

Meeting Date: 7/21/2015

Report Type: Consent

Report ID: 2015-00624

Title: Contract: Combined-Sewer Large Flow Meter Replacements

Location: Districts 4 and 5

Recommendation: Pass a Motion 1) approving the contract plans and specifications for the Combined-Sewer Large Flow Meter Replacements project; and 2) awarding the contract to Lords Electric Inc. for an amount not-to-exceed \$174,654.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Brett Grant, Supervising Engineer, (916) 808-1413, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:

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

City Attorney Review

Approved as to Form
Joe Robinson
7/14/2015 11:56:23 AM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 7/2/2015 4:54:51 PM

Description/Analysis

Issue Detail: The proposed project will replace six flowmeters in 60” to 120” diameter combined sewer pipes. The existing flowmeters are more than 10-years old and no longer provide the system operators with the necessary accurate information to minimize combined effluent discharges during storm events.

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

Economic Impacts: This project is expected to create 0.7 total jobs (0.4 direct jobs and 0.3 jobs through indirect and induced activities) and create \$107,837 in total economic output (\$67,971 of direct output and another \$39,866 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, has reviewed the proposed project and has determined that since it consists only of repair and minor alteration of existing public facilities, it will not have a significant environmental impact, and thus is exempt from provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section number 15301.

Sustainability: The project is consistent with the City's Sustainability Master Plan and sustainability targets as it will facilitate reduced sanitary sewer outflows and management of effluent discharges. The project also improves system reliability, which will reduce energy-intensive maintenance efforts.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: The project was formally advertised to solicit bids, which were opened by the City Clerk on June 17, 2015. Two firms bid on the project, as follows:

	Bidders	Bid Amount
1	Lords Electric, Inc.	\$174,654
2	Vasko Electric, Inc	\$208,967

The engineer's estimate was \$155,000.

Financial Considerations: This construction contract is for an amount not to exceed \$174,654. The total project cost, including design, inspection, and City administration costs is estimated to be \$211,385. There is sufficient funding in the Combined Sewer System Capital Improvement Program (X14010000) to award the construction contract and complete the project.

Local Business Enterprise (LBE): Lords Electric is an LBE.

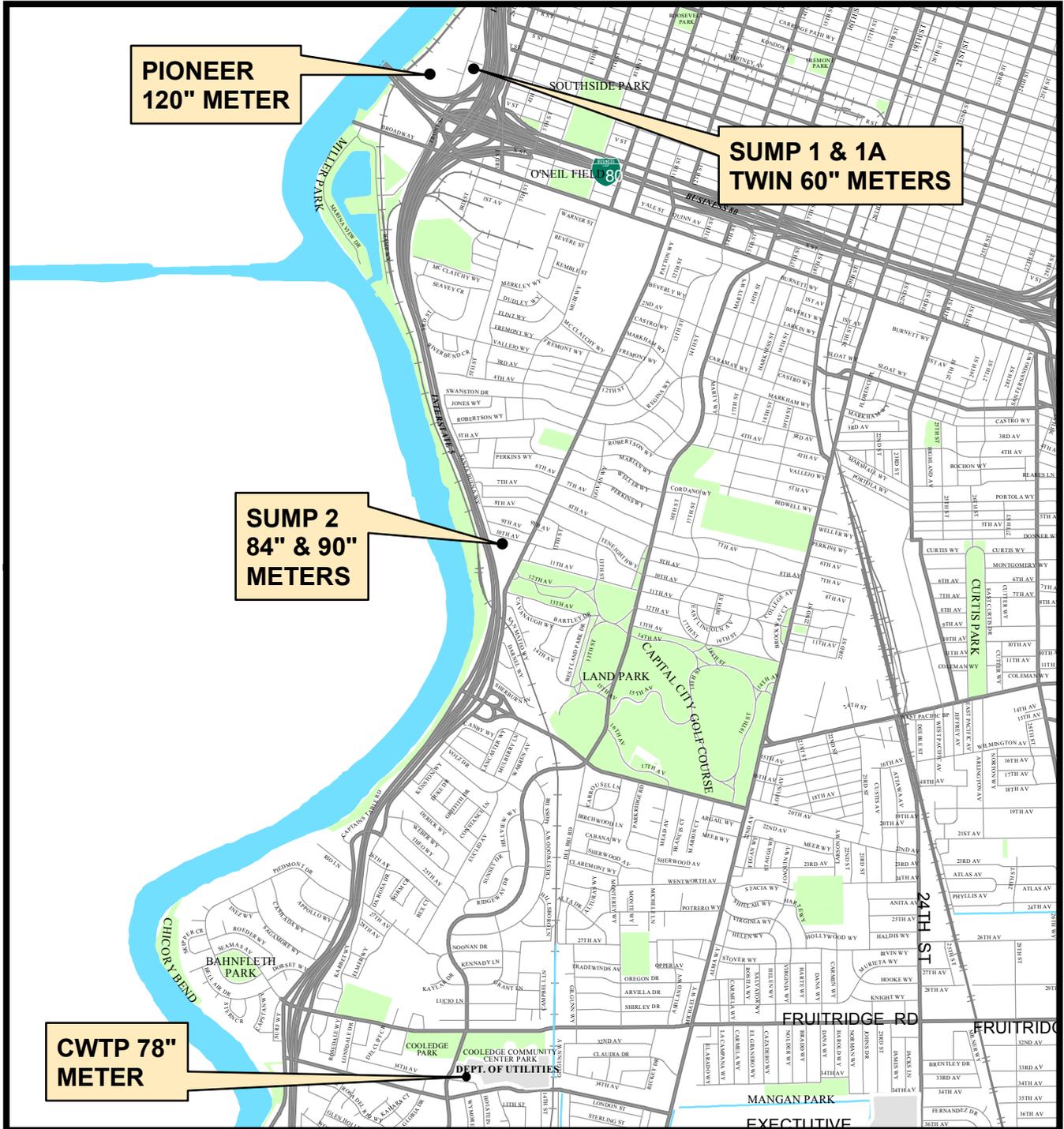
BACKGROUND

Flowmeters in large diameter pipelines at the Combined Wastewater Treatment Plant (CWTP), Sumps 1 & 2, and at Pioneer Reservoir, which are all more than 10 years old, no longer provide accurate data and are at the end of their useful service lives. Operators of the City's combined sewer system use flow data to assess pump performance, balance the system, and to quantify effluent storm event discharges for regulatory agency staff.

Flow occurs at these meter locations during moderate to severe storm events, which is the only time when meter testing can be performed. In late 2013 and early 2014, Department of Utilities (DOU) staff conducted a field test to determine which flowmeter brands would interface with DOU's existing facility-wide supervisory control and data acquisition (SCADA) system. DOU staff determined that FlowShark[®] Pulse meters by ADS Environmental can communicate with the City's SCADA system, and no other meter tested was able to demonstrate this compatibility. The FlowShark[®] uses in-pipe sensors to measure flow depth and velocity to calculate flow rates and total flow volumes. The contract documents identified the FlowShark[®] as the only known acceptable model for bidders to provide.

The contract documents require the contractor to remove the existing meters, install the new meter sensors inside the existing pipes, and to install the meter transmitter units inside existing control cabinet enclosures. DOU staff will connect the meter data transmitter units to the SCADA system, and ADS Environmental staff will provide calibration assistance during the first major storm event following meter installations.

City of Sacramento
Combined Sewer Large Flowmeter Replacement
(X14010096)



ENGINEERING SERVICES DIVISION

CONTRACT DOCUMENTS
FOR
COMBINED-SEWER LARGE FLOW METER REPLACEMENTS

PN: X14010096

B15141321021

Engineer's Estimate: \$155,000

Non-mandatory Pre-Bid Site Visit: Wednesday May 20th @ 9:30 A.M.
Starting Location: 1391 35th Ave., Sacramento CA 95822

For Pre-Bid Information Call:

No Separate Plans

Stu Williams
Senior Engineer
(916) 808-1410

Bids to be received before 2:00 PM
June 3, 2015
City Hall, Office of the City Clerk
915 I Street, 5th Floor, Public Counter
Sacramento, CA 95814

LBE PROGRAM PARTICIPATION

This project has a required minimum LBE participation level of 5.0 percent. For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at:

<http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm>

Addendum #1

May 28, 2015

COMBINED-SEWER LARGE FLOW METER REPLACEMENTS

PN: X14010096 (Bid Transaction #B15141321021)

To All Potential Bidders:

Attached hereto are two (2) addenda items, which shall be incorporated into the Plans and Specifications for the above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein. All other terms, conditions, and specifications of the contract documents remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified for bids to be received by one of the following methods:

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

Failure to acknowledge receipt of this addendum in one of the identified methods at New City Hall, Office of the City Clerk, 5th Floor Public Counter, 915 I Street, Sacramento CA 95814, prior to the hour and date specified for receipt of bids, **may result in rejection of your proposal.** If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum Number, and the change is received prior to the hour and date specified for receipt of proposals.

For questions related to this addendum, contact the Project Manager, Stu Williams at (916) 808-1410, or e-mail: sswilliams@cityofsacramento.org.

Sincerely,



Brett Grant, Supervising Engineer

Addendum
Enclosure

Cc: Distribution List
Planholders

Department of Utilities
916-808-1400
1395 35th Ave
Sacramento, CA 95822

COMBINED-SEWER LARGE FLOW METER REPLACEMENTS
PN: X14010096 (Bid Transaction # B15141321021)

<u>Item</u>	<u>Ref, Page</u>	<u>Description</u>
1.	LBE Requirements	The document downloaded from PlanetBids (the City's Bid Center) includes only page 1 of 4 of the LBE Requirements. Insert pages 2 thru 4 included herewith.
2.	Bid Due Date	In all places listed, change the Bid Due Date from June 3, 2015 to June 17 , 2015. The time and location where bids are to be submitted remains unchanged.

End of Addendum No. 1

(LBE Requirement pages 2 of 4, 3 of 4, and 4 of 4 follow and are part of this Addendum)

COMBINED-SEWER LARGE FLOW METER REPLACEMENTS

TABLE OF CONTENTS

NOTICE TO CONTRACTORS	Pages 1 - 2
FACT SHEET: New Public Works Contractors Registration Law [SB 854]	Pages 1 - 3
LBE INFORMATION	Page 1 of 1
PROPOSAL FORMS (To be submitted by all Bidders as the Bid Package)	
Sealed Proposal.....	Pages 1 - 2
Bid Proposal Guarantee.....	Page 1 of 1
Subcontractor and LBE Participation Verification.....	Page 1 of 1
Drug-Free Workplace Policy and Affidavit.....	Page 1 of 1
Minimum Qualifications Questionnaire	Pages 1 - 4
Requirements of the Non-Discrimination in Employee Benefits Code	Pages 1 - 2
Attachment A, Equal Benefits Compliance Declaration.....	Pages 1 - 2
Attachment B, Equal Benefits Employee Notification	Page 1 of 1
Attachment C, Equal Benefits Posting Notice	Page 1 of 1
LBE Requirements (City Contracts no Federal Funds Used).....	Page 1 of 4
CONTRACT FORMS (Only for successful Bidder)	
Worker's Compensation Insurance Certification.....	Page 1 of 1
Agreement	Pages 1 – 12
Performance Bond	Page 1 of 1
Payment Bond	Page 1 of 1
California Labor Code Relating to Apprentices	Page 1 of 1
Federal tax form W-9 (Request for ID No.).....	Page 1 of 1
CA tax form 590	Page 1 of 1
CA tax form 587	Page 1 of 1
TECHNICAL SPECIFICATIONS	
DIVISION 1 - GENERAL REQUIREMENTS	
01105 GENERAL INFORMATION AND REQUIREMENTS.....	01105-1 thru 6
01310 PROJECT MEETINGS	01310-1 thru 2
01511 TEMPORARY ELECTRICITY.....	01511-1 thru 1
01770 CONTRACT CLOSEOUT	01770-1 thru 3
DIVISIONS 2 thru 15 (Not Used)	
DIVISION 16 - ELECTRICAL	
16010 ELECTRICAL WORK.....	16010-1 thru 2
16110 CONDUITS	16110-1 thru 3
DIVISION 17 – SIGNALS & CONTROL	
17102 FLOW METERS.....	17102-1 thru 4
PLANS	
G-1 COVER SHEET	Sheet 1 of 2
C-1 (E) ENCLOSURE PHOTOS.....	Sheet 2 of 2
REFERENCE PLANS (7 SHEETS)	

NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

As set forth in the Contract Documents, Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, City Hall, located at 915 I Street, 5th Floor, Public Counter, up to the hour of 2:00 p.m. on **June 3, 2015**. Proposals will then be opened and read on that date, or as soon thereafter as business allows, in the Hearing Room, 2nd Floor Room, in Historic City Hall, for construction of:

COMBINED-SEWER LARGE FLOW METER REPLACEMENTS (PN: X14010096) (B15141321021)

The work involves furnishing, installing, and testing six combined Area-Velocity open channel flow meters (FlowShark[®] Pulse by ADS Environmental, or approved equal) to replace existing in-pipe flowmeters. Interested bidders are invited to attend a non-mandatory pre-bid site visit on Wednesday May 20th, to be conducted by Dept. of Utilities staff beginning 9:30 AM at 1391 35th Ave in Sacramento, CA 95822.

Proposals received and work performed thereunder shall comply with the requirements of Chapter 3.60 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum the Bid Proposal. The City reserves the right to reject proposals or to waive any error or omission in any Bid Proposal received. Signed proposals shall be submitted on the printed forms contained herein and enclosed in an envelope marked:

SEALED PROPOSAL FOR COMBINED-SEWER LARGE FLOW METER REPLACEMENTS (PN: X14010096) (B15141321021)

You can view and download the Contract Documents for this via the following webpage address:

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

(Click *Bid Opportunities*, then under *Department* select *City of Sacramento Utilities Dept*, then select by title)

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 and available to any interested party upon request.

The City of Sacramento has a Labor Compliance Program, and **electronic submission of Labor Compliance Reports is required**. The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically in the manner prescribed by the City of Sacramento. Each contractor and subcontractor shall receive a unique Log-On identification and password to access the City's reporting system. Use of the City's system may entail additional contractor time for data entry of weekly payroll information including employee identification, labor classification, total hours worked, hours worked on this project, and wage and benefit rates paid, etc. All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract is also subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to submittals made to City staff via the City's electronic system).

NOTICE TO CONTRACTORS

subcontractors' obligations to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations. The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices.

Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this Notice to Contractors shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 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. The term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, (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 Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5th Floor, Sacramento, CA 95814.

