

Meeting Date: 8/19/2014

Report Type: Consent

Report ID: 2014-00530

Title: Contract Award: Sears Ditch Liner Repair (W14120601)

Location: District 2

Recommendation: Pass a Motion approving the contract plans and specifications for the project, and awarding the contract to Superior Gunite, for an amount not to exceed \$155,510.

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

Presenter: None

Department: Department Of Utilities

Division: Engineering & Water Resources

Dept ID: 14001311

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Location Map
- 4-Agreement

City Attorney Review

Approved as to Form
Joe Robinson
8/7/2014 5:01:23 PM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 8/6/2014 1:50:10 PM

Description/Analysis

Issue Detail: This project will repair several holes and replace approximately 500 lineal feet of the severely deteriorated concrete lining in what is known as the Sears Ditch (see background).

Policy Considerations: 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.

Economic Impacts: The project is expected to create 0.6 total jobs (0.4 direct jobs and 0.2 jobs through indirect and induced activities), and create \$96,017 in total economic output (\$60,520 of direct output and another \$35,497 of output through indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations: The Community Development Department, Environmental Planning Services Division Manager, has reviewed the proposed project and has determined that it is exempt from the California Environmental Quality Act (CEQA) requirement for the preparation of environmental documents, under CEQA Guidelines Section numbers 15301 (Existing Facilities) and 15302 (Replacement and Reconstruction). The project consists of the repair and maintenance of a gunite-lined drainage ditch by removing and replacing the deteriorating existing gunite lining. The project is located on the same site and has substantially the same purpose and capacity as the gunite lining that will be replaced. The project will result in no change in function of the existing drainage ditch and will not result in any significant impacts.

Sustainability: The project is consistent with the City's Sustainability Master Plan by improving infrastructure reliability, which will reduce energy-intensive maintenance efforts.

Commission/Committee Action: Not applicable

Rationale for Recommendation: The project was publicly advertised, and four bids were received and opened on July 23, 2014. The low bidder is Superior Gunite at \$155,510. Staff recommends contract award to Superior Gunite, Inc., as the lowest responsive and responsible bidder. The bids are summarized below:

Contractor	Bid Amount
Superior Gunite.	\$ 155,510
Grand Sierra	\$ 155,900
A Better Idea Construction	\$ 185,550
Drill Tech Drilling & Shoring, Inc.	\$ 375,225

The Engineer's construction estimate was \$159,625.

Financial Considerations: The construction contract is for an amount not to exceed \$155,510, and the total project cost is estimated to be \$225,000. There are sufficient storm drainage funds in project W14120601 (Fund 6011) to award and complete the project.

Local Business Enterprise (LBE): This project includes a minimum participation level of 5% for LBEs as required by Ordinance 2013-0036 and Resolution 2013-0373, adopted by the City Council on November 19, 2013. Superior Gunitite meets the LBE minimum participation level with a proposed participation level of 15.3%.

Background

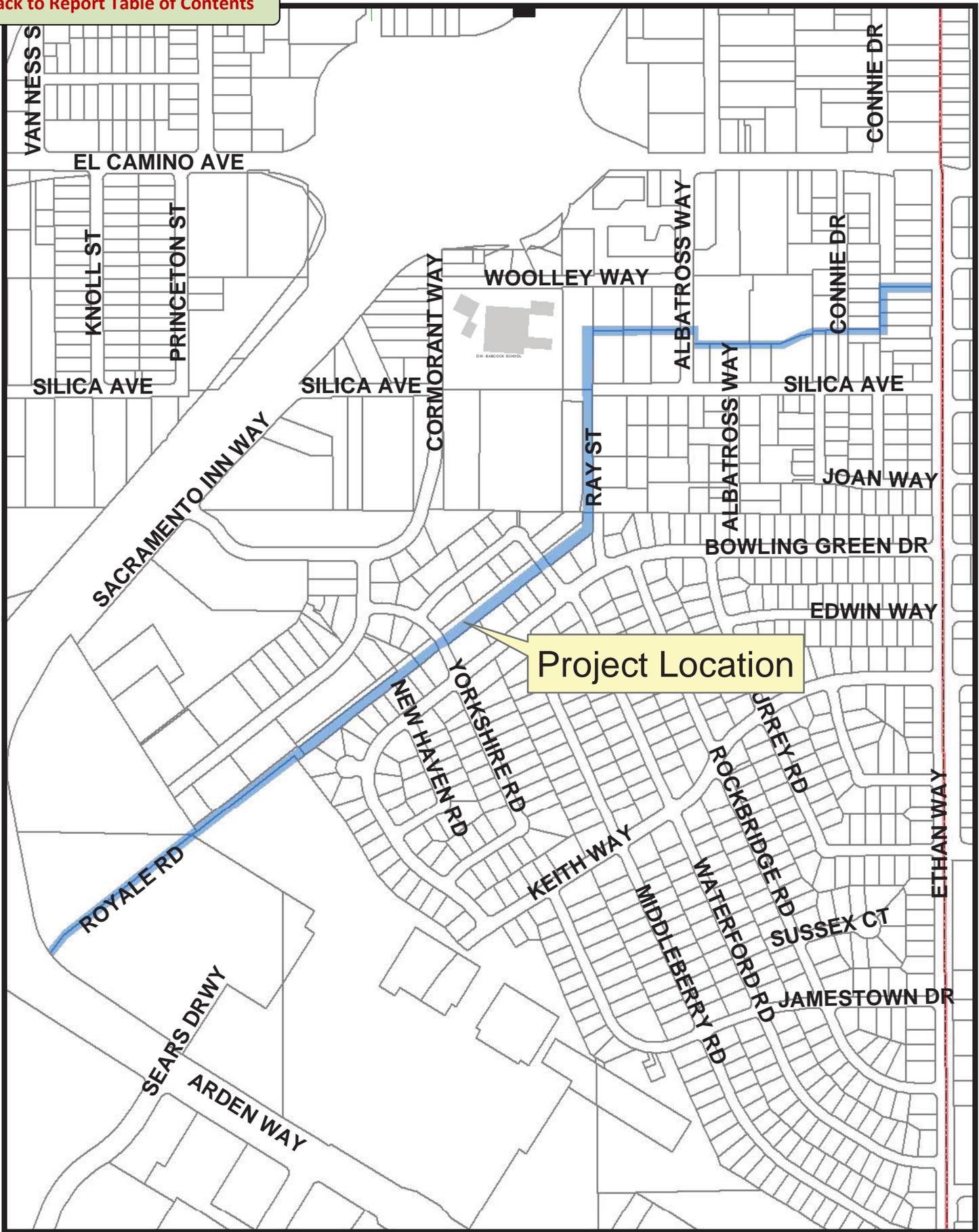
The Sears Ditch is an open drainage collection ditch through the Swanston Estates neighborhood of Sacramento. It is an urban re-alignment of a natural drainage course that flows past the Sears Store at the west end of Arden Fair Mall. The open ditch, about a mile of which is within the City, carries drainage that ends up in the American River via City Drainage Sump 152 (east of Business 80 at west end of Cal Expo). The construction history of this ditch is not well-documented, but construction plans dated November 1975 indicate the lining to be replaced now existed in 1975.

Other than routine cleaning of trash and weeds, no maintenance has been performed to the existing gunite lining which is now near the end of its service life. The existing lining is severely cracked, which fosters weed growth that restricts flow, and there's an approximately 100-foot long section where the sideslopes have failed.

This project consists of replacing approximately 500 lineal feet of the existing gunite lining west of Albatross Way. Included in the scope of work is setting up bypass equipment; demolition of some ancillary facilities; removal and replacement of the liner; and patching several small-to-medium sized holes, all northeast of Yorkshire Way.

The Department of Utilities (DOU) has applied for a project-specific Lake and Streambed Alteration Agreement from the California Dept. of Fish & Wildlife (DFW) to authorize this work. Although the proposed construction is similar to what is typically performed under DOU's Routine Maintenance Agreement (RMA) with DFW, the specific project duration and planned activities exceed what is covered in the RMA, which necessitates a project-specific Lake and Streambed Alteration Agreement. On August 7th, DFW issued the Agreement (Notification No. 1600-2014-0160-R2) for the project.

The Sears Ditch Liner Project (W14120601) is part of the Miscellaneous Ditch Repair Project (W14120600) established to fund ditch repairs.



PN: W14120601



CONTRACT DOCUMENTS

FOR

SEARS DITCH LINER REPAIR

CIP No.: W14120601

B15141321004

Engineer's Estimate: \$160,000

Non-Mandatory Pre-Bid Site Visit: Wednesday, July 9th, 2014 @ 9:00 AM. Start at Ray Street & Silica Ave intersection (Project station 33+50), Sacramento, CA 95815

For Pre-Bid Information Call:

Stu Williams
Civil Engineer
(916) 808-1410

Plans bound with specifications

Bids must be received before 2:00 PM
July 23, 2014 at the following location:
Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

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NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

Sealed Proposals, as set forth in the Contract Documents, will be received by the City of Sacramento, Office of the City Clerk, 915 I Street, New City Hall, 5th Floor, Public Counter, up to the hour of 2:00 p.m. on **July 23, 2014**, and opened as soon thereafter as business allows for a capital improvement project (CIP) titled:

SEARS DITCH LINER REPAIR
(CIP: W14120601) (B15141321004)

The Project involves repair of a concrete lined drainage ditch. Work includes, but is not limited to, installing temporary drainage bypass systems; removing existing lining; construction debris recycling; surface preparation; drain gravel placement; installing new concrete lining (Shotcrete, Wet Method only) including weep holes and expansion/contraction joints; chain-link fence repair; removal of temporary facilities; site cleanup; and construction of all associated appurtenances as necessary for a complete, in-place operational project. Project requirements include at least a 5% minimum participation level of local business enterprise (LBE) firms. Per City Ordinance 2009-001, this project requires construction debris recycling, which requires Contractor to submit and adhere to a Waste Management Plan and pay a City administrative fee of 0.04% of the contract value.

There will be a non-mandatory pre-bid site visit starting 9:00 AM on July 9th, at project sta 33+50.

Proposals received and all work performed shall comply with the requirements of Chapter 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by a bid security of at least 10% of the total amount bid. Signed proposals shall be submitted on the printed forms contained in the Contract Documents and enclosed in a sealed envelope marked:

SEALED PROPOSAL FOR
SEARS DITCH LINER REPAIR
(PN: W14120601) (B15141321004)

Contract Documents are available for download from **PLANET BIDS**, via the following website address:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#>

(Select 'Bid Opportunities', then under 'Department', select City of Sacramento Utilities Dept., then search by project title or Invitation # = Bid Transaction Number.)

The Contractor and all 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. The City of Sacramento has an approved Labor Compliance Program. Electronic Web submittal of Labor Compliance Reports is required. 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, via the City's web-based system. Each contractor and subcontractor will be given a Log On identification and password to access the City's reporting system. This requirement "flows down," so every lower-tier subcontractor and vendor is required to provide labor compliance documentation.

Use of the Electronic Web system for labor compliance 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. All questions regarding the Labor Compliance Program should be directed to the Labor Compliance Section at (916) 808-4011.

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. 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 Sacramento City Clerk.

Contractor License Required: Class A license or all of the following: C-8; C-12; C-13; and C-61/D-06.

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

**LOCAL BUSINESS ENTERPRISE (LBE)
PARTICIPATION REQUIREMENTS
FOR PUBLIC PROJECTS OF \$100,000 OR MORE**
(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION

- A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:
 - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
 - 2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.

- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. Participation Credit: To receive credit for participation:(1) a LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) a LBE supplier must furnish materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for a LBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for a LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
 - Truckers: Credit for a LBE 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, equipment, or supplies being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

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

Not later than 30 days after completion of the work performed under 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 LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials, equipment, and supplies 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, equipment, or supplies from other sources. Reasons for requesting such authorization would include:
1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
 2. The listed LBE becomes bankrupt or insolvent.
 3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
 4. The work performed or the materials/equipment/supplies provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
 5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of a LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If a LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject LBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a hearing to contest the proposed deduction. Upon receipt of a timely written request

from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by telecopy, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by telecopy shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

V. DEFINITIONS

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento or unincorporated County of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.

