

Meeting Date: 6/21/2016

Report Type: Consent

Report ID: 2016-00613

Title: Contracts: Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items (Two-Thirds Vote Required) [Published for 10-Day Review 06/10/2016]

Location: Citywide

Recommendation: Pass a Motion: 1) finding that suspending competitive bidding is in the best interest of the City; 2) suspending competitive bidding in the best interest of the City; and 3) awarding individual contracts to AJ's Concrete and Landscape Contractors; Do-Right Concrete; Escobedo Concrete and Demolition; Franklin T. Gassaway & Sons; G & G Concrete; Madriago-Lewis Construction; NFB Engineering; and TJR Resources for the maintenance and repair of curbs, gutters, sidewalks, and related items for one year with the option to extend for up to two additional one-year periods. The combined total amount of such contracts shall not exceed the total amount authorized by the City Council for this purpose in the applicable fiscal year(s) Operating and Capital Improvement Project (CIP) budgets for the Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items.

Contact: Erick Talavera, Operations General Supervisor, (916) 808-2272; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Maintenance Services Division

Dept ID: 15001611

Attachments:

01-Description/Analysis

02-Background

03-Agreement - AJ's Concrete and Landscape

04-Agreement - Do-Right Concrete

05-Agreement - Escobedo Concrete and Demolition

06-Agreement - FT Gassawy and Sons

07-Agreement - G&G Concrete

08-Agreement - Madriago-Lewis Construction

09-Agreement - NFB Engineering

10-Agreement - TJR Resources

City Attorney Review

Approved as to Form
Gerald Hicks
6/8/2016 12:03:56 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 5/27/2016 7:09:49 AM

Description/Analysis

Issue: The Department of Public Works has an ongoing requirement to ensure that our public sidewalks are safe and accessible to all users. Multiple contractors are necessary to complete repairs in a timely manner. Since the City has a need to award contracts to multiple vendors and not to a single low responsible bidder, it is in the best interest of the City to suspend competitive bidding and award maintenance agreements to the following contractors: AJ's Concrete & Landscape; Do-Right Concrete; Escobedo Construction & Demolition; Franklin T. Gassaway & Sons; G&G Concrete; Madriago-Lewis Construction; NFB Engineering; and TJR Resources to meet the demand throughout the city for maintenance and repair of curbs, gutters, and sidewalks.

Policy Considerations: The recommendations in this report are consistent with Sacramento City Code Section 3.56 - Purchasing of Supplies and Services.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): Under the CEQA guidelines, continuing administrative activities do not constitute a project and are therefore exempt for review.

Sustainability Considerations: The work performed under this contract, "Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items," supports the City of Sacramento's Sustainability Master Plan by improving and optimizing the transportation infrastructure and making the City a more "walkable" community.

Rationale for Recommendation: The services that result from these contracts will be used for the City's Sidewalk Maintenance Program (SMP).

The City Clerk's office received twelve bids in response to the solicitation B16151641033, Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items. All twelve bid submissions were evaluated for responsiveness and responsibility. Staff recommends awarding contracts to the following contractors:

- AJ's Concrete and Landscape
- Do-Right Concrete
- Escobedo Construction & Demolition
- Franklin T. Gassaway & Sons
- G & G Concrete
- Madriago-Lewis Construction
- NFB Engineering

TJR Resources

The Background section of this report provides additional information on the evaluation of the bids.

Financial Considerations: The total payments to each contractor during the initial term, or during any extended term, in combination with payment(s) to the other contractors on the City's approved list of contractors for the maintenance and repair of curbs, gutters, sidewalks, and related items shall not exceed the total funds authorized by the Sacramento City Council for this purpose in the applicable fiscal year(s) approved Operating and Capital Improvement Project budgets.

The amount of curb, gutter, and sidewalk repair required as part of Capital Improvement Projects (CIPs) varies, but sidewalk and curb repair is a significant component of many CIPs, particularly those associated with overlays and roadways and the Americans with Disabilities Act (ADA) program, and those costs are transferred to the appropriate CIP. The cost of curb, gutter, and sidewalk repairs associated with the repair of public sidewalks that are the responsibility of the abutting property owner(s), are billed to the responsible property owners pursuant to Sacramento City Code and the California Streets & Highway Code.

In FY15/16, the adopted CIP budget includes two CIPs that have a large amount of work for these purposes: R15162000 Street and Bikeway Overlays and Seals Program and T15160600 Public Rights-of-Way (ROW) Accessibility Program, and two sub-CIPs of the Overlays and Seals Program that specifically address curb and sidewalk repair work. With these two subsets of the Overlay Program, plus the Public ROW program, and operating budget amount, the estimated expenditure for FY16 is:

R15162001 Overlays and Seals Curb Ramp Work:	\$500,000
R15162003 Overlay & Seals Curb and gutter:	\$325,000
T15160600 Public ROW Accessibility Program:	\$800,000
Operating budget fund line #443010:	<u>\$3,237,269</u>
Total combined budgets	\$4,862,269

Local Business Enterprise (LBE): Madriago-Lewis Construction is an LBE. AJ's Concrete and Landscape, Do-Right Concrete, Escobedo Construction & Demolition, Franklin T. Gassaway & Sons, G & G Concrete, NFB Engineering, and TJR Resources are not LBEs. The minimum LBE participation requirement was waived by the Director of Public Works as staff has determined the waiver is in the City's best interest as a result of past contract experience. Historically, the majority of contractors providing this service to the city have been located in areas that would not qualify them as an LBE.

Limiting the pool of eligible contractors would negatively impact the response to the city's solicitation for competitive contractors.

Background

The SMP allows property owners to take advantage of competitive pricing through the use of the City's contracts for the repair of public sidewalks adjacent to their respective properties. The SMP spends over \$2.1 million annually to repair of defective sidewalks, curbs, and gutters.

On February 24, 2016, Invitation for Bid, B16151641033, was issued to procure services for the maintenance and repair of curbs, gutters, sidewalks and related items. Bids were opened on March 30, 2016 by the City Clerk's office. Staff received 12 responses.

The city must have uniform line item prices so that all property owners are charged the same for similar repairs, regardless of which contractor completes the work. In accordance with the solicitation language, the line-item pricing for the lowest ten responsive and responsible bid submissions were evaluated. Uniform prices were determined by discarding the highest and lowest bid amounts for each line item, then averaging the remaining bid amounts to determine the unit price to be paid for each particular line item. Each bidder is then given the opportunity to accept the averaged unit prices or decline a contract. This final adjusted amount is listed in the price sheet for each contract. Each contractor will be compensated the same amount. It is in the best interests of the City and its residents to allow for the award of multiple contracts with predetermined unit prices to utilize multiple contractors to accommodate the volume of work performed by the sidewalk program. Establishing predetermined unit prices assures that all city residents pay the same cost for their sidewalk repairs, regardless of which contractor is performing the work.

With the suspension of competitive bidding, staff recommends awarding contracts to the lowest seven responsive and responsible bidders: AJ's Concrete and Landscape, Do-Right Concrete, Escobedo Construction & Demolition, Franklin T. Gassaway & Sons, G & G Concrete, Madriago-Lewis Construction, and NFB Engineering.

It is also recommended that contracts be awarded to the secondary list that includes TJR Resources. The secondary list is necessary to handle a potential increase in the volume of work or if one of the seven lowest responsive and responsible bidders on the Primary List is not able to perform.

A summary of the bids is detailed in the table below.

BID SUMMARY

Bidder	Evaluation Total
<u>PRIMARY LIST</u>	
AJ's Concrete and Landscape	\$994.00
Do-Right Concrete	\$997.00
Franklin T. Gassaway & Sons	\$1,022.20
NFB Engineering	\$1,015.00
Escobedo Concrete and Demolition	\$1,237.34
G & G Concrete	\$1,683.00
Madriago-Lewis Construction	\$2,064.34
<u>SECONDARY LIST</u>	
TJR Resources	\$2,914.45
<u>NOT SELECTED</u>	
Arrow Construction *	\$2,889.00
BRW Concrete *	\$2,089.89
Martin Brothers	\$5,236.50
RSC General & Engineering	\$5,828.56

* Arrow Construction and BRW Concrete were selected for contract award on the Secondary List, but subsequently withdrew their bids.

AGREEMENT

(Maintenance Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and AJ's Concrete and Landscape Contractors, PO Box 1326, West Sacramento CA 95691 ("Contractor").

The City and Contractor 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 AND TERM OF CONTRACT

- A. 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:

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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

- B. A general scope of work is contained in the Technical Specifications and may be further defined in a job/task order. Work shall be assigned to Contractor by City on an individual job or task basis, by City's issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Contract, and the Contractor shall perform, comply with and be subject to all provisions of this Contract with regard to any work performed pursuant to any such job/task orders. The job/task orders may involve varying levels of effort during the term of the Contract. The need for services may not be continuous during the term. It is understood and agreed by Contractor that no services at all may be required by City under this Contract. The City will contact Contractor regarding a specific job/task. Contractor shall not commence work prior to receiving a notice to proceed from the City.
- C. The initial term of this Contract is one (1) year from the date of City award. The City may extend the Contract term in writing for additional successive one (1) year periods, provided that the total Contract term including any such extensions shall not exceed five (5) years.

5. CONTRACT AMOUNT AND PAYMENTS

- A. Pursuant to Sacramento City Code Section 3.60.180, the Contractor is required and agrees to pay the State of California, Department of Industrial Relations prevailing wage rates for covered trades employed. The prevailing wage rates may be found at <http://www.dir.ca.gov/dlsr/pwd/>. For job/task orders of \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code. Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Contractor is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. Payment for each job or task shall be authorized by job/task order as provided in Section 4, above, and City shall have no responsibility or liability for any payment not authorized by a City-issued job/task order. All payments shall be made 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.
- C. Unit prices and hourly rates shall not exceed the amount(s) set forth in Contractor's Proposal Form, provided that for each year the Contract term is extended, to account for inflation, the unit prices and hourly rates set forth in Contractor's Proposal Form shall be increased by an amount equal to three (3) percent or the percentage increase for the previous 12 month period in the Consumer Price Index (CPI), San Francisco area, whichever is less.
- D. Subject to deductions, withholdings and additions as specified in the Contract Documents, Contractor shall be paid the sum computed at such unit prices or hourly rates, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual hours worked or actual amount of each such unit price item performed and/ or furnished and incorporated in the Work.
- E. **Maximum Annual Payment:** The total amount paid for all Work authorized by job/task orders during any one year term of the Contract shall not exceed \$ N/A .

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 (in the format required by City) 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 by City of the Work specified in the job/task order. Acceptance by Contractor of the final payment for a job/task order 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 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. Statements may be personally delivered or mailed to:

**City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Bldg. 9
Sacramento CA 95822**

ATTN: Erick Talavera

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 for a job or task as directed in the City-issued job/task order and shall diligently prosecute the Work to final completion. The continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

If so specified in a City-issued job/task order, the Work required by the job/task order shall be brought to completion in the manner provided for in the Contract Documents on or before the date specified in the job/task order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete such 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 any 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, 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 acceptance of the Work, 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 City acceptance of the Work performed for the applicable job/task order. 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 City acceptance of the Work performed for the applicable job/task order.

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 Work specified in a job/task order were not completed by the Completion Date specified therein 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 specified in a job/task order by the Completion Date specified therein, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete such Work within such time.

- B. If a job/task order specifies a Completion Date for the Work required by the job/task order, Contractor shall pay liquidated damages to City for failure to complete such Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of N/A for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such 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.

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

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.
- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of 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 therefore 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; sit-downs; 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 specified in a job/task order (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, if the applicable job/task order specifies a Completion Date, 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 issuance by City of a revised job/task order granting such extension of the Completion Date. 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 as provided herein.

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 by a job/task order are not completed as of the Completion Date specified in the job/task order, if any (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. 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

- A. 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):
- (1) For Work executed pursuant to approved job/task order(s) 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;
 - (2) For reasonable expenses directly attributable to termination.
- B. 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 Surety(ies) 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, either 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. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

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

CONTRACTOR

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

DATE: _____

BY  _____

ARMANDO JACOBO
Print Name _____

OWNER
Title _____

BY _____

Print Name _____

Title
26-1958770

Federal ID#
285-1702-7

State ID#
157337

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained) #157337

Type of Business Entity (**check one**):

- Individual/Sole Proprietor
- Partnership
- Corporation (Two Signatures Required)
- Limited Liability Company
- Other (**please specify:** _____)

CITY OF SACRAMENTO
A municipal corporation

DATE: _____

BY _____

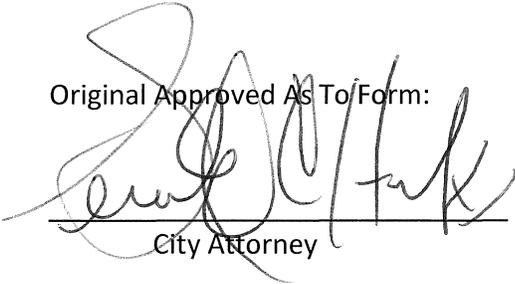
Jerry Way

Print Name
Director of Public Works

Title

For John F. Shirey, City Manager

Original Approved As To Form:



City Attorney

Attest:

City Clerk

**Invitation for Sealed Bids
and Contract Specifications**

for

**MAINTENANCE AND REPAIR OF CURBS,
GUTTERS, SIDEWALKS, AND RELATED ITEMS
BID # B16151641033**

Project Description:

Work-order/task-based maintenance and repair of curbs, gutters, and sidewalks and installation of curb ramps, citywide. There will be multiple contract awards.

Pre-Bid Conference:

1:30 p.m.
Wednesday, March 16, 2016

at:
South Area Corporation Yard
5730 24th Street, Building 9
Sacramento CA 95822

Bids to be received before:

2:00 p.m.
Wednesday, March 30, 2016

at:
Office of the City Clerk
New City Hall, 5th Floor
915 I Street
Sacramento CA 95814

Project Manager:

Erick Talavera
Operations General Supervisor
(916) 808-2272
etalavera@cityofsacramento.org

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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NOTICE TO CONTRACTORS

Sealed Bid Proposals will be received by the City of Sacramento Office of the City Clerk at the New City Hall, 915 I Street, 5th Floor, up to the hour of 2:00 p.m. on **March 30, 2016** and will be opened as soon thereafter as business allows, on **March 30, 2016**, in the Hearing Room, 2nd Floor, Historic City Hall for:

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed Proposals shall be submitted on the printed forms contained in the Invitation for Bid and enclosed in an envelope marked:

Sealed Bid Proposal for: Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items (Bid No. B16151641033)

Official electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page:

PLANET BIDS

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

Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

Bid information obtained from third party sources will not be considered official and not fulfill a bidder's responsibility for obtaining all official bid information as posted on our official site at the link above.

All bidders are invited to attend an optional Pre-Bid Conference at the South Area Corporation Yard, 5730 24th Street, Bldg. 9, Sacramento CA 95822, on Wednesday March 16, 2016, at 1:30 p.m.

Questions regarding this bid should be referred to the Project Manager. All inquiries should be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding..

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

Contractors and subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less.

The City of Sacramento has an approved Labor Compliance Program. The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007. Each contractor and every lower-tier subcontractor must submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Bid protests must be filed 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 to be considered valid in accordance with City of Sacramento Resolution No. 2003-231, dated April 29, 2003. As used herein, 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, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of 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, New City Hall; Sacramento, CA 95814.

City of Sacramento
FORMAL BID / PROPOSAL DELIVERY OPTIONS

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS): - Regular First Class - Certified or Return Receipt - Priority - Express	Office of the City Clerk P.O. Box 122391 Sacramento, CA 95812-2391
2.	Expedited Services: - FedEx - UPS - DHL	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814
3.	Personal Delivery: - Hand Delivery - Courier	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

1. Terms and Definitions

Wherever in the Scope of Work, Technical Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

ADA –	Americans with Disabilities Act of 1990
City –	City of Sacramento
MUTCD –	2014 California Manual on Uniform Traffic Control Devices, and any amendments and revision thereto
Director –	Director of Public Works, City of Sacramento
Standard Specifications –	City of Sacramento Standard Specifications for Public Construction, August 14, 2007, and Addendums (or any updated City Standard Specifications when adopted). http://www.cityofsacramento.org/Utilities/Resources/Specs-and-Drawings
Department –	Department of Public Works, City of Sacramento
Inspector –	The Maintenance Services Division has designated Construction Inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Projects Construction Inspector.
Project Manager –	The Operations General Supervisor assigned to oversee Concrete Maintenance for the City of Sacramento
Working Day –	Defined as any eight (8) hour day, except as follows: Saturdays, Sundays, City-observed holidays, and other days the City is closed, as shown on the City of Sacramento Working Calendar, days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Inspector from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

2. Scope

This Contract is for concrete work primarily limited to curbs, gutters, sidewalks, and related items located throughout the City of Sacramento. The individual jobs typically range in size from 6 square feet to 600 square feet. The City will make repayment for this work.

The Contractor must provide all labor, material, tools, and equipment necessary to complete all work in a workmanlike manner. All work must be performed in accordance with contractual documents, including the specified Work Order(s) and the Project Manager's or designated Inspector's instructions, and shall comply with the City of Sacramento Standard Specifications for Public Works Construction, including but not limited to Section 10 – Construction Materials, Section 17 – Laying Base, Section 18 – Side Forms and Headers, and Section 24 – Curb, Gutter, Sidewalks, and Gutter Drains. Additionally, all work shall comply with the attached drawings that incorporate the latest ADA requirements, as well as the City of Sacramento's Sidewalk Closure Policy and Standards, dated August 14, 2007. In the event these standards and specifications should be changed, revised or updated, Contractor will be provided with the new documents. At the time new standards and specifications are distributed, Contractor will be required to follow updated requirements.

Additional requirements:

- a. Lamp Black is required and shall be added to the concrete mix at the rate of one (1) pound of per cubic yard of concrete, unless otherwise directed by the City Inspector.
- b. Doweling is required on all sidewalk, curb, and gutter projects.
- c. Asphalt and concrete removal cuts shall be neat and straight, and made with a City-approved saw.
- d. Root inspection/root cutting: The Contractor shall contact the City Arborist to schedule a root inspection 48 hours prior to removing the sidewalk. Once the appointment for the root inspection has been set, the Contractor is responsible for removing the concrete and excavating to expose the roots prior to the Arborist's arrival. After completing the inspection, the Arborist will then recommend how the tree roots are to be cut.

Tools required for this work are, but not limited to: pneumatic or hydraulic jackhammer, gas driven abrasive concrete saw (water-cooled blasé), mechanical compaction equipment, miscellaneous hand tools, etc.

3. Period of Performance

Period of Performance will begin on July 1, 2016 (or upon date of award by City Council, if later) and end June 30, 2017 with the option to extend two additional years. Extensions are not guaranteed, will be agreed upon and in writing.

Option Period One will begin July 1, 2017 and end June 30, 2018.

Option Period Two will begin July 1, 2018 and end June 30, 2019.

4. Option Period(s)

The successful bidder/offeror grants the Option Period(s) listed in the Pricing Schedule to the City of Sacramento. The Option Period(s) may be exercised at any time up to within 30-calendar days of the contract completion date. Exercise of the Option Period(s) occurs upon mailing of written notice to the Contractor. The Option Period(s) will be exercised at the sole discretion of the City of Sacramento.

At the time the Option Period(s) are exercised, annual adjustments to account for inflation may be added to the total per item charge as indicated in the Pricing Schedule. This annual adjustment will be based on CPI information as well as current material costs and market conditions specific to this work. Any increase granted shall not exceed four (4) percent above the previous year's pricing.

The City will also look to see if a cost savings is due to the City, based on the CPI, market conditions, and material costs specific to this work. If a cost savings is due to the City, the Pricing Schedule will be adjusted accordingly.

5. Contract Pricing

The Contractor shall furnish fully-burdened pricing, including all labor, materials, tools, arrow boards, message boards, equipment, sediment vacuums, water supply, and incidentals for doing all work involved in the execution of this contract. No additional compensation will be allowed.

A contract for the services described in this Invitation for Bid (IFB) will not be awarded to the single lowest responsible bidder at its bid price – this is a multiple award contract. Instead, the City will review all bids for technical capability, responsibility, and responsiveness.

All of bid submissions that are found to be technically capable, responsible, responsive, and their pricing is found to be within the competitive range will be awarded a contract with the City in the following manner:

1. The City will evaluate the line item unit price(s) submitted by each responsible, responsive, and reasonable bidder. The City will arrive at the contract line item price by deleting the highest and lowest unit bids submitted for each line item(s). Those values that remain will be averaged, and the sum will be the established unit price for that particular line item(s). This is the value that the City of Sacramento will pay for that line item to all of the contractors to whom a contract is awarded.
2. The City will then establish the Primary and Secondary lists of contractors. The primary list will consist of up to seven contractors whose bid submissions were found to be the lowest, responsible, and responsive bidders. The remaining contractors will be added to the secondary list in the order of established above.

At the time the Option Period(s) is due to be exercised, the Contractor will have an opportunity to increase pricing, as provided in Section 4, Option Period(s), above. The Contractor's request must be submitted in writing on company letterhead 30-days prior to the exercise of the option period(s). At this same time, the City will do an analysis to

see if a cost savings is due to the City. The analysis will take into consideration the CPI, market conditions, and material(s) pricing. All bidders to whom a contract is awarded will then be paid this same amount for each of the line item(s).

6. Primary and Secondary List of Contractors

As stated in Section 5, above, the City has a requirement for up to seven contractors throughout most of the year, subject to weather conditions and other constraints. Therefore, the City will establish a primary list of contractors consisting of up to seven contractors.

When the primary list is full, a secondary list will be established and used as needed. The City may award new contract(s) using the established unit price list at any time during the contract period.

The City of Sacramento will prioritize and assign work to the Contractor(s) on the primary list for the specific Neighborhood Service Area that the Contractor(s) is assigned to. During any period when all Contractors on the primary list are working and additional contractors are required, the City will utilize the secondary list.

Both the primary and secondary list(s) are rotational - within their own group. In the event, that a Contractor falls off of the primary list, another contractor may be moved up from the secondary list based on operational need. The City of Sacramento does not guarantee work to any Contractor. Work Order packages will be distributed among contractors who are assigned to a specific Neighborhood service area, unless the City of Sacramento Inspector and/or designated Project Manager has identified a specific need in one of the neighboring service areas, at such time the Contractor may be required to perform work in an area other than the usual assigned area.

7. Assignment of Work

The Maintenance Services Division has designated inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Project Inspector. Contractors will typically be rotated amongst the five Neighborhood Service Area(s) on a bi-annual basis. Upon assignment of the Street Order Repairs, the Inspector will call the Contractor to pick-up the repair order package.

Contractors must contact the Inspector to whom they are assigned by telephone, email, or text message each business day no later than 8:00 a.m. with the following information: (a) Work location; (b) Whether the Contractor would like to meet with the Inspector for questions or clarification. If the Contractor is unable to make contact with their assigned Inspector, they are responsible for contacting the Lead Inspector by phone or email.

For the life of the contract, Contractor shall maintain a telephone and/or answering machine that will enable the Inspector to make contact with the Contractor at all times – cellular phones are acceptable.

8. Demerits

In the event that the contractor does not perform in accordance with the contract's Terms and Conditions, Scope of Work, the City of Sacramento's Standard Specifications for Public Works Construction, Sidewalk Closure Policy and Standards, and the designated inspector, a demerit will be assessed. Specifically, a demerit will be assessed for the following occurrences:

- a. Failure to begin assigned work at the job site at the time(s) indicated by the Project Manager or designated Inspector.
- b. Unavailability for work at the time, date, and/or jobs as directed by the City.
- c. Failure to provide qualified personnel and/or proper equipment as determined by the City's requirements.
- d. Failure to follow the Inspector's work requirements and directions.
- e. Unsatisfactory or unsafe work habits, conditions, and/or employees.
- f. Sub-standard work, as determined by the Inspector and failure to correct all substandard conditions noted within 24-hours.
- g. Failure to contact the City by telephone or in person during the hours specified below.
- h. Violation of any of the work contracted requirements, as stated in the contract's terms and conditions, the City of Sacramento's Standard Specifications for Public Construction, and the City of Sacramento's Sidewalk Closure Policy and Standards.
- i. Failure to follow ADA requirements.
- j. Failure to complete utility cuts within 15 calendar days after receiving the work order.

When a demerit is assessed to a Contractor, a written notification will be provided detailing the violation.

9. Removal and Reassignment from the Primary List to the Secondary List

In the event Contractor(s) assigned to the Primary List receives a total of three (3) demerits in one contract year, Contractor(s) will be removed from the Primary List and will be reassigned to the bottom of the Secondary List. In the event Contractor(s) is/are removed from the Primary List, the top listed vendor from the Secondary List may be moved to the Primary List.

If a Contractor(s) is/are removed from the Primary List after receiving three (3) demerits in one contract year, the Contractor will be advised by telephone of his/their removal. The removal will be confirmed in writing. The Operations General Supervisor will notify all Contractors of their new/revised numerical standing on both the primary and secondary lists.

Assignment from the Secondary List to the Primary List will be at the discretion of the Operations General Supervisor.

10. Invoicing and Payment

Upon completion of a work assignment, the Contractor will submit all invoices to be inspected and approved by the area inspector. The City will pay all invoices on a Net 30 basis.

Invoices for payment shall not be submitted until all work is complete, ready for final inspection, and accepted by the Inspector. All invoices shall be sufficiently detailed to allow for thorough analysis prior to approval. Those invoices that do not provide sufficient information or are not in the approved format shall be returned immediately to the Contractor. Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor. The Net 30-day payment term does not begin until a complete and correct invoice is accepted by the City.

The invoice shall, at a minimum, include the following information:

1. Contractor letterhead, including address
2. Contract Name
3. Description of services billed under this invoice.
4. Date of Invoice Issuance
5. Invoice Number
6. City's Purchase Order Number
7. City's Work Order Number
8. Amount of the Invoice

Invoices shall be mailed or hand delivered to:

City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Building 9
Sacramento, California 95822

11. Commencement and Execution of Work

Contractor shall commence work within two business days from receipt of the Street Work Order from the City Inspector. Commencement of work means to engage in a continuous program onsite including, but not limited to, site posting, site clearance, grading, dredging, landfilling, and the fabrication, erection, or installation of the work and clean-up of site.

Contractor shall notify the resident(s) of the property of any scheduled work to be done 72-hours prior to commencement of any work with a door hanger, provided by the City of Sacramento. Contractor is to provide a temporary traffic control plan and any traffic impact-related public outreach in a timely manner prior to commencing work.

In the event the property is located in an area with parking meters, the Contractor is responsible for notifying their area inspector at least 72-hours prior to the commencement of work. This notification is in addition to the 72-hour notification to the property owner.

No subcontractors shall be allowed to provide work except for specialized services and must be approved, in advance, by the Operations General Supervisor.

12. Survey Monuments

Contractor shall notify the Inspector three (3) business days prior to removing curb, gutter, and sidewalk within the curb return areas in order for the Inspector to check and reset centerline monumentation. An administrative charge of \$1,000, up to \$2,500, will be assessed for each curb return areas removed in violation of these instructions.

13. USA Requirements

Contractor shall comply with California Government Code 4216, CalOSHA Title 8, Section 1541, and USA North regulations. The Contractor is responsible for clearly marking the work area. **All USA markings (painted or other) shall be removed upon completion of the excavation activities prior to the invoice being submitted.** The limits of the removal shall be the length and width of the curb, gutter, and sidewalk repair project. Removal shall be by sand blasting, high-pressure wash or a method approved in advance by the Engineer or Inspector. Removal shall be accomplished in a manner that leaves the site in a condition equal to or better than before the markings were placed.

14. Assessment of Administrative Penalties

Contractor must comply with all Section and Provisions of Sacramento City Code, specifically Title 8, Chapter 8.68 (as it relates to noise) and Title 12, Chapters 12.04-12.32 (as it relates to sidewalk regulations, construction and repair) or suffer penalties as stated in Chapter 12.20 of Title 12, Section 8.68.220 and Section 8.680.280 of Title 8 and Subsection (l) of Section 3.60.360 of Title 3 of the Sacramento City Code relating to Construction and Other Work in the City Streets.

15. Street and Lane Closures – Temporary Traffic Control

The Contractor is responsible for adhering to all guidelines as stated in Section 12.20.0202 of Title 12 of the City Code pertaining to the Closure of Streets for Work. The Contractor shall submit a Traffic Control Plan to the Inspector to whom the Contractor is assigned at least 10 days prior to the commencement of work. The Traffic Control Plan shall be developed within the following parameters:

- a. Contractor must adhere to all guidelines as stated in Section as.20.030 of Title 12 of the Sacramento City Code pertaining to the Traffic Control Plan – Requirements and Section 6-10 of the Standard Specifications for Public Construction.
- b. Traffic flow plans shall include the placement of barricades and warning signs. The plan shall outline the work order, duration of work, and methods for moving traffic through the construction area. Normal passage shall be available to pedestrians and meet all ADA requirements for user with disabilities. The plan shall show the flow of movement for pedestrian and bicycle traffic altered by the construction or excavation. Traffic Control Plans are to follow the guidelines and requirements of the *California Manual of Uniform Traffic Control Devices*.
- c. Arrow and message boards for lane closures will be used at the direction of the City, or as required by the approved traffic control plan.

- d. Contractor is responsible for monitoring and maintaining all traffic and pedestrian control features, devices, and equipment from start to completion of the repair and maintenance project and/or as directed by the Inspector.
- e. Contractor is responsible for coordinating with the City of Sacramento's Utility Department at least five (5) days prior to the commencement of work requiring fire hydrant shutdown. Contractor shall provide the fire hydrant shutdown schedule to the Inspector at least five (5) days in advance of work commencement.

16. Holiday Season Street Work Moratorium

To reduce traffic congestion during the holiday season, no construction or maintenance projects will be allowed on any of the streets listed on Exhibit D during the holiday season. The holiday season begins Thanksgiving Day and ends on the first workday after New Year's Day. Exceptions may be approved on a case-by-case basis.

No street or sidewalk work, cuts, or trenching will be allowed during this period on the listed streets. All existing street work that cannot be completed prior to the moratorium shall be back filled and paved. All barricades and barriers shall be removed from all travel lanes.

Only emergency repairs will be permitted during this holiday period. All such repairs shall be immediately reported to the assigned Inspector, not later than one hour of the determined need. If an emergency arises during the City's non-working hours, notification to the above office shall be made prior to 9:00 a.m. of the following workday.

17. Materials

Construction materials shall conform to Section 10, Construction Materials, of the City of Sacramento's Standard Specifications for Public Construction.

- a. Concrete
 - i. All concrete placed shall contain six (6) sacks (576 lbs.) of Portland cement per cubic yard and shall have a maximum size for coarse aggregate of one inch (1").
 - ii. Portland Cement used in said concrete shall conform to the American Society for Testing Materials Designation C150, Type II.
 - iii. Unless otherwise specified, all work for curb, gutter, and sidewalks shall conform to Section 24 – Curbs, Sidewalks, and Gutters of the City of Sacramento's Standard Specifications for Public Construction (June 2007).
 - iv. Concrete shall contain 1 pound of lamp black per cubic yard of concrete, unless otherwise directed by the Work Order or the City Inspector.
 - v. Original concrete load tags shall be retained by Contractor for a minimum of one (1) year after completion and acceptance of a project and provide them to the City upon request.

b. Reinforcing Steel

Reinforcing steel shall conform to Section 52, Bar Reinforcement, in the State of California, Department of Transportation. Unless otherwise provided by the Special Provisions, bar reinforcement shall be deformed and shall be Grade 60 conforming to the “Deformed Billet-Steel Bars for Concrete Reinforcement” (ASTM Designation A 615).

Welded steel wire fabric for concrete reinforcement shall conform to ASTM Designation: A 185. The gauge of the wire and the dimensions of the mesh will be shown on the plans.

c. Curb Dowel and Tie Bars

Dowel and tie bars for curbs shall conform to ASTM Designation: A 165, Grade 60 or Grade 40 may be used at the Contractor’s option.

d. Excavated Materials and Spoils

Contractor shall remove all excavated and spoil materials from the job site daily unless authorized by the Inspector. Failure to remove the excavated and spoil materials will result in a demerit.

e. City Provided Materials

The City of Sacramento shall provide the following materials: rubber sidewalk panels, sidewalk metal plates and specs, sidewalk drains, gutter drain, door hangers, and No Parking postings.

18. Grading

Subgrades for pavement, curb and gutter, sidewalk, lined channels and ditches, or for rock base under pavements shall be furnished accurately and true to the lines and sections shown on the plans, within a tolerance of + or –0.05 feet. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of not less than ninety five percent (95%). The subgrade shall be free of segregated material and shall be smooth and true to the required grade and cross section. The Contractor will repair at his expense any damage to a prepared subgrade caused by his operation or by use of public traffic. No material shall be placed upon the prepared subgrade until it is in a condition meeting the requirement specified.

