



# City of Sacramento City Council

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

**Meeting Date:** 3/27/2012

**Report Type:** Consent

**Title:** Award Contract: S Street Brick Sewer Replacement - 14th to 17th Street (X14010036)

**Report ID:** 2012-00218

**Location:** District 4

**Recommendation:** Pass a Motion approving the contract plans and specifications for the S Street Brick Sewer Replacement, 14th to 17th Street Project (X14010036), and awarding the contract to Florez Paving, for an amount not to exceed \$794,353.50.

**Contact:** Bill Busath, Engineering Services Manager, (916) 808-1434; Brett Grant, Supervising Engineer, (916) 808-1413, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Cip Engineering

**Dept ID:** 14001321

## Attachments:

---

- 1- Description/Analysis
- 2 - Background
- 3 - Location Map
4. Agreement with Florez Paving

---

### City Attorney Review

Approved as to Form  
Joe Robinson  
3/20/2012 11:46:33 AM

### City Treasurer Review

Reviewed for Impact on Cash and Debt  
Russell Fehr  
3/8/2012 3:11:21 PM

## Approvals/Acknowledgements

---

Department Director or Designee: Dave Brent - 3/20/2012 9:26:50 AM

## Description/Analysis

**Issue:** This project will replace deteriorated portions of the Combined Sewer System (CSS), add in-line storage to reduce flooding in the surrounding and upstream portions of the CSS, and continue the Downtown Sewer Upsizing Project, a major component of the long-term CSS Improvement Program. This program is mandated by the City's National Pollution Discharge Elimination System permit, which regulates the City's operation of the CSS.

**Policy Considerations:** This report's recommendation is consistent with the City's Strategic Plan goals of improving and expanding public safety and achieving sustainability and livability. The requested action is in conformance with City Code Chapter 3.60, Articles I and III, which provide that the City Council may award competitively bid contracts to the lowest responsible bidder. 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 Community Development Department, Environmental Planning Services Division, has reviewed the proposed project and has determined that this project is categorically exempt from the California Environmental Quality Act (CEQA) under Class 1 & 2, and Sections 15301 (b) and (d) and 15302 (c) of the CEQA Guidelines, as the project consists of repair of existing publicly owned facilities and restoration and rehabilitation of deteriorated or damaged facilities to meet current standards of public health and safety. As noted above, this project also is part of the City's long-term CSS Improvement Program, for which the City Council certified an Environmental Impact Report in 1997 (Resolution No. 97-123).

**Sustainability:** The project is consistent with the City's Sustainability Master Plan, by reducing Sanitary Sewer Outflows, which is one of the City's sustainability targets; by improving service; and by improving reliability, which will reduce energy-intensive maintenance efforts.

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** Engineering Services advertised the project to solicit bids in accordance with City Code Chapter 3.60 and Administrative Policy Instruction Number 4002. Twelve bids were received and opened by the City Clerk on February 15, 2012.

The lowest responsive and responsible bidder is Florez Paving. Staff recommends the contract be awarded to Florez Paving for an amount not to exceed \$794,353.50.

**Financial Considerations:** With the construction contract for an amount not to exceed \$794,353.50, the total costs to design, inspect, construct, and contingency are estimated to be \$1,105,340. There are sufficient funds to award the construction contract and complete the S Street Brick Sewer Main Replacement, 14<sup>th</sup> to 17<sup>th</sup> Street project (X14010036).

**Emerging Small Business Development (ESBD):** This project included a participation goal of 20% for emerging and small business enterprises (ESBEs). The lowest responsible bidder, Florez Paving, exceeded the ESBE participation goal with a participation level of 99.77%.



## Background

This project is a part of the Combined Sewer System (CSS) Improvement Program, which was approved by the City Council and the Regional Water Quality Control Board in 1995 and 1996. A comprehensive study was undertaken between 1991 and 1995 that culminated in this overall plan that determined that the best approach to the problems of the City's combined sewer system was to upgrade and upsize the two major pump stations, convert a large storage facility named Pioneer Reservoir to primary treatment, systematically replace and rehabilitate the collection system, and most relevant to the subject project, provide storage throughout the system to reduce the hydraulic grade line during storms, and thus reduce surcharging of the system.

This overall approach was determined to be the most cost effective solution compared to either separating the storm drainage and sewer systems or constructing deep tunnels. The approved plan was estimated to cost about \$440 million, including substantial rehabilitation. The approved plan also provides the substantial water quality benefit of providing for continued treatment of urban runoff and stormwater discharges within the CSS, which benefit would be lost if a separate sewer system were constructed.

The S Street Brick Sewer Main Replacement, 14<sup>th</sup> to 17<sup>th</sup> Street project is part of the Downtown Sewer Upsizing Project (DSUP), which was identified as a part of the Combined System Improvement Program. Attached is a map that shows the DSUP, which constitutes a network of upsized pipes that connect to an upsized and improved Sump 1/1A, which, when completed, will significantly reduce the hydraulic grade line in the downtown area. The subject project will connect to recently completed projects and allow planned future projects to be designed and constructed, in order to complete the DSUP.

The DSUP is intended to significantly reduce flooding of combined sewage in the region surrounding the Capitol and to reduce combined sewer overflows. As the map shows, a significant portion of the DSUP is either complete or budgeted. The remaining portion to be constructed consists of 12 city blocks and will complete this network of upsized pipes.

The project consists of replacing aged (over 100 years old) combined brick sewer pipes with pipes that are much larger. The completed upsized system will result in reduced hydraulic grades in these interceptor pipes that will greatly eliminate backing up of the system and thereby reduce flooding. Please note on the map the proximity of this network of large pipes to Sump 1/1A. This pump station provides "tailwater control", which ensures low downstream levels in all but very large, over 10 year storm events, thereby reducing flooding due to back-ups in the system. The construction of this network of oversized pipes will provide a direct connection to this source of "tailwater control". In addition, the upsized system will serve as "in-line storage", which will result in greater system-wide storage, and will reduce the need to pump directly to the river without storage or treatment. This reduction will serve to protect the

Sacramento River and downstream water users from potential effects from the City of Sacramento's CSS.

A secondary purpose of this project is to replace and thus rejuvenate portions of the combined system. Most of the older combined system in the downtown area has reached the end of its useful life and needs to be replaced to avoid failure or even catastrophic collapse in the future.

The project scope proposes to replace approximately 1,152 lineal feet of existing 48-inch pipe with new 54 and 66-inch pipe, between 14<sup>th</sup> Street and 17th Street. The work to be performed also consists of replacing old manholes, drains, sewer services, and associated work.

Twelve bids were received and opened by the City Clerk on February 15, 2012. The summary of the bids is as follows:

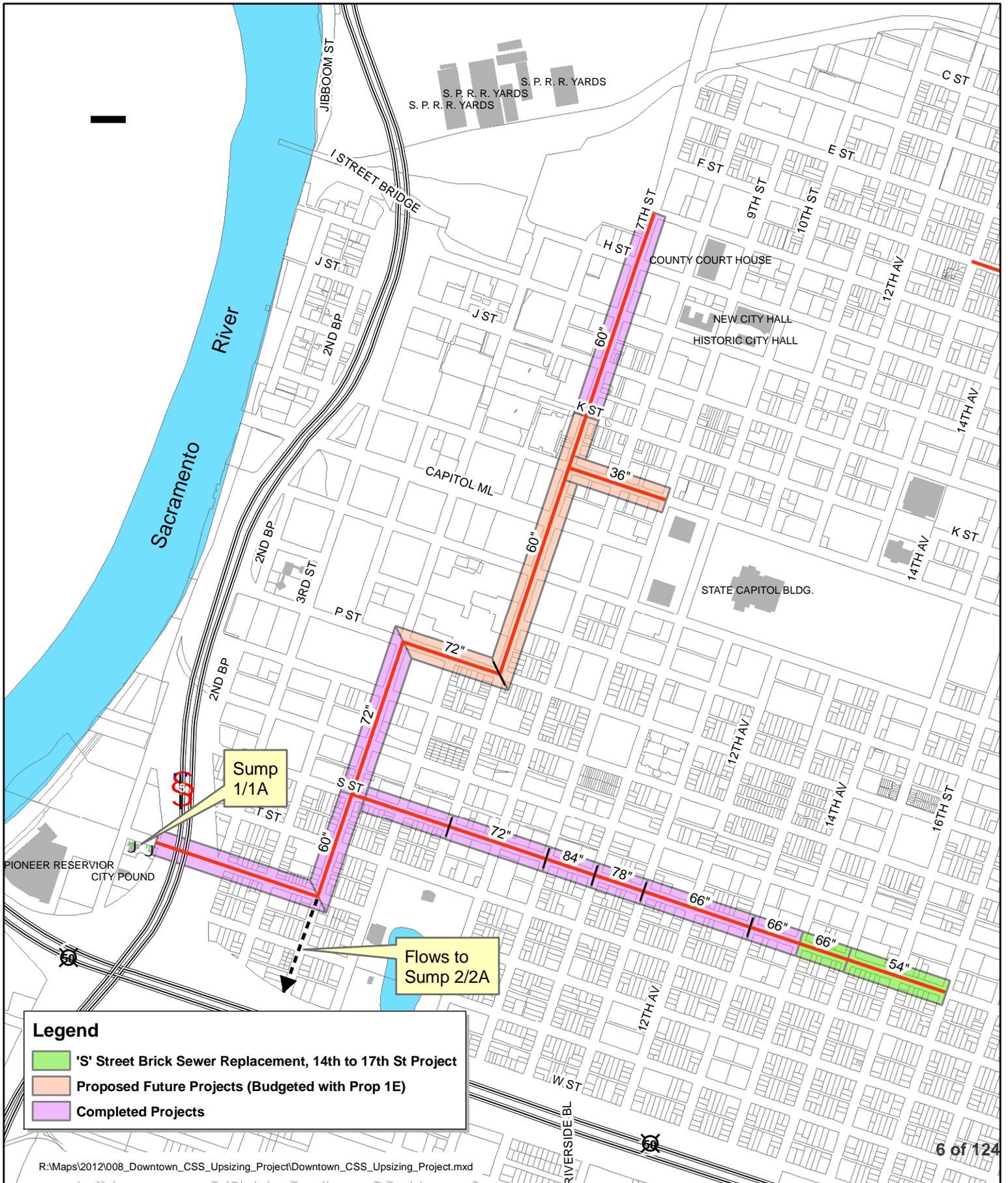
<b>Contractor</b>	<b>Bid Amount</b>
Florez Paving	\$ 794,353.50
Civil Engineering Construction	\$ 941,540.00
T&S Construction	\$ 943,569.00
Bay Pacific Pipelines, Inc.	\$ 949,008.00
Vinciguerra Construction	\$ 993,483.00
Marques Jaeger	\$ 998,918.00
Preston Pipelines	\$1,025,045.00
Navajo Pipelines	\$1,043,648.00
Martin General Engineering	\$1,046,048.00
Mark III	\$1,170,610.00
Mountain Cascade	\$1,256,364.00
Sierra National Construction	\$1,465,000.00

The lowest responsive and responsible bidder is Florez Paving with a bid amount of \$794,353.50.

The Engineer's construction estimate was \$1,089,600.



# DOWNTOWN COMBINED SEWERS UPSIZING PROJECT



### Legend

- 'S' Street Brick Sewer Replacement, 14th to 17th St Project
- Proposed Future Projects (Budgeted with Prop 1E)
- Completed Projects



# CITY OF SACRAMENTO

DEPARTMENT OF UTILITIES

ENGINEERING SERVICES DIVISION



## CONTRACT SPECIFICATIONS FOR

S STREET BRICK SEWER REPLACEMENT - 14TH TO 17TH ST.

PN: X14010036

B123331016

Engineer's Estimate: 1,089,600.00

Non-Refundable Fee

\$35.00

For Pre-Bid Information Call:

Gary Gulseth  
Senior Engineer  
(916) 808-1412

Separate Plans

Bid to be received before 2:00 PM  
**February 15, 2012**  
Historic City Hall, City Clerk's Office  
915 I Street, 1<sup>st</sup> Floor  
Sacramento, CA 95814

### ESBE Program Goals

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

**S STREET BRICK SEWER REPLACEMENT - 14TH TO 17TH ST.  
TABLE OF CONTENTS**

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

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

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

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

Sealed Proposal..... Page 1 of 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement..... Page 1 of 16

Bonds ..... Page 1 of 6

- Performance Bond
- Payment Bond
- 

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

**TAX FORMS (REQUIRED UPON AWARD)**

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

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

**SPECIAL PROVISIONS**

## ESBD PRE-BID CONFERENCE

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

**Effective July 2010, the meetings are scheduled as requested:**

For information on meeting the City of Sacramento's Small Business Enterprise (SBE) and Emerging Business Enterprise (EBE) project goals, please contact Noreen James at (916) 808-5470, or visit the City of Sacramento's small business web site at: [http://dev.cityofsacramento.org/econdev/business-open/Sub\\_small-business-certificaion.cfm](http://dev.cityofsacramento.org/econdev/business-open/Sub_small-business-certificaion.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 15, 2012** and opened at 2:00 p.m. **February 15, 2012**, or as soon thereafter as business allows, in the Hearing Room, Historic City Hall, 2nd Floor, for construction of:

### **S STREET BRICK SEWER REPLACEMENT - 14TH TO 17TH ST.**

(PN: X14010036) (B123331016)

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 S STREET BRICK SEWER REPLACEMENT - 14TH TO 17TH ST.**

(PN: X14010036) (B123331016)

Copies of the contract documents are available at:

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

A non-refundable fee of \$35.00 will be charged.

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

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

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

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

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

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

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

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

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

Contractor's Name: \_\_\_\_\_  
(Please print)

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

The Sealed Proposal will be received not later than **February 15, 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 15, 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

**S STREET BRICK SEWER REPLACEMENT - 14TH TO 17TH ST.**  
**(PN: X14010036) (B123331016)**

in the City and County of Sacramento, California.

TOTAL BID: \_\_\_\_\_ (\$ \_\_\_\_\_).

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ _____	\$ _____
2	Preconstruction Photographs	1	LS	\$ _____	\$ _____
3	48-Inch Brick Main to Remove, 54-Inch Pipe to Place	396	LF	\$ _____	\$ _____
4	48-Inch Brick Main to Remove, 66-Inch Pipe to Place	756	LF	\$ _____	\$ _____
5	10-Inch Main Realignment	25	LF	\$ _____	\$ _____
6	Existing Manhole to Remove, Saddle Manhole to Construct	3	EA	\$ _____	\$ _____
7	Saddle Manhole, to Construct	1	EA	\$ _____	\$ _____
8	Existing Manhole, to Remove	1	EA	\$ _____	\$ _____
9	Manhole, to Abandon or Remove	3	EA	\$ _____	\$ _____
10	Gutter Drain to Remove, Modified Type B Drain Inlet to Construct	12	EA	\$ _____	\$ _____
11	10-Inch Drain lead, to Install	502	LF	\$ _____	\$ _____
12	Drain Leads, to Abandon	440	LF	\$ _____	\$ _____
13	Water Main, to Raise	2	EA	\$ _____	\$ _____
14	Existing Sewer Service, to Replace	10	EA	\$ _____	\$ _____
15	Sewer Services, to Plug	10	EA	\$ _____	\$ _____
16	Unsuitable Material, Removal and Replacement	1600	TON	\$ _____	\$ _____
17	CCTV Inspection	1679	LF	\$ _____	\$ _____
18	Unmarked Live Utility Crossings	10	EA	\$ _____	\$ _____
19	Unmarked Dead Utility Crossings	20	EA	\$ _____	\$ _____
20	Brick Pipe Preservation	1	LS	\$ _____	\$ _____

TOTAL BID: \$ \_\_\_\_\_

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

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

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

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

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

It is understood that this bid is based upon completion of the work within a period of **eight (80) working days** commencing on the date specified in the Notice to Proceed.

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

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work.

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: X14010036 (B123331016)

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 15, 2012**, for the Work specifically described as follows:

**S STREET BRICK SEWER REPLACEMENT - 14TH TO 17TH ST.**  
(PN: X14010036) (B123331016)

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

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

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

**You May . . .**

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

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

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



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

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

The included employee benefits are:

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

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

**You May . . .**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

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

**You May Also . . .**

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

## Construction and Demolition (C&D) Debris Recycling Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# C&D Debris Waste Management Plan

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

Form  
submitted by:

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

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

## A. Building Project Information:

Job Address: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_

Engineering  
Estimate: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## B. Briefly describe the project:

---

---

---

---

---

---

## 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>  
For additional questions, please call (916) 874-4892
  - d)

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

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

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

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

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

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

**Instructions:**

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

**Please Submit To:**

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

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

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

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

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

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

### • Definitions

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

### • Exceptions Checklist

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

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

**City of Sacramento Boycott of Arizona-Headquartered Businesses**

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

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

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

\_\_\_\_\_  
State Where Firm is Headquartered

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

***This Page to be completed and submitted with bid proposal***

## **ESBE REQUIREMENTS**

(City Contracts no Federal Funds Used)

### **I. ESBE PARTICIPATION REQUIREMENT**

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

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

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

### **II. ESBE CERTIFICATION**

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

### **III. DETERMINATION OF ESBE PARTICIPATION LEVEL**

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

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

#### **IV. ESBE REQUIREMENTS FOR CONTRACTOR**

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

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

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

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

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

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

## V. DEFINITIONS

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

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

## WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

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

\_\_\_\_\_  
Bidder

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

### PLEASE READ CAREFULLY BEFORE SIGNING

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

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

**AGREEMENT**  
(Construction Contract Over \$25,000)

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

The City and Contractor hereby mutually agree as follows:

**1. CONTRACT DOCUMENTS**

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

The Notice to Contractors

The Proposal Form submitted by the Contractor

The Instructions to Bidders

The Emerging and Small Business Enterprise (ESBE) Requirements

The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance

The City's Reference Guide for Construction Contracts

The Addenda, if any

This Agreement

The Standard Specifications

The Special Provisions

The Plans and Technical Specifications

The drawings and other data and all developments thereof prepared by City pursuant to the Contract

Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

**2. DEFINITIONS**

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

**3. AGREEMENT CONTROLS**

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms

and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

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

S STREET BRICK SEWER REPLACEMENT - 14TH TO 17TH ST.  
(PN:X14010036)

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 **eight (80) working days** from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the

whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

#### 14. WARRANTY

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

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

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

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

#### 15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

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

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

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

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

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

## 16. INDEMNITY AND HOLD HARMLESS

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

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

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

(A) Minimum Scope and Limits of Insurance Coverage

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

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

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

(B) Additional Insured Coverage

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

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

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

(C) Other Insurance Provisions

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

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

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

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

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

(D) Acceptability of Insurance

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

(E) Verification of Coverage

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

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

(F) Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

## 21. EXCUSABLE DELAYS

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

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

## 22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

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

#### 23. EXTENSION OF TIME

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

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

#### 24. NO PAYMENT FOR DELAYS

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

#### 25. CHANGES IN THE WORK

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

#### 26. TERMINATION AFTER COMPLETION DATE

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

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

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

## 27. TERMINATION FOR CONVENIENCE

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

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

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

(C) For reasonable expenses directly attributable to termination.