THE FOLLOWING DOCUMENTS
ARE TO BE COMPLETED AND
SUBMITTED AS THE BID PROPOSAL PACKAGE

Contractor's Name: _____
 (Please print)

CITY OF SACRAMENTO
 SEALED PROPOSAL

Sealed Proposals will be received up to 2:00 PM on **July 23, 2014**, at the Sacramento City Clerk's public counter, New City Hall, 915 I Street, 5th Floor, Sacramento, California, and will be opened as soon thereafter in Historic City Hall Room 201 as business allows.

TO THE HONORABLE CITY COUNCIL:

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

**SEARS DITCH LINER REPAIR
 (PN: W14120601) (B15141321004)**

in the City and County of Sacramento, California.

The work is to be performed in strict conformity with the Plans, the City of Sacramento Standard Specifications for Public Construction, and these Contract Documents, all as on file in the Office of the City Clerk, at the following unit prices:

Item No.	Description	Quantity	Unit	Unit Price	Extended Amount
1	Concrete Liner Patches	170	SF	\$ _____	\$ _____
2	Unsuitable Material Replacement	50	TON	\$ _____	\$ _____
3	Slope Restoration	75	CY	\$ _____	\$ _____
4	Bottom Concrete Lining (4" Thick)	3,250	SF	\$ _____	\$ _____
5	Sideslope Concrete Lining (3" Thick)	6,850	SF	\$ _____	\$ _____
6	Expansion Joints	5	EA	\$ _____	\$ _____
7	Fence Repair	1	LS	\$ _____	\$ _____
8	Crack Sealing	500	LF	\$ _____	\$ _____

TOTAL AMOUNT 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 forty (40) 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 **Seven hundred (\$700.00) 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, the Specifications, and the 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 total 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: _____

Mark which, if any addendum have been issued and received: ____ #1; ____ #2; ____ #3; ____ #4; ____ #5.

CONTRACTOR: _____

By: _____
(Signature)

Title: _____

Address: _____
Physical Address ONLY. No PO Box

City STATE ZIIP Code

Telephone No. _____

Fax No. _____

Email _____

(Federal Tax ID # or Social Security #): _____

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

Expiration date _____.

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

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 Office of the City Clerk, 915 I Street, New City Hall, Sacramento, California 95814, by the due date of **July 23, 2014**, for the Work specifically described as:

SEARS DITCH LINER REPAIR
(CIP: W14120601) (B15141321004)

NOW, THEREFORE, if the aforesaid Principal is awarded 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 _____, 2014.

PRINCIPAL Seal

By: _____

Title

SURETY Seal

By _____

Title

Agent Name and Address

Agent Phone #

Surety Phone #

California License #


City of SACRAMENTO
Subcontractor and Local Business Enterprise (LBE)
Participation Verification Form
For Public Projects Over \$100,000

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list all subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. In addition, the bidder shall list any business entity used to attain the 5% LBE requirement. Estimated dollar values shall be provided for **all** work/services/supplies listed. The inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name: _____ Address: _____
 Bid Amount: _____ Is Prime Contractor a LBE? Yes ___ No ___ Total LBE Participation %: _____ Date: _____

Business Entity Name/Address/Contact Person/Telephone/Email	Sub-contractor license number	Indicate LBE (subject to verification)	Describe Exact Type of Work/Services/Supplies to be provided to complete contract	Estimated Dollar Value of Work/Services/Supplies to be Performed or Provided	Percentage of Prime Contract	For Office Use Only (calculation)

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. Additionally, I certify that I shall notify each business entity listed on this Form, in writing, if the award is granted to my firm, and I shall make all documentation relevant to subcontractor and LBE participation available to the City of Sacramento upon request. I further certify that all information contained in this Form is true and correct and I acknowledge that the City will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

 (Signature)

 (Title)

 (Date)

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Form Updated 2/3/2014

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.

MINIMUM QUALIFICATIONS QUESTIONNAIRE INFORMATION

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.

MINIMUM QUALIFICATIONS 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.

NOTE: For Questions 6 thru 8, and Questions 10 thru 14, 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 these questions.

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?
 Yes No Not applicable

OR

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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?

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?

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?

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?

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?

Yes No

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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?

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?

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?

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 in the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE REQUIREMENTS

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 \$100,000.00. 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 directly 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.”

Attachment A
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

Print Name

Title

Date



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 . . .

- 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 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.

FOLLOWING FORMS
ARE TO BE FILLED OUT AND SIGNED
ONLY IF AWARDED THE 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 _____, 2014, 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 Local Business Enterprise (LBE) 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:

SEARS DITCH LINER REPAIR (CIP No. W14120601)

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

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

6. PROGRESS PAYMENTS

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

(A) On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

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

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

(D) The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

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

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 **forty (40) 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 **seven hundred dollars (\$700.00)** for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

(A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising

from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

(A) Minimum Scope and Limits of Insurance Coverage

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

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

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

(B) Additional Insured Coverage

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

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

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

(C) Other Insurance Provisions

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

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

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

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

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

(D) Acceptability of Insurance

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

(E) Verification of Coverage

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

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

(F) Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

21. EXCUSABLE DELAYS

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

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

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

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

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

27. TERMINATION FOR CONVENIENCE

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

- (A) For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- (B) For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- (C) For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

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

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

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

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

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

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

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

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: _____

City Manager

Original Approved As To Form:

Attest:

City Attorney

City Clerk

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Utilities

Bond #: _____
Premium: _____

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:

SEARS DITCH LINER REPAIR
(CIP: W14120601) (B15141321004)

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 judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.
SIGNED AND SEALED on _____, 2014.

(Contractor) (Seal)

By _____

Title _____

(Surety) (Seal)

By _____

Title _____

Agent Name and Address _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Phone # _____

Surety Phone # _____

California License # _____

Surety Email: _____

CITY OF SACRAMENTO
PAYMENT BOND
Department of Utilities

Bond No: _____
Premium: _____

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

hereinafter called Contractor, a contract for construction of:

SEARS DITCH LINER REPAIR
(CIP: W14120601) (B15141321004)

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

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

_____, a corporation a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of _____ 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 or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.
SIGNED AND SEALED on _____ 2014.

(Contractor) (Seal)

By _____

Title _____

(Surety) (Seal)

By _____

Title _____

Agent Name and Address _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Phone # _____

Surety Phone # _____

California License # _____

Surety Email: _____

CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS
PROJECTS

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov

Green Contracting Survey (Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality Management 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 Contract Documents, and return it to SMAQMD. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento.

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 Forms to SMAQMD is strictly voluntary

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

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

Company Name:

Contact Name:

Company Address:

City, State, ZIP:

Company Phone:

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

Instructions:

- 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 equipment over 50 HP.
- c) Electronic version available at <http://www.airquality.org/ceqa/index.shtml>
- d) For additional info, please call (916) 874-4892

Please Submit To:

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

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

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

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

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

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

- Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
- All fields are required for both on-road heavy-duty vehicles and off-road equipment over 50 HP.
- For electronic version, see <http://www.airquality.org/ceqa/index.shtml>
- For additional info, 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

2014 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name _____

Payee

Name _____

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

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

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

State _____

ZIP Code _____

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

- Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Partnerships or limited liability companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.
- Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.
- Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.
- Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.
- Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

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) _____ Telephone (____) _____

Payee's signature ► _____ Date _____

TECHNICAL SPECIFICATIONS

SECTION 01105

GENERAL INFORMATION AND REQUIREMENTS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This project involves limited patching and replacement of existing drainage ditch lining. The existing lining appears to be either poured concrete or air-blown gunite of varying thickness. There are no as-built records for the sections to be replaced. Only specific sections of the lining are identified to be repaired or replaced.

Work includes, but is not limited to, installing one project sign; setting up one or more bypasses to divert drainage water around the work; removing loose sediment, vegetation, roots, and existing lining as necessary; placing aggregate base as necessary to replace unsuitable materials; constructing concrete patches; placing drainage gravel for subgrade preparation; establishing grade controls to maintain gravity flow; installing new wet-mix shotcrete fiber reinforced concrete lining; concrete crack repair; recycling construction debris; chain-link fence repair; removal of temporary facilities; site cleanup; and construction of all the associated appurtenances as shown on the plans and/or as indicated in these Contract Documents. The work shall include furnishing and installing all material, labor, plant, tools, equipment, and services necessary for a complete, in-place operational project.

- B. All equipment and materials furnished shall be new, except where re-use is specified.
- C. Work shall be confined to the area within the chain-link fences each side of the ditch, unless Contractor makes alternative arrangements w/ adjacent private property owners. As shown on the plans, City has obtained temporary construction access easements across two parcels for construction access.

1.02 GOVERNING DOCUMENTS

- A. All work performed under this Contract shall be in accordance with the following:
1. Sealed Proposal
 2. Agreement
 3. City of Sacramento Standard Specifications, June 2007 and all addenda (hereinafter CSSS).
 4. All applicable right-of-entry agreements.
- B. In the event of a conflict in the Contract Documents, priorities as set forth in CSSS Section 5-3 shall govern.

- C. Except for items of work specifically identified for payment in the proposal, no compensation will be paid to the Contractor for performance of these or any other general Contract requirements. Include the cost of all general Contract performance requirements in whatever proposal item is considered appropriate.

1.03 ITEMS OF THE PROPOSAL

- A. Payment for Contract work will be made on a unit price basis, as indicated in the proposal, for the following items of work:

Item No. 1: Concrete Liner Patches, measured and paid for on the basis of the exposed surface area in square feet of each completed patch, shall include mobilization; removal and disposal offsite of loose sediment and spalled concrete from the perimeter and behind the area to be patched; furnishing and placing rebar and the concrete patch material; finishing the patch surface to blend with the adjacent surfaces; and applying concrete curing compound. Unless otherwise approved, concrete patch material shall be crack resistant concrete mix such as Quikrete[®] Companies product No. 1006-80, or approved equal, mixed and applied in accordance with the manufacturer's installation instructions. Apply curing compound in accordance with CSSS Section 19-8.

Item No. 2: Unsuitable Material Replacement, measured and paid for on the basis of replacement tons of aggregate base, shall include removal of soft or pumping native insitu soil below the planned subgrade level of the drainage gravel. Material to be removed will, in the opinion of the Engineer, cause damage to the new liner if left in place. Conform to CSSS Section 14-8.2. In order to receive compensation, removal must be approved in advance by the Engineer, and daily quantity measurements must be agreed to in writing by both the Engineer and Contractor. The contract unit price shall include excavation, offsite disposal, and placement to required grade with compacted aggregate base.

Item No. 3: Slope Restoration, measured and paid for on the basis of recompacted insitu cubic yards, shall include excavation and recompaction of soft or slumped native insitu soil behind sideslope sections that, in the opinion of the Engineer, will not support the new sideslope lining if left in place. Conform in general to CSSS Section 14-5, except that the unit price bid shall be based on adding and uniformly mixing Portland cement at 8 percent of the soil dry unit weight (a 2.5 sack mix) in order to facilitate improved slope stability. In order to receive compensation, removal must be approved in advance by the Engineer, and daily quantity measurements must be agreed to in writing by both the Engineer and Contractor. Unless otherwise directed, excavate benches nominally 1' wide by 1' deep into stable insitu material behind the slope so as to "key-in" the recompacted embankment.

Item No. 4: Bottom Concrete Lining (4" thick), measured and paid for on the basis of the installed exposed surface area in square feet between the sideslope toes, shall include removal of the existing bottom lining, subgrade excavation to grade, placement of the indicated thickness of drainage gravel with geotextile atop the prepared subgrade below the channel invert, placement of the new

fibermesh reinforced wet-mix concrete lining to grade, and green cutting of contraction joints.

Item No. 5: Sideslope Concrete Lining (3" thick), measured and paid for on the basis of the installed exposed surface area in square feet (independent of the separate bottom area), shall include removal of the existing lining, placement of the indicated thickness of new fibermesh reinforced wet-mix concrete lining, placement of all weepholes and gravel bags at the indicated spacing, and green gutting of the contraction joints.

Item No. 6: Expansion joints, measured and paid for as each, shall be constructed and placed as shown on the plans, and shall run continuously the full transverse length of the new sideslope and bottom lining.

