

Meeting Date: 9/15/2015

Report Type: Consent

Report ID: 2015-00700

Title: Contract: Greenhaven Drive Sewer Forcemain Extension

Location: District 7

Recommendation: Pass a Motion 1) approving the contract plans and specifications for the Greenhaven Drive Sewer Forcemain Extension project, and 2) awarding the contract to Caggiano General Engineering Inc., for an amount not-to-exceed \$227,998.

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
9/5/2015 5:21:44 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 8/27/2015 12:06:22 PM

Description/Analysis

Issue Detail: To reduce the occurrence of sewage outflows, the proposed project will remove two manholes on the sewer forcemain (the pressurized discharge pipe) from Sump 137, and extend the forcemain approximately 325 feet to the next downstream manhole.

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 0.9 total jobs (0.5 direct jobs and 0.4 jobs through indirect and induced activities) and create \$140,775 in total economic output (\$88,732 of direct output and another \$52,043 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 it is exempt from review under the California Environmental Quality Act (CEQA) under 15301 of the CEQA Guidelines. The project consists of the repair and minor alteration of existing public facilities (sewer facilities), and will not result in a significant environmental impact.

Sustainability: The project is consistent with the City's Sustainability Master Plan and sustainability targets as it will facilitate reduced sanitary sewer outflows.

Commission/Committee Action: Not Applicable.

Rationale for Recommendation: The project was formally advertised to solicit bids, and bids were opened by the City Clerk on August 19, 2015. Two firms bid on the project, as follows:

| | Bidders | Bid Amount |
|---|------------------------------------|-------------------|
| 1 | Caggiano General Engineering, Inc. | \$227,997.48 |
| 2 | McQuire & Hester, Inc. | \$237,426.00 |

The engineer's estimate was \$165,000.

Staff recommends awarding the contract to Caggiano General Engineering Inc., the low bidder, for an amount not-to-exceed \$227,998.

Financial Considerations: This construction contract is for an amount not to exceed \$227,998. The total project cost, including design, inspection, and City administration costs is estimated to be

\$290,000. Sufficient funding exists in the Pocket Sewer Improvement Project (X14002300) to award the construction contract and complete the project.

Local Business Enterprise (LBE): Caggiano General Engineering, Inc. is not an LBE, but has proposed using two LBE subcontractor firms, GR Trucking and HD Supply Waterworks, for this project to exceed the minimum LBE participation requirement. GR Trucking will provide trucking services and HD Supply will provide construction materials and piping.

BACKGROUND

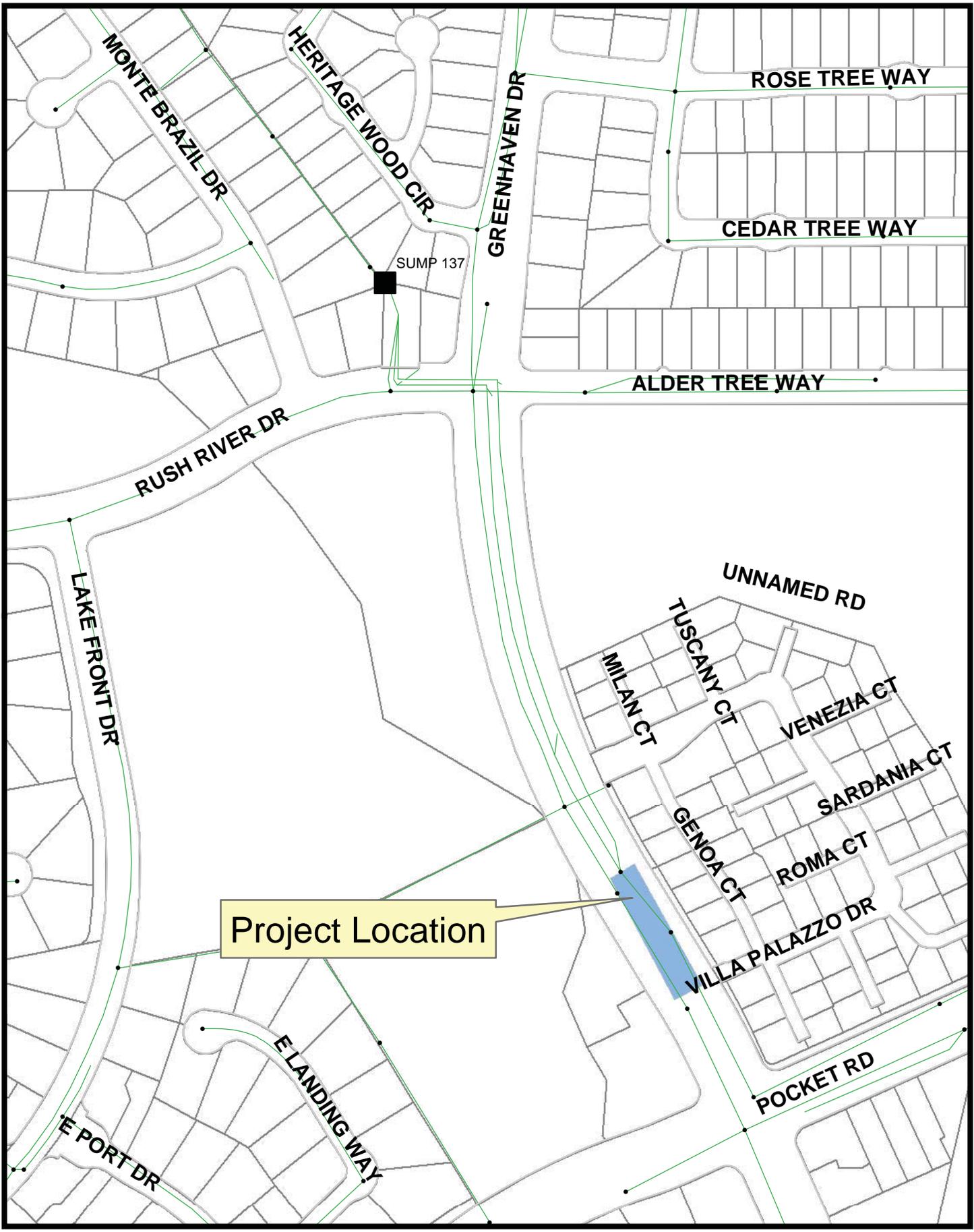
Sump 137 is a sewage pump station in the Pocket area. The forcemain out of Sump 137 consists of two parallel pipelines (one 12" and one 20" diameter). The 12" diameter pipe was the initial discharge line (circa 1985) from Sump 137. The parallel 20" diameter line was added (circa 1993) to facilitate Pocket area growth. These two pipes both empty into manhole #520 on Greenhaven Dr., about 700 feet south of the Sump.

Manhole #520 is at the upper end of a 30" diameter sewer pipe that gravity flows into the Sacramento Interceptor. Almost adjacent to MH #520, the 20" forcemain discharges first into another MH, #520A, that must fill-up enough to force flow thru a short 18" diameter pipe into MH #520. During normal operations, the typical surface level of sewage in MH #520A is only about 17 inches below the street level. Both MH's #520 & 520A are located at a known low-point in the Sump 137 basin. In March of 2011, a sanitary sewer overflow (SSO) occurred at manhole #520A during a relatively small storm.

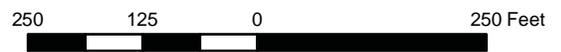
Because MH's #520 & 520A are shallow and located at a low spot in the Sump 137 system and because of the unusual short 20" to 18" diameter pipe size reduction, the Department of Utilities (DOU) has identified the following improvements to reduce the likelihood of future SSOs at this location: The existing 30" gravity flow pipe between MH's #520 & #506 will be converted to a pressure rated pipe by sliplining the existing pipe with a pressure rated 24" diameter pipe, MH's #520 and #520A will be removed, and the existing 12" & 20" forcemains will be connected to the new 24" pipe using pressure rated ductile iron pipe and fittings.

In order to complete the construction, DOU anticipates the Contractor will close the mid-block left turn lane from southbound Greenhaven Drive into the north end of Villa Palazzo Drive. This will create working room for the Contractor to bypass sewage flows around the work site and to remove the manholes, and it will provide an entry spot to slide the slipline pipe into the existing 30" sewer. Northbound traffic on Greenhaven will be confined to one lane past the worksite. DOU sent a notification postcard about the project and the expected traffic impacts to adjacent residents in late February of 2015.

Thirty-five working days (7 weeks) is the anticipated construction duration. Although DOU does not consider this to be an extremely tight schedule, the low bidder indicated that both the schedule and high cost of the ductile iron pipe fittings were factors that pushed the bid price over the engineer's estimate. The working-day allowance was set so the target completion date is mid-November, early in the normal rainy season.



PN: X14002301



ENGINEERING SERVICES DIVISION

CONTRACT DOCUMENTS
FOR
GREENHAVEN DRIVE SEWER FORCEMAIN EXTENSION

PN: X14002301

B16141321004

Engineer's Estimate: \$165,000

For Pre-Bid Information Call:

Stu Williams
Senior Engineer
(916) 808-1410

No Separate Plans

Bids to be received before 2:00 PM
August 19, 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>

GREENHAVEN DRIVE SEWER FORCEMAIN EXTENSION

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APPENDIX B (Sample Contractor Notification Letter)

NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, City Hall, located at 915 I Street, 5th Floor, Public Counter, up to the hour of 2:00 p.m. on **August 19, 2015**. Proposals will then be opened and read as soon thereafter as business allows, in the Hearing Room, 2nd Floor Room, in Historic City Hall, for construction of:

GREENHAVEN DRIVE SEWER FORCEMAIN EXTENSION (PN: X14002301) (B16141321004)

The work involves sliplining an existing 30-inch diameter sewer pipe and connecting two existing forcemain pipes to the new sliplined pipe.

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 GREENHAVEN DRIVE SEWER FORCEMAIN EXTENSION (PN: X14002301) (B16141321004)

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

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

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).

A Fact Sheet summarizing the provisions of SB 854 is included in the Contract Documents following this Notice solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligations to

NOTICE TO CONTRACTORS

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 WITH THE BID PACKAGE

Contractor's Name: Caggiano General Engineering, Inc.
(Please print)

CITY OF SACRAMENTO
SEALED PROPOSAL

Sealed Proposals will be received not later than **2:00 PM on August 19, 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 project named

**GREENHAVEN DRIVE SEWER FORCEMAIN EXTENSION
(PN: X14002301) (B16141321004)**

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 | Mobilization | 1 | LS | \$ 35,000 | \$ 35,000 |
| 2 | 24-Inch Diameter Sliplined Pipe | 326 | LF | \$ 453.98 | \$ 148,000 <i>147,997.48</i> |
| 3 | Forcemain Reconnection | 1 | LS | \$ 35,000 | \$ 35,000 |

TOTAL BID: \$ ~~228,000~~ *227,997.48*

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

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

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

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

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

It is understood that this bid is based upon completion of the work within a period of **thirty-five (35) 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 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.