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

## 28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

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

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

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

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

### 31. ACCOUNTING RECORDS OF CONTRACTOR

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

### 32. USE TAX REQUIREMENTS

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

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

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

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

**CONTRACTOR**

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

BY \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal ID#

\_\_\_\_\_  
State ID#

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

Type of Business Entity (*check one*):

\_\_\_\_\_ Individual/Sole Proprietor

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Other

(*please*

*specify:* \_\_\_\_\_)

**CITY OF SACRAMENTO**

a municipal corporation

DATE \_\_\_\_\_

BY \_\_\_\_\_

For: 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:

**S STREET BRICK SEWER REPLACEMENT - 14TH TO 17TH ST.**  
**(PN: X14010036) (B123331016)**

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 \_\_\_\_\_

ORIGINAL APPROVED AS TO FORM:

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

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

By \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

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

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

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

hereinafter called Contractor, an agreement for construction of:

**S STREET BRICK SEWER REPLACEMENT - 14TH TO 17TH ST.  
(PN: X14010036) (B123331016)**

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/](http://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 3

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:

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

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

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

**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

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

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

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

YEAR

# Withholding Exemption Certificate

CALIFORNIA FORM

2011

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

590

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

Withholding agent's name

Payee's name

Payee's  SSN or ITIN  
 SOS file no.  CA corp. no.  FEIN

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

Apt. no./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**

SPECIAL PROVISIONS  
FOR  
RECONSTRUCTION OF MISCELLANEOUS SEWER MANHOLES-2012  
(PN: X14110400)

TABLE OF CONTENTS

<b>SECTION 1 – GENERAL CONSTRUCTION REQUIREMENTS</b> .....	1
1.01 Location, Scope of Work .....	1
1.02 Specifications .....	1
1.03 Pre-bid Interpretation of Contract Documents .....	1
1.04 Proof of Compliance with Contract.....	1
1.05 Review of Contractor Information .....	1
1.06 Project Sign.....	2
1.07 Project Scheduling .....	2
1.08 Record Drawings.....	2
1.09 Materials and Equipment.....	2
1.10 Administrative Penalty.....	3
1.11 Water Quality Control .....	3
1.12 Pavement Cutting and Surface Restoration .....	3
1.13 Project Closeout.....	3
1.14 Payment.....	3
 <b>SECTION 2 – PUBLIC CONVENIENCE &amp; PROTECTION OF EXISTING CONDITIONS</b>	<b>5</b>
2.01 Public Right-of-Way and Easements.....	5
2.02 Existing Facilities .....	5
2.03 Existing Site Conditions.....	5
2.04 Handling and Removal of Hazardous or Contaminated Materials.....	5
2.05 Health and Safety.....	5
2.06 Public Notification of Work .....	5
2.07 Maintenance of Traffic, Public Safety and Convenience .....	6
2.08 Removal of Street Parking .....	7
2.09 Trench Excavation and Backfill .....	7
2.10 Temporary Paving .....	9
2.11 Payment.....	10
2.12 Tree Preservation Requirements .....	10
2.13 Payment.....	11
 <b>SECTION 3 – ITEMS OF THE PROPOSAL</b> .....	<b>12</b>
Item No. 1 Preconstruction Photographs .....	12
Item No. 2 Manhole No. 3 to Replace .....	14
Item No. 3 Manhole to Rehabilitate .....	16
Item No. 4 Manhole Bench to Construct .....	19
Item No. 5 Flowline to Install.....	20
Item No. 6 Rungs to Remove.....	20
Item No. 7 Head and Cover to Adjust .....	12
Item No. 8 Drop-in Connection to Construct .....	21

## **SECTION 1 – GENERAL CONSTRUCTION REQUIREMENTS**

### **1.01 Location, Scope of Work**

These Special Provisions cover, in general, the reconstruction and rehabilitation of existing sewer manholes in various locations throughout the City of Sacramento. The locations of manholes are shown on the maps located in Appendix A of these Special Provisions. The Contractor shall provide all labor, materials, tools and equipment, and shall perform all work necessary to complete the subject project in place and as specified herein.

### **1.02 Specifications**

The work to be performed under this contract shall be done in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento, adopted June 2007, referred to herein as "Standard Specifications". The general requirements of this contract shall be governed by these Special Provisions first, followed by Sections 1 through 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications.

### **1.03 Pre-bid Interpretation of Contract Documents**

Requests for interpretation of contract documents shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information shall be directed to Sonia Lopez of the Engineering Division, Department of Utilities, 1395 35<sup>th</sup> Avenue, Sacramento, CA 95822 (916) 808-1456.

It shall 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.

### **1.04 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.

### **1.05 Review of Contractor Information**

In accordance with Section 5-7 of the Standard Specifications, Contractor shall prepare

and submit for review 5 copies of the following shop drawings and submittals:

1. Construction schedule
2. Record drawings (upon completion of work)
3. Concrete mix design (manholes and paving)
4. Traffic control plan
5. Water quality control plan
6. Proposed pipe material and fittings
7. Manhole rehabilitation material
8. Temporary diversion of flows (if necessary)
9. Dewatering plan (if necessary)
10. Public notification plan
11. Shop drawings for all pre-cast, manufactured or pre-fabricated 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 Standard Specifications will apply.

#### **1.06 Project Scheduling**

The Contractor shall submit a detailed schedule showing all items of work prior to initiating construction. The schedule shall include the proposed sequencing of construction activities. The schedule shall be submitted, reviewed and updated in accordance with Section 7-2 of the Standard Specifications. No progress payments will be made for work completed prior to acceptance of the schedule. Weekend work will be done in accordance with Section 7-4 of the Standard Specifications.

#### **1.07 Record Drawings**

The Contractor shall maintain a neat and accurate marked set of record drawings showing the final locations and layout of piping and conduit; structures; and other facilities. Drawings shall be kept current weekly, with all work instructions and change orders, and construction adjustments. Drawings shall be subject to the inspection of the Engineer at all times and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Pipe material shall be added to drawing, if not denoted on contract drawings. Prior to acceptance of the work, the Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings accurately showing the information required above.

Record drawings shall be submitted and approved by the Engineer in accordance with "Review of Contractors Information" of these Special Provisions.

#### **1.08 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 through 5-18, 5-21, and 5-22 of the Standard Specifications and these Special Provisions.

### **1.09 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. In general, the ordinance includes the following 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
- Repair of traffic control systems
- 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](http://www.cityofsacramento.org).

### **1.10 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 Standard Specifications.

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.

### **1.11 Pavement Cutting and Surface Restoration**

Pavement cutting and surface restoration shall conform to the applicable provisions of Section 26-11 of the Standard Specifications and these Special Provisions. The Contractor shall restore surfaces in kind (using the same surface material as existing) unless otherwise noted on the Drawings or within these Special Provisions. Payment for restoring the surface in kind within any excavation shall be included in the associated item of work unless otherwise stated in these Special Provisions.

If trench crosses sidewalk, curb, and gutter, Contractor shall replace entire sidewalk panel to nearest control or expansion joint on both sides of trench wall. Extent of curb and gutter replacement shall coincide with sidewalk panel being replaced.

#### **1.12 Project Closeout**

When the project is completed in accordance with the Plans and Specifications, 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, and as-built drawings are completed and submitted, a completion report will be prepared, as detailed and in accordance with Section 8-4 of the Standard Specifications.

#### **1.13 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.

## **SECTION 2 – PUBLIC CONVENIENCE & PROTECTION OF EXISTING CONDITIONS**

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

All water, sewer & drainage pipe and appurtenances constructed 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.

### **2.02 Existing Facilities**

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

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

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

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

### **2.03 Existing Site Conditions**

Bidders are directed to Section 2-4 of the Standard Specifications which requires Bidders to examine the project site.

### **2.04 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:
  - i. Chapter 6.5, Division 20, California Health and Safety Code.
  - ii. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials.
  - iii. 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.

## **2.05 Health and Safety**

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

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

The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense

to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

## **2.06 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; a minimum of three (3) working days if work is on private property. 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.

## **2.07 Maintenance of Traffic, Public Safety and Convenience**

The Contractor's attention is directed to Sections 6-6 through 6-11 and 7-4 of the Standard Specifications.

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.

All persons performing work shall repair or replace to previous condition or better, all existing traffic control system markers or devices that are damaged or destroyed during work within three (3) calendar days of the completion of work in the immediate area unless written direction extending the time period or relieving the persons performing work of this obligation is provided by the Engineer.

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

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

The Contractor shall be required to establish traffic scheduling and control measures acceptable to the Engineer prior to starting any work. The Contractor shall submit to the Engineer for review and approval a plan showing proposed traffic control measures and/or detours for vehicles and pedestrians affected by the construction 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 construction is in progress. All advance warning and traffic delineation shall conform to the provisions of Section 6-10 of the Standard Specifications.

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 unless other arrangements are made with the property owner. 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 traffic.

The Contractor is hereby alerted that some streets are designated as a "primary street" and as such the requirements and administrative penalties of Chapter 12.20 of the City ordinance apply. In accordance with the ordinance, the Contractor shall not impede traffic in any fashion outside the work hours of 8:30 A.M. and 4:00 P.M. A list of primary streets is located in Appendix B, of these Special Provisions.

All signs and street marking damage caused by or related to the construction of this 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 three (3) working days of damage.

Prior to closing the street or alley, Contractor shall contact the following agencies:

1. Police Communication Center one (1) working day prior to closure by calling 277-1780, or fax at 277-1772.
2. Fire Department Communications Center one (1) working day prior to closure by calling 228-3035 or fax at 228-3075.
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.
5. Street Parking five (5) working days prior to closure by calling 808-5872 or fax at 808-7501.
6. 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;  
Limits of street closure, with street names;  
Anticipated duration of street closure.

## **2.08 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 Standard Specifications.

Failure to comply with this section will prevent the City from towing vehicles parked in the proposed work area.

## **2.09 Trench Excavation and Backfill**

Trench excavation and backfill in all streets shall meet the applicable requirements of Sections 10, 14 and 26 of the Standard Specifications and these Special Provisions. If specified in these Special Provisions, pipe shall be backfilled using Controlled Density Fill (CDF) or slurry cement backfill, in accordance with Section 10-16 of the Standard Specifications, and as directed by the Engineer.

When the Engineer approves shallow placement of drain inlet leads requiring protective measures, all work associated with protective measures shall be considered as extra and paid per Section 8 of the Standard Specifications.

## **2.10 Pavement Cutting and Surface Restoration**

Pavement cutting and surface restoration shall conform to the applicable provisions of Section 26-11 of the Standard Specifications and these Special Provisions. The Contractor shall restore surfaces in kind (using the same surface material as existing) unless otherwise noted on the Plans or within these Special Provisions. Payment for restoring the surface in kind within any excavation shall be included in the associated item of work unless otherwise stated in these Special Provisions.

If trench crosses sidewalk, curb, and gutter, Contractor shall replace entire sidewalk panel to nearest control or expansion joint on both sides of trench wall. Extent of curb and gutter replacement shall coincide with sidewalk panel being replaced. Pavement cutting shall be perpendicular and parallel to the centerline of the road when practicable.

## **2.11 Temporary Pavement**

Temporary paving shall be in accordance with Section 14-4 of the Standard Specifications.

## **2.12 Tree Preservation Requirements**

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

1. The Contractor shall hire an International Society of Arboriculture (ISA) certified arborist to do any required pruning for equipment clearance. The Contractor shall contact the City Arborist (Dan Pskowski, 768-8604) for a root inspection(s) for trenching activities within the dripline(s) of the trees.
2. If during excavation for the project, tree roots greater than two (2) inches in diameter are encountered, work shall stop immediately until the arborist can perform an on-site inspection. All roots shall be cut clean and the tree affected may require supplemental irrigation/fertilization and pruning as a result of the root cutting. The Contractor will be responsible for any costs incurred. Depending upon the amount of roots encountered and the time of year, wet burlap may be required along the sides of the trench.

3. The Contractor shall be held liable for any damage to existing trees, i.e. trunk wounds, broken limbs, pouring of any deleterious materials, or concrete washout under the dripline of the trees. Damages will be assessed using the A Guide to Plant Appraisal eighth edition, published by the International Society of Arboriculture. An appraisal report shall be submitted for review by the City arborist.
4. Tree protection methods noted above shall be identified on all construction Drawings for the project.

### **2.13 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 Requirement items 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 3 – ITEMS OF THE PROPOSAL**

### **Item No. 1 Preconstruction Photographs**

Prior to beginning any work on manholes, Contractor shall provide preconstruction photographs, or video, in accordance with Section 11 of the Standard Specifications.

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

### **Item No. 2 Manhole No. 3 to Replace**

Existing manholes and catch basin manholes shall be removed and a Manhole No. 3 or No. 3A shall be constructed where shown on the Drawings, in accordance with Section 25 and 38 of the Standard Specifications, and as directed by the Engineer. Eccentric cones shall not be used unless specified on the Plans or by the Engineer. If eccentric cone is used, vertical face of cone shall be parallel to flow and away from traffic (closest to the nearest curb.)

The existing manhole shall be disposed of away from the site of the project. Excavation shall conform to Section 14-2 of the Standard Specifications. The existing frame and cover shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: Rob Jack, Sewer Superintendent (916) 808-4022.

Flowline material for main pipe and intersecting mains shall be vitrified clay except: if manhole base is precast concrete. Clay liner may be omitted for manholes with mains of 36 inch diameter and larger. Flow line material shall conform to Section 10 of the Standard Specifications and these Special Provisions. New flowline shall match inlet and outlet pipe elevations and shall extend to inside face of manhole. If inlet and outlet pipes are of different sizes, new flowline pipe size shall match larger pipe size.

Manhole bench shall slope upwards from the spring-line of the pipe to the projected level of the crown of the pipe at the manhole wall or twelve (12) inches above the spring-line, whichever is less. All holes, cracks, and seams shall be grouted flush using nonshrink grout with the manhole interior. Non-shrink grout shall be "Metallic Grouting Compound" by Burke, "Embeco" by Master Builders, "Ferrolith-G" by Sonneborn-Desoto, or approved equal. All internal surfaces shall have a smooth finish.

External Manhole Seal - External joint of each barrel section and of the barrel/cone connection shall be sealed with an external rubber sealing sleeve as manufactured by Infi-Shield Inc. or equal. The seal shall be made of neoprene and EPDM rubber and have a minimum thickness of 60 mils. Material shall conform to specifications of ASTM C923, ASTM C443, and ASTM F477. Rubber seal shall be attached to manhole using a non hardening butyl rubber mastic applied to the top and bottom of sleeve in accordance with

manufacturer's instructions. Seal shall overlap joint a minimum of three (3) inches and shall be continuous around the perimeter of the barrel section and overlapped six (6) inches minimum.

Manhole Testing: All sanitary sewer manholes shall be tested and shall meet the requirements of ASTM C1244 prior to acceptance. Manholes shall be tested prior to backfill. If the manhole fails the test at this time, the manhole shall be repaired by the Contractor and retested. This procedure shall be repeated until the manhole passes the required test. The Engineer may also require the manholes to be tested using this method after backfilling if he has reason to suspect that the manhole has been disturbed during the backfilling operation, or at other times during construction of the improvements being installed as part of the development.

In order to prepare the manhole for this test, all lift holes shall be plugged and all pipes entering the manhole shall be temporarily plugged, taking care to securely brace the pipes and plugs to prevent them from being drawn in to the manhole.

The test procedure shall be as follows:

- The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendations.
- A vacuum of ten (10) inches of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to nine (9) inches of mercury.
- The manhole shall pass if the time for the vacuum to drop from ten (10) inches of mercury meets or exceeds the values indicated in Table 1 of ASTM C1244.

The vacuum gauge used for this test shall be supplied by the Contractor, and shall have maximum scale division of 0.1 psi, and shall have an accuracy of 0.04 psi. Accuracy and calibration of the gauge shall be certified by a reliable testing firm at six month intervals, or when requested by the Engineer. In addition, the Engineer may compare the Contractor's gauge with a City owned gauge at any time. During testing, the vacuum gauge shall be located such that it is readily visible.

Surface restoration shall be in accordance with the section of the General Requirements entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Pavement cutting shall be perpendicular and parallel to the centerline of the road.

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

**Item No. 3 Manhole to Rehabilitate**

This item shall govern all work, labor, materials, equipment and incidentals necessary for sanitary sewer manhole interior rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids and verification and/or restoration of the structural integrity of the manhole.

The Contractor shall rehabilitate the manhole structures as indicated on the Drawings using a cementitious liner coated with an epoxy resin, or a calcium aluminate liner.

The Contractor shall submit a complete manhole rehabilitation submittal to the Engineer for review and approval. The submittal shall include, but shall not be limited to the following:

1. Name of the liner manufacturer and product data including the safety data sheets, certifications of materials, and the physical properties and chemical resistance testing of the liner system.
2. Name of the manufacturer and product data including the safety data sheet for the patching/plugging compound and the chemical sealant if infiltration exists.
3. Plan of construction including schedule, equipment setup, inspection, preparation, cleaning, and complete installation procedures and details.
4. Qualifications of the installer including certification by the manufacturer.