19. Landscape and Irrigation

- a. The Contractor will be required to backfill all areas between (a) the back of the curb and sidewalk, and (b) back of sidewalk and property line.
- b. Landscape fill shall consist of fertile, friable soil of loamy character. It shall be obtained from well drained, arable land and shall be free from subsoil, refuse, roots, heavy or stiff clay, stones larger than one inch (1”) in size, coarse sand, noxious weeds such as Bermuda, Nut Grass and Morning Glory, stocks,

brush, litter and other deleterious substances. Topsoil shall be capable of sustaining healthy plant life.

- c. When requested by the City, the Contractor will provide sod replacement in areas behind the curb in park strip areas and behind the sidewalk as deemed necessary and authorized by the Inspector. Payment for this work will be paid on a square foot price as listed on the Pricing Schedule of this contract.
- d. Contractor is responsible for repairing and replacing any irrigation that is damage through the excavation or replacement work of the project.
- e. Contractor must complete all repairs within 24-hours of notification from the inspector.

20. Gutter Drains

Cast iron gutter drains of the type indicated by the plans shall be installed at points designated. The types of Standard City of Sacramento Gutter Drains are provided in the Standard Specifications for Public Works Construction, Section 38, Standard Drawings. The drains to be set under this contract will be furnished by the City. Gutter drains shall be cemented flush with the surface of the concrete gutter, and/or curb.

21. Erosion and Sediment Control

Attention is directed to Section 16-3, Erosion, Sediment, and Pollution Control, of the City of Sacramento Standard Specifications and the Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control, dated June 2007. Before starting on the project, the Contractor shall submit for acceptance by the Inspector, an erosion and sediment control plan. The plan shall be implemented during construction of the project to control the major sources of urban runoff pollution from the construction site, including erosion, sedimentation, and improper handling/storage of construction materials and equipment. The elements listed below shall be considered in the development of the plan and the plan shall include sufficient detail to assure the objectives will be satisfied.

- a. Wash water, slurry and sediment from concrete and asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be vacuumed and disposed of by Contractor in a manner approved by the Inspector. No dumping into tree wells or other planting areas, or open cuts.
- b. Vegetation Stabilization – Preservation of existing vegetation; seeding and planting; mulching; providing grassy swales and buffers.
- c. Physical Stabilization – Jute Netting; Drain Outlet Protection; Dust Control; Rocked or Paved driveways from project site to street to prevent tracking dirt unto the public right-of-way and gutters.
- d. Sediment Controls – Silt fences; check dams; straw bale barriers; sandbag barriers; rock filter beds; sediment traps, sediment basins, drop inlet protection

such as straw bales, gravel traps and filters, burlap filters, and sandbag protection.

- e. Specific Maintenance Plan and Program - Establishes a frequency of checking erosion and sediment controls after they have initially have been constructed through the end of the project.
- f. Construction Site Housekeeping Practices – Stabilized construction entrances; solid waste management; material storage and delivery; concrete waste disposal; hazardous materials management; maintenance and cleaning; spill prevention and control; daily maintenance and clean-up.
- g. Concrete Waste Management-Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including leftover concrete and material from washing out the concrete truck, shall not be disposed of in a trench or washed into the storm drain system.

22. Barricades

The Contractor will furnish and place Type 1 barricades, in good condition, when they remove the curb, gutter, and/or sidewalk. The City will only supply barricades when the City does the removal. Barricades shall remain in place a minimum of 72-hours after concrete has been poured on new curb and gutter. Barricades shall be placed so as to prohibit vehicles from parking adjacent to new work; spacing shall not exceed twenty (20) feet between barricades.

Barricades used and set-up on the sidewalk and curb ramp construction shall be equipped with all necessary features such as, upper and lower railings, signs, lights, etc., that are required to comply and meet all ADA regulations pertaining to disabled pedestrian traffic and pedestrian control. Reference the City of Sacramento Sidewalk Closure Policy and Standards, dated August 14, 2007.

Contractor shall be responsible for monitoring and keeping barricades placed on curb and gutter work site during the 72-hours requirement period and/or until paved back by City Crews. Contractor is responsible for barricade removal once all time requirements have elapsed and/or City crews have completed pave-back work.

All other barricades shall be removed within 24-hours of completion of concrete work or as deemed appropriate by the Inspector.

23. Repaving

When repaving is needed, the Contractor shall notify the Maintenance Services Division's Lead Construction Inspector by email within 48-hours after the concrete has been poured. Contractor will specify in the email when a driveway is impacted. Failure to comply will result in a demerit.

24. Time Limits

Each Repair Work Order will be completed as indicated:

- a. "Individual Repair Orders" will be completed within ten (10) working days after direction to proceed has been given.
- b. "Package of Repair Orders" consists of fifteen (15) to thirty (30) repair orders and will be completed within twenty (20) working days after direction to proceed is given.
- c. Utility cuts shall be given priority and be completed no later than 15 days of receiving the work order.

Individual repair orders and packages of repair orders will be assigned to the Contractor as prior assigned work is completed and/or approved by the assigned Inspector or Project Manager.

25. Bonds and Insurance

Prior to the execution of a contract, bidders will be required to provide Performance and Payment Bonds in the amount of \$25,000 each. These bonds must be issued by an admitted surety in the form included in these specification, and will be required for the duration of the contract including any extended term(s). Prior to the City's execution of a contract, bidders shall be required to provide proof of insurance and additional insured endorsements as required under the contract.

26. Additional Services

Work not specifically named in the Pricing Schedule shall be negotiated on an individual basis. Prices offered shall as low as or lower than those offered to Contractor's most favored customer for comparable work under similar terms and conditions

27. Notification of Material Changes in Business

Contractor agrees that if they experience any material changes in their business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., they will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

28. Licensing

All Contractors who submit bids on a public works project must be properly licensed. This contract requires either a Class A or C-8 license.

29. Subcontracting

Contractor may only subcontract for the procurement of materials. Contractor shall not enter into a contract or agreement with any individual, partnership, corporation, firm, or other entity to perform any portion of the work or services under this Agreement, without first obtaining permission from the Project Manager.

30. Warranty

The work furnished under these specifications shall be guaranteed for a period of one (1) year from date of acceptance thereof against defective materials, equipment and workmanship. Upon receipt of notice from the City of failure of any part of the materials, equipment, or workmanship during the guarantee period, the affected part or parts shall be replaced with new material and/or equipment, and at the expense of the Contractor.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT A: DETAIL DRAWINGS

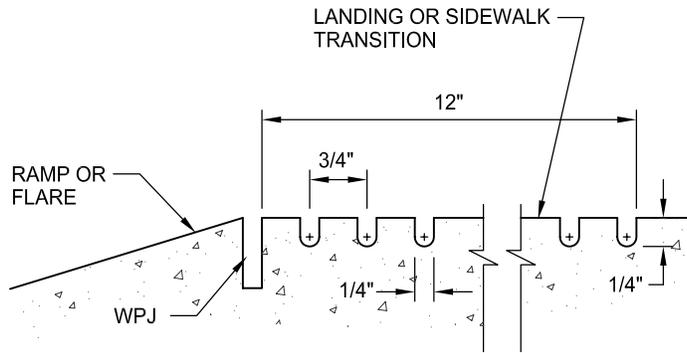
- 1) **SIDEWALK TRANSITIONS**
 - * LOCATED ABOVE RAMP OR LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE AT RAMP OR LANDING
 - * 8.33% (1:12) MAXIMUM SLOPE
- 2) **LANDINGS**
 - * LOCATED ABOVE RAMP
 - * 48" MINIMUM DIMENSION IN ALL DIRECTIONS
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
- 3) **RAMPS**
 - * LOCATED ABOVE PAN OR BELOW LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE
 - * 8.33 % (1:12) MAXIMUM SLOPE
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 4) **PANS**
 - * LOCATED BELOW RAMP
 - * 48" MINIMUM AT BACK OF PAN
 - * 48" MINIMUM FROM BACK OF PAN TO FLOW LINE
 - * 1% (1:100) MINIMUM SLOPE FROM BACK OF PAN TO FLOW LINE
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
 - * ON CORNERS, PAN BOUNDARIES ARE TO BE RADIAL
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 5) **GUTTERS**
 - * ADJACENT TO RAMP OR PAN
 - * 5% (1:20) MAXIMUM SLOPE MEASURED 4' FROM FOC OUT TO STREET PAVEMENT FOR FULL WIDTH OF RAMP.
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES

- 6) **FLARES**
 - * LOCATED ADJACENT TO RAMP
 - * REQUIRED BETWEEN RAMPS WHERE THERE IS NO PLANTER AREA
 - * REQUIRED ON THE EXTERIOR OF RAMPS WHERE THERE IS AN ADJACENT CONCRETE SIDEWALK, REGARDLESS OF OBSTACLES
 - * GENERALLY TRIANGULAR IN NATURE
 - * 10% (1:10) MAXIMUM SLOPE
- 7) **RETAINING CURBS**
 - * REQUIRED ADJACENT TO SIDEWALK TRANSITIONS, LANDINGS, RAMPS AND PANS WHERE THE EXISTING LANDSCAPE (PLANTER AREA) IS 4" OR HIGHER AT ANY POINT ABOVE THE NEWLY CONSTRUCTED CURB RAMP ELEMENT
 - * REQUIRED FOR EXISTING PLANTER AREAS BETWEEN RAMPS
 - * RETAINING CURBS ARE TO HAVE A 6" WIDTH AND A VERTICAL FACE
 - * RETAINING CURB FOUNDATIONS ARE TO EXTEND 8" BELOW THE ADJACENT RAMP ELEMENT SURFACE
 - * OUTSIDE CORNERS OF RETAINING CURBS MUST HAVE A 6" RADIUS
- 8) **12' GROOVING DETAILS**
 - * REQUIRED ADJACENT TO (ON FLAT AREAS ABOVE) RAMP AND FLARE
 - * REQUIRED TO BE PERPENDICULAR TO THE PATH OF TRAVEL
- 9) **CONCRETE COLORING**
 - * LAMP BLACK OR OTHER COLORING SHALL BE ADDED TO NEW CONCRETE AS NECESSARY TO MATCH EXISTING COLOR. THIS APPLIES TO ALL IN FILL LOCATIONS

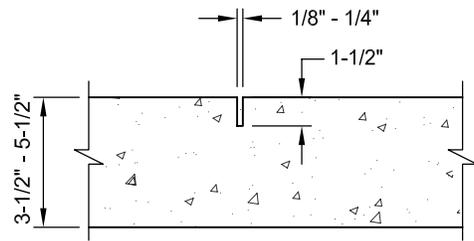
- * DUAL CURB RAMPS ARE REQUIRED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- * ALL ELEMENTS, EXCEPT GUTTERS AND RETAINING CURBS, MUST BE CONSTRUCTED PLANAR IN NATURE WITH WEAKENED PLANE JOINTS SCORED BETWEEN EACH ELEMENT.
- * WHEN FEASIBLE, OPPOSING CURB RAMPS SHALL ALIGN.
- * THESE DEFINITIONS AND STANDARDS, GENERAL DETAILS, AND STANDARD DRAWINGS SHALL APPLY TO ALL CURB AND GUTTER TYPES.
- * THERE ARE VARIATIONS AND ADJUSTMENTS THAT MAY BE REQUIRED UPON THE APPROVAL OF THE ENGINEER.
- * THERE ARE NO VARIANCES TO THE MAXIMUM ALLOWABLE SLOPES AND CROSS SLOPES.

REV.	DATE	DESCRIPTION
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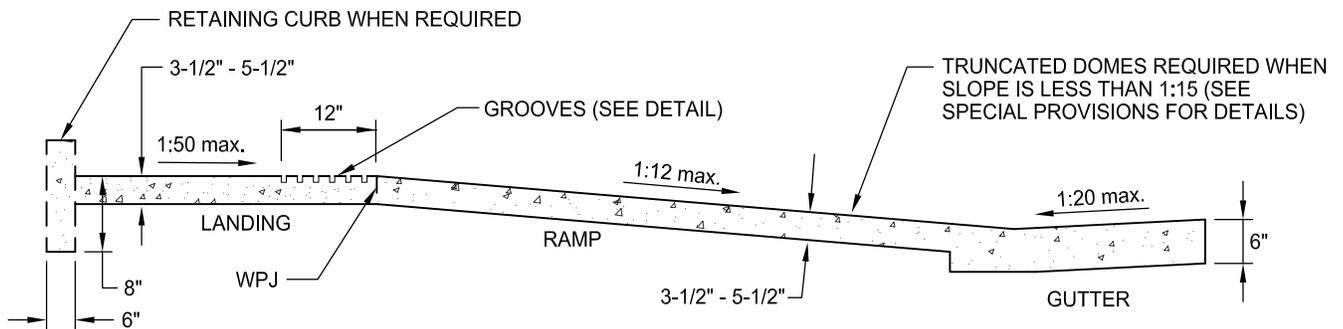
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12" GROOVING DETAIL



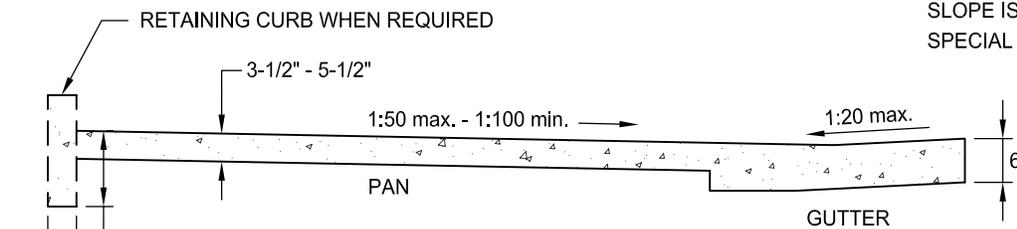
WEAKENED PLANE JOINT (WPJ)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF FLARE, COMBO,
OR PLANTER STRIP CURB RAMP**

NOTE:

ON RAMPS ADJACENT TO PANS
TRUNCATED DOMES REQUIRED WHEN
SLOPE IS LESS THAN 1:15 (SEE
SPECIAL PROVISIONS FOR DETAILS)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF
PAN CURB RAMP**

NOTE:

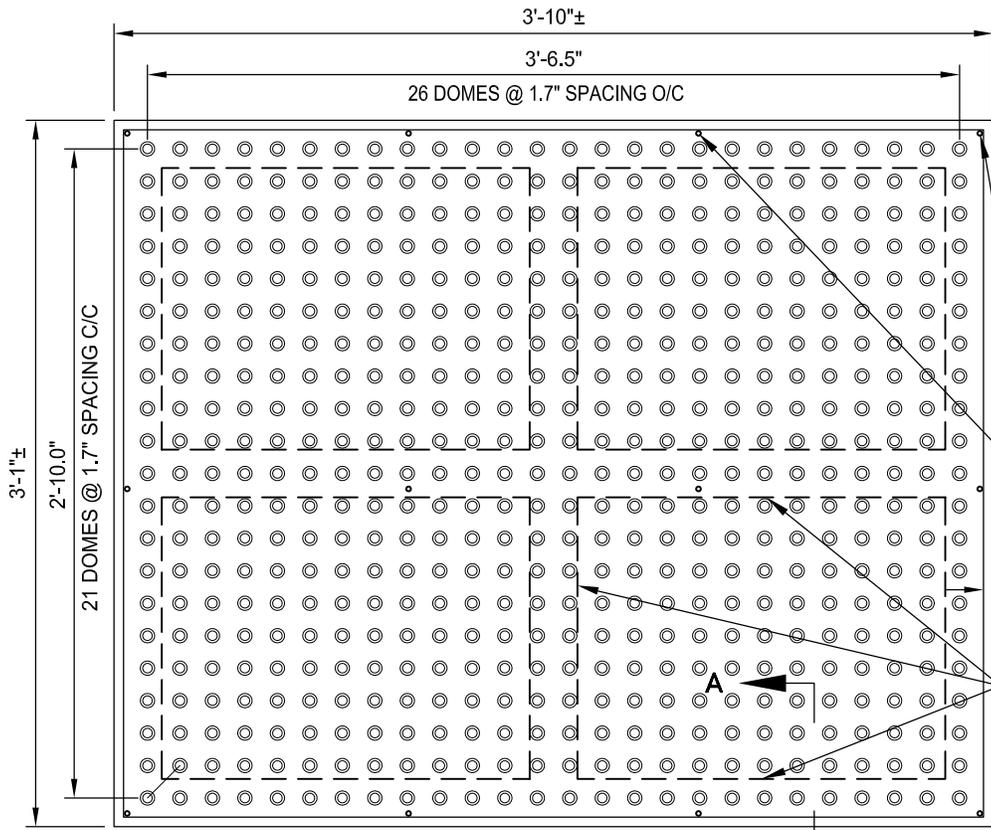
SURFACE OF RAMPS AND PANS SHALL HAVE A TRANSVERSE
BROOM SURFACE TEXTURE ROUGHER
THAN ADJACENT SIDEWALK

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NOTE:

SURFACE MOUNTED TILE DETAILS SHOWN. DETAILS ARE APPLICABLE TO TILE SURFACE SECTION ONLY. CAST-IN-PLACE TILE UNIT DESIGN AND DETAILS TO BE APPROVED BY THE ENGINEER. TILE MATERIAL, FASTENERS, AND ADHESIVE TO BE APPROVED BY THE ENGINEER.



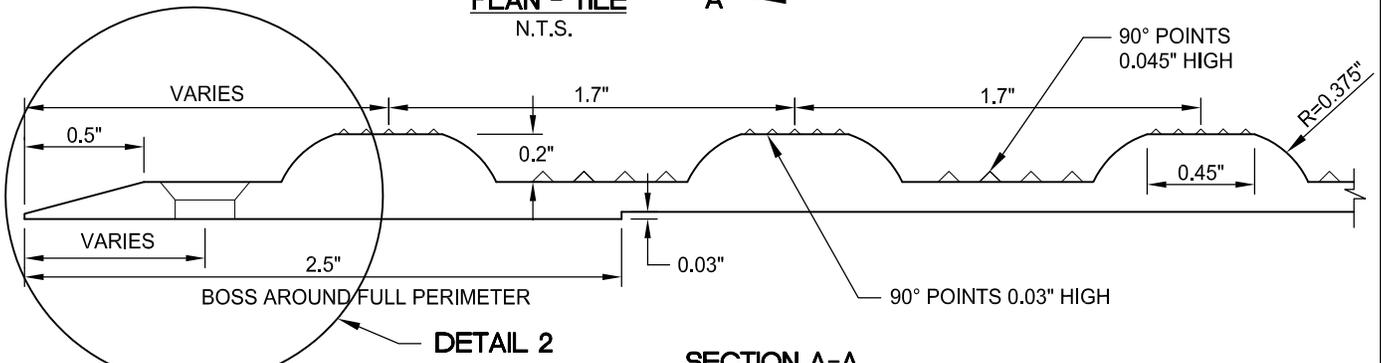
1/4" DIA. CTSK HOLES (TYP. 12 LOCATIONS)

0.5" (TYP. AROUND PERIMETER)

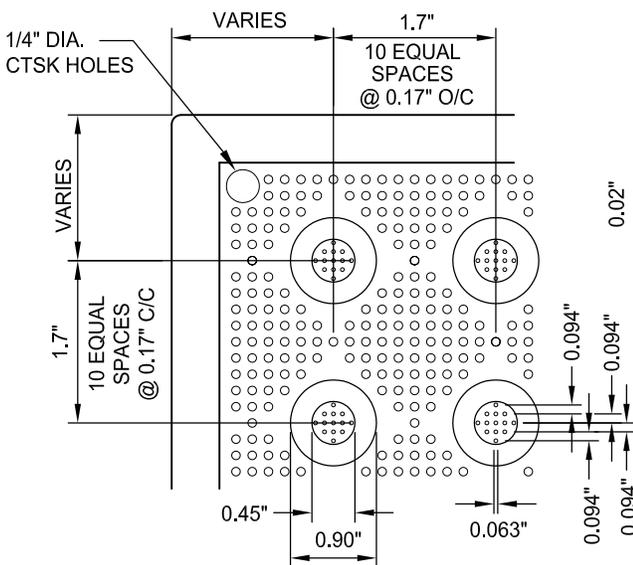
2.5" WIDE BOSS AT UNDERSIDE OF TILE FOR STRUCTURAL ADHESIVE AT FULL PERIMETER AND THROUGH CENTER TILE

PLAN - TILE
N.T.S.

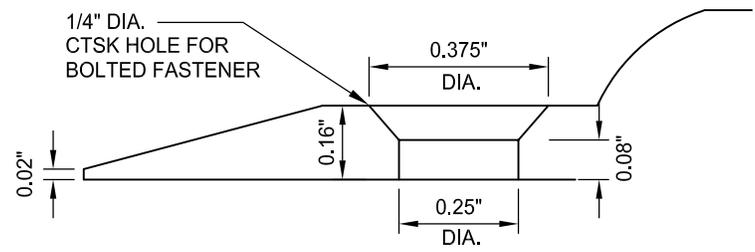
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SECTION A-A
N.T.S.

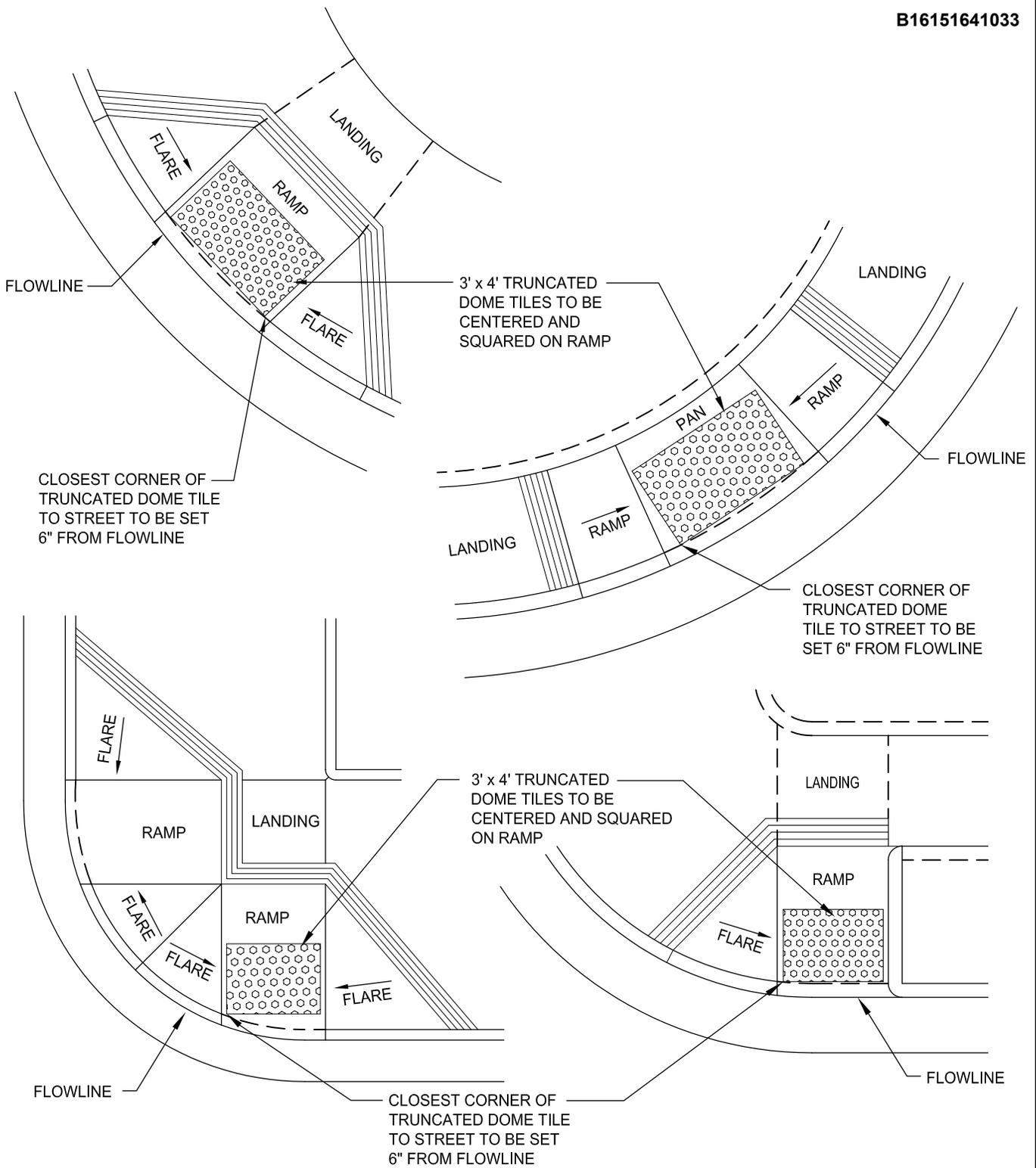


DETAIL 1



DETAIL 2

REV.	DATE	DESCRIPTION



NOTES:

1. TRUNCATED DOMES REQUIRED IN PAN AT ALL LOCATIONS (FOR EXCEPTIONS SEE NOTE 2)
2. TRUNCATED DOMES REQUIRED ON RAMP WHEN SLOPE IS LESS THAN 1:15
3. 3' x 4' DIMENSION IS NOMINAL (SEE DWG CE. 3.1)

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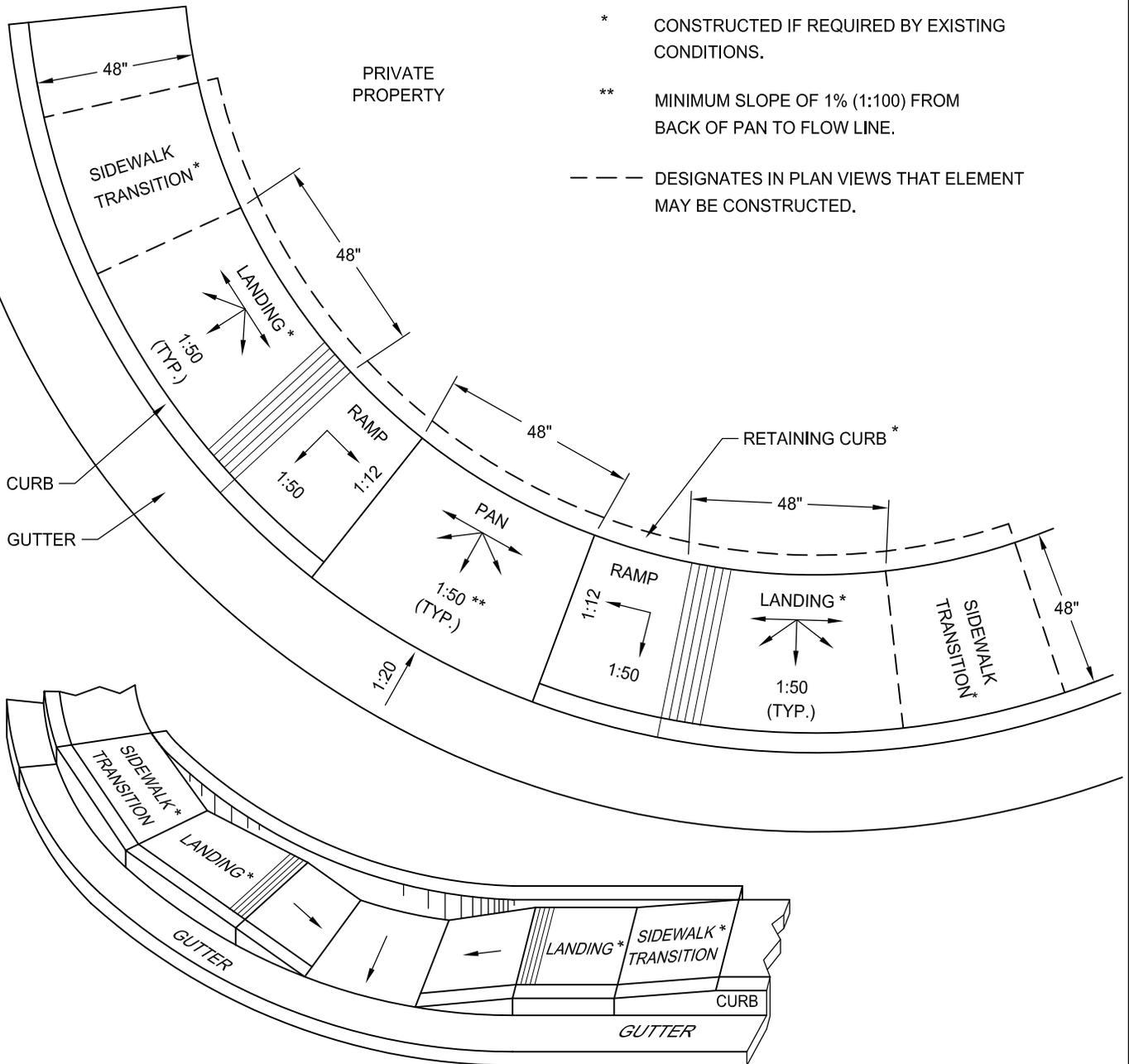
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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REV.	DATE	DESCRIPTION

NOTES:

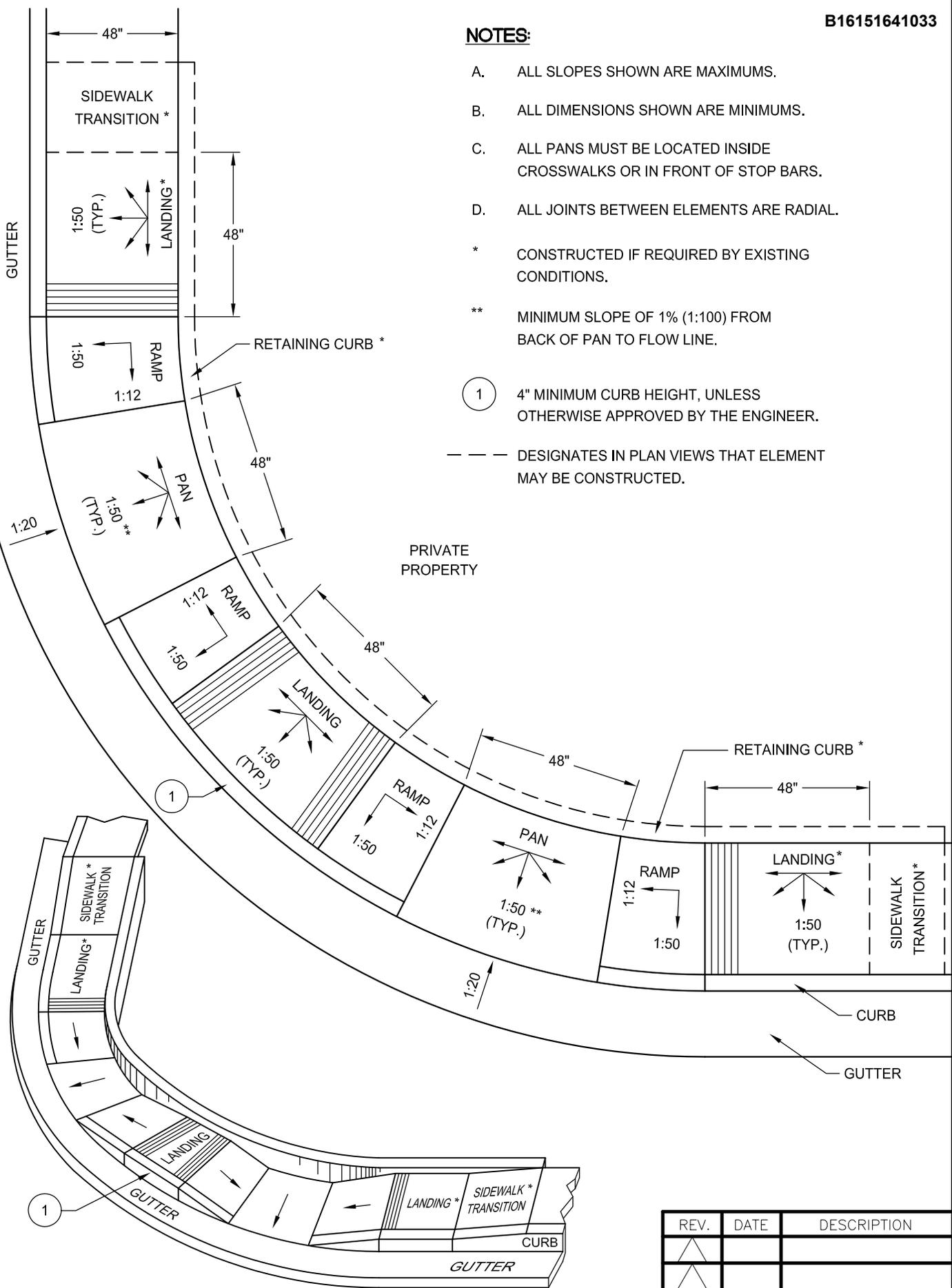
- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