Contact information for the City's manager of this project is:

Stu Williams, Department of Utilities, Engineering & Water Resource Division
1395 35th Avenue, Sacramento, CA 95822
Phone: (916) 808-1410 / Fax: (916) 808-1497/Email: SSWilliams@cityofsacramento.org

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]

FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - This requirement will be phased in as follows:
 - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
 - Will apply to any new projects awarded on or after April 1, 2015
 - May apply to other projects as determined by Labor Commissioner
 - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
 - The Labor Commissioner may make exception to this requirement for
 - Projects covered by qualifying project labor agreement
 - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
 - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

LBE INFORMATION

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: <http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm>

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

Contractor's Name: Lords Electric Inc.
 (Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

Sealed Proposals will be received not later than 2:00 PM on June 3, 2015, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Public Counter, Sacramento, California 95814, and will be opened as soon thereafter as business allows. PROPOSALS MUST BE SIGNED BY BIDDERS IN ORDER TO BE RESPONSIVE.

TO THE HONORABLE CITY COUNCIL:

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

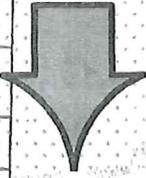
COMBINED-SEWER LARGE FLOW METER REPLACEMENTS
 (PN: X14010096) (B15141321021)

project in the City and County of Sacramento, California.

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

Item No.	Description	Estimated Quantity	Units	Unit Price	Extended Amount
1	CWTP 78-inch Primary Effluent Meter	1	LS	\$ 36,163. ⁵⁰	\$ 36,163. ⁵⁰
2	Sump 2 84-inch Meter	1	LS	\$ 21,081. ⁷⁵	\$ 21,081. ⁷⁵
3	Sump 2 90-inch Meter	1	LS	\$ 21,081. ⁷⁵	\$ 21,081. ⁷⁵
4	Pioneer Reservoir 120-inch Outlet Meter	1	LS	\$ 54,163. ⁵⁰	\$ 54,163. ⁵⁰
5	Sump 1 60-inch Northside Meter	1	LS	\$ 21,081. ⁷⁵	\$ 21,081. ⁷⁵
6	Sump 1 60-inch Southside Meter	1	LS	\$ 21,081. ⁷⁵	\$ 21,081. ⁷⁵

INITIAL
HERE



TOTAL BID: \$ 168,654.⁰⁰ *V.V.*
~~174,654.⁰⁰~~

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.

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after receipt of the City's notice that the undersigned will be recommended for Contract award. The undersigned further agrees to begin work within fifteen (15) days after receipt of the Notice to Proceed is issued by the City.

It is understood that this bid is based upon completion of the work within a period of **forty-five (45) 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 dollars (\$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, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work

The undersigned has carefully checked all of the above figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

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

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

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

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

____ CERTIFIED CHECK

____ MONEY ORDER

____ CASHIERS'S CHECK

X BID BOND

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

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

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

CONTRACTOR: *Lords Electric Inc*

By: *[Signature]*
(Signature)

Title: *Valentin Vizdum President*

Address: *4045 N. Freeway Blvd Sacramento CA 95834*
Physical Address ONLY. No PO Box

 Sacramento *CA* *95834*
City STATE ZIIP Code

Telephone No.: *(916) 410-2386*

Fax No.: *(916) 244-0233*

Email: *lordselectric.val@gmail.com*

Federal Tax ID # or Social Security #: *59-3843113*

Contractor's License No. *953514* , Classification *C10* , Expiration date *10/31/2012* is held by the bidder.

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: Lords Electric Inc. Address: 4045 N. Freeway Blvd.
 Bid Amount: 168,654 Is Prime Contractor a LBE? Yes No Total LBE Participation %: 100% Date: 6/17/2015

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]
 (Signature)

President
 (Title)

6/17/2015
 (Date)

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

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: Lords Electric Inc.
BY: [Signature] Signature Title President Date: 6/12/2015

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

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

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:

C-10 953514 10/31/2016

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at any time 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

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

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 Sacramento CA, on 6/17/2015
(Location) (Date)

Signature: 

Print name: Valentin Vizitka

Title: president.

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.

1994 10/22/2015

2015 10/22/2015

2015 10/22/2015

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$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

Lords Electric Inc.

Name of Contractor

4045 N. Freeway Blvd Sacramento CA 95834

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

Valentin Viatkin

Print Name

Title

6/12/2015

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 . . .

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

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain 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.

**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.

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

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

Lords Electric, Inc.

Bidder

BY:  _____

Title: President

Address: 4045 N. Freeway Blvd.

Sacramento, CA 95822

Date: 6/30/2015

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 July 21,2015, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation (“City”), and **Lords Electric, Inc., 4045 N. Freeway Blvd., Sacramento, CA 95834** (“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:

COMBINED-SEWER LARGE FLOW METER REPLACEMENTS (PN: X14010096)

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.
- F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

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 **98 of 99**

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-five (45) 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 the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

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 the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

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 or carried by the Contractor in connection with this Contract.

A. Minimum Scope & 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, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, 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 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 accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

No automobile liability insurance shall be required if Contractor completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” _____ (Contractor initials)

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

No Workers' Compensation insurance shall be required if Contractor completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance.”
_____ (Contractor initials)

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 and its subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its subcontractors.

- (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, including excess insurance, 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:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

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 named in Exhibit A. 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) For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Contract approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

- (3) The City may withdraw its offer of contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The City may withhold payments to Contractor 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:

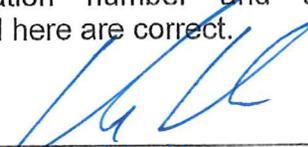
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or 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 6/30/2015

BY 
Print Name Valentin Vizitka
Title President

BY _____
Print Name _____
Title _____
Federal ID# 59-3843113
State ID# C3313627

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

Type of Business Entity (check one):
 Individual/Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company
 Other (please specify: _____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: John F Shirey, City Manager

Original Approved As To Form:

City Attorney

Attest:

City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liliya Vizitiu Vizitiu Insurance Agency 4045 N Freeway Blvd Sacramento CA 95834-1267		CONTACT NAME: Liliya Vizitiu PHONE (A/C, No, Ext): 916-921-6177 E-MAIL ADDRESS: lvizitiu@farmersagent.com FAX (A/C, No): 916-720-0270	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Colony Insurance Company	NAIC #
INSURED		INSURER B: Farmers Insurance Exchange	21652
LORD'S ELECTRIC, INC 4045 N FREEWAY BLVD, STE A SACRAMENTO CA 95834		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			101 GL 0007029-01	02/13/2015	02/13/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	PRODUCTS - COMP/OP AGG			\$ 2,000,000				
GENL AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY			605142083	10/16/2014	10/16/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO	Y					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
				\$				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Sacramento, it's employees, officers and agents are named as additional insureds.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SACRAMENTO
 DEPARTMENT OF UTILITIES
 1395 35th Ave
 Sacramento CA 95822

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Liliya Vizitiu

BUSINESS AUTO DECLARATIONS

POLICY
 COVERAGE PART

FARMERS INSURANCE EXCHANGE
MEMBERS OF FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010

ITEM ONE

NAMED **LORD'S ELECTRIC, INC**
 INSURED
 MAILING **4045 N FREEWAY BLVD**
 ADDRESS **SACRAMENTO CA 95834-1267**

F002438791-001-00001
 Account Number
95-37-369
 Agent
 Prod. Count
60514-20-83
 Policy Number

The named insured is an individual Partnership Corp. Joint Venture Organization (Other than Partnership or joint venture)
 unless otherwise stated: Type of Business **ELECTRICAL WORK**

Policy Period from **06/26/15** (not prior to time applied for) to **10/16/15** 12:01 AM Standard Time

If this policy replaces other coverages that end at noon standard time on the same day this policy begins, this policy will not take effect until the other coverage ends. This policy will continue for successive policy periods as follows: If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

*This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	*COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS (LIMITS SHOWN IN THOUSANDS)	PREMIUM
LIABILITY	7 8 9	\$ 1000	2,373.00
PERSONAL INJURY PROTECTION (or equivalent No-Fault Coverage)		SEPARATELY STATED IN EACH PIP ENDORSEMENT	
ADDED PERSONAL INJURY PROTECTION (or equivalent added no-fault cov.)		SEPARATELY STATED IN EACH ADDED PIP ENDORSEMENT	
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS \$ DEDUCTIBLE FOR EACH ACCIDENT	
AUTO MEDICAL PAYMENTS	7	\$ SEE SCHEDULE	185.00
UNINSURED MOTORIST	7	\$ SEE SCHEDULE	136.00
UNINSURED MOTORIST PROPERTY DAMAGE		\$	
UNDERINSURED MOTORISTS (When not incl. in Uninsured Motorists Coverage)	7	\$	
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	Actual Cash Value or Cost of Repair, whichever is less minus \$ SEE SCHEDULE Ded. for Each Covered Auto. But no Deductible Applies to Loss Caused by Fire or Lightning. See Item Four for hired or borrowed "autos".	
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE	7	Actual Cash Value or Cost of Repair, whichever is Less Minus \$25 Ded. for Each Covered Auto for loss Caused by Mischief or Vandalism. See Item Four for hired or borrowed "Autos".	
PHYSICAL DAMAGE COLLISION COVERAGE	7	Actual Cash Value or Cost of Repair whichever is less minus \$ SEE SCHEDULE Ded. for Each Covered Auto. See item four for hired or borrowed "Autos".	
PHYSICAL DAMAGE TOWING AND LABOR	7	\$ 500 for each disablement of a covered "auto." (ACTUAL LIMIT)	
PREMIUM FOR ENDORSEMENTS			
ESTIMATED TOTAL PREMIUM			2,952.00



BUSINESS AUTO DECLARATIONS (Continued)
ITEM THREE
SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION			PURCHASED		TERRITORY	
	Year, Model, Trade Name, Body Type	Serial Number (S) Vehicle Identification Number (VIN)		Original Cost New	Actual Cost & New (N) USED (U)	Town & State where Covered Auto will be principally garaged	
3	06 DODGE		RAM 3500 Q	38160		SACRAMENTO	CA 365
4	06 FORD		F350 SUPER	28360		SACRAMENTO	CA 365

Covered Auto No.	CLASSIFICATION							Except for towing, all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.
	Radius of Operation	Business use s - service r - retail c - commercial	Size GVW, GCW or Veh. Seating Capacity	Age Group	Primary Rating Factor Liab. Phy. Dam.	Secondary Rating Factor	Code	
3	50		10000	9				
4	50		10000	9				

Covered Auto No.	COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)						
	LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.		PROP. PROT. (Mich. only)
	*Limit	Premium	Limit stated in each P.I.P. End, minus deductible shown below	Premium	Limit stated in each Added P.I.P. End. Premium	Limit stated in P.P.I. end, minus deduct. shown below	Premium
3	1000	1,000.00					
4	1000	1,254.00					
Total Premium		2,254.00					

Covered Auto No.	COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)							
	AUTO MED. PAY		UNINSURED MOTORISTS		UNINSURED MOTORIST PROPERTY DAMAGE		UNDERINSURED MOTORISTS	
	*Limit	Premium	*Limit	Premium	*Limit	Premium	*Limit	Premium
3	2	66.00	300	72.00	SEE END	INCLUDED		
4	5	119.00	300	64.00	SEE END	INCLUDED		
Total Premium		185.00		136.00				

Covered Auto No.	COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)							
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING LABOR	
	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit stated in ITEM TWO Premium		Limit stated in ITEM TWO minus deduct. shown below	Premium	Limit Per Disablement	Premium
3								
4								
Total Premium								

*(LIMITS SHOWN IN THOUSANDS)

BUSINESS AUTO DECLARATIONS (CONTINUED)

**ITEM FOUR
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**

LIABILITY COVERAGE RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If liab. COV. IS PRIMARY)	PREMIUM
CA				54.00
				PREMIUM

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATES PER EACH \$100 COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIRS OR \$ WHICHEVER IS LESS MINUS DED. FOR EACH COVERED AUTO. BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.			
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE, COST OF REPAIRS OR \$ WHICHEVER IS LESS MINUS \$25 DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
COLLISION	ACTUAL CASH VALUE, COST OF REPAIRS OR \$ WHICHEVER IS LESS MINUS DED. FOR EACH COVERED AUTO			
				PREMIUM

**ITEM FIVE
SCHEDULE FOR NON-OWNERSHIP LIABILITY**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	1	\$ 65.00
Social Service Agency	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable: \$ 2,952.00 at inception.

ENDORSEMENTS ATTACHED TO THIS POLICY: IL 00 21-Broad form Nuclear Exclusion (Not applicable in New York)

CA00010310	CA00381202	CA01430507	CA20480299	CA21540909	CA21550909	CA23840106
CA23940306	E0002-ED1	E0207-ED1	E2015-ED2	E2016-ED1	E3027-ED1	E3153-ED1
E4277-ED1	IL00030498	IL00171198	IL00210498	IL02700908	J6738-ED1	25-2614ED4
25-2984ED2	25-3065					

LOSS PAYEE

COUNTERSIGNED _____ BY _____
(Date) Authorized Representative

Policy Number: 60514-20-83

POLICY CHANGES

Effective Date of Change: 06/26/15

Expiration Date: 10/16/15

Change Endorsement No.: 016

Agent: 95-37-369

Named Insured: LORD'S ELECTRIC, INC
4045 N FREEWAY BLVD
SACRAMENTO CA 95834-1267



The following item(s):

	Insured's Name	Insured's Mailing Address
	Policy Number	Company
	Effective / Expiration Date	Insured's Legal Status / Business of Insured
	Payment Plan	Premium Determination
X	Additional Interested Parties	Coverage Forms and Endorsements
	Limits / Exposures	Deductibles
	Covered Property / Location Description	Classification / Class Codes
	Rates	Underlying Insurance

is (are) changed to read {See Additional Page(s)}:

The above amendments result in a change in the premium as follows:

X	No Changes	To Be Adjusted At Audit	Additional Premium	Return Premium
			\$	\$
Authorized Representative Signature:				



Policy Changes Endorsement Description

ADD ADDITIONAL INTEREST
ADDITIONAL INSURED - CA20480299
ADDITIONAL INSURED-DESIGNATED INSURED
CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES
1395 35TH AVE
SACRAMENTO, CA 95822
2006 DODGE RAM 3500 Q
VIN: 3D7LX38C16G248180
2006 FORD F350 SUPER

Removal Permit If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

E4277
1st Edition

Policy Number: 60514-20-83

POLICY CHANGES

Effective Date of Change: 06/26/15

Expiration Date: 10/16/15

Change Endorsement No.: 016

Agent: 95-37-369

Named Insured: LORD'S ELECTRIC, INC
4045 N FREEWAY BLVD
SACRAMENTO CA 95834-1267

The following item(s):

	Insured's Name	Insured's Mailing Address
	Policy Number	Company
	Effective / Expiration Date	Insured's Legal Status / Business of Insured
	Payment Plan	Premium Determination
X	Additional Interested Parties	Coverage Forms and Endorsements
	Limits / Exposures	Deductibles
	Covered Property / Location Description	Classification / Class Codes
	Rates	Underlying Insurance

is (are) changed to read {See Additional Page(s)}:

The above amendments result in a change in the premium as follows:

No Changes	To Be Adjusted At Audit	Additional Premium	Return Premium
		\$	\$
Authorized Representative Signature:			



Policy Changes Endorsement Description

VIN: 1FDWX35P46EC11898

**Removal
Permit**

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.