The rehabilitation liner shall conform to the following specifications:

Cementitious liner shall be applied to the manholes indicated on the Drawings. Cementitious liner used to repair and line manholes shall be Strong Seal MS-2C as manufacture by Strong-Seal Systems, ThoRoc SP15 Spray Mortar as manufactured by Chem Rex Inc., or approved equal.

As a minimum, cementitious liners shall meet the following physical properties:

ASTM C109	Compressive strength	3,000 psi
ASTM C78	Flexural strength	600 psi
ASTM C596	Shrinkage @ 90% R.H.	0%
ASTM C952	Bond	130 psi
Density of mixture		100 pcf

Cementitious products shall be formulated with clean potable water and ASTM C-150 Type I or III Cement.

The Engineer will test random batches of the spray applied mortar. If mortar does not meet the minimum physical properties as listed above, then all manholes coated with that particular batch shall be rejected. The spray applied mortar shall be in strict conformance with the manufacturer's directions.

Surface preparation shall be performed to obtain a clean, dry, exposed aggregate condition of all concrete surfaces to be coated. All loose spalled concrete shall be removed. The exposed surface shall be sound, porous, and free of dust, dirt, grease, oil, fats, concrete sealing or hardening chemicals, form release agents or other contaminants. Surface preparation can be accomplished using sandblasting or pressure washing (3500 psi) techniques.

An approved cementitious plug or chemical grout can be used to stop active infiltration.

All patching, infiltration control, and grouting material shall be approved by the manufacturer prior to use in the manhole(s).

Prior to spraying, the surface shall be damp without noticeable free water droplets or running water.

The mixer/sprayer shall be approved by the manufacturer.

The minimum thickness for cementitious liners shall be ½ inch.

Contractor shall allow the cementitious liner to cure for a minimum of 24 hours before applying an epoxy liner. Contractor shall confirm that the epoxy product is compatible with cementitious coating.

Cementitious liner shall be sanded or water blasted before applying epoxy coating.

Epoxy liner used to coat cementitious liner in manholes shall be Raven 405 as manufactured by Raven Lining Systems, Inc.; Sewer Guard HBS100 Epoxy Liner as manufactured by ChemRex, Inc.; or approved equal.

As a minimum, epoxy resins shall meet the following physical characteristics:

ASTM D695 Compressive strength	10,800 psi
ASTM D790 Flexural strength	11,300 psi
Solids (by volume)	100%
ASTM D2240 Hardness Shore	D 83
Density of mixture	70 lbs./cu. ft.

Epoxy resin liners shall be installed by factory trained and approved application technicians. Application technicians shall have a minimum of one (1) year field experience with the application of high build epoxy coatings.

Calcium aluminate lining material shall be applied to the manholes indicated in the Drawings and shall be either SewperCoat PG or SewperCoat 2000HS Regular as manufactured by Kerneos, Inc., or approved equal.

The chemical composition of the cement portion and the aggregates of the calcium aluminate liner shall be as follows:

Al <sub>2</sub> O <sub>3</sub>	CaO	FeO + Fe <sub>2</sub> O <sub>3</sub>	SiO <sub>2</sub>
41-46%	33-38%	8-13%	4-9%

As a minimum, calcium aluminate liner shall meet the following physical properties:

Compressive Strength (ASTM C109)	> 8,000 psi	28 days
Flexural Strength (ASTM C293)	> 1,200 psi	28 days
Splitting Tensile Strength (ASTM C496)	> 800 psi	24 hours
Bond Strength/Slant Shear (ASTM C882)	> 1,200 psi	24 hours
Shrinkage at 28 days (ASTM C596)	< 0.08% cured @ 90% relative humidity	
Freeze/Thaw after 300 Cycles (ASTM)	No visible damage after 300 cycles	

Calcium aluminate shall be designed to withstand long term exposure to a bacterially corrosive hydrogen sulfide environment that may be expected to produce a pH of 1 on normal Portland cement based concrete.

The water used for mixing shall be clean, potable water, free from injurious amounts of oil, acid, alkali, vegetable, sewage and/or organic matter.

All patching, infiltration control, and grouting material shall used to stop infiltration flows in accordance with the manufacturer's recommendations and meet the following strength requirements:

Compressive Strength (ASTM C597B)	600 psi	(24 hours)
	1,000 psi	(7 days)
Bond Strength (ASTM C321)	30 psi	(1 hour)
	80 psi	(1 day)

Prior to spraying liner, Contractor shall ensure all surfaces are clean and free of laitance and/or loose material. Surfaces to be sprayed on shall be thoroughly saturated with water prior to application of lining materials, but free of any running water.

All equipment necessary to gauge, control, mix and monitor amounts of all component materials necessary to complete the lining installation shall be provided by the Contractor. Equipment to apply the calcium aluminate shall be of spray type and approved by the material manufacturer.

Lining materials shall be thoroughly mixed by mechanical means to ensure all agglomerated particles are reduced to original size prior to placement into spray equipment.

Liner shall be applied from an angle as nearly perpendicular to the surface as practicable, with the nozzle held at least one (1) foot from the surface to achieve a maximum material compaction with minimum rebound and no visible "sag".

The minimum thickness for calcium aluminate liner shall be ½ inch over all surfaces. The time interval between successive layers of material application must be sufficient to allow "tackiness" to develop but not fully set.

Calcium aluminate liner must be cured in a moist environment. If it is determined that the environment is moist enough to allow natural curing, a compound meeting the requirements of ASTM C309 shall be applied to all lined surfaces. Curing compound shall have the approval of the lining material manufacturer and the Engineer prior to use.

In lieu of the curing compound, moist curing may be used. Contractor shall allow the calcium aluminate liner to moist cure for a minimum of 18 hours. Moist curing can consist of the use of soaker hoses, water sprinklers, or vapor/misting machines.

At the Engineers discretion, the Contractor may perform an exfiltration test by using a static water head test on the rehabilitated manholes. For manholes zero (0) to six (6) feet deep, if water loss is one (1) inch or less in five (5) minutes the manhole reconstruction is acceptable. For manholes over six (6) feet deep, if water loss is one (1) inch plus 1/8 inch for each additional foot of depth or less in five (5) minutes, manhole is acceptable.

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

#### **Item No. 4 Manhole Bench to Construct**

A manhole bench shall be constructed in manholes indicated in the Drawings, in accordance with these Special Provisions, and as directed by the Engineer.

Contractor shall prepare manhole by removing all unsound concrete, oil, grease, laitance and debris by use of a high pressure water spray before any work begins. No trash or debris, other than wastewater, is allowed to be discharged into the sewer line.

Manhole bench shall be constructed of non-shrink grout, and shall be "Non-shrink Multipurpose Grout Cement All". By Rapid Set, or approved equal. Non-shrink grout shall conform to ASTM C1107 and ASTM C928. The minimum compressive strength shall be 7400 psi at 28 days, per ASTM C109. Bonding emulsion additive shall be mixed into non-shrink grout and shall be SB Bonding Emulsion by Koester American Corp., or approved equal.

Non-shrink grout and bonding emulsion additive shall be mixed and placed in accordance with manufacture's instructions, and mixed with only clean potable water. Use the minimum possible trowel strokes and minimum pressure when troweling. Do not re-finish already troweled surfaces.

Manhole bench shall slope upwards from the spring line of the pipe to the projected level of the crown of the pipe at the manhole wall or twelve (12) inches above the spring line, whichever is less. All holes, cracks and seams shall be grouted flush with the manhole interior. All internal surfaces shall have a smooth finish. Contractor shall apply non-shrink grout to any and all defects such that the finished surface is smooth and free of rock

pockets, voids, gaps, and holes.

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

#### **Item No. 5 Flowline to Construct**

Contractor shall install a new flowline of vitrified clay in selected manholes as indicated in the Drawings (located in Appendix A of these Special Provisions) in conformance with Section 10 of the Standard Specifications, and as directed by the Engineer.

New flowline shall match inlet and outlet pipe elevations and shall extend to inside face of manhole. If inlet and outlet pipes are of different sizes, new flowline pipe size shall match larger pipe size. If the entire clay flow channel does not fit through the existing manhole opening, it is acceptable to cut the clay flow channel into the minimum number of pieces and reassemble and construct the flowline, grouting every piece smooth.

Contractor shall remove all unsound concrete, oil, grease, laitance, and debris by use of a high pressure water spray. No trash or debris, other than wastewater, shall be discharged via the sewer line. Existing flowline channel shall be saw cut, chipped, and removed to create a gap a minimum of two (2) inches and a maximum of three (3) inches between the bottom of the new flowline and the chipped surface. Prior to placement of flowline clay pipe, all surface that comes in contact with the grout shall be saturated with water. After saturation, all excess water shall be removed, leaving no puddles.

Grout shall be "Non-shrink Multipurpose Grout Cement All", by Rapid Set, or approved equal. Non-shrink grout shall conform to ASTM C1107 and ASTM C928. Minimum compressive strength shall be 7400 psi at 28 days, per ASTM C109. Bonding emulsion additive shall be mixed into non-shrink grout and shall be SB Bonding Emulsion by Koester American Corp., or approved equal.

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

#### **Item No. 6 Rungs to Remove**

Contractor shall remove all ladder rungs from selected manholes as indicated on the Drawings, and as directed by the Engineer. Where possible, rungs shall be completely removed, including embedded portion. If embedded portion cannot be completely removed, Contractor shall remove enough rung to leave at least a one (1) inch deep hole. Manhole wall shall then be grouted smooth with Non-shrink Multipurpose Grout Cement All, or equal.

Payment shall be at the unit price paid per each manhole where rungs were removed, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work necessary to complete this item in place.

**Item No. 7 Head and Cover to Adjust**

Contractor shall adjust to grade existing manhole head and cover where indicated in the Drawings, in accordance with Section 25-4 of the Standard Specifications, and as directed by the Engineer.

Payment shall be at the unit price bid per each manhole head and cover adjusted, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work necessary to complete this item in place.

**Item No. 8 Drop-In Connection to Construct**

An inside or outside drop connection shall be constructed at selected manholes as shown on the Drawings, shall conform to Section 38, DWG. No. S-130, of the Standard Specifications, and as directed by the Engineer.

The dimensions shown as two (2) inches on DWG. No. S-130 and that reads "CUT THIS END OF THE TEE AS SHOWN" shall be amended to read "HALF THE DIAMETER OF THE LATERAL PIPE".

Payment shall be at the unit price bid for each drop connection and shall include all labor, materials, tools, equipment and incidentals for doing all work necessary to complete this item complete in place.

**END OF SPECIAL PROVISIONS**

## **APPENDIX A**

General Construction Notes

Summary of Manholes

Vicinity Map

Drawings

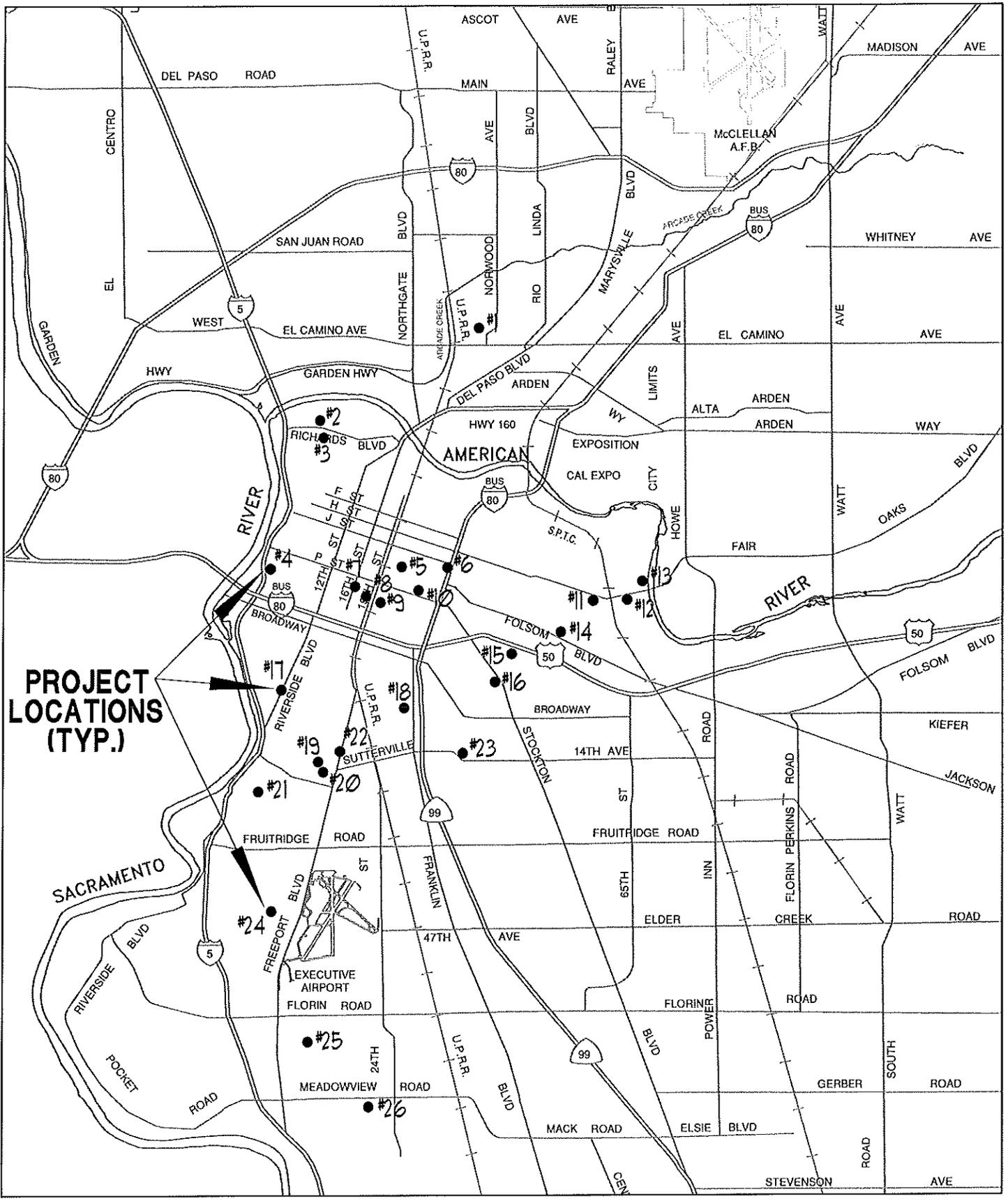
Legend

## GENERAL CONSTRUCTION NOTES

1. Construction shall conform to City of Sacramento Standard Specifications, dated June 2007 and these Special Provisions.
2. The Contractor shall contact Brett Grant (808-1413) of the Department of Utilities, Construction Inspection Section at least two (2) working days before beginning work for the scheduling of construction inspection.
3. The Contractor is responsible for determining the exact location of all existing utilities and for the protection and repair of damage to them. The Contractor shall contact Underground Service Alert (1-800-227-2600) two (2) working days before work is to begin.
4. The Contractor shall be responsible for the protection of all existing survey monuments or markers during construction.
5. For all trench excavations five (5) feet or more in depth, the Contractor shall obtain a permit from the Division of Industrial Safety (2422 Arden Way, Suite 55, Sacramento - Phone 920-6123) prior to beginning any excavation. A copy of this permit shall be available at the construction site at all times.
6. Exact limits of pavement removal and reconstruction shall be determined in the field by the Engineer.
7. Demolition of existing features shall be limited to the items shown on the Drawings and described in the Special Provisions. It shall be the Contractor's responsibility to repair and/or replace all existing improvements damaged by his operations at no additional expense to the City.
8. If unusual amounts of bone, stone or artifacts are uncovered, work within 50 meters of the area shall cease immediately and a qualified archaeologist shall be consulted to develop, if necessary, further mitigation measures to reduce any archaeological impact to a less than significant effect before construction resumes in the area.
9. The Contractor shall field verify all information to accuracy and completeness prior to ordering materials or beginning fabrication.
10. Aerial utilities are not shown on these drawings. The Contractor is responsible for making all necessary adjustments and safety precaution at no additional charge to the City.