① 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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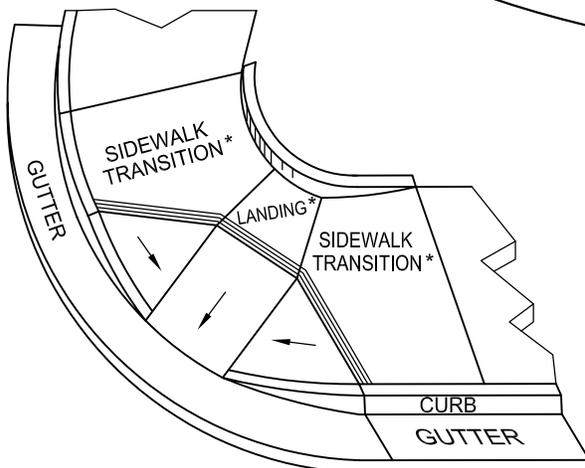
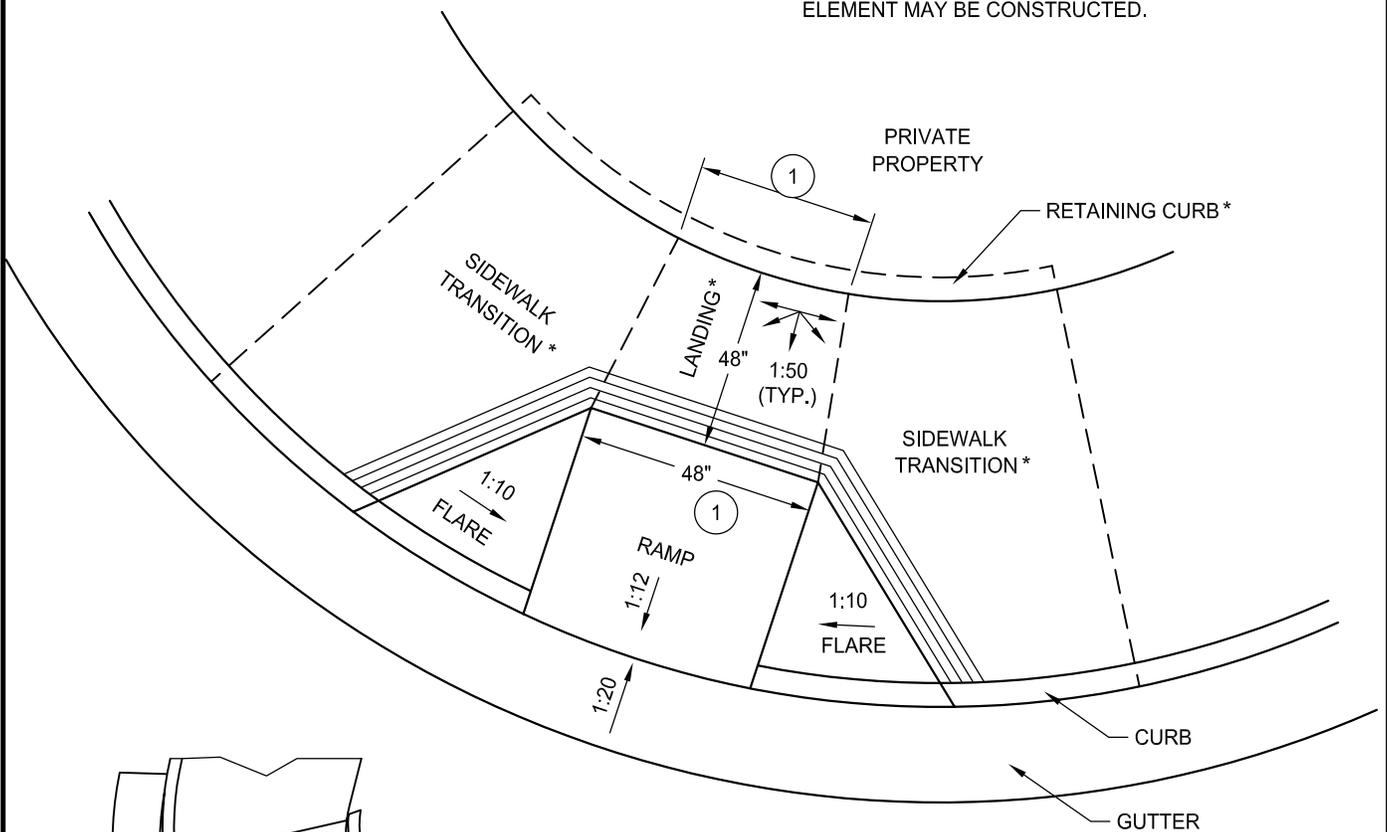
REV.	DATE	DESCRIPTION

NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
 - B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
 - C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
 - D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
 - E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

① THE WIDTH OF RAMP SHALL BE SAME AS LANDING

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



REV.	DATE	DESCRIPTION
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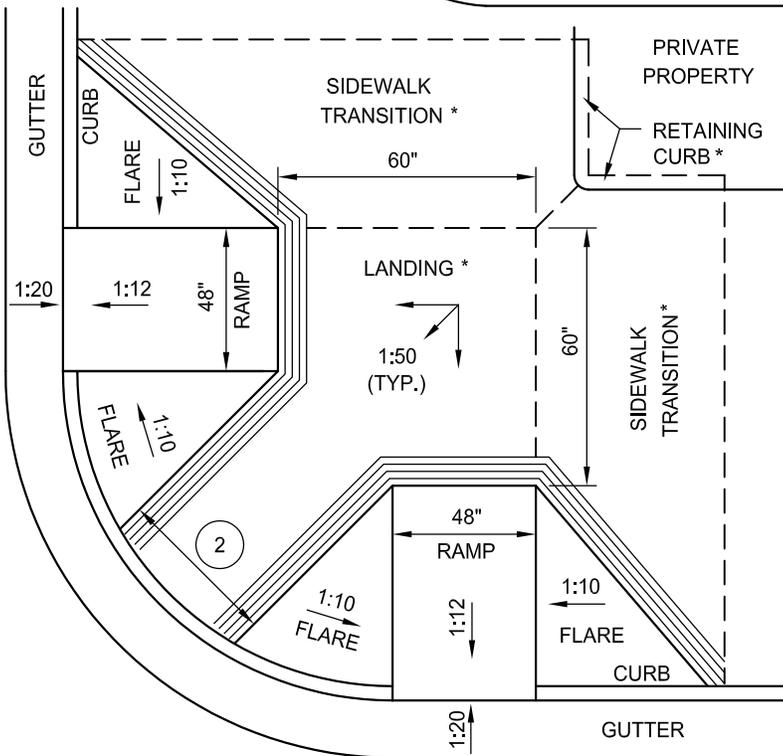
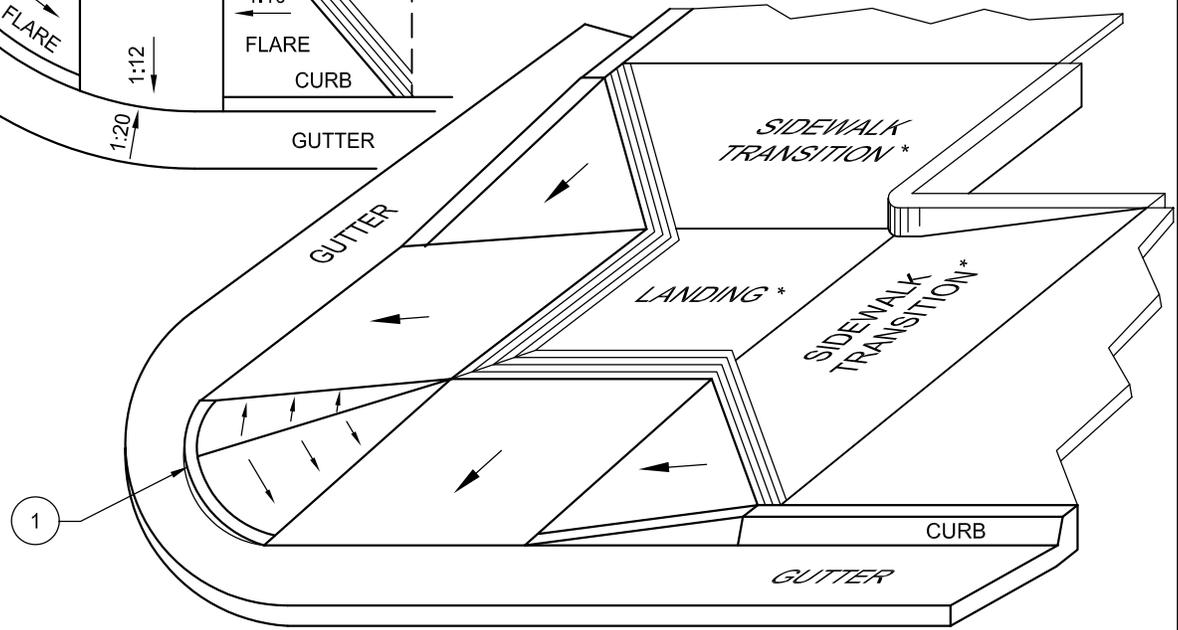
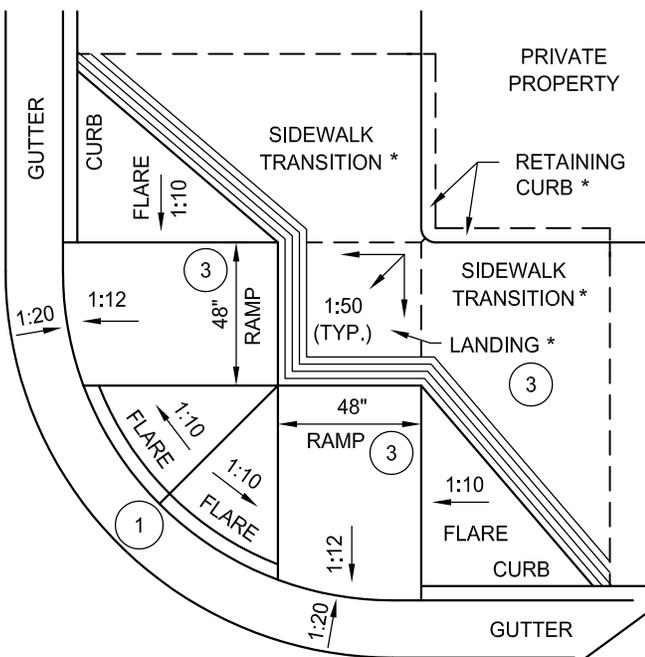
NOTES:

B16151641033

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION. GROOVE PATTERNS OR FLARES CAN INTERSECT.
- 3 IF LANDING CONSTRUCTED, 60" MIN. LANDING DIMENSIONS AND 60" MIN. WIDTH OF RAMP REQUIRED.

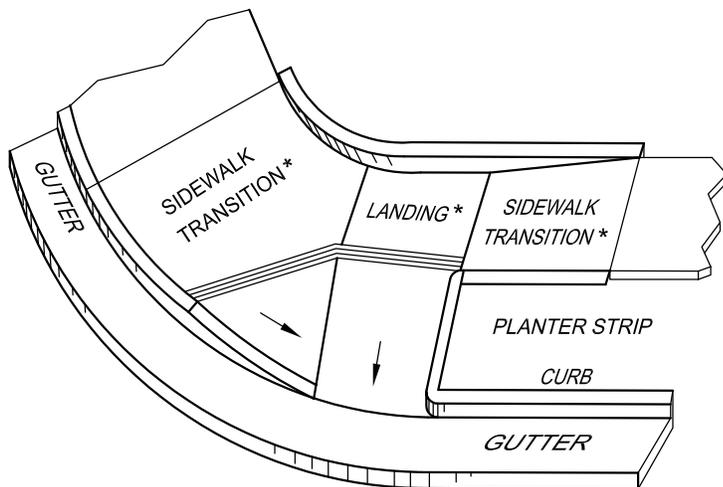
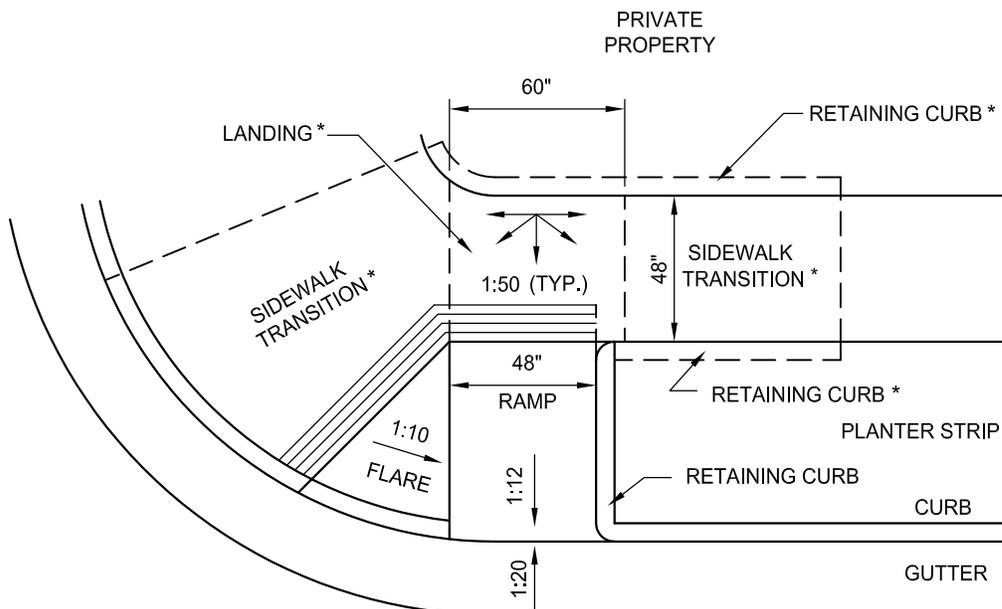
REV.	DATE	DESCRIPTION

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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



REV.	DATE	DESCRIPTION
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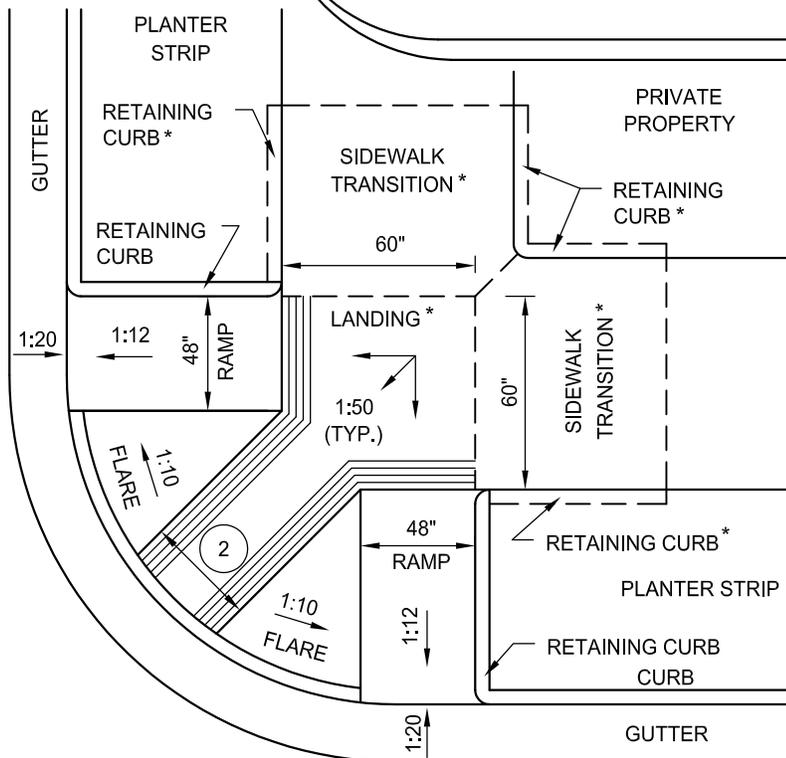
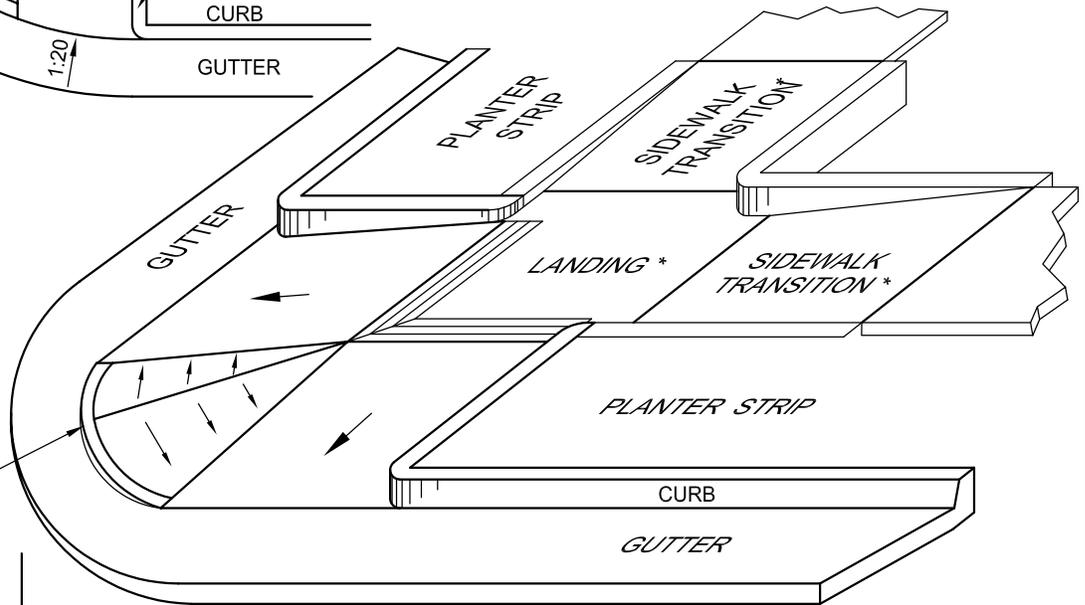
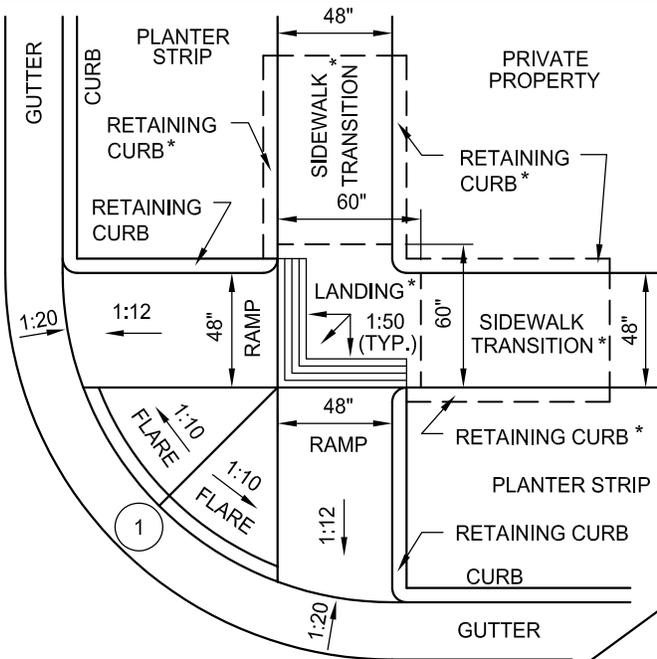
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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION, GROOVE PATTERNS OR FLARES CAN INTERSECT.

REV.	DATE	DESCRIPTION

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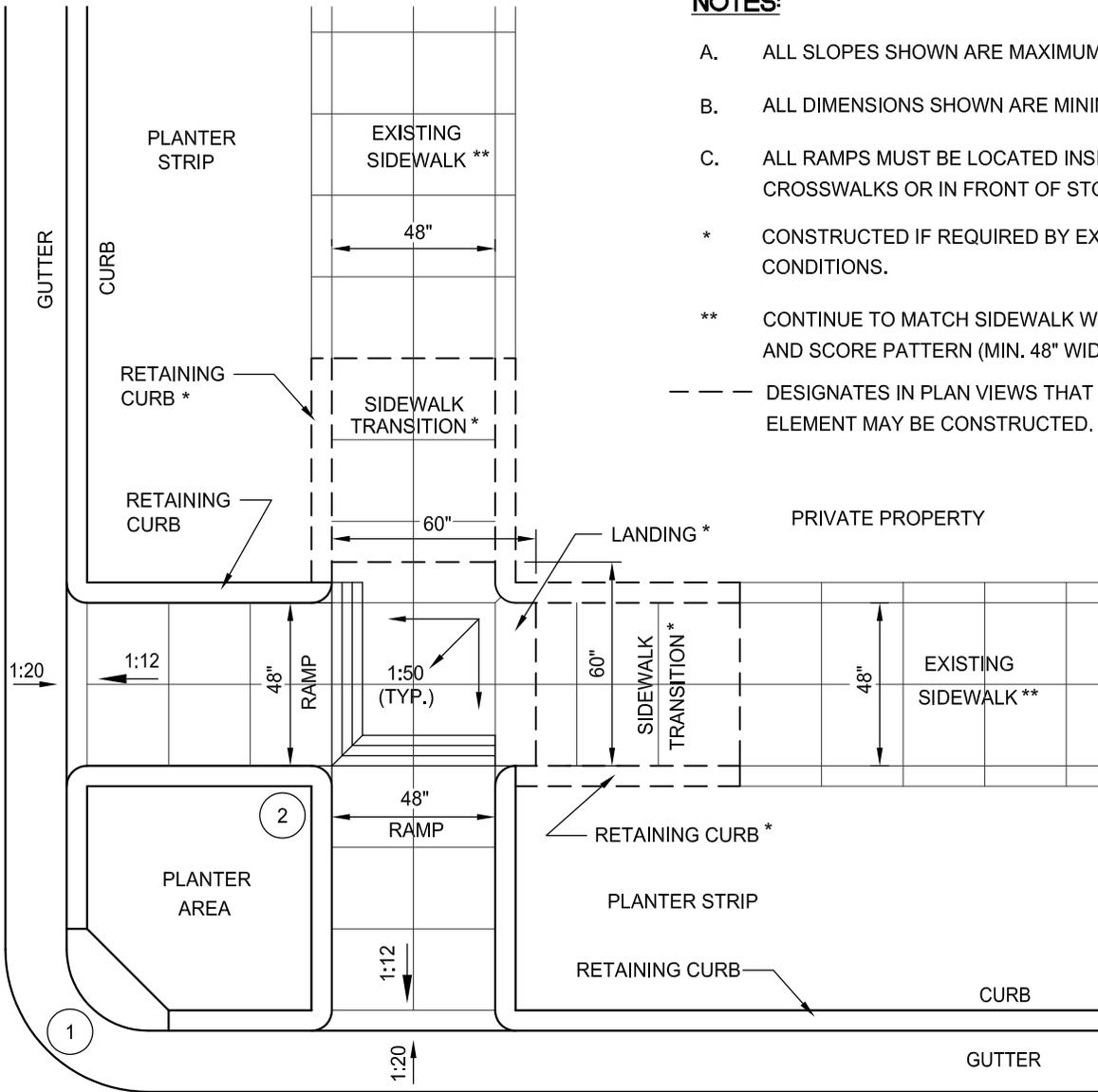
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

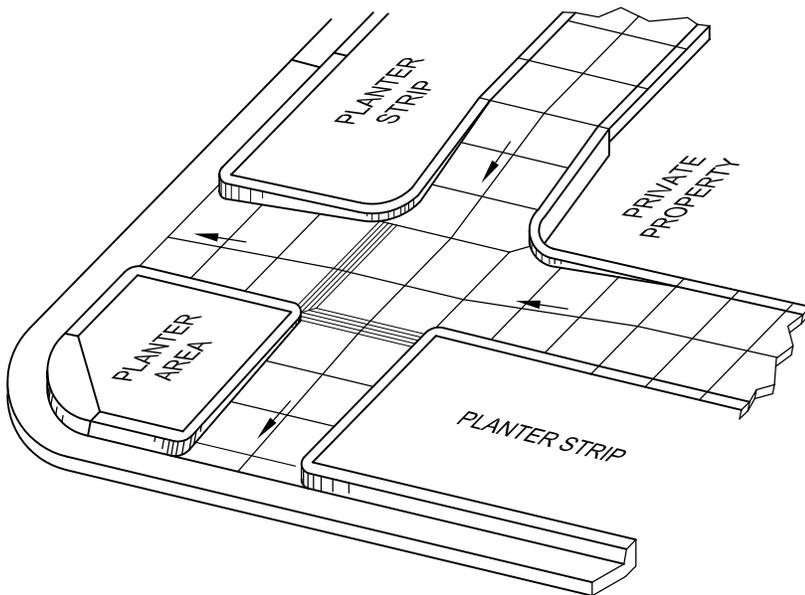
** CONTINUE TO MATCH SIDEWALK WIDTH AND SCORE PATTERN (MIN. 48" WIDE).

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



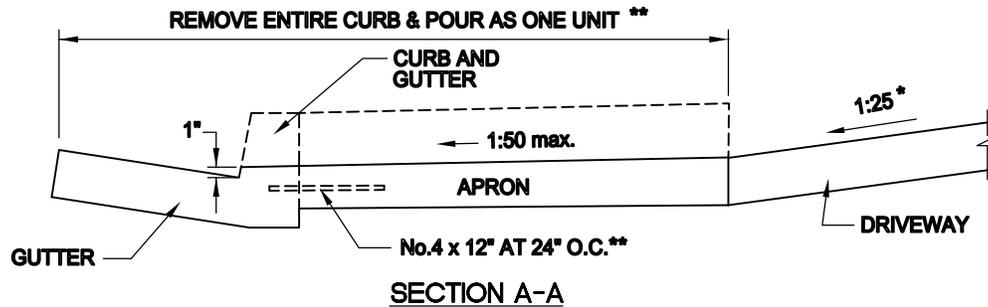
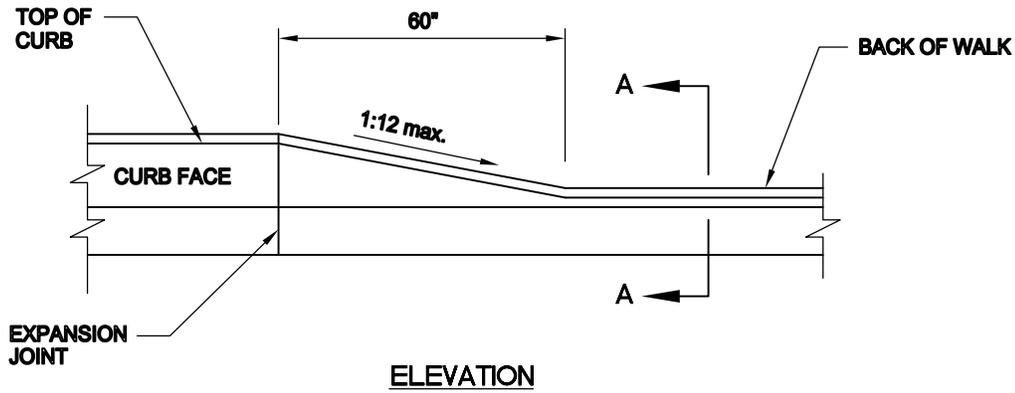
NOTES:

- ① STANDARD CURB HEIGHT TO MATCH EXISTING.
- ② TOP OF RETAINING CURB TO MATCH ADJACENT RETAINING CURB ELEVATIONS. CAN BE FLUSH WITH LANDING.



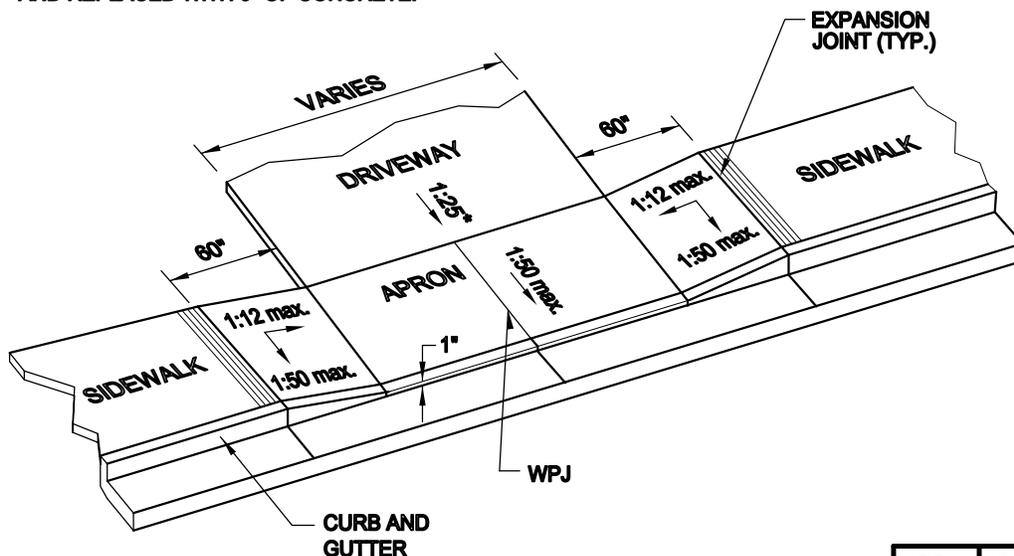
REV.	DATE	DESCRIPTION

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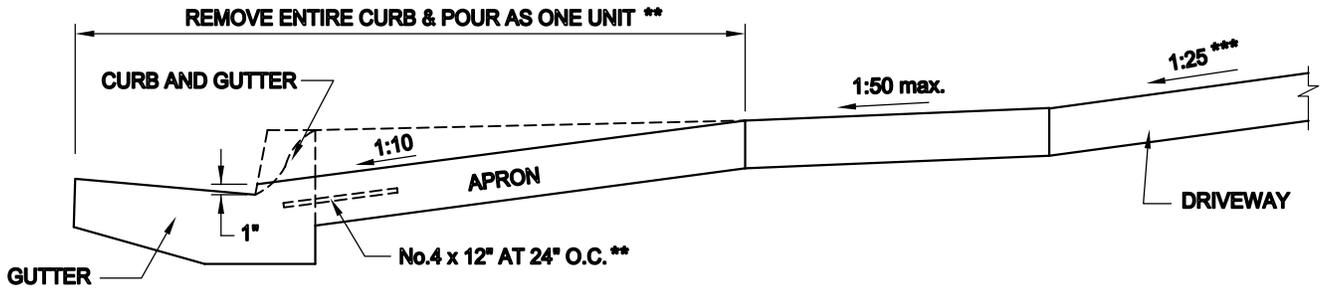
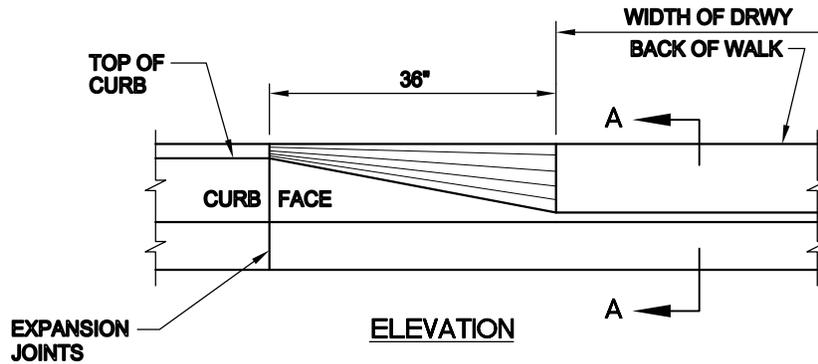
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
 - B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
 - C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
 - D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
 - E. APRON WILL BE DEPRESSED ON CURB AND GUTTER No.13 WHEN RECONSTRUCTING EXISTING COMMERCIAL DRIVEWAYS.
- * ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.
- ** IF CURB & GUTTER ARE POURED SEPARATE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