Item No. 7: Fence Repair, measured and paid for on a lump sum basis, shall include performing fence post straightening, kicker removal, re-attaching and re-tensioning chain-link fabric, installing new 3-strand barbed wire on top, and all associated required work and materials necessary to restore those sections identified on the plans, complete in-place so as to match the adjacent remaining fence. Conform to CSSS Section 31 unless otherwise directed or approved.

Item No. 8: Crack Sealing, measured and paid for on the basis of the installed linear feet of repaired crack, shall include preparation of the surface by pressure washing with a Cold Water Pressure Washer (minimum 2.0 GPM @ 2,000 PSI), then applying bonding adhesive (product #9902) to the areas to be patched with quick-setting cement (product #1240) mixed with acrylic fortifier (product #8610). Indicated products shall be as manufactured by Quikrete® Companies, or approved equal, mixed and applied in accordance with the manufacturer's installation instructions. Payment for crack sealing shall be made only for those cracks marked in the field by the Engineer to be sealed. Attachment #1 following this section is representative of a typical section to be marked for crack sealing.

B. Progress Payments shall be made as provided for in the Agreement, and in CSSS, Section 8.

1.04 DEFINITIONS

A. For definitions not found herein, refer to CSSS, Section 1.

B. "Calendar Day" shall mean every day shown on the calendar, Sundays and holidays included.

C. "Drawings" shall mean the "Plans".

D. "Provide" shall mean furnish and install, in accordance with the drawings.

1.05 CITY FURNISHED PLANS AND SPECIFICATIONS

A. Per CSSS Section 5-4, City will provide Contractor with 5 sets of the Contract Documents, and 5 sets of the plans on 22"x34" bond paper. City will not be responsible for incomplete information in the event partial sets are ordered.

1.06 REFERENCE STANDARDS

- A. The publications referred to hereinafter form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The latest edition of referenced publications in effect at the time of the bid shall govern.
- B. Reference organization addresses included at the end of this section are for informational purposes only.

1.07 SUBMITTALS

- A. Conform to CSSS Section 5-7 and the requirements herein for all submittals. **Provide an electronic e-mailed pdf copy (Adobe's Portable Document Format).** Electronic copies larger than 20 megabytes shall be submitted on a CD or "thumbdrive". Submit 24-hour contact info for the project superintendent.

PART 2 - PRODUCTS

2.01 CONSTRUCTION SCHEDULE

- A. Submit a Construction Schedule in general conformance with CSSS Section 7-2. Schedule shall indicate the chronological sequence in which Contractor proposes to carry out each aspect of the work, the calendar dates on which the Contractor will begin the several salient elements of the work (procurement and delivery of materials, and the contemplated dates for completing said elements of work.
- B. Schedule shall use the critical path method shown in bar chart form. Unless otherwise approved, submit an electronic Construction Schedule file compatible with Microsoft Office Project 2010.
- C. Contractor shall contact the Engineer at least forty-eight (48) hours in advance of any change in the schedule. If the Contractor desires to make a major change in his method or operations after commencing construction, or if the activity time schedule fails to reflect the actual progress of the work, Contractor shall submit a revised schedule to the Engineer in advance of beginning revised operations.
- D. Schedule shall be consistent in all respects with the Contract time of completion and order of work requirements. No progress payments will be made until a suitable schedule has been submitted to and approved by the Engineer.
- E. Unless otherwise approved, update the Schedule monthly to reflect all Contract change orders.

PART 3 - EXECUTION

3.01 CONTRACTOR COMMUNICATIONS

- A. All official communication between the Contractor and the City of Sacramento shall be made through the Engineer.
- B. Contractor shall be responsible for scheduling.

3.02 CONSTRUCTION SURVEYS

- A. CSSS Section 5-5 does not apply to this project. Contractor shall develop and make such additional surveys as are needed for construction, such as control lines, slope stakes, batter boards, offset stakes for pipe and structure location, and other working points, lines, and elevations as required for construction.
- B. Contractor shall be responsible to layout all work in advance of fabrication and to coordinate with all related work. Layout all new facilities and relocations based on the information provided and shown on the plans.
- C. On request of Engineer, submit documentation to verify accuracy of field surveys. Maintain a complete log of all control and survey work as it progresses.

3.03 PUBLIC SAFETY, CONVENIENCE, AND MAINTENANCE OF TRAFFIC

- A. Contractor's attention is directed to CSSS Sections 6-6, 6-7, 6-8, 6-9 & 7-4.
- B. Contractor shall be responsible for traffic control and public safety at all times.
- C. All lanes of traffic on adjacent street(s) shall remain open at all times during the course of construction unless otherwise approved in writing by the Engineer.
- D. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

3.04 PROJECT SIGN

- A. Prior to beginning onsite work, Contractor shall install one (1) City provided "DOU Project" aluminum sign panel (\pm 54" wide x 30" tall) as directed by the Engineer (tentatively facing eastward, inside the chain-link fence at approximate project station 32+50 along Ray St.). Unless otherwise approved or directed, install sign(s) in general conformance with City Standard Drawing T-110. Maintain sign(s) in good condition throughout construction. Remove Contractor installed sign(s) and post(s) at the end of construction and return sign panel(s) to the Engineer.

3.05 EXISTING UTILITIES

- A. Refer to CSSS Section 6-19. The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for the accuracy thereof. For the most part, underground utility services are not shown on the Plans. Contractor shall be responsible for maintaining the continued operation of all existing utilities that cross through, under, immediately adjacent to, and/or over the project work sites until the project work is completed and accepted.
- B. Contractor's attention is directed to the provisions of Chapter 3.1 "PROTECTION OF PUBLIC UTILITIES IN PUBLIC CONTRACTS" of the California Government Code concerning protecting existing overhead and underground utilities. In particular, Section 4216 "Subsurface Installations; Membership of Owners in Regional Notification Center; Notice of Excavation; Inquiry Identification Number;

Marking Locations; Application of Section; Violations; Penalties" and Section 4217 "Permit to Excavate; Necessity of Inquiry Identification Number; Operative Date of Section".

- C. Contractor is responsible for the protection of and for damage to existing overhead and underground utility lines and services encountered during the course of construction. Contractor shall notify the respective utility owner prior to any interruption of service.
- D. Contractor shall bear the full cost of relocating existing overhead or underground utilities not specified on plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for his/her own convenience.

3.06 CONSTRUCTION INSPECTIONS

- A. Conform to CSSS, Sections 5-19 and 5-20.

3.07 TESTING

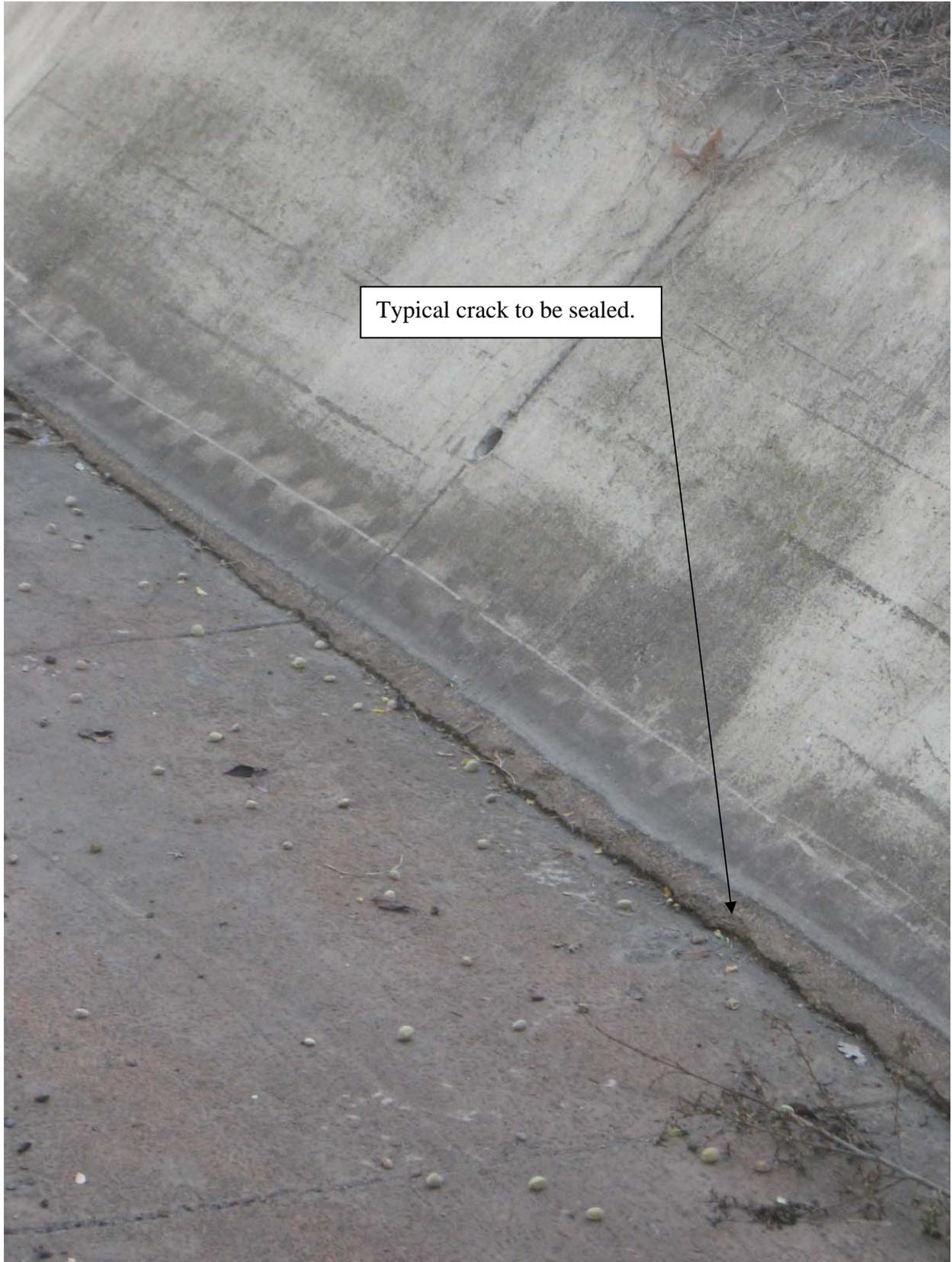
- A. Contractor's attention is directed to CSSS Sections 5-22 thru 5-24. City will retain an independent testing firm to perform initial soil/aggregate compaction tests; and concrete strength tests. Contractor shall perform all other required testing, and submit written test results to the Engineer.
- B. Engineer shall be given two (2) working days notice prior to each test performed by Contractor.
- C. Any material or workmanship found defective on the basis of acceptance tests shall be reported to the Engineer. Contractor shall replace the defective material or equipment and have testing repeated without additional cost to the City, until test results are satisfactory to the Engineer. The City will only pay for initial testing services for concrete strength and slump, soil compaction, and grout strength.
- D. When initial tests indicate non-compliance with the Contract Documents, the costs of any additional tests required for determining compliance will be deducted by the City from the Contract Sum due the Contractor.

3.08 EROSION, SEDIMENT, AND POLLUTION CONTROL

- A. Conform to CSSS, Section 16-3. Unless otherwise approved, Contractor shall block the downstream end of the ditch work zone with sand bags or a comparable berm to prevent an accidental fuel/oil spill from flowing downstream of Yorkshire Road.

**** END OF SECTION ****

(Attachment 1 follows and is part of this section.)



SECTION 01310

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. Description of Work: Conduct and attend all project conferences and meetings for the purposes of addressing issues related to the Work, reviewing and coordinating progress of the Work, and other matters of common interest, as required.

PART 2 - PRODUCTS

2.01 PRECONSTRUCTION MEETING

A. Purpose

1. To designate responsible personnel and establish working understanding between parties
2. Status of insurance and bonds
3. Construction schedule and critical work sequences
4. Shop drawings and other submittals
5. Cost breakdown of major lump sum items
6. Field decisions and change orders
7. Maintaining record documents
8. Processing of submittals and applications for payment
9. Scope of work
10. Existing conditions
11. Equipment deliveries and priorities
12. All other essential matters pertaining to the satisfactory completion of the Project as required.

B. Attendance

1. The contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors. Other attendees shall be:
 - a. Representatives of the City
 - b. Utility company representatives, as appropriate
 - c. Others as requested by the Contractor or City

2. The Engineer will preside at the pre-construction conference and will arrange for keeping and distributing the minutes to all persons in attendance. Contractor shall plan on the conference taking no less than one hour.