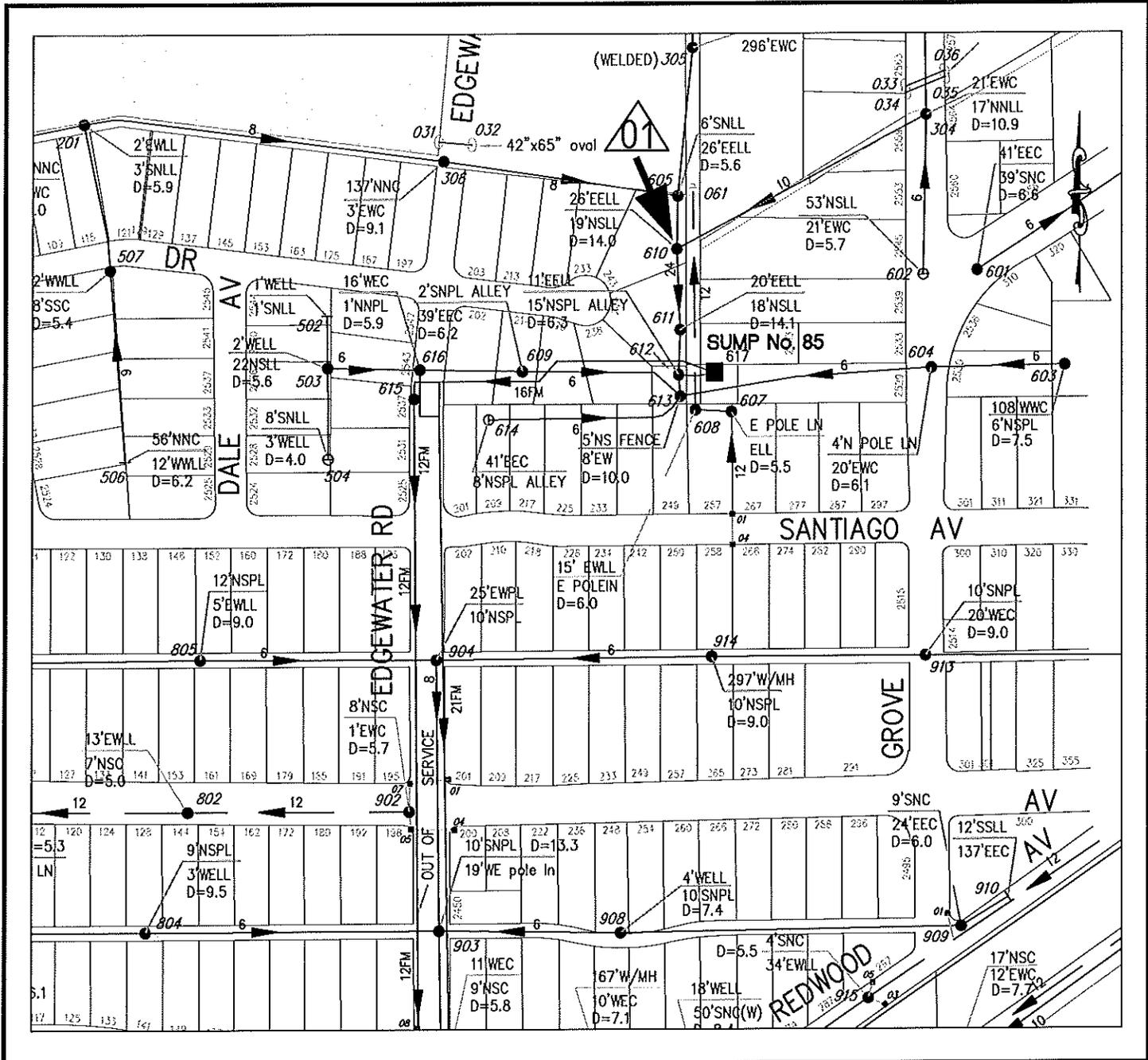
## SUMMARY OF MANHOLES

No.	MH No.	Main Size (in)	Depth (ft)	Rehab MH	Construct Bench	Construct Flowline	Remove Rungs	Adjust Head & Cover	Drop-in Connection	
1	610/W17	24	14	✓						
2	205/Z14	10	6.7	✓	✓					
3	511/Z14	24	6.6	✓	✓					
4	521/DD13	8	4.7	✓	✓	✓		✓		
5	724/DD16	18	5.7	✓	✓	✓				
6	407/DD17	10	5.8	✓	✓	✓	✓			
7	119/EE15	8	2.9		✓	✓				
8	524/EE15	8	3.5	REMOVE (E) MH, CONSTRUCT MH #3						
9	908/EE15	8	3.6	REMOVE (E) MH, CONSTRUCT MH #3						
10	201/EE16	8	5.9	✓	✓				✓	
11	705/EE20	8	8.7	✓	✓	✓	✓		✓(2)	
12	813/EE20	8	8.5	✓	✓	✓			✓	
13	107/EE21	6	4.6		✓					
14	813/FF19	10	7.1	✓	✓					
15	508/GG18	22	8	✓	✓		✓			
16	107/HH18	8	8	✓						
17	804/HH13	60	17.3	✓						
18	108/II16	8	6		✓					
19	907/JJ13	8	14.7	✓	✓				✓	
20	219/KK13	8	UNK	✓		✓				
21	723/KK13	8	7.5	✓						
22	607/JJ14	16	10.2		✓					
23	409/JJ17	8	6.6	✓		✓				
24	509/OO13	6	13.5	✓				✓		
25	710/SS14	6	10	✓						
26	508/UU15	6	UNK	✓	✓	✓		✓		



**PROJECT  
LOCATIONS  
(TYP.)**

**RECONSTRUCTION OF MISC. SEWER MANHOLES 2012  
(PN: X14110400)**

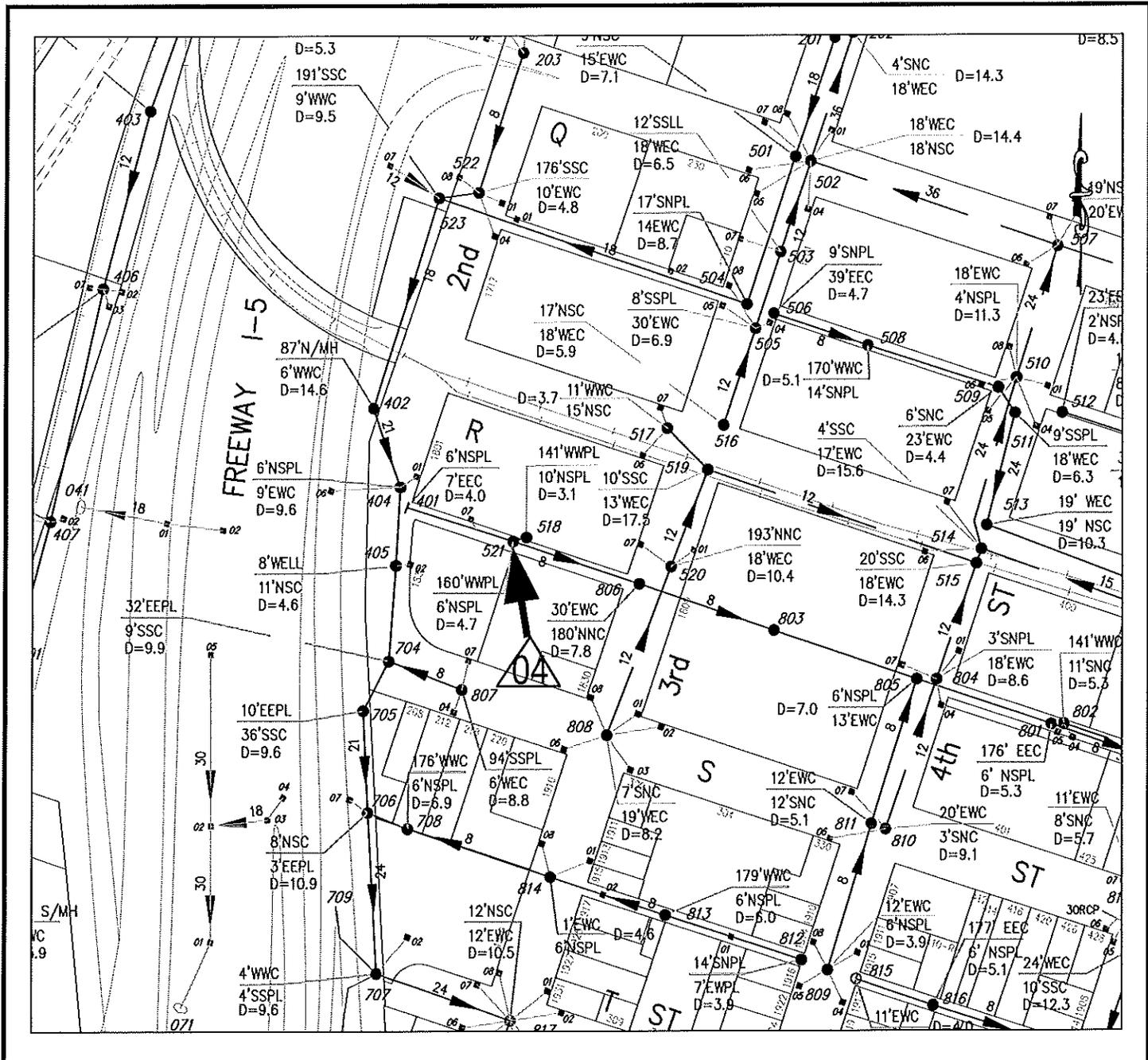


N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct	remove rungs	adj. head & cover	drop-in connection
01	610/W17	277-G6	24	14.0	✓					

**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.

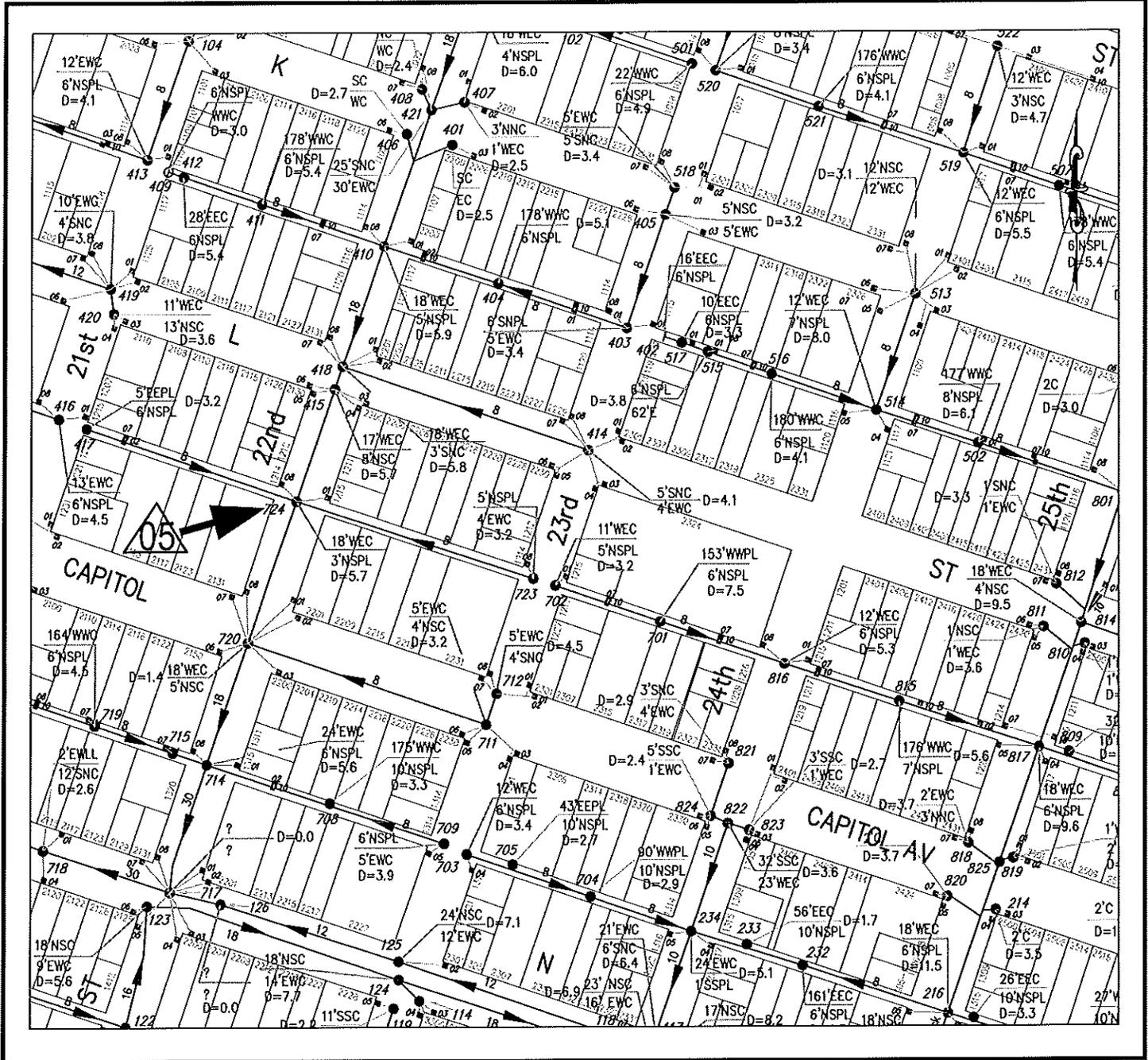




N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct f	remove rungs	adj. head & cover	drop-in connection
04	521/DD13	297-B4	8	4.7	✓	✓	✓		✓	

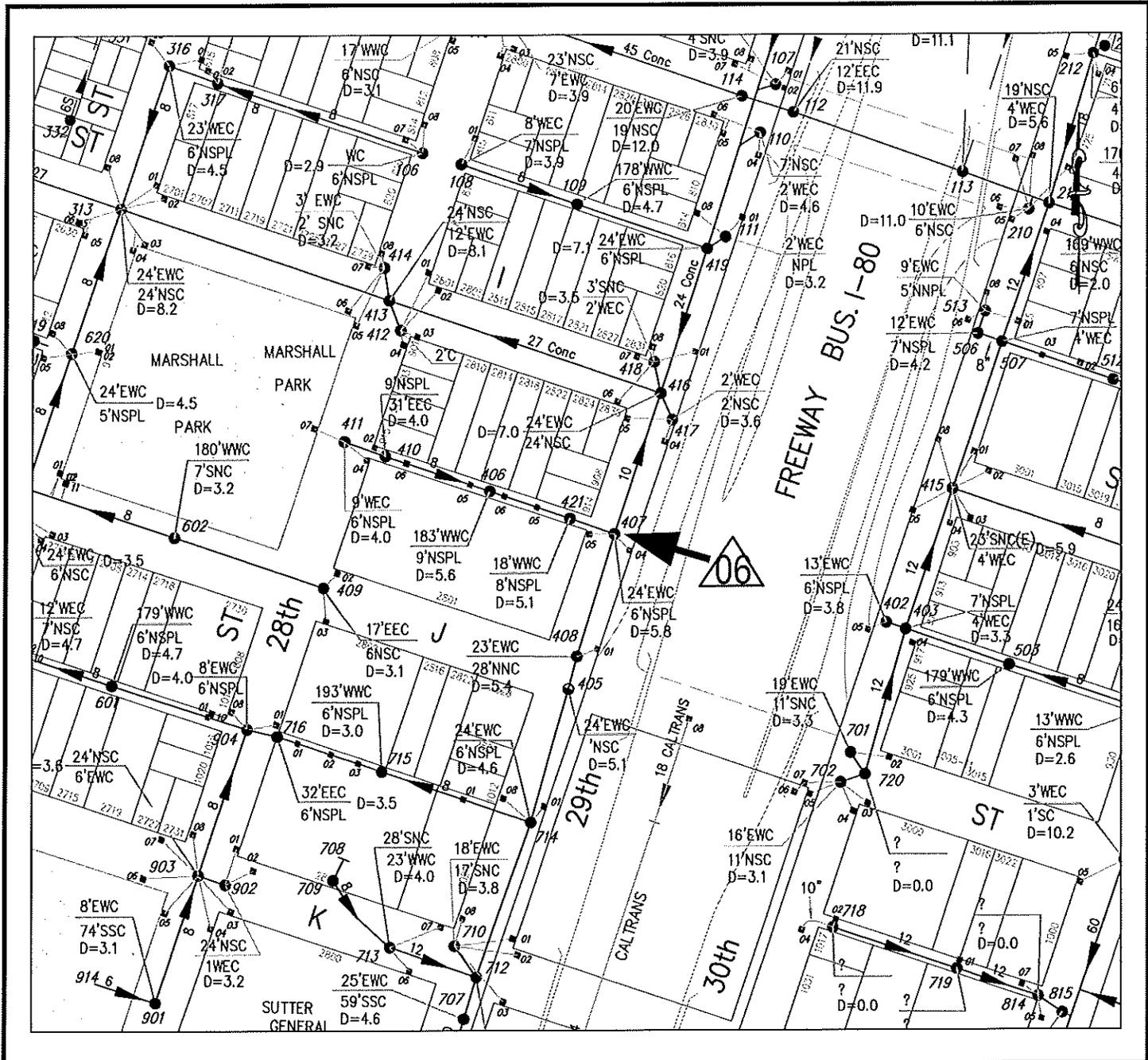
**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.



N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct	remove	adj. head & cover	drop-in connection
05	724/DD16	297-E4	18	5.7	✓	✓	✓			

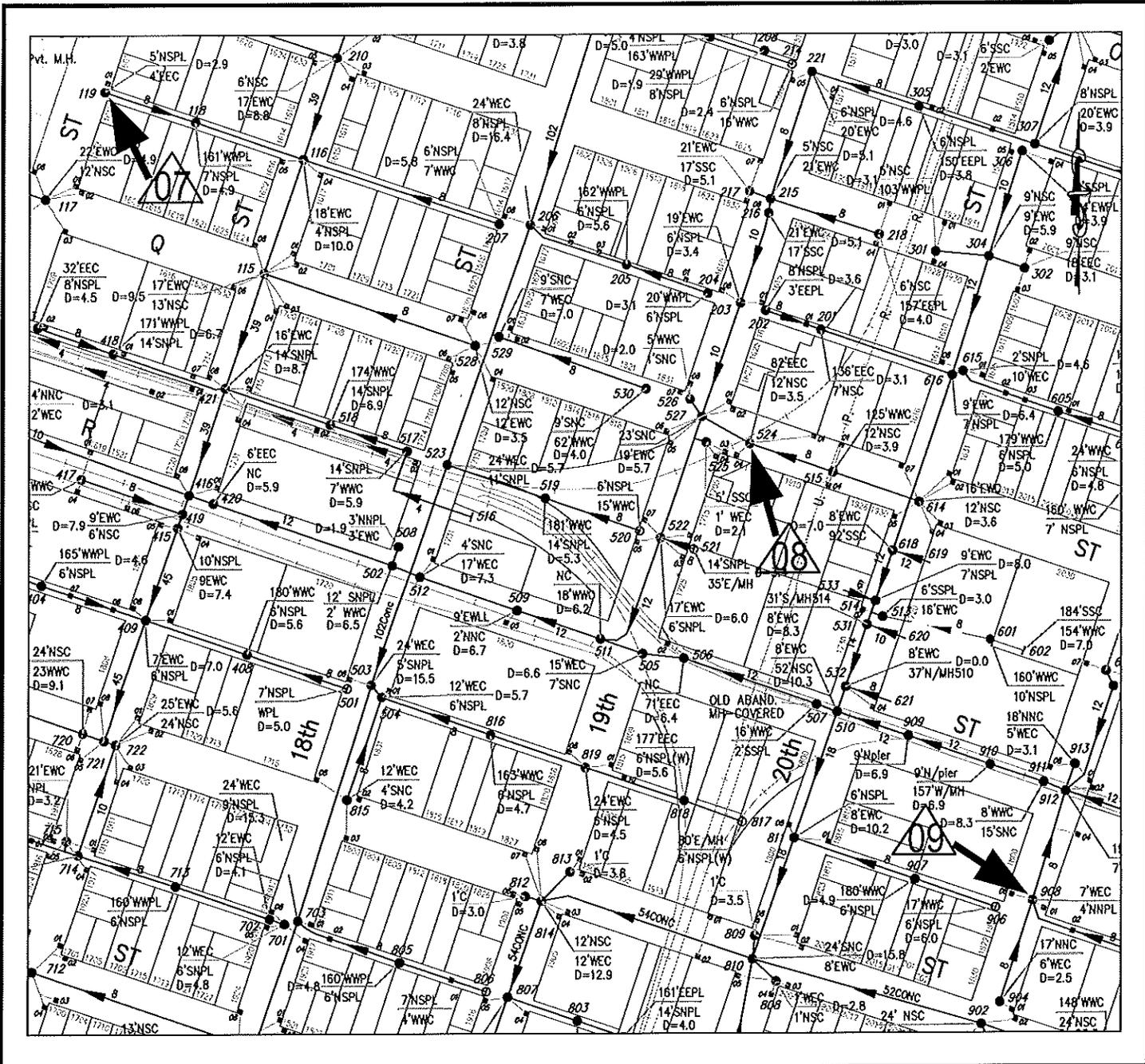
**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.



