Meeting Date: **3/8/2016**

Report Type: Consent

Report ID: 2016-00219

City of SACRAMENTO

11

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Contract: Pipe Bursting Sewer Replacement: Group 2

Location: Districts 5, 6 and 8

Recommendation: Pass a Motion 1) approving the contract plans and specifications for the Sewer Replacement project; and 2) awarding the contract to Bay Pacific Pipelines, Inc., for an amount not-to-exceed $690,638.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Brett Grant, Supervising Engineer, (916) 808-1413; Gary Gulseth, Project Manager, (916) 808-1412, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Engineering & Water Resources

Dept ID: 14001311

Attachments:

1-Description/Analysis

2-Background

3-Location Map

4-Agreement

City Attorney Review

Approved as to Form
Joe Robinson
2/29/2016 5:52:03 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 2/16/2016 5:33:17 PM

Description/Analysis

Issue Detail: Staff recommends Council approve a construction contract with Bay Pacific Pipelines to replace approximately 2,656 feet of deteriorated 6- and 8-inch diameter sanitary sewer pipe using a trenchless pipe bursting method. In addition, existing manholes at pipe launching locations will be replaced, the remaining manholes will be rehabilitated, and active sewer services that do not meet current standards will be replaced.

Policy Considerations: Replacement of aging and deteriorated sewer pipes is consistent with the Department of Utilities (DOU) Capital Improvement Programming Guide to rehabilitate, replace, and expand critical infrastructure to ensure reliability and safety of the City's sewer system. The requested action is in conformance with City Code Chapter 3.60, Articles I and III, which provide that the City Council may award competitively bid contracts to the lowest responsible bidder. Staff will verify, prior to the Notice to Proceed, that the bonds and insurance required for this project are valid.

Economic Impacts: This infrastructure replacement project is expected to create 2.76 total jobs (1.59 direct jobs and 1.17 jobs through indirect and induced activities) and create $426,424 in total economic output ($268,778 of direct output and another $157,646 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 Division, has reviewed the proposed project and has determined that this project is categorically exempt from the California Environmental Quality Act (CEQA) under Class 1 and 2, Section Numbers 15301 and 15302 of the CEQA Guidelines. The project consists of the replacement of existing deteriorated or damaged sewer pipes, manholes, and associated appurtenances to meet current standards of public health and safety where the new structures will be located on the same site as the structure replaced and will have substantially the same purpose and capacity of the structure replaced.

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

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The project was formally advertised for bids on December 28, 2015. The following bids were received on January 27, 2016:

Contractor	Bid Amount
Bay Pacific Pipelines	$690,638
Ranger Pipelines Inc.	$754,618
Pacific Trenchless, Inc.	$774,350
Mocon Corp	$930,346
Nor-Cal Pipelines Services	$1,060,294

The engineer's estimate was $918,022.

Financial Considerations: With a construction cost for an amount not to exceed $690,638, the total project costs for design, inspection, and construction are estimated to be $1,071,120. The Pipe Bursting Sewer Replacement: Group 2 (X14130804, X14130806 and X14010094) has sufficient funding to award the contract and complete the projects.

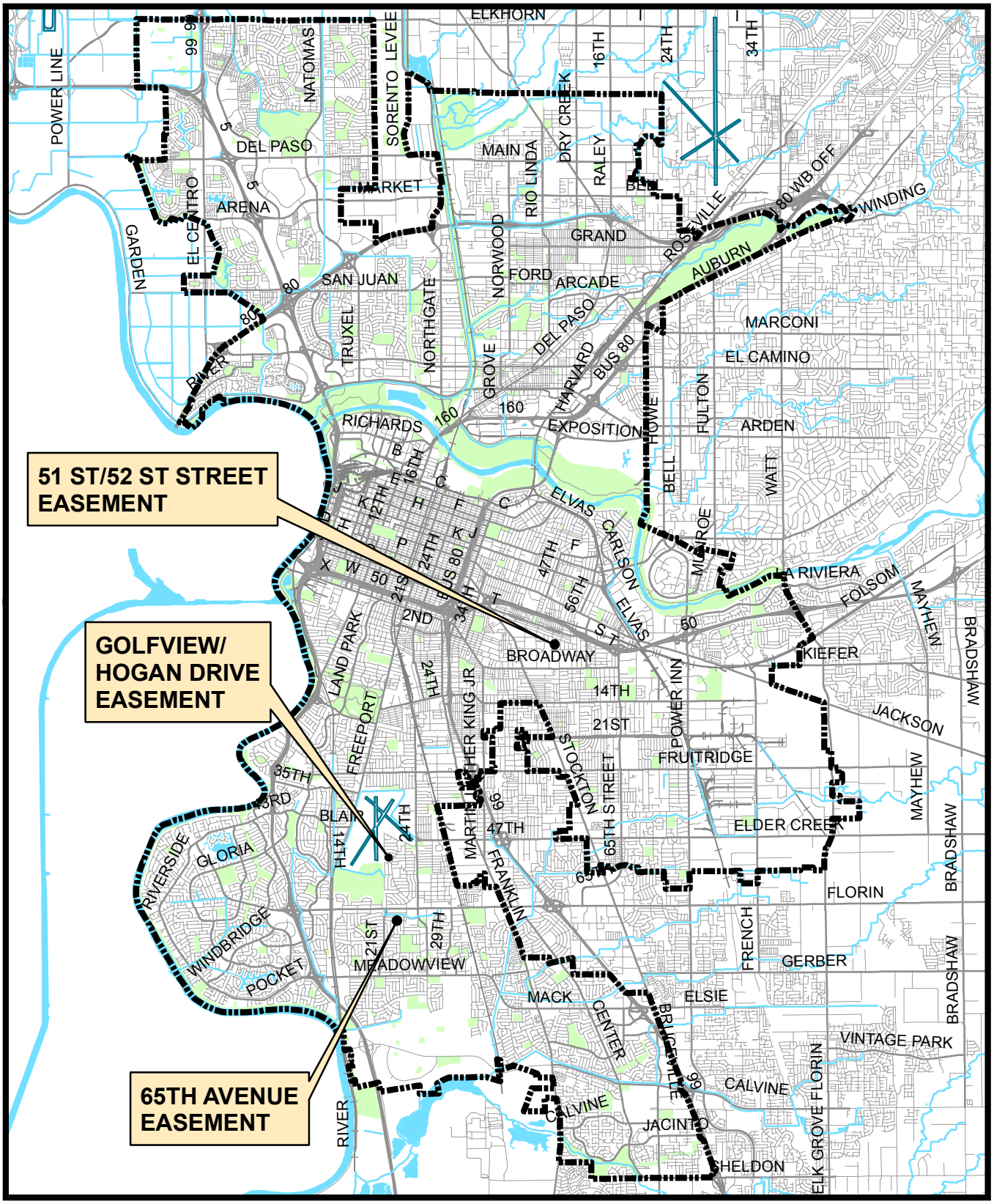
Local Business Enterprise (LBE): Bay Pacific Pipelines is not an LBE, but has partnered with four LBE's (Pace Supply Corporation, Bell Marine Company, Jensen Precast, and Trench Traffic Supply) for this project to meet the minimum LBE participation requirement. These four LBE's will provide pipe, pipe fittings, base rock, manhole materials, and trench shoring supplies.

Background

The proposed project consists of replacing three separate segments of 6-inch and 8-inch diameter vitrified clay (VCP) pipe. The first segment is located in the Golf View Drive easement between 50th and 51st Avenues. The second “L” shaped segment extends through east-west easements running through Benbow Street and Stockdale Street, turning north along easement running through 65th Avenue, 63rd Avenue and terminating near the Anderson Slough. The final segment is located in the 51st/52nd Street easement between 2nd Avenue and V Street. All three segments are located in backyard easements that are difficult to access. As a result, the DOU plans to replace these pipes using trenchless pipe bursting techniques that fracture the existing pipe in-place while at the same time pulling in a new pipe. The three segments were combined into one project to reduce construction costs by economy of scale.

All the pipe segments are in poor condition, require frequent maintenance, and contain multiple cracks and fractures, as well as breaks where voids are visible. There are also fine to medium roots, grease deposits and isolated offset pipe joints along the length of the pipes.

PIPE BURSTING
SEWER REPLACEMENT: GROUP 2
(X14010094)



City of SACRAMENTO
Department of Utilities

City of SACRAMENTO
Department of Utilities

ENGINEERING SERVICES DIVISON

CONTRACT SPECIFICATIONS
FOR

PIPE BURSTING SEWR REPLACEMENT: GROUP 2

PN: X14010094

B16141321019

Engineer's Estimate: 918,023

For Pre-Bid Information Call:

Gary Gulseth
Senior Engineer
(916) 808-1412

No Separate Plans

Bid to be received before 2:00 PM
January 27, 2016
City Hall, Office of the City Clerk
915 I Street, 5th Floor, Public Counter
Sacramento, CA 95814

LBE PROGRAM PARTICIPATION

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Procurement Services at (916) 808-6240, or visit the City of Sacramento's small business web site at: http://portal.cityofsacramento.org/Finance/Procurement/Bid-Information#bidding-options

PIPE BURSTING SEWR REPLACEMENT: GROUP 2
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SPECIAL PROVISIONS

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 Procurement Services at (916) 808-6240, or visit the City of Sacramento's small business web site at: http://portal.cityofsacramento.org/Finance/Procurement/Bid-Information#bidding-options

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 **January 27, 2016** and opened at and read after 2:00 p.m. on **January 27, 2016**, or as soon thereafter as business allows, in the Hearing Room, 2nd Floor Room, in Historic City Hall, for construction of:

PIPE BURSTING SEWR REPLACEMENT: GROUP 2
(**PN: X14010094) (B16141321019)**

as set forth in the Contract Documents.