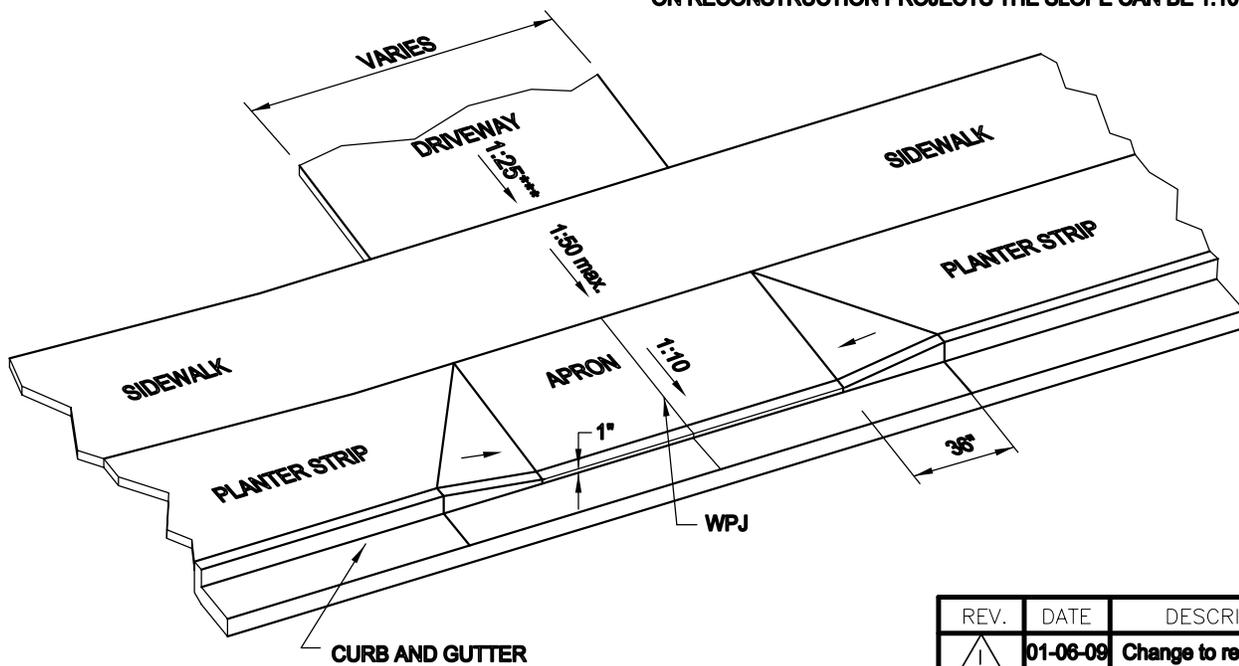
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SECTION A-A WITH VERTICAL CURB

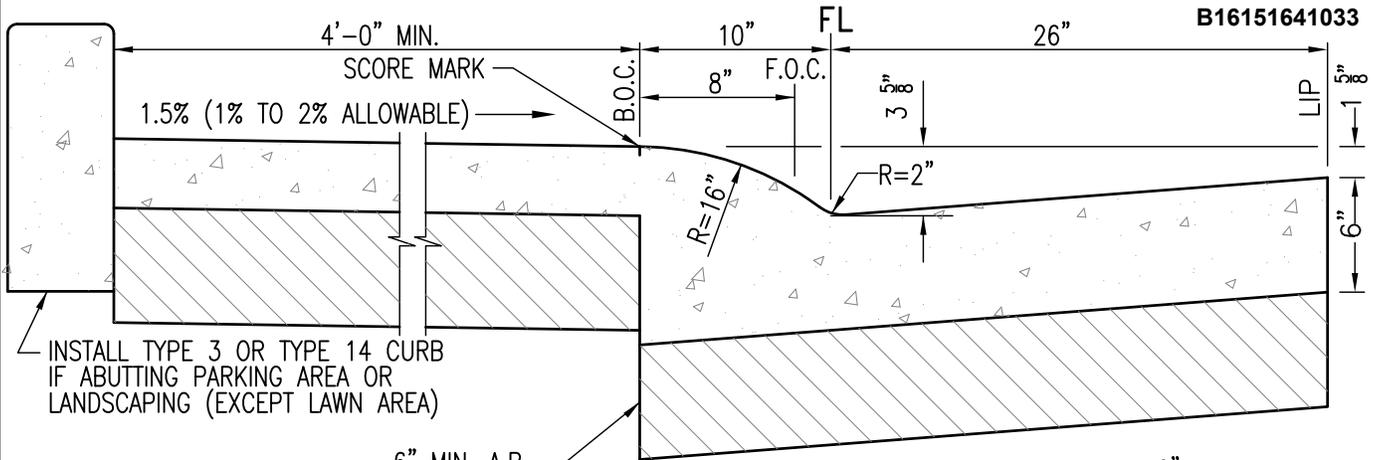
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
 - B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
 - C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
 - D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.
 ** IF CURB AND GUTTER ARE POURED SEPARATE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.
 *** ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

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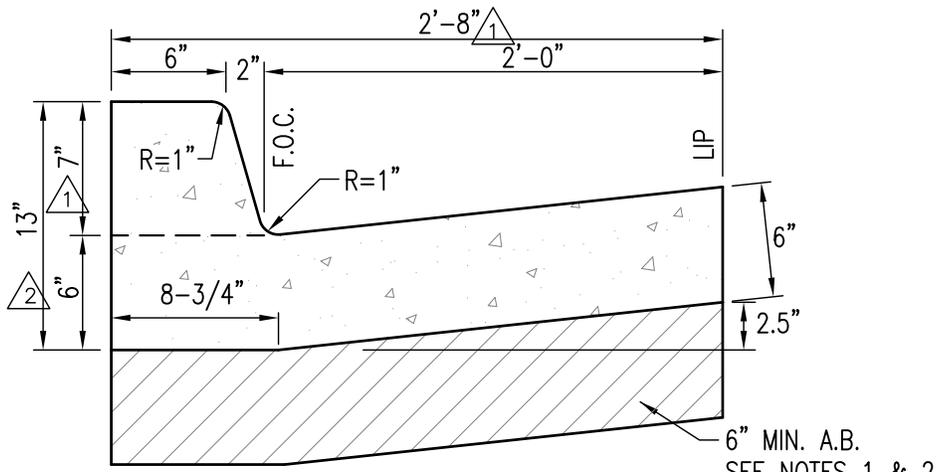


INSTALL TYPE 3 OR TYPE 14 CURB IF ABUTTING PARKING AREA OR LANDSCAPING (EXCEPT LAWN AREA)

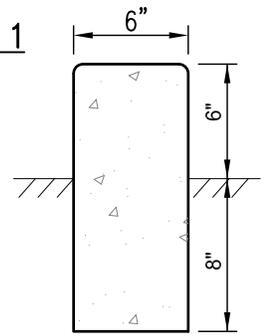
F.O.C. = FACE OF CURB
B.O.C. = BACK OF CURB

6" MIN. A.B. SEE NOTES 1 & 2

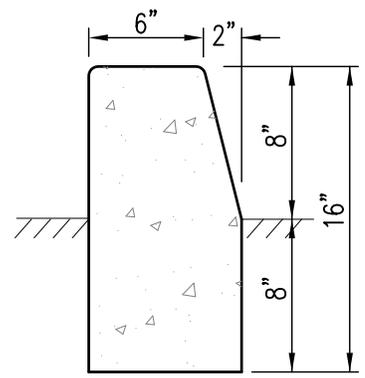
CURB & GUTTER TYPE 1



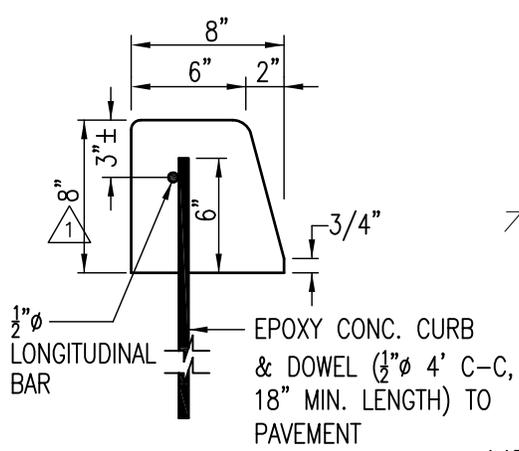
CURB & GUTTER TYPE 2



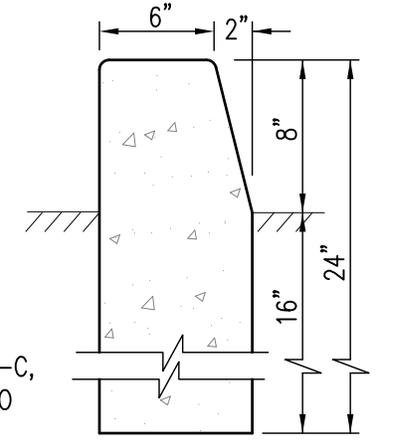
**CURB TYPE 3
BARRIER CURB
PLANTER AREA**



**MEDIAN CURB TYPE 14
NONLANDSCAPED OR
HARDCAPED AREA**



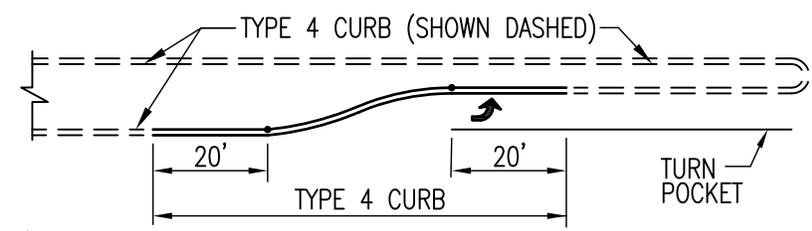
CURB TYPE 4



**MEDIAN CURB TYPE 14A
LANDSCAPED AREA**

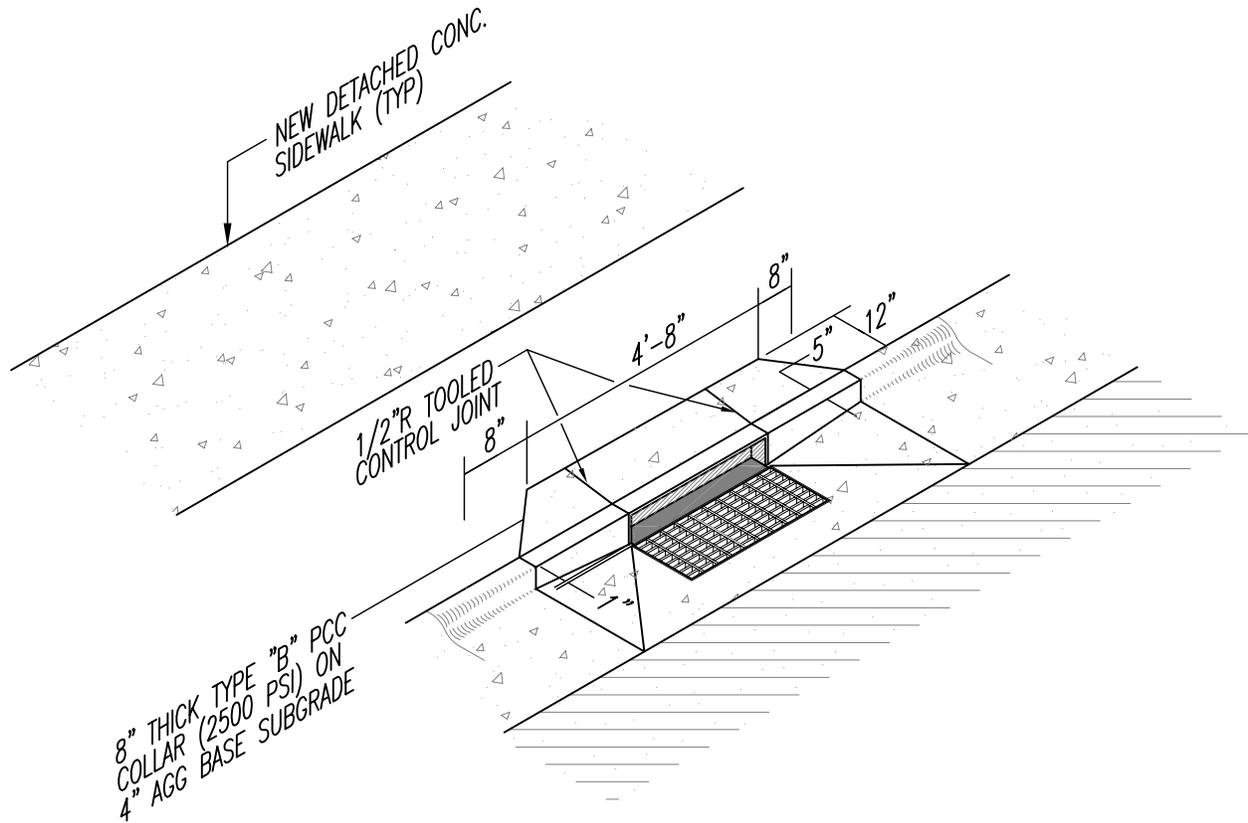
NOTES:

1. 12" MIN. A.B. SHALL BE PLACED IF SUBGRADE IS EXPANSIVE CLAY (R-VALUE LESS THAN 10).
2. TOP 6" OF SUBGRADE SHALL BE COMPACTED TO 95% MIN., UNLESS OTHERWISE APPROVED
3. 1/2" RADIUS ON EXPOSED EDGES.
4. ALL CONCRETE SHALL BE CLASS B.
5. ALL CONSTRUCTION & MATERIALS IN CONFORMANCE WITH SECTION 24 OF STD. SPECIFICATIONS.

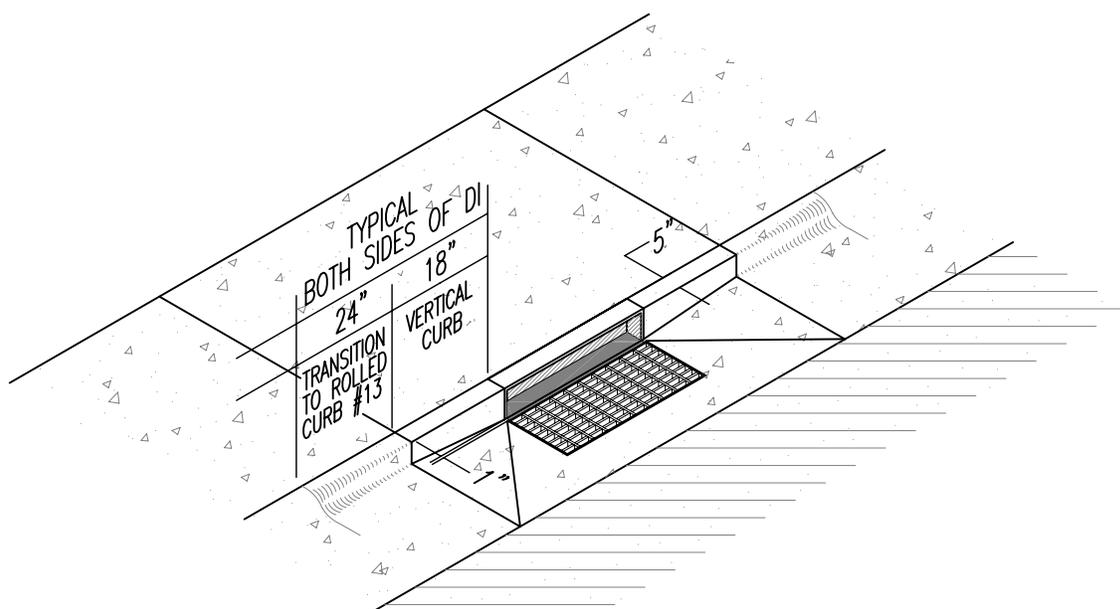


PLAN FOR TYP. PLACEMENT OF TYPE 4 CURB

REV.	DATE	DESCRIPTION
1	08/06/10	Dimensions Changes
2	10/13/11	Dims & Curb Type4 Changes



8" THICK TYPE "B" PCC COLLAR (2500 PSI) ON 4" AGG BASE SUBGRADE

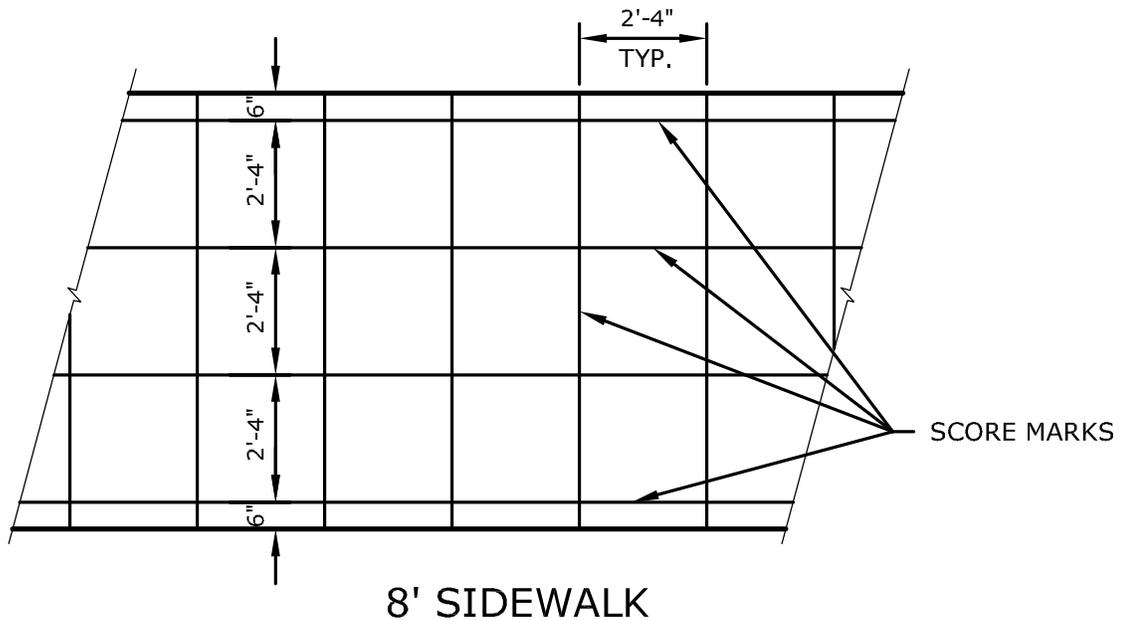
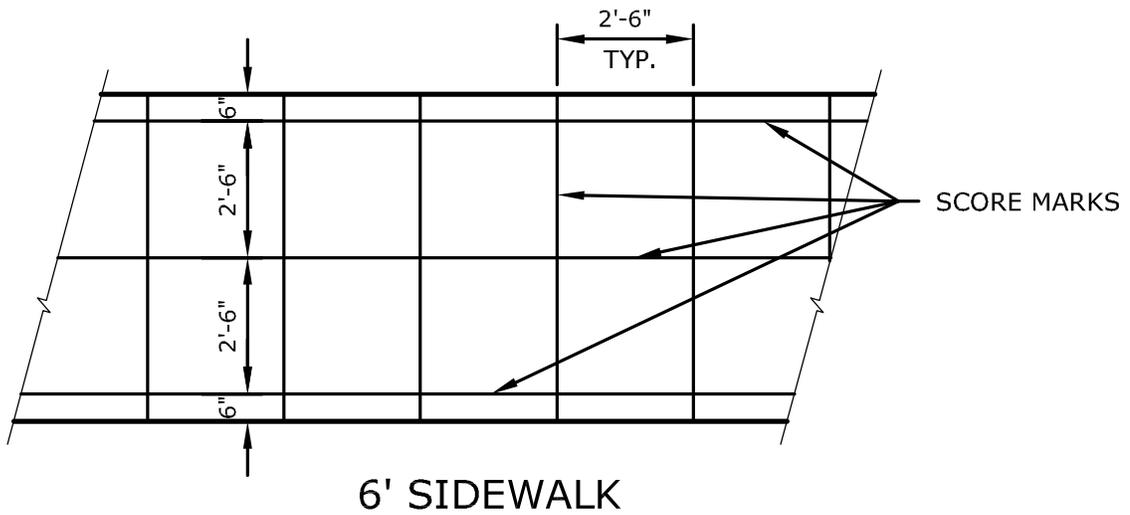


TYPICAL OF DI BOTH SIDES OF DI
24" TRANSITION TO ROLLED CURB #13
18" VERTICAL CURB

NOTE:
1" GAP BETWEEN GRATE FRAME AND HOOD

REV.	DATE	DESCRIPTION
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NOTES

1. Contractor is to request approval of the scoring pattern prior to placement of concrete.
2. Score marks are $\frac{1}{8}$ " - $\frac{1}{4}$ " wide and $\frac{1}{4}$ " deep.
3. Expansion joints required per Standard Specifications.
4. Use color additive as directed by the engineer (approx. 1 lb/cy of lamp black color).

REV.	DATE	DESCRIPTION
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SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related items

A. SCOPE OF WORK, SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT B: HOLIDAY MORATORIUM STREETS

“Holiday Season Moratorium Streets” are defined as follows:

12th Ave., between Martin Luther King, Jr. Blvd and Sutterville Rd.
 21st St., between 4th Ave. and G St.
 24th St., between Knight Wy. and Meadowview Rd. and W St. and 2nd Ave.
 55th St., south of Fruitridge Rd.
 Alta Arden Expressway
 Arden Wy.
 Broadway
 Challenge Wy.
 Del Paso Blvd., south of Marysville Blvd.
 El Camino Ave.
 Ethan Wy.
 Evergreen St.
 Exposition Blvd.
 Fair Oaks Blvd.
 Florin Blvd.
 Folsom Blvd.
 Franklin Blvd.
 Freeport Blvd., within one block of all its side streets, between Broadway and Blair Ave.
 Fruitridge Rd., between Rickey Dr. and 59th St.
 Greenhaven Dr., between Havenhurst Dr. and Windbridge Dr.
 H St.
 Heritage Ln.
 Howe Ave.
 J St.
 La Mancha Wy.
 Mack Rd.
 Marconi Ave.
 Marysville Blvd., between Del Paso Boulevard and Bell Avenue
 Meadowgate Wy., between Munson Wy. and Franklin Blvd.
 Meadowview Rd.
 Munson Wy.
 Natomas Blvd.
 Northgate Blvd.
 Point West Wy.
 Power Inn Rd.
 Response Rd.
 Royal Oaks Dr.
 San Juan Rd.
 Stockton Blvd., and within one block of all its side streets, from Perry Ave. to the south limits of the City

Truxel Rd.
Valley Hi Dr. north of Wyndham
Wy. West El Camino Ave.

The above definition of "Holiday Season Moratorium Streets" may be modified at any time upon written notice to Contractor, as the City Traffic Engineer deems necessary.

In addition to the above-listed streets, no work shall be performed during the holiday season on any street in the area bound by the American River on the north, the Sacramento River on the west, one block south of Broadway on the south, and 34th Street on the east, without obtaining permission in writing from the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted thru the Inspector.

SECTION II – CONTRACT DOCUMENTS**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items****B. LOCAL BUSINESS ENTERPRISE REQUIREMENT**

The City of Sacramento's Local Business Development (LBE) program establishes an annual 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 participation goals established for this project in order to qualify as a responsible bidder.

The minimum LBE participation requirement for this project has been waived by the Director of Public Works.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

C. PUBLIC WORKS CONTRACTOR REGISTRATION AND REPORTING REQUIREMENTS

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 the City).

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 at (916) 808-5567.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

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

Essentials of public works contractor registration program:

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

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

Essentials of Public Works Enforcement Fund:

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

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

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

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

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

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

D. PREVAILING WAGE AND CERTIFIED PAYROLL REPORTING

All bidders shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code will be considered part of the contract agreement.

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>

1. Prevailing Wage Rates

Each Contractor to whom the contract is awarded and any subcontractor must pay the general prevailing wage rates as ascertained from time to time which shall be applicable to this project. Prevailing wages are required for locally funded projects over \$15,000 (for repair, maintenance) and over \$25,000 (for new construction). This is in compliance with SB7, as the City of Sacramento is a Charter City. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Each Contractor and any subcontractor performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at:

<http://www.dir.ca.gov/DLSR/PWD/Determinations/Northern/Northern.pdf>

Each Contractor and any subcontractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work. In those projects where federal funds are involved, as indicated by reference to or the inclusion of the federal Wage Determination in these "Instructions to Bidders," the minimum wages to be paid shall be the highest of either the State or federal prevailing wage rates.

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday recognized by the Labor Unions, the contractor shall reimburse the City of Sacramento the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

2. Payroll Records

In accordance with Section 1776 of the Labor Code, each Contractor to whom the contract is awarded and any subcontractor shall maintain accurate payroll records. Electronic certified payroll records must be submitted to the City on a weekly basis, within ten days after the end of a pay period, through an online system designated by the City. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

E. ASSEMBLY BILL No. 219 PUBLIC WORKS: CONCRETE DELIVERY

In October 2015, California Assembly Bill No. 219 expanded the definition of “public works” to include the hauling and delivery of ready-mix concrete to a public works site, with respect to contracts involving any state agency or any political subdivision of the state.

Please see the attached legislative summary and text of AB 219.



AB-219 Public works: concrete delivery. (2015-2016)

Assembly Bill No. 219

CHAPTER 739

An act to add Section 1720.9 to the Labor Code, relating to public works.

[Approved by Governor October 10, 2015. Filed with Secretary of State October 10, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 219, Daly. Public works: concrete delivery.

Existing law defines "public works," for purposes of requirements regarding the payment of prevailing wages for public works projects, to include, among other things, the hauling of refuse from a public works site to an outside disposal location with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state. Existing law makes a willful violation of law relating to payment of prevailing wages on public works a misdemeanor.

This bill would expand the definition of "public works" for these purposes to include the hauling and delivery of ready-mixed concrete, as defined, to carry out a public works contract, with respect to contracts involving any state agency or any political subdivision of the state. The bill would require the applicable prevailing wage rate to be the rate for the geographic area in which the concrete factory or batching plant is located. The bill would require the entity hauling or delivering ready-mixed concrete to enter into a written subcontract agreement with, and to provide employee payroll and time records to, the party that engaged that entity, as specified. The bill would provide that these provisions apply to public works contracts awarded on or after July 1, 2016. By expanding the definition of a crime, this bill would impose a state-

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1720.9 is added to the Labor Code, to read:

1720.9. (a) For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

(b) For purposes of this section, "ready-mixed concrete" means concrete that is manufactured in a factory or a batching plant, according to a set recipe, and then delivered in a liquefied state by mixer truck for immediate incorporation into a project.

(c) For purposes of this section, the "hauling and delivery of ready-mixed concrete to carry out a public works contract" means the job duties for a ready mixer driver that are used by the director in determining wage rates pursuant to Section 1773, and includes receiving the concrete at the factory or batching plant and the return trip to the factory or batching plant.

(d) For purposes of this section, the applicable prevailing wage rate shall be the current prevailing wage, as determined by the director, for the geographic area in which the factory or batching plant is located.

(e) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall enter into a written subcontract agreement with the party that engaged the entity to supply the ready-mixed concrete. The written agreement shall require compliance with the requirements of this chapter. The entity hauling or delivering ready-mixed concrete shall be considered a subcontractor solely for the purposes of this chapter.

(f) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the entity and to the general contractor

within three working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties in subdivision (c).

(g) This section applies to public works contracts that are awarded on or after July 1, 2016.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

F. APPRENTICE REQUIREMENTS

In accordance with Sacramento City code 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. Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices on the ground of age, ancestry, color, disability, genetic information, gender (including gender identity and gender expression), marital status, medical condition, national origin, race, religion, sex, or sexual orientation. The prime contractor shall be responsible for complying with these provisions for all apprenticeable occupations.

“In the event that a contractor or subcontractor who chooses to employ apprentices fails to comply with the provisions of this section, the city may report the contractor or subcontractor to the director of industrial relations and the California Apprenticeship Council for action as necessary under Section 1777.7 of the California Labor Code.”

Please see the California Labor Code relating to Apprentices on Public Works Projects at the following links: <http://www.leginfo.ca.gov> and/or www.leginfo.ca.gov.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

**G. REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE
(EQUAL BENEFITS ORDINANCE)**

City of Sacramento

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, 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, 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 “A.”

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

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (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
Procurement Services Division
915 I Street, Second 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 CODE

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
Procurement Services Division
915 I Street, Second 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.

ADDENDUM 1

III. BID PROPOSAL DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
B16151641033**

B. PRICING SCHEDULE

**TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:**

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for the **Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items** in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
1	<u>CURB AND GUTTER REMOVAL AND REPLACEMENT</u>			
	171A	21" Vertical Curb & Gutter	LF	\$ 46.00
	171B	21" Rolled Curb & Gutter	LF	\$ 40.00
	171C	3' Vertical Curb & Gutter	LF	\$ 48.50
	171D	3' Rolled Curb & Gutter	LF	\$ 41.75
	171E	5' Vertical Curb & Gutter (Match Existing)	LF	\$ 53.50
	171F	5' Rolled Curb Gutter	LF	\$ 50.25
	171G	Gutter Overlay (3" Thick) – no removal	LF	\$ 8.00
	171H	Curb Only (Curb Type 14A, see detail on page 33)	LF	\$ 24.00
	171I	Curb Only (Curb Type 14, see detail on page 33)	LF	\$ 23.00
SUBTOTAL FOR LINE ITEM 1 – CURB AND GUTTER REMOVAL AND REPLACEMENT				\$ 335.00

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
2	<u>CURB AND GUTTER REMOVAL</u>			
	172A	AC Pavement Removal	Sq Ft	\$ 4.25
SUBTOTAL FOR LINE ITEM 2 – CURB AND GUTTER REMOVAL				\$ 4.25

Addendum 1
Pricing Schedule
(Page 1 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
3	<u>REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS</u>			
	173A4	0 square feet to 100 square feet – 4"	Sq Ft	\$ 12.75
	173A6	0 square feet to 100 square feet – 6"	Sq Ft	\$ 13.50
	173B4	101 square feet to 300 square feet – 4"	Sq Ft	\$ 11.75
	173B6	101 square feet to 300 square feet – 6"	Sq Ft	\$ 12.50
	173C4	301 square feet to 500 square feet – 4"	Sq Ft	\$ 10.75
	173C6	301 square feet to 500 square feet – 6"	Sq Ft	\$ 11.50
	173D4	501 square feet and over – 4"	Sq Ft	\$ 10.00
	173D6	501 square feet and over – 6"	Sq Ft	\$ 10.75
	173E	Removal of Sidewalk, Plus Fill – (if a portion of the sidewalk or park strip is to be removed and not replaced, this amount will be deducted if the property owner or City performs the work)	Sq Ft (per 4" depth)	\$ 4.00
	173F	Aggregate Base – (max 4" lifts) (as per Section 10.7, City of Sacramento Standard Spec for class 2 aggregate base)	Sq Ft	2.75
	173G	Additional Score Lines to Match Adjacent Sidewalk (including Historical Sidewalk Scoring Pattern, see detail on page 36)	Sq Ft	1.50
SUBTOTAL FOR LINE ITEM 3				\$ 101.75
- REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS				

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
4	<u>DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT</u>			
	174A	4" Thick Driveway, Remove and Replace, 100 square feet or less	Sq Ft	\$ 13.75
	174B	4" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 13.00
	174C	6" Thick Driveway, Remove and Replace, less than 100 square feet	Sq Ft	\$ 14.50
	174D	6" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 13.75
SUBTOTAL FOR LINE ITEM 4				\$ 55.00
- DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT				

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
5	<u>TREE ROOT REMOVAL</u>			
	175A	Tree Root Removal	Sq Ft of Surface	\$ 6.50
SUBTOTAL FOR LINE ITEM 5 - TREE ROOT REMOVAL				\$ 6.50

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
6	<u>MISCELLANEOUS SERVICES</u>			
	176A	V-Gutter Removal and Replacement	LF	\$ 18.00
	176B	Gutter Drain, Setting Drain, Type 20's	EA	\$ 40.00
	176C	Set Hood and Grate for A&B Boxes, Including Dig Out and Mortar Finish Inside of the Installed Box	EA	\$ 80.00
	176D	Bus Stops, 3' Rolled, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 47.75
	176E	Bus Stops, 3' Vertical, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 51.50
	176F	Bus Stops, 5' Rolled, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 58.50
	176F1	Bus Stops, 5' Vertical, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 61.00
	176G	Curb Ramps (Remove and replace; City will provide the truncated dome tile)	Sq Ft	\$ 18.00
	176H	Curb Ramps, Historical (Remove and replace)	Sq Ft	19.00
	176H1	Install Truncated Domes. (Remove and replace cast-in-place truncated domes; City will provide the truncated dome tile)	EA	85.00
	176I	Concrete Saw Cutting (shall be done with a power driven abrasive type saw, minimum depth 3-1/2")	LF	7.00
	176J	Replace Backfill Area with Sod - as requested. (total to include cost of sod, labor to install and pick-up of materials)	Sq Ft	5.75
SUBTOTAL FOR LINE ITEM 6 - MISCELLANEOUS SERVICES				\$ 491.50

<u>BID TOTAL (Sum of Subtotals 1, 2, 3, 4, 5, and 6, above)</u>	\$ 994.00
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Company Name: AJ's Concrete & Landscape Contractors

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

Pricing Schedule Notes:

1. In determining the amount bid by each bidder, the 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 face of 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.
2. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity of work to be performed for said item, the item 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 bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the City's estimate of the estimated quantities of work to be performed as items of work.
3. 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 deemed *Non-Responsive* and disregarded.
4. The Contractor submitting this Bid Proposal has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the Contractors in making up this Bid Proposal.