N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct	remove rungs	adj. head & cover	drop-in connection
06	407/DD17	297-F4	10	5.8	✓	✓	✓	✓		

**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.

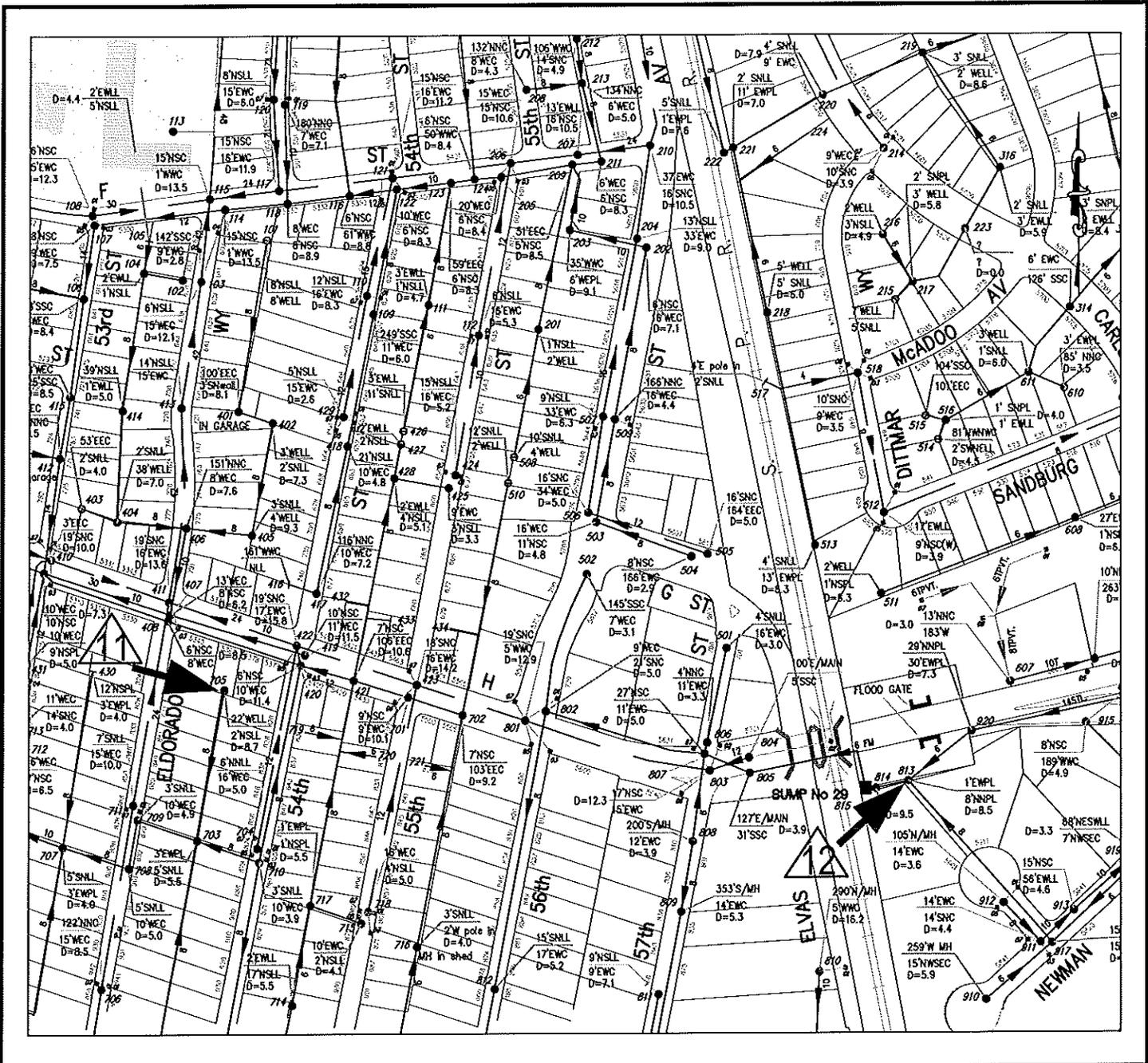


N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct	remove rungs	adj. head & cover	drop-in connection
07	119/EE15	297-D5	8	2.9		✓	✓			
08	524/EE15	297-E5	8	3.5				REMOVE (E) MH, CONSTRUCT MH #3		
09	908/EE15	297-E5	8	3.6				REMOVE (E) MH, CONSTRUCT MH #3		

**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.

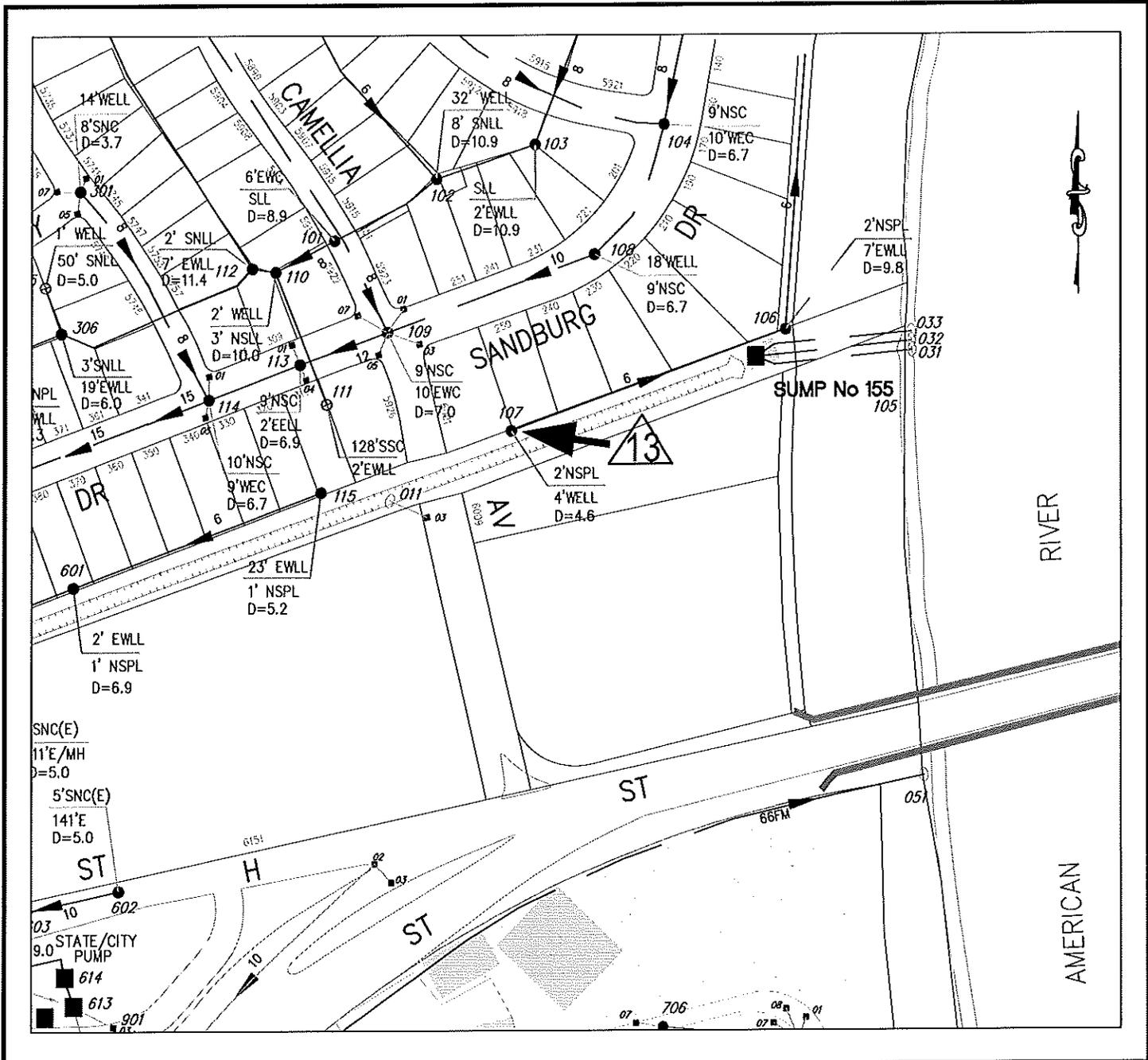




N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct E	remove rungs	adj. head & cover	drop-in connection
11	705/EE20	298-A5	8	8.7	✓	✓	✓	✓		✓(2)
12	813/EE20	298-A5	8	8.5	✓	✓	✓			✓

**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.

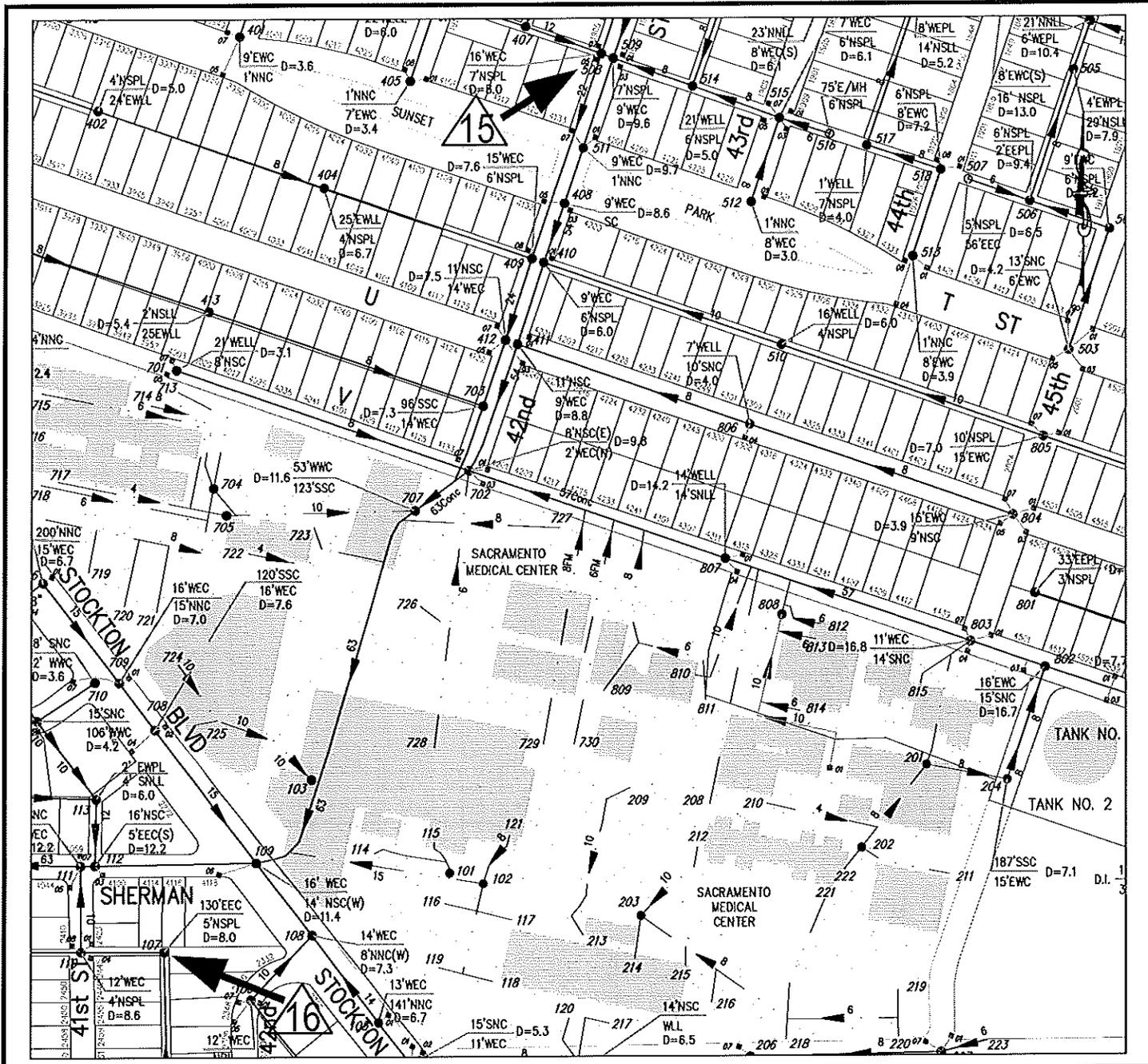


N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct	remove rungs	adj. head & cover	drop-in connection
13	107/EE21	298-B5	6	4.6		✓				

**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.

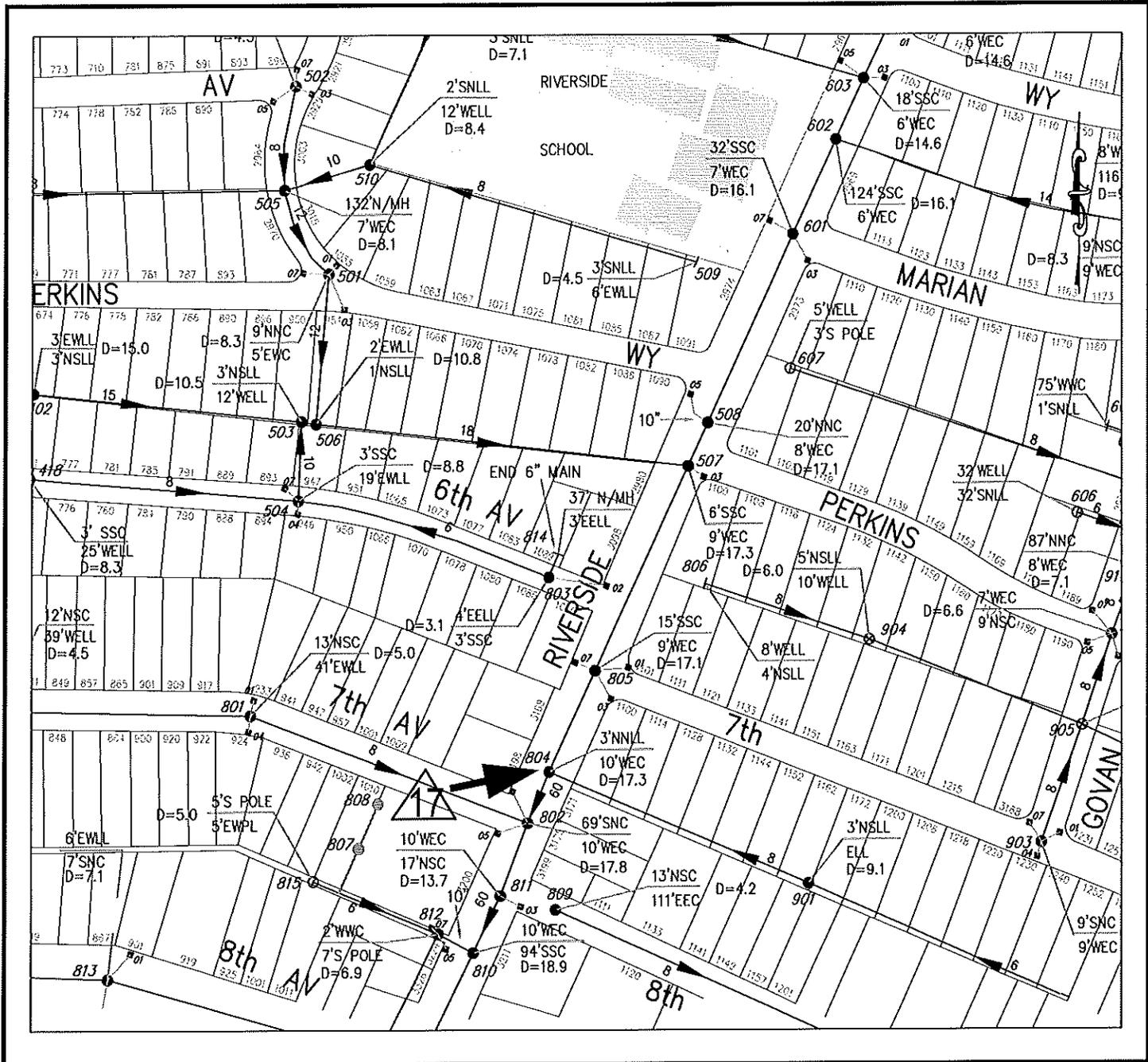




N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct F	remove rungs	adj. head & cover	drop-in connection
15	508/GG18	297-H7	22	8.0	✓	✓		✓		
16	107/HH18	297-G7	8	8.0	✓					