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:

\$ 10% 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>JK</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: Caggiano General Engineering, Inc.

By: [Signature]
(Signature)

Title: Salvatore Caggiano, President

Address: 2353 Dartmouth Place
Physical Address ONLY. No PO Box

El Dorado Hills, CA 95762
City STATE ZIIP Code

Telephone No.: 916-501-0611

Fax No.: 916-244-0244

Email: caggiano93@hotmail.com

Federal Tax ID # or Social Security #: 27-2668083

Contractor's License No. 951282, Classification A, Expiration date 8/31/16 is held by the bidder.

KNOW ALL MEN BY THESE PRESENTS,

That we, Caggiano General Engineering Inc.

as Principal, and American Contractors Indemnity Company,

a corporation duly organized under the laws of the State of California, and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the total amount bid in the Proposal by the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

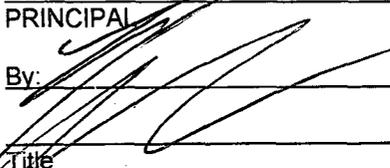
That whereas the Principal has submitted the above mentioned proposal to the City, for which Proposals are to be opened by the Office of the City Clerk, Historic City Hall, Hearing Room, 2nd Floor, 915 I Street, Sacramento, California, on **August 19, 2015**, for the Work specifically described as follows:

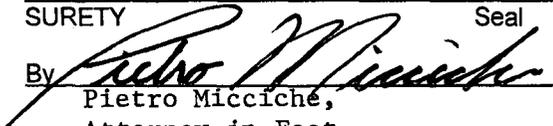
GREENHAVEN DRIVE SEWER FORCEMAIN EXTENSION
(PN: X14002301) (B16141321004)

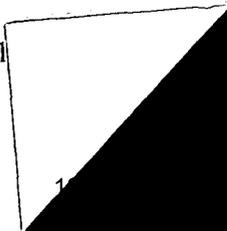
NOW, THEREFORE, if the aforesaid Principal is award the Agreement and within the time and manner required under the Contract Documents, enters into a written Agreement, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF, We have hereunto set our hands and seal this 19th day of August, 2015.

Caggiano General Engineering Inc.
PRINCIPAL Seal
By: 
Title

American Contractors Indemnity Company
SURETY Seal
By: 
Pietro Micciche,
Attorney-in-Fact
Title
Preferred Bonding & Insurance Services
Agent Name and Address
1800 McCollum St., Los Angeles, CA 90026
(323) 663-7814
Agent Phone #
(310) 242-6261
Surety Phone #
OD69256
California License #



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On August 19th, 2015 before me, Trina Lee Vega, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Pietro Micciche
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

City of SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form For Public Projects over \$100,000 (use only base bid amount to estimate dollar value) THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials 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. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

| | |
|---|---|
| Prime Contractor Name | Caggiano General Engineering, Inc. |
| Prime Contractor Address | 3941 Park Drive Suite 20-347, El Dorado Hills, CA 95762 |
| (REQUIRED) Prime Contractor DIR Registration # | 100001074 |

| | |
|----------------------|---|
| Date | 8-19-15 |
| Bid Amount | \$ 197,999.06 |
| Is Prime LBE? | Yes <input type="radio"/> No <input checked="" type="radio"/> |

| Business Name | License Number | Address | City, State, Zip | Contact Person | Phone | Subcontractor DIR Registration # (subject to verification) | LBE? | Type of Work, Services, or Supplies to be provided to complete contract | Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided |
|---------------------------|----------------|-----------------------|--------------------------|----------------------------------|-------------------------|--|--|---|--|
| GR Trucking/Crete Crush | CA 0317141 | 12584 White Rock Road | Rancho Cordova, CA 95742 | Koula V. Rozakis Kokologiannakis | (916) 985-2700 Ext. 207 | 100008629 | Yes <input checked="" type="radio"/> No <input type="radio"/> | Trucking Service | \$ 12,000 |
| HD Supply Waterworks Ltd. | | 1122 Joellis Way | Sacramento, CA 95815 | Nancy Wunschel | Ph 916-564-3893 | | Yes <input checked="" type="radio"/> No <input type="radio"/> | Construction materials; piping | \$ 115,000 |
| | | | | | | | Yes <input type="radio"/> No <input type="radio"/> | | \$ |

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

| | | |
|------------------|--------------|-------------|
| | President | 8-19-15 |
| Signature | Title | Date |

*Form Revised
3/9/15*

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: Caggiano General Engineering, Inc.

BY: [Signature], President Date: 8-19-15
Signature Title

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

FM 681 7/10/9

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

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:
Class A No. 951282

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 El Dorado Hills, CA.
(Location)

, on 8-19-15
(Date)

Signature: _____

Print name: Salvatore Caggiano

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.

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

Caggiano General Engineering, Inc.

Name of Contractor

3941 Park Drive, Suite 20-347, El Dorado Hills, CA 95762

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.

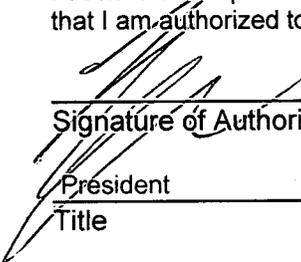
Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 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

 President

 Title

Salvatore Caggiano

 Print Name
 8-19-15

 Date



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

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

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

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

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

You May . . .

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



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

(For City Contracts without federal funds)

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 LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% 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 certain contracts of \$100,000 or more as illustrated below.**

When Does the LBE Program Apply?

| | Contracts Under \$100,000 | | | Contracts \$100,000 or More | | | |
|--|-----------------------------|--------------|-----------------|-----------------------------|------------------|--------------|-----------------|
| | Supplies / Non-Professional | Professional | Public Projects | Supplies | Non-Professional | Professional | Public Projects |
| 5% LBE Preference Applies to Bid Evaluation? | Yes | Yes | Yes | No | No | Yes | No |
| 5% Minimum Participation Requirement? * | No | No | No | No | Yes | Yes | Yes |

* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

II. LBE QUALIFICATION

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline 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 areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:
 1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and

2. Having either :

- a. a principal business office or workspace; or
- b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- B. Participation Credit: To receive credit for participation: (1) an 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) an LBE supplier must furnish materials or equipment 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 an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. 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 an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
 - Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment 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 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 to each LBE subcontractor or supplier.

No 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 the 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 or equipment 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 materials or equipment 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 or equipment 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 an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an 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 the 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. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also 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. The Contractor may, no later than five working days after receiving such notice, provide a written request to the 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 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 facsimile, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by facsimile 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 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.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

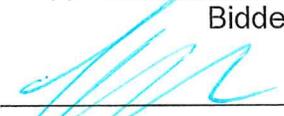
WORKER'S COMPENSATION INSURANCE CERTIFICATION

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.

Caggiano General Engineering, Inc.

Bidder

BY: 

Title: President

Address: 2353 Dartmouth Place

El Dorado Hills, CA 95762

Date: 9-4-15

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 September 15, 2015 is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **Caggiano General Engineering, Inc., 2353 Dartmouth Place, El Dorado Hills, CA 95762** ("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.

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 of

such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **thirty-five (35) 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 _____

BY _____

President

Print Name

Salvatore Caggiano

Title

BY C. Caggiano Salvatore

Print Name

C. Caggiano Salvatore

Title

27-2668083

Federal ID#

293-5552-6

State ID#

159069

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

Type of Business Entity (check one):

Individual/Sole Proprietor

Partnership

Corporation

Limited Liability Company

Other (please specify: _____)

CITY OF SACRAMENTO

a municipal corporation

DATE _____

BY _____

For: John F Shirey, City Manager

Original Approved As To Form:

Attest:

City Attorney

City Clerk

Form approved by City Attorney 12-24-14

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Utilities

Bond #: 1001053098
Premium: \$4,654.00

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City has conditionally awarded to (*here insert full name and address of Contractor*): **Caggiano General Engineering, Inc.**
3941 Park Dr., Suite 20-347, El Dorado Hills, CA 95762

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

GREENHAVEN DRIVE SEWER FORCEMAIN EXTENSION
(PN: X14002301) (B16141321004)

in accordance with the plans, specifications, drawings, conditions, and project manual prepared therefore, which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

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

American Contractors Indemnity Company,

601 South Figueroa Street, Suite 1600, Los Angeles, CA 90017

_____ a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of * _____ DOLLARS \$ 227,997.48), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then this obligation shall be null and void; otherwise shall be and remain in full force and effect. This obligation shall remain in full force and effect until (1) the date that the Contractor no longer has any remaining obligation of performance under the Contract, or (2) the date that is one year after the date that the work to be performed under the Contract is accepted as complete by the City, whichever occurs later.

***Two Hundred Twenty-Seven Thousand, Nine Hundred Ninety-Seven and 48/100---**

As part of the obligation secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.
SIGNED AND SEALED on September 7th, 2015.

Caggiano General Engineering, Inc.
(Contractor) (Seal)

By _____
Title PRESIDENT

ORIGINAL APPROVED AS TO FORM:

City Attorney

American Contractors Indemnity Company
(Surety) (Seal)

By Pietro Micciche
Title Attorney-in-Fact

Agent Name and Address Preferred Bonding
1800 McCollum St., Los Angeles, CA 90026
Agent Phone # (323) 663-7814
Surety Phone # (310) 242-6261
California License # 0D69256
Surety Email: AFeinberg@hccsurety.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On September 7, 2015 before me, Trina Lee Vega, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared Pietro Micciche

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

[Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CITY OF SACRAMENTO
PAYMENT BOND
Department of Utilities

Bond No: 1001053098
Premium: Included in
Performance Bond.

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to:
Caggiano General Engineering, Inc.

hereinafter called Contractor, a contract for construction of:

**GREENHAVEN DRIVE SEWER FORCEMAIN EXTENSION
(PN: X14002301) (B16141321004)**

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*):

American Contractors Indemnity Company,

601 South Figueroa Street, Suite 1600, Los Angeles, CA 90017

, a corporation a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of * _____ DOLLARS

(\$ 227,997.48), 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.

*Two Hundred Twenty-Seven Thousand, Nine Hundred Ninety-Seven and 48/100 Dollars,
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 September 7, 2015.

Caggiano General Engineering, Inc.
(Contractor) (Seal)

By [Signature]
Title PRESIDENT

ORIGINAL APPROVED AS TO FORM:

City Attorney

American Contractors Indemnity Company
(Surety) (Seal)

By [Signature]
Title Attorney-in-Fact

Agent Name and Address Preferred Bonding
1800 McCollum St., Los Angeles, CA 90026
Agent Phone # (323) 663-7814
Surety Phone # (310) 242-6261
California License # 0D69256
Surety Email: AFeinberg@hccsurety.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On September 7, 2015 before me, Trina Lee Vega, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Pietro Micciche
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Patricia Zenizo, Elisabete Salazar or Pietro Micciche of Los Angeles California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:


Daniel P. Aguilar, Vice President

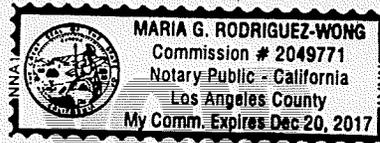
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature  (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 7th day of September, 2015

Corporate Seals

Bond No. 1001053098
Agency No. 3057




Michael Chalekson, Assistant Secretary

ENDORSEMENT

ENDT. NO.