C. Requirements

1. Once a fully executed contract is received and prior to the commencement of work, the Engineer will schedule and chair a pre-construction conference to be held at the office of the Engineer.
2. Prior to the pre-construction conference, the Engineer will develop the agenda for the meeting and meet with the project manager to review the agenda.
3. Notes of the conference will be maintained by the Engineer. After the meeting, the Engineer will transcribe the minutes of the meeting and discuss any issues that were raised.
4. Contractor shall submit the following items to the Engineer at the preconstruction conference:
 - a. A preliminary schedule of shop drawings, samples and proposed substitutes ("or equal")
 - b. A list of all permits the Contractor shall obtain indicating the agency required to grant the permit, the expected date of submittal for the permit, and the required date for receipt of the permit
 - c. A 30-day plan of operation
 - d. A project overview schedule

2.02 MONTHLY PROGRESS MEETINGS

A. Purpose

1. To review progress of subcontractors or other organizations that are not meeting scheduled progress, resolve conflicts, and coordinate and expedite execution of the Work. Additionally, to review the progress of the Work Progress Schedule, narrative report, Project Partial Payment Form, record documents, and additional items pertinent to execution of the Work.

B. Attendance

1. The attendance of Contractor's superintendent and subcontractors who are actively involved in the work is required, as well as all others who are necessary to agenda. Additionally, the Engineer will invite the utility companies when the work affects their interests, and others necessary to agenda. The Engineer will preside at the meetings.

2.03 WEEKLY TAILGATE SAFETY MEETINGS

A. Purpose

1. Unless otherwise approved by the Engineer, Contractor shall hold weekly safety meetings with the Contractor's and Subcontractor's employees to discuss safety on the job. Contractor's safety plan shall identify who shall attend these meetings. City attendance is not required.

2.04 OTHER MEETINGS

- A. The City and/or Contractor may request attendance at other at meetings as considered appropriate.

PART 3 - EXECUTION

NOT USED

**** END OF SECTION ****

SECTION 01700

CONSTRUCTION DEBRIS RECYCLING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. In accordance with City Ordinance 2009-001 and City Code Title 8, Chapter 8.124, Contractor is responsible for delivering recyclable construction and demolition (C&D) materials to a Sacramento Regional County Solid Waste Authority (SWA) certified C&D sorting facility. Failure by Contractor to comply with provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract; repayment of any or all Contract amounts disbursed by the City; and imposition of penalties payable to the City.
- B. Contractor shall file and obtain approval of a waste management plan (WMP) for the project with City of Sacramento Solid Waste Services, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, prior to commencing any work on the project. **The WMP administration filing fee is 0.04% of the total project bid amount (min \$40, max \$800).**
- C. 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

1.02 DEFINITIONS

- A. For purposes of this section, the following terms, words and phrases shall have the following meanings:
1. **“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.
 2. **“Construction and demolition debris”** or **“C&D”** 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.

3. “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.
4. “Franchised waste hauler” means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.
5. “Mixed C&D debris” means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.
6. “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.
7. “Recycling facility” means a facility or operation that receives, processes, and transfers source-separated recyclable materials.
8. “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.
9. “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.

1.03 SUBMITTALS

- A. Submit a copy of the approved WMP.
- B. Submit a copy of the completed waste log and supporting weight tickets

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 WASTE MANAGEMENT PLAN

- A. Contractor’s waste management plan (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 reused; 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.

- B. Unless otherwise approved, the WMP shall be submitted in the format of **Attachment 1** following this section.
- C. 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 a list of C&D Debris Haulers and Facilities).

3.02 WASTE LOG

- A. 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.
- B. Within 30 days after submitting the project completion report, Contractor shall submit to the City a copy of the completed waste log and 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.

3.03 ADMINISTRATIVE PENALTIES

- A. 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.

(Attachments 1 thru 3 follow and are part of this section.)

**** END OF SECTION ****

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

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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://portal.cityofsacramento.org/General-Services/RSW/Collection-Services/Recycling/Construction-and-Demolition>

* 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.

SECTION 01770
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Requirements Include:
 - 1. Closeout Procedures.
 - 2. Final Cleaning.
 - 3. Record Drawings.

1.02 SUBMITTALS

- A. Submittals shall include the following:
 - 1. Record Drawings

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURES

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

3.02 FINAL CLEANING

- A. Execute prior to final walk through.
- B. Remove surplus materials, rubbish, and temporary construction facilities.

3.03 RECORD DRAWINGS

- A. Conform to CSSS Section 5-8.

**** END OF SECTION ****

SECTION 02220
DEMOLITION AND SITE PREPARATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Project work includes demolition and removal. All material resulting from demolition and/or removal shall be legally disposed of off-site by the Contractor.
- C. Unless otherwise directed, limit demolition and removal activities to those items shown, specified, or physically necessary in order for the new facilities to be installed and made operational. If damage results from the Contractor's operations, Contractor shall repair at his/her expense, all damage to existing facilities not designated for removal or demolition.

1.02 SAFETY PROCEDURES AND WORKER PROTECTION

- A. Take all precautions and measures required to protect employees, City employees, residents, and the general public.

1.04 REFERENCE SPECIFICATIONS

- A. Section 01700 – Construction Debris Recycling

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify that areas to be demolished are no longer in use.
- B. Do not commence work until conditions are acceptable to the City.

3.02 PREPARATION

- A. Contractor shall hold an onsite field meeting prior to beginning demolition. Meeting shall cover the Contractors procedures for removal and transportation of demolition products. Attendees shall include as a minimum the City's Resident Engineer. Contractor shall give attendees forty-eight (48) hours notice in advance of meeting.

3.03 DEMOLITION

- A. Remove existing lining as indicated or as approved. If a portion of the existing lining is to remain, make neat saw cuts at the conform line. Exact limits of the removal shall be approved in the field by the Resident Engineer.

3.04 CLEAN-UP

- A. Debris and rubbish shall be removed daily from the limits of work. Do not allow to accumulate on-site.

**** END OF SECTION ****

SECTION 02240
CONTROL OF WATER

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Contractor shall furnish, install, operate, and maintain equipment to maintain the zone of work free of water, regardless of source, until work therein is completed.
- B. Comply with all federal, state, and local regulations concerning discharge of water from construction sites.
- C. Contractor shall temporarily divert, bypass, or impound flows carried by existing drainage systems through or around the work.

1.02 SUBMITTALS

- A. Contractor shall submit to the Engineer for approval a bypass plan for drainage diversions, bypasses, or impoundment procedures and shall have on file the approved bypass submittal returned from the Engineer prior to beginning construction activities.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. Contractor shall furnish, install, operate, and maintain all machinery, appliances, and equipment to maintain the zone of work free from water during construction, and shall dispose of the water collected so as not to cause injury to public or private property, or to cause a nuisance or menace to the public.
- B. Bypass systems shall operate continuously until newly placed concrete patches, lining, and/or crack sealing materials placed in the zone of work have had sufficient curing to allow drainage flows to pass thru the work zone without damaging the work.

**** END OF SECTION ****

SECTION 02315

EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Except as otherwise modified herein, earthwork shall comply with the applicable portions of CSSS Sections 10 and 14. Contractor shall furnish all labor, materials, equipment and incidentals necessary to perform all excavation, backfill, grading, and compaction required to complete the work shown on the drawings and specified herein. Except as otherwise indicated, no separate measurement or payment will be made for any required earthwork.
- B. Related Work:
 - 1. Section 02240 - Control of Water

1.02 SUBMITTALS:

- A. For each import material proposed, submit Index property test results to verify conformance with the specifications. Notify the Engineer of the source of the material and furnish a representative sample weighing approximately 50 pounds, at least 10 calendar days prior to the date of anticipated use of such material.

PART 2 - PRODUCTS

2.01 AGGREGATE BASE

- A. Conform to CSSS Section 10-7.

2.02 DRAINAGE GRAVEL & GEOTEXTILE

- A. Unless otherwise approved, drainage gravel shall conform to the requirements of Class 1, Type B Permeable Material per Section 68-2.02(F), and the geotextile shall conform to the requirements of Class 8 Rock Slope Protection Fabric per Section 88-1.02I of the Caltrans Standard Specifications.

PART 3 - EXECUTION

3.01 GENERAL EARTHWORK REQUIREMENTS

- A. Excavate to the lines and grades shown or required to complete the construction. Make allowance for forms, supports, etc.
- B. Drainage gravel shall be compacted by at least two complete passes over the entire surface with a vibrating steel drum roller such as an Ingersoll Rand Single Drum Vibratory Roller, Model # SX-170H, or approved equal.
- C. If over-excavation occurs due to Contractor error, over-excavated areas will be backfilled to the correct grade with compacted aggregate base, at the Contractor's expense.

- D. If in the opinion of the Engineer, any subgrade surface is not in suitable condition due to failure of the Contractor to properly care for, dewater, or otherwise conduct earthwork operations properly, then the Contractor shall remove the unsuitable material and replace it with material compacted to at least 90 percent relative compaction at his own expense.
- E. The condition of any prepared subgrade shall comply with CSSS Section 14-7 before any work is placed thereon, except the 95% compaction requirement shall not apply to drainage gravel and/or to insitu native soil under the liner that is undisturbed by the Contractor, and in the opinion of the Engineer, is otherwise suitable as subgrade material.
- F. For slope restoration work, conform to CSSS Section 14-5, except as modified herein. Contractor may use native soil excavated from the restoration work zone, or may import material classified as SM, SP, or ML in accordance with ASTM D2487. Imported material shall contain less than three percent (3%) by weight organic or other deleterious substances, and the fine content shall have a plasticity index of twelve (12) or less when tested in accordance with ASTM D4318. Before adding cement, perform aeration, discing, or other drying operations as necessary such that the moisture content will allow compaction to at least 90% relative compaction. Prior to placement and compaction as sideslope fill, add and uniformly mix Portland cement into the soil material, using approved methods, at a rate of 8 percent by weight cement added to the soil on a dry unit weight basis (a 2.5 sack mix). Following initial addition of cement to the soil, complete placement and compaction within 45-minutes unless otherwise approved.

3.02 DISPOSAL

- A. All excavated and/or imported material not utilized shall be disposed of offsite.

3.03 DUST CONTROL

- A. Conform to CSSS Section 6-2.h.

****END OF SECTION****

SECTION 02820
CHAIN LINK FENCES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Except as otherwise modified herein, Chain Link Fence work shall comply with the applicable portions of CSSS Section 31. Contractor shall furnish all labor, materials, equipment and incidentals necessary to straighten and/or install new line posts, re-attach and re-tension existing chain link fabric, repair post galvanizing, and install new barbed wire where indicated on the plans or otherwise called for.

1.02 REFERENCE PUBLICATIONS

- A. The publications referred to hereinafter form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The latest edition of referenced publications in effect at the time of the bid shall govern.
1. Chain Link Fence Manufacturers Institute (CLFMI) Product Manual.
 2. Caltrans (CA Dept of Transportation) specifications, Section 80.
 3. ASTM F567 - Standard Practice for Installation of Chain-Link Fence.

PART 2 - PRODUCTS

2.01 CHAIN LINK MATERIALS

- A. Conform to CSSS Section 10-38 and Section 31, except as modified herein. Match existing heights, barbed wire top, and post spacings. For associated items not specified, conform to Caltrans Section 80, and/or the requirements for Standard Industrial Chain-Link fence in accordance with the CLFMI Product Manual and ASTM F 567.
- B. As much as practicable, re-use existing rails, fabric, and barbed wire top where fence relocation and/or restoration is indicated or called for. Furnish and install new posts where repair or re-use is not practicable.

PART 3 - EXECUTION

3.01 CHAIN LINK INSTALLATION

- A. Chain link fence shall be constructed as shown on the Plans and in accordance with City Standard Detail CE 11 and CSSS Section 31, except as modified herein. Unless otherwise directed in writing by the Engineer, repair chain link fences so as to match adjacent existing fencing that is to remain. For items not specified herein or in CSSS Section 31, conform to the applicable requirements from State spec. Section 80-4, and/or the requirements for Standard Industrial Chain-Link fence in accordance with the CLFMI Product Manual and ASTM F 567.
- C. Set new post to within 6 inches from bottom of concrete footing. Set top of footing at post 2 inches above finished grade. Slope top of concrete for water runoff.