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
PIPE BURSTING SEWR REPLACEMENT: GROUP 2
(PN: X14010094) (B16141321019)

You can view and download the plans and Contract Documents from:

PLANET BIDS
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 on request. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any construction project of $25,000 or less, or an alteration, demolition, repair, and maintenance project of $15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

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

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

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 also is 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 City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

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.

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 invitation to bid 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.

The Project Manager's contact information is:

Gary Gulseth, Department of Utilities, Engineering & Water Resource Division
1395 35th Avenue, Sacramento, CA 95822
Phone: (916) 808-1412 / Fax: (916) 808-1497/Email: GGulseth@cityofsacramento.org

THE FOLLOWING DOCUMENTS

ARE TO BE COMPLETED AND

SUBMITTED WITH THE BID PACKAGE

Contractor's Name: Bay Pacific Pipelines Inc.
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **January 27, 2016**, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Public Counter, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on **January 27, 2016**, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

PIPE BURSTING SEWR REPLACEMENT: GROUP 2
(PN: X14010094) (B16141321019)

in the City and County of Sacramento, California.

TOTAL BID: Six hundred ninety thousand, six hundred thirty eight ($ 690,638.00).

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
	Golf View/Hogan Dr. Easement (X14130804)				
1	Mobilization & Demobilization	1	LS	$ 10,000.00	$ 10,000.00
2	Preconstruction Photographs	1	LS	$ 2500.00	$ 2500.00
4	8-Inch Sewer Pipe to Burst, 8-Inch Pipe to Replace	726	LF	$ ~~150.00~~ CC 142.00	$ ~~108,900.00~~ CC 103,092.00
5	Launching Pit to Construct	3	EA	$ 1000.00	$ 3000.00
6	Sewer Service to Replace/Reinstate	21	EA	$ 1500.00	$ 31,500.00
7	Utility to Pothole and Expose	40	EA	$ 250.00	$ 10,000.00
8	Manhole to Remove, Manhole No. 3 to Construct	2	EA	$ 4500.00	$ 9000.00
10	Manhole Restoration	1	EA	$ 1500.00	$ 1500.00
13	CCTV Inspection	1452	LF	$ 3.00	$ 4356.00
	Sub-total			Sub Total	$ ~~180,756.00~~ CC 174,948.00
	65th Avenue Easement (X14130802)				
1	Mobilization & Demobilization	1	LS	$ 10,000.00	$ 10,000.00
2	Preconstruction Photographs	1	LS	$ 2500.00	$ 2,500.00
3	6-Inch Sewer Pipe to Burst, 6-Inch Pipe to Replace	999	LF	$ 160.00	$ 159,840.00

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
5	Launching Pit to Construct	6	EA	$ 1000.00	$ 6000.00
6	Sewer Service to Replace/Reinstate	16	EA	$ 1500.00	$ 24,000.00
7	Utility to Pothole and Expose	30	EA	$ 250.00	$ 7500.00
8	Manhole to Remove, Manhole No. 3 to Construct	4	EA	$ 4500.00	$ 18,000.00
9	Manhole No. 3 to Construct	3	EA	$ 4500.00	$ 13,500.00
10	Manhole Restoration	2	EA	$ 1500.00	$ 3,000.00
11	8-Inch Sewer Pipe to Place	125	LF	$ 300.00	$ 37,500.00
12	Pipe Ends to Plug	8	EA	$ 500.00	$ 4000.00
13	CCTV Inspection	1998	LF	$ 3.00	$ 5994.00
				Sub Total	291,834.00
	51st/52nd Street Easement (X14010094				
1	Mobilization & Demobilization	1	LS	$ 10,000.00	$ 10,000.00
2	Preconstruction Photographs	1	LS	$ 2500.00	$ 2,500.00
4	8-Inch Sewer Pipe to Burst, 8-Inch Pipe to Replace	806	LF	$ 170.00	$ 137,020.00
5	Launching Pit to Construct	2	EA	1000.00	2000.00
6	Sewer Service to Replace/Reinstate	33	EA	$ 1500.00	$ 49,500.00
7	Utility to Pothole and Expose	30	EA	$ 250.00	$ 7500.00
8	Manhole to Remove, Manhole No. 3 to Construct	2	EA	$ 4500.00	$ 9000.00
10	Manhole Restoration	1	EA	$ 1500.00	$ 1500.00
13	CCTV Inspection	1612	LF	$ 3.00	$ 4836.00
				Sub-Total	223,856.00

GRAND TOTAL BID: $ 690,638.00

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.

BAY PACIFIC PIPELINES INC.
Bidder

BY: Catherine Carew

Title: President

Address: 314 PACHECO AVE

NOVATO, CA 94947

Date: 1/27/2016

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)

Contractor's Name: _____
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **January 27, 2016**, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Public Counter, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on **January 27, 2016**, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

PIPE BURSTING SEWR REPLACEMENT: GROUP 2
(PN: X14010094) (B16141321019)

in the City and County of Sacramento, California.

TOTAL BID: _____ ($_____).

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
	Golf View/Hogan Dr. Easement (X14130804)				
1	Mobilization & Demobilization	1	LS	$_____	$_____
2	Preconstruction Photographs	1	LS	$_____	$_____
4	8-Inch Sewer Pipe to Burst, 8-Inch Pipe to Replace	726	LF	$_____	$_____
5	Launching Pit to Construct	3	EA	$_____	$_____
6	Sewer Service to Replace/Reinstate	21	EA	$_____	$_____
7	Utility to Pothole and Expose	40	EA	$_____	$_____
8	Manhole to Remove, Manhole No. 3 to Construct	2	EA	$_____	$_____
10	Manhole Restoration	1	EA	$_____	$_____
13	CCTV Inspection	1452	LF	$_____	$_____
	Sub-total			Sub Total	$_____
	65th Avenue Easement (X14130802)				
1	Mobilization & Demobilization	1	LS	$_____	$_____
2	Preconstruction Photographs	1	LS	$_____	$_____
3	6-Inch Sewer Pipe to Burst, 6-Inch Pipe to Replace	999	LF	$_____	$_____

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
5	Launching Pit to Construct	6	EA	$_____	$_____
6	Sewer Service to Replace/Reinstate	16	EA	$_____	$_____
7	Utility to Pothole and Expose	30	EA	$_____	$_____
8	Manhole to Remove, Manhole No. 3 to Construct	4	EA	$_____	$_____
9	Manhole No. 3 to Construct	3	EA	$_____	$_____
10	Manhole Restoration	2	EA	$_____	$_____
11	8-Inch Sewer Pipe to Place	125	LF	$_____	$_____
12	Pipe Ends to Plug	8	EA	$_____	$_____
13	CCTV Inspection	1998	LF	$_____	$_____
				Sub Total	
	51st/52nd Street Easement (X14010094				
1	Mobilization & Demobilization	1	LS	$_____	$_____
2	Preconstruction Photographs	1	LS	$_____	$_____
4	8-Inch Sewer Pipe to Burst, 8-Inch Pipe to Replace	806	LF	$_____	$_____
5	Launching Pit to Construct	2	EA		
6	Sewer Service to Replace/Reinstate	33	EA	$_____	$_____
7	Utility to Pothole and Expose	30	EA	$_____	$_____
8	Manhole to Remove, Manhole No. 3 to Construct	2	EA	$_____	$_____
10	Manhole Restoration	1	EA	$_____	$_____
13	CCTV Inspection	1612	LF	$_____	$_____
				Sub-Total	

GRAND TOTAL BID: $_____

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 the undersigned's receipt of the City's notice that the undersigned will be recommended for Contract award and prior to award of the Contract by the City Council.

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 sixty (60) 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 **One thousand five hundred dollars ($1,500.00) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

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

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

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

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

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$_____not less than ten (10) percent of amount bid.

_____CERTIFIED CHECK

_____MONEY ORDER

_____CASHIERS'S CHECK

✓ BID BOND

FOR CITY USE ONLY

TYPE OF DEPOSIT

- [x] Bid Bond
- [ ] Cashier/Certified Check
- [ ] Other_____

Reviewer's Initials: V.E.

CONTRACTOR

Addendum No. 1 ✓

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Bay Pacific Pipelines Inc

By: Catherine Carew
(Signature)

Title: President

Address: 214 Pacheco Ave
No PO Box – Physical Address ONLY

Novato CA 94947
City STATE ZIIP Code

Telephone No (415) 897-6958

Fax No. (415) 897-1409

Email baypacpipelines@yahoo.com

(Federal Tax ID # or Social Security #)
Under penalty of perjury, I certify that the Taxpayer Identification Number and all other information provided here are correct.

94-3056784

DIR Registration Number: 1000009198

Valid Contractor's License No. 524020, Classification A is held by the bidder.

Expiration date 2/28/2018. Representation made herein are true and correct under penalty or perjury

PN: X14010094 (B16141321019)

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

as Principal, and _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned proposal to the City, for which Proposals are to be opened by the Office of the City Clerk, Historic City Hall, Hearing Room, 2nd Floor, 915 I Street, Sacramento, California, on **January 27, 2016**, for the Work specifically described as follows:

PIPE BURSTING SEWR REPLACEMENT: GROUP 2
(PN: X14010094) (B16141321019)

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

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

IN WITNESS THEREOF, We have hereunto set our hands and seal this _____day of _____, 2016.