FARMERS
INSURANCE

FARMERS INSURANCE EXCHANGE
(A RECIPROCAL COMPANY)

Members Of The Farmers Insurance Group Of Companies
Home Office: 4680 Wilshire Blvd., Los Angeles, CA 90010

**Common Policy
Declarations**

COMMERCIAL AUTOMOBILE COVERAGE

1.	LORD'S ELECTRIC, INC	F002438791-001-00001	
Named ·		Account Number	Prod. Count
Insured ·	4045 N FREEWAY BLVD		
Mailing ·		95-37-369	60514-20-83
Address ·	SACRAMENTO CA 95834-1267	Agent No.	Policy Number

The named insured is an individual unless otherwise stated:

Partnership Corporation Joint Venture Organization (Any other)

Type of Business **ELECTRICAL WORK**

2. Policy Period from **06/26/15** (not prior to time applied for) to **10/16/15** 12:01 a.m. Standard Time

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

This Policy Consists Of The Following Coverage Parts Listed Below And For Which A Premium Is Indicated. This Premium May Be Subject To Change.

	Premium After Applicable Discount and Modification
COMMERCIAL AUTO COVERAGE PART	\$2,952.00
Total *see Additional Fee Information below	See Invoice Attached

Countersigned _____ By _____
(Date) (Authorized Representative)

Agent: **LILIYA VIZITIU**
Agent Phone: **916-921-6177**

Additional Fee Information

The following additional fees apply on an account, not a per-policy, basis.

- * A service fee will be assessed on every installment invoice and will be included in the minimum amount due. However, if you choose to pay the entire account balance in full upon receipt of the first installment, the fee will be waived. In addition, for accounts fully enrolled in online billing and scheduled for recurring Electronic Funds Transfer (EFT) payments the fee will be waived in all states except Connecticut and Georgia.

State	Installment Fee
All states except Alaska, Florida, New Jersey and West Virginia	\$6.00
Alaska	Not applicable
Florida	\$3.00
New Jersey	\$7.00
West Virginia	\$5.00

- * A returned payment fee applies per check, electronic transaction or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account. *NOTE: If the returned payment is in response to a Notice of Cancellation, coverage still cancels on the cancellation effective date set forth in the notice.*

State	NSF Fee
All states except Alaska, Florida, Indiana, Maine, Nebraska, New Jersey, North Dakota, Oklahoma, Virginia and West Virginia	\$30.00
North Dakota and Oklahoma	\$25.00
Nebraska and Indiana	\$20.00
Florida and West Virginia	\$15.00
Maine	\$10.00
Alaska, New Jersey and Virginia	Not applicable

- * A late fee will be assessed on each Notice of Cancellation that is issued and will be included in the minimum amount due.

State	Late Fee
All states except Alaska, Florida, Maryland, Missouri, Nebraska, New Jersey, Rhode Island, South Carolina, Virginia, and West Virginia	\$20.00
Maryland, Nebraska, Rhode Island and South Carolina	\$10.00
Alaska, Florida, Missouri, New Jersey, Virginia and West Virginia	Not applicable

The following applies on a per-policy basis.

- * A reinstatement fee of \$25.00 will be assessed if the policy is reinstated over 30 days but under 6 months from the cancellation date. *This fee does not apply to Florida, Indiana & Maryland or to Workers' Compensation policies.*

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-26-2015

GROUP:
POLICY NUMBER: 9075503-2014
CERTIFICATE ID: 21
CERTIFICATE EXPIRES: 10-12-2015
10-12-2014/10-12-2015

CITY OF SACRAMENTO
DEPT OF UTILITIES
1395 35TH AVE
SACRAMENTO CA 95822-2911

NF

JOB: COMBINED-SEWER LARGE FLOW METER REPLACEM

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2015-06-26 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF SACRAMENTO

ENDORSEMENT #1600 - VIZITIU, VALENTIN P,S T - EXCLUDED.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2015-06-26 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF SACRAMENTO

EMPLOYER

LORDS ELECTRIC INC
4045 N FREEWAY BLVD
SACRAMENTO CA 95834

NF

[MEE,CN]



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-26-2015

GROUP:
POLICY NUMBER: 9075503-2014
CERTIFICATE ID: 21
CERTIFICATE EXPIRES: 10-12-2015
10-12-2014/10-12-2015

CITY OF SACRAMENTO
DEPT OF UTILITIES
1395 35TH AVE
SACRAMENTO CA 95822-2911

NF

JOB: COMBINED-SEWER LARGE FLOW METER REPLACEM

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2015-06-26 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF SACRAMENTO

ENDORSEMENT #1600 - VIZITIU, VALENTIN P,S T - EXCLUDED.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2015-06-26 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF SACRAMENTO

EMPLOYER

LORDS ELECTRIC INC
4045 N FREEWAY BLVD
SACRAMENTO CA 95834

NF

[MEE,CN]

WAIVER OF SUBROGATION NOTICE

Enclosed is your copy of a certificate of insurance on which the certificate holder required a waiver of subrogation:

1. Please be advised that a waiver of subrogation requires that a 3% surcharge will be applied by State Fund ONLY to the premium assessed on the payroll of your employees earned while engaged in work for that certificate holder who requested the waiver. (Note: if you have no employee payroll on that job, then there is no charge.)
2. To apply the 3% surcharge, you must also agree to maintain accurately segregated payroll records for employees engaged in work on job/s for the certificate holder who has the waiver. The payroll records are subject to verification by an auditor.

Example:

Payroll for job:	\$5,000.00
Sample Rate:	13.30%

Regular Premium equals:	\$ 665.00
Surcharge:	3.00%

Additional Waiver charge:	\$ 19.95
Total premium equals	\$ 684.95 (665.00 + 19.95)

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Utilities

Bond No.: 62444102

Premium: \$5,240.00

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

Lords Electric, Inc.
4045 N. Freeway Blvd.
Sacramento, CA 95834

as principal, hereinafter called Contractor, a contract for construction of:

Combined-Sewer Large Flow Meter Replacements
(PN: X14010096) (B15141321021)

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the contract, the 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):
WESTERN SURETY COMPANY, 333 S. Wabash Ave., 41st Floor, Chicago, IL 60604,
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: **One Hundred Seventy Four Thousand Six Hundred Fifty Four Dollars and No Cents (\$174,654.00)** 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 the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations 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 obligations, 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 June 26, 2015

Lords Electric, Inc.

(Contractor) (Seal)

By _____

Title President

ORIGINAL APPROVED AS TO FORM:

City Attorney

WESTERN SURETY COMPANY

(Surety) (Seal)

By _____

Title LILIYA VIZITHU, ATTORNEY IN FACT

Agent Name and Address

4045 N. FREEWAY BLVD., SACRAMENTO CA 95834

Agent Phone # 916-921-6177

Surety Phone # 605-336-0850

California License # OE73307

Surety Email: uwservices@cnsurety.com



CITY OF SACRAMENTO
PAYMENT BOND
Department of Utilities

Bond No.: 62444102
Premium: \$5,240.00

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

Lords Electric, Inc.
4045 N. Freeway Blvd.
Sacramento, CA 95834

Herein after called Contractor, a contract for construction of:

Combined-Sewer Large Flow Meter Replacements
(PN: X14010096) (B15141321021)

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):

WESTERN SURETY COMPANY, 333 S. Wabash Ave., 41st Floor, Chicago, IL 60604, 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 **One Hundred Seventy Four Thousand Six Hundred Fifty Four Dollars and No Cents (\$174,654.00)** 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 June 26, 2015.

Lords Electric, Inc.
By _____ (Contractor) (Seal)
Title President

WESTERN SURETY COMPANY
By _____ (Surety) (Seal)
Title LILYA VIZITIU, ATTORNEY IN FACT
Agent Name and Address
4045 N. FREEWAY BLVD., SACRAMENTO CA 95834
Agent Phone # 916-921-6177
Surety Phone # 605-336-0850
California License # 0E73307
Surety Email: uwsservices@cnasurety.com



ORIGINAL APPROVED AS TO FORM:

City Attorney

Effective 7-1-12

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62444102

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Liliya Vizitiu

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Lords Electric, Inc.

Obligee: City of City of Sacramento, Department of Utilities

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 8th, 2015, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 26th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 26th day of June, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



S. Petrik
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

CALIFORNIA LABOR CODES RELATING TO APPRENTICES ON PUBLIC WORKS
PROJECTS

See info at these webpages: www.dir.ca.gov and www.leginfo.ca.gov

TECHNICAL SPECIFICATIONS

SECTION 01105

GENERAL INFORMATION AND REQUIREMENTS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This project involves installation of six (6) new flow meters in 60" and larger combined sewer pipelines. The new meters replace existing meters that are in the same or nearby locations. Flow occurs in these meter locations only during moderate to severe storm events, which is when meter testing can be performed. During previous storm events, City staff performed acceptance testing and determined that the specified FlowShark[®] Pulse Meters from ADS Environmental Services[®] will communicate with the City's existing SCADA system. No "or equal" meter tested was able to demonstrate satisfactory SCADA system compatibility.
- B. There is already 120-volt power and an existing enclosure where each new meter transmitter will be installed, and there is already a conduit away from each transmitter enclosure for an Ethernet CAT-5 or equivalent digital data transmission connection to the City's SCADA system. Contract work, which will be done in the dry part of the year when flow does not occur in these pipelines, includes, but is not limited to:
- Removing the existing meter transmitters/in-pipe meter sensors/and the existing sensor-to-transmitter cabling,
 - Installing mounting rings or comparable supports in the pipes for the new sensors,
 - Installing new conduit runs only for the new meters at Sump 2,
 - Installing the new meter transmitters/in-pipe meter sensors/and the new sensor-to-transmitter cabling,
 - Sealing all pipe/wall penetrations,
 - Factory calibration of the new meters, and
 - Post-installation meter manufacturer assistance as required for data verification.
- C. Unless otherwise directed or approved, City staff will perform Ethernet cabling and associated work including PLC programming to connect the Contractor installed transmitters to the City SCADA system. Except as indicated, the work shall include furnishing and installing all material, labor, plant, tools, equipment, and services necessary for a complete, in-place operational project, including site cleanup and removal of all temporary facilities.
- D. Contractor may opt to work the individual sites separately or concurrently. All equipment and materials furnished that are to remain a part of the facilities shall be new, except where re-use is specifically called for.
- E. Work shall be confined to existing City owned property unless Contractor makes alternative arrangements w/ adjacent private property owners.

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) Sections 1 through 8 and as noted otherwise.
- B. In the event of a conflict in the Contract Documents, priorities as set forth in CSSS Section 5-3 shall govern.
- C. Publications referred to in the Technical Specifications and/or in the CSSS form a part of this specification to the extent referenced for quality and workmanship only. The latest edition of referenced publications in effect at the time of the bid shall govern.

1.03 BID ITEMS

- A. Payment for Contract work will be made on a lump sum basis, as indicated in the proposal.
- B. Progress Payments shall be made as provided for in the Agreement, and in CSSS, Section 8.
- C. Except for items of work specifically identified for payment in the proposal, no compensation will be paid to the Contractor for performance of any general Contract requirement. Include the cost of all general Contract performance requirements in whatever proposal item is considered appropriate.

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 SUBMITTALS

- A. Conform to CSSS Section 5-7, except as modified herein. **Provide an electronic e-mailed pdf copy (Adobe's Portable Document Format) of all submittals.** Electronic copies larger than 10 megabytes shall be submitted on a CD.
- B. Submittals shall include, but not be limited to the following:
 - 1. The Construction Schedule.

2. Meter data, including a factory calibration sheet and pre-shipment photos.
3. List of all Contractor employees who will be working on the project sites, and the Contractor's standard ID badge template.
4. The Schedule of Values.
5. O&M Manuals for the meters.

1.07 TIME OF AWARD

- A. Contractor shall furnish City the signed agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten calendar days after receipt of the City's notice of the recommended Contract award (prior to actual award of the Contract by the City Council). If the Contract is not awarded and the Contractor incurs a cost to terminate the surety bonds, the Contractor shall be reimbursed for such termination cost if the City determines that such termination cost is reasonable.

1.08 ACCESS AND WORKING HOURS

- A. All contract employees, suppliers, and vendors shall comply with City safety and security procedures. Furnish City approved, laminated, photo-identification badges to each contract employee (min 2 $\frac{1}{8}$ " x 3 $\frac{5}{8}$ ", max 4" x 6") that shall be worn and visible at all times when on the project work sites.
- B. City staff is at the project sites Monday thru Friday, 6:00 A.M. to 3:00 P.M. Unless otherwise approved, Contractor shall schedule work at the sites to coincide with this same period. Where access into a locked building is required, City staff will open the building for the Contractor, and City staff will be responsible for locking the building at the end of each workday.
- C. Unless otherwise approved, City will provide two Gate Access Cards to the Contractor. The cards will be programmed to open the mechanized gates to the project sites for the normal workday periods only. Contractor shall return these cards to the City Inspector at the end of the project or when they are no longer required. City will deduct from the final payment due the Contractor, \$50.00 for each Gate Access Card lost or otherwise not returned.
- D. The pipelines, vaults, and/or access manholes where sensors are to be installed are all considered confined space areas. For safety reasons, unless otherwise approved, when Contractor has employees in the confined spaces, then there shall also be at least one other Contractor employee working outside (and no more than 50-feet away) each confined space areas who shall monitor and be in constant contact with those workers in the confined space areas, and workers in the confined spaces shall be tethered with outside safety lines for emergency retrieval.
- E. Unless otherwise approved, no more than three Contractor vehicles shall be permitted to park inside the facility perimeter fenced areas at any one time, and no private employee vehicles will be allowed inside each facility's secure perimeter. Park Contractor vehicles only near the worksites, and in a way that does not prevent routine access by City vehicles.

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 the salient elements.
- B. 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.
- C. At the very minimum, Contractor shall update the construction activity time schedule every thirty (30) calendar days throughout the duration of the project. Contractor shall also provide additional updates of the activity time schedule upon request by the Engineer within five (5) working days of such request.
- 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.

2.02 SCHEDULE OF VALUES

- A. For Progress Payments, submit a Schedule of Values for approval by the Engineer. Submit the first draft of the schedule at least three (3) working days prior to the pre-construction conference.
- B. General Requirements:
 - 1. Submit an electronic copy compatible with Microsoft Office 2010 Excel.
 - 2. Identify the project name, project number, Contractor's name and address, submission date, and Contract number on the Schedule of Values.
 - 3. Separate the component parts of the Work into sufficient detail to serve as a basis for computing progress payments. The sum of the component parts shall equal the Contract total amount. An unbalanced (front-end loaded) Schedule of Values will not be accepted.
 - 4. For the various portions of the Work:
 - a. Identify labor, equipment, overhead, and material costs separately for items of work in excess of five thousand dollars (\$5,000).
 - b. Unless otherwise approved, update the Schedule of Values monthly to reflect all Contract change orders.
 - c. The Schedule of Values may include a separate line for Mobilization. The following table shows the maximum progress payment amounts City will allow for mobilization. In the event Contractor identifies a mobilization value in excess of 3% of the total contract value, City shall pay the excess amount with the final payment.