- D. Unless otherwise approved, fabric is to be fastened to line posts and rails with 9 gauge galvanized tie wires, and to tension wires with 9 gauge hog rings spaced approximately fourteen inches (14") apart.
- E. Position bottom of fabric within 2 inches above finished grade.
- F. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.

****END OF SECTION****

SECTION 03360
CONCRETE DITCH LINING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section covers all work necessary to furnish and install new pneumatically-placed wet-mix concrete lining (referred to herein and on the plans as (N) Concrete Lining) onto the prepared channel sideslopes and onto the prepared channel invert. The new lining shall be wet-mixture shotcrete per ACI 506.2-13 Specification for Shotcrete, and the requirements herein. Dry-mixed lining material, where sand, cement, and all other materials are brought to the job site dry, then mixed in an onsite "Volumetric mixer" or batch plant, will not be accepted.
- B. Wet-mixture shotcrete shall be reinforced with a blend of macro-synthetic fibers, mixed wet at a commercial Ready-mix plant, delivered to the site in Ready-mix trucks, with air injected at the point of application by the nozzleman to disperse and compact the quality controlled low slump material.
- C. The new lining will prevent erosion, block weed growth, and will serve as pavement for a small "Bobcat" style tractor equipped with a bucket to push sediment and debris along the invert to a central extraction point. There is very little longitudinal invert slope in the ditch. Care must be exercised in placing the new invert lining so as to avoid abrupt grade breaks which would hamper running the tractor bucket in direct contact with the gunite surface. In addition, a uniform invert grade is important for free flow of drainage water without ponding.

1.02 OPERATOR EXPERIENCE

- A. Each nozzle operator on the project shall be able to document a minimum of 3,000 hours of experience as a nozzle operator, and shall have completed at least one (1) similar project application as a nozzle operator.

1.03 SPECIFICATIONS AND STANDARDS

- A. Except as otherwise indicated, the current editions of the following apply to the work of this Section:
 - 1. ACI 506.2-13 Shotcrete Specification for Materials, Proportioning, and Application of Shotcrete (Wet-Mixture only)
 - 2. ASTM C 42 Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
 - 3. ASTM C 150 Specification for Portland Cement
 - 4. ASTM C 94 Standard Specification for Ready-Mixed Concrete
 - 5. ASTM C 1140 Practice for Preparing and Testing Specimens from Shotcrete Test Panels
 - 6. ASTM D 1752 Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

1.04 SUBMITTALS

- A. Contractor shall submit the following to the Engineer for review and approval:
 - 1. Information concerning source and quality of all materials.
 - 2. Proposed wet-mix design and curing compounds.
 - 3. Experience documentation for all project nozzlemen.

PART 2 -- PRODUCTS

2.1 MATERIALS

- A. Concrete Lining material shall be a commercial 7-sack, 3,000 psi at 28-day, maximum 3" slump mix of cementitious materials, fine and coarse aggregate, water, admixtures, and a macro-synthetic fiber blend for reinforcement. Deliver to the site as Ready-Mixed concrete in conformance with ASTM C 94.
- B. Cement shall be Type II/V Portland cement conforming to ASTM C 150. Up to 20 percent flyash by weight may be substituted for the Portland cement.
- C. Aggregate shall comply with Caltrans standard specification section 53-1.02, (Wet-Mix process) paragraph 2, with 25 to 30 percent $\frac{3}{8}$ -inch max or $\frac{1}{2}$ -inch max size pea gravel substituted for the fine aggregate.
- D. Water shall be clean and free from objectionable quantities of organic matter, alkali, salts, and other impurities which might reduce the strength, durability, or other qualities of the concrete.
- E. Admixtures shall include at least a water-reducing admixture (MasterPozzolith[®] 200 or equal) to reduce segregation, and an air-entraining admixture (MasterAir[®] AE 200 or equal) to improve workability. Follow manufacturer's recommendations for dosages.
- F. Macro-synthetic fiber blend shall be Novomesh[®] 950 by Propex Concrete Systems or approved equal. Dosage rate shall be at least 5.0 lbs/yd³.

PART 3 -- EXECUTION

3.01 GENERAL MIXING & PLACING REQUIREMENTS

- A. Mixing and placing the new lining material shall conform to the requirements specified herein, and to the applicable recommendations in ACI 506.
- B. **Preparation of Subgrade:** All cleaning, excavation, fill, backfill, grading of compacted fill, and disposal of excess earth shall be done prior to application of the new lining material. Surface against which lining material is to be applied shall be in a firm, compacted condition, and shall be trimmed for line and grade. All surfaces shall be wetted before application, but material shall not be placed onto any surface with standing or puddled free water.

- C. **Ground (line) Wires:** Unless otherwise approved, install line wires so as to accurately outline the finished surface of the lining. Place wires at sufficient intervals to insure proper lining thickness. Wires shall be stretched tight and shall not be removed prior to application of the finish coat. City will waive line wire requirements if Contractor demonstrates adequate control of grade and lining thickness using alternate means, if those means and methods have been used on at least two similar successful lining projects in the last five (5) years
- D. **Placing:** Lining material shall be placed in the most expeditious manner as determined by the location of the work. Contractor shall furnish all equipment necessary to install the new lining material. Equipment shall be capable of delivering lining material to the nozzle uniformly and continuously and discharging it from the nozzle at a uniform rate and at a controlled velocity sufficient for all parts of the work.

Whenever possible, the nozzle shall be held at nearly a right angle to the surface at a distance of 2½ to 3½ feet. In shooting the invert, the nozzle shall be held at a slight angle to the work so that rebound is blown onto the finished portion where it shall be removed. Pneumatically-placed material shall emerge from the nozzle in a steady, uninterrupted flow. When flow becomes intermittent for any cause, the nozzle shall be diverted from the work until the stream again becomes constant.

Sufficient time shall be allowed between layers for the material to set. Before set has taken place and before placing any succeeding layer, laitance shall be removed by wire brushing. Any laitance which has set shall be removed by sandblasting. Rebound pockets, sags, or other defects shall be carefully cut out and replaced with new material.

- E. **Finishing:** After lining material has been placed as nearly as practicable to the required depth, the surface shall be checked with a straight edge and any low spots or depressions shall be brought up to proper grade by placing additional gunite in such a manner that the finished surface is reasonably smooth. Lining surface shall receive a wood float finish.

If the new lining lacks uniformity, exhibits segregation, honeycombing, or laminations, or contains dry patches, slugs, voids or sand pockets, then Contractor shall remove and replace the defective section(s). The Engineer's concurrence in the extent of removal and replacement is required.

- F. **Weep Holes:** Where weep holes are installed, they shall be flush with the finished surface, and open so as to drain freely.

3.02 JOINTS

- A. Joints shall be as straight as practicable and oriented perpendicular to the longitudinal centerline of the ditch.
- B. Contraction joints shall be trowelled or saw cut into green concrete as soon as the gunite won't spall or ravel at the cut edges.

- C. Expansion joints shall be installed at the end of a day's work, and/or at the maximum indicated spacing. Expansion joint filler shall be at least ½-inch thick composed of synthetic isomeric polymer foam in a very small, closed-cell structure. Joint filler shall be non-absorbent, shall conform to ASTM D 1752, Type II, and shall have a resiliency of 99%. Provide CERMAR Flexible Foam Expansion Joint Filler by W. R. MEADOWS, or approved equal.
- D. Field locate undercut joints as directed by the Engineer.

3.03 CURING

- A. New Concrete Lining shall be cured by application of an approved Type 2, Class A curing compound conforming to ASTM C 309. Application rate shall not exceed 150 ft²/gal unless otherwise recommended by the manufacturer.

3.04 DEMONSTRATION SECTION CONSTRUCTION

- A. Unless otherwise approved, Contractor shall, on the first day of production lining, demonstrate placement and quality control procedures intended to be used on this project. City will review the operations for compliance in all respects with these Contract Documents and industry standards. City will use this demonstration as a means to assess the Contractor's sequencing of operations, the effectiveness of the Contractor's quality control methods, placing, finishing and curing of the lining material, and contraction joint cutting procedures.
- B. Should the work product not comply with these specifications, the Engineer may direct that the Contractor halt operations or develop revised procedures for a satisfactory work product, all at the Contractor's expense.

3.05 RESTRICTIONS ON PLACING GUNITE

- A. **Wind:** Gunite shall not be applied under strong wind conditions, as evidenced by the removal of a considerable amount of cement and moisture from the concrete spray. The nozzleman shall work against the direction of the wind to avoid concrete being applied on rebound that has been carried with the wind. Shields shall be placed around the nozzleman to prevent the loss of cement carried away by the wind.
- B. **Rain:** Whenever rain has damaged newly-placed gunite, the Engineer may order damaged sections to be removed when it has been determined that a significant amount of cement has been washed out.

3.06 PROTECTION OF ADJACENT WORK

- A. Contractor shall protect adjacent work, concrete surfaces, vehicles, equipment, etc., from being damaged by overshooting concrete and by materials carried by the wind. Overshot and rebound material shall be removed before it adheres.

3.07 COMPRESSIVE STRENGTH & QUALITY CONTROL DURING CONSTRUCTION

- A. In accordance with ASTM C 1140, Contractor shall provide nominal 24" square x 3½" deep forms for quality control gunite test panels to be taken as the project progresses. Unless otherwise directed or approved by the Engineer, Contractor shall apply gunite to at least one test panel every day that gunite is placed. Contractor shall be responsible for labelling and dating all samples as to the location where the samples originated on the project, name of nozzleman and gun operator, direction of application, and for field curing the samples. City will take field cured panels to a laboratory for testing.
- B. In addition to 7-day and 28-day compressive strength tests to be performed on these samples, laboratory shall report if sample cut surfaces appear dense and free from sand pockets.

3.08 FINISH TOLERANCES

- A. Surface flatness, measured as the maximum depression depth below a 10-foot long straightedge placed on the finished surface shall not exceed 5/8".
- B. Invert profile at any point shall not differ from the specified uniform sloped profile between the endpoints by more than ±1".
- C. Lining shall not vary by more than -1/4"/+5/8" from the design thicknesses.

3.09 CLEANUP

- A. Upon completion of the work, Contractor shall remove all staging equipment, rebound, excess material, and protective materials from the site.

**** END OF SECTION ****

PLANS

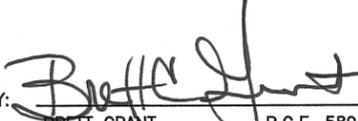
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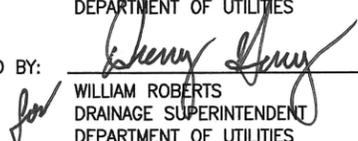
GENERAL NOTES

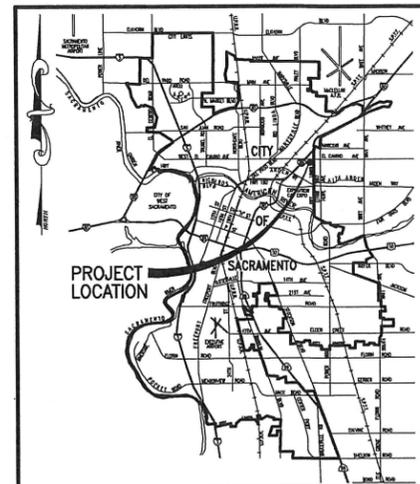
- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS DATED JUNE 2007 PLUS ADDENDA No. 1 AND No. 2 AND THE TECHNICAL SPECIFICATIONS
- DEMOLITION OF EXISTING FACILITIES IS LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY HIS OPERATIONS, AT HIS EXPENSE.
- AT THE TIME THE CONTRACT IS AWARDED, THE CONTRACTOR SHALL POSSESS A CLASS A LICENSE, OR A COMBINATION OF CLASSES REQUIRED BY THE CATEGORIES AND CLASSES OF WORK INCLUDED IN THIS CONTRACT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING RECORD DRAWINGS THROUGHOUT THE COURSE OF CONSTRUCTION. SUCH DRAWINGS SHALL BE DELIVERED TO THE CITY PRIOR TO ACCEPTANCE OF THE WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR BYPASSING DRAINAGE FLOWS AROUND THE AREA OF WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LAYING OUT THE WORK. CHANNEL INVERT TO SLOPE UNIFORMLY BETWEEN EXISTING GRADES ADJACENT TO REPAIR AREAS, UNLESS OTHERWISE APPROVED.