_____
PRINCIPAL Seal

By: _____

_____
Title

_____
SURETY Seal

By _____

_____
Title

_____
Agent Name and Address

_____

_____
Agent Phone #

_____
Surety Phone #

_____
California License #

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 th inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name	BAY PACIFIC PIPELINES INC.	**Date**	1/26/2016
Prime Contractor Address	214 PACHECO AVE, NOVATO, CA 94947	**Bid Amount**	$
(REQUIRED) Prime Contractor DIR Registration #	1000009198	**Is Prime LBE?**	Yes (NO)

Business Name	PACE SUPPLY	**Subcontractor DIR Registration # (subject to verification)**	**LBE?**	**Type of Work, Services, or Supplies to be provided to complete contract**	**Estimated Dollar Value of Worl Services or Supplies to be Perforr of Provided**
License Number					
Address	8400 24TH ST.		(Yes) No	PIPE + FITTINGS	$ 37,000.00
City, State, Zip	SACRAMENTO, CA 95816				
Contact Person					
Phone	(916) 386-8347				
Business Name	BELL MARINE CO.	**Subcontractor DIR Registration # (subject to verification)**	**LBE?**	**Type of Work, Services, or Supplies to be provided to complete contract**	**Estimated Dollar Value of Worl Services or Supplies to be Perforr of Provided**
License Number					
Address	28 28th ST.		(Yes) No	BASEROCK	$ 3,500.00
City, State, Zip	SACRAMENTO, CA 95816				
Contact Person					
Phone	(916) 442-9089				
Business Name	JENSEN PRECAST	**Subcontractor DIR Registration # (subject to verification)**	**LBE?**	**Type of Work, Services, or Supplies to be provided to complete contract**	**Estimated Dollar Value of Worl Services or Supplies to be Perforr of Provided**
License Number					
Address	5700 RALEY BLVD.		(Yes) No	MH MATERIALS	$ 2,000.00
City, State, Zip	SACRAMENTO, CA				
Contact Person					
Phone	(916) 991-8800				

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. Th 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 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 t accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

Catherine Carson	President	1/26/2016.

Form Revised

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 th inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name	BAY PACIFIC Pipelines INC.	Date	1/26/2016
Prime Contractor Address	214 PACHECO AVE, NOVATO, CA 94947	Bid Amount	$
(REQUIRED) Prime Contractor DIR Registration #	1000009198	Is Prime LBE?	Yes (No)

Business Name	TRENCH + TRAFFIC SAFETY	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Wori Services or Supplies to be Perforr of Provided
License Number					
Address	2175 ACOMA ST.		(Yes) No	SIGNING	$ 2,500 00
City, State, Zip	SACRAMENTO, CA				
Contact Person					
Phone	(916) 920-3304				
Business Name	NOR-CAL Pipelines	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Worl Services or Supplies to be Perforr of Provided
License Number	935878				
Address	1459 MARKET ST.	1000005777	Yes (No)	CCTV	$ 7,500 00
City, State, Zip	YUBA City, CA 95991				
Contact Person					
Phone					
Business Name		Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Worl Services or Supplies to be Perforr of Provided
License Number					
Address			Yes No		$
City, State, Zip					
Contact Person					
Phone					

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. Th 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 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 t accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

Catherine Carew	President	1/26/2016

Form Revised

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: NONE

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: Bay Pacific Pipelines Inc.

BY: Catherine Carew President Date: 1/26/2016
Signature Title

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

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

QUESTIONNAIRE

NOTICE: **For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.**

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. **Classification & Expiration Date(s) of California** Contractor's License Number(s) held by firm:

   A Exp 2/28/2018

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

   ☐ Yes ☑ No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

   ☐ Yes ☑ No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

   ☐ Yes ☑ No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

   ☐ Yes ☑ No

6. Answer either subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County_within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

☐ Yes ☐ No ☐ Not applicable

OR

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

☐ Yes ☑ No ☐ Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

☐ Yes ☑ No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☑ No

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

☐ Yes ☑ No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: (N/EH) x 200,000, where

N	**=**	**number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)**
EH	**=**	**total hours worked by all employees during the calendar year**
200,000	**=**	**base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)**

☐ Yes ☐ No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☑ No

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of $100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☑ No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☑ No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

☐ Yes ☑ No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of $50,000 or more?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☑ No

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at NOVATO, CA, on 1/26/2016.
(Location) (Date)

Signature: Catherine Carew

Print name: CATHERINE CAREW

Title: PRESIDENT

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $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 directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment “B.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment “C.”

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

BAY PACIFIC PIPELINES INC.
Name of Contractor

214 PACHECO AVE, NOVATO, CA 94947
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.

Catherine Carew
Signature of Authorized Representative

1/26/2016
Date

CATHERINE CAREW
Print Name

PRESIDENT
Title

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

The included employee benefits are:

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

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

You May . . .

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

Construction and Demolition (C&D) Debris Recycling Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C&D Debris Waste Management Plan

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

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

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

A. Building Project Information:

Job Address: _____ Engineering Estimate: _____
Contractor: _____ Phone: _____
Address: _____ Email: _____

B. Briefly describe the project:

_____

_____

_____

_____

_____

C. Materials Required to be Recycled

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

50%
of all debris must be recycled

D. Material Management.

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

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

E. Definitions.

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

1. **Self-haul or self-hauling**: This is when the general contractor or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.

2. **Franchised hauler**: Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.

3. **Source separation**: This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.

4. **Mixed C&D debris**: This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.

5. **Certified Mixed C&D Sorting Facility**: See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

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

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

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

Franchised Haulers

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

Recyclers*

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

Recovery Stations & Landfills

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

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

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

C&D Debris Waste Log

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

Project address: _____

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling
Amount: Indicate the weight. If weight is not known, put volume.

.

Green Contracting Survey
(Voluntary)

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

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

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

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary

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

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

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

	City Bid Information
Department	
Project #	
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.
c) Electronic version available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

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

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

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

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

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

	City Bid Information
Department	
Project #	
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.
c) Electronic version is available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

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

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

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS FOR PUBLIC PROJECTS OF $100,000 OR MORE

(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

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

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

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

II. LBE QUALIFICATION

A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
    a. The LBE's principle business office or workspace; or
    b. The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.

C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.

B. Participation Credit: To receive credit for participation:(1) a LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) a LBE supplier must furnish materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.

C. Suppliers: Credit for a LBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

D. Subcontractors (including truckers): To receive credit for a LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

- Truckers: Credit for a LBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials, equipment, or supplies being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

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

Not later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may

be required by City, to determine compliance with any provision of the LBE program or these specifications.

B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials, equipment, and supplies for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material, equipment, or supplies from other sources. Reasons for requesting such authorization would include:

1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed LBE becomes bankrupt or insolvent.

3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.

4. The work performed or the materials/equipment/supplies provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.

5. It would be in the best interest of the City.

C. Subcontractor Substitution: No substitution of a LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If a LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject LBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a hearing to contest the proposed deduction. Upon receipt of a timely written

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

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

V. DEFINITIONS

A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento or unincorporated county of Sacramento.

B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.

C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.

D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.

E. Proposal: Any response to a City solicitation for Proposals or Qualifications.

F. Bid: Any response to a City solicitation for bids.

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

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

Bay Pacific Pipelines, Inc
Bidder

BY: Catherine Crew

Title: President

Address: 214 Pacheto Ave

Navato, Ca 94947

Date: 2-25-2016

PLEASE READ CAREFULLY BEFORE SIGNING

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

1. An individual using a firm name, sign: "John Doe, and individual doing business as Blank Company".

2. An individual doing business under his own name, sign: Your name only.

3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, Co-Partner".

4. A corporation, sign: "Blank Company, by John Doe, Secretary". (Or other title)

AGREEMENT
(Construction Contract Over $25,000)

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

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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

The Notice to Contractors
The Proposal Form submitted by the Contractor
The Instructions to Bidders
The Local Business Enterprise (LBE) Requirements
The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
The City's Reference Guide for Construction Contracts
The Addenda, if any
This Agreement
The Standard Specifications
The Special Provisions
The Plans and Technical Specifications
The drawings and other data and all developments thereof prepared by City pursuant to the Contract
Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

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

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

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

PIPE BURSTING SEWR REPLACEMENT: GROUP 2 (PN: X14010094)

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

_____

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

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

6. PROGRESS PAYMENTS

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

A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-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 phase "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 **sixty (60) 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 **one thousand five hundred dollars ($1,500.00) for each calendar day** after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

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

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

C. 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 2-25-2016

BY Catherine Carew

CATHERINE CAREW
Print Name

PRESIDENT
Title

BY _____

Print Name

Title

94-3056784
Federal ID#

354-6513-7
State ID#

1023773

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

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

CITY OF SACRAMENTO
a municipal corporation

DATE: _____

BY: _____
For: John F. Shirey, City Manager

Original Approved As To Form:

_____
City Attorney

Attest:

_____
City Clerk

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

CONTRACTOR

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

DATE _____

BY_____

_____
Print Name

_____
Title

BY_____

_____
Print Name

_____
Title

_____
Federal ID#

_____
State ID#

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

Type of Business Entity *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____Other (*please specify:*_____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: John F. Shirey, City Manager

Original Approved As To Form:

Attest:

_____
City Attorney

_____
City Clerk Date

CITY OF SACRAMENTO **Bond #:_____**
PERFORMANCE BOND **Premium: _____**
Department of Utilities

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

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

PIPE BURSTING SEWR REPLACEMENT: GROUP 2
(PN: X14010094) (B16141321019)

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.
SIGNED AND SEALED on _____, 2016.

_____
(Contractor) (Seal)

By _____

Title _____

ORIGINAL APPROVED AS TO FORM:

_____
City Attorney

_____
(Surety) (Seal)

By _____

Title _____
Agent Name and Address _____

_____
Agent Phone # _____
Surety Phone # _____
California License # _____
Surety Email: _____

CITY OF SACRAMENTO
PAYMENT BOND
Department of Utilities

Bond No: _____
Premium: _____

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

hereinafter called Contractor, a contract for construction of:

PIPE BURSTING SEWR REPLACEMENT: GROUP 2
(PN: X14010094) (B16141321019)

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.
SIGNED AND SEALED on _____ 2016.