1

G0103
(ed 09/24/09)

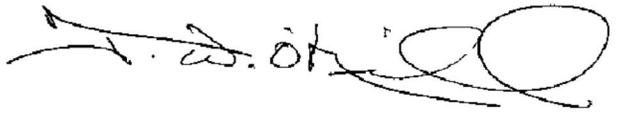
PRIMARY BLANKET ADDITIONAL INSURED

IT IS AGREED COVERAGE IS PROVIDED TO THE **ADDITIONAL INSURED(S)** AS FOLLOWS:

- SECTION II OF THE POLICY (WHO IS AN INSURED) IS AMENDED TO INCLUDE ANY PERSON OR ORGANIZATION THAT THE **NAMED INSURED** HAS AGREED IN AN **INSURED CONTRACT** TO NAME AS AN ADDITIONAL **INSURED** PROVIDED THE **BODILY INJURY** OR **PROPERTY DAMAGE** OCCURS SUBSEQUENT TO THE EXECUTION OF THE **INSURED CONTRACT** AND THE **BODILY INJURY** OR **PROPERTY DAMAGE** ARISES FROM **YOUR WORK** PERFORMED DURING THE POLICY TERM.
- PARAGRAPH 6.D. IS HEREBY ADDED TO SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, OF THE POLICY, AS FOLLOWS:

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN PARAGRAPHS 6.A., 6.B., OR 6.C. HEREOF, THE INDEMNITY PROVIDED BY THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY FOR ANY PERSON OR ORGANIZATION THAT IS AN ADDITIONAL **INSURED** UNDER THIS POLICY AND THAT YOU HAVE AGREED, IN AN **INSURED CONTRACT**, TO PROVIDE PRIMARY ADDITIONAL INSURED COVERAGE.
- THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY SHALL NOT BE INCREASED BY THE INCLUSION OF ANY NUMBER OF ADDITIONAL **INSUREDS**.
- OTHER THAN AS EXPRESSLY MODIFIED HEREIN, COVERAGE FOR THE ADDITIONAL **INSURED** IS GOVERNED BY THE TERMS AND CONDITIONS OF THIS POLICY, INCLUDING THE INSURING AGREEMENTS.
- THE COVERAGE PROVIDED FOR THE ADDITIONAL **INSURED** IS ONLY TO THE EXTENT OF DAMAGES FROM **BODILY INJURY** OR **PROPERTY DAMAGE** ARISING OUT OF THE NEGLIGENCE OR STRICT LIABILITY OF THE **NAMED INSURED**. NO COVERAGE IS PROVIDED FOR **BODILY INJURY** OR **PROPERTY DAMAGE** ARISING OUT OF ACTS, ERRORS OR OMISSIONS OF THE ADDITIONAL **INSURED**.
- NO COVERAGE IS PROVIDED TO AN ADDITIONAL **INSURED** FOR DAMAGES BECAUSE OF **BODILY INJURY** TO AN EMPLOYEE OF THE **NAMED INSURED**, WHETHER SUIT IS BROUGHT OR CLAIM IS MADE BY THE EMPLOYEE OR THE PARENT, SPOUSE, CHILD OR SIBLING OF SUCH EMPLOYEE, OR ANY ENTITY SEEKING DAMAGES BECAUSE OF INJURY TO SUCH EMPLOYEE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

| Policy Number | Insured | Effective |
|---|----------------------------------|--|
| BIC5011100 | Caggiano General Engineering Inc | 10/18/14 |
| BENCHMARK INSURANCE COMPANY | | Countersignature of Authorized Representative |
|  | |  |



FARMERS

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Named Insured • CAGGIANO GENERAL ENGINEERING INC • 3941 PARK DRIVE 20-347 • EL DORADO HILLS, CA 95762 •

Agent 9549389

A09476837 2015 Policy Number of the Company Policy Year

Effective Date 02/01/2015

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 3% of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of \$250.

All written contracts in the state(s) of:

CA

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned [Signature] Authorized Representative

CALIFORNIA LABOR CODES RELATING TO APPRENTICES ON PUBLIC WORKS
PROJECTS

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

| | | | |
|---|--|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | |
| | 2 Business name/disregarded entity name, if different from above | | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| | 5 Address (number, street, and apt. or suite no.) | | Requestor's name and address (optional) |
| | 6 City, state, and ZIP code | | |
| | 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| Social security number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
| OR | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2015 Withholding Exemption Certificate**590**

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

Withholding Agent (Type or print)

Name _____

Payee

Name _____

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

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

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

State _____ ZIP Code _____

Exemption Reason

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

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

 Individuals — Certification of Residency:

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

 Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Partnerships or Limited Liability Companies (LLCs):

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

 Tax-Exempt Entities:

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

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

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

 California Trusts:

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

 Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 Nonmilitary Spouse of a Military Servicemember:

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

CERTIFICATE OF PAYEE: Payee must complete and sign below.

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

Payee's name and title (type or print) _____ Telephone (____) _____

Payee's signature ► _____ Date _____

Nonresident Withholding Allocation Worksheet

2015

587

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

Part I Withholding Agent

Withholding agent's name

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

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

State ZIP Code

Part II Nonresident Payee

Payee's name

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

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

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

State ZIP Code

Nonresident payee's entity type: (Check one)

- Individual/sole proprietor Corporation Partnership Limited liability company (LLC) Estate or trust

Part III Payment Type

Nonresident payee: (Check one)

- Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee) Provides goods and services in California (see Part IV, Income Allocation)
- Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee) Provides services within and outside California (see Part IV, Income Allocation)
- Other (Describe) _____

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

Part IV Income Allocation

Gross payments expected from the withholding agent during the calendar year for:

| | (a) Within California | (b) Outside California | (c) Total payments |
|--|-----------------------|------------------------|--------------------|
| 1 Goods and services: | | | |
| Goods/materials (no withholding required) | _____ | _____ | _____ |
| Services (withholding required) | _____ | _____ | _____ |
| 2 Rents or lease payments | _____ | _____ | _____ |
| 3 Royalty payments | _____ | _____ | _____ |
| 4 Prizes and other winnings | _____ | _____ | _____ |
| 5 Other payments | _____ | _____ | _____ |
| 6 Total payments subject to withholding. | | | |
| Add column (a), line 1 through line 5 | _____ | _____ | _____ |
| Nonresident withholding threshold amount: | <u>\$1,500.00</u> | | |
| Backup withholding threshold amount: | <u>\$0.00</u> | | |

Certification of Nonresident Payee

| | | |
|------------------|---|---------------|
| Sign Here | Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent. | |
| | Print or type payee's name | Telephone () |
| | Payee's signature | Date |
| | Print or type representative's name and title | Telephone () |
| | Authorized representative's signature | Date |

Green Contracting Survey (Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality Management District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the Contract Documents, and return it to SMAQMD. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Forms to SMAQMD is strictly voluntary

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

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

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

| City Bid Information | |
|----------------------|-------|
| Department | _____ |
| Project # | _____ |
| LBE | _____ |

Please Submit To:

| |
|-------|
| _____ |
| _____ |

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

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

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

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

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

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

| City Bid Information | |
|----------------------|-------|
| Department | _____ |
| Project # | _____ |
| LBE | _____ |

Instructions:

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

Please Submit To:

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

| Equipment Serial Number | Equipment Information | | | Engine Information | | | Annual Usage (hours) |
|-------------------------|-----------------------|-------|------|--------------------|-------|------|----------------------|
| | Make | Model | Year | Make | Model | Year | |
| 48W34456 | Caterpillar | 631G | 2003 | Caterpillar | 3408E | 2003 | 1,600 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
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SPECIAL PROVISIONS

SPECIAL PROVISIONS

SECTION 1 – GENERAL REQUIREMENTS

1.01 Scope of Work

The work to be performed consists of inserting a pressure rated slipline into an existing clay sewer pipe, grouting the annular space between the slipline and the host pipe, removing two manholes, and connecting two existing forcemains onto the sliplined pipe. Contractor shall provide all materials and tools, and perform all work necessary to complete the subject project as shown on the Plans and as specified herein.

1.02 Submittals

In general accordance with Section 5-7 of the Standard Specifications, except as modified herein, Contractor shall prepare and submit for review one e-mailed electronic pdf copy (unless noted otherwise) of the following shop drawings and/or submittals:

1. Construction schedule (pdf or mpp file compatible w/ Microsoft Project 2010)
2. Aggregate Base
3. Grout and Asphalt Concrete mix designs
4. Record drawings (hardcopy w/ changes marked in red ink, plus fusion joint data)
5. Traffic control plan
6. Erosion, Sediment, and Pollution Control (ESC) Plan
7. Forcemain connection pipe and fittings
8. Slipline pipe materials and fusion joint operator certifications
9. Sewer bypass plan for diversion of flows
10. Dewatering plan (if necessary)
11. Water valves (necessary if Contractor opts to shut-off water thru slipline entry pit)

Contractor is advised that at the Engineer's discretion, this list may be expanded to include additional items. Contractor shall keep one copy of the approved Traffic Control and ESC plans at the construction site at all times.

1.03 Project Signs

Prior to beginning any onsite work, unless directed otherwise, contractor shall install two project signs in the roadway median in the vicinity of the slipline entry pit. Signs will be supplied by the City, each approximately 30-inches tall by 54-inches wide. Location and height of sign installation shall be as directed by the Engineer. In general, signs shall be installed a minimum of seven (7) feet and maximum of ten (10) feet above surrounding grade. If acceptable to the Engineer an existing sign post may be used, otherwise, Contractor shall be required to install a new post. Each sign and post installed by Contractor shall be removed at the end of the project and the sign returned to the City.

1.04 Administrative Penalty Ordinance

City Code Chapter 12.20 describes minimum requirements and restrictions relating to construction activities within the City right of way. It also establishes administrative penalties for non-compliance of these requirements. Contractor may be assessed penalties for each violation of any provision addressed by the ordinance, unless modified herein, and amounts

can be deducted from the Contract. The ordinance includes the following general categories:

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

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

1.05 Water Quality Control

Contractor shall be responsible for performing all work in accordance with Section 16 of the Standard Specifications.

Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review. Submit the ESC Plan at least 48 hours prior to starting the work, and do not begin work until the Engineer has accepted the Plan.

1.06 Project Closeout

Project completion and closeout shall be in accordance with Section 8-4 of the Standard Specifications. Following Notice of Completion recording, Contractor shall submit an invoice for final payment of retention, and a Conditional Waiver of Release upon final payment. Retention is to be paid out 60 days from date of recording per CA Public Contract Code 7107.