Work Completed, not including mobilization, as a % of Contract total.	Total % of mobilization value earned.	Maximum of progress payments for mobilization, as a % of the total Contract value.
Less than 5%	0%	0%
5% to 49.9%	50%	1.5%
50% to 99.9%	100%	3.0%
100%	100%	No Maximum.

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 all scheduling to complete the work. Obtain approval from the Engineer at least two (2) days prior to any proposed shutdown or prior to any valve or electrical breaker that is to be locked out of service. Contractor shall submit to the Engineer the following information in order to schedule a shutdown:
 - 1. Date and time of shutdown
 - 2. Work to be accomplished during shutdown
 - 3. Number of persons working during shutdown
 - 4. Time of re-energization

3.02 CONSTRUCTION SURVEYS

- A. CSSS Section 5-5 does not apply to this project. Contractor shall develop and make such additional surveys 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.

3.03 PERMITS & SAFETY

- A. No permits are required for this project. Contractor shall, however, comply with City's confined space and lock-out/tag-out protocols for working inside combined sewer pipelines.
- B. Contractor shall be responsible for employee and public safety at all times.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to adjacent operations.

3.04 CONSTRUCTION INSPECTIONS

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

3.05 TESTING

- A. Contractor's attention is directed to CSSS Sections 5-22 thru 5-24.
- B. Any system 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.
- C. 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.

**** END OF 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 30-day plan of operation
 - c. A project overview schedule

2.02 MONTHLY PROGRESS MEETINGS

A. Purpose

1. To review progress of subcontractors or other organizations, resolve conflicts, coordinate and expedite execution of the Work, plus any additional pertinent items.

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 01511

TEMPORARY ELECTRICITY

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. There will be no charge for use of available on-site 110/220 volt electrical power to run contractors tools and equipment where said power is available. Contractor shall make arrangements for extension cords as appropriate, and pay associated costs for all other power required for construction.
- B. Provide power centers, as required, for miscellaneous tools and equipment used.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 GENERAL

- A. Comply with all Federal, State and local codes and regulations.

3.02 CLOSEOUT

- A. Completely remove temporary materials and equipment when construction needs can be met by the permanent installation, and/or at project completion.
- B. Restore existing and/or permanent facilities used for temporary services to original or better condition.

**** END OF SECTION ****

SECTION 01770

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Requirements Include:
 - 1. Closeout Procedures.
 - 2. Final Cleaning.
 - 3. Record Drawings.
 - 4. Spare Parts.
 - 5. O&M Manuals.
 - 6. Warranty.

1.02 SUBMITTALS

- A. Submittals shall include the following:
 - 1. Record Drawings
 - 2. Spare parts (if any are indicated in the individual sections).
 - 3. O&M Manuals (draft and final versions).

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURES

- A. Contractor shall notify the Engineer when the project is considered completed. Engineer shall then review and develop a list of any deficient work items.
- B. After Contractor satisfactorily corrects the initial deficiencies, the Engineer will schedule a project walk through with the City's Operation and Maintenance staff. Following the walk through, a punchlist of any remaining items to be corrected 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 & O&M manuals are completed and submitted, a completion report will be prepared.

3.02 FINAL CLEANING

- A. Prior O&M staff walk through, clean all interior and exterior surfaces; remove temporary labels; polish transparent and glossy surfaces.

- B. Remove surplus materials, rubbish, and temporary construction facilities.

3.03 RECORD DRAWINGS

- A. Conform to CSSS Section 5-8.

3.04 SPARE PARTS

- A. Provide spare parts and maintenance materials in quantities specified in each section. Coordinate delivery with the Engineer, and obtain receipt prior to final payment.

3.05 OPERATION AND MAINTENANCE (O&M) MANUALS

- A. Prior to operational equipment tests, submit for review one (1) draft bound copy of an O&M manual for each different type meter. It is anticipated that only one type meter will be provided at all the sites.
- B. Following approval of the 'draft' manual, submit three (3) final copies of each type meter's O&M manual bound in Avery D - Ring binder model number AVY79-799 or approved equal. **One (1) of the three copies shall contain original documentation, not photocopies. Also provide a pdf (Portable Document Format) electronic copy of each type O&M manual on a CD. Contractor shall use the latest version of Adobe.**
- C. Each binder shall be no more than 75% full.
- D. Provide the following information on the cover and spine of each binder:

Contractor: _____
Contract No.: _____
Date: _____

- E. Provide a table of contents and tab sheets to identify discrete subjects. Instruction sheets shall be legible and easily understood with large sheets and drawings folded in. Use manufacturer's original pre-printed instructions when available. Cross out info that does not apply to the equipment furnished.
- F. Operating and maintenance instructions shall include, as a minimum, the following for each mechanical and electrical equipment item:
 - 1. Name and location of the manufacturer, the manufacturer's local representative, the nearest supplier and spare parts warehouse.
 - 2. Approved submittals applicable to operation and maintenance.
 - 3. Recommended installation, adjustment, start-up, calibration, and troubleshooting procedures.
 - 4. A control sequence describing start-up, operation, and shutdown.

5. Detailed functional description of each principal system component.
6. Recommended lubrication and an estimate of yearly quantity needed.
7. Recommended step-by-step procedures for all modes of operation.
8. Complete internal and connection wiring diagrams.
9. Complete printed circuit board schematic and assembly drawings.
10. Recommended preventive maintenance procedures and schedule.
11. Complete parts lists, by generic title and identification number, with exploded views of each assembly.
12. Recommended spare parts.
13. Disassembly, overhaul, and reassembly instructions.
14. All completed test forms.
15. Provide ISA (International Society for Measurement and Control) S-20 forms for all instrumentation devices.
16. Calibration set-points and corresponding measurements for all monitoring and/or metering devices.

3.06 WARRANTY

- A. Contractor's warranty term shall begin the date the job is accepted by the City.

**** END OF SECTION ****

SECTION 16010

ELECTRICAL WORK

PART 1 - GENERAL

1.01 SCOPE

- A. Furnish all necessary labor, equipment and materials required for the complete electrical system as specified and as shown on the Plans.
- B. Contractor shall verify all conditions at site, and review all measurements to insure adequate space for equipment installation.
- C. Furnish and install all conduit and equipment in accessible locations. The installed location may be adjusted from where shown in order to conform to existing field conditions, provided the Engineer approves the adjustments.
- D. Work installed and material used shall comply with latest version of NEC, UL, and other applicable rules and industry standards.

PART 2 - PRODUCTS

2.01 EQUIPMENT MOUNTING

- A. Anchor and assembly fasteners shall be of ample size and strength for the purposes intended, and shall be Type 316 stainless steel unless otherwise approved, shown, or directed.
- B. All conduit, equipment, and appurtenances shall be anchored to resist a lateral force of at least 30% of its operating weight without excessive deflection. This force shall be considered acting at the center of gravity of the piece under consideration.

2.01 WIRING

- A. Conform to the following:
 - 1. Wiring shall not be tapped or spliced except at device terminals or on terminal blocks.
 - 2. No more than two terminations shall be made at any one terminal.
 - 3. Each terminal connection shall have a pre-insulated ring-tongue, crimp-type connector applied to the wire using a ratchet type or pneumatic tool.
 - 4. Unless otherwise indicated or approved, wire shall have stranded copper conductors and shall be minimum #16awg for control and minimum #12awg for power circuits. Solid wire is not allowed.
 - 5. All wiring shall be marked using tags with like numbers on both ends with wire numbers shown on the drawings. Tags shall be white heat-shrinkable with thermal transfer printing, three to one shrink ratio, 2 inches long and shall meet UL 224. Raychem Tyco shrink mark heat shrinkable sleeves or equal. Labels shall be readable after heat shrinking.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. All equipment installed by Contractor shall operate to the Engineer's satisfaction. Contractor shall be responsible for, and shall correct by repair or replacement, at his own expense, equipment which, in the opinion of the Engineer has been damaged by faulty mechanical or electrical work by the Contractor.
- B. Engineer reserves the right to require changes in equipment location without incurring additional costs.
- C. Securely anchor electrical equipment and conduits. Properly torque all fasteners to the required values.

****END OF SECTION****

SECTION 16110

CONDUITS

PART 1 - GENERAL

1.01 SCOPE

- A. Furnish and install conduit, fittings, and supports as required for a complete electrical installation. Conform to the provisions of Section 16010 of these Specifications, and the requirements herein.
- B. Install new meter sensor cables in existing conduits, except for the two meters at the Sump 2 Flow Control Structure. At Sump 2, install two new conduits this Contract on the exterior wall of the Flow Control Structure (one conduit per meter). Terminate each new conduit in the existing meter cabinet, and in the Flow Control Structure. Core thru the structure walls so one conduit terminates in Chamber #1 above the 90-inch pipe, and the other conduit terminates in Chamber #3 above the 84-inch pipe. New conduit shall not be less than 1-inch diameter.
- C. Install a new Liquidtight, strain relief or equal compression type fitting around each new sensor cable where it first enters into a confined space (i.e., inside the pipes or inside the Flow Control Structure perimeter wall) so as to prevent leakage. Where practicable, furnish appropriate sized new fittings to connect onto existing pipe wall penetration hardware for a watertight seal around the new wires.

1.02 SUBMITTALS

- A. Submit descriptive literature for all materials furnished, including, but not limited to catalog cuts showing manufacturer, catalog numbers, dimensions, weights and material for all conduit, boxes, and accessories furnished.

PART 2 - PRODUCTS

2.01 CONDUIT AND CONDUIT FITTINGS

- A. Material for the new conduits shall be as follows:
 - 1. Exposed Conduit: Furnish rigid steel conduit, couplings, bends, and nipples in accordance with ANSI C80.1 and UL-6, hot dip galvanized inside and outside after fabrication and then coated with a bichromate finish. All fittings shall be listed per UL 514.
 - 2. Thru-the wall Conduit: Furnish Rigid Polyvinyl Chloride (PVC) conduit, Schedule 80 or heavier, in accordance with UL 651. Provide threaded ends for connection to the outside LB metal fittings, and internal Liquidtight compression fittings.
 - 3. Fittings: Fittings for rigid steel conduit shall be threaded and shall conform to

the requirements of ANSI C80.4. Locknuts shall be extra heavy galvanized steel. Bushings shall be galvanized malleable iron with insulating collars. Grounding bushings shall be locking type and shall be provided with feed-through compression lugs.

4. Conduit outlet bodies: Furnish threaded, rigid, Form 7, powder epoxy coated Condulet[®] series cast Feraloy iron alloy bodies with gasketed weatherproof covers and #316 stainless steel hardware for outdoor applications, that conforms to UL 514B, as manufactured by Crouse-Hinds, or approved equal.

2.03 EXPOSED CONDUIT SUPPORTS

- A. Furnish Rigid, malleable iron, standard finish, 1275 series conduit straps and series 1350 conduit spacers conforming to ANSI C80.4, as manufactured by Thomas & Betts (T&B), or approved equal. All fittings, clamps, fasteners, and accessories shall be hot dipped galvanized after fabrication.
- B. Secure conduit straps and spacers to the existing concrete wall by means of expansion shields and machine screws. Concrete nails are not acceptable.

2.04 CORED HOLE SEAL

- A. Furnish model LS-316 Link-Seal[®] Modular Seals as manufactured by PSI-Thunderline, or approved equal for sealing the annular space around the cored conduits thru the Flow Control Structure walls.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Follow component manufacturer's installation instructions, and coordinate alignment with the Engineer prior to starting conduit installation.
- B. Install conduits in straight lines parallel to column lines, walls or beams. Where conduits are grouped, the bends and fittings shall be installed so as to present an orderly appearance. Unnecessary bending or offsets shall not be acceptable.
- C. Conduits shall be cut square, threaded and reamed to remove sharp or rough edges and burrs. No running threads will be allowed. Conduit joints and connections shall be made waterproof and rustproof by application of a non-insulating thread compound and zinc sealing material. Clean each threaded joint to remove cutting oil before compound is applied.
- D. Steel conduits shall be bent cold to prevent damage to the protective coating. All bending shall be gradual and be done smoothly to permit the pulling on insulated electrical wires and cables without incurring damage to the insulation or sheath. Radius of curvature shall be not less than that permitted by NEC. The number of bends shall not exceed four 90 degree bends between pull points.

- E. Place supports as close to 8-foot intervals as practicable and within 1 foot of terminations or changes in direction. Install conduit spacers to allow surface drainage to flow between walls and exposed conduits.
- F. To reduce damage to the zinc coatings on the conduits, use only strap type wrenches, and repair all places where the zinc coating is damaged with zinc-rich galvanizing repair compound.
- G. Exposed conduit shall be tightened securely and supported rigidly in place. All connections to outdoor boxes and fittings shall be watertight. Installation shall include drilling holes at the termination points for access into equipment enclosures.
- H. Where field changes are required, every precaution shall be taken to insure that the change is coordinated with other work.

****END OF SECTION****

SECTION 17102

FLOW METERS

PART 1 - GENERAL

1.01 SCOPE

- A. Furnish, install, and test combined Area-Velocity open channel flow meters as specified herein, as shown on the Drawings, and as required for a complete installation. Once installed, output from the meters shall be readable on the City Utility Department's existing SCADA system via digital output (i.e. separate depth, velocity and flow rate channels).
- B. Provide FlowShark[®] Pulse meters by ADS Environmental Services[®] with a Vector Profiler[™] long range combination sensor (velocity plus water ultrasonic depth plus piezo-resistive pressure level transducer – except where specified pressure depth not necessary) and a separate wedge type in-pipe Air Ultrasonic Depth Sensor (except where specified not needed), or approved equal, with a 2-Year Standard Warranty. Provide all required mounting hardware and installation kits for the meters and sensors, plus the meter manufacturer's programming, calibration and startup services.
- C. Provide four (4) Hewlett Packard model J4895C fiber transceivers, and two (2) N-Tron model 7010TX fiber switches, or approved equal, to facilitate City's SCADA connection of the twin 60-inch meters.
- D. The new Sump 2 84- and 90-inch meters do not require installation/connection of the in-pipe Air-Ultrasonic Depth Sensors or the piezo-resistive pressure depth on the combination sensor, because these two pipes flow full, and the Pioneer Reservoir 120-inch outlet meter does not require the piezo-resistive pressure level transducer to send data because this pipe operates under vacuum pressure.