_____
(Contractor) (Seal)

By _____

Title _____

ORIGINAL APPROVED AS TO FORM:

_____
City Attorney

_____
(Surety) (Seal)

By _____

Title _____
Agent Name and Address _____

_____
Agent Phone # _____
Surety Phone # _____
California License # _____
Surety Email: _____

Effective 7-1-12

CALIFORONIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS PROJECTS

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

http://www.dir.ca.gov/dlse/dlsePublicWorks.html

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. 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.
☐ 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)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester'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/fw9*.

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.

TAXABLE YEAR

CALIFORNIA FORM

2016 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent

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.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to **ftb.ca.gov** and search for **privacy notice**. To request this notice by mail, call 800.852.5711.

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.

Type or print payee's name and title _____ Telephone (_____)_____

Payee's signature ▶ _____ Date _____

TAXABLE YEAR **2016**

Nonresident Withholding Allocation Worksheet

CALIFORNIA FORM **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 only goods or materials (no withholding required, skip to Certification of Nonresident Payee)

☐ Provides goods and services in California (see Part IV, Income Allocation)

☐ 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: $1,500.00

Backup withholding threshold amount: $0.00

Certification of Nonresident Payee

Sign Here

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to **ftb.ca.gov** and search for **privacy notice**. To request this notice by mail, call 800. 852.5711.

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

SPECIAL PROVISIONS

CITY OF SACRAMENTO

SPECIAL PROVISIONS
FOR
PIPE BURSTING SEWER REPLACEMENT,
GROUP 2
(X14010094)

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SPECIAL PROVISIONS
FOR
PIPE BURSTING SEWER REPLACEMENT,
GROUP 2
(X14010094)

SECTION 1 – GENERAL CONSTRUCTION REQUIREMENTS

1.01 Location, Scope of Work

These Special Provisions cover, in general, the replacement of several sewer pipe segments located in streets and backyard easements using pipe bursting techniques. Additional work includes replacing and reconnecting sewer services, restoring manholes, and other associated work. Contractor shall provide all labor, materials, tools and equipment, and shall perform all work necessary to complete the subject project as shown on the improvement plans (Plans) and as specified herein.

The locations for this group are as follows:

1. Golf View/Hogan Dr. Easement Sewer Replacement, 50th to 51st St
2. 65th Ave/Benbow St. Easement Sewer Replacement
3. 51st/52nd St. Easement Sewer Replacement, 2nd Ave to V. St.

Please note that the 51st/52nd Easement pipeline segments to be bursted are combined sewer facilities that convey both drainage and sanitary sewer flows. The pipeline segments in the other two projects are within the separated sanitary sewer system.

1.02 Specifications

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

1.03 Time of Award

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

1.04 Providing Bonds and Surety

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

1.05 Interpretation of Contract Documents

Questions from bidder's concerning the interpretation of any portion of the contract documents may be directed to Gary Gulseth of the City of Sacramento, Department of Utilities, 1395 35th Ave, Sacramento, California, 95822, phone (916) 808-1412. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer at least 7 calendar days prior to the bid opening date.

1.06 Proof of Compliance with Contract

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

1.07 Shop Drawings & Submittals

In accordance with Section 5-7 of the Standard Specifications, Contractor shall prepare and submit for review 5 copies of the following shop drawings and submittals:

1. Detailed construction procedures and layout plans to include pipe bursting method; sequence of construction; insertion pit(s) size and locations; method to reconnect and restore sewer services; joining plan; equipment storage area; surface heave/settlement plan, etc.
2. Contractor qualifications: The Contractor shall submit a statement of qualifications, in conformance with the submittal requirements included herein, that demonstrates that the Contractor's on-site foreman has a minimum three years of pipe bursting experience and has successfully completed at least five similar projects. Submittal shall include length, host pipe size, replacement pipe size and contact information that will allow confirmation of qualification statement.
3. Certifications: The Contractor shall submit certifications of training by the pipe bursting systems manufacturer stating that their operators have been fully trained in the use of the pipe bursting equipment. Certifications of training from the pipe fusion manufacturers shall also be submitted stating that the operators have been

fully trained in the use of the fusion equipment.

4. Manufacturer's technical data showing complete information on material composition, physical properties and dimensions of the new pipe and fittings. Manufacturer's recommendations for transport, handling, storage, and repair of pipe and fittings shall be included.
5. Manufacturer's data regarding lubrication (if used along with MSDS sheets); concrete and asphalt-concrete (AC) mix design (manholes and paving); manhole restoration materials; sewer service clean-out assembly; and new manhole materials and assembly.
6. Construction schedule.
7. Contingency plan for the following potential concerns:
   a) Unforeseen obstruction(s) causing burst stoppage, such as unanticipated change(s) in host pipe material, repair section(s), concrete encasement(s), buried or abandoned manhole(s), or changes in direction not depicted on the Plans.
   b) Damage to existing water main and water service connections and methods of repair.
   c) Damage to other existing utilities.
   d) Loss of and return to line and grade.
   e) Excessive soil heaving or settlement.
8. Traffic control plan.
9. Water quality control plan.
10. Temporary diversion, bypass, or impoundment plans and methods (submit at least 10 days prior to starting work). Include equipment to be utilized.
11. Public notification plan.
12. Surface restoration plan (backyards/streets).
13. Record drawings (upon completion of work).
14. Any other items.

All submittals shall be reviewed and approved prior to starting work unless otherwise approved by the Engineer.

Contractor is advised that at the Engineer's discretion, the above list may be expanded to include additional items to which Section 5-7 of the Standard Specifications will apply. Contractor shall keep one copy of the approved Traffic Control Plan and the Water Quality Control Plan at the construction site at all times.

1.08 Project Signs

Prior to beginning any onsite work the contractor shall install a total of 2 project signs. The signs shall be supplied by the City and are approximately 30-inches by 54-inches. Location and height of sign installation shall be as directed by the Engineer. In general, the signs shall be installed a minimum of seven (7) feet and maximum of ten (10) feet above surrounding grade. If acceptable to the Engineer an existing sign post may be used, otherwise, the Contractor shall be required to install a new post. Each sign and post installed by the Contractor shall be removed at the end of the project and the sign returned to the City.

1.09 Manufacturer's Instructions

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

1.10 Project Scheduling

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

Weekend work will be done in accordance with Section 7-4 of the Standard Specifications.

1.11 Record Drawings

The Contractor shall maintain a neat and accurate marked set of record drawings showing the final locations and layout of piping and conduit; structures; and other facilities. Drawings shall be kept current weekly, with all work instructions and change orders, and construction adjustments. Installed cleanouts shall be dimensioned to the nearest property line or be assigned stations to the nearest foot. Drawings shall be subject to the inspection of the Engineer at all times and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Pipe material shall be added to drawing, if not denoted on contract drawings.

The Contractor and/or fusion provider shall submit fusion reports for each fusion joint performed on the project, including joints that were rejected. Submittals of the Fusion Technician's joint reports are required as requested by the Engineer.

Specific requirements of the Fusion Technician's joint report shall include:
(a) Pipe or fitting size and DR or pressure class rating
(b) Fusion equipment size and identification
(c) Fusion Technician Identification
(d) Job Identification Number
(e) Fusion Number
(f) Fusion joining parameters
(g) Ambient Temperature conditions

Prior to final acceptance of the work, the Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings accurately showing the information required above.

Record drawings shall be submitted and approved by the Engineer in accordance with Section 1.07 of these Special Provisions.

1.12 Materials and Equipment

The Contractor is responsible for the care and protection of all materials and equipment until the completion and final acceptance of the work, in accordance with Section 5-15, 5-16, 5-17, 5-18, 5-21, and 5-22 of the Standard Specifications and these Special Provisions. *PVC pipe manufactured by JM Pipe or PW Eagle Pipe will not be allowed.*

1.13 Permits

The Contractor shall obtain a permit from the division of occupational safety and health prior to any trenching excavation five feet or more in depth. A copy of this permit shall be available at the construction site at all times.

1.14 Permanent Survey Monuments

The Contractor is responsible for verifying that arrangements have been made for preserving and/or perpetuating all permanent survey monuments affected by the work, in accordance with Section 5-6 of the Standard Specifications.

1.15 Administrative Penalty Ordinance

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

Working hours for the City's "Primary Streets"
Traffic control plan requirements
Access to private property
Maintenance of construction areas
Maintenance of traffic, public safety and convenience
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.

1.16 Water Quality Control

The Contractor shall be responsible for the requirements consisting of regulations

contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit, issued to the City and in accordance with Section 16 of the Standard Specifications.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. The Contractor shall not begin work until an accepted ESC Plan is on file with the Engineer.

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

1.17 Project Closeout

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

1.18 Payment

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

END OF SECTION

SECTION 2– PUBLIC CONVENIENCE & PROTECTION OF EXISTING CONDITIONS

2.01 Public Right-of-Way and Easements

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

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

2.02 Existing Facilities

Protection and maintenance of existing utilities shall meet the applicable requirements of 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, CCTV reports, and visual inspection, 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.

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

Prior to cutting pavement, Contractor shall notify Underground Service Alert (USA) (800-227-2600) per Section 6-19 of the Standard Specifications and shall bring to the Engineer's attention any possible conflicts. The Contractor is expected to "pothole" existing underground utilities a minimum of ten (10) working days in advance at any location where an existing utility may be in conflict or interfere with the proposed work or may be impacted by the pipe bursting operations.

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

2.03 Coordination of Work

The Contractor shall cooperate and coordinate regularly with the residents and business owners along or adjacent to the existing pipeline alignment during the course of construction and shall minimize impacts to the residents and business owners.