CITY OF SACRAMENTO

IMPROVEMENT PLANS FOR SEARS DITCH LINER REPAIR

APPROVED BY:  6/24/14
 BRETT GRANT R.C.E. 58964 DATE
 SUPERVISING ENGINEER
 DEPARTMENT OF UTILITIES

APPROVED BY:  6/24/14
 WILLIAM ROBERTS R.C.E. 58964 DATE
 DRAINAGE SUPERINTENDENT
 DEPARTMENT OF UTILITIES

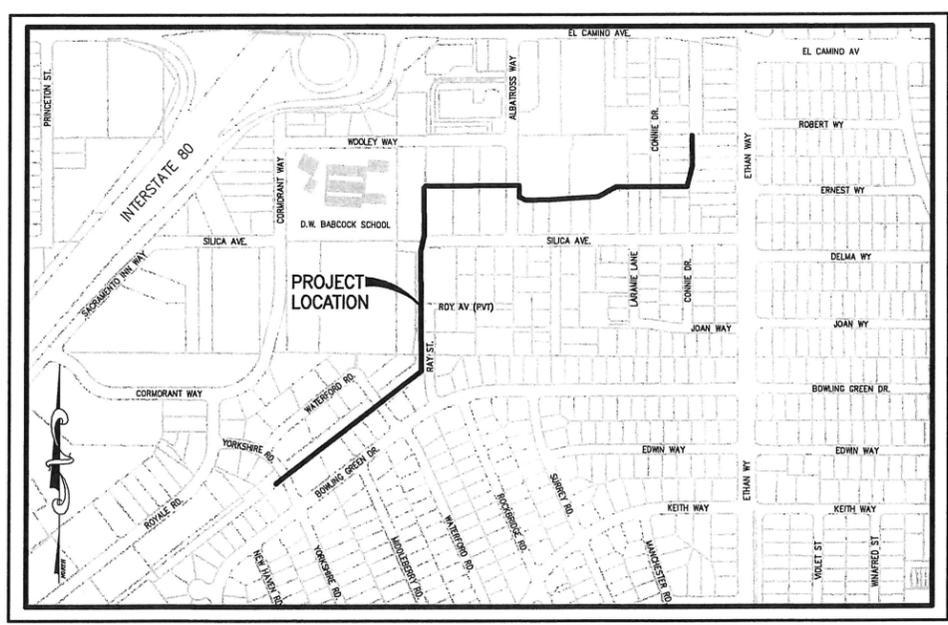


VICINITY MAP
N.T.S.

LEGEND

EXISTING	PROPOSED

DWG NO.	SHEET	TITLE
G-1	1 OF 4	COVER SHEET
G-2	2 OF 4	TYPICAL SECTIONS AND DETAILS
C-1	3 OF 4	LINER REPAIR PLAN - STA 20+00 TO 35+60
C-2	4 OF 4	LINER REPAIR PLAN - STA 35+60 TO 49+40



LOCATION MAP
N.T.S.

STANDARD ABBREVIATIONS

A.B.	AGGREGATE BASE	EL. or ELEV.	ELEVATION	PB	PULL BOX
A.C.	ASPHALT CONCRETE	EMTR	ELECTRICAL METER	PED	PEDESTAL
APPROX.	APPROXIMATE	EP or EOP	EDGE OF PAVEMENT	PI	POINT OF INTERSECTION
AT&T	AT&T TELECOMMUNICATIONS	(E), EXIST.	EXISTING	PL or P	PROPERTY LINE
AVE.	AVENUE	FA	FIRE ALARM	PP	POWER POLE
BLDG	BUILDING	FG	FINISHED GRADE	POC	PORTLAND CONCRETE
BOC	BACK OF CURB	FH	FIRE HYDRANT	(P), PROP.	PROPOSED
CAB	CABINET	FL or F	FLOW LINE	PVC	POLY VINYL CHLORIDE
C&G	CURB AND GUTTER	FM	FORCE MAIN	PT	POINT
CG&S	CURB, GUTTER AND SIDEWALK	FO	FIBER OPTIC	R or RT.	RADIUS OR RIGHT
CL or C	CENTER LINE	FC	FACE OF CURB	RCP	REINFORCED CONC. PIPE
CH	CHORD	G	GAS	R/W, ROW	RIGHT-OF-WAY
CO	CLEANOUT	G.B.	GRADE BREAK	S=	SLOPE EQUALS
CONC.	CONCRETE	GMTR	GAS METER	SD	STORM DRAIN
CONST.	CONSTRUCT	G.V.	GATE VALVE	SDMH	STORM DRAIN MANHOLE
CR TV	CABLE TV	HT	HEIGHT	SDWK	SIDEWALK
CR LT.	CURVE RETURN LEFT	INV	INVERT	SECT.	SECTION
CS	COMBINED SEWER	J.P.	JOINT POLE	SHT.	SHEET
CSSS	CITY OF SACRAMENTO STANDARD SPECIFICATIONS	L=	LENGTH EQUALS	SS	SANITARY SEWER
CSMH	COMBINATION SEWER MH	LF	LINEAR FEET	SS SVC	SANITARY SEWER SERVICE
D.B.	DITCH BOX	LT. or L	LEFT	STA.	STATION
DI	DROP INLET	MFG.	MANUFACTURER	STD.	STANDARD
DIA. #	DIAMETER	MH	MANHOLE	T or TEL	TELEPHONE
DRWY	DRIVEWAY	MB	MAILBOX	TOB	TOP OF BANK
DWG	DRAWING	MAX. MIN.	MAXIMUM, MINIMUM	TYP.	TYPICAL
EA	EACH	(N)	NEW	W	WATER
EC	END CURVE	NOM	NOMINAL	WKWY	WALKWAY
		No.	NUMBER	WV	WATER VALVE
		N.T.S.	NOT TO SCALE	WV or AP	WATER VALVE
				< or AP	ANGLE POINT

PN: W14120601
SEARS DITCH LINER REPAIR
R:\CIVIL3D Projects\W14120601_Sears Ditch Liner Repair.dwg

PN: W14120601 - SEARS DITCH LINER REPAIR

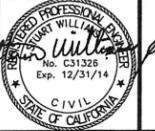
REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV.	FIELD BOOK

SCALE:
H: 1"=20'
V: 1"=20'

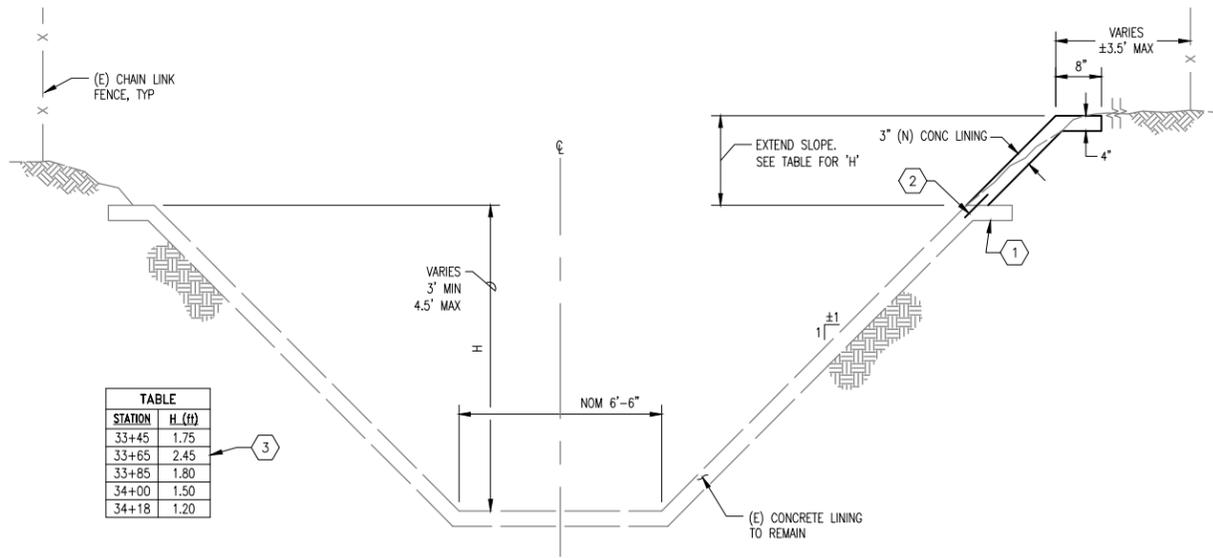
CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DRAWN BY: R. JORDAN DESIGNED BY: S.S. WILLIAMS CHECKED BY: B. GRANT
 DATE: 6/2014 R.C.E. NO. C31326 DATE: 6/2014 R.C.E. NO. C58964 DATE: 6/2014



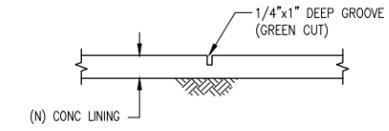
IMPROVEMENT PLANS FOR:
SEARS DITCH LINER REPAIR
COVER SHEET

DWG. NO.	SHEET
G-1	1 OF 4

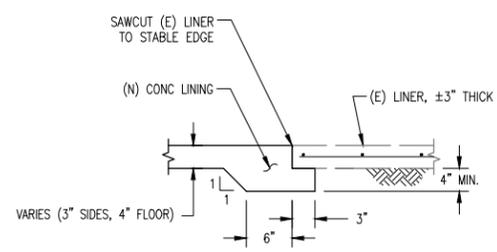


- NOTES:
- 1 (E) TOP RETURN DIMENSIONS NOT VERIFIED. VIEW TAKEN LOOKING UPSTATION.
 - 2 FIELD LOCATE #3 DOWELS 12" LONG @ ±36" ON CENTER. DRILL AND EPOXY BOND MINIMUM 4" INTO (E) LINING. CENTER IN (N) CONCRETE LINING. 24 TOTAL.
 - 3 FIELD VERIFY AND ADJUST 'H' LOWER AS REQUIRED. MAKE PROVISIONS FOR PARKING AREA LOW SPOT @± STA 33+55 14' RT TO FLOW OVERLAND INTO THE DITCH OVER TOP OF (N) LINER. THIS AREA CURRENTLY DOES NOT DRAIN THIS DIRECTION.

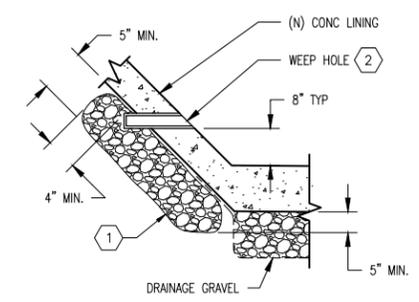
RT BANK SLOPE EXTENSION - STA 33+45 TO 34+18



CONTRACTION JT DETAIL

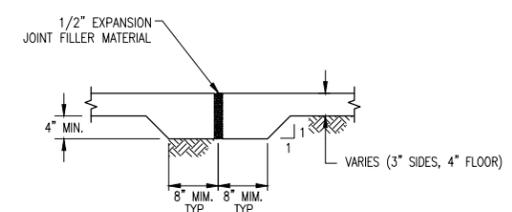


UNDERCUT JT DETAIL

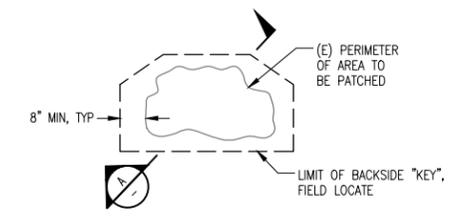


- 1 MINIMUM 1 CF PERMEABLE MATERIAL ENCASED IN FILTER FABRIC BAG. PLACE BAG TO CONNECT HYDRAULICALLY TO DRAINAGE GRAVEL.
- 2 2" SCHEDULE 40 PVC PIPE. TRIM EXPOSED END FLUSH WITH SLOPE. OTHER END TO EXTEND 2" MINIMUM INTO PERMEABLE MATERIAL. CUT BAG AT PIPE PENETRATION. CENTER CONTRACTION JOINT ON WEEP HOLE.