PART 2 - PRODUCTS

2.01 COMBINED AREA-VELOCITY OPEN CHANNEL FLOW METERS

- A. Transmitter:
 - .1 Type: Stationary Measurement Transmitter
 - .2 Memory Storage:
 - (a) Removable contact flash card with capacities of 32Mb, 64Mb or 128Mb (with over 20 years of data storage).
 - (b) Flash card life of 100,000 storage cycles.
 - (c) Operation in continuous measurement mode, performing over 1,000 measurements per minute.
 - (d) Logging of the average of continuous measurements made over a user defined storage cycle.
 - (e) Storage cycles configurable between 1 and 60 minutes.
 - (f) Data stored in comma separated values text file (*.csv), which can be directly opened with Microsoft Excel or imported into ADS Profile analysis software.

- .3 Clock: Battery-backed crystal controlled real-time clock (RTC) with calendar.
- .4 .Communications:
 - (a) Remotely configurable for real time data viewing, meter configuration, diagnostics, and data retrieval using Ethernet port via Intranet, TCP/IP network or Internet (internal ISDN or external GSM/GPRS gateway).
 - (b) Onsite communication via MODBUS TCP open protocol.
- .5 Operational temperature range: -20°C to 50°C
- .6 Storage temperature range: -30°C to 70°C
- .7 Enclosure: IP65, CSA4, Wall mount Polycarbonate OP65 (CSA 4), Construction – Located in new CP-503.
- .8 Weight: Approximately 6.4lbs.
- .9 Power: 24VDC power source.
- .10 Power Consumption: 20VA Maximum
- .11 Keypad and Display:
 - (a) Menu driven 18-button keypad operation for programming, no computer software required.
 - (b) Back-lit graphic display with resolution of 128 x 128 pixels.
 - (c) Configurable to display continuously updated real-time flow rate.
 - (d) Configurable to display graphical and numerical velocity profile data in up-to 16 discrete locations in the liquid cross section.
- .12 Inputs
 - (a) M-Type
 - .1 Up to three (3) Pulse combination sensors.
 - .2 Four (4) Analog (4 – 20 mA) input.
- .13 Outputs
 - (a) M-Type
 - .1 Four (4) Analog (4 – 20 mA) outputs.
 - .2 Five (5) Switchable relay outputs.

B. In-pipe Depth/Velocity Combination Sensor (Vector Profiler™):

- .1 Type: Ultrasonic Transit Time Level Measurement, Piezo-resistive Pressure Level Measurement, Correlation with digital pattern recognition velocity measurement spatially allocated in up to 16 discrete gates.
- .2 Measuring Frequency: 1MHz
- .3 Operational temperature range: -20°C to 50°C
- .4 Storage temperature range: -30°C to 70°C
- .5 Operational pressure range: 4 bar (1 bar for combination sensor)
- .6 Enclosure rating: IP68, CSA 6P
 - (a) Medium Contacting Materials: Wedge Sensor: Polyurethane, Stainless Steel 1.4571, PPO GF30, PA.
- .7 Cable:
 - (a) Type: LiYC11Y 2x1.5 + 1x2x0.34

- (b) Outside Cable Diameter: 0.38 inch +/- 0.01 inch.
- (c) Length: Standard Cable Lengths of 50m (164 ft) – exact length to be confirmed by Contractor.
- .8 ATEX Ex Rating, non-sparking.
- .9 Performance Specifications:
 - (a) Submerged Ultrasonic Level Sensor:
 - .1 Measurement Range 0.04 – 5m (1.57 inch – 196 inch)
 - .2 Zero Drift: Absolute Zero Stable
 - .3 Measurement error less than +/- 2mm (0.0787)
 - (b) Pressure Level Sensor:
 - .1 Measurement Range: 0 – 5m (196 inch)
 - .2 Zero Drift: Max. 0.75% of final value (0°C to 50°C)
 - .3 Measurement error less than or equal to 0.5% of final value in standing medium
 - (c) Cross Correlation Velocity Sensor:
 - .1 Measurement Range: -3.2 fps to 19.69 fps.
 - .2 Maximum 16 scan layers (gates) with farthest gate up to 4m from sensor face.
 - .3 Zero Drift: absolutely zero stable.
 - .4 Measurement error limits per scan layer: less than or equal to 1% of measurement value.
 - .5 Number of sensors: 1 to 3 per transmitter.
 - .6 Sonic beam angle +/- 5 degrees.
 - .7 Temperature Measurement: Measurement Range -4 to 140°F with a Measurement Error +/- 0.9°F

C. In-pipe Air-Ultrasonic Depth Sensor

- .1 Type: Top Mounting (down-looking) sensor not obstructing normal flows.
Ultrasonic Transit Time Level Measurement
- .2 Measuring Frequency: 120kHz
- .3 Operational temperature range: -20°C to 50°C
- .4 Storage temperature range: -30°C to 70°C
- .5 Operational pressure range: maximum 1 bar
- .6 Enclosure rating: IP68, CSA 6P
- .7 Medium Contacting Materials:
 - (a) Wedge Sensor: Polyurethane, Stainless Steel 1.4571, PPO GF30, PA
 - .1 Cable
 - (i) Type: LiYC11Y 2x1.5 + 1x2x0.34
 - (ii) Outside Diameter: 0.38 inch +/- 0.01 inch.
 - (iii) Length: Standard Cable Length of 30m (98.43 ft) – exact length to be confirmed by Contractor.
 - .2 ATEX Ex rating, non-sparking.

- .8 Performance Specifications:
 - (a) Level Measurement:
 - .1 Measurement Range 0.1 – 2m (0.32 ft – 6.562 ft)
 - .2 Measurement error less than or equal to 5mm
 - (b) Temperature Measurement:
 - .1 Measurement Range -20 to +60°C
 - .2 Measurement Error +/- 0.9°
- .9 Sensor Configuration: Wedge Sensor for Installation inside channel vertex.

PART 3 - EXECUTION

3.01 SHIPPING, HANDLING, AND DELIVERY

- A. Manufacturer shall program the meters for the specific sites and bench test them prior to delivery.
- B. The flow meters and associated equipment shall be protected for shipment by the manufacturer. The manufacturer shall take pictures of the flow meter(s) and associated equipment before and during the crating process. Contractor shall submit the pre-shipment pictures to the Engineer.
- C. For acceptance, Engineer must be on-site and witness the Contractor's unloading and uncrating of the flow meter(s) and associated equipment to verify that they are received damage free, and ready for installation.

3.02 INSTALLATION

- A. Flow meter(s) shall be installed per the manufacturer's recommendation and as shown on the plans. Contractor is responsible for installation of all required cabling from the meter locations to the existing metering equipment cabinets, and for making all required power connections.
- B. Where installed inside pipes or structures (i.e., not in conduits) Contractor shall utilize corrosion resistant metal plates and threaded stainless stud anchors to secure the sensor cables to the inside of the pipes and/or to the structure walls. Connect sensor cables to the meter transmitter.
- C. Set the monitor to operate continuously, and to log backup readings of depth, velocity, and flow rate to an on-board compact flash card at 5 minute intervals.

3.03 STARTUP ASSISTANCE BY MANUFACTURE'S LOCAL REPRESENTATIVE

- A. The manufacturer shall provide delivery inspection, technical advice, startup inspection, job-site operational diagnostics and calibration, approve/certify for operation, and in-service operational assistance for the full warranty period.
- B. Two (2) days prior to a predicted significant rain event, City staff will contact the meter manufacturer regarding the potential need for technical support and data interpretation assistance.

****END OF SECTION****

PLANS

GENERAL NOTES

1. AT THE TIME THE CONTRACT IS AWARDED, CONTRACTOR SHALL POSSESS A CLASS A OR C-10 LICENSE.
2. CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES FOR EMPLOYEE SAFETY.
3. CONTRACTOR SHALL COMPLY WITH DEPT OF UTILITIES ACCESS REQUIREMENTS WHEN WORKING ON THE JOB SITES.

STANDARD ABBREVIATIONS

AB	AGGREGATE BASE	FH	FIRE HYDRANT	R	RADIUS
AC	ASPHALT CONCRETE	FL or FL	FLOW LINE	RCP	REINFORCED CONC. PIPE
AVE	AVENUE	FM	FORCE MAIN	REQD	REQUIRED
BLDG	BUILDING	FND	FOUNDATION	RP	BACKFLOW PREVENTER
BOC	BACK OF CURB	FOC	FACING OF CURB	RT	RIGHT
CAB	CABINET	FTG	FITTING	R/W, ROW	RIGHT-OF-WAY
C&G	CURB AND GUTTER	G	GAS	S=	SLOPE
CG&S	CURB, GUTTER AND SIDEWALK	GALV	GALVANIZED	SBC	TELEPHONE Co.
CL or CL	CENTER LINE	GB	GRADE BREAK	SCSD	SACRAMENTO CITY STD DETAIL
CH	CHORD	GV	GATE VALVE	SWB	SUREWEST
CI	CAST IRON	HR	HANDICAP RAMP	SD	STORM DRAIN
CIP	CAST-IN-PLACE	IP	IRON PIPE	SDMH	STORM DRAIN MH
CO	CLEANOUT	JP	JOINT POLE	SDWK	SIDEWALK
CONC	CONCRETE	L	LENGTH OF CURVE	SECT	SECTION
CONST	CONSTRUCT	LF	LINEAR FEET	SHT	SHEET
CTV	CABLE TV	LOC	LOCATION	SS	SANITARY SEWER
CR	CURVE RETURN	LT	LEFT	SST	STAINLESS STEEL
CS	COMBINATION SEWER	MJ	MECHANICAL JOINT	SSMH	SANITARY SEWER MH
CSMH	COMBINATION SEWER MH	MH	MANHOLE	STL	STEEL
D.B.	DITCH BOX	MAX, MIN	MAXIMUM, MINIMUM	STD	STANDARD
DIA, Ø	DIAMETER	No.	NUMBER	T	TELEPHONE
DIP	DUCTILE IRON PIPE	NPT	NATIONAL PIPE THREAD	THK	THICKNESS
DRWY	DRIVEWAY	NTS	NOT TO SCALE	TOB	TOP OF BANK
DWG	DRAWING	PB	PULL BOX	TYP	TYPICAL
EL or ELEV	ELEVATION	PI	POINT OF INTERSECTION	UG	UNDERGROUND
EP	EDGE OF PAVEMENT	PL or PL	PROPERTY LINE	UNO	UNLESS NOTED OTHERWISE
(E), EXIST.	EXISTING	PP	POWER POLE	W	WATER
EW	EACH WAY	PCC	PORTLAND CONCRETE	W/	WITH
FG	FINISH GRADE	(P), PROP	PROPOSED	WKWY	WALKWAY
FH	FIRE HYDRANT	PT	PRESSURE TRANSDUCER	WV	WATER VALVE
		PVC	POLY VINYL CHLORIDE	< or AP	ANGLE POINT