The Contractor shall coordinate construction activities with the adjacent residences and businesses. The cost of coordination shall be included in those bid items the Contractor deems appropriate.

2.04 Maintaining Water, Sewer & Drainage Flows

The Contractor shall be responsible for 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.

The Contractor is notified that the 51st/52nd Street Easement main to be replaced is a combined sewer (CS) main that conveys storm drainage and sanitary sewer flows and as such is subject to rapid fluctuations in flows during wet weather. The Contractor shall be responsible for maintaining existing separated and combined sewer flows until new improvements are complete and functioning. The cut sewer services shall be replaced or repaired by 5:00 PM of the same day, and shall be constructed per Standard Drawing S-260 & S-265.

The Contractor shall be responsible for maintaining existing drainage flow in the 51st/52nd Street Easement main until the final completion of the project.

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

2.05 Work Performed by City Crews

The Contractor is advised that the City retains the option of performing with City crews all or a portion of any work involved in relocating, repairing, or otherwise restoring existing separated and combined sewer, and water systems and services to developed properties within the limits of the project that may be in conflict with the proposed project improvements. Any such work performed by City forces will be at the discretion and convenience of the City. All work performed and materials provided by the City will be paid for by the Contractor or removed from this contract at no additional cost to the City.

2.06 Existing Site Conditions

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

2.07 Handling and Removal of Hazardous or Contaminated Materials

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

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

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

1. All work is to be completed in accordance with the following regulations and requirements:
   a. Chapter 6.5, Division 20, California Health and Safety Code.
   b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials.
   c. City of Sacramento Building Code and the Uniform Building Code , 1994 edition.

2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.

3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. No payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

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

2.08 Health and Safety

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

Because of the danger of solvents, gasoline, and other hazardous material in the existing sewers, these areas shall be considered hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall be aware of these dangers and shall take

the necessary measures to assure his personnel observe proper safety precautions when working in these areas.

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

2.09 Public Notification of Work

The Contractor shall notify property owners and/or tenants adjacent to the project limits in writing ten (10) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, seven (7) days a week. See sample notification letter in the Appendix.

2.10 Maintenance of Traffic, Public Safety and Convenience

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

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

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

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

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

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

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

1. The Contractor shall not cause public rights-of-way, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Areas affected by the construction, must be cleaned to the satisfaction of the Engineer prior to re-opening to the public.

2. Trench plate and temporary resurfacing plans shall be submitted to the Engineer for review and approval prior to using trench plates for more than three (3) calendar days in one location and temporary surfacing for more than five (5) calendar days in one location.

3. The Contractor shall provide access to all existing driveways at all times except when excavation is in progress, when forms are in place, when concrete or asphalt is being placed or unless other arrangements are made with the property owner. The Contractor shall take precautions so as not to entrap vehicles on private property during the progress of the work. Driveways may be closed only during normal working hours and only after giving property owners a minimum of twenty-four (24) hour's notice in advance of the closure. Access for emergency vehicles shall be available on all streets within the construction area at all times.

4. Rear access to buildings and existing parking areas behind buildings shall be maintained. If arrangements have been made with property owners, the Contractor may close such access for a limited time. Contractor shall give property owners forty-eight (48) hours notice in advance of the closure.

5. Provide for pedestrian traffic at all times except where closures are approved in advance by the Engineer.

6. At least one (1) lane of traffic shall be maintained at all times in the street. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid - resistant steel plates or other approved methods shall be

used to cover all open excavations in the roadway during non-working hours for the entire project.

7. Standard City work hours are 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.

9. At night and at other times when work is not in progress, the entire roadway and alley shall be open to the public for pedestrian and vehicular traffic or access returned to prior-to-project-construction status.

All signs and street marking damage caused by or related to the construction of this project shall be replaced in kind by the Contractor. In the case of partial damage to lane stripes and traffic lettering the whole stripe or marking in its entirety shall be replaced. Temporary markings and striping shall be installed within 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 808-1777, or fax at 277-1772.

2. Fire Department Communications Center one (1) working day prior to closure by calling 228-3035 or fax at 228-3082.

3. City Traffic Engineering Services five (5) working days prior to closure by calling 808-5307.

4. City Solid Waste Division five (5) working days prior to closure by calling 808-4952 or fax at 808-4999. The Contractor shall also coordinate with the property owners all relocations of trash receptacles necessary to maintain garbage collection.

4. Street Parking five (5) working days prior to closure by calling 808-5579 or fax at 808-7501.

5. Regional Transit five (5) working days prior to closure by calling Lynn Cain at 321-5375 or fax at 557-4541.

At a minimum, the information faxed shall include:

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

2.11 Removal of Street Parking

In locations where the Contractor's operations require removal of on-street parking, such removal shall be in accordance with Section 6-18 of the Standard Specifications.

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

Contractor shall submit an application to reserve/remove on-street parking at least ten (10) working days prior to closure. Prior submitting an application, contact the City on-street parking division to estimate parking closure fees. See the following website link for further details:

http://portal.cityofsacramento.org/Public-Works/Parking-Services/Meters/Reservations.

2.12 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with the requirements of Section 2 shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate and no additional compensation will be allowed.

END OF SECTION

SECTION 3 – GENERAL SEWER CONSTRUCTION REQUIREMENTS

3.01 Trench Excavation and Backfill

Excavation and backfill in all streets and backyards shall meet the applicable requirements of Sections 10, 14 and 26, Standard Detail T-80 of the Standard Specifications and these Special Provisions. If specified in these Special Provisions, pipe shall be backfilled using Controlled Density Fill (CDF), in accordance with Section 10-16 of the Standard Specifications, and as directed by the Engineer. Slurry cement backfill will not be allowed.

3.02 Pavement Cutting and Surface Restoration

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

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

The Contractor shall restore all backyard landscaping and other improvements damaged or disturbed by construction operations. Precautions shall be taken to protect and prevent damage or disturbance to landscaping and other improvements adjacent to or near the sewer service excavations or other construction excavations throughout the construction period. Improvements include, but are not limited to, existing pavements, patios, decks, pools, sidewalks, walls, irrigation systems and other underground utilities. Contractor shall be responsible for repairing damaged or disturbed landscaping and other improvements to as good as pre-construction conditions at the Engineer's option. Concrete/hardscape surface replacement shall be to the nearest score line and shall match the existing adjacent surface.

3.03 Temporary Paving

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

3.04 Flow Control

Flow Control is a method or set of methods used to adjust the flow in a separated and combined sewer system to allow for replacement, placement, repair, inspection, and maintenance of the combined sewer system. This item is accomplished by either

blocking or plugging the incoming pipelines to restrict flow and/or through the use of pumps to bypass flow around the work area until the work is complete.

Per Section 13 of the Standard Specifications, the Contractor shall furnish all materials, labor, equipment, power, maintenance, etc. to implement the flow control system (if necessary) and control or divert the flow around and/or through the work area for the duration of the work. The design and installation of the system(s), as well as the operation of a temporary bypass pumping system (if necessary) shall be the Contractor's responsibility.

The Contractor shall submit a flow control plan to the Engineer for approval a minimum of ten (10) working days prior to controlling flows and shall not begin work until an approved plan is on file with the Engineer. As a minimum, the flow control plan shall include the following:

a. Detailed procedures for handling peak estimated flows
b. Schedule for controlling flow at different stages of the construction
c. Operation plan
d. Emergency procedures
e. Drawing of plug(s), bypass pump and discharge pipeline locations (if necessary)
f. Bypass pump sizes, capacities, number of each size to be on site, and power equipment (if necessary)
g. Bypass pipeline sizes and material types (if necessary)
h. Bypass pipeline locations and/or road crossing details (if necessary).

<u>Plugging or Blocking</u>

If the contractor elects to temporarily plug or block the existing separated or combined sewer system pipes, the following conditions presented herein shall be included in the flow control plan and implemented during construction.

a. Temporary plugs shall be so designed that all or any portion of the flow can be released. Flow shall be restored by removing the plugs in a way that permits flow to slowly return to normal without surcharging or causing other disturbances downstream.

b. Temporary plugs shall be removed and the flow restored to normal at the end of each working day. If downstream work is not or cannot be completed during the workday, then the Contractor shall provide, operate and maintain a bypass pumping system per these Special Provisions on a 24 hour basis.

c. The contractor shall monitor the water level in the impounded system no less than every 15 minutes for the first hour, and every hour thereafter. Observations shall be documented. Immediate action shall be taken to avoid outflows onto City streets.

d. Temporary plugs shall be mechanical plugs with rubber gaskets or pneumatic plugs with rubber boots.

e. All temporary plugs inserted within the combined sewer shall be removed if rainfall is forecasted for Sacramento as likely (over 40% probability) within 24 hours by the National Weather Service or if otherwise directed by the DOU.