BID SIGNATURE PAGE

Bid No. B16151641033

For: MAINTENANCE AND REPAIR OF CURBS, GUTTERS, SIDEWALKS, AND RELATED ITEMS

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ 10% (not less than ten (10) percent of amount bid)

___ Certified Check

___ Money Order

___ Cashier's Check

X Bid Bond

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

Addendum No. 1 3-18-16
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____

CONTRACTOR:

AJ's Concrete & Landscape Contractors

By: [Signature]
(Signature)

Title: Owner

Address: 830 Jefferson Blvd. #50
(No P.O. Box - Physical Address ONLY)

West Sacramento CA 95691
(City) (State) (ZIP Code)

Telephone No.: 916-376-0777

Fax No.: 916-376-0577

Federal Tax ID # or Social Security #:
Under penalty of perjury, I certify that the Federal Taxpayer
Identification Number and all other information provided here
are correct.
26-1958770

eMail: AJ.LANDSCAPE@YAHOO.COM

Contractor's License No.: 678358, Classification: C8, C27, expiring on
(date) 6-30-2017

Contractor's DIR Public Works Contractor Registration Number 1000011502

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

III. BID PROPOSAL DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

F. DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.

Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three years of the date of my signature below.

EXCEPTION:

Date	Violation Type	Place of Occurrence
If additional space is required use back of this form.		

*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: AS's concrete & Landscap Contractor S

BY: [Signature] OWNER Date: 3-29-16

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

SECTION III – BID PROPOSAL DOCUMENTS**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items****G. 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:**
678358 C-8, C-27 exp. 6-30-2017
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
 Yes No
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No

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

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

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

Yes No Not applicable

OR

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

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

Yes No Not applicable

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

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

Yes No

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

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

Yes No

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

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

Yes No

OR

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

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

VERIFICATION AND SIGNATURE

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

Signed at west sacramento CA, on 3-29-16.
(Location) (Date)

Signature: 

Print name: ARMANDO JACOBO

Title: Owner

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.

**EQUAL BENEFITS ORDINANCE
DECLARATION OF COMPLIANCE**

AJ's Concrete & Landscape Contractors
Name of Contractor

PO BOX 1326, WEST SACRAMENTO CA 95691
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") 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 of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000 in total value.
4. 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.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)

5. 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.

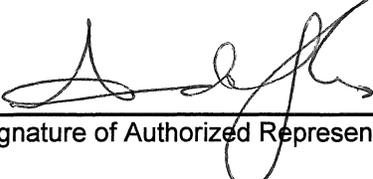
**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)**

- 6. I understand that failure to comply with the provisions of Section 5. (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.
- 7. 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.
- 8. 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 EBO 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.

- 9. 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 City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



 Signature of Authorized Representative

3-29-16

 Date

ARMANDO SACO

 Print Name

OWNER

 Title

SECTION III – BID PROPOSAL DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

H. WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

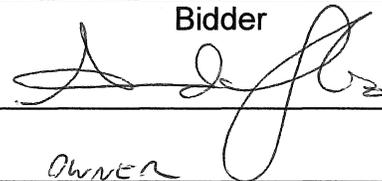
The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for worker's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he/she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

ARMANDO JACOBO DBA.

ATJ'S CONCRETE & LANDSCAPE CONTRACTORS

Bidder

BY:



Title:

OWNER

Address:

PO BOX 1326, WEST SACRAMENTO CA 95691
830 JEFFERSON BLVD. #50, WEST SACRAMENTO CA 95691

Date:

3-29-16

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)

Fiscal Year 2017 - Price Sheet
Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

CODE	DESCRIPTION OF WORK	UNIT	PRICE	DIMENSIONS	QTY	CODE
1. CURB AND GUTTER REMOVAL AND REPLACEMENT						
1A	21" Vertical Curb & Gutter	LF	\$63.42		=	171A
1B	21" Rolled Curb & Gutter	LF	\$56.02		=	171B
1C	3' Vertical Curb & Gutter	LF	\$62.96		=	171C
1D	3' Rolled Curb & Gutter	LF	\$58.84		=	171D
1E	5' Vertical Curb & Gutter (Match Existing)	LF	\$76.59		=	171E
1F	5' Rolled Curb Gutter	LF	\$78.08		=	171F
1G	Gutter Overlay (3" Thick) -- no removal	LF	\$14.78		=	171G
1H	Curb Only (Curb Type 14A)	LF	\$34.38		=	171H
1I	Curb Only (Curb Type 14)	LF	\$32.89		=	171I
2. CURB & GUTTER REMOVAL						
2A	AC Pavement Removal	LF	\$10.80		=	172A
3. REMOVE AND REPLACE SIDEWALK, ALLEY AND DRIVEWAY CUTS						
3A4	0 square feet to 100 square feet -- 4"	SQFT	\$19.38	X	=	173A4
3A6	0 square feet to 100 square feet -- 6"	SQFT	\$20.20	X	=	173A6
3B4	101 square feet to 300 square feet -- 4"	SQFT	\$16.92	X	=	173B4
3B6	101 square feet to 300 square feet -- 6"	SQFT	\$16.35	X	=	173B6
3C4	301 square feet to 500 square feet -- 4"	SQFT	\$14.60	X	=	173C4
3C6	301 square feet to 500 square feet -- 6"	SQFT	\$15.39	X	=	173C6
3D4	501 square feet and over -- 4"	SQFT	\$12.95	X	=	173D4
3D6	501 square feet and over -- 6"	SQFT	\$14.50	X	=	173D6
3E	Removal of Sidewalk, Plus Fill	SQFT	\$7.20	X	=	173E
3F	Aggregate Base (max 4" lifts)	SQFT	\$4.52	X	=	173F
3G	Additional Score Lines to Match Adj. SW	SQFT	\$1.74	X	=	173G
4. DRIVEWAY APPROACHES REMOVE AND REPLACE						
4A	4" Thick remove & replace <100sqft	SQFT	\$19.27	X	=	174A
4B	4" Thick remove & replace >100sqft	SQFT	\$17.17	X	=	174B
4C	6" Thick remove & replace <100sqft	SQFT	\$20.62	X	=	174C
4D	6" Thick remove & replace >100sqft	SQFT	\$18.00	X	=	174D
5. TREE ROOT REMOVAL						
5A	Tree Root Removal	SQFT	\$8.85	X	=	175A
6. MISCELLANEOUS SERVICES						
6A	V-Gutter Removal and Replacement	SQFT	\$45.94	X	=	176A
6B	Gutter Drain, Setting Drain, Type 20's	SQFT	\$159.03	X	=	1 6B
6C	Set Hood and Grate for A&B Boxes	EA	\$304.53		=	176C
6D	Bus Stops, 3' Rolled, 10" thick	EA	\$73.43		=	176D
6E	Bus Stops, 3' Vertical, 10" thick	LF	\$79.04		=	176E
6F	Bus Stops, 5' Rolled, 10" thick	LF	\$94.87		=	176F
6F1	Bus Stops, 5' Vertical, 10" thick	LF	\$97.84		=	176F1
6G	Curb Ramps	SQFT	\$26.64	X	=	176G
6H	Curb Ramps, Historical (R&R)	SQFT	\$31.31	X	=	176H
6H1	Install Truncated Domes	EA	\$154.77		=	176H1
6I	Concrete Saw Cutting	LF	\$7.60		=	176I
6J	Replace Backfill Area with Sod	SQFT	\$6.31	X	=	176J
7. OTHER CUSTOM WORK						
7A	Custom Work	EA			=	177A

CPI: (N/A)

A* Arborist fee is \$110.00 for two hours.

AGREEMENT

(Maintenance Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and _____
Do-Right Concrete, Inc., 3745 Delapp Place, Loomis CA 95650 _____ ("Contractor").

The City and Contractor 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 AND TERM OF CONTRACT

- A. 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:

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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

- B. A general scope of work is contained in the Technical Specifications and may be further defined in a job/task order. Work shall be assigned to Contractor by City on an individual job or task basis, by City's issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Contract, and the Contractor shall perform, comply with and be subject to all provisions of this Contract with regard to any work performed pursuant to any such job/task orders. The job/task orders may involve varying levels of effort during the term of the Contract. The need for services may not be continuous during the term. It is understood and agreed by Contractor that no services at all may be required by City under this Contract. The City will contact Contractor regarding a specific job/task. Contractor shall not commence work prior to receiving a notice to proceed from the City.
- C. The initial term of this Contract is one (1) year from the date of City award. The City may extend the Contract term in writing for additional successive one (1) year periods, provided that the total Contract term including any such extensions shall not exceed five (5) years.

5. CONTRACT AMOUNT AND PAYMENTS

- A. Pursuant to Sacramento City Code Section 3.60.180, the Contractor is required and agrees to pay the State of California, Department of Industrial Relations prevailing wage rates for covered trades employed. The prevailing wage rates may be found at <http://www.dir.ca.gov/dlsr/pwd/>. For job/task orders of \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code. Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Contractor is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. Payment for each job or task shall be authorized by job/task order as provided in Section 4, above, and City shall have no responsibility or liability for any payment not authorized by a City-issued job/task order. All payments shall be made 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.
- C. Unit prices and hourly rates shall not exceed the amount(s) set forth in Contractor's Proposal Form, provided that for each year the Contract term is extended, to account for inflation, the unit prices and hourly rates set forth in Contractor's Proposal Form shall be increased by an amount equal to three (3) percent or the percentage increase for the previous 12 month period in the Consumer Price Index (CPI), San Francisco area, whichever is less.
- D. Subject to deductions, withholdings and additions as specified in the Contract Documents, Contractor shall be paid the sum computed at such unit prices or hourly rates, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual hours worked or actual amount of each such unit price item performed and/ or furnished and incorporated in the Work.
- E. **Maximum Annual Payment:** The total amount paid for all Work authorized by job/task orders during any one year term of the Contract shall not exceed \$ N/A .

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 (in the format required by City) 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 by City of the Work specified in the job/task order. Acceptance by Contractor of the final payment for a job/task order 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 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. Statements may be personally delivered or mailed to:

**City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Bldg. 9
Sacramento CA 95822**

ATTN: Erick Talavera

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 for a job or task as directed in the City-issued job/task order and shall diligently prosecute the Work to final completion. The continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

If so specified in a City-issued job/task order, the Work required by the job/task order shall be brought to completion in the manner provided for in the Contract Documents on or before the date specified in the job/task order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete such 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 any 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, 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 acceptance of the Work, 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 City acceptance of the Work performed for the applicable job/task order. 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 City acceptance of the Work performed for the applicable job/task order.

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 Work specified in a job/task order were not completed by the Completion Date specified therein 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 specified in a job/task order by the Completion Date specified therein, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete such Work within such time.

- B. If a job/task order specifies a Completion Date for the Work required by the job/task order, Contractor shall pay liquidated damages to City for failure to complete such Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of N/A for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such 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.

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

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.
- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of 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 therefore 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; sit-downs; 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 specified in a job/task order (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, if the applicable job/task order specifies a Completion Date, 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 issuance by City of a revised job/task order granting such extension of the Completion Date. 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 as provided herein.

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 by a job/task order are not completed as of the Completion Date specified in the job/task order, if any (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. 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

- A. 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):
- (1) For Work executed pursuant to approved job/task order(s) 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;
 - (2) For reasonable expenses directly attributable to termination.
- B. 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 Surety(ies) 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, either 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:

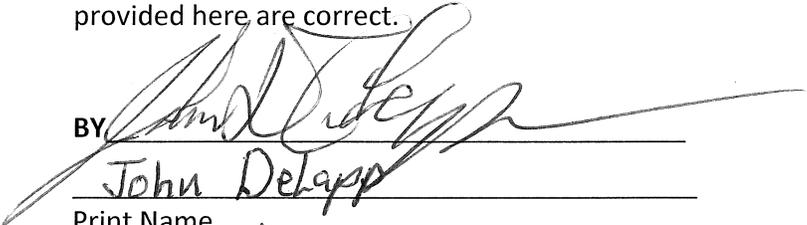
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or 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. 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: 5-10-2016

BY 

John Delapp

Print Name
President

Title

BY 

Dena Delapp

Print Name
Secretary

Title

Federal ID# 51-0505504

State ID# 244-4095-0

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 (Two Signatures Required)
 - Limited Liability Company
 - Other (*please specify:* _____)

CITY OF SACRAMENTO
A municipal corporation

DATE: _____

BY _____

Jerry Way

Print Name

Director of Public Works

Title

For John F. Shirey, City Manager

Original Approved As To Form:



City Attorney

Attest:

City Clerk

**Invitation for Sealed Bids
and Contract Specifications**

for

**MAINTENANCE AND REPAIR OF CURBS,
GUTTERS, SIDEWALKS, AND RELATED ITEMS
BID # B16151641033**

Project Description:

Work-order/task-based maintenance and repair of curbs, gutters, and sidewalks and installation of curb ramps, citywide. There will be multiple contract awards.

Pre-Bid Conference:

1:30 p.m.
Wednesday, March 16, 2016

at:
South Area Corporation Yard
5730 24th Street, Building 9
Sacramento CA 95822

Bids to be received before:

2:00 p.m.
Wednesday, March 30, 2016

at:
Office of the City Clerk
New City Hall, 5th Floor
915 I Street
Sacramento CA 95814

Project Manager:

Erick Talavera
Operations General Supervisor
(916) 808-2272
etalavera@cityofsacramento.org

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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NOTICE TO CONTRACTORS

Sealed Bid Proposals will be received by the City of Sacramento Office of the City Clerk at the New City Hall, 915 I Street, 5th Floor, up to the hour of 2:00 p.m. on **March 30, 2016** and will be opened as soon thereafter as business allows, on **March 30, 2016**, in the Hearing Room, 2nd Floor, Historic City Hall for:

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed Proposals shall be submitted on the printed forms contained in the Invitation for Bid and enclosed in an envelope marked:

Sealed Bid Proposal for: Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items (Bid No. B16151641033)

Official electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page:

PLANET BIDS

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

Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

Bid information obtained from third party sources will not be considered official and not fulfill a bidder's responsibility for obtaining all official bid information as posted on our official site at the link above.

All bidders are invited to attend an optional Pre-Bid Conference at the South Area Corporation Yard, 5730 24th Street, Bldg. 9, Sacramento CA 95822, on Wednesday March 16, 2016, at 1:30 p.m.

Questions regarding this bid should be referred to the Project Manager. All inquiries should be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding..

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

Contractors and subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less.

The City of Sacramento has an approved Labor Compliance Program. The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007. Each contractor and every lower-tier subcontractor must submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Bid protests must be filed 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 to be considered valid in accordance with City of Sacramento Resolution No. 2003-231, dated April 29, 2003. As used herein, 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, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of 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, New City Hall; Sacramento, CA 95814.

City of Sacramento
FORMAL BID / PROPOSAL DELIVERY OPTIONS

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS): - Regular First Class - Certified or Return Receipt - Priority - Express	Office of the City Clerk P.O. Box 122391 Sacramento, CA 95812-2391
2.	Expedited Services: - FedEx - UPS - DHL	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814
3.	Personal Delivery: - Hand Delivery - Courier	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

1. Terms and Definitions

Wherever in the Scope of Work, Technical Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

ADA –	Americans with Disabilities Act of 1990
City –	City of Sacramento
MUTCD –	2014 California Manual on Uniform Traffic Control Devices, and any amendments and revision thereto
Director –	Director of Public Works, City of Sacramento
Standard Specifications –	City of Sacramento Standard Specifications for Public Construction, August 14, 2007, and Addendums (or any updated City Standard Specifications when adopted). http://www.cityofsacramento.org/Utilities/Resources/Specs-and-Drawings
Department –	Department of Public Works, City of Sacramento
Inspector –	The Maintenance Services Division has designated Construction Inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Projects Construction Inspector.
Project Manager –	The Operations General Supervisor assigned to oversee Concrete Maintenance for the City of Sacramento
Working Day –	Defined as any eight (8) hour day, except as follows: Saturdays, Sundays, City-observed holidays, and other days the City is closed, as shown on the City of Sacramento Working Calendar, days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Inspector from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

2. Scope

This Contract is for concrete work primarily limited to curbs, gutters, sidewalks, and related items located throughout the City of Sacramento. The individual jobs typically range in size from 6 square feet to 600 square feet. The City will make repayment for this work.

The Contractor must provide all labor, material, tools, and equipment necessary to complete all work in a workmanlike manner. All work must be performed in accordance with contractual documents, including the specified Work Order(s) and the Project Manager's or designated Inspector's instructions, and shall comply with the City of Sacramento Standard Specifications for Public Works Construction, including but not limited to Section 10 – Construction Materials, Section 17 – Laying Base, Section 18 – Side Forms and Headers, and Section 24 – Curb, Gutter, Sidewalks, and Gutter Drains. Additionally, all work shall comply with the attached drawings that incorporate the latest ADA requirements, as well as the City of Sacramento's Sidewalk Closure Policy and Standards, dated August 14, 2007. In the event these standards and specifications should be changed, revised or updated, Contractor will be provided with the new documents. At the time new standards and specifications are distributed, Contractor will be required to follow updated requirements.

Additional requirements:

- a. Lamp Black is required and shall be added to the concrete mix at the rate of one (1) pound of per cubic yard of concrete, unless otherwise directed by the City Inspector.
- b. Doweling is required on all sidewalk, curb, and gutter projects.
- c. Asphalt and concrete removal cuts shall be neat and straight, and made with a City-approved saw.
- d. Root inspection/root cutting: The Contractor shall contact the City Arborist to schedule a root inspection 48 hours prior to removing the sidewalk. Once the appointment for the root inspection has been set, the Contractor is responsible for removing the concrete and excavating to expose the roots prior to the Arborist's arrival. After completing the inspection, the Arborist will then recommend how the tree roots are to be cut.

Tools required for this work are, but not limited to: pneumatic or hydraulic jackhammer, gas driven abrasive concrete saw (water-cooled blasé), mechanical compaction equipment, miscellaneous hand tools, etc.

3. Period of Performance

Period of Performance will begin on July 1, 2016 (or upon date of award by City Council, if later) and end June 30, 2017 with the option to extend two additional years. Extensions are not guaranteed, will be agreed upon and in writing.

Option Period One will begin July 1, 2017 and end June 30, 2018.

Option Period Two will begin July 1, 2018 and end June 30, 2019.

4. Option Period(s)

The successful bidder/offeror grants the Option Period(s) listed in the Pricing Schedule to the City of Sacramento. The Option Period(s) may be exercised at any time up to within 30-calendar days of the contract completion date. Exercise of the Option Period(s) occurs upon mailing of written notice to the Contractor. The Option Period(s) will be exercised at the sole discretion of the City of Sacramento.

At the time the Option Period(s) are exercised, annual adjustments to account for inflation may be added to the total per item charge as indicated in the Pricing Schedule. This annual adjustment will be based on CPI information as well as current material costs and market conditions specific to this work. Any increase granted shall not exceed four (4) percent above the previous year's pricing.

The City will also look to see if a cost savings is due to the City, based on the CPI, market conditions, and material costs specific to this work. If a cost savings is due to the City, the Pricing Schedule will be adjusted accordingly.

5. Contract Pricing

The Contractor shall furnish fully-burdened pricing, including all labor, materials, tools, arrow boards, message boards, equipment, sediment vacuums, water supply, and incidentals for doing all work involved in the execution of this contract. No additional compensation will be allowed.

A contract for the services described in this Invitation for Bid (IFB) will not be awarded to the single lowest responsible bidder at its bid price – this is a multiple award contract. Instead, the City will review all bids for technical capability, responsibility, and responsiveness.

All of bid submissions that are found to be technically capable, responsible, responsive, and their pricing is found to be within the competitive range will be awarded a contract with the City in the following manner:

1. The City will evaluate the line item unit price(s) submitted by each responsible, responsive, and reasonable bidder. The City will arrive at the contract line item price by deleting the highest and lowest unit bids submitted for each line item(s). Those values that remain will be averaged, and the sum will be the established unit price for that particular line item(s). This is the value that the City of Sacramento will pay for that line item to all of the contractors to whom a contract is awarded.
2. The City will then establish the Primary and Secondary lists of contractors. The primary list will consist of up to seven contractors whose bid submissions were found to be the lowest, responsible, and responsive bidders. The remaining contractors will be added to the secondary list in the order of established above.

At the time the Option Period(s) is due to be exercised, the Contractor will have an opportunity to increase pricing, as provided in Section 4, Option Period(s), above. The Contractor's request must be submitted in writing on company letterhead 30-days prior to the exercise of the option period(s). At this same time, the City will do an analysis to

see if a cost savings is due to the City. The analysis will take into consideration the CPI, market conditions, and material(s) pricing. All bidders to whom a contract is awarded will then be paid this same amount for each of the line item(s).

6. Primary and Secondary List of Contractors

As stated in Section 5, above, the City has a requirement for up to seven contractors throughout most of the year, subject to weather conditions and other constraints. Therefore, the City will establish a primary list of contractors consisting of up to seven contractors.

When the primary list is full, a secondary list will be established and used as needed. The City may award new contract(s) using the established unit price list at any time during the contract period.

The City of Sacramento will prioritize and assign work to the Contractor(s) on the primary list for the specific Neighborhood Service Area that the Contractor(s) is assigned to. During any period when all Contractors on the primary list are working and additional contractors are required, the City will utilize the secondary list.

Both the primary and secondary list(s) are rotational - within their own group. In the event, that a Contractor falls off of the primary list, another contractor may be moved up from the secondary list based on operational need. The City of Sacramento does not guarantee work to any Contractor. Work Order packages will be distributed among contractors who are assigned to a specific Neighborhood service area, unless the City of Sacramento Inspector and/or designated Project Manager has identified a specific need in one of the neighboring service areas, at such time the Contractor may be required to perform work in an area other than the usual assigned area.

7. Assignment of Work

The Maintenance Services Division has designated inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Project Inspector. Contractors will typically be rotated amongst the five Neighborhood Service Area(s) on a bi-annual basis. Upon assignment of the Street Order Repairs, the Inspector will call the Contractor to pick-up the repair order package.

Contractors must contact the Inspector to whom they are assigned by telephone, email, or text message each business day no later than 8:00 a.m. with the following information: (a) Work location; (b) Whether the Contractor would like to meet with the Inspector for questions or clarification. If the Contractor is unable to make contact with their assigned Inspector, they are responsible for contacting the Lead Inspector by phone or email.

For the life of the contract, Contractor shall maintain a telephone and/or answering machine that will enable the Inspector to make contact with the Contractor at all times – cellular phones are acceptable.

8. Demerits

In the event that the contractor does not perform in accordance with the contract's Terms and Conditions, Scope of Work, the City of Sacramento's Standard Specifications for Public Works Construction, Sidewalk Closure Policy and Standards, and the designated inspector, a demerit will be assessed. Specifically, a demerit will be assessed for the following occurrences:

- a. Failure to begin assigned work at the job site at the time(s) indicated by the Project Manager or designated Inspector.
- b. Unavailability for work at the time, date, and/or jobs as directed by the City.
- c. Failure to provide qualified personnel and/or proper equipment as determined by the City's requirements.
- d. Failure to follow the Inspector's work requirements and directions.
- e. Unsatisfactory or unsafe work habits, conditions, and/or employees.
- f. Sub-standard work, as determined by the Inspector and failure to correct all substandard conditions noted within 24-hours.
- g. Failure to contact the City by telephone or in person during the hours specified below.
- h. Violation of any of the work contracted requirements, as stated in the contract's terms and conditions, the City of Sacramento's Standard Specifications for Public Construction, and the City of Sacramento's Sidewalk Closure Policy and Standards.
- i. Failure to follow ADA requirements.
- j. Failure to complete utility cuts within 15 calendar days after receiving the work order.

When a demerit is assessed to a Contractor, a written notification will be provided detailing the violation.

9. Removal and Reassignment from the Primary List to the Secondary List

In the event Contractor(s) assigned to the Primary List receives a total of three (3) demerits in one contract year, Contractor(s) will be removed from the Primary List and will be reassigned to the bottom of the Secondary List. In the event Contractor(s) is/are removed from the Primary List, the top listed vendor from the Secondary List may be moved to the Primary List.

If a Contractor(s) is/are removed from the Primary List after receiving three (3) demerits in one contract year, the Contractor will be advised by telephone of his/their removal. The removal will be confirmed in writing. The Operations General Supervisor will notify all Contractors of their new/revised numerical standing on both the primary and secondary lists.

Assignment from the Secondary List to the Primary List will be at the discretion of the Operations General Supervisor.

10. Invoicing and Payment

Upon completion of a work assignment, the Contractor will submit all invoices to be inspected and approved by the area inspector. The City will pay all invoices on a Net 30 basis.

Invoices for payment shall not be submitted until all work is complete, ready for final inspection, and accepted by the Inspector. All invoices shall be sufficiently detailed to allow for thorough analysis prior to approval. Those invoices that do not provide sufficient information or are not in the approved format shall be returned immediately to the Contractor. Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor. The Net 30-day payment term does not begin until a complete and correct invoice is accepted by the City.

The invoice shall, at a minimum, include the following information:

1. Contractor letterhead, including address
2. Contract Name
3. Description of services billed under this invoice.
4. Date of Invoice Issuance
5. Invoice Number
6. City's Purchase Order Number
7. City's Work Order Number
8. Amount of the Invoice

Invoices shall be mailed or hand delivered to:

City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Building 9
Sacramento, California 95822

11. Commencement and Execution of Work

Contractor shall commence work within two business days from receipt of the Street Work Order from the City Inspector. Commencement of work means to engage in a continuous program onsite including, but not limited to, site posting, site clearance, grading, dredging, landfilling, and the fabrication, erection, or installation of the work and clean-up of site.

Contractor shall notify the resident(s) of the property of any scheduled work to be done 72-hours prior to commencement of any work with a door hanger, provided by the City of Sacramento. Contractor is to provide a temporary traffic control plan and any traffic impact-related public outreach in a timely manner prior to commencing work.

In the event the property is located in an area with parking meters, the Contractor is responsible for notifying their area inspector at least 72-hours prior to the commencement of work. This notification is in addition to the 72-hour notification to the property owner.

No subcontractors shall be allowed to provide work except for specialized services and must be approved, in advance, by the Operations General Supervisor.

12. Survey Monuments

Contractor shall notify the Inspector three (3) business days prior to removing curb, gutter, and sidewalk within the curb return areas in order for the Inspector to check and reset centerline monumentation. An administrative charge of \$1,000, up to \$2,500, will be assessed for each curb return areas removed in violation of these instructions.

13. USA Requirements

Contractor shall comply with California Government Code 4216, CalOSHA Title 8, Section 1541, and USA North regulations. The Contractor is responsible for clearly marking the work area. **All USA markings (painted or other) shall be removed upon completion of the excavation activities prior to the invoice being submitted.** The limits of the removal shall be the length and width of the curb, gutter, and sidewalk repair project. Removal shall be by sand blasting, high-pressure wash or a method approved in advance by the Engineer or Inspector. Removal shall be accomplished in a manner that leaves the site in a condition equal to or better than before the markings were placed.

14. Assessment of Administrative Penalties

Contractor must comply with all Section and Provisions of Sacramento City Code, specifically Title 8, Chapter 8.68 (as it relates to noise) and Title 12, Chapters 12.04-12.32 (as it relates to sidewalk regulations, construction and repair) or suffer penalties as stated in Chapter 12.20 of Title 12, Section 8.68.220 and Section 8.680.280 of Title 8 and Subsection (l) of Section 3.60.360 of Title 3 of the Sacramento City Code relating to Construction and Other Work in the City Streets.

15. Street and Lane Closures – Temporary Traffic Control

The Contractor is responsible for adhering to all guidelines as stated in Section 12.20.0202 of Title 12 of the City Code pertaining to the Closure of Streets for Work. The Contractor shall submit a Traffic Control Plan to the Inspector to whom the Contractor is assigned at least 10 days prior to the commencement of work. The Traffic Control Plan shall be developed within the following parameters:

- a. Contractor must adhere to all guidelines as stated in Section as.20.030 of Title 12 of the Sacramento City Code pertaining to the Traffic Control Plan – Requirements and Section 6-10 of the Standard Specifications for Public Construction.
- b. Traffic flow plans shall include the placement of barricades and warning signs. The plan shall outline the work order, duration of work, and methods for moving traffic through the construction area. Normal passage shall be available to pedestrians and meet all ADA requirements for user with disabilities. The plan shall show the flow of movement for pedestrian and bicycle traffic altered by the construction or excavation. Traffic Control Plans are to follow the guidelines and requirements of the *California Manual of Uniform Traffic Control Devices*.
- c. Arrow and message boards for lane closures will be used at the direction of the City, or as required by the approved traffic control plan.

- d. Contractor is responsible for monitoring and maintaining all traffic and pedestrian control features, devices, and equipment from start to completion of the repair and maintenance project and/or as directed by the Inspector.
- e. Contractor is responsible for coordinating with the City of Sacramento's Utility Department at least five (5) days prior to the commencement of work requiring fire hydrant shutdown. Contractor shall provide the fire hydrant shutdown schedule to the Inspector at least five (5) days in advance of work commencement.

16. Holiday Season Street Work Moratorium

To reduce traffic congestion during the holiday season, no construction or maintenance projects will be allowed on any of the streets listed on Exhibit D during the holiday season. The holiday season begins Thanksgiving Day and ends on the first workday after New Year's Day. Exceptions may be approved on a case-by-case basis.

No street or sidewalk work, cuts, or trenching will be allowed during this period on the listed streets. All existing street work that cannot be completed prior to the moratorium shall be back filled and paved. All barricades and barriers shall be removed from all travel lanes.

Only emergency repairs will be permitted during this holiday period. All such repairs shall be immediately reported to the assigned Inspector, not later than one hour of the determined need. If an emergency arises during the City's non-working hours, notification to the above office shall be made prior to 9:00 a.m. of the following workday.

17. Materials

Construction materials shall conform to Section 10, Construction Materials, of the City of Sacramento's Standard Specifications for Public Construction.

- a. Concrete
 - i. All concrete placed shall contain six (6) sacks (576 lbs.) of Portland cement per cubic yard and shall have a maximum size for coarse aggregate of one inch (1").
 - ii. Portland Cement used in said concrete shall conform to the American Society for Testing Materials Designation C150, Type II.
 - iii. Unless otherwise specified, all work for curb, gutter, and sidewalks shall conform to Section 24 – Curbs, Sidewalks, and Gutters of the City of Sacramento's Standard Specifications for Public Construction (June 2007).
 - iv. Concrete shall contain 1 pound of lamp black per cubic yard of concrete, unless otherwise directed by the Work Order or the City Inspector.
 - v. Original concrete load tags shall be retained by Contractor for a minimum of one (1) year after completion and acceptance of a project and provide them to the City upon request.

b. Reinforcing Steel

Reinforcing steel shall conform to Section 52, Bar Reinforcement, in the State of California, Department of Transportation. Unless otherwise provided by the Special Provisions, bar reinforcement shall be deformed and shall be Grade 60 conforming to the “Deformed Billet-Steel Bars for Concrete Reinforcement” (ASTM Designation A 615).

Welded steel wire fabric for concrete reinforcement shall conform to ASTM Designation: A 185. The gauge of the wire and the dimensions of the mesh will be shown on the plans.

c. Curb Dowel and Tie Bars

Dowel and tie bars for curbs shall conform to ASTM Designation: A 165, Grade 60 or Grade 40 may be used at the Contractor’s option.

d. Excavated Materials and Spoils

Contractor shall remove all excavated and spoil materials from the job site daily unless authorized by the Inspector. Failure to remove the excavated and spoil materials will result in a demerit.

e. City Provided Materials

The City of Sacramento shall provide the following materials: rubber sidewalk panels, sidewalk metal plates and specs, sidewalk drains, gutter drain, door hangers, and No Parking postings.

18. Grading

Subgrades for pavement, curb and gutter, sidewalk, lined channels and ditches, or for rock base under pavements shall be furnished accurately and true to the lines and sections shown on the plans, within a tolerance of + or -0.05 feet. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of not less than ninety five percent (95%). The subgrade shall be free of segregated material and shall be smooth and true to the required grade and cross section. The Contractor will repair at his expense any damage to a prepared subgrade caused by his operation or by use of public traffic. No material shall be placed upon the prepared subgrade until it is in a condition meeting the requirement specified.