CITY OF SACRAMENTO

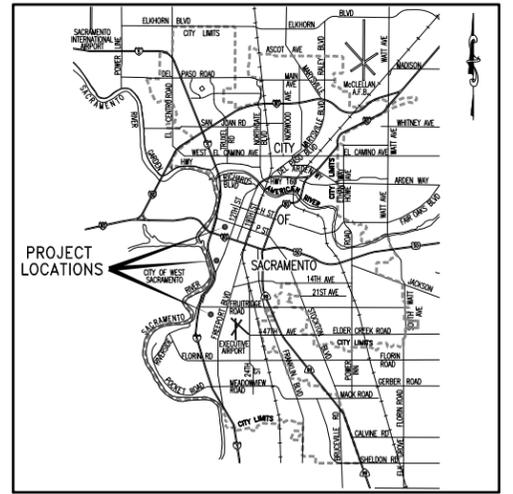
IMPROVEMENT PLANS FOR

COMBINED – SEWER

LARGE FLOW METER REPLACEMENTS

APPROVED BY: *Brett Grant* 5/17/15
 BRETT GRANT R.C.E. 36129 DATE
 SUPERVISING ENGINEER
 DEPARTMENT OF UTILITIES

APPROVED BY: *Pete Millino* 5/18/15
 PETE MILLINO DATE
 WATER AND SEWER SUPERINTENDENT

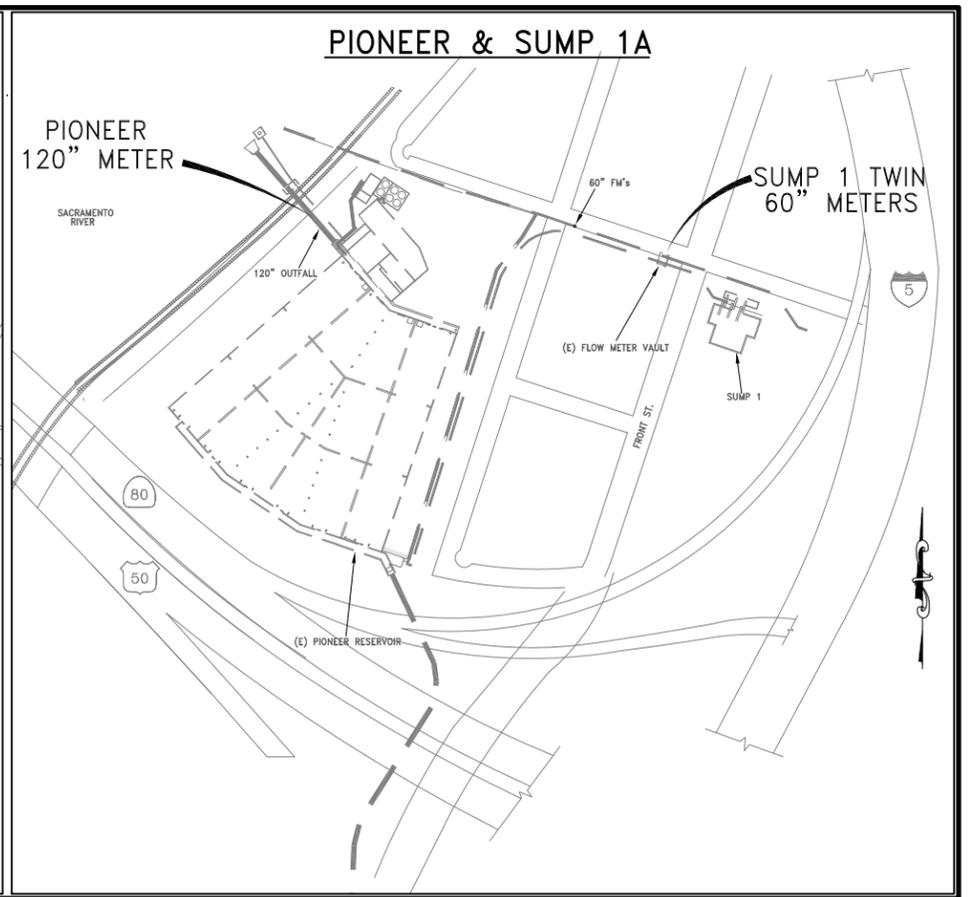
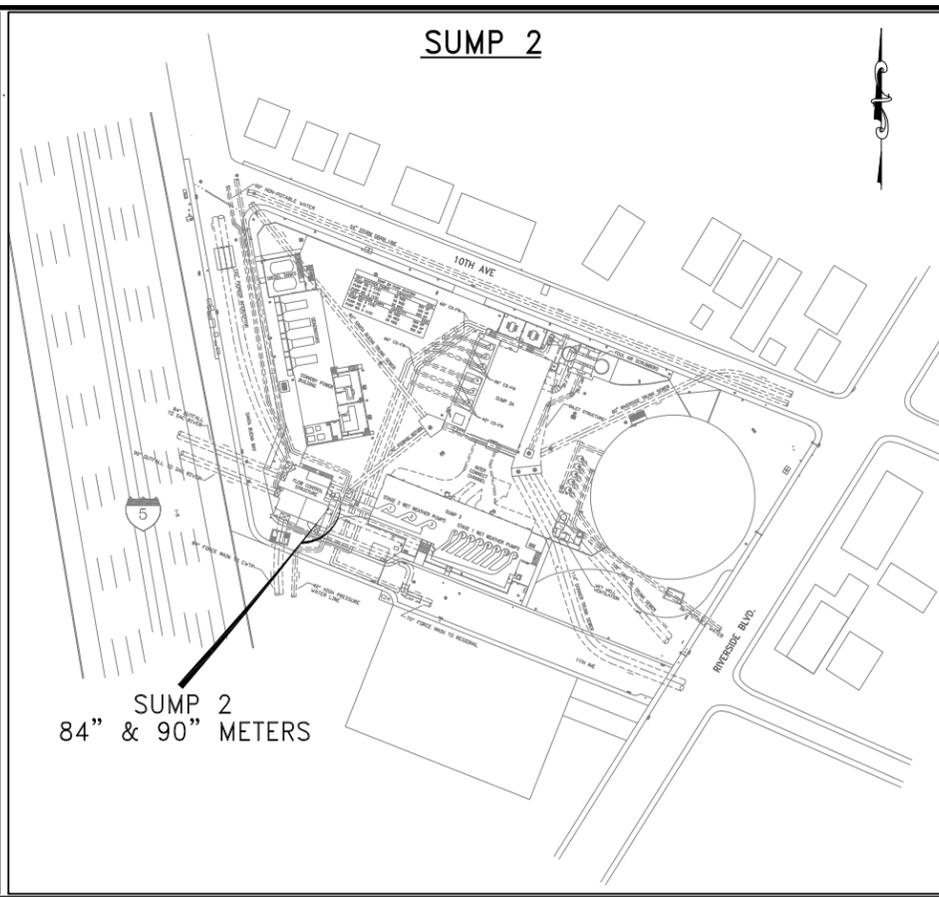
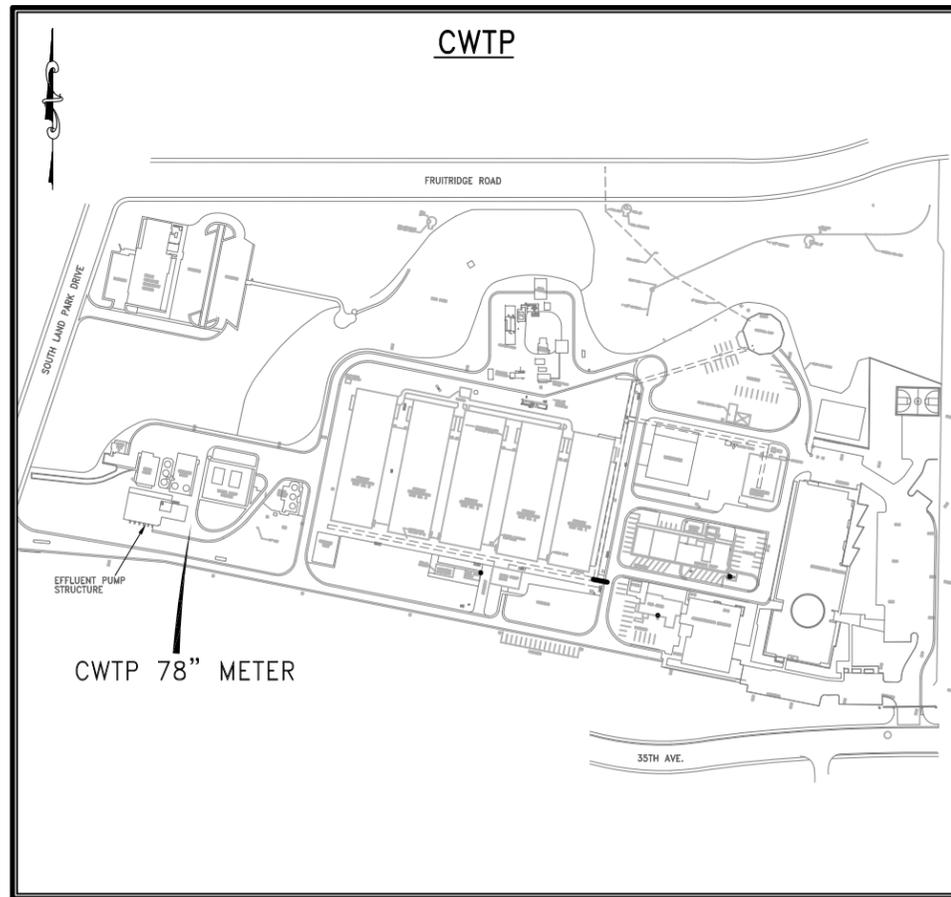


VICINITY MAP

INDEX OF SHEETS

- G-1 COVER SHEET
- C-1 (E) ENCLOSURE PHOTOS

LOCATION MAPS



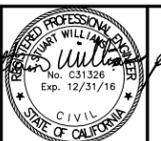
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REVISIONS			
NO.	DESCRIPTION	DATE	BY

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V: N.A.	

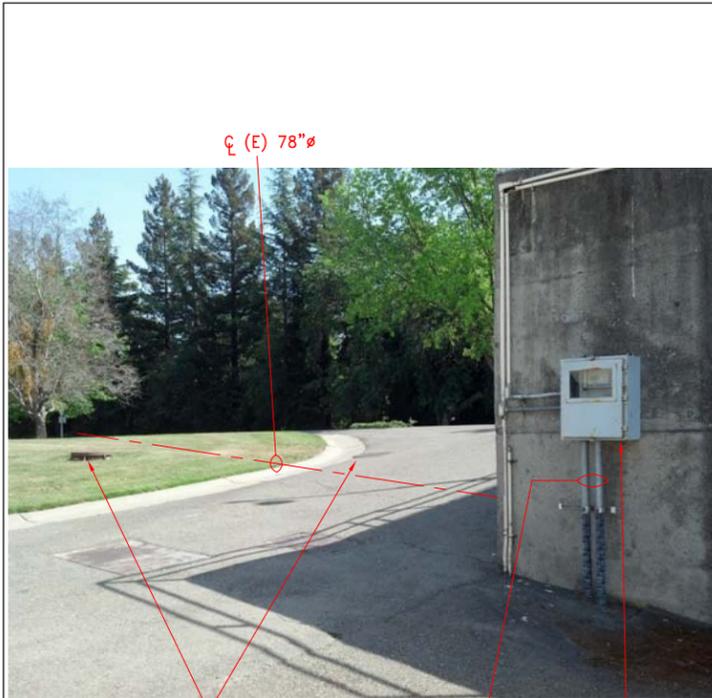
CITY OF SACRAMENTO
 DEPARTMENT OF UTILITIES

DRAWN BY: A. VELAZQUEZ	DESIGNED BY: S. WILLIAMS	CHECKED BY: S. WILLIAMS
DATE: MAY 2015	R.C.E. NO. 31326 DATE: MAY 2015	R.C.E. NO. 31326 DATE: MAY 2015



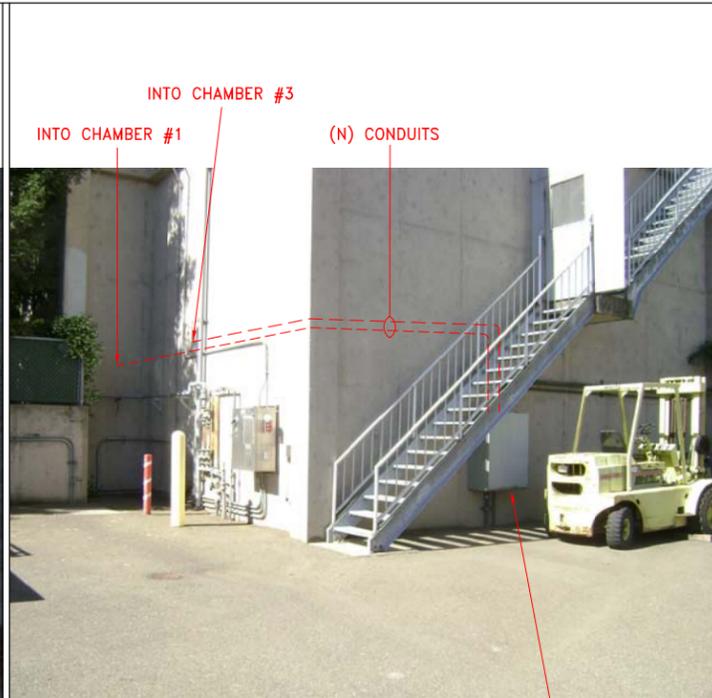
IMPROVEMENT PLANS FOR:
COMBINED-SEWER
LARGE FLOW METER REPLACEMENTS.
COVER

PN: X14010096
 DWG. NO. G-1
 SHEET 91 of 99
 OF 2



(E) 78" ϕ
 METER ACCESS MH's
 (E) CONDUITS TO ACCESS MH's
 (E) ENCLOSURE

CWTP 78" METER



INTO CHAMBER #1
 (N) CONDUITS
 (E) ENCLOSURE

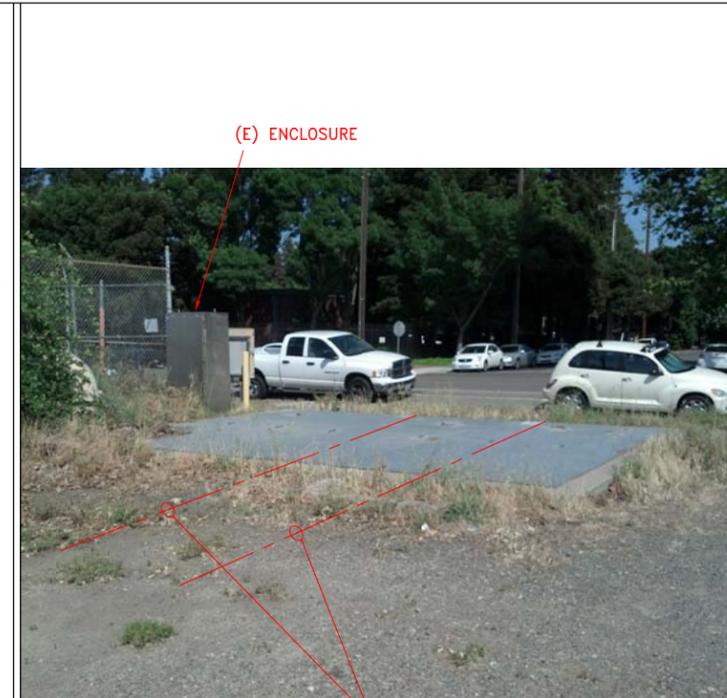
SUMP 2
 84" & 90" METERS



(E) ENCLOSURE

PIONEER
 120" METER

(E) CONDUIT TO METER



(E) ENCLOSURE

(E) 60" PIPES

SUMP 1 TWIN
 60" METERS
 ADJUST (E) TRAYS TO FIT TRANSMITTERS INTO CABINET



COMBINED-SEWER LARGE FLOW METER REPLACEMENTS.
 R:\Civil3D Projects\141010096\COMBINED-SEWER LARGE METER REPLACEMENTS

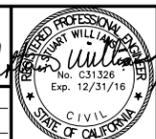
PN: X14010096

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK DESCRIPTION:	ELEV. _____
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FIELD BOOK 1469	SCALE: ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"
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CITY OF SACRAMENTO DEPARTMENT OF UTILITIES			
DRAWN BY: A. VELAZQUEZ	DESIGNED BY: S. WILLIAMS	CHECKED BY: S. WILLIAMS	DATE: MAY 2015
R.C.E. NO. 31326	DATE: MAY 2015	R.C.E. NO. 31326	DATE: MAY 2015



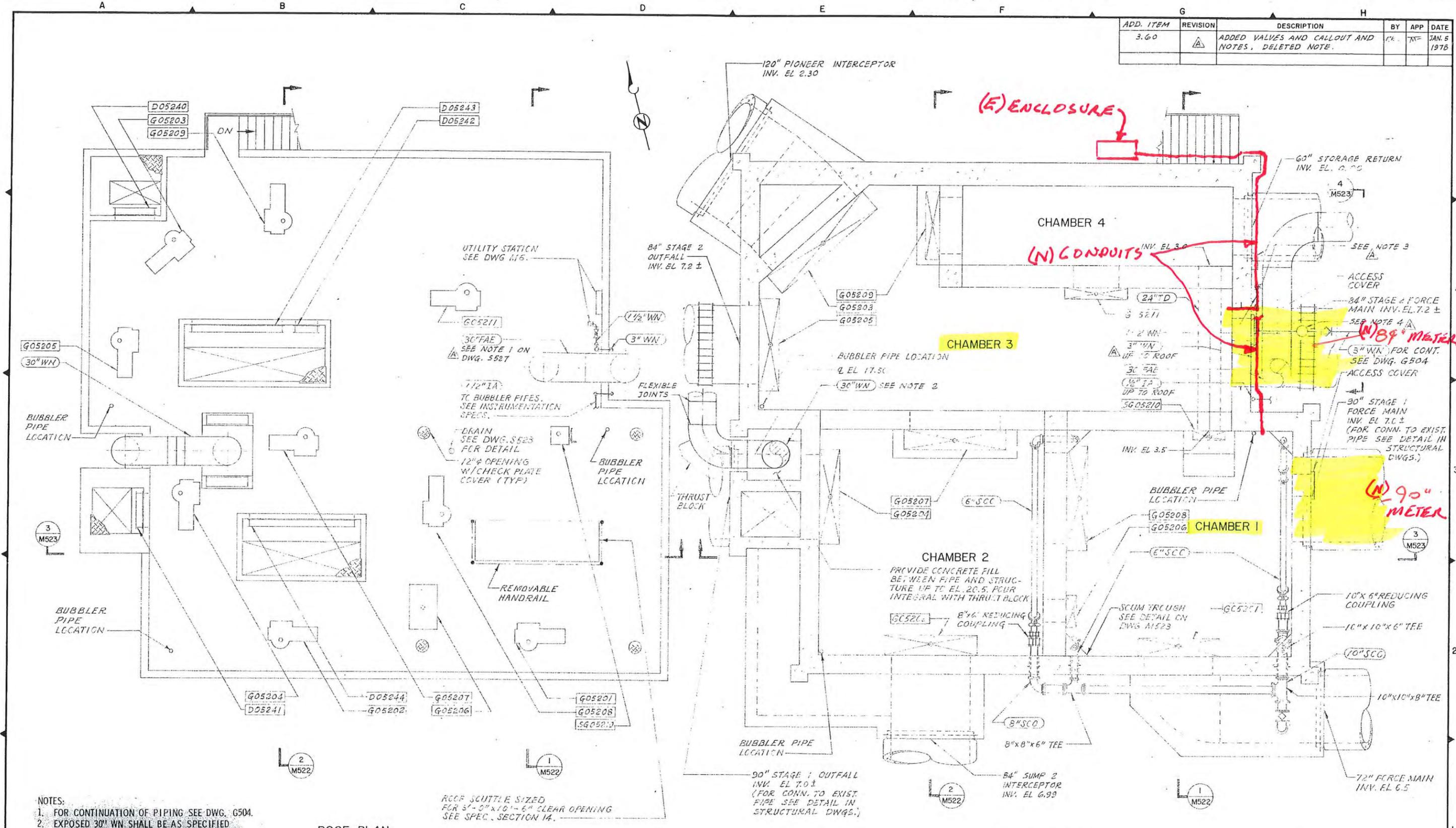
IMPROVEMENT PLANS FOR:
**COMBINED-SEWER
 LARGE FLOW METER REPLACEMENTS.
 (E) ENCLOSURE PHOTOS**