Pumping and Bypassing

If the contractor elects to pump and bypass flows or if temporary plugging is not feasible because downstream work is not or cannot be completed during the workday, then the Contractor shall provide, operate and maintain a bypass pumping system provided the conditions presented herein are included in the flow control plan and implemented during construction.

a. The contractor shall obtain approval and secure all permits for placement of temporary bypass pumping system and pipeline within public right-of-way.

b. The Contractor shall be responsible for furnishing the necessary equipment, power, labor, and supervision to set up and operate the pumping and bypassing system in order to maintain existing flows and services. All equipment shall be operated in a manner to keep the pump noise to a minimum and in accordance with the City noise ordinance. Electric pumps or diesel silent pack pumps shall be used. No other type of pump will be acceptable without prior approval of the Project Engineer.

c. Pumped sewage or combined sewage shall be in an enclosed pipe that is adequately protected from traffic, and shall be redirected into the separated or combined sewer system or alternatively into an enclosed tank for hauling to the regional wastewater treatment plan. Dumping or free flow of sewage on private or public property, gutters, streets, sidewalks, or into storm sewers is prohibited.

d. Bypass pumps shall be fully automatic, self-priming units that do not require use of foot valves or vacuum pumps in priming system. Pumps shall be of open impeller design with ability to pump minimum 3-inch diameter solids. Pumps shall be able to run dry for long periods of time to accommodate the cyclical nature of flows. A standby pump, one of each size, shall be available on site.

e. The Contractor shall provide the necessary stop/start controls for each pump.

f. The Contractor shall include one stand-by pump for each size to be maintained on site. Back-up pumps shall be on-line and isolated from the primary system by a valve.

g. In order to prevent the accidental spillage of flows, all discharge systems shall be temporarily constructed of a secure, tight, leak free discharge pipe. Aluminum “irrigation” type piping or glued PVC pipe will not be allowed.

h. The Contractor shall be responsible for reconnecting the sewer service to each facility connected to the section of sewer main during the execution of the work, and shall also bypass the main sewer flow around the pipe to be replaced or into adjacent sewers as necessary.

i. The pumps and the bypass lines shall be of adequate capacity and size to handle all flows without backup to private property.

j. The Contractor shall perform leakage tests of the bypass pumping discharge piping using clean water prior to operation.

k. The Contractor shall inspect the bypass pumping system no less than once every 2 hours to ensure that the system is working correctly. The Contractor shall ensure that the temporary pumping system is properly maintained and a responsible operator shall be on hand at all times when the pumps are operating.

l. Before the bypass pumping system is dismantled, either to be moved to the next location or at the completion of the work, discharge sewage remaining in the bypass discharge pipeline and pumping equipment into the working separated or combined sewer.

m. Upon completion of the bypass pumping operation, disturbed areas shall be cleaned and restored to a condition which is at least equal to or better than the condition which existed prior to the start of work.

n. All temporary plugs and the bypass pumping system installed within the combined system shall be removed if rainfall is forecasted for Sacramento as likely (over 40% probability) within 24 hours by the National Weather Service or if otherwise directed by the DOU.

Precaution and Performance Requirements

Whenever flows in a sewer line are blocked, plugged or bypassed, sufficient precautions shall be taken to protect the separated and combined sewer lines from damage that might be inflicted by excessive sewer surcharging. Further precautions shall be taken to ensure that flow control operations do not cause sewer backups into buildings, flooding or damage to public or private property being served by the separated and combined sewers involved. The Contractor shall be responsible for damages to private or public property that may result from the flow control operations. The Contractor shall be responsible for any violations of laws, regulations or permits and shall indemnify and hold the City harmless from any and all damages, including but not limited to fines, penalties and law suits which arise from such violations.

If the storage capacity of the upstream separated or combined sewer main(s) is not adequate to store the flow during the duration of the work or if the sewer main is to be shut down for a period greater than 10 hours, then the Contractor shall provide

adequate bypass pumping so that there is no interruption in the flow through the duration of the work. Therefore, the Contractor shall provide, maintain and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units) as necessary to intercept the flow before it impacts the work area, carry it past the work area and return it to the existing separated or combined sewer system downstream of the work.

Discharge of sewage onto private or public property, gutters, streets, sidewalks or storm drains shall not be permitted.

3.05 Closed Circuit Television Inspection of Pipes

Closed circuit in-line television (CCTV) inspection of the existing pipes shall be performed by the Contractor prior to the pipe bursting operations. The purpose of performing a pre-construction inspection is to verify that pipe conditions are suitable for pipe bursting and to verify the location and number of services connected to the existing pipe. The Contractor shall also perform a post-construction CCTV inspection of the new pipe after all services have been installed and backfill compaction has been completed, but prior to final paving.

Prior to closed circuit in-line television (CCTV) inspection, 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 or access points within the project limits.

The 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 flow control, cleaning and CCTV inspection operations. It shall be the Contractor's responsibility to coordinate the CCTV inspection with the Engineer.

Perform all CCTV inspection in accordance with NASSCO's Pipeline Assessment Certification Program (PACP). All construction features, observations, and defects shall be identified, coded and scored per PACP guidelines and documented on the inspection video and report. CCTV inspections shall be conducted entirely in digital format and shall be recorded in MPG or AVI format written to DVD or flash drive and shall be compatible with the Granite XP software (version 4.6.10 or City's current version). All CCTV inspection reports shall be within +/- 2 (two) feet of the measured linear footage along the existing pipe centerline from the center of manhole to the center of manhole or access point.

The documentation of the work shall consist of the CCTV video, PACP CCTV Reports, and the unmodified PACP database. The database shall contain PACP scoring for each inspection observation and defect and shall be compatible with the City's current version of Granite XP software. The documentation shall note important features encountered during the inspection. 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, service connection, etc., but should not, at any time, be faster than 30 feet per minute.

The CCTV camera shall be centered in the pipe to provide accurate distance measurements to provide exact locations of important features in the pipe and these footage measurements shall be displayed and documented on the video. The completed DVD or flash drive shall become the property of the City.

Every section of the pipe (manhole to manhole or access point to access point) 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, all manholes shall be panned with the CCTV camera.

Work not following these Special Provisions may be rejected for payment and the Contractor may be required to re-do the work

3.06 Tree Preservation Requirements

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

1. The contractor shall hire an International Society of Arboriculture (ISA) certified arborist (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. The contractor will be responsible for any costs incurred. Depending upon the amount of roots encountered and the time of year, wet burlap may be required along the sides of the trench.

3. The contractor shall be held liable for any damage to existing trees, i.e. trunk wounds, broken limbs, pouring of any deleterious materials, or concrete washout under the dripline of the trees. Damages will be assessed using the A Guide to Plant Appraisal eighth edition, published by the International Society of Arboriculture. An appraisal report shall be submitted for review by the City Arborist.

4. The contractor's certified arborist shall coordinate with the City Arborist for work on or around any "protected tree" A "protected tree" is any tree within the City right of way or a Heritage tree. A Heritage tree is:
    a. Any tree of any species with a trunk circumference of one hundred (100) inches or more, which is of good quality in terms of health, vigor of growth and conformity to generally accepted horticultural standards of shape and location for its species.
    b. Any native Quercus species, Aesculus California or Platanus Racemosa, having a circumference of thirty-six (36) inches or greater when a single trunk, or a cumulative circumference of thirty-six (36) inches or greater

when a multi-trunk, which is of good quality in terms of health, vigor of growth and conformity to generally accepted horticultural standards of shape and location for its species

The City Arborist can be contacted through the City's dispatch by dialing 311, or (916) 264-5011 if outside the City, or via email at urbanforestry@cityofsacramento.org.

A permit is required for any work on a "protected tree". Permit applications are found on the City of Sacramento Public Works website. A copy of the tree permit shall be kept at the site of the work and shall be shown to any representative of the City of Sacramento or any law enforcement officer, at any time requested.

3.07 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 the 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, the 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, the 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-internment 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.

3.08 Payment

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

END OF SECTION

SECTION 4 – ITEMS OF THE BID PROPOSAL

Item No. 1 Mobilization & Demobilization

This bid item shall consist of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract. Mobilization shall include all activities and associated costs of preparatory work and operations, including, but not limited to, those items necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract bid items on the project site.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site. This includes the disassembly, removal, and site cleanup.

The compensation for mobilization and demobilization shall not exceed 10 percent of the total amount of all remaining bid items.

Payment for mobilization and demobilization shall be on a lump sum basis (70% for mobilization, 30% for demobilization) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work necessary to complete this bid item.

Item No. 2 Preconstruction Photographs

This bid item shall conform to Section 11 of the Standard Specifications. The Contractor shall document the condition of nearby buildings, pools, structures, landscaping, or other improvements along the project alignment. The documentation shall be provided to the Engineer for review and approval prior to any pipe bursting work.

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

Item No. 3 6-inch Sewer Pipe to Pipe Burst, 6-inch Pipe to Replace
Item No. 4 8-inch Sewer Pipe to Pipe Burst, 8-inch Pipe to Replace

Golf View/Hogan Drive Easement

Where shown on the Plans and as directed by the Engineer, the existing 8 inch VCP separated sewer pipe from manhole 907PP14 to manhole 725PP15 shall be replaced with a minimum 8 inch inside diameter (ID) polyethylene plastic sewer pipe using a pipe bursting method approved by the Engineer. Sewer pipe connections to manholes shall be included in this bid item.

65th Avenue Easement

Where shown on the Plans and as directed by the Engineer, the existing 6 inch ID VCP separated sewer pipe from manhole 119SS15 to manhole 114SS15 to manhole 108SS15 shall be replaced with a minimum 6 inch ID polyethylene plastic sewer pipe using a pipe bursting method approved by the Engineer. Sewer pipe connections to manholes shall be included in this bid item.

51st/ 52nd Easement

Where shown on the Plans and as directed by the Engineer, the existing 8 inch VCP combined sewer pipe from manhole 401HH19 to manhole 102HH19 and to manhole 705HH19 shall be replaced with a minimum 8 inch ID polyethylene plastic sewer pipe using a pipe bursting method approved by the Engineer. Sewer pipe connections to manholes shall be included in this bid item.

General

Prior to the start of work, the Contractor shall provide submittals 1 through 12 of Section 1.07 of these Special Provisions for review and approval. Contractor shall not change any material, thickness, design values or procedures stated or approved in the submittals without the Engineer's approval.

Transport, handle, and store pipe and fittings as recommended by the manufacturer. If new pipe and fittings become damaged before or during installation, it shall be repaired as recommended by the manufacturer or replaced as required by the Engineer at the Contractor's expense before proceeding further.