1.07 Payment

No separate payment will be made for furnishing any labor, materials, tools, equipment, or incidentals, or for any work performed to comply with the requirements of Special Provision Sections 1 thru 3. Full compensation for complying with these requirements shall be considered as included in the prices paid for the various contract bid items, and no additional compensation will be allowed.

****END OF SECTION****

SECTION 2– PUBLIC CONVENIENCE & PROTECTION OF EXISTING CONDITIONS

2.01 Public Right-of-Way and Easements

All facilities constructed as part of this project are to be placed within public street right-of-way and/or easements. Contractor shall confine his or her operations within the limits of existing street right-of-way and/or easements as much as practicable.

In the event Contract requirements necessitate Contractor to encroach onto adjoining private property, Contractor shall make all necessary arrangements with the property owner for such encroachment. A copy of any written agreements entered into between Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property described in the agreement.

2.02 Existing Facilities

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

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for the accuracy thereof. For the most part, underground utility services are not shown on the Plans. Attention is directed to the provisions in Section 6-19 of the Standard Specifications.

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

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

2.03 Maintaining Water, Sewer & Drainage Flows

Contractor shall be responsible maintaining water, sewer, and drainage flows including emergency repairs and temporary bypasses in accordance with Section 13-2 of the City Standard Specifications and these Special Provisions. Contractor shall prepare a plan detailing any temporary sewer and/or water diversions around the work site, and shall submit the plan to the Engineer for approval. The plan shall be sufficiently detailed to illustrate the concept proposed.

Submit the plan for temporary diversion or bypassing of existing sewer flows a minimum of 10 working days prior to the start of work on any temporary system. Contractor shall not begin work on any temporary diversion or bypass system until Engineer has approved the plan.

2.04 Handling and Removal of Hazardous or Contaminated Materials

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

change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

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

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

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

2.05 Health and Safety

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

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

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

2.06 Public Notification of Work

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

2.07 Maintenance of Traffic, Public Safety and Convenience

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

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

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

Contractor shall be required to establish traffic scheduling and control measures acceptable to the Engineer prior to starting any work. Contractor shall submit to the Engineer for review and approval a plan showing proposed traffic control measures and/or detours for vehicles and pedestrians affected by the construction work. This plan shall be submitted a minimum of ten (10) working days prior to the scheduled commencement of any work by Contractor. **Contractor will not be allowed to begin work until an approved plan is on file with the Engineer.** In addition, the approved plan shall be kept on hand at the project site at all times while construction is in progress. **All advance warning and traffic delineation shall conform to the provisions of Section 6-10 of the Standard Specifications.**

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

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

As part of this contract, Contractor shall perform the following requirements per City ordinance Chapter 12.20:

1. Contractor shall not cause public rights-of-way, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Areas affected by the construction, must be cleaned to the satisfaction of the Engineer prior to re-opening to the public.
2. Trench plates shall not be utilized for more than three (3) calendar days in one location and temporary surfacing shall not be utilized for more than five (5) calendar

days in one location without prior written approval of the Engineer.

3. Contractor shall provide access to all existing driveways at all times except when excavation is in progress, when forms are in place, when concrete or asphalt is being placed or unless other arrangements are made with the property owner. Contractor shall take precautions so as not to entrap vehicles on private property during the progress of the work. Driveways may be closed only during normal working hours and only after giving property owners a minimum of twenty-four (24) hours' notice in advance of the closure. Access for emergency vehicles shall be available on all streets within the construction area at all times.
4. Rear access to buildings and existing parking areas behind buildings shall be maintained. If arrangements have been made with property owners, Contractor may close such access for a limited time. Contractor shall give property owners forty-eight (48) hours' notice in advance of the closure.
5. Provide for pedestrian traffic at all times except where closures are approved in advance by the Engineer.
6. At least one (1) lane of traffic shall be maintained at all times in the street. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid - resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours for the entire project.
7. City working hours are defined to be between 7:00 am and 6:00 pm, Monday through Friday, excluding legal holidays unless otherwise defined in these Special Provisions.
8. For work done before 7:00 A.M. or after 6:00 P.M., or during all daylight hours between 6:00 P.M. Friday to 7:00 A.M. Monday, the street or alley may be closed provided proper detours are provided and only if arrangements have been made with the property owners in advance and approved by the Engineer. A minimum of five (5) working days' notice shall be given to property owners in advance of closure.

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

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

1. Police Communication Center one (1) working day prior to closure by calling 277-1750, or fax at 277-1772.
2. Fire Department Communications Center one (1) working day prior to closure by calling 228-3035 or fax at 228-3082.
3. City Traffic Engineering Services five (5) working days prior to closure by calling 808-5307.

4. City Solid Waste Division five (5) working days prior to closure by calling 808-4952 or fax at 808-4999. Contractor shall also coordinate with the property owners all relocations of trash receptacles necessary to maintain garbage collection.
5. Street Parking five (5) working days prior to closure by calling 808-5579 or fax at 808-7501.
6. Regional Transit five (5) working days prior to closure by calling Lynn Cain at 321-5375 or fax at 557-4541.

At a minimum, information faxed shall include:

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

****END OF SECTION****

SECTION 3 – GENERAL SEWER CONSTRUCTION REQUIREMENTS

3.01 Trench Excavation and Backfill

Trench excavation and backfill in all streets shall meet the applicable requirements of Sections 10, 14 and 26 of the Standard Specifications and these Special Provisions. Contractor's attention is directed in particular to City Standard Detail T-80 for Backfill & Resurfacing.

Size and location of the slipline entry pit shown on the plans is approximate. As part of the required Traffic Control Plan submittal, unless otherwise approved, Contractor shall include a work plan for sliplining showing planned excavation dimensions, roller placement, and pipe assembly layout. Verify insertion activities will not exceed allowable pipe bending radii.

3.02 Pavement Cutting and Surface Restoration

Pavement cutting and surface restoration shall conform to the applicable provisions of Section 26-11 of the Standard Specifications and these Special Provisions. Contractor shall restore surfaces in kind (using the same surface material as existing) unless otherwise noted on the Plans or within these Special Provisions. Pavement cutting shall be perpendicular or parallel to the centerline of the road when practicable.

3.03 Closed Circuit Television Inspection of Pipes

The newly-constructed slipline shall be inspected by Contractor utilizing a remote closed circuit in-line television (CCTV) camera. Contractor shall clean pipe as necessary to remove standing water and to remove solids, debris, grease or grit from the entire circumference of the pipe between manholes.

Unless otherwise approved, CCTV inspection shall conform to CSSS Section 26-12, and NASSCO's Pipeline Assessment Certification Program (PACP). The speed of travel shall be slow enough to detect reverse slope or low spots in pipe grades and to inspect and identify each pipe joint, but should not at any time be faster than 30 feet per minute. The video recording shall be high resolution quality (720x480 or higher) digital format, recorded in or converted to MPEG-2 (*.mpg file format) written on a DVD without loss of video quality, compatible with the City's current version of Granite XP software (version 4.6.10 on 4/15/15).

Documentation of the work shall consist of a DVD, PACP CCTV Reports, and the unmodified PACP database. **The database shall contain PACP scoring for each inspection observation or defect.**

Every section of the pipe (manhole to manhole) shall be identified on the video display and shall include: project name, street name, City manhole numbers, inspector's name, pipe diameter and length, and date of inspection. In addition to inspecting the pipe, pan manhole interiors with the CCTV camera.

Contractor shall notify the Engineer two (2) working days in advance of the anticipated date of the CCTV inspection so that the Engineer may observe the cleaning and CCTV operation. It shall be Contractor's responsibility to coordinate the CCTV inspection with the Engineer.

3.04 Tree Preservation Requirements

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

1. Contractor shall hire an International Society of Arboriculture (ISA) certified arborist (project arborist) to do any required pruning for equipment clearance, and for a root inspection(s) for trenching activities within the dripline(s) of the trees.
2. If during excavation for the project, tree roots greater than two inches in diameter are encountered, work shall stop immediately until the project arborist can perform an on-site inspection. All roots shall be cut clean and the tree affected may require supplemental irrigation/fertilization and pruning as a result of the root cutting. Contractor will be responsible for any costs incurred. Depending upon the amount of roots encountered and the time of year, wet burlap may be required along the sides of the trench.
3. Contractor shall be held liable for any damage to existing trees, i.e. trunk wounds, broken limbs, pouring of any deleterious materials, or concrete washout under the dripline of the trees. Damages will be assessed using the A Guide to Plant Appraisal eighth edition, published by the International Society of Arboriculture. An appraisal report shall be submitted for review by the City Arborist.

3.05 Archaeological Resources Discovery

Discovery of cultural resources. In the event that any prehistoric subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortars are discovered during construction-related earth-moving activities, all work within 150 feet of the resources shall be halted, and Contractor and City shall consult with a qualified archaeologist who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61) to assess the significance of the find. Archaeological test excavations shall be conducted by a qualified archaeologist to aid in determining the nature and integrity of the find. If the find is determined to be significant by the qualified archaeologist, representatives of the City and the qualified archaeologist shall coordinate to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis and professional museum curation. In addition, a report shall be prepared by the qualified archaeologist according to current professional standards. Work shall be re-started only upon a notice to proceed from the City's Project Manager.

Discovery of Native American site. If a Native American site is discovered during project construction, Contractor shall give immediate notice to the City's Project Manager, and the evaluation process shall include consultation with the appropriate Native American representatives. If Native American archaeological, ethnographic, or spiritual resources are involved, all identification and treatment shall be conducted by qualified archaeologists, who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61), and Native American representatives, who are approved by the local Native American community as scholars of the cultural traditions.

In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archeological sites are involved, all identified treatment is to be carried out by qualified historical archaeologists.

Discovery of human remains. If a human bone or bone of unknown origin is found during construction, Contractor shall give immediate notice to the City's Project Manager, all work shall stop in the vicinity of the find, and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission, who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the City's Project Manager and Contractor to develop a program for re-interment of the human remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.

****END OF SECTION****

SECTION 4 – ITEMS OF THE PROPOSAL

Item No. 1 Mobilization

Mobilization, measured and paid for on a lump sum basis, shall include delivery of equipment, installation of the Project sign(s), site dewatering if required, construction of the slipline access pit including any required bypass piping, shoring, cut-in water valve and/or waterline supports, BMP installation, site cleanup, and demobilization when all work is complete.

Payment shall be made at the lump sum price bid. Payment in excess of fifteen percent (15%) of the total project amount bid will be made, when in the opinion of the Engineer, the monthly progress payment estimate for all other work completed (not counting mobilization) represents at least 65% of the original contract amount.

Item No. 2 24-inch Diameter Sliplined Pipe

24-inch Diameter Sliplined Pipe, measured and paid for on a unit price per lineal foot installed basis, shall include all labor, delivery of materials, pipe joint fusing, installation, annular space grouting, and post-installation CCTV video recording, complete and in-place.