19. Landscape and Irrigation

- a. The Contractor will be required to backfill all areas between (a) the back of the curb and sidewalk, and (b) back of sidewalk and property line.
- b. Landscape fill shall consist of fertile, friable soil of loamy character. It shall be obtained from well drained, arable land and shall be free from subsoil, refuse, roots, heavy or stiff clay, stones larger than one inch (1”) in size, coarse sand, noxious weeds such as Bermuda, Nut Grass and Morning Glory, stocks,

brush, litter and other deleterious substances. Topsoil shall be capable of sustaining healthy plant life.

- c. When requested by the City, the Contractor will provide sod replacement in areas behind the curb in park strip areas and behind the sidewalk as deemed necessary and authorized by the Inspector. Payment for this work will be paid on a square foot price as listed on the Pricing Schedule of this contract.
- d. Contractor is responsible for repairing and replacing any irrigation that is damage through the excavation or replacement work of the project.
- e. Contractor must complete all repairs within 24-hours of notification from the inspector.

20. Gutter Drains

Cast iron gutter drains of the type indicated by the plans shall be installed at points designated. The types of Standard City of Sacramento Gutter Drains are provided in the Standard Specifications for Public Works Construction, Section 38, Standard Drawings. The drains to be set under this contract will be furnished by the City. Gutter drains shall be cemented flush with the surface of the concrete gutter, and/or curb.

21. Erosion and Sediment Control

Attention is directed to Section 16-3, Erosion, Sediment, and Pollution Control, of the City of Sacramento Standard Specifications and the Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control, dated June 2007. Before starting on the project, the Contractor shall submit for acceptance by the Inspector, an erosion and sediment control plan. The plan shall be implemented during construction of the project to control the major sources of urban runoff pollution from the construction site, including erosion, sedimentation, and improper handling/storage of construction materials and equipment. The elements listed below shall be considered in the development of the plan and the plan shall include sufficient detail to assure the objectives will be satisfied.

- a. Wash water, slurry and sediment from concrete and asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be vacuumed and disposed of by Contractor in a manner approved by the Inspector. No dumping into tree wells or other planting areas, or open cuts.
- b. Vegetation Stabilization – Preservation of existing vegetation; seeding and planting; mulching; providing grassy swales and buffers.
- c. Physical Stabilization – Jute Netting; Drain Outlet Protection; Dust Control; Rocked or Paved driveways from project site to street to prevent tracking dirt unto the public right-of-way and gutters.
- d. Sediment Controls – Silt fences; check dams; straw bale barriers; sandbag barriers; rock filter beds; sediment traps, sediment basins, drop inlet protection

such as straw bales, gravel traps and filters, burlap filters, and sandbag protection.

- e. Specific Maintenance Plan and Program - Establishes a frequency of checking erosion and sediment controls after they have initially have been constructed through the end of the project.
- f. Construction Site Housekeeping Practices – Stabilized construction entrances; solid waste management; material storage and delivery; concrete waste disposal; hazardous materials management; maintenance and cleaning; spill prevention and control; daily maintenance and clean-up.
- g. Concrete Waste Management-Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including leftover concrete and material from washing out the concrete truck, shall not be disposed of in a trench or washed into the storm drain system.

22. Barricades

The Contractor will furnish and place Type 1 barricades, in good condition, when they remove the curb, gutter, and/or sidewalk. The City will only supply barricades when the City does the removal. Barricades shall remain in place a minimum of 72-hours after concrete has been poured on new curb and gutter. Barricades shall be placed so as to prohibit vehicles from parking adjacent to new work; spacing shall not exceed twenty (20) feet between barricades.

Barricades used and set-up on the sidewalk and curb ramp construction shall be equipped with all necessary features such as, upper and lower railings, signs, lights, etc., that are required to comply and meet all ADA regulations pertaining to disabled pedestrian traffic and pedestrian control. Reference the City of Sacramento Sidewalk Closure Policy and Standards, dated August 14, 2007.

Contractor shall be responsible for monitoring and keeping barricades placed on curb and gutter work site during the 72-hours requirement period and/or until paved back by City Crews. Contractor is responsible for barricade removal once all time requirements have elapsed and/or City crews have completed pave-back work.

All other barricades shall be removed within 24-hours of completion of concrete work or as deemed appropriate by the Inspector.

23. Repaving

When repaving is needed, the Contractor shall notify the Maintenance Services Division's Lead Construction Inspector by email within 48-hours after the concrete has been poured. Contractor will specify in the email when a driveway is impacted. Failure to comply will result in a demerit.

24. Time Limits

Each Repair Work Order will be completed as indicated:

- a. "Individual Repair Orders" will be completed within ten (10) working days after direction to proceed has been given.
- b. "Package of Repair Orders" consists of fifteen (15) to thirty (30) repair orders and will be completed within twenty (20) working days after direction to proceed is given.
- c. Utility cuts shall be given priority and be completed no later than 15 days of receiving the work order.

Individual repair orders and packages of repair orders will be assigned to the Contractor as prior assigned work is completed and/or approved by the assigned Inspector or Project Manager.

25. Bonds and Insurance

Prior to the execution of a contract, bidders will be required to provide Performance and Payment Bonds in the amount of \$25,000 each. These bonds must be issued by an admitted surety in the form included in these specification, and will be required for the duration of the contract including any extended term(s). Prior to the City's execution of a contract, bidders shall be required to provide proof of insurance and additional insured endorsements as required under the contract.

26. Additional Services

Work not specifically named in the Pricing Schedule shall be negotiated on an individual basis. Prices offered shall as low as or lower than those offered to Contractor's most favored customer for comparable work under similar terms and conditions

27. Notification of Material Changes in Business

Contractor agrees that if they experience any material changes in their business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., they will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

28. Licensing

All Contractors who submit bids on a public works project must be properly licensed. This contract requires either a Class A or C-8 license.

29. Subcontracting

Contractor may only subcontract for the procurement of materials. Contractor shall not enter into a contract or agreement with any individual, partnership, corporation, firm, or other entity to perform any portion of the work or services under this Agreement, without first obtaining permission from the Project Manager.

30. Warranty

The work furnished under these specifications shall be guaranteed for a period of one (1) year from date of acceptance thereof against defective materials, equipment and workmanship. Upon receipt of notice from the City of failure of any part of the materials, equipment, or workmanship during the guarantee period, the affected part or parts shall be replaced with new material and/or equipment, and at the expense of the Contractor.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT A: DETAIL DRAWINGS

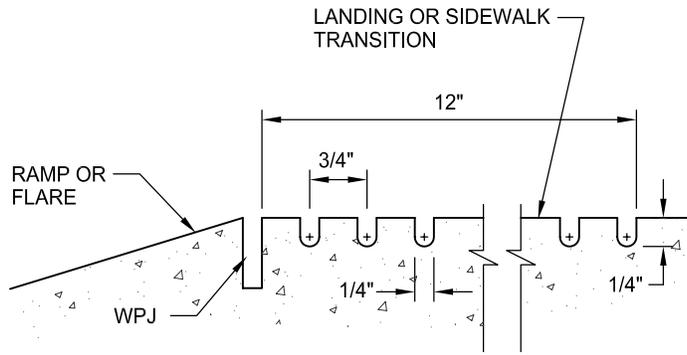
- 1) **SIDEWALK TRANSITIONS**
 - * LOCATED ABOVE RAMP OR LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE AT RAMP OR LANDING
 - * 8.33% (1:12) MAXIMUM SLOPE
- 2) **LANDINGS**
 - * LOCATED ABOVE RAMP
 - * 48" MINIMUM DIMENSION IN ALL DIRECTIONS
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
- 3) **RAMPS**
 - * LOCATED ABOVE PAN OR BELOW LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE
 - * 8.33 % (1:12) MAXIMUM SLOPE
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 4) **PANS**
 - * LOCATED BELOW RAMP
 - * 48" MINIMUM AT BACK OF PAN
 - * 48" MINIMUM FROM BACK OF PAN TO FLOW LINE
 - * 1% (1:100) MINIMUM SLOPE FROM BACK OF PAN TO FLOW LINE
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
 - * ON CORNERS, PAN BOUNDARIES ARE TO BE RADIAL
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 5) **GUTTERS**
 - * ADJACENT TO RAMP OR PAN
 - * 5% (1:20) MAXIMUM SLOPE MEASURED 4' FROM FOC OUT TO STREET PAVEMENT FOR FULL WIDTH OF RAMP.
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES

- 6) **FLARES**
 - * LOCATED ADJACENT TO RAMP
 - * REQUIRED BETWEEN RAMPS WHERE THERE IS NO PLANTER AREA
 - * REQUIRED ON THE EXTERIOR OF RAMPS WHERE THERE IS AN ADJACENT CONCRETE SIDEWALK, REGARDLESS OF OBSTACLES
 - * GENERALLY TRIANGULAR IN NATURE
 - * 10% (1:10) MAXIMUM SLOPE
- 7) **RETAINING CURBS**
 - * REQUIRED ADJACENT TO SIDEWALK TRANSITIONS, LANDINGS, RAMPS AND PANS WHERE THE EXISTING LANDSCAPE (PLANTER AREA) IS 4" OR HIGHER AT ANY POINT ABOVE THE NEWLY CONSTRUCTED CURB RAMP ELEMENT
 - * REQUIRED FOR EXISTING PLANTER AREAS BETWEEN RAMPS
 - * RETAINING CURBS ARE TO HAVE A 6" WIDTH AND A VERTICAL FACE
 - * RETAINING CURB FOUNDATIONS ARE TO EXTEND 8" BELOW THE ADJACENT RAMP ELEMENT SURFACE
 - * OUTSIDE CORNERS OF RETAINING CURBS MUST HAVE A 6" RADIUS
- 8) **12' GROOVING DETAILS**
 - * REQUIRED ADJACENT TO (ON FLAT AREAS ABOVE) RAMP AND FLARE
 - * REQUIRED TO BE PERPENDICULAR TO THE PATH OF TRAVEL
- 9) **CONCRETE COLORING**
 - * LAMP BLACK OR OTHER COLORING SHALL BE ADDED TO NEW CONCRETE AS NECESSARY TO MATCH EXISTING COLOR. THIS APPLIES TO ALL IN FILL LOCATIONS

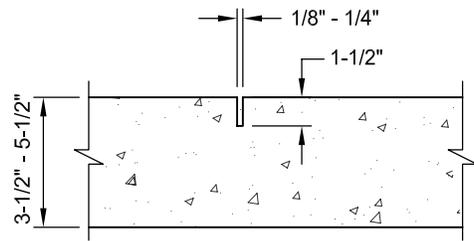
- * DUAL CURB RAMPS ARE REQUIRED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- * ALL ELEMENTS, EXCEPT GUTTERS AND RETAINING CURBS, MUST BE CONSTRUCTED PLANAR IN NATURE WITH WEAKENED PLANE JOINTS SCORED BETWEEN EACH ELEMENT.
- * WHEN FEASIBLE, OPPOSING CURB RAMPS SHALL ALIGN.
- * THESE DEFINITIONS AND STANDARDS, GENERAL DETAILS, AND STANDARD DRAWINGS SHALL APPLY TO ALL CURB AND GUTTER TYPES.
- * THERE ARE VARIATIONS AND ADJUSTMENTS THAT MAY BE REQUIRED UPON THE APPROVAL OF THE ENGINEER.
- * THERE ARE NO VARIANCES TO THE MAXIMUM ALLOWABLE SLOPES AND CROSS SLOPES.

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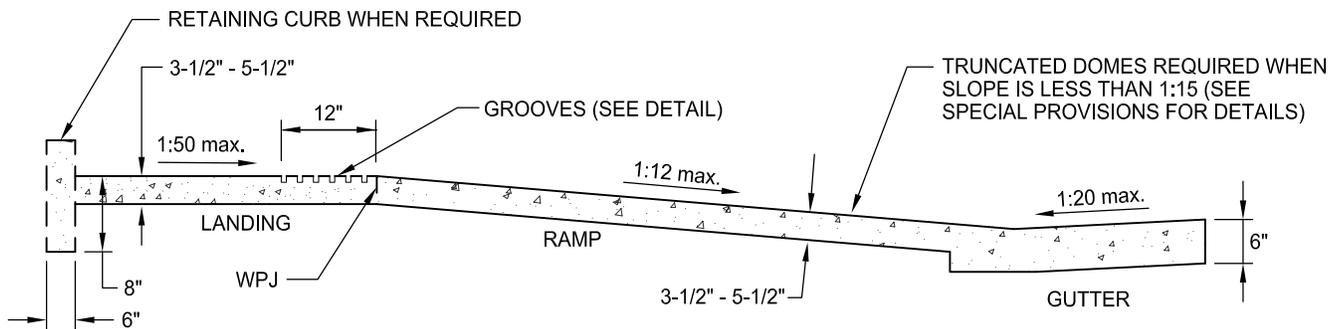
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12" GROOVING DETAIL



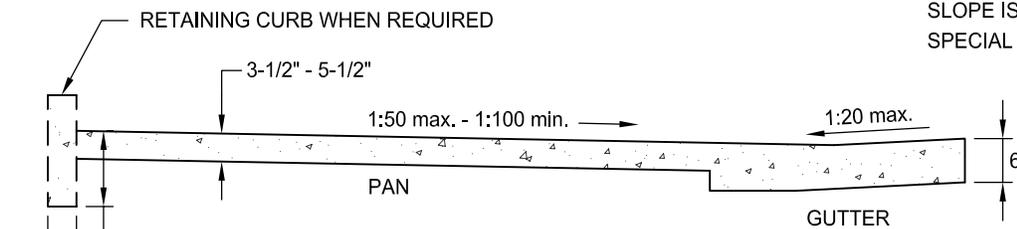
WEAKENED PLANE JOINT (WPJ)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF FLARE, COMBO,
OR PLANTER STRIP CURB RAMP**

NOTE:

ON RAMPS ADJACENT TO PANS
TRUNCATED DOMES REQUIRED WHEN
SLOPE IS LESS THAN 1:15 (SEE
SPECIAL PROVISIONS FOR DETAILS)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF
PAN CURB RAMP**

NOTE:

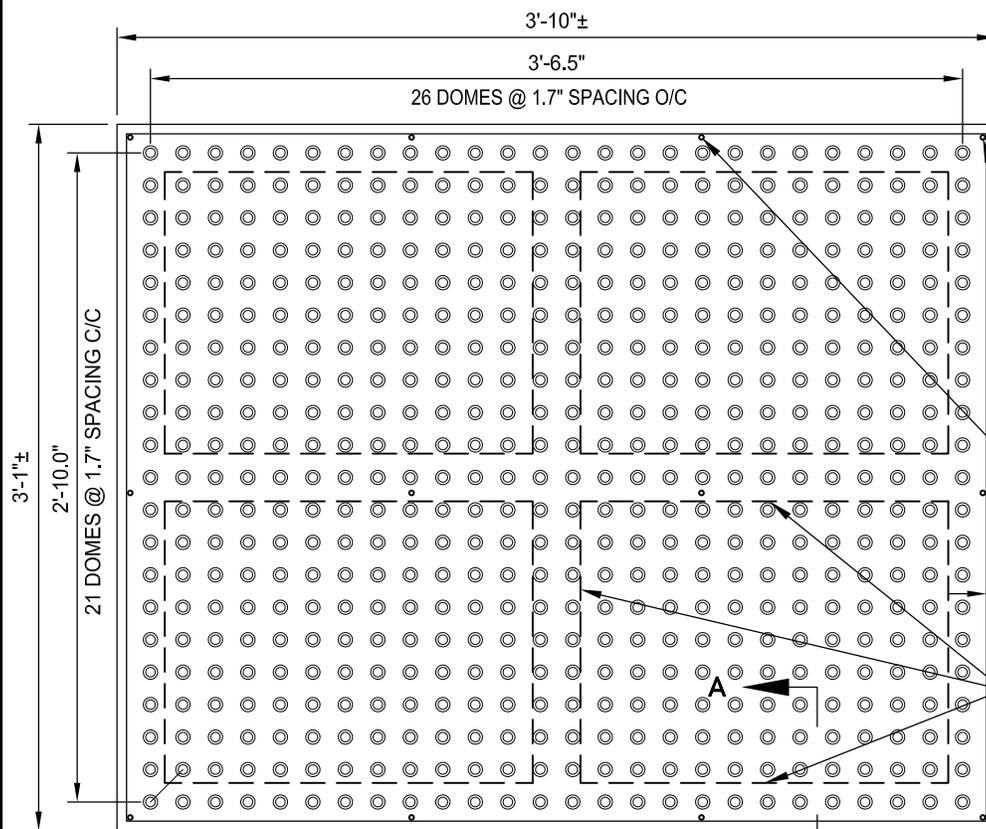
SURFACE OF RAMPS AND PANS SHALL HAVE A TRANSVERSE
BROOM SURFACE TEXTURE ROUGHER
THAN ADJACENT SIDEWALK

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NOTE:

SURFACE MOUNTED TILE DETAILS SHOWN. DETAILS ARE APPLICABLE TO TILE SURFACE SECTION ONLY. CAST-IN-PLACE TILE UNIT DESIGN AND DETAILS TO BE APPROVED BY THE ENGINEER. TILE MATERIAL, FASTENERS, AND ADHESIVE TO BE APPROVED BY THE ENGINEER.



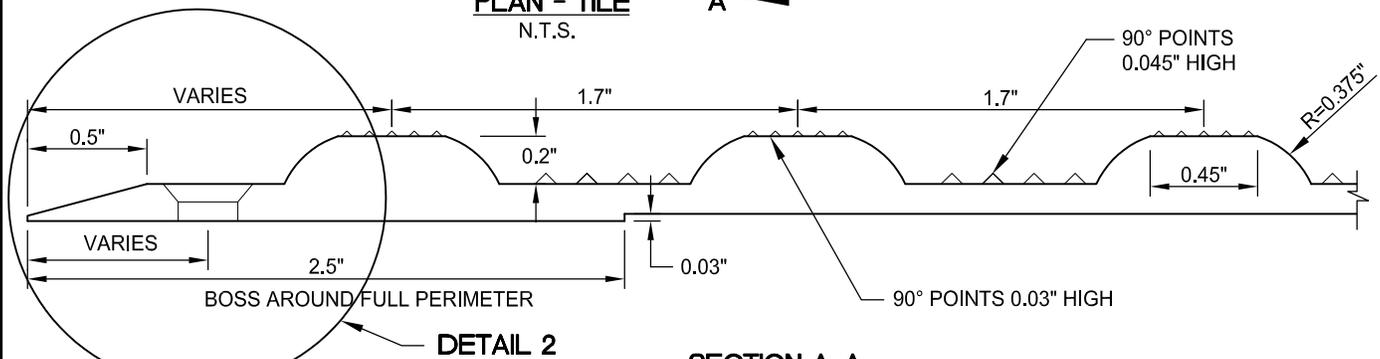
1/4" DIA. CTSK HOLES (TYP. 12 LOCATIONS)

0.5" (TYP. AROUND PERIMETER)

2.5" WIDE BOSS AT UNDERSIDE OF TILE FOR STRUCTURAL ADHESIVE AT FULL PERIMETER AND THROUGH CENTER TILE

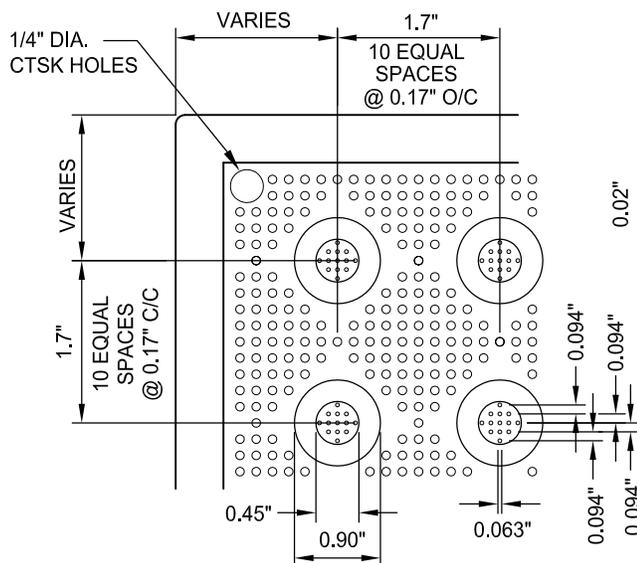
PLAN - TILE
N.T.S.

A ←

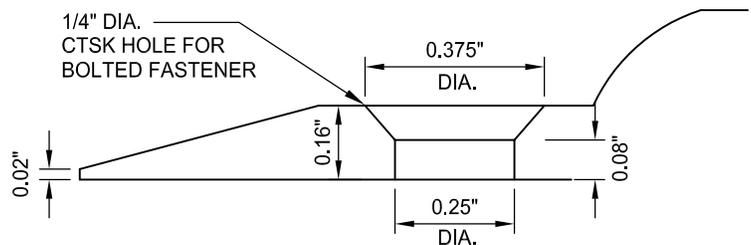


DETAIL 2

SECTION A-A
N.T.S.

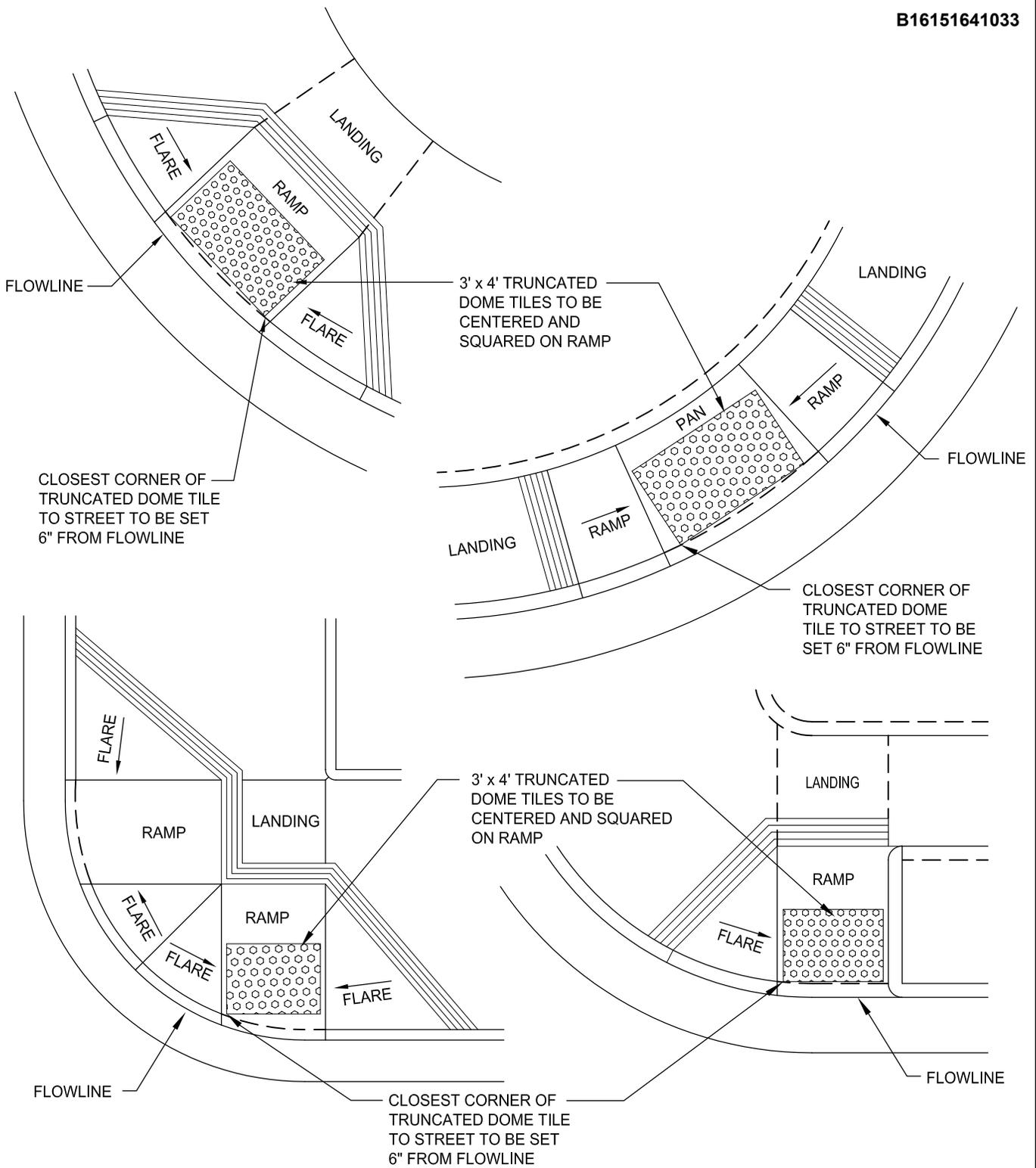


DETAIL 1



DETAIL 2

REV.	DATE	DESCRIPTION



NOTES:

1. TRUNCATED DOMES REQUIRED IN PAN AT ALL LOCATIONS (FOR EXCEPTIONS SEE NOTE 2)
2. TRUNCATED DOMES REQUIRED ON RAMP WHEN SLOPE IS LESS THAN 1:15
3. 3' x 4' DIMENSION IS NOMINAL (SEE DWG CE. 3.1)

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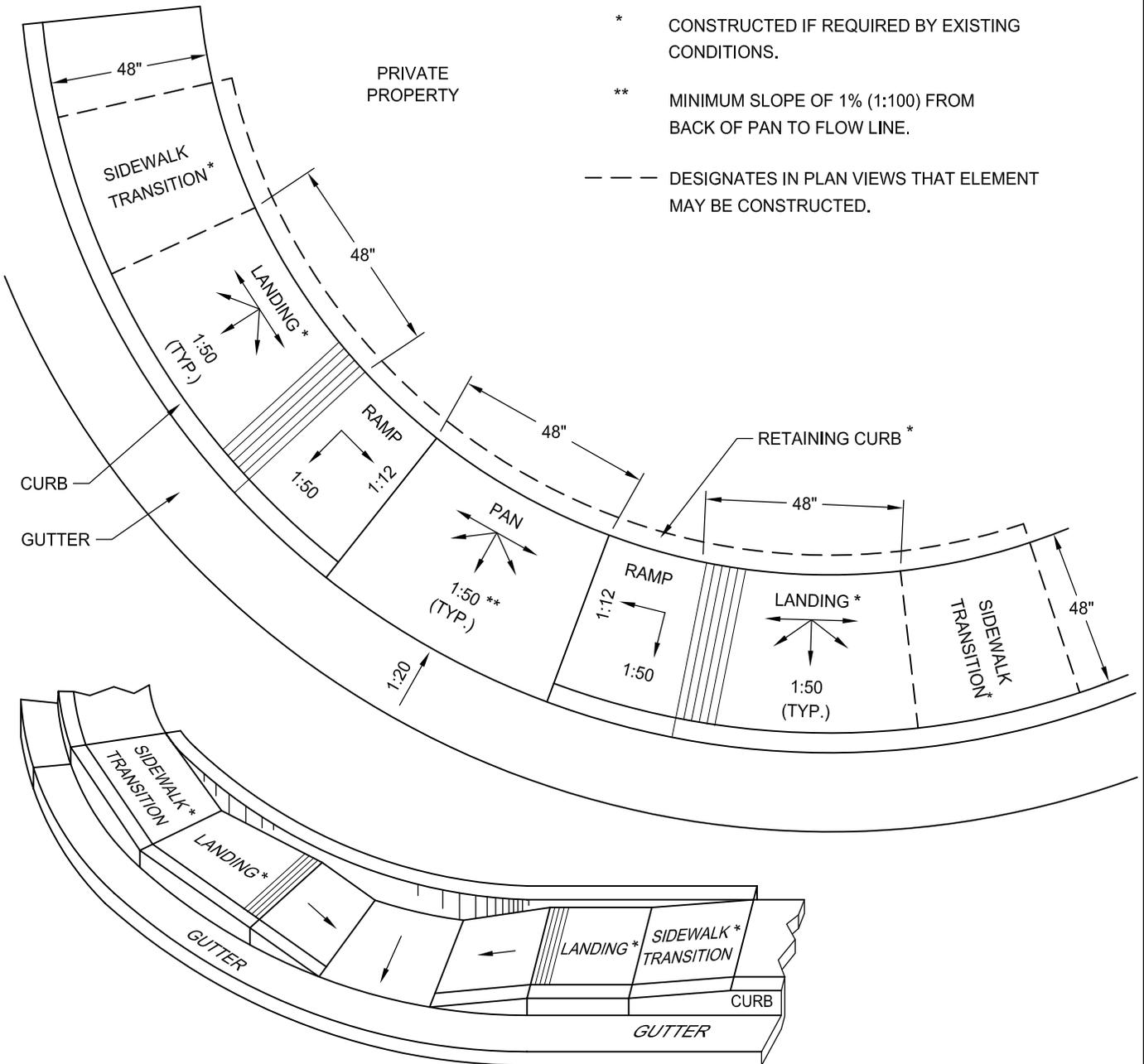
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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REV.	DATE	DESCRIPTION

NOTES:

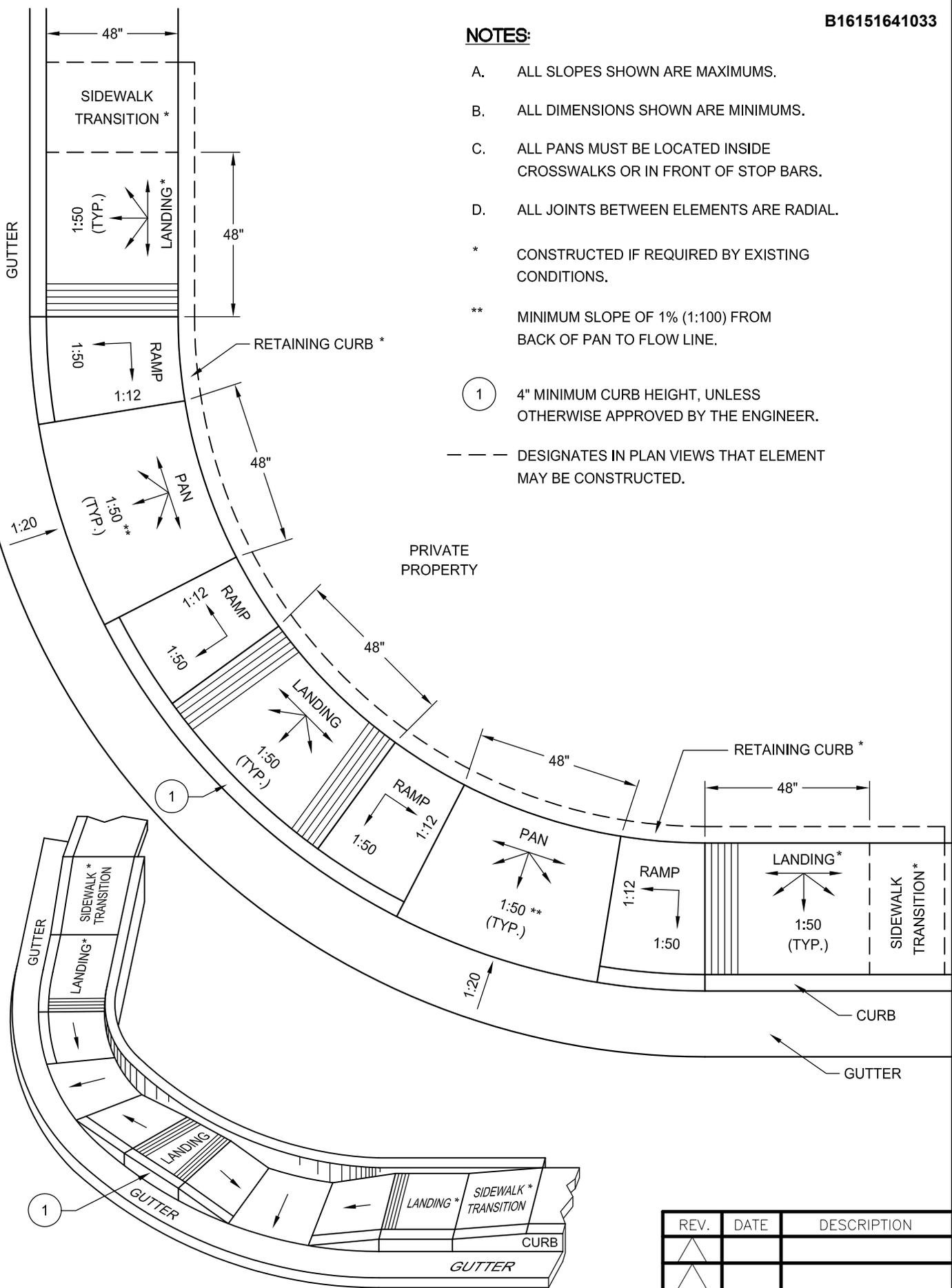
- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