Q013: GOT: GSP	DWG. NO. C-1
PN: X14010096	SHEET 92 of 99
	OF 2

PN: X14010096

REFERENCE PLANS

ADD. ITEM	REVISION	DESCRIPTION	BY	APP	DATE
3.60	Δ	ADDED VALVES AND CALLOUT AND NOTES. DELETED NOTE.	CK	AK	JAN. 5 1978



- NOTES:
- FOR CONTINUATION OF PIPING SEE DWG. G504.
 - EXPOSED 30" WN SHALL BE AS SPECIFIED EXCEPT PIPE SHALL BE MORTAR LINED AND JOINTS SHALL BE WELDED EXCEPT AS SHOWN.
 - UTILITY STATION, SEE DWG. M6, EXCEPT SET QUICK DISCONNECT COUPLING 18" ABOVE GRADE.
 - ON 3" WN PROVIDE 3"x3"x11" TEE WITH 1 1/2" ANGLE VALVE ABOVE, SET VALVE DISCHARGE AT LEAST 12" BELOW GRADE. PROVIDE 12" I.D. VALVE BOX WITH TRAFFIC COVER BY CHRISTY, BROOKS, OR EQUAL. EXTEND VALVE BOX AT LEAST 12" BELOW PIPE. PROVIDE 2'x2'x1' DEEP DRAIN ROCK UNDERLAY.

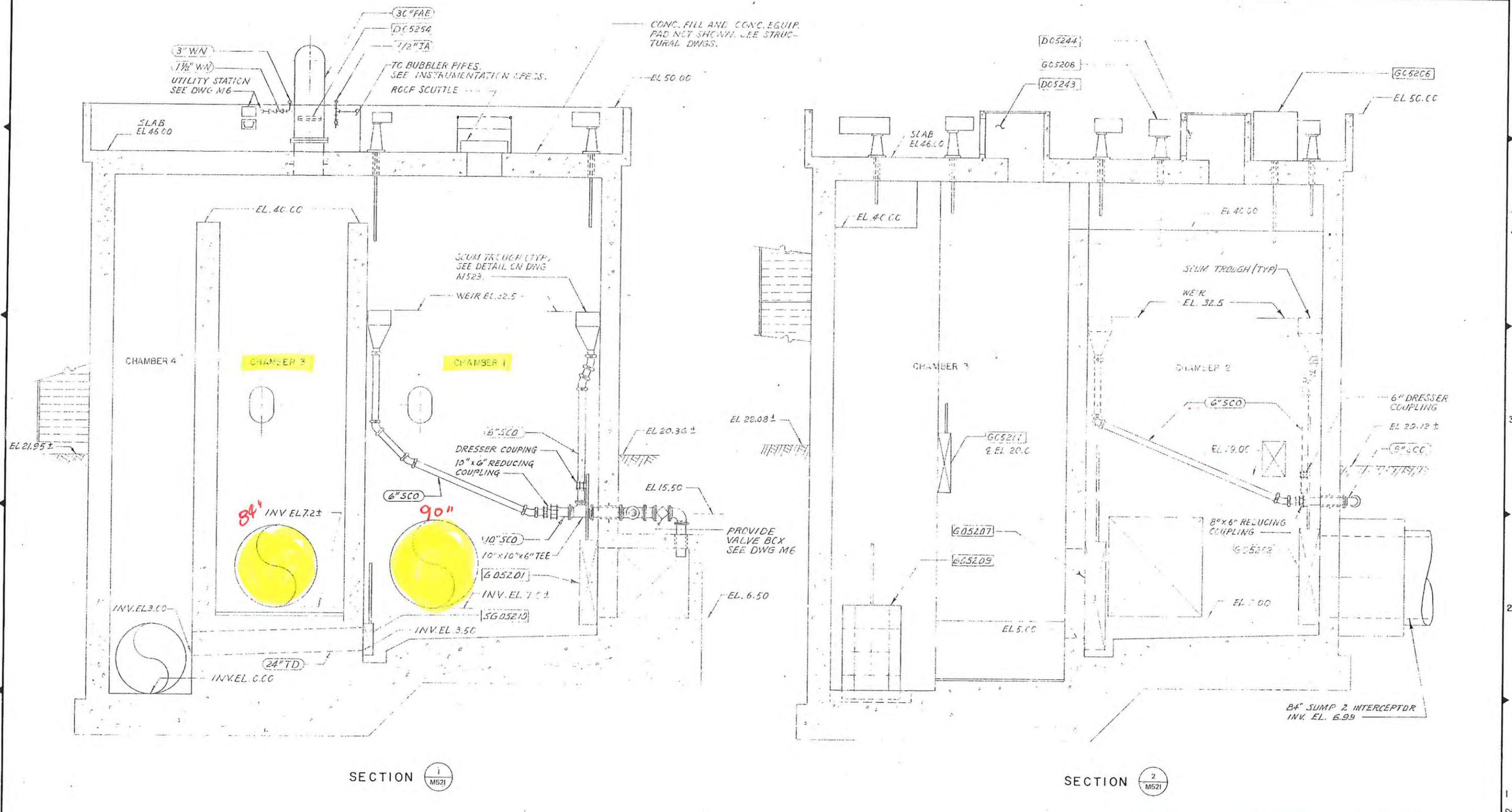
ROOF PLAN

PLAN AT EL 43.C

Sump 2: 84" & 90" Meters

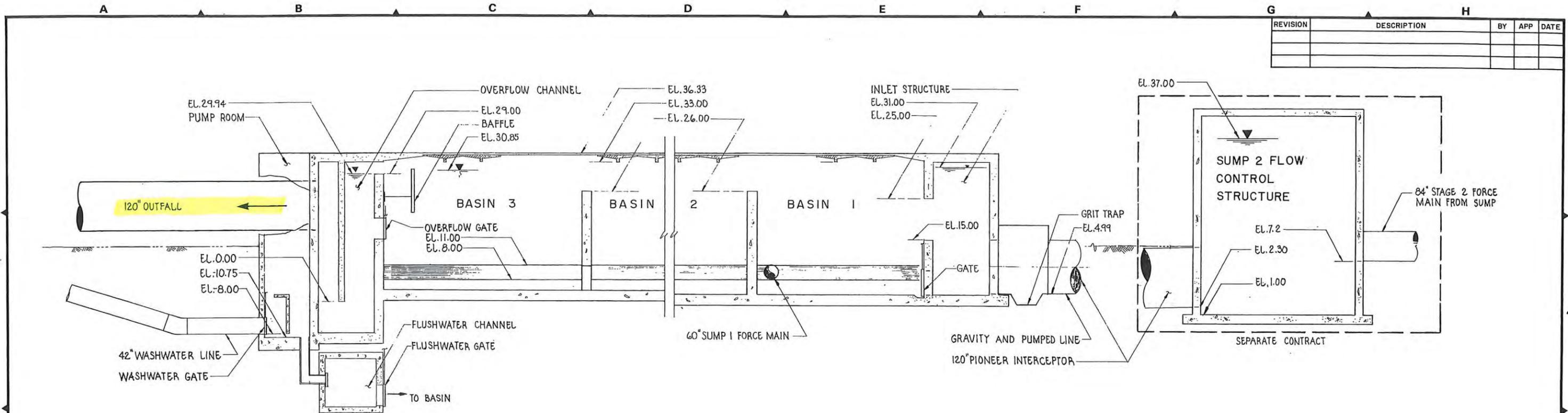
SCALE 1/4"=1'-0"	SACRAMENTO AREA CONSULTANTS	DESIGN P. ROHME	SUBMITTED	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT	RECOMMENDED	DATE 11-16-77	COMBINED WASTEWATER CONTROL SYSTEM	FLOW CONTROL STRUCTURE	SHEET NUMBER 64 OF 124	DRAWING NUMBER M523 of 99
DATE SEPT. 1977	1101 R STREET SACRAMENTO CALIFORNIA 95814	DRAWN GT/MYL	APPROVED	OF SACRAMENTO COUNTY, CALIFORNIA	APPROVED	DATE 11-16-77	SUMP 2 MODIFICATIONS	PLANS	REV A	
FILE J556		CHECKED P. ROHME	APPROVED		APPROVED	DATE 11-16-77	DISTRICT FILE 903-			

REVISION	DESCRIPTION	BY	APP	DATE

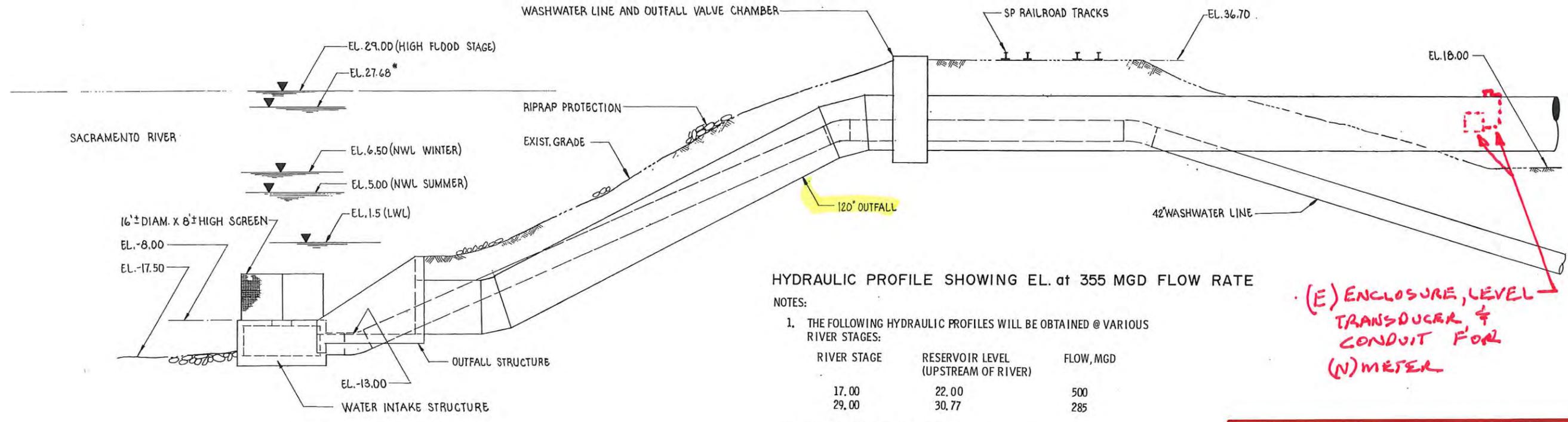


Sump 2: 84" & 90" Meters

1356122



REVISION	DESCRIPTION	BY	APP	DATE



HYDRAULIC PROFILE SHOWING EL. at 355 MGD FLOW RATE

NOTES:

- THE FOLLOWING HYDRAULIC PROFILES WILL BE OBTAINED @ VARIOUS RIVER STAGES:

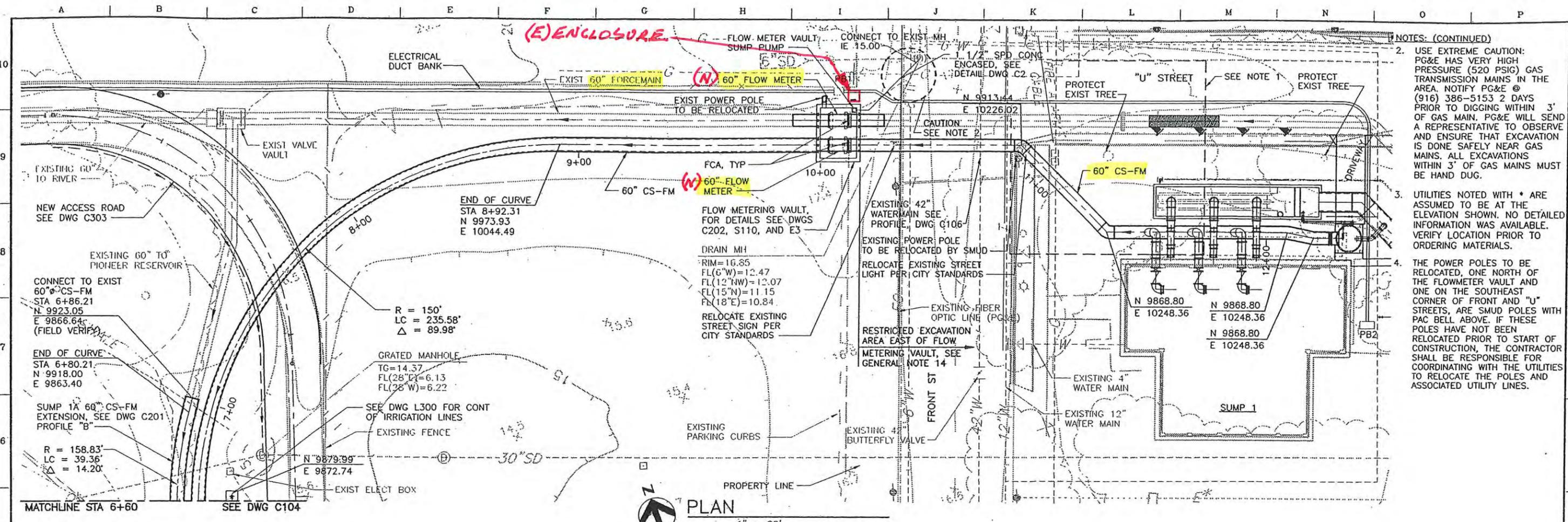
RIVER STAGE	RESERVOIR LEVEL (UPSTREAM OF RIVER)	FLOW, MGD
17.00	22.00	500
29.00	30.77	285