The following slipline material options are considered acceptable for this project:

1. 24-inch diameter fused joint Fusible C-905 PVC pipe, SDR 25 with an O.D. of 25.80 inches and nominal I.D. of 23.61 inches, as manufactured by Underground Solutions, Inc., Poway, CA 92064, phone (858) 679-9551, or
2. 26-inch OD Fused joint SDR 21 Iron Pipe Size HDPE pipe made from PE4710 resin per ASTM D 3350 cell classification PE445574C/E resin, with a nominal I.D. of 23.375 inches, as manufactured by Performance Pipe, a division of Chevron Phillips Chemical Co., Plano, TX 75093, phone (800) 901-7473, or equal HDPE pipe.

Unless otherwise approved, color shall be light gray. Assemble a continuous slipliner piece by butt-fusing individual pipe segment lengths of not less than 40 feet. Fusion Technician shall be fully qualified by the pipe manufacturer to construct hot-melt butt-fused joints of the size and type required for this project. Qualification shall be current for entire duration of project fusion activities.

Each fusion joint shall be logged by an electronic monitoring device (data logger) connected to the fusion machine. Data logging shall be generated by software developed specifically for the butt-fusion of thermoplastic pipe.

Contractor shall deliver a daily report to the Engineer from the fusion service provider that identifies any joints rejected that day. At the end of the project, Contractor shall submit an electronic Microsoft *Word* or *XCEL* spreadsheet report, on DVD or CD, from the fusion service provider that lists each completed joint by number; the fusion machine used; the heat and drag pressure settings; the heat plate temperature; a date/time stamp; heating and cool down times; the ambient temperature; and the name of the technician who made the joint.

The pipe pulling mechanism for slipliner installation shall be properly connected to the end of the pipe via a pulling head or similar arrangement approved by the pipe manufacturer.

After insertion, the annular space between the existing pipe and the slipliner shall be filled with flowable, low weight cellular grout with a low heat of hydration. The grout mixture shall have been used successfully on previous slipline projects. Place grout in accordance with the pipe manufacturer's installation instructions to prevent pipe flotation. Unless otherwise approved, grout will be composed of cement, water, plasticizer, and a foaming agent. Use Type I or Type II low alkali cement conforming to ASTM C 150, potable water, plasticizer conforming to ASTM C 494 Type A/F, and foaming agent conforming to ASTM C 869. Mix per cubic yard shall be a nominal 7¼ sacks of cement with a 0.55 by weight water/cement ratio. Up to 20% by weight fly ash may be substituted for the cement. Installed grout unit weight will be a nominal 40 to 50 pounds-per-cubic-foot. Maximum grout pressure will be maintained as low as practicable to avoid collapsing the liner, yet sufficient enough to fill the entire annular space. When cured, grout shall have a 28-day compressive strength of 40 to 250 pounds per square inch. Submit grout mix design for approval.

Provide verifiable means to measure quantity of grout installed. During placement, sample the unit weight of the grout at least three different times during the day, and cast at least four specimens in accordance with ASTM C 459 for compressive strength testing.

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

Item No. 3 Forcemain Re-connection

Re-connection of the existing forcemains to the new slipline shall include all labor and materials required to remove the existing manholes, re-connect the pipelines as shown and/or as approved, backfill all excavations, and complete surface restoration for a complete installation.

Removed manhole metal frames and covers shall be cleaned of foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, CA 95822, Attention: Rob Jack, Sewer Superintendent (916) 808-4022.

Unless otherwise approved, use ductile iron pipe (DIP) conforming to CSSS Section 10-28.3 and these Special Provisions to re-connect the forcemains onto the slipline pipe. Install pipe and fittings in general conformance with the applicable portions of CSSS Section 27. Pipe joints shall be restrained mechanical joints utilizing Series 1100 joint restraints as manufactured by EBBA Iron, Inc., or approved equal. Installation of tracing wire, disinfection, and pressure testing after assembly is not required. Encase all new DIP and fittings in 8-mil or thicker virgin polyethylene wrap in accordance with AWWA C 105.

Use proper implements, tools and facilities for the safe and proper protection of the pipe. Do not drop or dump pipe into trenches. Piping shall be installed without springing or forcing the pipe into position. If major relocations are required, they shall be approved by the Engineer.

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

****END OF SPECIAL PROVISIONS****

Plans

| <u>Dwg No.</u> | <u>Title</u> |
|----------------|--------------------------------|
| G-1 | Cover Sheet |
| C-1 | Plan & Profile |
| C-2 | Schematic Traffic Control Plan |
| C-3 | Details |

GENERAL NOTES

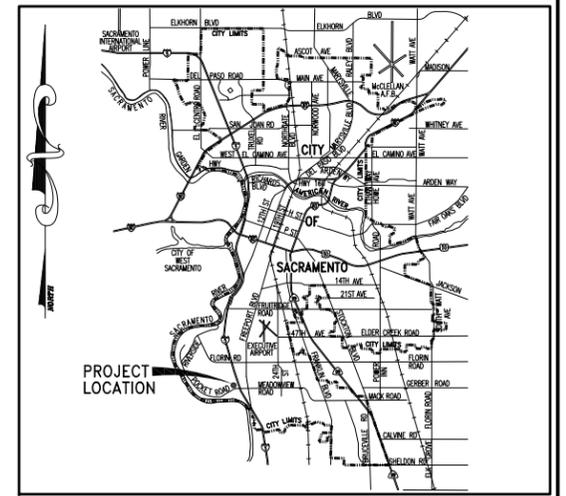
- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS DATED JUNE 2007, PLUS ALL ADDENDUMS AND THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND FOR PROVIDING PROPER AND SAFE ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS. THE USE OF FLAGGERS, BARRICADES AND CONSTRUCTION SIGNING SHALL COMPLY WITH THE CURRENT EDITION OF WORK AREA AND TRAFFIC CONTROL HANDBOOK (W.A.T.C.H.).
- CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO COMMENCEMENT OF WORK. IN ACCORDANCE WITH ALL APPROPRIATE LAWS, INCLUDING BUT NOT LIMITED TO CALIFORNIA GOVERNMENT CODE 4216. CONTRACTOR SHALL TAKE THE PROPER CARE AND PROTECTION WHEN EXCAVATING NEAR AND LOCATING UNDERGROUND UTILITIES.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING WATER, SEWER AND/OR DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE PROPOSED IMPROVEMENTS ARE PLACED AND FUNCTIONING.
- EXACT LIMITS OF PAVEMENT REMOVAL AND RECONSTRUCTION SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
- DEMOLITION OF EXISTING FEATURES IS LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIAL PROVISIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY HIS OPERATIONS, AT HIS EXPENSE.
- CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PROTECTING EXISTING TREES. ANY TREE DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
- AT THE TIME THE CONTRACT IS AWARDED, THE CONTRACTOR SHALL POSSESS A CLASS A LICENSE, OR A COMBINATION OF CLASSES REQUIRED BY THE CATEGORIES AND CLASSES OF WORK INCLUDED IN THIS CONTRACT.
- CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY & HEALTH (2424 ARDEN WAY SUITE 165, SACRAMENTO, CA PHONE 263-2800) PRIOR TO ANY TRENCHING EXCAVATION 5 FEET OR MORE IN DEPTH. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
- CALL PG&E 48 HOURS IN ADVANCE TO REQUEST "STANDBY" WHEN WORKING NEAR (WITHIN 5') OR CROSSING HIGH PRESSURE FEEDER GAS MAINS AS DESIGNATED ON THE PLANS OR IN THE FIELD. CONTACT PG&E BY CALLING 386-5153. SUBMIT PLANS AND DETAILS FOR SUPPORT OF HIGH PRESSURE GAS MAINS TO PG&E FOR APPROVAL PRIOR TO WORKING NEAR THE GAS MAIN.
- ANY CURB, GUTTER OR SIDEWALK TO BE REMOVED SHALL BE REMOVED TO THE NEAREST EXPANSION JOINT OR SCORE MARK. DAMAGE TO EXISTING CURB, GUTTER, AND SIDEWALK WHICH IS SHOWN ON THE PLANS TO REMAIN, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING RECORD DRAWINGS FOR ALL UNDERGROUND WORK THROUGHOUT THE COURSE OF CONSTRUCTION. SUCH DRAWINGS SHALL RECORD THE LOCATION AND GRADE (CITY DATUM) OF ALL UNDERGROUND IMPROVEMENTS AND SHALL BE DELIVERED TO THE CITY PRIOR TO CONSIDERATION OF ACCEPTANCE OF THE WORK.
- CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING SURVEY MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTOR'S WORK. CONTRACTOR SHALL COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS, AND SHALL RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE DOCUMENTATION WITH THE CITY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 8771.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL UTILITIES WITHIN THE PROJECT BOUNDARY. UTILITY LOCATIONS SHOWN ON THE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL DAMAGE INCURRED WHILE LOCATING SERVICES. SCHEDULE SHUTDOWNS AT LEAST 7 DAYS IN ADVANCE.
- ALL WATER TAPS, TIE-INS, AND SHUT DOWNS ARE TO BE SCHEDULED DIRECTLY WITH THE ENGINEER BY THE CONTRACTOR. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE ENGINEER TO SCHEDULE AND COORDINATE SUCH WORK.
- WITHOUT EXCEPTION, ALL OPENING AND CLOSING OF VALVES ON EXISTING WATER MAINS AND SEWER FORCEMAINS SHALL BE EXECUTED BY UTILITIES DEPARTMENT CREWS ONLY.

CITY OF SACRAMENTO

IMPROVEMENT PLANS FOR

GREENHAVEN DRIVE

SEWER FORCEMAIN EXTENSION



VICINITY MAP

APPROVED BY: BRETT GRANT R.C.E. 58964 DATE _____
 SUPERVISING ENGINEER
 DEPARTMENT OF UTILITIES

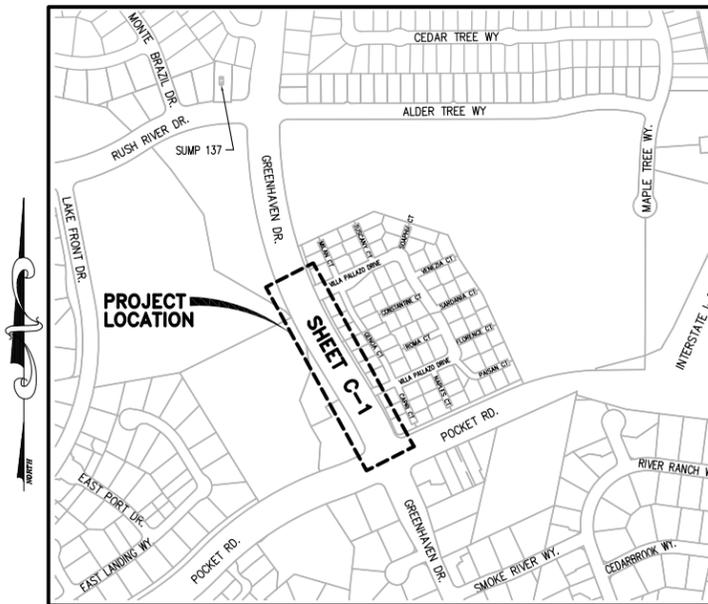
APPROVED BY: ROB JACK DATE _____
 SUPERINTENDENT
 DEPARTMENT OF UTILITIES

INDEX OF SHEETS

- G-1 COVER SHEET
- C-1 PLAN AND PROFILE - STA. 1+00 TO 5+90
- C-2 SCHEMATIC TRAFFIC CONTROL PLAN
- C-3 DETAILS

STANDARD ABBREVIATIONS

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



LOCATION MAP
N.T.S.