WEEP HOLE DETAIL

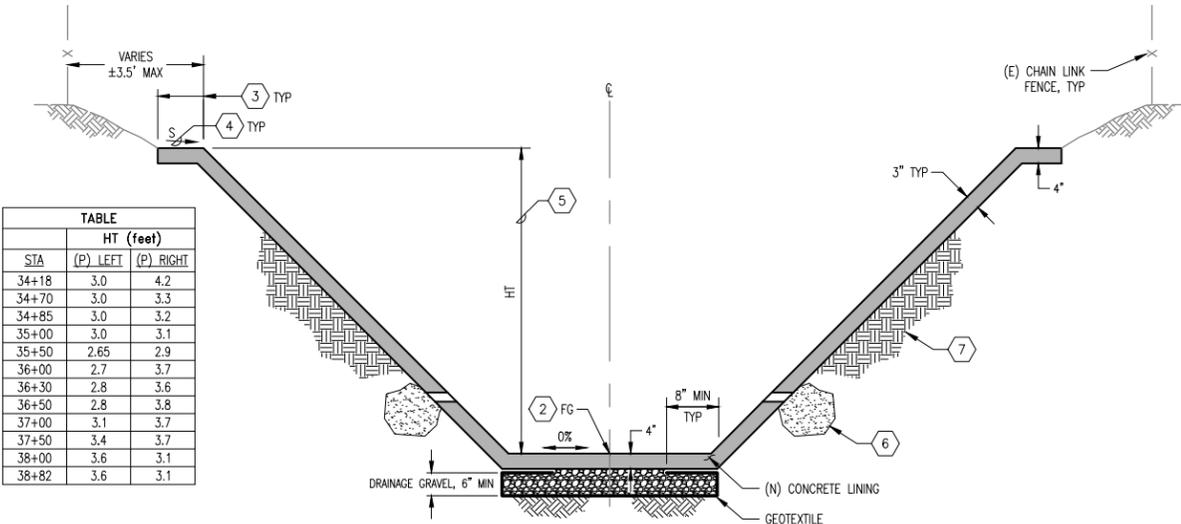


EXPANSION AND DAILY START/STOP DETAIL



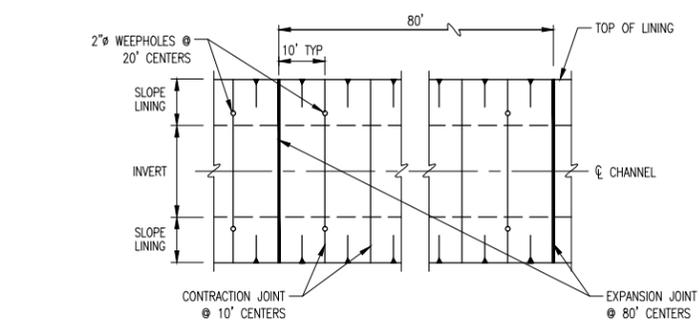
PATCH DETAIL

- NOTES:
- 1 USE HAND TOOLS OR OTHER METHODS TO REMOVE LOOSE SEDIMENTS AND EXPOSE FIRM "KEY" AREA AREA SUBGRADE.
 - 2 PLACE CONCRETE PATCH AS SPECIFIED.

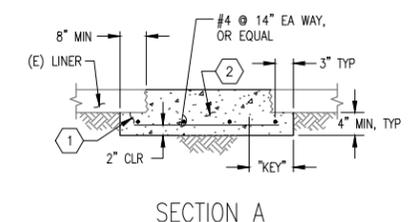


- NOTES:
- 1 (E) LINING NOT SHOWN. REMOVE (E) CONCRETE LINING REGARDLESS OF THICKNESS. RECYCLE CONTRACTION DEBRIS AS SPECIFIED.
 - 2 (N) CONCRETE CHANNEL FLOOR TO SLOPE UNIFORMLY BETWEEN (E) DOWNSTREAM AND UPSTREAM CONFORM ELEVATIONS WHERE LINING REPLACEMENT STARTS AND STOPS.
 - 3 8" MIN. EXTEND TO ADJACENT FENCE IF DISTANCE IS ≤ 18".
 - 4 FIELD FIT 2% ≤ S ≤ 20% MAX. OUTERMOST TOP EDGE OF LINING RETURN SHOULD MATCH (E) GRADE AT FENCE LINE AS MUCH AS PRACTICABLE.
 - 5 (P) HT VARIES. LT SIDE NOT ALWAYS THE SAME AS RT. SEE TABLE FOR HT (LT AND RT VIEWED LOOKING UP STATION). SLOPE UNIFORMLY BETWEEN (P) HT'S, UNLESS DIRECTED OTHERWISE. INTENT IS THAT (P) HT WILL REDUCE OR ELIMINATE SIDE SLOPE VEGETATION GROWING ABOVE THE (N) CONCRETE LINER W/ OUT BLOCKING SURFACE RUNOFF FROM ENTERING THE DITCH.
 - 6 2" DIA WEEP HOLE, AND DRAINAGE GRAVEL BAG, TYPICAL. SEE DETAIL THIS SHEET.
 - 7 STA 34+18 TO STA 34+70: PERFORM SUBGRADE SLOPE RESTORATION AS REQUIRED, BOTH SIDES. EST = 60 CY.

REPLACEMENT CHANNEL LINING - STA 34+18 TO 38+92



LINED CHANNEL WEEP HOLE AND JT LAYOUT DETAIL



SECTION A

REVISIONS			
NO.	DESCRIPTION	DATE	BY

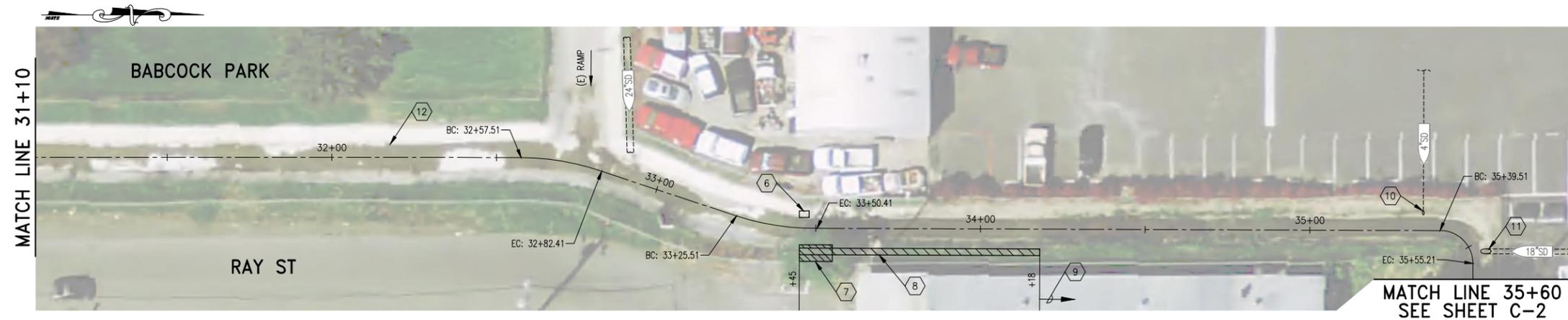
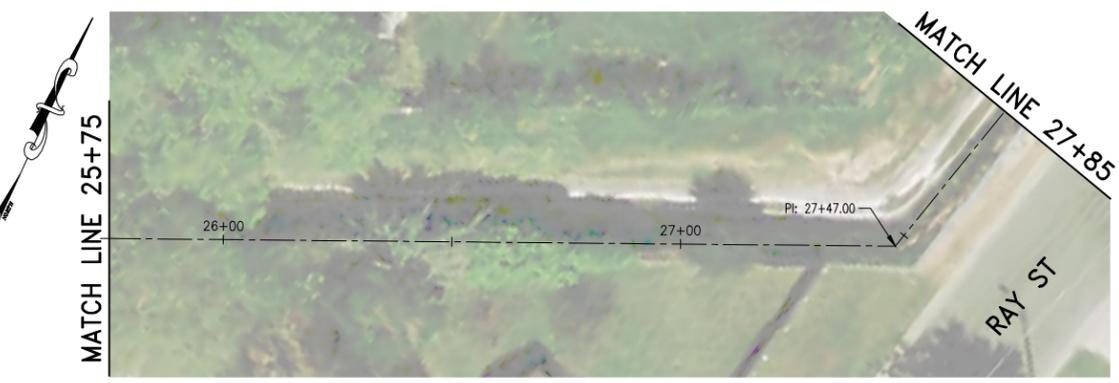
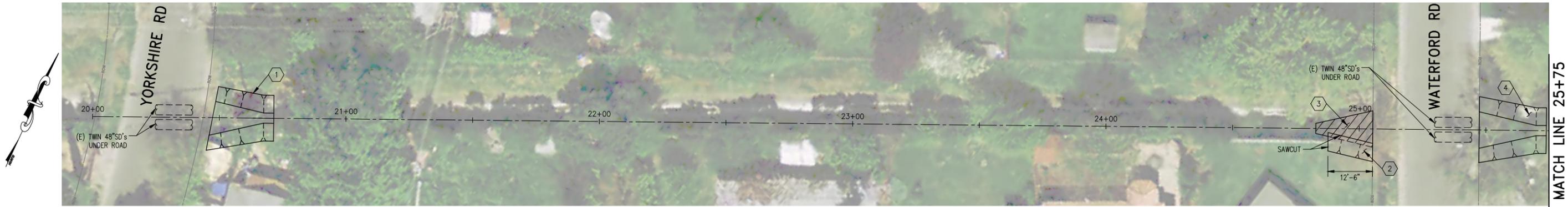
BENCH MARK	ELEV.

FIELD BOOK

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES			
DRAWN BY: R. JORDAN	DESIGNED BY: S.S. WILLIAMS	CHECKED BY: B. GRANT	
DATE: 6/2014	R.C.E. NO. C31326 DATE: 6/2014	R.C.E. NO. C58964 DATE: 6/2014	



IMPROVEMENT PLANS FOR:	
SEARS DITCH LINER REPAIR	
TYPICAL SECTIONS AND DETAILS	
DWG. NO. G-2	SHEET 2
PN: W14120601	85 of 87
	4



NOTES:

- 1 SAWCUT ACROSS DITCH ±24' NORTH OF (E) HEADWALL. REMOVE ENTIRE LINER BETWEEN HEADWALL & SAWCUT. PREP SUBGRADE AS REQUIRED. INSTALL (N) CONC LINER SIM TO THAT SHOWN FOR STA 34+20. EXTEND NEW LINER TO TOP OF BANK, W/ 8" WIDE TOP RETURNS. PROVIDE ONE 2" Ø WEEP HOLE EA SIDE ±10' FROM HEADWALL. MAINTAIN (E) INVERT TRANSITION SHAPE. INSTALL UNDERCUT JT AT SAWCUT LINE. ESTIMATE = 150 SF BOTTOM + 512 SF SIDESLOPE AREA.
- 2 REMOVE (E) RT SIDESLOPE SOUTH OF HEADWALL. FIELD LOC BOTTOM SAWCUT LINE ±18" IN FROM TOE. PREP SUBGRADE AS REQUIRED. INSTALL (N) 3" THK CONC SIDESLOPE LINER TO TOP OF BANK W/ 8" WIDE TOP RETURN. INSTALL UNDERCUT JT ALONG SAWCUT LINE. PROVIDE 2" Ø WEEP HOLE ±6' FROM HEADWALL. ESTIMATE = 150 SF SIDESLOPE AREA.
- 3 PLACE NEW CONC ATOP (E) INVERT TO ELIMINATE "PONDING" AREA SOUTH OF HEADWALL. THK WILL VARY. SLOPE UNIFORMLY BETWEEN INV ELEV OF TWIN 48" CULVERTS TO CONFORM PT ±20' SOUTH OF HEADWALL. ESTIMATE = 150 SF.
- 4 SAWCUT ACROSS DITCH ±26' NORTH OF (E) HEADWALL. REMOVE ENTIRE LINER BETWEEN HEADWALL & SAWCUT. PREP SUBGRADE AS REQUIRED. INSTALL (N) CONC LINER SIM TO THAT SHOWN FOR STA 34+20. EXTEND NEW LINER TO TOP OF BANK, W/ 8" WIDE TOP RETURNS. PROVIDE ONE 2" Ø WEEP HOLE EA SIDE ±10' FROM HEADWALL. MAINTAIN (E) INVERT TRANSITION SHAPE. INSTALL UNDERCUT JT AT SAWCUT LINE. ESTIMATE = 160 SF BOTTOM + 555 SF SIDESLOPE AREA.
- 5 PATCH HOLE AT TOE OF SLOPE. LOCATION SHOWN IS APPROXIMATE. SEE DETAIL ON DWG G-2, TYPICAL. ESTIMATE = 3 SF.
- 6 PATH 2 SF HOLE AT LT TOE OF SLOPE, AND PLACE CONC IN ADJACENT 1'x4' FLOOR DEPRESSION TO ELIMINATE PONDING.
- 7 STA 33+45 TO STA 33+55: REPLACE (E) RT SIDESLOPE. FIELD LOC BOTTOM SAWCUT LINE ±12" IN FROM TOE, AND ALONG UPSTREAM EDGE. PREP SUBGRADE AS REQUIRED. INSTALL (N) 3" THK CONC SIDESLOPE LINER IN CONJUNCTION W/ EXTENSION TO TOP OF BANK. INSTALL UNDERCUT JT ALONG SAWCUT LINE. ESTIMATE = 60 SF SIDESLOPE AREA.
- 8 STA 33+45 TO STA 34+18: EXTEND RT BANK SLOPE. SEE DETAIL ON DWG G-2. ESTIMATE = 255 SF SIDESLOPE AREA.
- 9 STA 34+18 TO STA 38+92 (HEADWALL @ ALBATROSS WAY): INSTALL REPLACEMENT CHANNEL LINING. SEE DETAIL ON DWG G-2. BOTH SIDESLOPES HAVE SLUMPED TO VARYING DEGREES BETWEEN STATIONS 34+18 AND 34+70, BUT THE DEPTH OF SOFT AND/OR SLUMPED SOIL HAS NOT BEEN DETERMINED. CONTRACTOR TO REMOVE EXISTING LINING, THEN IN CONJUNCTION W/ ENGINEER MAKE A FIELD DETERMINATION OF REQUIRED DEPTH OF SOIL REMOVAL, RE-MIXING W/ CEMENT, AND RECOMPACTION AS SLOPE RESTORATION WORK. ESTIMATE = 2,910 SF BOTTOM + 5,310 SF SIDESLOPE AREA + 60 CY SLOPE RESTORATION.
- 10 STA 35+35: (E) 4" Ø PVC SD TO REMAIN.
- 11 STA 35+50: (E) 18" Ø RCP SD TO REMAIN.
- 12 STA 32+10 TO 32+60, LT: CRACK SEALING.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

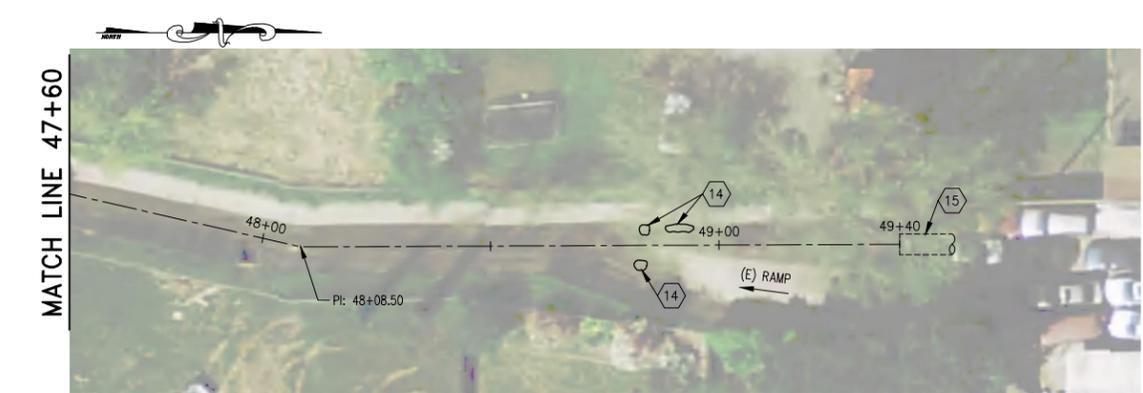
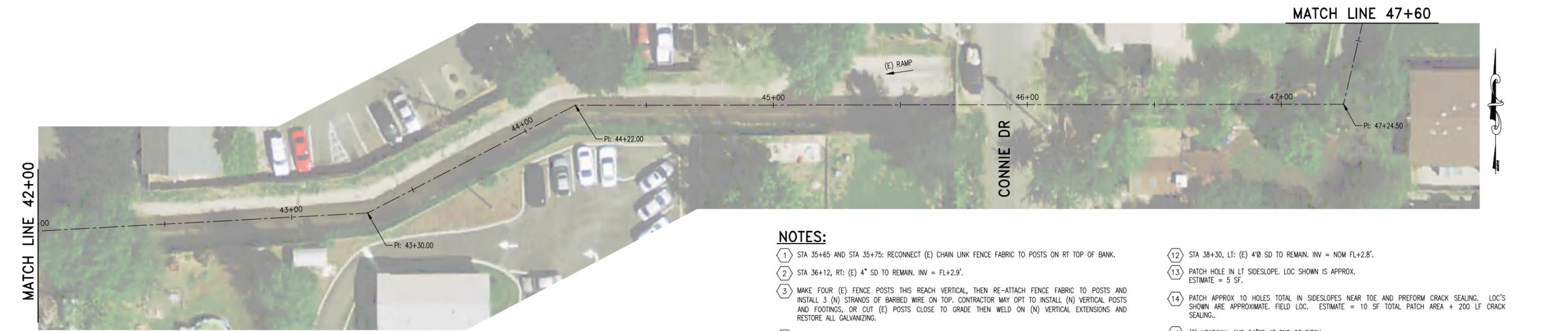
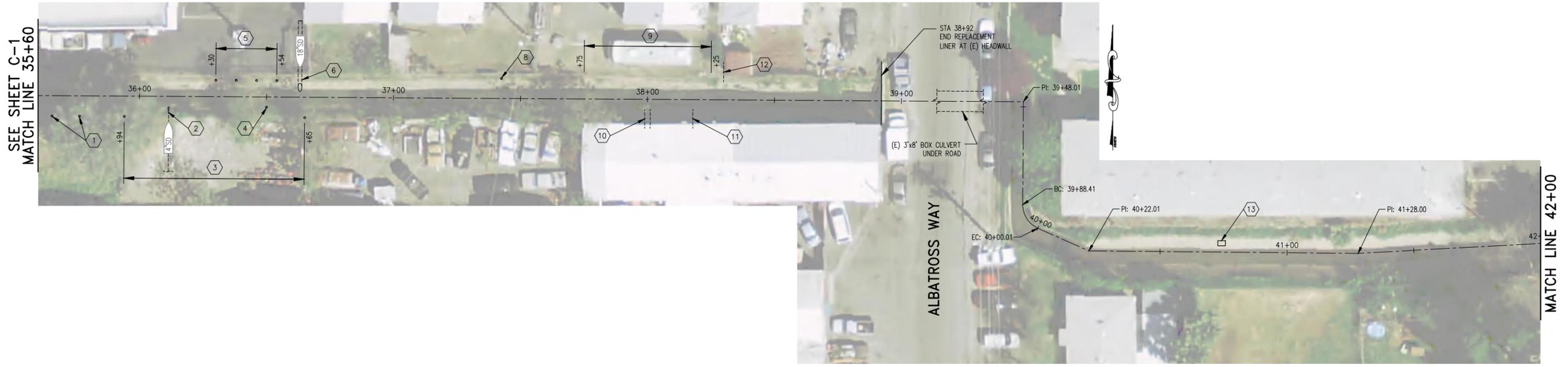
BENCH MARK DESCRIPTION:	ELEV. _____
FIELD BOOK	SCALE: 1"=20'
ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"	

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES			
DRAWN BY: R. JORDAN	DESIGNED BY: S.S. WILLIAMS	CHECKED BY: B. GRANT	DATE: 6/2014
R.C.E. NO. C31326	DATE: 6/2014	R.C.E. NO. C58964	DATE: 6/2014



IMPROVEMENT PLANS FOR:
SEARS DITCH LINER REPAIR
LINER REPAIR PLAN, STA 20+00 TO 35+60

GIS GRID NO. X21	DWG. NO. C-1
PN: W14120601	SHEET 3
	OF 87
	4



NOTES:

- 1 STA 35+65 AND STA 35+75: RECONNECT (E) CHAIN LINK FENCE FABRIC TO POSTS ON RT TOP OF BANK.
- 2 STA 36+12, RT: (E) 4" SD TO REMAIN. INV = FL+2.9'.
- 3 MAKE FOUR (E) FENCE POSTS THIS REACH VERTICAL, THEN RE-ATTACH FENCE FABRIC TO POSTS AND INSTALL 3 (N) STRANDS OF BARBED WIRE ON TOP. CONTRACTOR MAY OPT TO INSTALL (N) VERTICAL POSTS AND FOOTINGS, OR CUT (E) POSTS CLOSE TO GRADE THEN WELD ON (N) VERTICAL EXTENSIONS AND RESTORE ALL GALVANIZING.
- 4 STA 36+50, RT: REMOVE (E) ±15"Ø X 25' TALL TREE.
- 5 REMOVE FOUR (E) LT SIDE 2-3/8"Ø FENCE POST KICKERS. RESTORE GALVANIZING ON POSTS TO REMAIN.
- 6 STA 36+60, LT: (E) 18"Ø RCP SD TO REMAIN.
- 7 STA 36+65, RT: (E) 4" SD TO REMAIN. INV = FL+2.95'.
- 8 STA 37+45, LT: INSTALL (N) 4"Ø X ±18" LONG PVC SD W/ INV = FL+2.7 TO DIRECT FLOW FROM TRENCH UNDER FENCE INTO THE DITCH. FIELD LOC.
- 9 MAKE FIVE (E) FENCE POSTS THIS REACH VERTICAL, THEN RE-ATTACH FENCE FABRIC TO POSTS AND INSTALL 3 (N) STRANDS OF BARBED WIRE ON TOP. CONTRACTOR MAY OPT TO INSTALL (N) VERTICAL POSTS AND FOOTINGS, OR CUT (E) POSTS CLOSE TO GRADE THEN WELD ON (N) VERTICAL EXTENSIONS AND RESTORE ALL GALVANIZING.
- 10 STA 38+00, RT: REMOVE SHRUB GROWING THRU LINER AND RECONSTRUCT (N) CONC PAVED SWALE W/ S=2% MIN INTO DITCH FOR DRAINAGE FROM (E) TWIN 6"Ø SD'S. MATCH (E) SWALE WIDTH & DEPTH. INV = NOM FL+3.0'.
- 11 STA 38+17, RT: (E) 6"Ø VCP SD TO REMAIN. INV = NOM FL+2.0'.
- 12 STA 38+30, LT: (E) 4"Ø SD TO REMAIN. INV = NOM FL+2.8'.
- 13 PATCH HOLE IN LT SIDESLOPE. LOC SHOWN IS APPROX. ESTIMATE = 5 SF.
- 14 PATCH APPROX 10 HOLES TOTAL IN SIDESLOPES NEAR TOE AND PREFORM CRACK SEALING. LOC'S SHOWN ARE APPROXIMATE. FIELD LOC. ESTIMATE = 10 SF TOTAL PATCH AREA + 200 LF CRACK SEALING..
- 15 (E) HEADWALL AND 54"SD AT END OF DITCH.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK DESCRIPTION:	ELEV. _____
FIELD BOOK	SCALE: 1"=20'
ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"	

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DRAWN BY: R. JORDAN DESIGNED BY: S.S. WILLIAMS CHECKED BY: B. GRANT
DATE: 6/2014 R.C.E. NO. C31326 DATE: 6/2014 R.C.E. NO. C58964 DATE: 6/2014



IMPROVEMENT PLANS FOR:
SEARS DITCH LINER REPAIR
LINER REPAIR PLAN, STA 35+60 TO 49+40

GIS GRID NO. X23	DWG. NO. C-2
PN: W14120601	SHEET 4 of 87
	4