Launching or insertion pits shall only be allowed at existing manhole locations, unless otherwise approved by the Engineer, to minimize impacts on existing streets and backyards. Provide silencers or other devices on the equipment used to perform the work in order to reduce machine noise. The contractor shall install all pulleys, rollers, bumpers, alignment control devices and other equipment required to protect manholes, and to protect the pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances will the pipe be stressed beyond its yield stress.

Any intermediate manholes proposed to burst through shall be prepared to allow the bursting equipment to pass through without resistance. Manhole preparation work shall be paid as part of this bid item. After the bursting operation, the manhole shall be restored to existing or better condition.

Pipe laydown areas shall be coordinated with the affected residents and identified on the traffic control plans. Any necessary street closure shall be notified per the Maintenance of Traffic, Public Safety and Convenience of this specification. Garbage collection days and times shall be considered when scheduling construction. The garbage/recycling/green waste collection for these neighborhoods is as follows:

1. Golf View/Hogan Dr. Easement, 50th to 51st St, is on Tuesdays
2. 65th Ave/Benbow St Easement is on Tuesdays
3. 51st/52nd Easement, 2nd Ave to V. St., is on Thursdays

Contractor shall perform surface monitoring to document any heave or settlement deformations caused by the pipe bursting operation. The monitoring plan shall include at least two monitoring locations along each pipe burst alignment. At least three pins or nails shall be installed at each location and surveyed before and after pipe bursting to document any heave or settlement. At least one pin shall be located over the crown of the pipe and the other two, a measured distance to the side. In addition, existing structures located over the pipe or within three (3) horizontal feet of the pipe shall be monitored before and after pipe bursting.

There are three (3) known PVC pipe segments along the existing VCP pipe alignment: two (2) PVC pipe segments along the 51st/52nd Easement; and one (1) PVC pipe segment along the 65th Avenue Easement pipe alignment. The approximate locations of these known PVC pipe segments are shown on the plans. Flexible Fernco™ coupling with metal straps are typically installed at the transitions of the VCP and PVC pipe. If the coupling and straps could cause a burst stoppage, then the Contractor should remove the coupling and straps prior to pipe bursting.

Polyethylene Plastic Pipe

Polyethylene plastic pipe shall be solid wall high density polyethylene pipe and meet the applicable requirements of ASTM F714 Polyethylene (PE) Plastic Pipe SDR 17 based on outside diameter. The body of the pipe shall be manufactured from high density molecular weight polyethylene resin which conforms to ASTM D1248 and shall have traditional designation PE 4710 and a cell classification of 445574C as described in ASTM D3350 and the inner wall shall be light gray in color and have a minimum cell classification of 345444E under ASTM D3350. A higher cell classification limit, per ASTM D3350, will also be accepted by the Engineer at no extra cost to the City.

Pipe shall contain no recycled compound except that generated in the manufacturer's own plant from resin of the same specification from the same raw material pipe. Pipe shall be homogeneous throughout and free of visible cracks, bubbles, holes, foreign inclusions or other deleterious faults. Pipe shall be uniform in color, opacity, density, and other physical properties and produced to the dimensions and tolerances specified in ASTM F714.

The polyethylene pipe manufacturer shall provide certification that stress regression testing has been performed on the specific product in accordance with ASTM D2837, with a minimum hydrostatic design basis (HDB) of 1,600 psi. The said certification shall include a stress life curve per ASTM D2837.

Polyethylene pipe shall be assembled and joined at the site using the thermal butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and

connections are not permitted. All equipment and procedures used shall be used in strict compliance with the manufacturer's recommendations. Fusing shall be accomplished by personnel certified as fusion technicians by a manufacturer of polyethylene pipe and/or fusing equipment.

Butt-fused joints shall be properly aligned and shall have uniform roll-back beads resulting from the use of proper temperature and pressure. The fused joint shall be water tight and shall have tensile strength equal to that of the pipe. Internal roll-back beads shall be properly removed. All joints shall be subject to acceptance by the Engineer. All defective joints shall be cut out and replaced at no cost to the City. Any section of the pipe with gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness shall not be used and must be removed from the site. Terminal sections of pipe that are jointed within the insertion pit shall be connected with a full circle pipe repair clamp. The butt gap between pipe ends shall not exceed one-quarter (1/4) inch.

The installed pipe shall be allowed the manufactures recommended amount of time, but not less than four (4) hours to cool and relax prior to any reconnection of sewer service, sealing of the manhole annulus, or backfilling of the launching pit. Sufficient excess length of new pipe, but not less than four (4) inches, shall be allowed to protrude into the manhole to provide for this occurrence.

Payment

Payment shall be at the unit price bid per lineal foot of pipe replaced and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in replacing the existing pipe shown on the Plans using an approved pipe bursting method, as specified in these Special Provisions and as directed by the Engineer, including manhole preparation, removal of Fernco™ couplings, and any required surface restoration.

Pre- and post-construction CCTV inspections; manhole restoration; excavation for launching pits; excavation, reinstatement, and backfill for sewer service connections; and excavation for crossing water services or other utilities shall not be paid for under this bid item, but shall be paid for under separate bid items.

Item No. 5 Launching Pit to Construct

Contractor shall construct launching pit(s) at existing or proposed manhole locations unless otherwise approved or directed by the Engineer. It is anticipated that bursting equipment can be removed through existing manholes; hence the construction of exit pits is not anticipated.

Launching pit(s) shall be the minimum size required to successfully perform the pipe bursting replacement work. Excavation shall conform to Section 14-3, Trench Excavation of the Standard Specifications. Surface restoration at each launching pit shall be in accordance with the Section 3.02 of these Special Provisions.

The number of approved launching pits is to be determined by the Contractor. The quantity shown for this bid item is for bidding purposes only. The unit price indicated for this bid item will not be adjusted because the actual number of launching pits varies from the quantities shown in the Bid Proposal.

Payment shall be on a unit price basis for each launching pit(s) constructed. Payment shall include full compensation for all materials, labor, equipment, and supplies necessary to complete this bid item in place including pavement cutting and removal, trenching, shoring, backfilling, dewatering, tree preservation, and repaving or other surface restoration.

Item No. 6 Sewer Service to Replace/Reinstate

This bid item shall cover all work associated with exposing and disconnecting the existing services prior to pipe bursting, installing cleanouts, reinstating the sewer services using new service pipes from the cleanouts to the newly installed sewer pipe, and backfilling excavations. The Contractor shall be responsible for reinstating all live service connections to the new pipe.

The Contractor shall locate and expose all sewer services prior to pipe bursting. In addition, the Contractor shall install the new cleanout and sewer service pipe. Upon completion of the pipe bursting, the Contractor shall expedite reconnection of services to reduce customer inconvenience.

Cleanouts shall be constructed with ABS pipe and fittings per City Standard Details S-260 and S-265. Cleanout wye shall be “long sweep” design unless otherwise noted. Unless otherwise directed by the Engineer, reconnection of existing services shall be made after pipe insertion and relaxation. The reconnection shall be made using Inserta Tee taps, electrofusion saddles, conventional fusion saddles or an approved equal. Inserta Tees, electrofusion PE saddles, and conventional fusion PE saddles shall be installed per manufacturer’s recommended procedures and instructions.

The number of actual sewer services to be replaced and reinstated by the Contractor is an estimate. This quantity is for bidding purposes only. The unit price indicated for this bid item will not be adjusted because the actual number of replacements/reinstatements varies from the quantities shown in the Bid Proposal. Any service locations shown on the plans should be considered approximate.

All surface restoration required to complete this bid item shall be in accordance with Section 3.02 of these Special Provisions and shall be included in the price paid for this item. For bidding purposes, the Contractor shall assume that surface conditions at each sewer service to replace/reinstate consists of a planter area with ornamental bushes and/or flower bed.

Payment shall be on a unit price basis for each sewer service replaced and reinstated. Payment shall include full compensation for all materials, labor, equipment, and

supplies necessary to complete this bid item in place including pavement/hardscape cutting and removal; excavation, shoring and backfill; furnishing and placing cleanouts and new service pipe between the cleanouts and new sewer main; removing and disposing of existing sewer service pipe; reinstatement of the new sewer service; flow control, tree preservation, and repaving or other surface restoration.

Item No. 7 Utility to Pothole and Expose

The Contractor is solely responsible for the costs for repairing any surface heaving and damage to existing infrastructure or other improvements overlying or near the existing pipe alignment caused by the pipe bursting operations or any other work discussed in these Special Provisions.

The Contractor shall, prior to starting work, pothole and verify the location of all nearby known utilities and water services shown on the Plans and/or identified by Underground Service Alert (U.S.A.) that, in the judgment of the Contractor, cross or interfere with the work discussed in these Special Provisions or may be disrupted by the pipe bursting operations.

The Contractor shall expose all interfering and crossing utilities and water services by spot excavating as necessary and removing the soil from around the utility. Excavations for water services shall extend to a minimum depth of one (1) foot below the water service, unless otherwise approved by the Engineer.

A representative from the City shall be onsite during potholing and spot excavating. The Contractor shall submit pothole information to the Engineer a minimum of five (5) days prior to beginning construction. The following information shall be collected for each pothole: 1) brief description of location, stationing, and alignment (e.g. parallel or perpendicular to pipeline) 2) asphalt thickness, 3) size and type of utility, and 4) depth of utility infrastructure measured from finished grade to the top of utility. Where duct banks or concrete encased utilities are encountered, the top and bottom depths from finished grade shall be collected and included with the above information.

All surface restoration required to complete this bid item shall be in accordance with Section 3.02 of these Special Provisions and shall be included in the price paid for this item.