LEGEND

| EXISTING | PROPOSED |
|--------------------------------|--------------------------------|
| NO. 22 DRAIN INLET | NO. 22 DRAIN INLET |
| TYPE B DROP INLET | TYPE B DROP INLET |
| MANHOLE | MANHOLE |
| COMBINED SEWER MAIN | COMBINED SEWER MAIN |
| SANITARY SEWER MAIN | SANITARY SEWER MAIN |
| STORM DRAINAGE MAIN | STORM DRAINAGE MAIN |
| SEWER SERVICE W/CLEANOUT | SEWER SERVICE W/CLEANOUT |
| WATER MAIN | WATER MAIN |
| WATER MAIN W/BLOW-OFF | WATER MAIN W/BLOW-OFF |
| WATER MAIN W/AIR RELEASE VALVE | WATER MAIN W/AIR RELEASE VALVE |
| WATER MAIN W/GATE VALVE | WATER MAIN W/GATE VALVE |
| WATER MAIN W/BUTTERFLY VALVE | WATER MAIN W/BUTTERFLY VALVE |
| STANDARD FIRE HYDRANT | STANDARD FIRE HYDRANT |
| WHARF FIRE HYDRANT | WHARF FIRE HYDRANT |
| WATER SERVICE & METER BOX | WATER SERVICE & METER BOX |
| WATER SERVICE & CURB STOP | WATER SERVICE & CURB STOP |
| WATER SERVICE & CORP STOP | WATER SERVICE & CORP STOP |
| BACKFLOW PREVENTER | BACKFLOW PREVENTER |
| CURB, GUTTER & SIDEWALK | CURB, GUTTER & SIDEWALK |
| CENTER LINE | CENTER LINE |
| RIGHT-OF-WAY | RIGHT-OF-WAY |
| GAS MAIN & GAS VALVE | GAS MAIN & GAS VALVE |
| ELECTRICAL CONDUIT | ELECTRICAL CONDUIT |
| POWER POLE W/GUY WIRE | POWER POLE W/GUY WIRE |
| TELEPHONE CONDUIT | TELEPHONE CONDUIT |
| CABLE BOX/POD | CABLE BOX/POD |
| STREET LIGHT | STREET LIGHT |
| ELEVATION | ELEVATION |
| FENCE | FENCE |
| BENCH MARK | BENCH MARK |
| SIGN | SIGN |
| BOLLARD GATE POST OR POST | BOLLARD GATE POST OR POST |
| ADDRESS | ADDRESS |
| PLUG OR CAP | PLUG OR CAP |
| PIPE TO ABANDON | PIPE TO ABANDON |
| PIPE TO REMOVE | PIPE TO REMOVE |
| BUILDING | BUILDING |
| RAILROAD | RAILROAD |
| TREE OR BUSH | TREE OR BUSH |

PN: X14002301 GREENHAVEN DRIVE SEWER FORCEMAIN EXTENSION R:\Civ\3D Projects\X14002301_Greenhaven Dr. SS Force Main Replacement.dwg

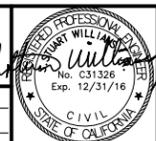
| REVISIONS | | | |
|-----------|-------------|------|----|
| NO. | DESCRIPTION | DATE | BY |
| | | | |
| | | | |

| | |
|--------------|---|
| BENCH MARK | ELEV. 2.576' |
| DESCRIPTION: | HILTI NAIL ON LIGHT BASE ON EAST SIDE OF GREENHAVEN DRIVE 100 FEET NORTH OF RUSH RIVER DRIVE. |

| | |
|---|-----------------|
| FIELD BOOK | SCALE: 1" = 40' |
| ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1" | |

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

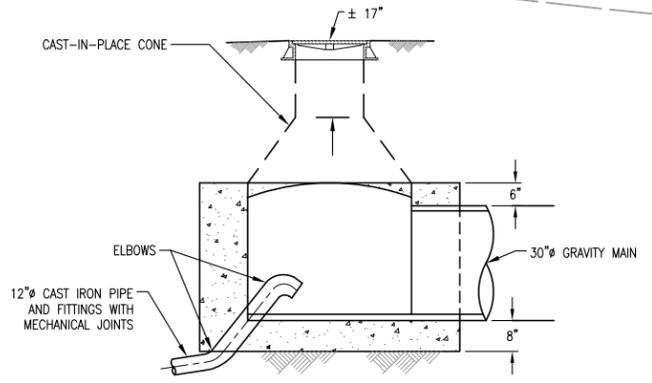
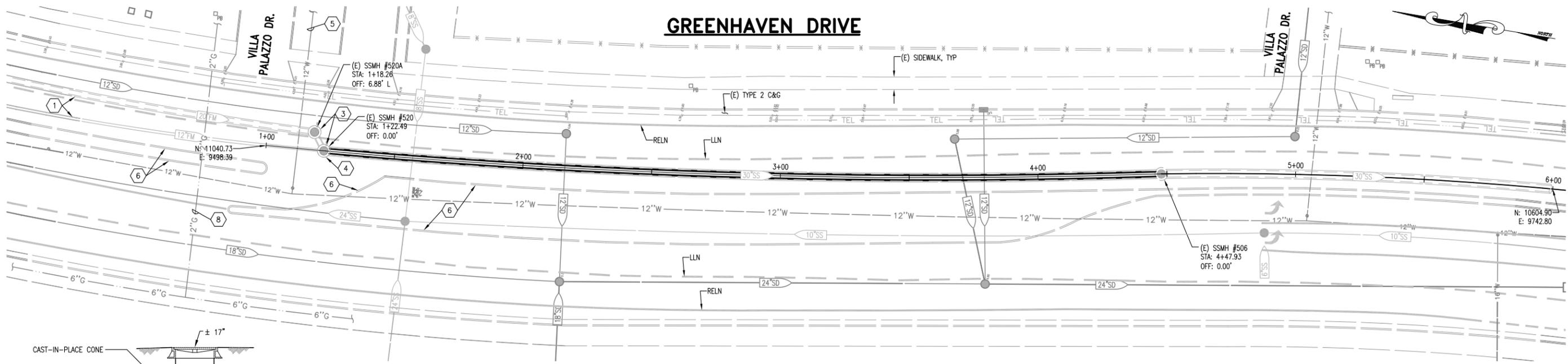
DRAWN BY: R. JORDAN DESIGNED BY: S.S. WILLIAMS CHECKED BY: B. GRANT
 DATE: 4/2015 R.C.E. NO. C31326 DATE: 4/2015 R.C.E. NO. C58964 DATE: 4/2015



IMPROVEMENT PLANS FOR:
GREENHAVEN DRIVE
SEWER FORCEMAIN EXTENSION
COVER SHEET

GIS GRID NO. 0012
 PN: X14002301
 DWG. NO. G-1
 SHEET 1 OF 4
 80 OF 87

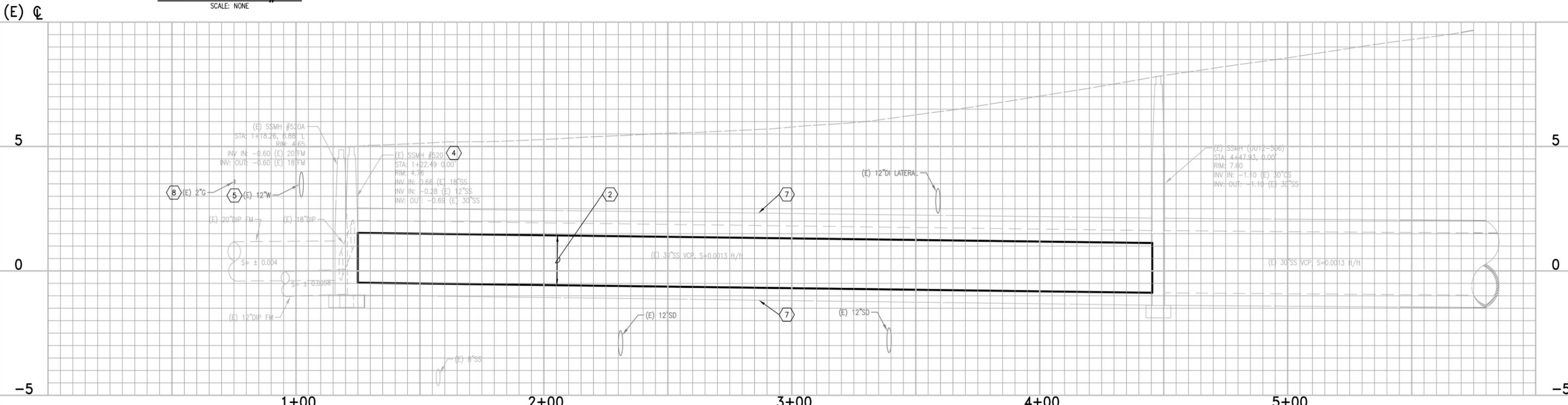
GREENHAVEN DRIVE



REF: MANHOLE #520
SCALE: NONE

NOTES:

- 1 BOTH THE 12" AND 20" FM ORIGINATE AT SANITARY SEWER SUMP 137, AND FLOW TOGETHER IN MH #520. SEE CONCEPT BYPASS PLAN DETAIL ON DWG C-3.
- 2 (N) 24" DIA SUIPLINE. GROUT ANNUAL SPACE BETWEEN MH #520 AND #506. UNLESS OTHERWISE APPROVED, (N) SUIPLINE PIPE END TO EXTEND SAME DISTANCE INTO MH #506 AS THE (E) 30" PIPE.
- 3 REMOVE (E) MH's #520 AND 520A AND (E) 18" DIP CONNECTION BETWEEN THESE MH's. INSTALL DIP WITH RESTRAINED JT FTG's TO CONNECT (E) FM's TO (N) SUIPLINE PIPE. SEE FORCE MAIN CONNECTION DETAIL ON SHEET C-3.
- 4 SEE REF DETAIL THIS SHEET FOR (E) MH BASED ON AS-BUILT PLANS AND FIELD OBSERVATIONS.
- 5 DEPTH OF THIS 12"W IS NOT KNOWN. CONTRACTOR TO EITHER SUPPORT THIS LINE LIVE THRU THE SUIPLINE ENTRY PIT, OR INSTALL A CUT-IN GATE VALVE NEAR NORTHBOUND GREENHAVEN RELN SO THIS LINE CAN BE SHUT-OFF THRU THE SUIPLINE ENTRY PIT. IF CONTRACTOR OPTS TO CUT-IN A VALVE, USE EBAA IRON SERIES 2100 MEGA-FLANGE ADAPTERS, OR EQUAL, EACH SIDE OF (N) FLANGED GATE VALVE. PROVIDE RESTRAINED CAP ENDS IF LINE IS TEMPORARILY CUT TO FACILITATE CONSTRUCTION.
- 6 (E) MEDIAN CURB, TYPICAL.
- 7 OD OF (E) 30" VCP
- 8 DEPTH OF (E) 2"G UNKNOWN. UNLESS OTHERWISE APPROVED, SUPPORT LINE THRU SUIPLINE ENTRY PIT.