① 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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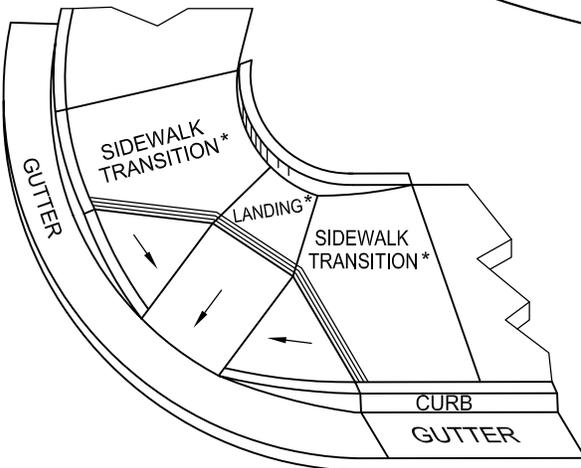
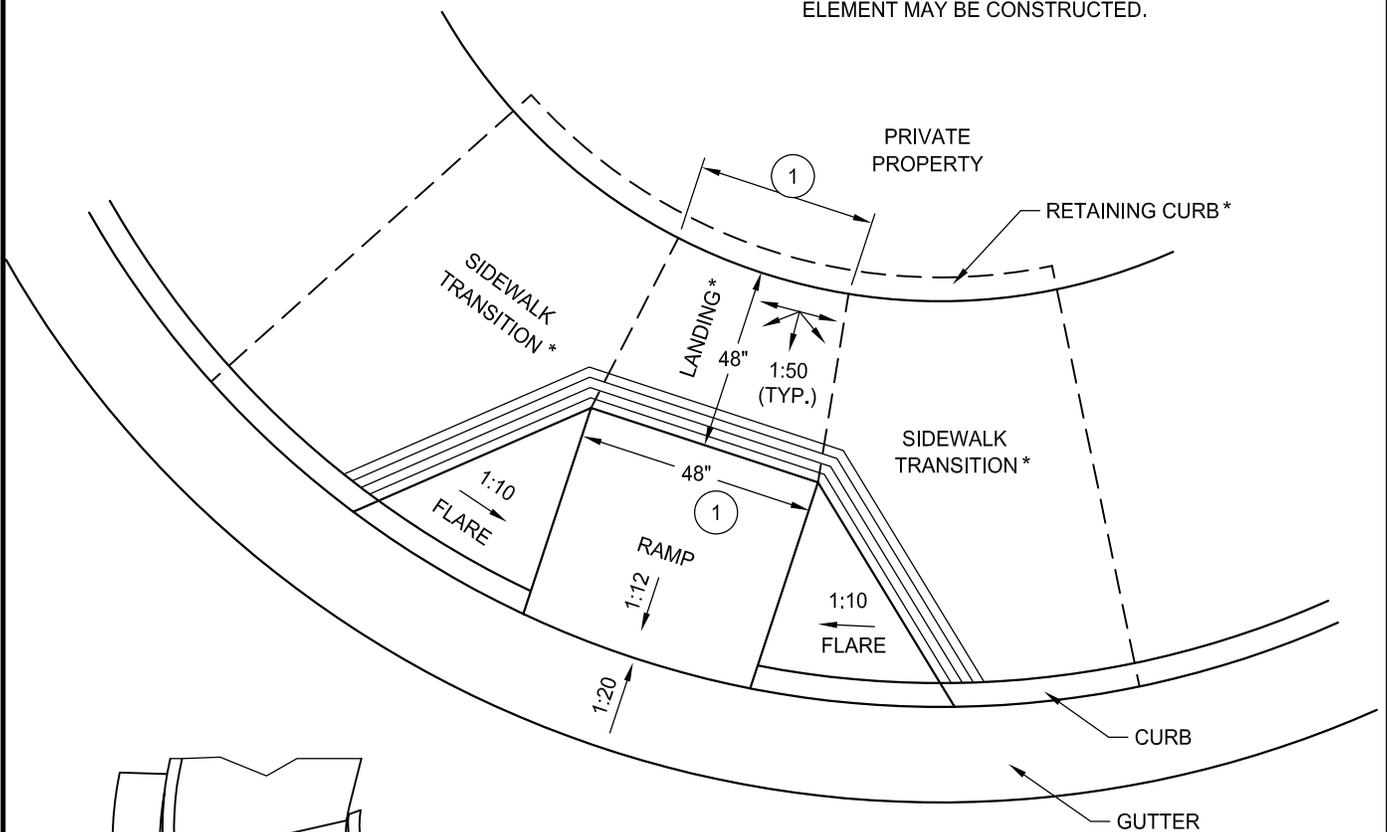
REV.	DATE	DESCRIPTION

NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
 - B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
 - C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
 - D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
 - E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

① THE WIDTH OF RAMP SHALL BE SAME AS LANDING

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



REV.	DATE	DESCRIPTION
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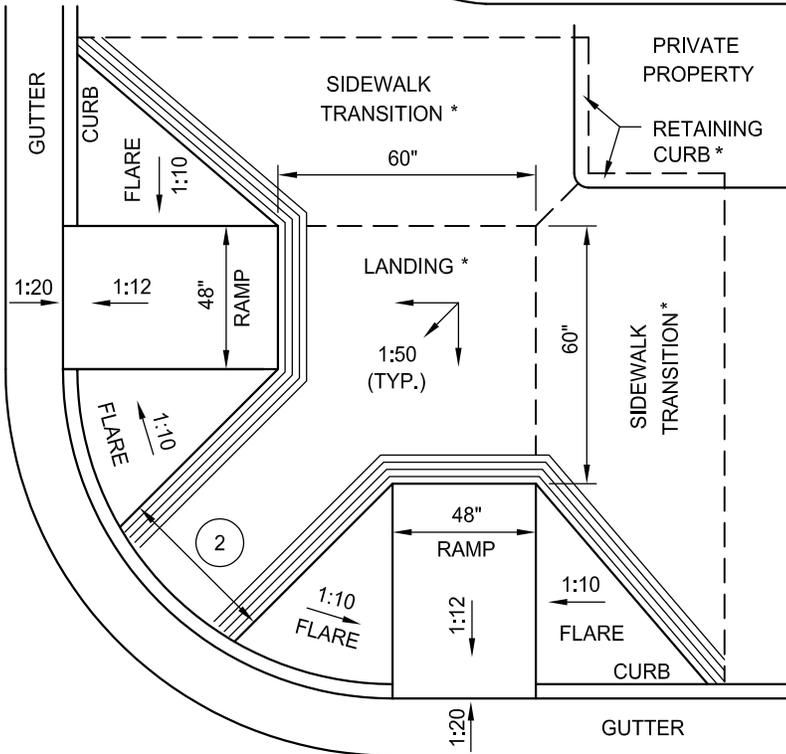
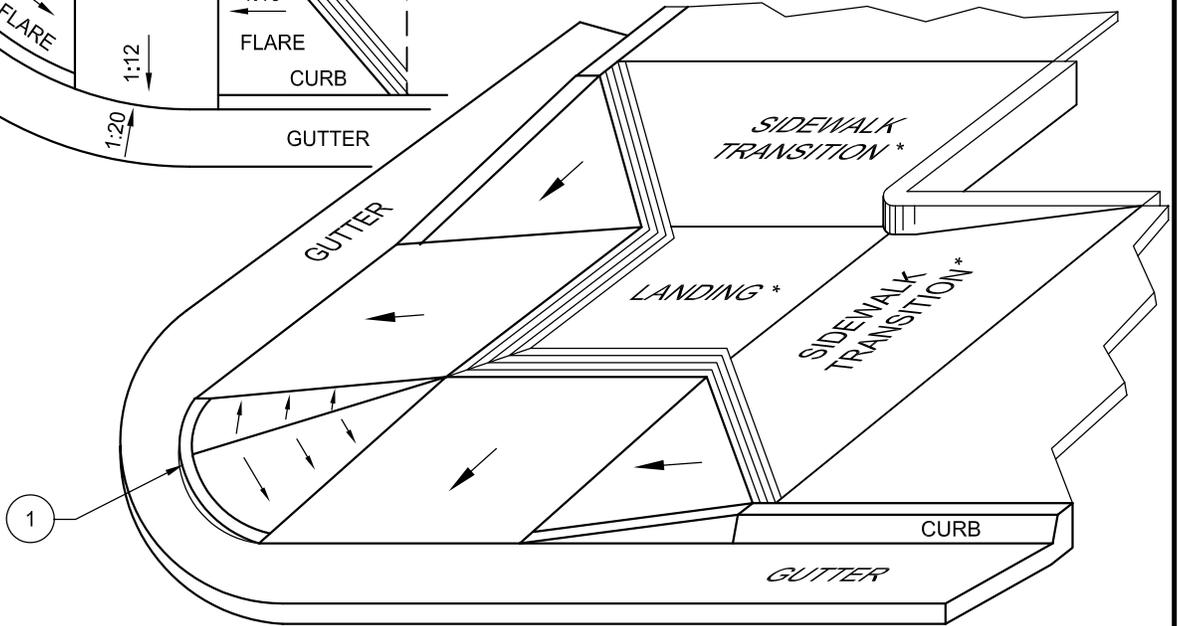
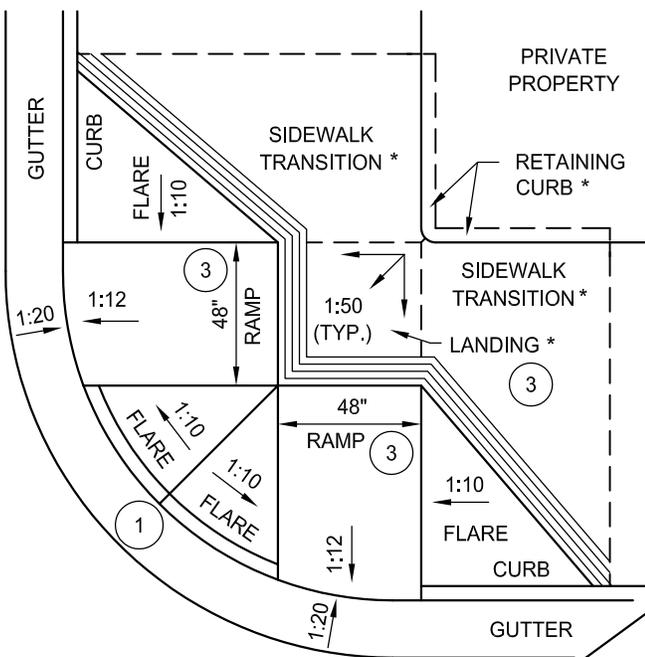
NOTES:

B16151641033

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION. GROOVE PATTERNS OR FLARES CAN INTERSECT.
- 3 IF LANDING CONSTRUCTED, 60" MIN. LANDING DIMENSIONS AND 60" MIN. WIDTH OF RAMP REQUIRED.

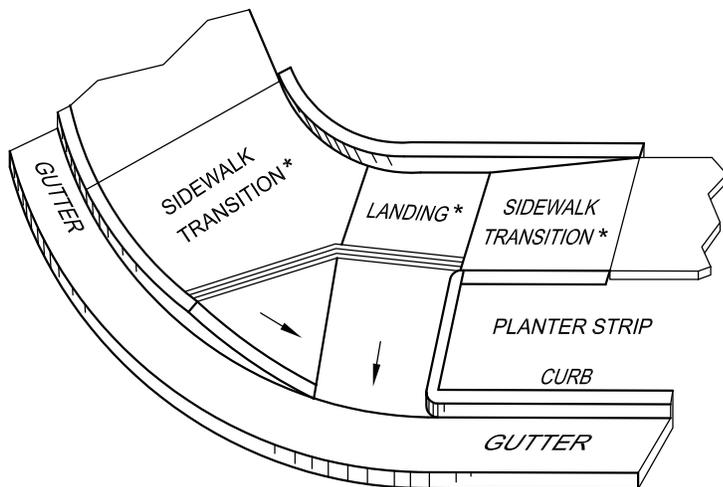
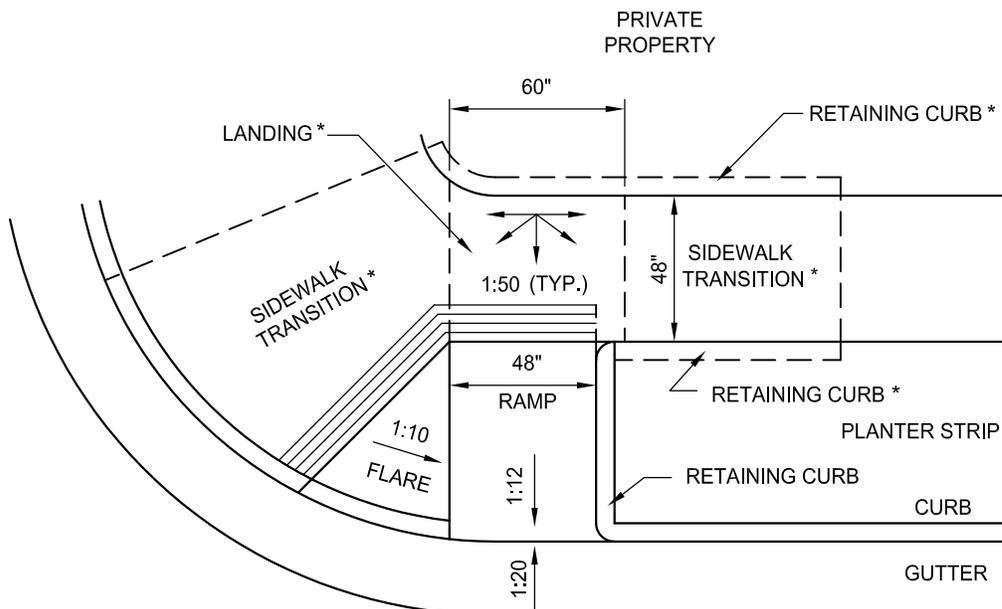
REV.	DATE	DESCRIPTION

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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



REV.	DATE	DESCRIPTION

**CITY OF SACRAMENTO
DEPARTMENT OF TRANSPORTATION**

**SINGLE COMBINATION
CURB RAMP**

APPR'D BY: *Nicholas Theodorak* NO SCALE
DATE: MAY 2007 DWG. NO. **T - 75**

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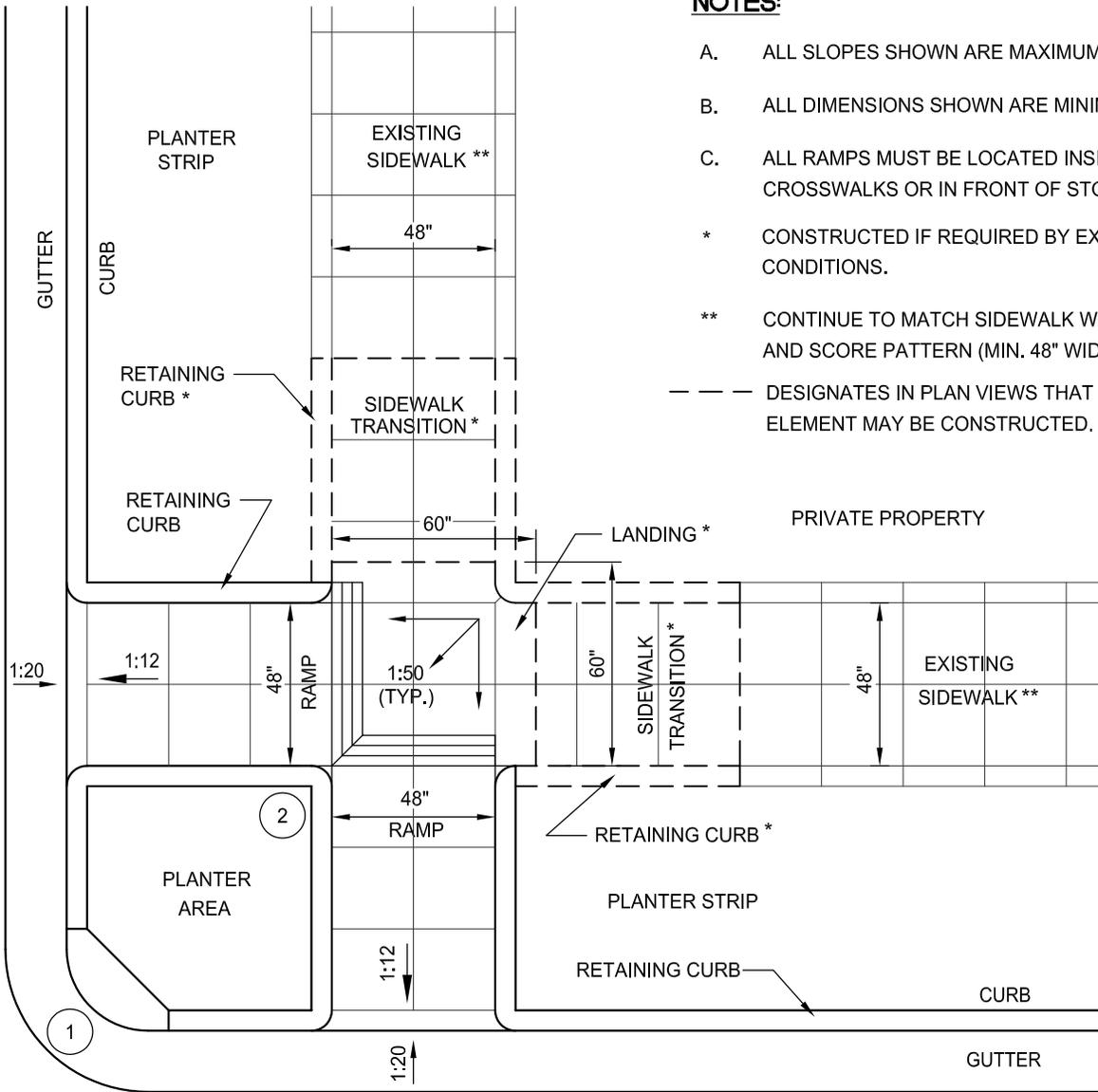
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

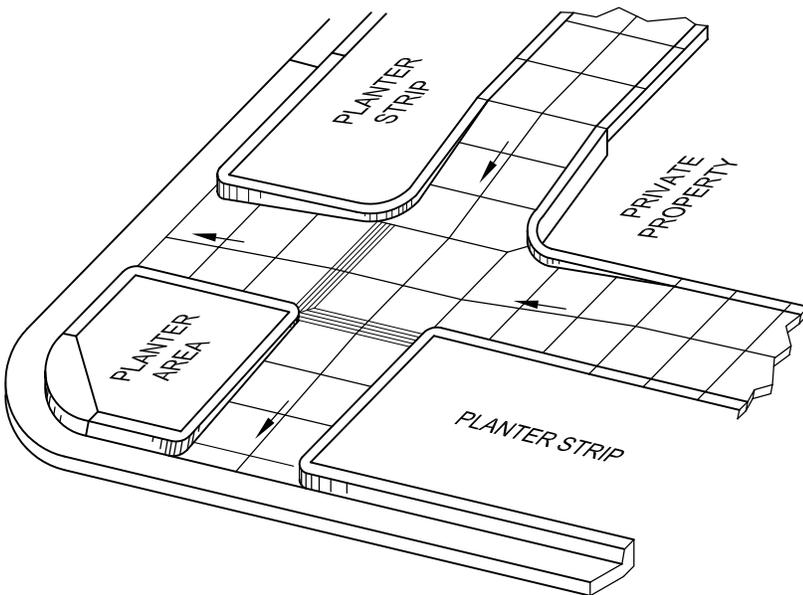
** CONTINUE TO MATCH SIDEWALK WIDTH AND SCORE PATTERN (MIN. 48" WIDE).

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



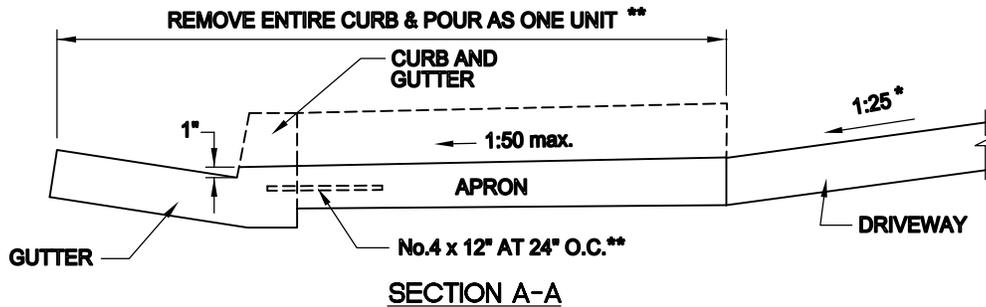
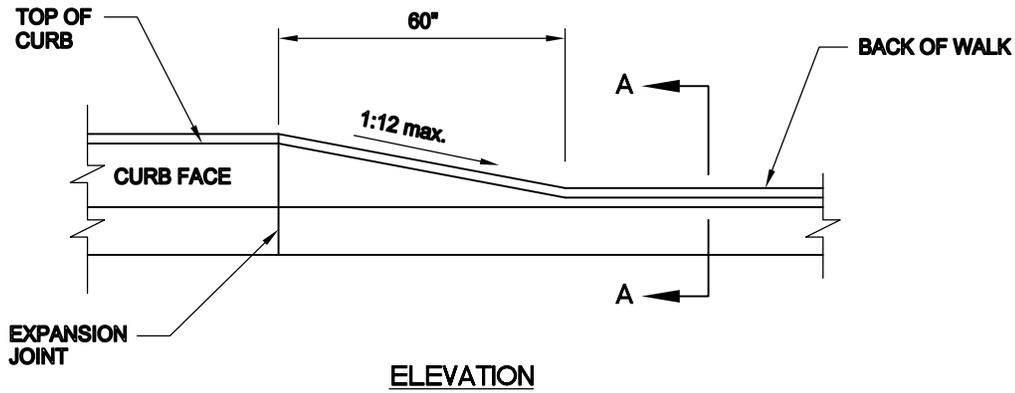
NOTES:

- ① STANDARD CURB HEIGHT TO MATCH EXISTING.
- ② TOP OF RETAINING CURB TO MATCH ADJACENT RETAINING CURB ELEVATIONS. CAN BE FLUSH WITH LANDING.



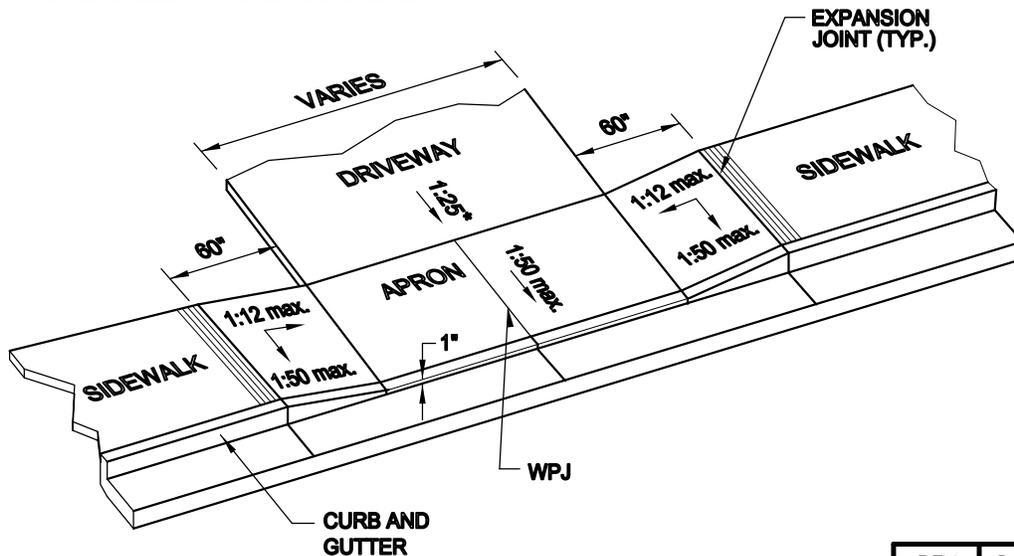
REV.	DATE	DESCRIPTION

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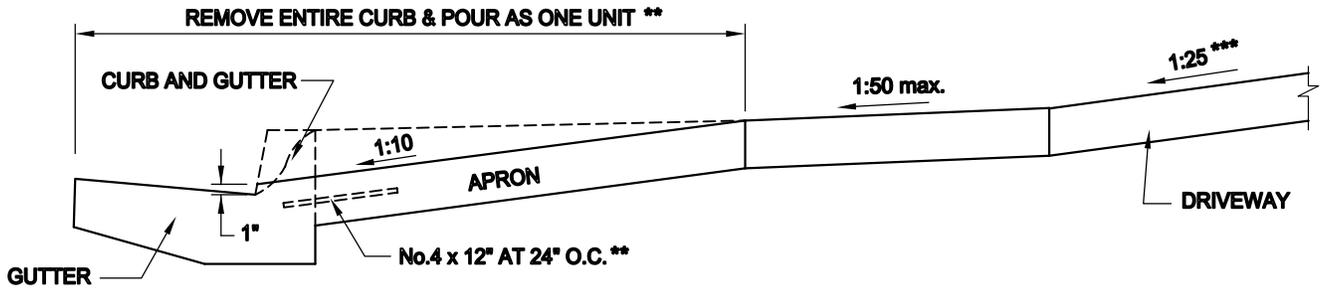
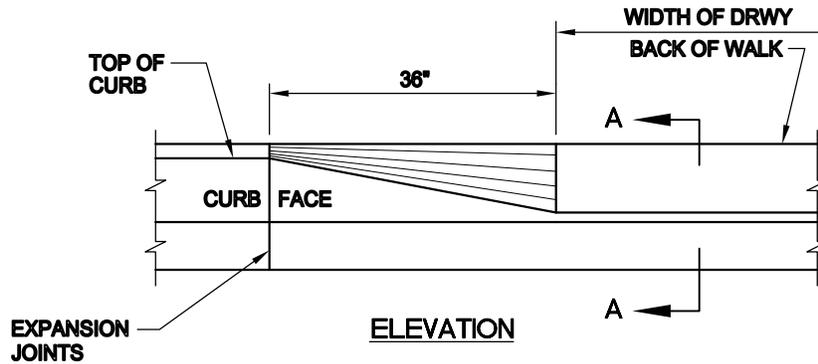
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
 - B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
 - C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
 - D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
 - E. APRON WILL BE DEPRESSED ON CURB AND GUTTER No.13 WHEN RECONSTRUCTING EXISTING COMMERCIAL DRIVEWAYS.
- * ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.
- ** IF CURB & GUTTER ARE POURED SEPERETE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

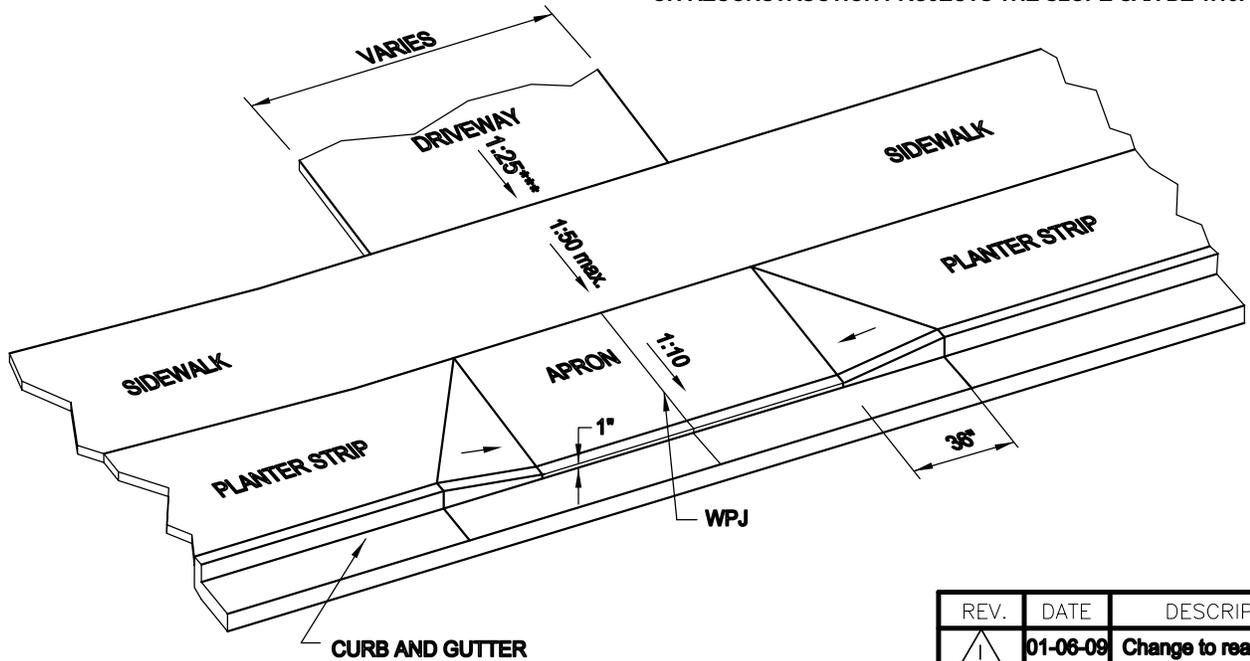
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SECTION A-A WITH VERTICAL CURB

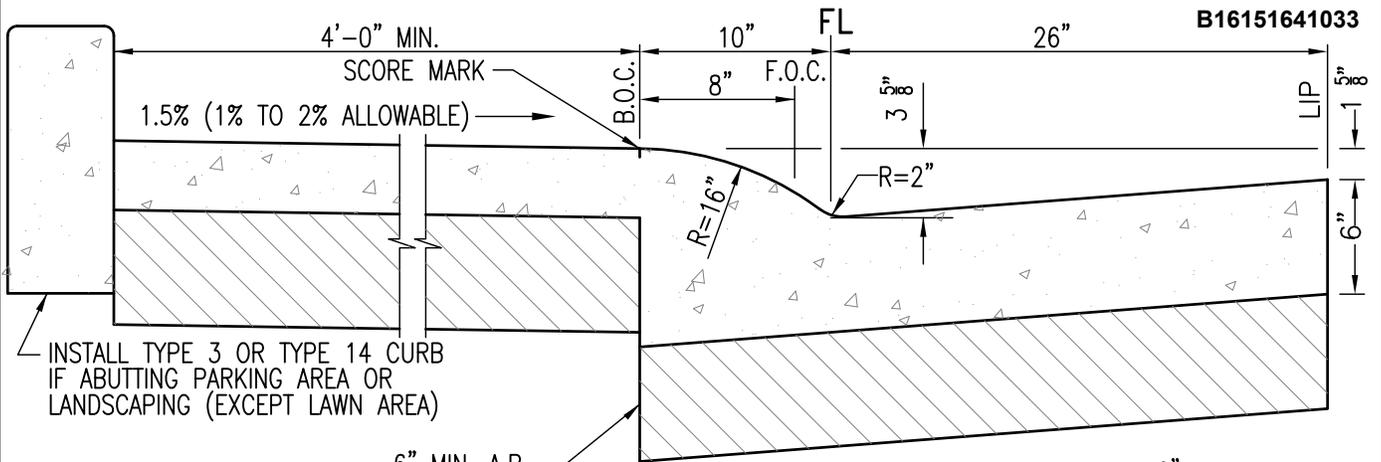
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
- B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
- C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
- D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.
- ** IF CURB AND GUTTER ARE POURED SEPARATE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.
- *** ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

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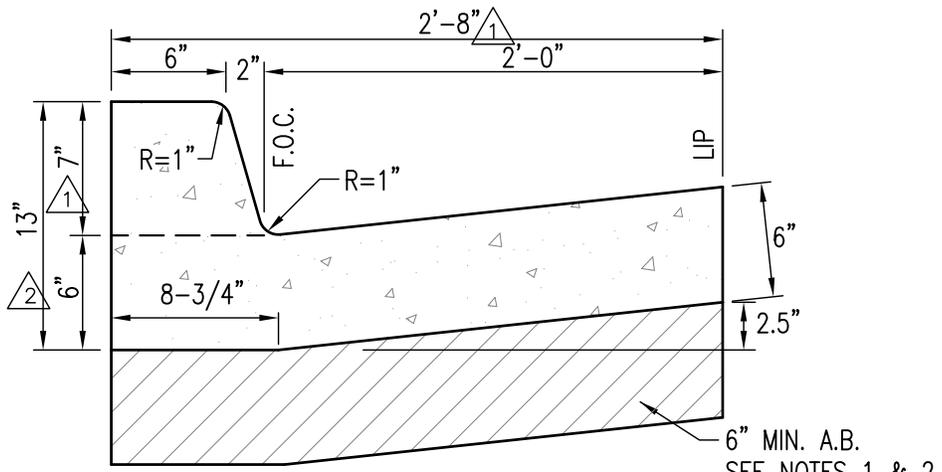