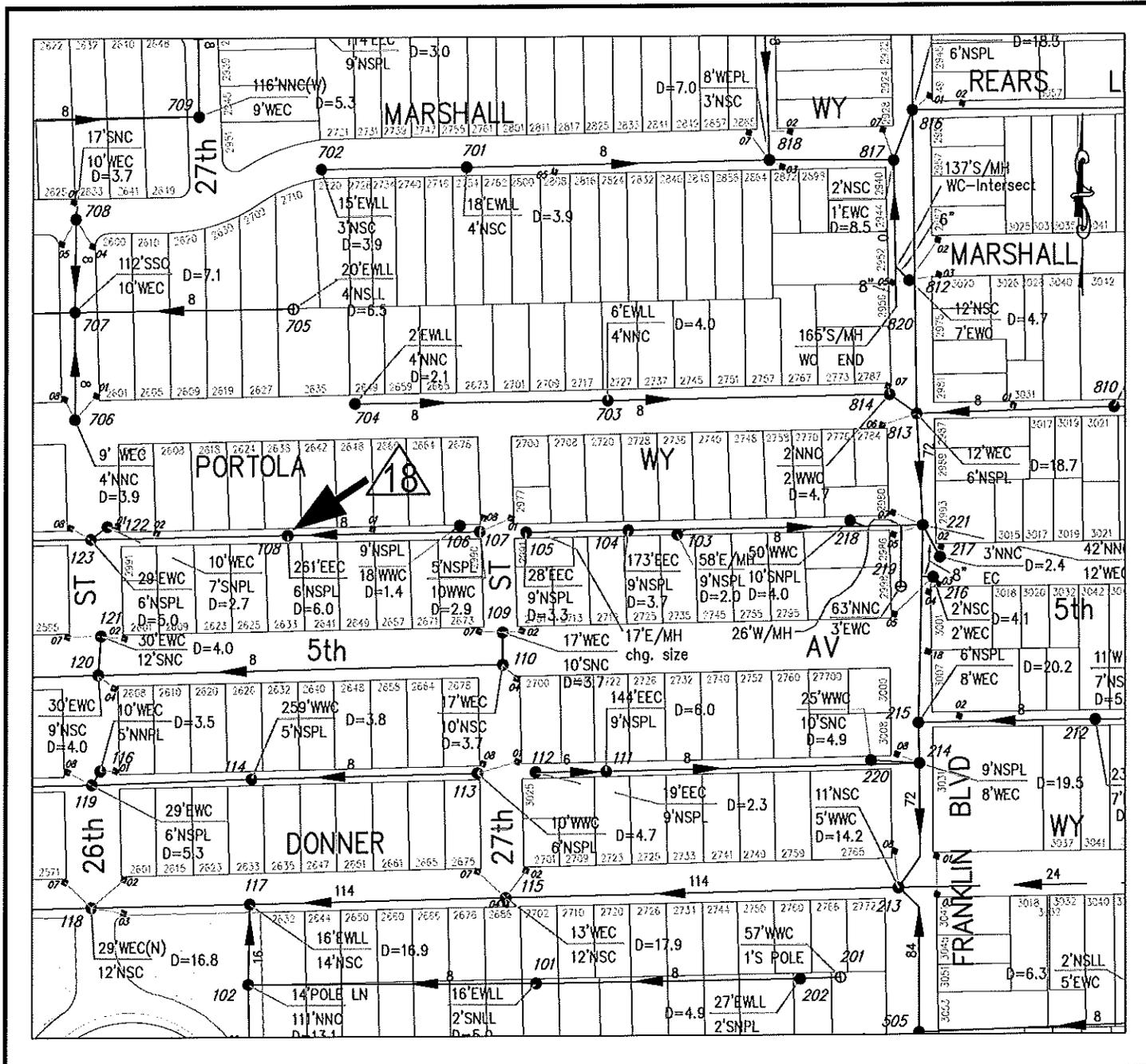
**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.



N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct F	remove rungs	adj. head & cover	drop-in connection
△17	804/HH13	317-B1	60	17.3	✓					

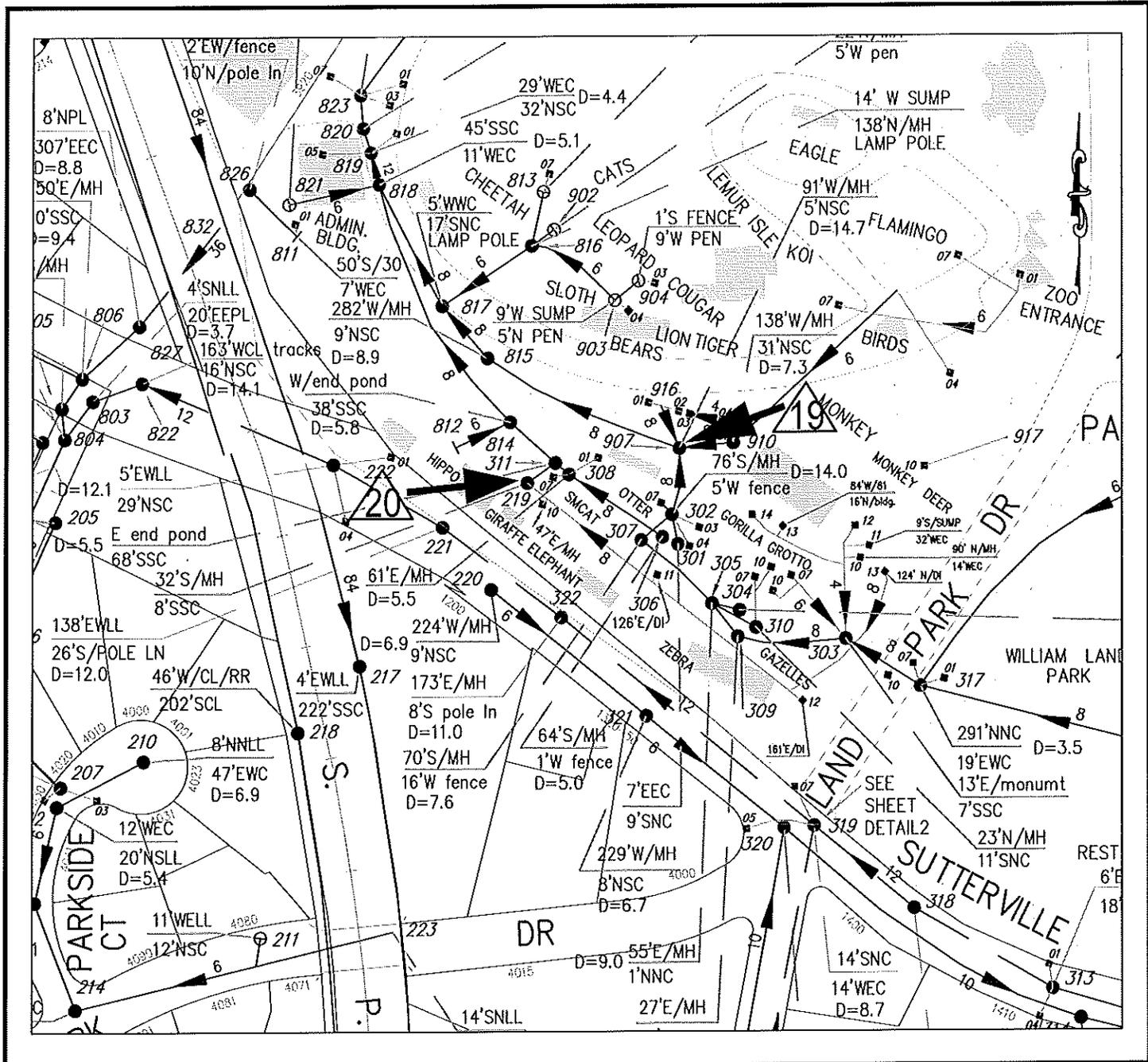
**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.



N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct F	remove rungs	adj. head & cover	drop-in connection
18	108/116	317-E1	8	6.0		✓				

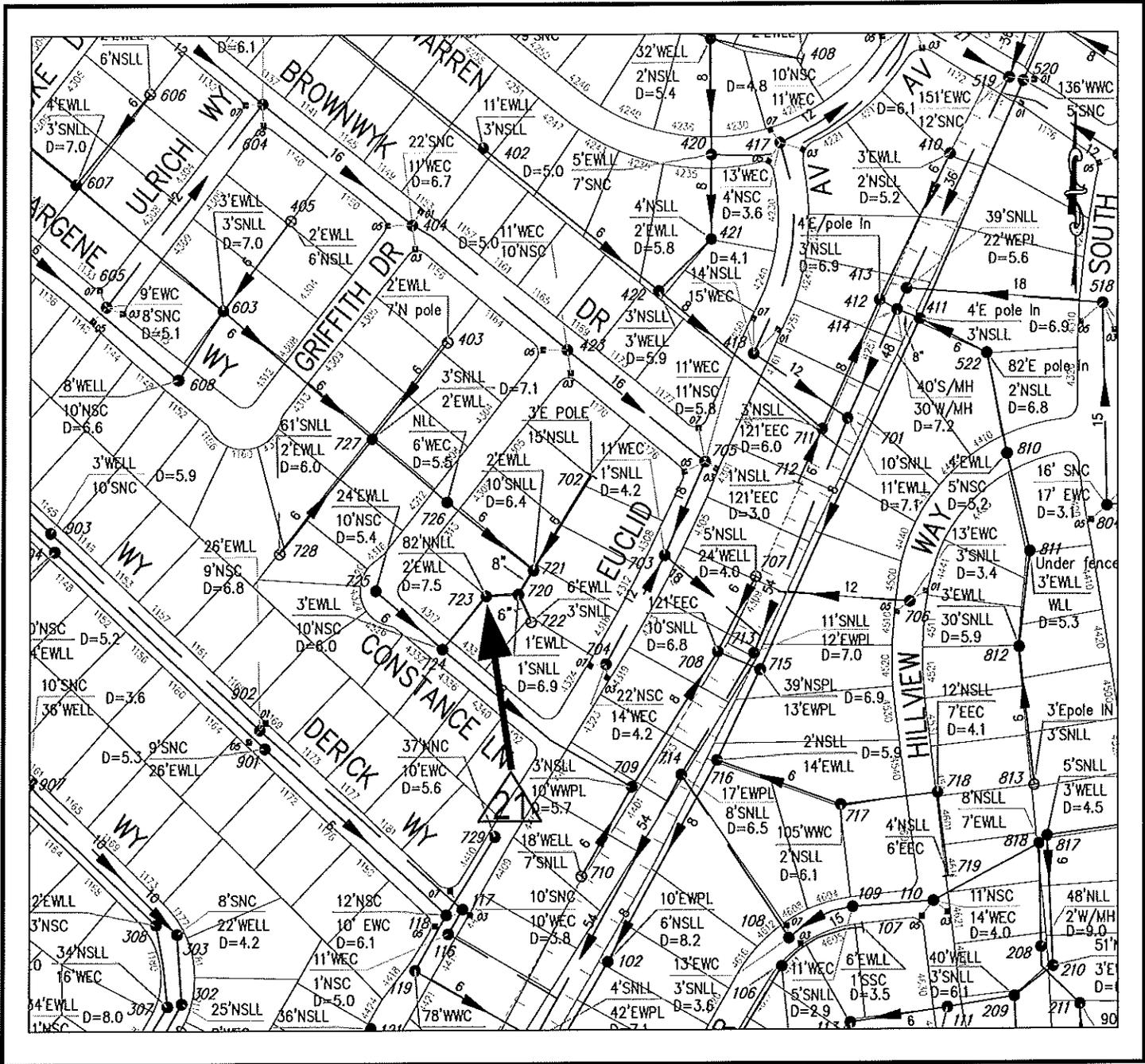
**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.



N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct	remove rungs	adj. head & cover	drop-in connection
19	907/JJ13	317-B2	8	14.7	✓	✓				✓
20	219/KK13	317-B2	8	UNK	✓		✓			

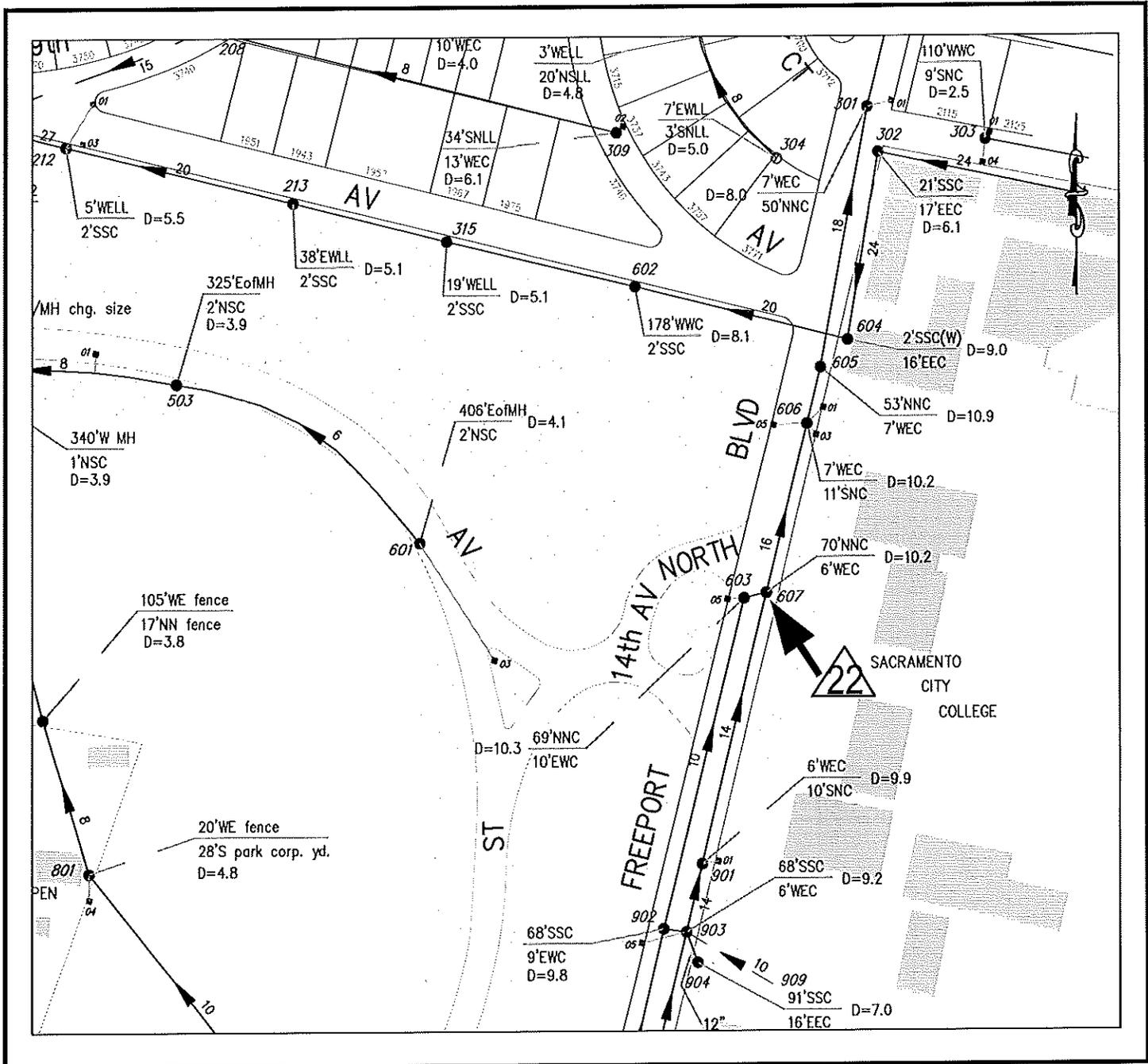
**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.



N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct	remove rungs	adj. head & cover	drop-in connection
21	723/KK13	317-B3	8	7.5	✓					

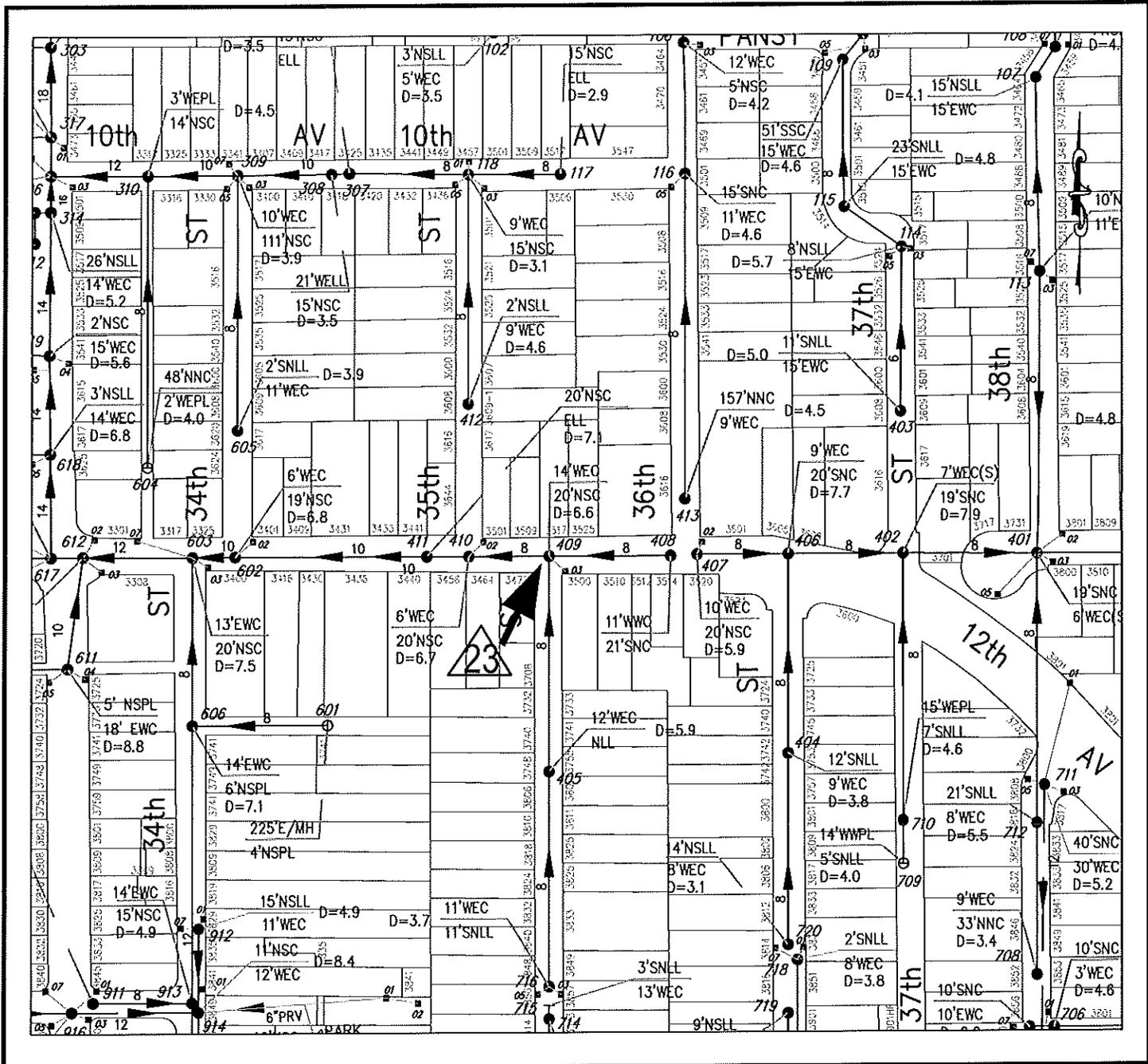
**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.