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

Item No. 8 Manhole to Remove, Manhole No. 3 to Construct

Existing manholes that will be removed at the Contractors approved launching pit locations shall be replaced with a Manhole No. 3 that meets the requirements of the Standard Specifications. Eccentric cones shall not be used unless specified on the Plans or as directed by the Engineer. If eccentric cone is used, vertical face of cone

shall be parallel to flow and away from traffic (closest to the nearest curb.)

The existing manhole shall be disposed of by the contractor. Excavation shall conform to Section 14-2, Structure Excavation of the Standard Specifications. The existing frame and cover shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: William Roberts, O&M Superintendent (916) 808-6955.

Flowline material for main pipe and intersecting mains shall be vitrified clay except: if manhole base is precast concrete; or if manhole base is placed over main which is "laid through", in which case flowline material shall be same as main. New flowline shall match inlet and outlet pipe elevations and shall extend to inside face of manhole. If inlet and outlet pipes are of different sizes, new flowline pipe size shall match larger pipe size.

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

Surface restoration shall be in accordance with the section of the General Requirements of Section 3.02 of these Special Provisions and shall be included in the price paid for this item.

The number of manholes removed and constructed will depend on the approved location and number of launching pits. The quantity shown for this bid item is for bidding purposes only. The unit price indicated for this bid item will not be adjusted because the actual number of manholes removed and constructed varies from the quantities shown in the Bid Proposal.

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

Item No. 9 Manhole No. 3 to Construct

A manhole No. 3 shall be constructed where shown on the plans or directed by the engineer in conformance with Item No. 8 of these special provisions.

Surface restoration shall be in accordance with the section of the General Sewer Construction Requirements entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract.

Pavement cutting shall be perpendicular and parallel to the centerline of the road.

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

Item No. 10 <u>Manhole Restoration</u>

Existing manholes that will remain in place during pipe bursting operations shall be restored to their original condition or as directed by the Engineer. This bid item includes all work associated with re-establishing the manhole base, including the flowline, in conformance with City Standards and these Special Provisions and grouting the annular space between the new pipe and the manhole.

The annular space between the new pipe and the manhole shall be grouted flush using nonshrink grout within the manhole interior. Non-shrink grout shall be "Metallic Grouting Compound" by Burke, "Embeco" by Master Builders, "Ferrolith-G" by Sonneborn-Desoto, or approved equal. All internal surfaces shall have a smooth finish. Temporary grout can be used if needed to prevent infiltration. However, prior to permanent grouting, the new pipe shall be allowed to cool and relax the pipe manufacturer's recommended amount of time, but not less than 4 hours. Sufficient excess length of new pipe, but not less than 4 inches, shall be allowed to protrude into the manhole to provide for this occurrence.

The manhole base material shall be composed of a non-shrink grout, such as "Non-shrink Multipurpose Grout Cement All", by Rapid Set, or equivalent substitute. The non-shrink grout shall conform to ASTM C1107 and ASTM C928. Minimum compressive strength per ASTM C109 shall be 7400 psi at 28 days. A bonding emulsion additive shall be mixed into non-shrink grout and shall be SB Bonding Emulsion by Koester American Corp. or equivalent substitute.

Flowline material shall be vitrified clay or HDPE, if the pipe is burst through the manhole, in conformance with City Standards and these Special Provisions. The new flowline shall match inlet and outlet pipe elevations and shall extend to inside face of the manhole. If inlet and outlet pipes are of different sizes, the new flowline pipe size shall match larger pipe size.

Manhole surfaces that will receive non-shrink grout shall consist of sound concrete and all edges and corners shall remain square. Once the unsound concrete has been removed, the manhole surfaces shall be water blasted to remove oil, grease, laitance, and debris. The prepared surfaces shall be damp prior to placement of non-shrink grout.

The existing manhole flowline material shall be saw-cut and chipped-out to remove at least two (2) inches below and outside the existing flowline pipe. The new flowline pipe shall be set into freshly mixed non-shrink grout.

Non-shrink grout and bonding emulsion additive shall be mixed and placed in accordance with manufacturer's instructions. Mix with clean potable water only. Do not

re-finish already trowelled surfaces. Wet cure for a minimum of 48 hours.

The manhole benches shall slope upwards from the springline of the pipe to the projected level of the crown of the pipe at the manhole wall or twelve (12) inches above the springline, whichever is less. All holes, cracks, and seams shall be grouted flush with the manhole interior. All internal surfaces shall have a smooth finish.

The Contractor shall inspect each manhole and apply non-shrink grout to any and all defects such that the finished surface is smooth and free of rock pockets, voids, gaps, and holes.

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

Item No. 11 8-inch Sewer Pipe to Place

Where shown on the Plans and as directed by the Engineer, all sewer pipe and fittings shall be provided, handled, installed, and backfilled in accordance with the Plans, pipe manufacturers recommendations, and shall as a minimum, conform to Sections 10 and 26 of the Standard Specifications. Information regarding pipe material and pipe installation shall be submitted for approval in accordance with these Special Provisions. PVC sewer pipe and fittings shall be accepted for use on this project. Pipe diameters shall be nominal inside diameter (ID) unless otherwise specified in these Special Provisions.

Sewer pipe connections to manholes shall be included in this item unless otherwise indicated in these Special Provisions. In addition, Contractor shall connect existing ABS sewer services to new sewer pipe in accordance with these Special Provisions and include this work in the cost of this item.

The Contractor shall install a flexible joint (bell and spigot or flexible coupling) a horizontal distance of 18 inches to 24 inches from the wall of the manhole.

Existing pipe shall be removed at such places as shown on the Plans or as designated by the Engineer in accordance with Section 13 of the Standard Specifications and these Special Provisions. All removed pipes or portions thereof shall be disposed of by the Contractor. Payment for removal and disposal of existing pipe shall be included in these items.

Unless otherwise approved, all pipes shall have bell and spigot joints with elastomeric gaskets providing a water tight seal. Tests for leakage may be required per Section 26-10 of the Standard Specifications, per ASTM designations as assigned by the manufacturer, or as determined by the Engineer. Performance of leakage testing shall be at the Contractors expense.

For all flexible pipe and fittings, the minimum pipe stiffness at 5% deflection shall be 46

PSI according to ASTM test D2412. Flexible pipe joints shall be in accordance with ASTM D3212. All flexible conduits shall be tested with a mandrel 5% smaller than the average inside diameter of the pipe placed no sooner than 96 hours after placement of the backfill. Mandrel tests may be performed by the City after a six (6) month period of time at which time a maximum deflection of 7-1/2% from the base I.D. will be allowed. The mandrel used shall be the PHOS PVC Sewer Pipe Deflection Gauge or other deflection gauge approved by the Engineer.

After mandrel testing and in order to insure proper placement, all sewer pipes placed shall be CCTV inspected by the Contractor utilizing a robotic CCTV camera device as specified elsewhere in these Special Provisions.

Where shown on the Plans, combined sewer pipe shall conform to the following specifications:

Poly Vinyl Chloride (PVC) Pipe

PVC gravity sewer pipe and fittings shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions. PVC gravity sewer pipe and fittings shall conform to ASTM D3034 and ASTM F679 and shall be SDR 35 with Elastomeric - Gasket joints providing a watertight seal. **PVC pipe manufactured by JM Pipe or PW Eagle Pipe will not be allowed.**

Payment shall be at the unit price bid per lineal foot of proposed combined sewer main installed and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work necessary to complete this item in place including pavement cutting and removal, trenching, shoring, furnishing and placing pipe, backfilling, removing or abandoning existing pipe, connecting sewer pipe to manholes, removing inside drop connections, flow control, dewatering, testing, tree preservation, and repaving or other surface restoration.

Item No. 12 Pipe Ends to Plug

Pipes indicated on the Plans to be plugged and existing sewer services encountered during construction and not proposed for replacement and shall be plugged per Section 13-3 of the Standard Specifications.

The quantity of pipe ends to plug shown on the Proposal is for bidding purposes only. The unit price indicated for pipe ends to be plugged will not be adjusted because the actual number of pipe ends required to be plugged varies from the quantity shown on the Plans and in the Proposal.

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

Item No. 13 CCTV Inspection

Closed circuit in-line television (CCTV) inspection of the existing pipes shall be performed by the Contractor prior to the pipe bursting operations. The Contractor shall also perform a post-construction CCTV inspection of the new pipe after all utilities have been installed and backfill compaction has been completed, but prior to final paving. The CCTV inspections shall be performed in accordance with Section 3.05 of these Special Provisions.

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

END OF SPECIAL PROVISIONS

APPENDIX

Sample Notification Letter [Distribute 10 working days prior to beginning work]

(CONTRACTOR LETTER HEAD)

Dear Resident,

The City of Sacramento, Department of Utilities, awarded a construction contract to (Contractor) to replace the combined sewer/drainage pipeline along the (Project).

The pipeline will be replaced using pipe bursting, a trenchless method that reduces the amount of excavation required for typical trench replacement. Your sewer service connection to the sewer main will however need to be exposed and temporarily disconnected. Since your sewer service does not currently have a cleanout, we will install a cleanout and a new segment of pipe from the cleanout to the main. In order to complete this work, we will need to excavate a hole near your back fence to expose your sewer service, which will be covered with plywood when we are not on-site. Once the pipe bursting operation is complete, your sewer service will be reconnected and the area disturbed will be restored to existing or better condition.

During the course of construction, traffic along nearby streets may be impacted. In addition, driveway and/or parking area access may be temporarily restricted. Our work hours are typically between 7 AM to 6 PM.

We will need access to your backyard to complete this work. Please provide access to your backyard and make arrangements for any pets that may be a problem**. If special arrangements are required, please contact (Contractor Superintendent) at (phone number) or a project representative listed below.**

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

Pipeline work is scheduled to begin in your neighborhood on _____. The anticipated project completion date is _____.

Thank you for your cooperation on this very important project.

Sincerely,
Contractor Representative