PN: X14002301 GREENHAVEN DRIVE SEWER FORCEMAIN EXTENSION

PN: X14002301 - GREENHAVEN DRIVE SEWER FORCEMAIN EXTENSION

| REVISIONS | | | |
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| NO. | DESCRIPTION | DATE | BY |
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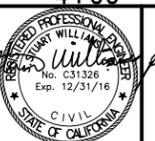
BENCH MARK
ELEV. 2.576'
DESCRIPTION:
HILTI NAIL ON LIGHT BASE ON EAST SIDE OF GREENHAVEN DRIVE 100 FEET NORTH OF RUSH RIVER DRIVE.

FIELD BOOK
SCALE:
H: 1"=20'
V: 1"=2'

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DESIGNED BY: S.S. WILLIAMS
DRAWN BY: R. JORDAN
DATE: 07/2015

CHECKED BY: B. GRANT
R.C.E. NO. C58964
DATE: 07/2015

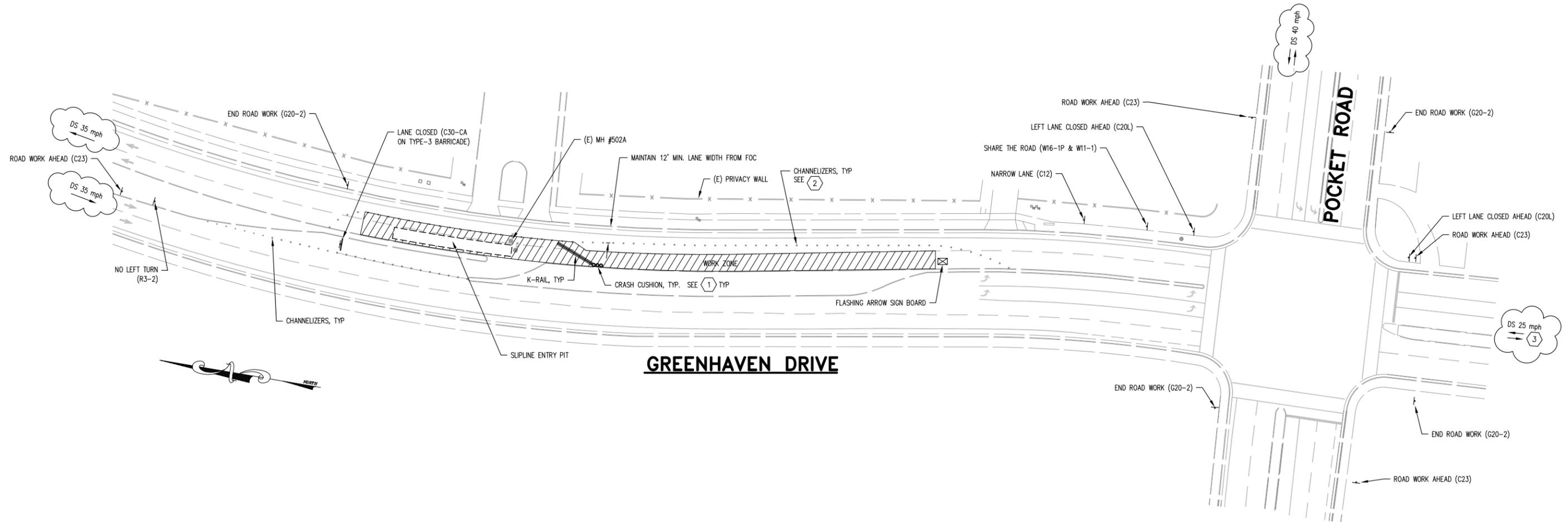


IMPROVEMENT PLANS FOR:
GREENHAVEN DRIVE
SEWER FORCEMAIN EXTENSION
PLAN AND PROFILE

GIS GRID NO. 0012
DWG. NO. **C-1**
SHEET **2** OF **4**
PN: X14002301

NOTES:

- 1 THIS DWG DEPICTS MINIMUM LEVEL SIGNAGE AND LANE CLOSURE ELEMENTS CONTRACTOR IS EXPECTED TO PROVIDE. TRAFFIC CONTROL PLAN SUBMITTAL TO SHOW PLACEMENT LOCATIONS BASED UPON INDICATED DESIGN SPEEDS AND CONTRACTOR'S SLOPE ENTRY PIT DIMENSIONS. RE-SUBMITTAL OF THIS PLAN ALONE FOR TRAFFIC CONTROL WILL NOT BE SUFFICIENT FOR APPROVAL.
- 2 TO FACILITATE TIMELY COMPLETION, CONTRACTOR IS NOT REQUIRED TO HAVE MORE THAN ONE TRAFFIC LANE OPEN ON NORTHBOUND GREENHAVEN DURING NON-WORKING HRS, BUT SHALL, UNLESS OTHERWISE APPROVED BY THE ENGINEER, PROVIDE PEDESTRIAN RATED STEEL PLATES OVER OPEN EXCAVATIONS THAT OTHERWISE WOULD BE AN ATTRACTIVE NUISANCE.
- 3 25 MPH DS ON GREENHAVEN APPLIES SOUTH OF POCKET ROAD ONLY.



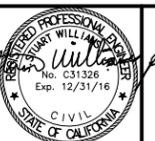
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|---|--------------|
| BENCH MARK | ELEV. 2.576' |
| DESCRIPTION: | |
| HILTI NAIL ON LIGHT BASE ON EAST SIDE OF GREENHAVEN DRIVE 100 FEET NORTH OF RUSH RIVER DRIVE. | |

| | |
|---|-----------|
| FIELD BOOK | SCALE: |
| | H: 1"=40' |
| | V: |
| ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1" | |

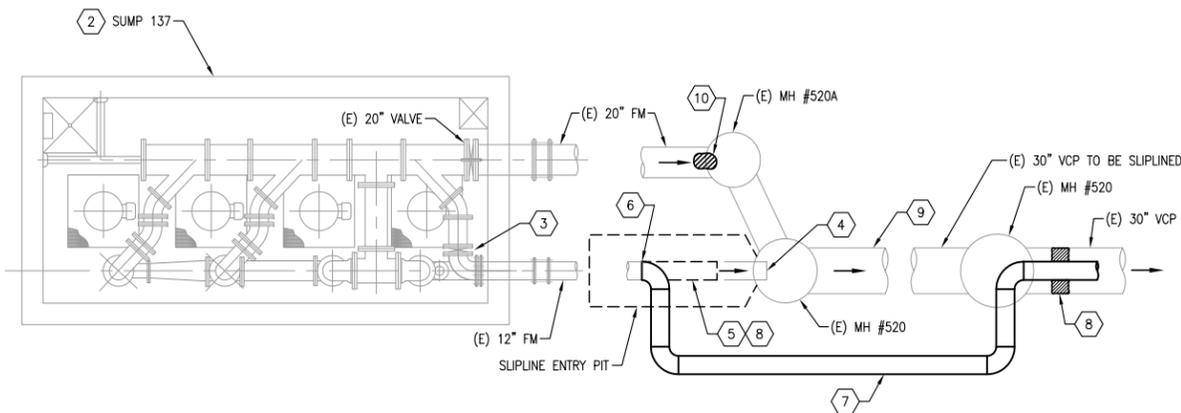
CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

| | | |
|---------------------|---------------------------------|---------------------------------|
| DRAWN BY: R. JORDAN | DESIGNED BY: S.S. WILLIAMS | CHECKED BY: B. GRANT |
| DATE: 07/2015 | R.C.E. NO. C31326 DATE: 07/2015 | R.C.E. NO. C58964 DATE: 07/2015 |



IMPROVEMENT PLANS FOR:
GREENHAVEN DRIVE
SEWER FORCEMAIN EXTENSION
SCHEMATIC TRAFFIC CONTROL PLAN

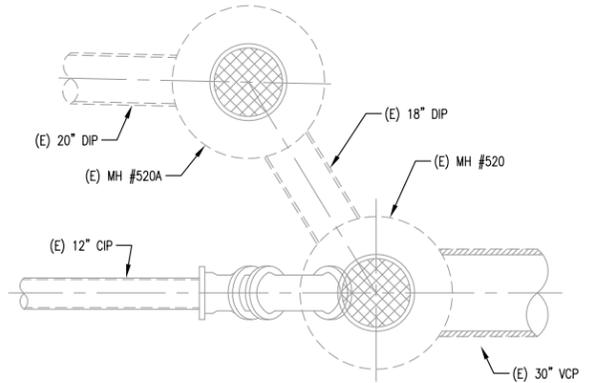
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|-------------------|---------------|
| GIS GRID NO. 0012 | DWG. NO. C-2 |
| | SHEET 3 OF 4 |
| | PN: X14002301 |



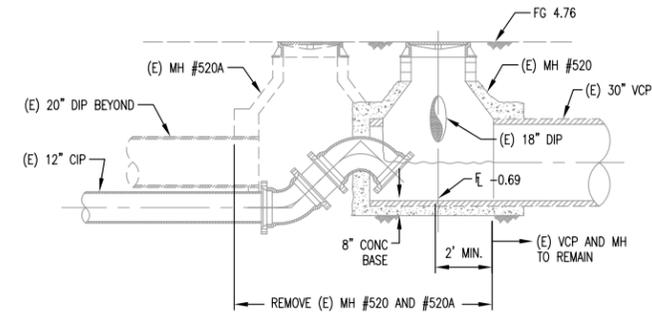
NOTES:

- 1 THIS IS A CONCEPTUAL PLAN OFFERED FOR THE CONTRACTOR'S CONSIDERATION. CONTRACTOR IS NOT REQUIRED TO USE OR FOLLOW THIS PLAN. LAYOUT AND DETAIL FOR ANY SEWER BYPASS IS THE CONTRACTOR'S RESPONSIBILITY.
- 2 THERE IS NO FLOW METER AT SUMP 137. BASE ON METERING NEAR THE DISCHARGE POINT, THE PEAK DRY WEATHER DISCHARGE, INCLUDING GROUNDWATER INFILTRATION IS A NOMINAL 2,800 gpm. AFTER PUMPING DOWN THE WET WELL, THE PUMP CYCLE-ON TIME IS TYPICALLY NO MORE THAN 5 MINUTES.
- 3 CITY STAFF CAN CLOSE 12" FM VALVE AND PUMP DOWN THE WET WELL THRU THE OPEN 20" FM. THIS SHOULD ALLOW 5 MINUTES FOR STEP 4 BEFORE TURNING PUMPS BACK ON.
- 4 CONTRACTOR TO INSERT INFLATABLE PLUG INTO THE 12" FM DISCHARGE ELBOW. THE CITY WILL THEN TEMPORARILY ROUTE FLOW THRU 20" FM FOR STEPS 5-8.
- 5 FIELD LOCATE AND REMOVE A PIPE SECTION FROM THE 12" CIP FM. EXTENT OF REMOVAL TO FIT CONTRACTOR'S SLOPLINE ENTRY DIMENSIONS.
- 6 USE A MEGALUG OR EQUAL RESTRAINED MECHANICAL JOINT (MJ) FITTING TO CONNECT A 90° 12" ELBOW ONTO THE SUMP 137 SIDE OF THE CUT 12" FM.
- 7 FIELD LOCATE BYPASS PIPE (≥ 12" DIA) ALIGNMENT ALONG THE GROUND SURFACE IN THE CLOSED LANE WORK ZONE TO AND DOWN INTO MH #506. USE OF HDPE BYPASS PIPE IS ANTICIPATED.
- 8 CITY STAFF TO AGAIN PUMP DOWN SUMP 137 WETWELL AND HOLD ALL DISCHARGE FOR 5 MINUTES WHILE CONTRACTOR INSTALLS BYPASS PIPING THRU INFLATABLE BYPASS PLUG IN DOWNSTREAM SIDE OF MH #506. CITY STAFF THEN TO OPEN STEP 3 VALVE, LOCKOUT 20" FM VALVE, AND ROUTE FLOW THRU CONTRACTOR'S BYPASS PIPING.
- 9 WHEN BYPASS IS OPERATIONAL, CONTRACTOR TO REMOVE MH'S AS REQUIRED TO INSTALL SLOPLINE AND MAKE FORCE MAIN CONNECTION.
- 10 INSTALL INFLATABLE PLUG. DURING 5/5/15 VALVE TEST, SOME LEAKAGE SEEPED PAST THE (E) 20" VALVE.

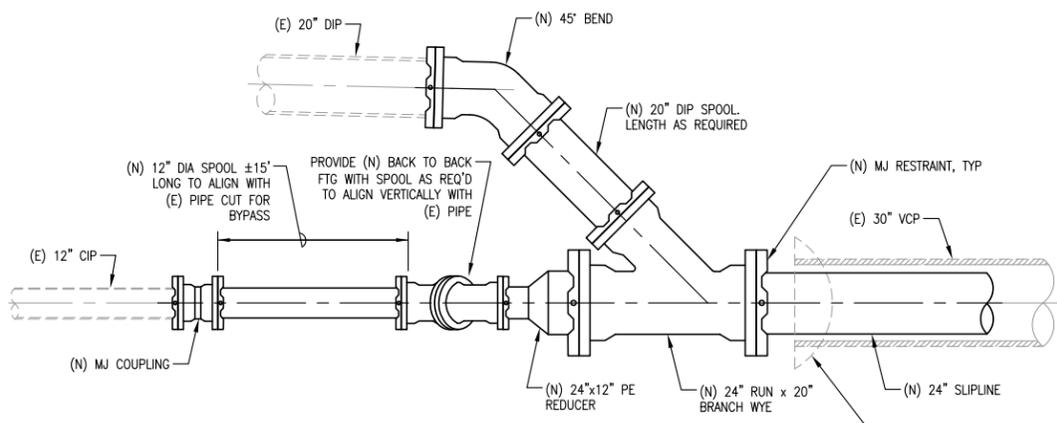
CONCEPT BYPASS PLAN 1
NTS



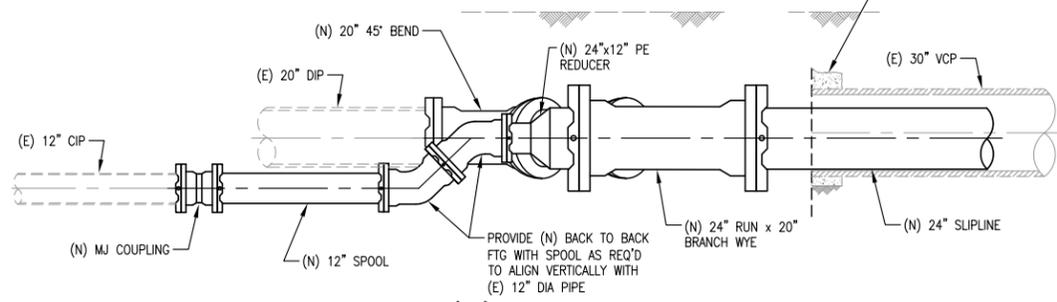
(E) PLAN



(E) PROFILE



(N) PLAN



(N) PROFILE

FORCE MAIN CONNECTION DETAIL
NTS

GREENHAVEN DRIVE SEWER FORCEMAIN EXTENSION
R:\Civil3D Projects\X14002301_Greenhaven Dr SS Force Main Replacement.dwg

PN: X14002301

| REVISIONS | | | |
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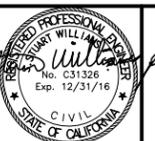
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| FIELD BOOK | SCALE: H: 1"=20' V: 1"=2' |
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CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"

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| DRAWN BY: R. JORDAN | DESIGNED BY: S.S. WILLIAMS | CHECKED BY: B. GRANT |
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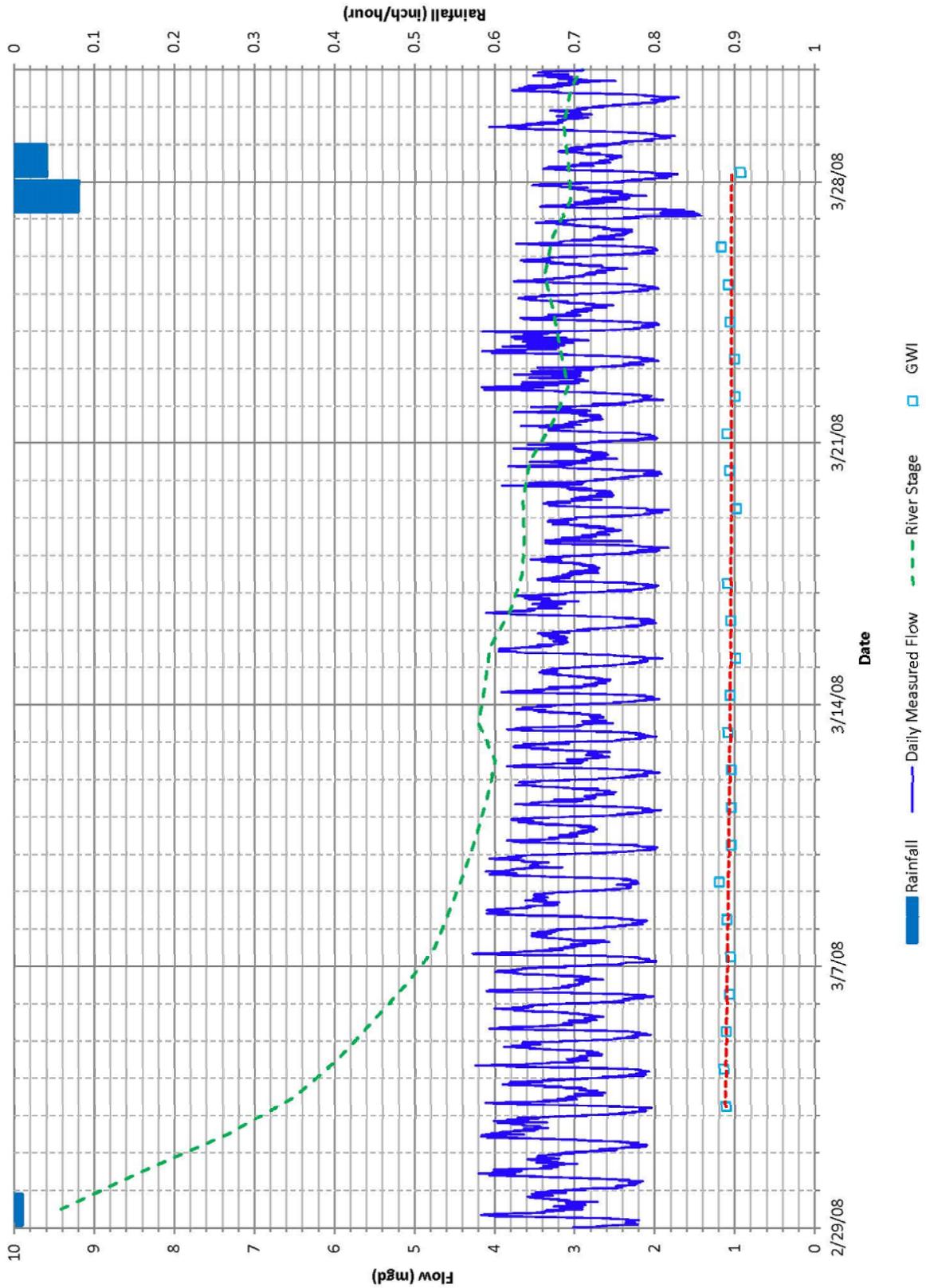
IMPROVEMENT PLANS FOR:
**GREENHAVEN DRIVE
SEWER FORCEMAIN EXTENSION
DETAILS**

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|----------------------|-------------------------------------|
| GIS GRID NO. 0012 | DWG. NO. C-3 |
| | SHEET 4 OF 4 |

APPENDIX A

Sump 137 Flow Data

706UU13 2008



APPENDIX B

Sample Notification Letter

[Distribute 2 working days prior to beginning work]

(CONTRACTOR LETTER HEAD)

Subject: **Greenhaven Dr. Forcemain Extension Project**

Dear Resident,

The City of Sacramento, Department of Utilities, has awarded a construction contract to **(Contractor name)** for the subject project.

Pipeline work is scheduled to begin in your neighborhood on **_____**. During the course of construction, a portion of **_____** will be closed. Our normal work hours are typically between **7 AM to 6 PM**. **Once the work is completed, we will restore and re-open the affected roadway.** The anticipated project completion date is **_____**.

General public and construction crew safety is of primary concern to us and we encourage you to observe the construction signs. We realize this construction project may be a temporary inconvenience and we will strive to minimize the impacts to the residents.

If you have any questions or problems, please contact any one of the project representatives listed below:

Contractor Superintendent: Name: Phone Number

City Inspector: Name: Phone Number

City Inspection Supervisor: Name: Phone Number

City Project Manager: Name: Phone Number

Thank you for your cooperation on this very important project.

Sincerely,

Contractor Representative