N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct F	remove rungs	adj. head & cover	drop-in connection
22	607/JJ14	317-D2	16	10.2		✓				

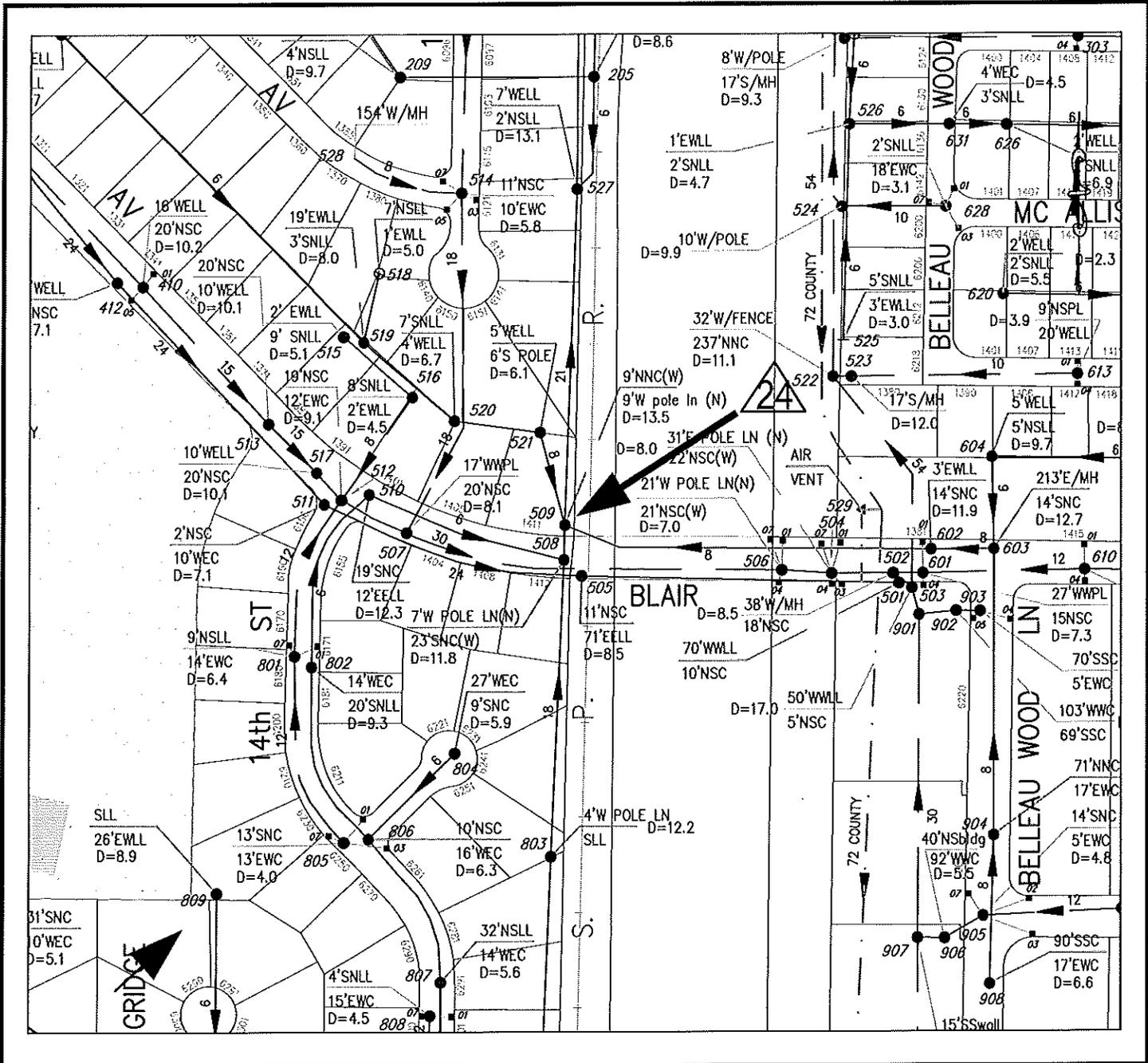
**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.



N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct	remove rungs	adj. head & cover	drop-in connection
23	409/JJ17	317-F2	8	6.6	✓		✓			

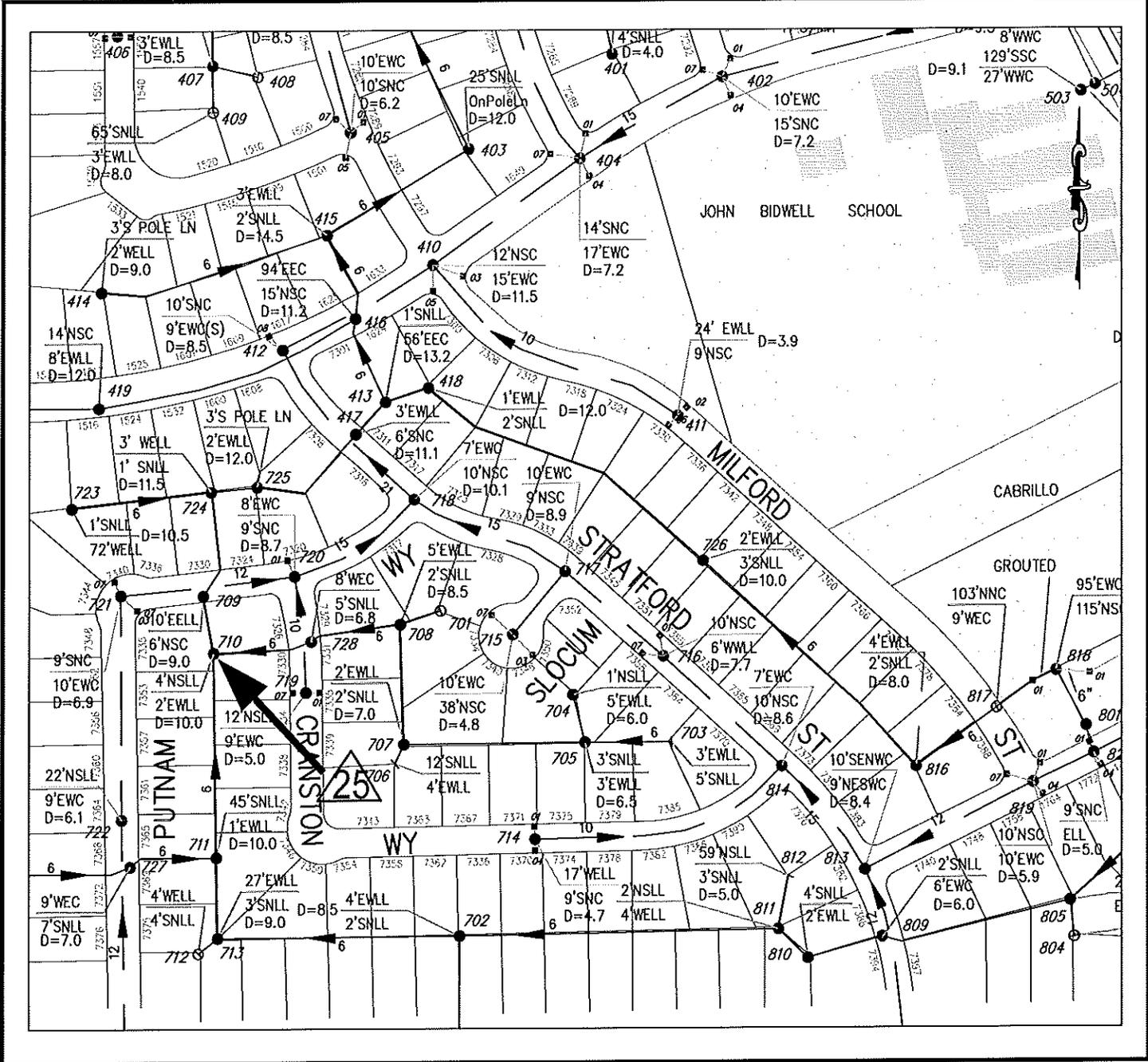
**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.



N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct	remove rungs	adj. head & cover	drop-in connection
24	509/OO13	317-B6	6	13.5	✓				✓	

**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.



N.T.S.

No.	MH No.	Grid Page	Main Size	Depth (ft)	Rehab.	slope bench	construct F	remove rungs	adj. head & cover	drop-in connection
25	710/SS14	337-C2	6	13.5	✓					

**Note:** 1. "Depth", where shown, is approximate and denotes distance from M.H. rim to the deepest pipe flowline.  
 2. Grid page is The Thomas Guide grid.

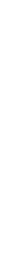
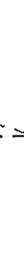
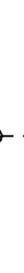


# LEGEND

## ABBREVIATIONS

NE	NORTHEAST
SN	SOUTH OF NORTH
NS	NORTH OF SOUTH
NNC	NORTH OF NORTH CURB
SSC	SOUTH OF SOUTH CURB
NSC	NORTH OF SOUTH CURB
SNC	SOUTH OF NORTH CURB
WWC	WEST OF WEST CURB
EEC	EAST OF EAST CURB
EWV	EAST OF WEST CURB
WEC	WEST OF EAST CURB
SC	SOUTH CURB
NC	NORTH CURB
EC	EAST CURB
WC	WEST CURB
NNLL	NORTH OF NORTH LOT LINE
SSLL	SOUTH OF SOUTH LOT LINE
EELL	EAST OF EAST LOT LINE
WMLL	WEST OF WEST LOT LINE
NNPL	NORTH OF NORTH PROPERTY LINE
SSPL	SOUTH OF SOUTH PROPERTY LINE
EEPL	EAST OF EAST PROPERTY LINE
WWPL	WEST OF WEST PROPERTY LINE
NSLL	NORTH OF SOUTH LOT LINE
SNLL	SOUTH OF NORTH LOT LINE
EWLL	EAST OF WEST PROPERTY LINE
WELL	WEST OF EAST PROPERTY LINE
NSPL	NORTH OF SOUTH PROPERTY LINE
SNPL	SOUTH OF NORTH PROPERTY LINE
EWPL	EAST OF WEST PROPERTY LINE
WEPL	WEST OF EAST PROPERTY LINE
NPL	NORTH PROPERTY LINE
SPL	SOUTH PROPERTY LINE
EPL	EAST PROPERTY LINE
WPL	WEST PROPERTY LINE
(N S E W)	LOOKING THIS PARTICULAR DIRECTION
(E)	EXISTING
CL	CENTERLINE
POLE LN	CENTER OF POLE LINE
D.I.	DRAIN INLET
CB	CATCH BASIN
OPRT	OPEN RIGHT
CNR	CORNER
SLD	SEALED
CONST.	CONSTRUCT
RECONST.	RECONSTRUCT
F	FLOW LINE
D.I.	DRAIN INLET

## SYMBOLS

	SANITARY SEWER MAIN & MANHOLE
	STORM SEWER MAIN & MANHOLE
	PRIVATE SEWER MAIN & MANHOLE
	COUNTY SEWER MAIN & MANHOLE
	FLUSHER OR CLEANOUT WITHOUT COVER
	FLUSHER OR CLEANOUT WITH MANHOLE RING & COVER
	SIZE OF MAIN & DIRECTION OF FLOW
	CHANGE IN SIZE
	FORCE MAIN, SIZE AS SHOWN
	SUMP, NUMBER AS SHOWN
	MANHOLE & GUTTER DRAINS OR DROP INLETS
	"D" DENOTES DEPTH OF MANHOLE FROM RIM TO DEEPEST PIPE FLOWLINE
	SEPERATION MANHOLE
	LOCATION NUMBER
	MAINTENANCE HOLE IDENTIFICATION NUMBER
	PRIVATE STORM MAIN
	SUMMIT MANHOLE
	MAINTENANCE HOLE
	OUTFALL, FLAGGATE IF NOTED

## **APPENDIX B**

### List of Primary Streets

DWG. No. S-70 – Standard Manhole #3

DWG. S-80 – Standard Manhole No. 3A

DWG. S-130 – Inside/Outside Drop Connection

DWG. S-140 – Standard Manhole Head 1, Cover A

## PRIMARY STREETS

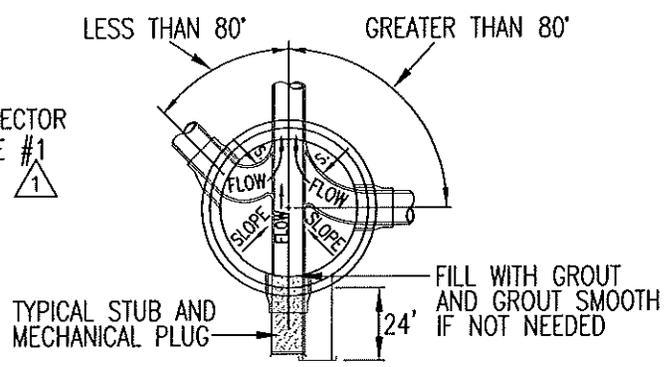
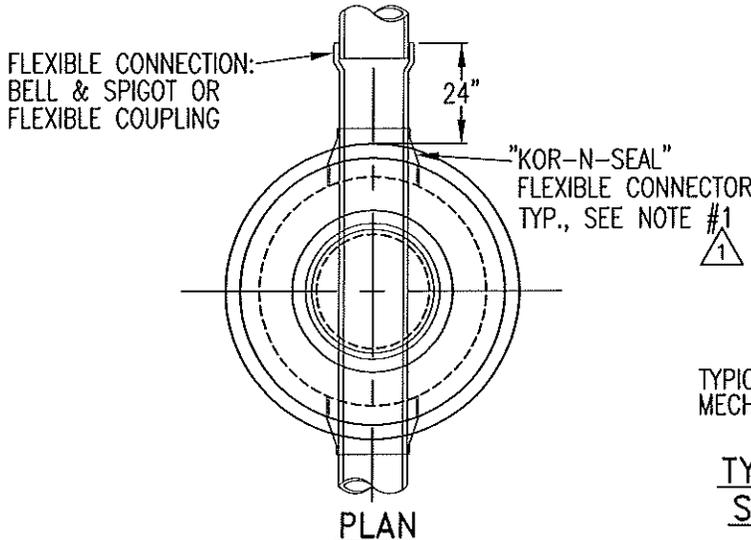
3<sup>rd</sup> Street between I St and Broadway  
5<sup>th</sup> Street between H St and Broadway  
6<sup>th</sup> Street between H St and Q St  
7<sup>th</sup> Street between G St and T St  
8<sup>th</sup> Street between G St and Broadway  
9<sup>th</sup> Street between G St and Broadway  
10<sup>th</sup> Street between G St and Broadway  
11<sup>th</sup> Street between G St and Q St  
12<sup>th</sup> Avenue between Martin Luther King, Jr. Bl and Sutterville Rd  
12<sup>th</sup> Street between N. 12<sup>th</sup> St and W St 13<sup>th</sup> Street between H St and L St  
14<sup>th</sup> Street between G St and L St  
15<sup>th</sup> Street between F St and Broadway  
16<sup>th</sup> Street between N. 16<sup>th</sup> St and Broadway  
19<sup>th</sup> Street between G St and Broadway  
21<sup>st</sup> Street between 4<sup>th</sup> Ave and G St  
24<sup>th</sup> Street, between (Knight Way and Meadowview Rd) and (W St and 2<sup>nd</sup> Ave)  
29<sup>th</sup> Street between D St and W St  
30<sup>th</sup> Street between E St and T St  
34<sup>th</sup> Street between Folsom Bl and Broadway  
43<sup>rd</sup> Avenue west of South Land Park Dr  
47<sup>th</sup> Avenue, City portions between 24<sup>th</sup> St and Stockton Bl  
55<sup>th</sup> Street  
59<sup>th</sup> Street between Folsom Bl and Broadway  
65<sup>th</sup> Street Expressway between Elvas Ave and south City boundary  
Alhambra Boulevard between E St and Broadway  
Alta Arden Expressway  
Alta Valley Way  
American River Drive between Howe Ave and Munroe St  
Arcade Boulevard between Marysville Bl and Marconi Ave  
Arden Way  
Azevedo Drive  
Broadway  
Bruceville Road  
Capitol Avenue between 15<sup>th</sup> St and Folsom Bl  
Carlson Drive  
Center Parkway  
Challenge Way  
College Town Drive

Connie Drive between Roseville Rd and Marconi Ave  
Cosumnes River Boulevard  
Del Paso Boulevard south of Marysville Bl  
E Street between 27<sup>th</sup> St and Alhambra Bl  
El Camino Avenue  
Elder Creek Road  
Elsie Avenue  
Elvas Avenue between 56<sup>th</sup> St and 65<sup>th</sup> St  
Ethan Way  
Evergreen Street  
Exposition Boulevard  
Fair Oaks Boulevard  
Florin Perkins Road  
Florin Road  
Folsom Boulevard  
Franklin Boulevard  
Freeport Boulevard  
Fruitridge Road  
G Street between 7<sup>th</sup> St and Alhambra Bl  
Garden Highway  
Greenhaven Drive  
H Street  
Heritage Lane  
Hornet Drive  
Howe Avenue  
I Street between 3<sup>rd</sup> St and 29<sup>th</sup> St  
J Street  
Jackson Road  
Jibboom Street  
K Street between 15<sup>th</sup> Street and Alhambra Bl  
L Street between 3<sup>rd</sup> St and Alhambra Bl  
La Mancha Way  
La Riviera Drive  
Land Park Drive  
Mack Road  
Main Avenue west of Kelton way  
Marconi Avenue  
Martin Luther King, Jr. Boulevard  
Marysville Boulevard between Del Paso Bl and Bell Ave  
Meadowview Road  
Munroe Street  
N Street between 2<sup>nd</sup> St and Alhambra Bl  
North 12<sup>th</sup> Street