- NWL= NORMAL WATER LEVEL
LWL= LOW WATER LEVEL (6,500 CFS IN RIVER)
LEVEE IS DESIGNED FOR MAX. WL EL. 29.00(104,000 CFS IN RIVER)

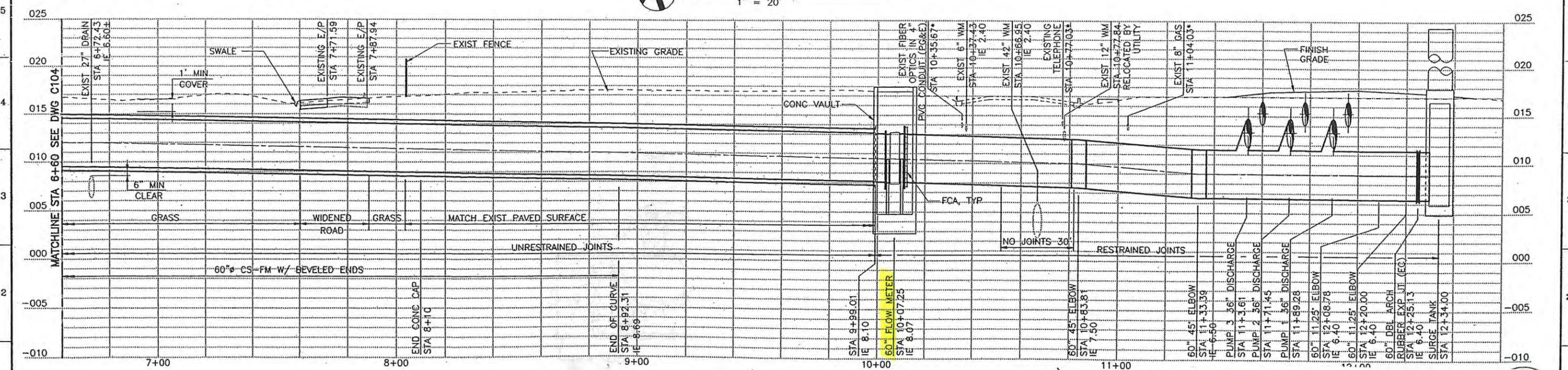
*DENOTES RIVER EL. @ 355 MGD

(E) ENCLOSURE, LEVEL TRANSDUCER & CONDUIT FOR (N) METER

Pioneer Reservoir: 120" Meter



- NOTES: (CONTINUED)
- USE EXTREME CAUTION: PG&E HAS VERY HIGH PRESSURE (520 PSIG) GAS TRANSMISSION MAINS IN THE AREA. NOTIFY PG&E @ (916) 386-5153 2 DAYS PRIOR TO DIGGING WITHIN 3' OF GAS MAIN. PG&E WILL SEND A REPRESENTATIVE TO OBSERVE AND ENSURE THAT EXCAVATION IS DONE SAFELY NEAR GAS MAINS. ALL EXCAVATIONS WITHIN 3' OF GAS MAINS MUST BE HAND DUG.
 - UTILITIES NOTED WITH * ARE ASSUMED TO BE AT THE ELEVATION SHOWN. NO DETAILED INFORMATION WAS AVAILABLE. VERIFY LOCATION PRIOR TO ORDERING MATERIALS.
 - THE POWER POLES TO BE RELOCATED, ONE NORTH OF THE FLOWMETER VAULT AND ONE ON THE SOUTHEAST CORNER OF FRONT AND "U" STREETS, ARE SMUD POLES WITH PAC BELL ABOVE. IF THESE POLES HAVE NOT BEEN RELOCATED PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITIES TO RELOCATE THE POLES AND ASSOCIATED UTILITY LINES.



PROFILE NOTE:
 PLACE CONCRETE CAP OVER SUMP 1
 60" CS-FM FROM STA 5+60 TO STA 8+10.
 SEE DETAIL DWG C2.

PROFILE
 HORIZ: 1" = 20'
 VERT: 1" = 5'

NOTE:
 1. THIS IS A TREE SENSITIVE AREA EFFORT TO PROTECT TREE RO SECTION 01060. BE AWARE TO SLOWER THROUGH THIS SECTION

Sump 1: Twin 60" Meters

NO.	REVISIONS DESCRIPTION	DATE	BY
1	ISSUED FOR BID	1-24-97	RBW
2	CONFORMED FOR CONSTRUCTION	3-28-97	RBW



Bar Length On Original Drawing Equals One Inch. Adjust Scale Accordingly

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES

DRAWN BY: BCD
 DATE: 12-12-96

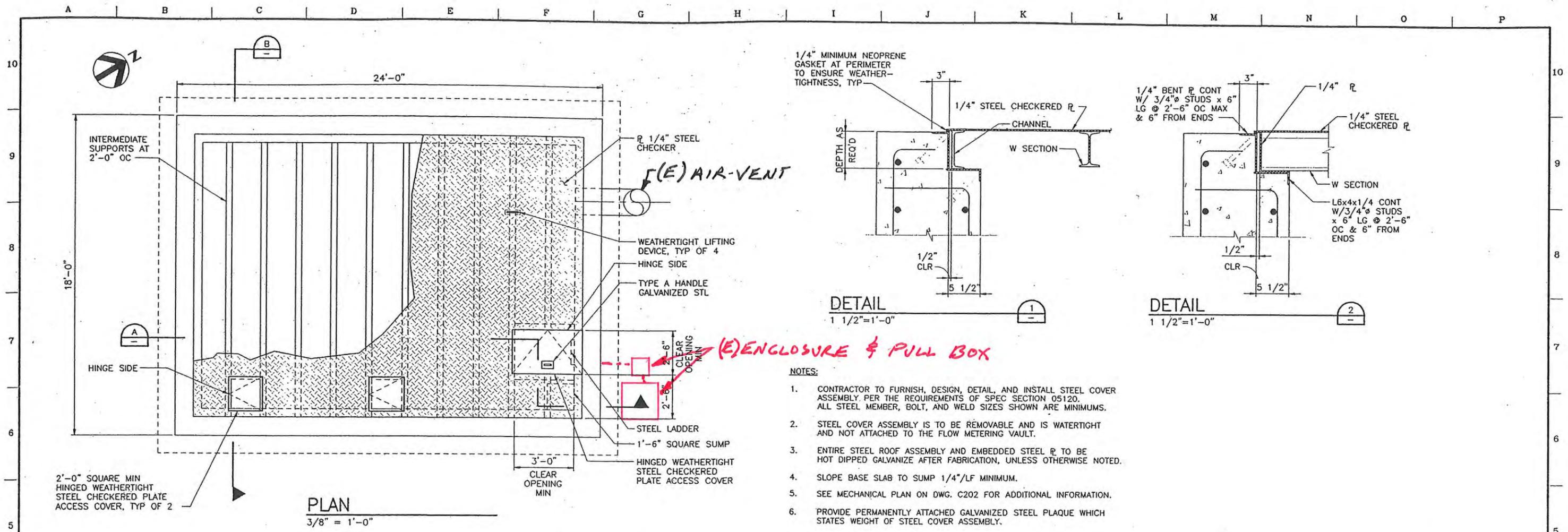
DESIGNED BY: JDR
 P.E. NO.: C51785 DATE: 1-24-97

CHECKED BY: DJR
 P.E. NO.: C24011 DATE: 1-24-97

SUMP 1/1A AND PIONEER RESERVOIR REHABILITATION AND IMPROVEMENT PROJECT

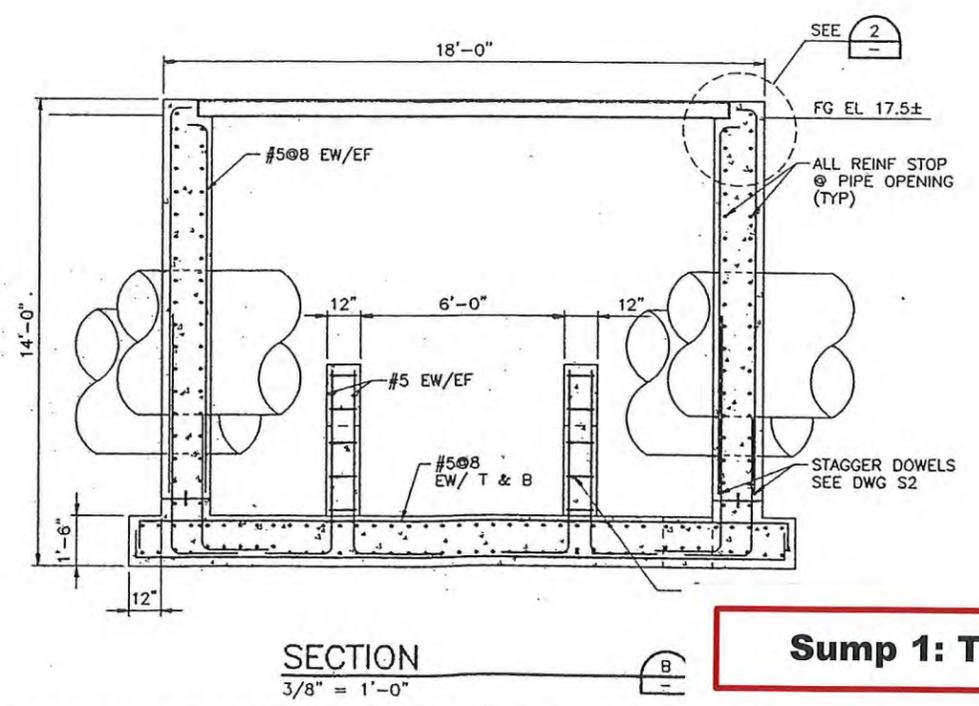
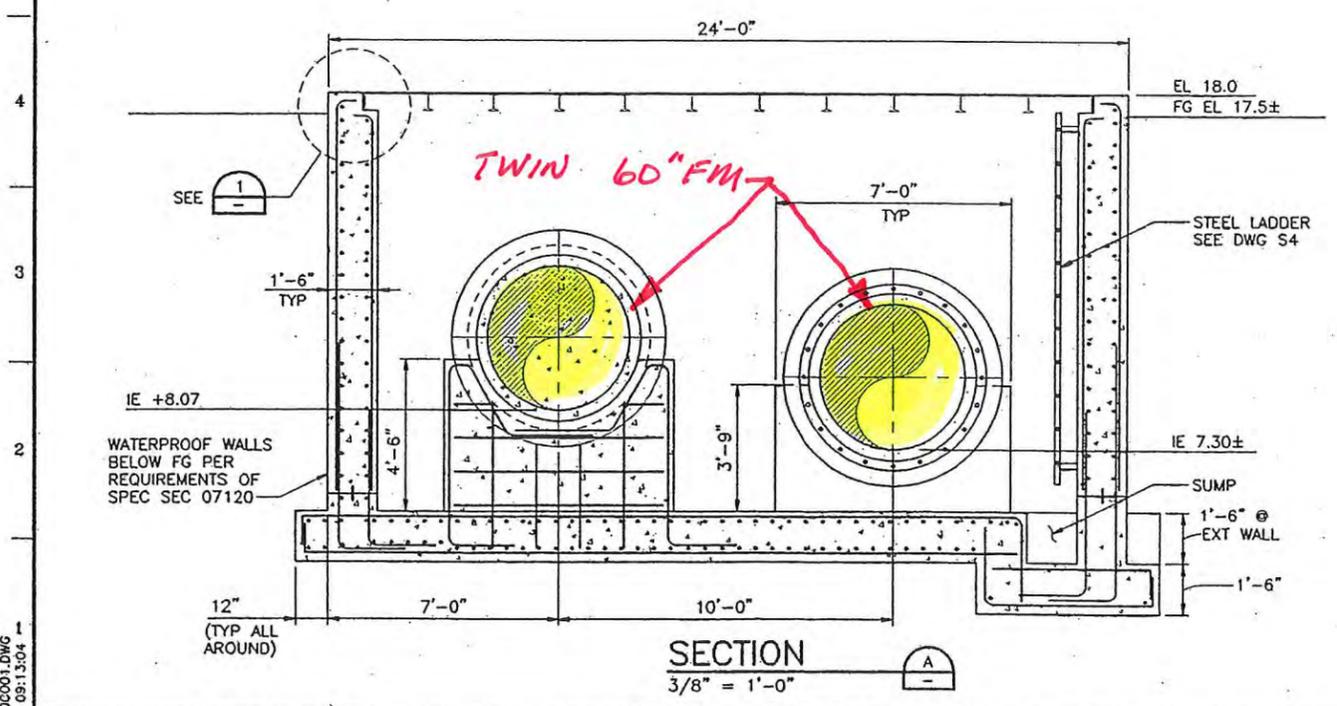
SUMP 1
60" Ø FORCEMAIN
PLAN AND PROFILE II

DWG NO.: C105	SHEET 14
SCALE: AS NOTED	OF 109
REVISION NO.: 1	



(E) ENCLOSURE & PULL BOX

- NOTES:**
1. CONTRACTOR TO FURNISH, DESIGN, DETAIL, AND INSTALL STEEL COVER ASSEMBLY PER THE REQUIREMENTS OF SPEC SECTION 05120. ALL STEEL MEMBER, BOLT, AND WELD SIZES SHOWN ARE MINIMUMS.
 2. STEEL COVER ASSEMBLY IS TO BE REMOVABLE AND IS WATERTIGHT AND NOT ATTACHED TO THE FLOW METERING VAULT.
 3. ENTIRE STEEL ROOF ASSEMBLY AND EMBEDDED STEEL R TO BE HOT DIPPED GALVANIZE AFTER FABRICATION, UNLESS OTHERWISE NOTED.
 4. SLOPE BASE SLAB TO SUMP 1/4"/LF MINIMUM.
 5. SEE MECHANICAL PLAN ON DWG. C202 FOR ADDITIONAL INFORMATION.
 6. PROVIDE PERMANENTLY ATTACHED GALVANIZED STEEL PLAQUE WHICH STATES WEIGHT OF STEEL COVER ASSEMBLY.



Sump 1: Twin 60" Meters

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR BID	1-24-97	RBW
2	CONFORMED FOR CONSTRUCTION	3-28-97	RBW

HDR
HDR Engineering, Inc.
271 Turn Pike Drive
Folsom, CA 95630

Bar Length On Original Drawing Equals One Inch. Adjust Scale Accordingly

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DRAWN BY: DBC
DATE: 11/18/96

DESIGNED BY: GCW
P.E. NO. N/A DATE: 1-24-97

CHECKED BY: BGS
P.E. NO. C028294 DATE: 1-24-97

SUMP 1/1A AND PIONEER RESERVOIR REHABILITATION AND IMPROVEMENT PROJECT
SUMP 1
FLOW METERING VAULT
STRUCTURAL PLAN, SECTIONS, AND DETAILS

DWG NO.: S110	SHEET 50
SCALE: AS NOTED	OF 99 OF 99
REVISION NO.: A	109

N:\07140040\51100001.DWG
04-02-97 JAW 03:13:30