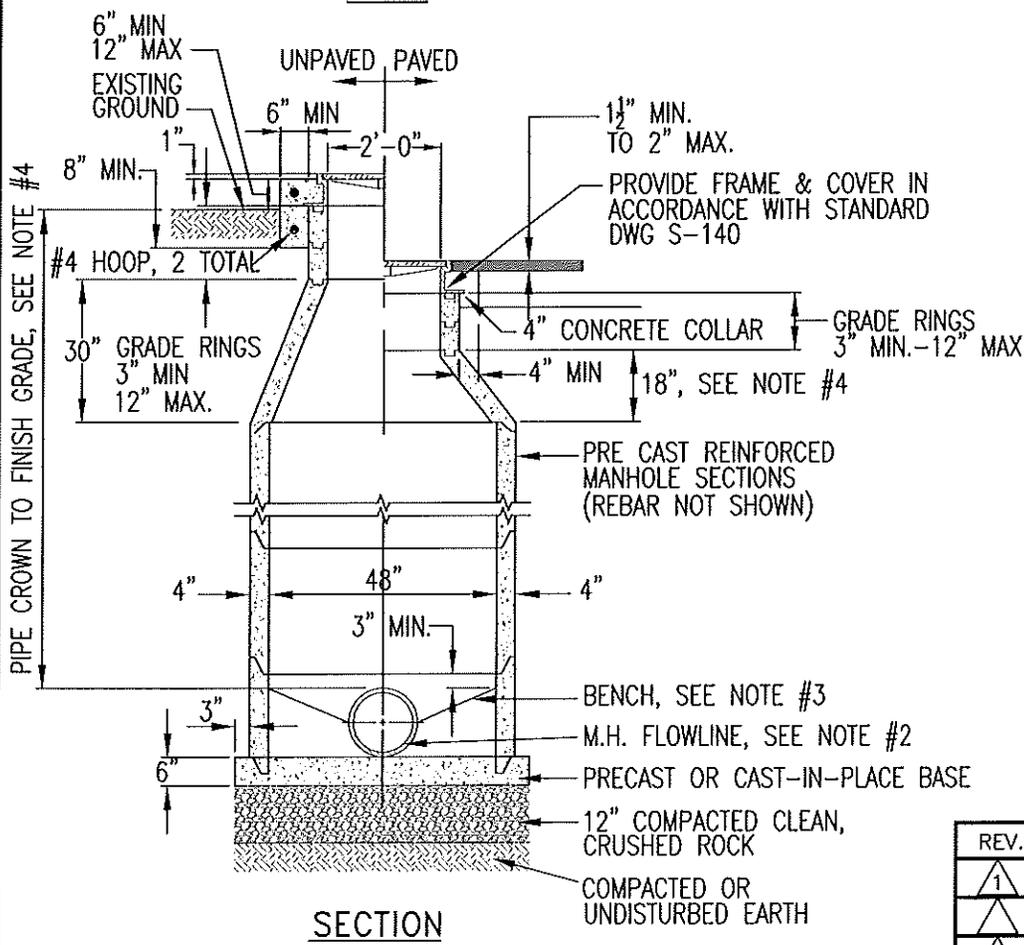
North 16<sup>th</sup> Street  
North B Street between N. 7<sup>th</sup> St and 16<sup>th</sup> St  
Northgate Boulevard  
Norwood Avenue  
P Street between 2<sup>nd</sup> St and Stockton Bl  
Pocket Road  
Point West Way  
Power Inn Road  
Q Street between 2<sup>nd</sup> St and Alhambra Bl  
Raley Boulevard  
Response Road  
Richards Boulevard  
Rio Linda Boulevard  
Riverside Boulevard  
Roseville Road  
Royal Oaks Drive  
San Juan Rd  
Seamas Avenue east of Riverside Bl  
South Land Park Drive  
South Watt Avenue  
Sproule Avenue  
Stockton Boulevard  
Sunbeam Avenue  
Sutterville Road  
T Street between 34<sup>th</sup> St and 39<sup>th</sup> St  
Truxel Road  
University Ave between Campus Commons Rd and Fair Oaks Bl  
Valley Hi Drive between Franklin Bl and Mack Rd  
W Street between 3<sup>rd</sup> St and 29<sup>th</sup> St  
West El Camino Avenue  
Windbridge Drive  
Winding Way  
X Street between 3<sup>rd</sup> St and Alhambra Bl

**NOTES:**

1. MANHOLES SHALL CONFORM TO SECTION 25 OF THE STANDARD SPECIFICATIONS. ANY CONNECTIONS ABOVE MANHOLE BASE SHALL BE CORED AND INSTALLED WITH RESILIENT FLEXIBLE CONNECTION. AN ADDITIONAL FLEXIBLE CONNECTION SHALL BE PLACED 24" OUTSIDE BASE.
2. FLOWLINE MATERIAL FOR MAIN PIPE AND INTERSECTING MAINS SHALL BE VITRIFIED CLAY EXCEPT: IF MANHOLE BASE IS PRECAST CONCRETE; OR MANHOLE BASE IS PLACED OVER MAIN WHICH IS "LAID THROUGH", IN WHICH CASE FLOWLINE MATERIAL SHALL BE SAME AS MAIN.
3. MANHOLE BENCH SHALL SLOPE UPWARDS FROM THE SPRING-LINE OF THE PIPE TO THE PROJECTED LEVEL OF THE CROWN OF THE PIPE AT THE MANHOLE WALL OR 12" ABOVE THE SPRING-LINE, WHICHEVER IS LESS.
4. IF PIPE CROWN TO FINISH GRADE IS BETWEEN 30" AND 39", USE A 18" CONE. IF LESS THAN 30", USE A FLAT SLAB TOP. △ 1



**TYPICAL PLAN VIEW OF MANHOLE SHOWING INTERSECTING SEWERS**



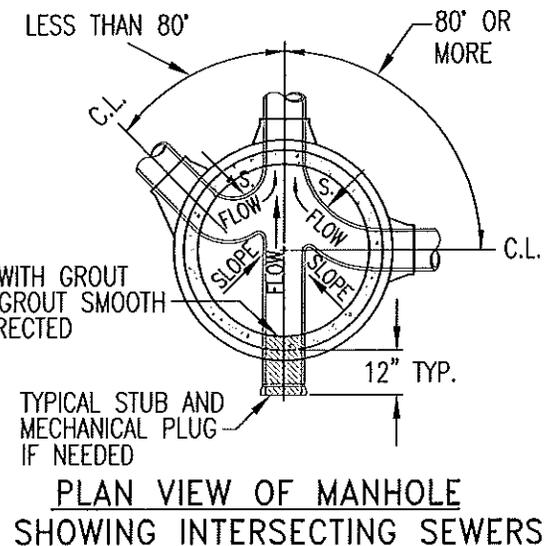
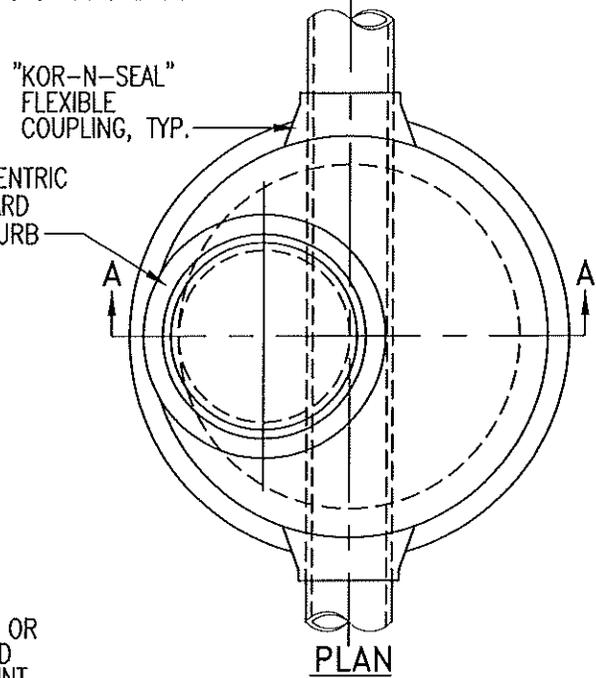
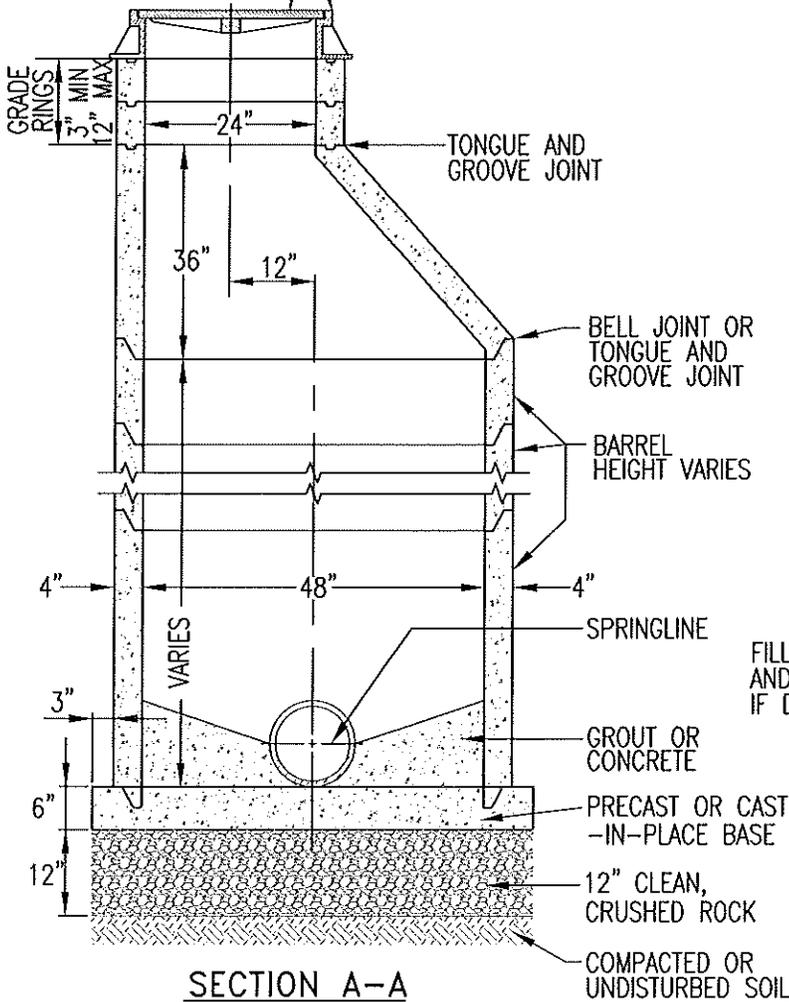
REV.	DATE	DESCRIPTION
△ 1	03-23-09	Noted
△		
△		

R:\Utilities\City\_Std\_Details\Sewer\_Drainage\S-70

**NOTES**

1. USE STANDARD MANHOLE 3A WHEN GREATER THAN 8 FEET DEEP, FOR SANITARY SEWER PIPES LESS THAN 21" DIA. AND FOR STORM DRAIN PIPE LESS THAN 27" DIA.
2. MANHOLES SHALL CONFORM TO SEC. 25 OF THE CITY STANDARD SPECIFICATIONS.
3. FLOWLINE MATERIAL FOR SEWER MAINS AND INTERSECTING MAINS SHALL BE VITRIFIED CLAY EXCEPT: IF MANHOLE BASE IS PRECAST CONCRETE, OR MANHOLE BASE IS PLACED OVER MAIN WHICH IS "LAID THROUGH", IN WHICH CASE FLOWLINE MATERIAL SHALL BE SAME AS MAIN.
4. FLOWLINE MATERIAL FOR STORM DRAIN PIPE SHALL BE THE SAME AS MAIN LINE PIPE WHEN "LAID THROUGH", OR GROUTED TO THE SPRINGLINE MATCHING THE EXITING PIPE DIAMETER.
5. MANHOLE BENCH SHALL SLOPE UPWARDS FROM THE SPRING-LINE OF THE PIPE TO THE PROJECTED LEVEL OF THE CROWN OF THE PIPE AT THE MANHOLE WALL OR 12 INCHES ABOVE THE SPRING-LINE, WHICHEVER IS LESS.
6. CORE OPENING AND USE "KOR-N-SEAL" OR APPROVED EQUAL FLEXIBLE COUPLINGS ON ALL CONNECTIONS TO MANHOLE EXCEPT IF PIPE IS "LAID THROUGH" AND CAST INTO BASE. IF PIPE IS "LAID THROUGH", CONTRACTOR SHALL PROVIDE WATER STOP WHERE PIPE IS CAST INTO BASE.
7. IF MANHOLE IS PLACED IN NON-PAVED AREA, SEE S-70

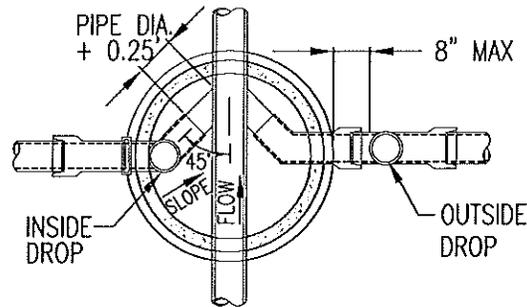
STANDARD HEAD 1 AND COVER A UNLESS OTHERWISE SPECIFIED. SEE S-140



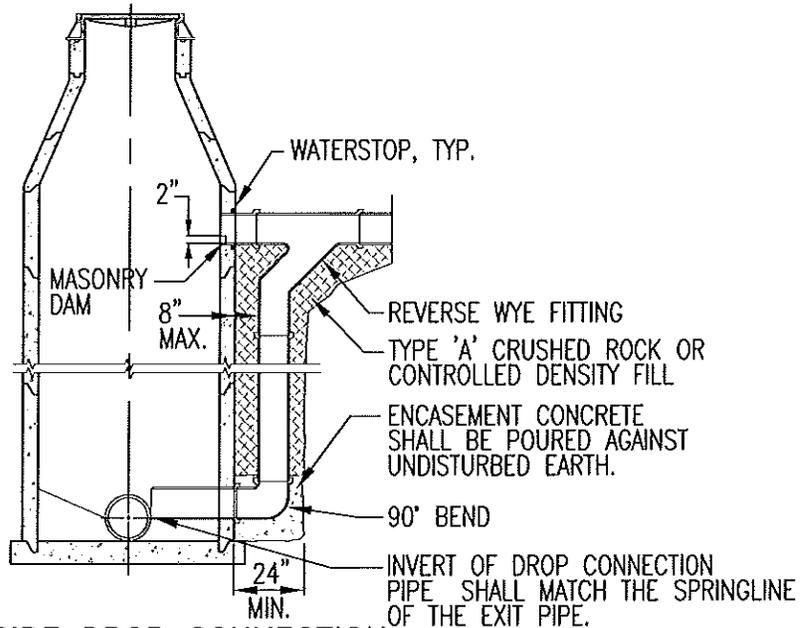
**SECTION A-A**

REV.	DATE	DESCRIPTION
△		
△		
△		

R:\Utilities\City\_Std\_Details\Sewer\_Drainage\S-80

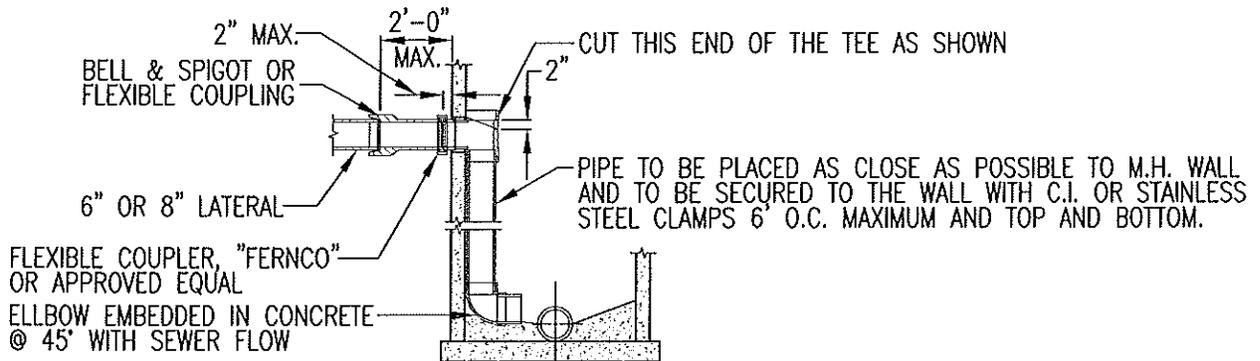


PLAN  
INSIDE & OUTSIDE DROP MANHOLE



OUTSIDE DROP CONNECTION

FOR 10" AND LARGER DROP OR WHERE SPECIFICALLY INDICATED ON THE DRAWINGS



INSIDE DROP CONNECTION

NOTES:

1. ALL INSIDE AND OUTSIDE DROP PIPING TO BE P.V.C. IN CONFORMANCE WITH ASTM D3034 (SDR 35).
2. ALL JOINTS SHALL BE SOLVENT WELDED.
3. DROP CONNECTION PIPE AND FITTINGS TO BE SAME SIZE AS LATERAL.
4. INSIDE DROP CONNECTIONS SHALL BE CORE-BORED. PROVIDE WATER-TIGHT CONNECTIONS WITH NON-SHRINK EPOXY GROUT AS DIRECTED BY ENGINEER.
5. PIPE JOINTS SHALL BE BELL & SPIGOT OR FLEXIBLE COUPLERS SUCH AS "FERNCO" OR APPROVED EQUAL.

REV.	DATE	DESCRIPTION
1	03-23-09	Title
△		
△		