INSTALL TYPE 3 OR TYPE 14 CURB IF ABUTTING PARKING AREA OR LANDSCAPING (EXCEPT LAWN AREA)

F.O.C. = FACE OF CURB
B.O.C. = BACK OF CURB

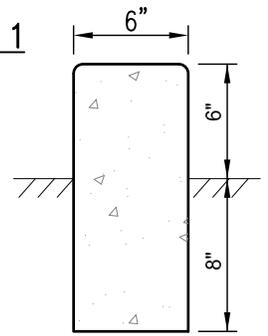
6" MIN. A.B. SEE NOTES 1 & 2

CURB & GUTTER TYPE 1

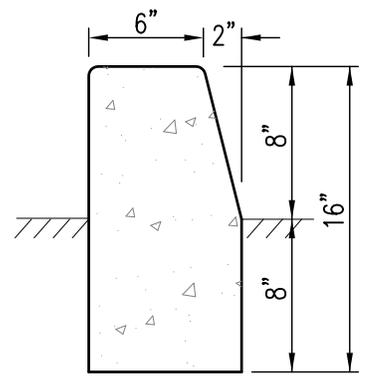


CURB & GUTTER TYPE 2

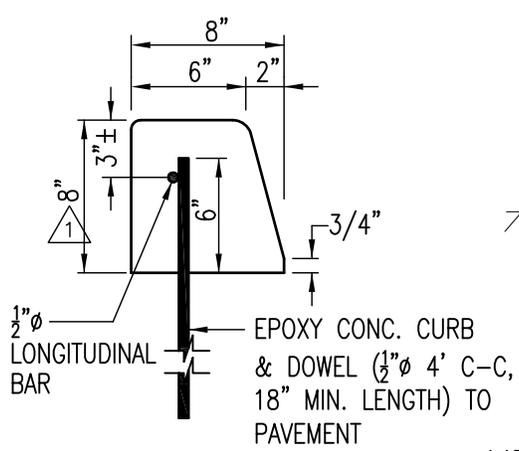
6" MIN. A.B. SEE NOTES 1 & 2



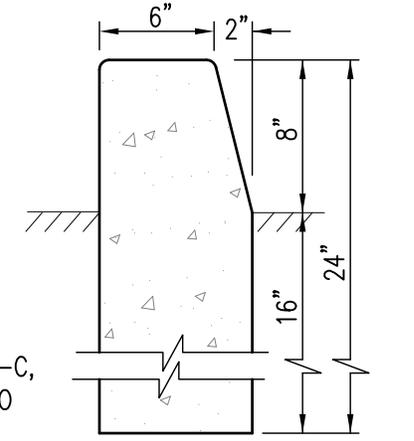
**CURB TYPE 3
BARRIER CURB
PLANTER AREA**



**MEDIAN CURB TYPE 14
NONLANDSCAPED OR
HARDCAPED AREA**



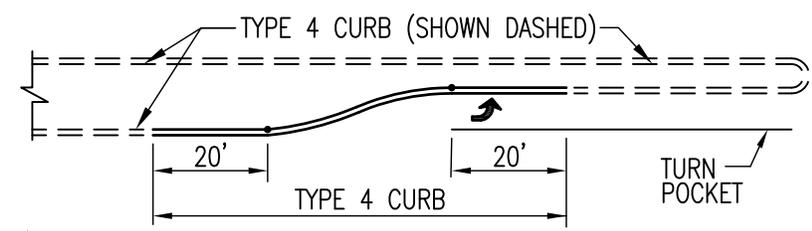
CURB TYPE 4



**MEDIAN CURB TYPE 14A
LANDSCAPED AREA**

NOTES:

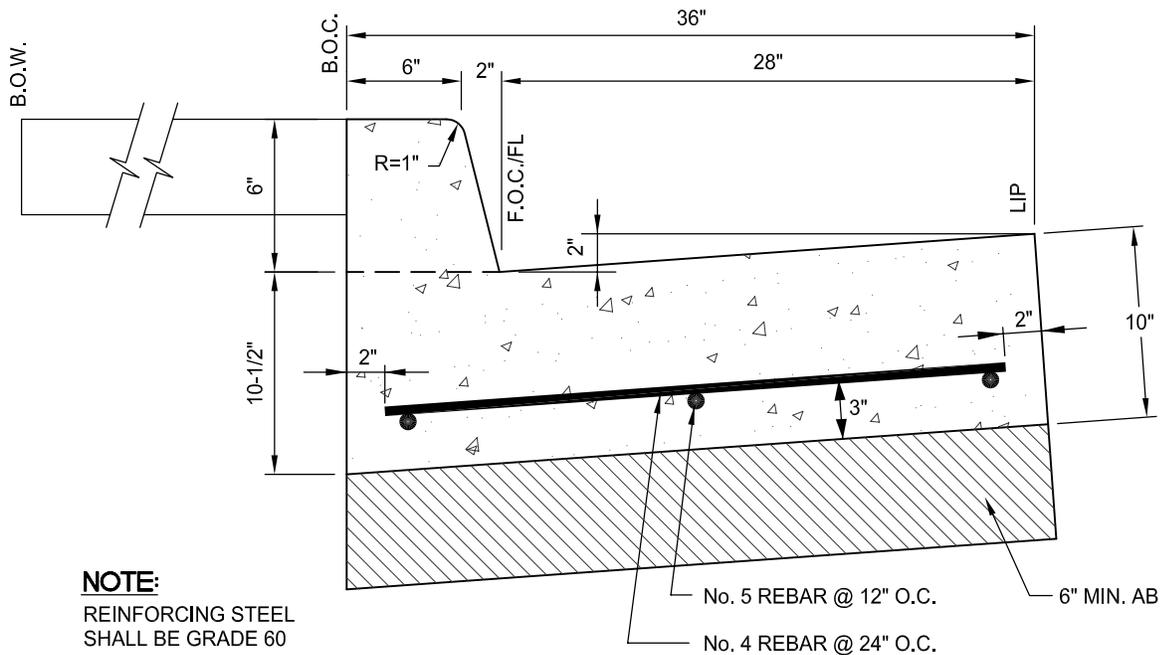
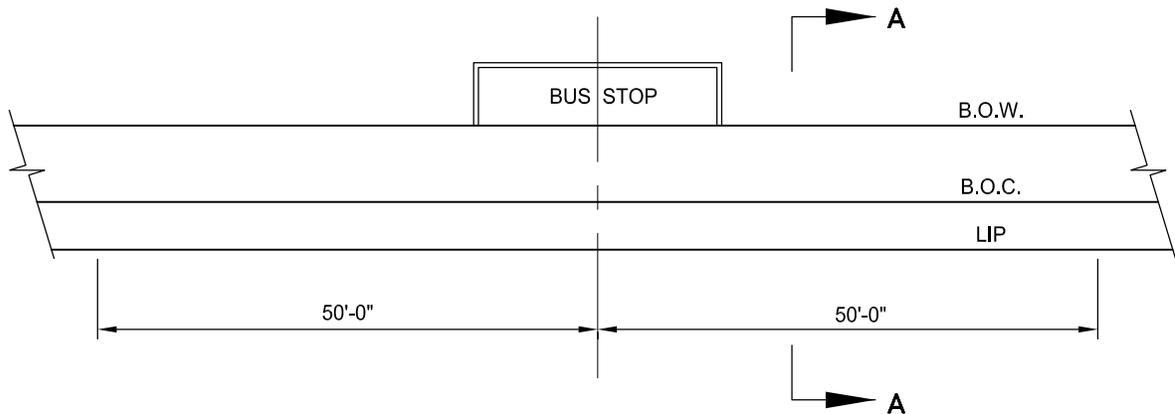
1. 12" MIN. A.B. SHALL BE PLACED IF SUBGRADE IS EXPANSIVE CLAY (R-VALUE LESS THAN 10).
2. TOP 6" OF SUBGRADE SHALL BE COMPACTED TO 95% MIN., UNLESS OTHERWISE APPROVED
3. 1/2" RADIUS ON EXPOSED EDGES.
4. ALL CONCRETE SHALL BE CLASS B.
5. ALL CONSTRUCTION & MATERIALS IN CONFORMANCE WITH SECTION 24 OF STD. SPECIFICATIONS.



PLAN FOR TYP. PLACEMENT OF TYPE 4 CURB

REV.	DATE	DESCRIPTION
1	08/06/10	Dimensions Changes
2	10/13/11	Dims & Curb Type4 Changes

MODIFIED REINFORCED CURB AND GUTTER TYPE 2 AT BUS STOP LOCATION FOR 50 FEET ON EITHER SIDE OF THE CENTER OF THE BUS STOP OR AS DIRECTED BY THE ENGINEER.



NOTE:
REINFORCING STEEL
SHALL BE GRADE 60

SECTION A-A

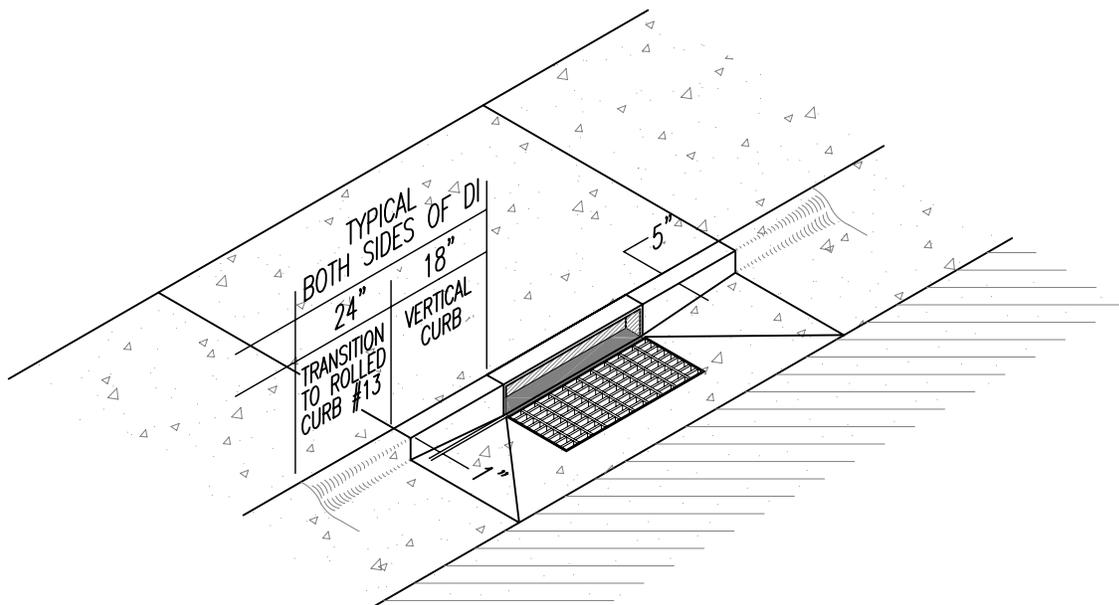
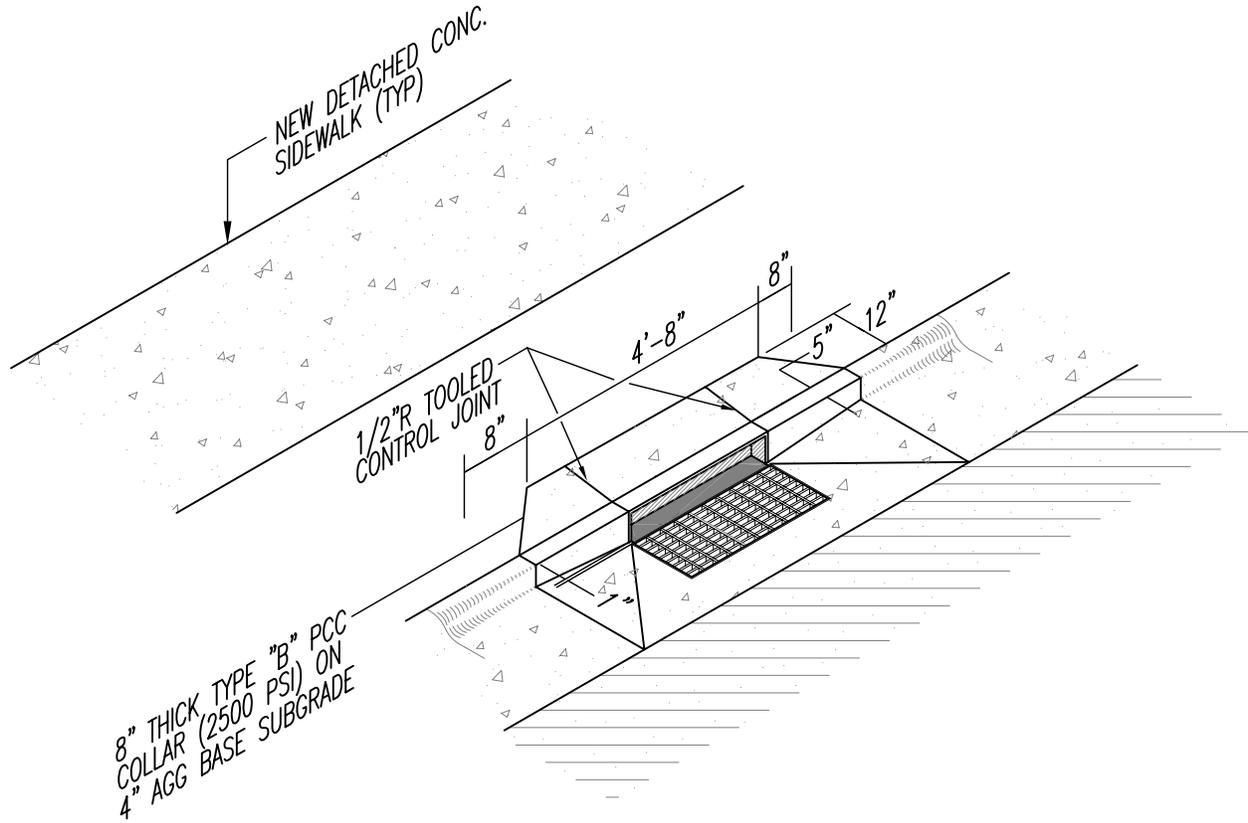
REV.	DATE	DESCRIPTION

CITY OF SACRAMENTO
DEPARTMENT OF TRANSPORTATION

BUS STOP REINFORCED
CURB & GUTTER DETAIL

APPR'D BY: *Nicholas Theodorak* NO SCALE
DATE: MAY 2007 DWG. NO. **T - 12**

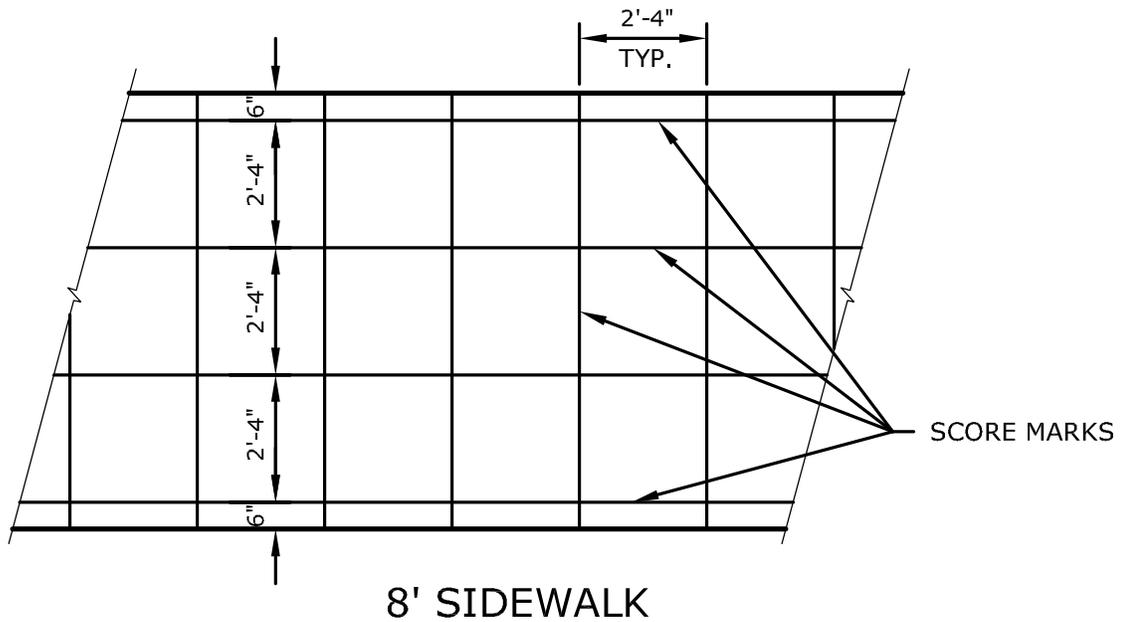
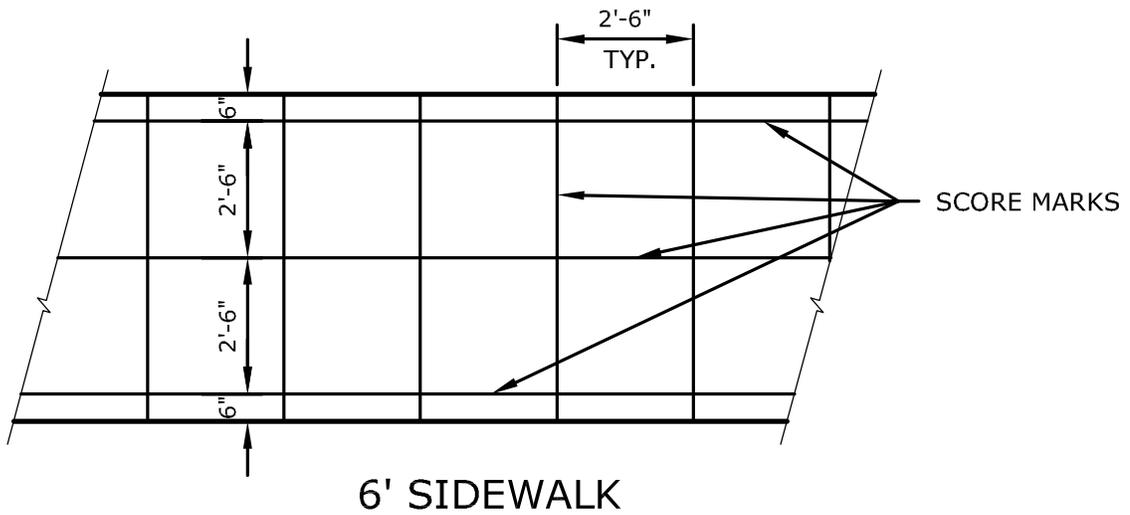
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NOTE:
1" GAP BETWEEN GRATE FRAME AND HOOD

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NOTES

1. Contractor is to request approval of the scoring pattern prior to placement of concrete.
2. Score marks are $\frac{1}{8}$ " - $\frac{1}{4}$ " wide and $\frac{1}{4}$ " deep.
3. Expansion joints required per Standard Specifications.
4. Use color additive as directed by the engineer (approx. 1 lb/cy of lamp black color).

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SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related items

A. SCOPE OF WORK, SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT B: HOLIDAY MORATORIUM STREETS

“Holiday Season Moratorium Streets” are defined as follows:

12th Ave., between Martin Luther King, Jr. Blvd and Sutterville Rd.
 21st St., between 4th Ave. and G St.
 24th St., between Knight Wy. and Meadowview Rd. and W St. and 2nd Ave.
 55th St., south of Fruitridge Rd.
 Alta Arden Expressway
 Arden Wy.
 Broadway
 Challenge Wy.
 Del Paso Blvd., south of Marysville Blvd.
 El Camino Ave.
 Ethan Wy.
 Evergreen St.
 Exposition Blvd.
 Fair Oaks Blvd.
 Florin Blvd.
 Folsom Blvd.
 Franklin Blvd.
 Freeport Blvd., within one block of all its side streets, between Broadway and Blair Ave.
 Fruitridge Rd., between Rickey Dr. and 59th St.
 Greenhaven Dr., between Havenhurst Dr. and Windbridge Dr.
 H St.
 Heritage Ln.
 Howe Ave.
 J St.
 La Mancha Wy.
 Mack Rd.
 Marconi Ave.
 Marysville Blvd., between Del Paso Boulevard and Bell Avenue
 Meadowgate Wy., between Munson Wy. and Franklin Blvd.
 Meadowview Rd.
 Munson Wy.
 Natomas Blvd.
 Northgate Blvd.
 Point West Wy.
 Power Inn Rd.
 Response Rd.
 Royal Oaks Dr.
 San Juan Rd.
 Stockton Blvd., and within one block of all its side streets, from Perry Ave. to the south limits of the City

Truxel Rd.
Valley Hi Dr. north of Wyndham
Wy. West El Camino Ave.

The above definition of "Holiday Season Moratorium Streets" may be modified at any time upon written notice to Contractor, as the City Traffic Engineer deems necessary.

In addition to the above-listed streets, no work shall be performed during the holiday season on any street in the area bound by the American River on the north, the Sacramento River on the west, one block south of Broadway on the south, and 34th Street on the east, without obtaining permission in writing from the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted thru the Inspector.

SECTION II – CONTRACT DOCUMENTS**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items****B. LOCAL BUSINESS ENTERPRISE REQUIREMENT**

The City of Sacramento's Local Business Development (LBE) program establishes an annual 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 participation goals established for this project in order to qualify as a responsible bidder.

The minimum LBE participation requirement for this project has been waived by the Director of Public Works.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

C. PUBLIC WORKS CONTRACTOR REGISTRATION AND REPORTING REQUIREMENTS

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 the City).

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 at (916) 808-5567.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

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

Essentials of public works contractor registration program:

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

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

Essentials of Public Works Enforcement Fund:

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

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

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

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

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

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

D. PREVAILING WAGE AND CERTIFIED PAYROLL REPORTING

All bidders shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code will be considered part of the contract agreement.

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>

1. Prevailing Wage Rates

Each Contractor to whom the contract is awarded and any subcontractor must pay the general prevailing wage rates as ascertained from time to time which shall be applicable to this project. Prevailing wages are required for locally funded projects over \$15,000 (for repair, maintenance) and over \$25,000 (for new construction). This is in compliance with SB7, as the City of Sacramento is a Charter City. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Each Contractor and any subcontractor performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at:

<http://www.dir.ca.gov/DLSR/PWD/Determinations/Northern/Northern.pdf>

Each Contractor and any subcontractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work. In those projects where federal funds are involved, as indicated by reference to or the inclusion of the federal Wage Determination in these "Instructions to Bidders," the minimum wages to be paid shall be the highest of either the State or federal prevailing wage rates.

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday recognized by the Labor Unions, the contractor shall reimburse the City of Sacramento the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

2. Payroll Records

In accordance with Section 1776 of the Labor Code, each Contractor to whom the contract is awarded and any subcontractor shall maintain accurate payroll records. Electronic certified payroll records must be submitted to the City on a weekly basis, within ten days after the end of a pay period, through an online system designated by the City. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

E. ASSEMBLY BILL No. 219 PUBLIC WORKS: CONCRETE DELIVERY

In October 2015, California Assembly Bill No. 219 expanded the definition of “public works” to include the hauling and delivery of ready-mix concrete to a public works site, with respect to contracts involving any state agency or any political subdivision of the state.

Please see the attached legislative summary and text of AB 219.



AB-219 Public works: concrete delivery. (2015-2016)

Assembly Bill No. 219

CHAPTER 739

An act to add Section 1720.9 to the Labor Code, relating to public works.

[Approved by Governor October 10, 2015. Filed with Secretary of State October 10, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 219, Daly. Public works: concrete delivery.

Existing law defines "public works," for purposes of requirements regarding the payment of prevailing wages for public works projects, to include, among other things, the hauling of refuse from a public works site to an outside disposal location with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state. Existing law makes a willful violation of law relating to payment of prevailing wages on public works a misdemeanor.

This bill would expand the definition of "public works" for these purposes to include the hauling and delivery of ready-mixed concrete, as defined, to carry out a public works contract, with respect to contracts involving any state agency or any political subdivision of the state. The bill would require the applicable prevailing wage rate to be the rate for the geographic area in which the concrete factory or batching plant is located. The bill would require the entity hauling or delivering ready-mixed concrete to enter into a written subcontract agreement with, and to provide employee payroll and time records to, the party that engaged that entity, as specified. The bill would provide that these provisions apply to public works contracts awarded on or after July 1, 2016. By expanding the definition of a crime, this bill would impose a state-

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1720.9 is added to the Labor Code, to read:

1720.9. (a) For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

(b) For purposes of this section, "ready-mixed concrete" means concrete that is manufactured in a factory or a batching plant, according to a set recipe, and then delivered in a liquefied state by mixer truck for immediate incorporation into a project.

(c) For purposes of this section, the "hauling and delivery of ready-mixed concrete to carry out a public works contract" means the job duties for a ready mixer driver that are used by the director in determining wage rates pursuant to Section 1773, and includes receiving the concrete at the factory or batching plant and the return trip to the factory or batching plant.

(d) For purposes of this section, the applicable prevailing wage rate shall be the current prevailing wage, as determined by the director, for the geographic area in which the factory or batching plant is located.

(e) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall enter into a written subcontract agreement with the party that engaged the entity to supply the ready-mixed concrete. The written agreement shall require compliance with the requirements of this chapter. The entity hauling or delivering ready-mixed concrete shall be considered a subcontractor solely for the purposes of this chapter.

(f) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the entity and to the general contractor

within three working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties in subdivision (c).

(g) This section applies to public works contracts that are awarded on or after July 1, 2016.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

F. APPRENTICE REQUIREMENTS

In accordance with Sacramento City code 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. Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices on the ground of age, ancestry, color, disability, genetic information, gender (including gender identity and gender expression), marital status, medical condition, national origin, race, religion, sex, or sexual orientation. The prime contractor shall be responsible for complying with these provisions for all apprenticeable occupations.

“In the event that a contractor or subcontractor who chooses to employ apprentices fails to comply with the provisions of this section, the city may report the contractor or subcontractor to the director of industrial relations and the California Apprenticeship Council for action as necessary under Section 1777.7 of the California Labor Code.”

Please see the California Labor Code relating to Apprentices on Public Works Projects at the following links: <http://www.leginfo.ca.gov> and/or www.leginfo.ca.gov.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

**G. REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE
(EQUAL BENEFITS ORDINANCE)**

City of Sacramento

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, 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, 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 “A.”

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

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (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
Procurement Services Division
915 I Street, Second 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 CODE

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
Procurement Services Division
915 I Street, Second 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.

ADDENDUM 1

III. BID PROPOSAL DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
B16151641033**

B. PRICING SCHEDULE

**TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:**

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for the **Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items** in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
1	<u>CURB AND GUTTER REMOVAL AND REPLACEMENT</u>			
	171A	21" Vertical Curb & Gutter	LF	\$ 53. ⁰⁰
	171B	21" Rolled Curb & Gutter	LF	\$ 52. ⁰⁰
	171C	3' Vertical Curb & Gutter	LF	\$ 55. ⁰⁰
	171D	3' Rolled Curb & Gutter	LF	\$ 53. ⁰⁰
	171E	5' Vertical Curb & Gutter (Match Existing)	LF	\$ 72. ⁰⁰
	171F	5' Rolled Curb Gutter	LF	\$ 69. ⁰⁰
	171G	Gutter Overlay (3" Thick) – <i>no removal</i>	LF	\$ 10. ⁰⁰
	171H	Curb Only (<i>Curb Type 14A, see detail on page 33</i>)	LF	\$ 25. ⁰⁰
	171I	Curb Only (<i>Curb Type 14, see detail on page 33</i>)	LF	\$ 25. ⁰⁰
SUBTOTAL FOR LINE ITEM 1 – CURB AND GUTTER REMOVAL AND REPLACEMENT				\$ 414.⁰⁰

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
2	<u>CURB AND GUTTER REMOVAL</u>			
	172A	AC Pavement Removal	Sq Ft	\$ 10. ⁰⁰
SUBTOTAL FOR LINE ITEM 2 – CURB AND GUTTER REMOVAL				\$ 10.⁰⁰

Addendum 1
Pricing Schedule
(Page 1 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
3	REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS			
	173A4	0 square feet to 100 square feet – 4"	Sq Ft	\$ 12. ⁰⁰
	173A6	0 square feet to 100 square feet – 6"	Sq Ft	\$ 13. ⁰⁰
	173B4	101 square feet to 300 square feet – 4"	Sq Ft	\$ 11. ⁵⁰
	173B6	101 square feet to 300 square feet – 6"	Sq Ft	\$ 12. ⁵⁰
	173C4	301 square feet to 500 square feet – 4"	Sq Ft	\$ 10. ⁷⁵
	173C6	301 square feet to 500 square feet – 6"	Sq Ft	\$ 11. ⁷⁵
	173D4	501 square feet and over – 4"	Sq Ft	\$ 10. ⁰⁰
	173D6	501 square feet and over – 6"	Sq Ft	\$ 11. ⁰⁰
	173E	Removal of Sidewalk, Plus Fill – (if a portion of the sidewalk or park strip is to be removed and not replaced, this amount will be deducted if the property owner or City performs the work)	Sq Ft (per 4" depth)	\$ 3. ⁵⁰
	173F	Aggregate Base – (max 4" lifts) (as per Section 10.7, City of Sacramento Standard Spec for class 2 aggregate base)	Sq Ft	3. ⁵⁰
	173G	Additional Score Lines to Match Adjacent Sidewalk (including Historical Sidewalk Scoring Pattern, see detail on page 36)	Sq Ft	1. ⁰⁰
SUBTOTAL FOR LINE ITEM 3				\$ 100. ⁵⁰
- REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS				

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
4	DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT			
	174A	4" Thick Driveway, Remove and Replace, 100 square feet or less	Sq Ft	\$ 12. ⁰⁰
	174B	4" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 11. ⁰⁰
	174C	6" Thick Driveway, Remove and Replace, less than 100 square feet	Sq Ft	\$ 13. ⁰⁰
	174D	6" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 12. ⁰⁰
SUBTOTAL FOR LINE ITEM 4				\$ 48. ⁰⁰
- DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT				

Addendum 1
Pricing Schedule
(Page 2 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
5	<u>TREE ROOT REMOVAL</u>			
	175A	Tree Root Removal	Sq Ft of Surface	\$ <u>6.50</u>
SUBTOTAL FOR LINE ITEM 5 - TREE ROOT REMOVAL				\$ <u>6.50</u>

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
6	<u>MISCELLANEOUS SERVICES</u>			
	176A	V-Gutter Removal and Replacement	LF	\$ <u>26.00</u>
	176B	Gutter Drain, Setting Drain, Type 20's	EA	\$ <u>10.00</u>
	176C	Set Hood and Grate for A&B Boxes, Including Dig Out and Mortar Finish Inside of the Installed Box	EA	\$ <u>10.00</u>
	176D	Bus Stops, 3' Rolled, 10" thick, Includes Rebar (<i>Remove and replace</i>)	LF	\$ <u>70.00</u>
	176E	Bus Stops, 3' Vertical, 10" thick, Includes Rebar (<i>Remove and replace</i>)	LF	\$ <u>75.00</u>
	176F	Bus Stops, 5' Rolled, 10" thick, Includes Rebar (<i>Remove and replace</i>)	LF	\$ <u>80.00</u>
	176F1	Bus Stops, 5' Vertical, 10" thick, Includes Rebar (<i>Remove and replace</i>)	LF	\$ <u>85.00</u>
	176G	Curb Ramps (<i>Remove and replace; City will provide the truncated dome tile</i>)	Sq Ft	\$ <u>13.00</u>
	176H	Curb Ramps, Historical (<i>Remove and replace</i>)	Sq Ft	<u>14.00</u>
	176H1	Install Truncated Domes. (<i>Remove and replace cast-in-place truncated domes; City will provide the truncated dome tile</i>)	EA	<u>25.00</u>
	176I	Concrete Saw Cutting (<i>shall be done with a power driven abrasive type saw, minimum depth 3-1/2"</i>)	LF	<u>6.00</u>
	176J	Replace Backfill Area with Sod - as requested. (<i>total to include cost of sod, labor to install and pick-up of materials</i>)	Sq Ft	<u>4.00</u>
SUBTOTAL FOR LINE ITEM 6 - MISCELLANEOUS SERVICES				\$ <u>418.00</u>

BID TOTAL (Sum of Subtotals 1, 2, 3, 4, 5, and 6, above)	\$ <u>997.00</u>
---	------------------

Company Name: Do-Right Concrete

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

Pricing Schedule Notes:

1. In determining the amount bid by each bidder, the 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 face of 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.
2. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity of work to be performed for said item, the item 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 bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the City's estimate of the estimated quantities of work to be performed as items of work.
3. 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 deemed *Non-Responsive* and disregarded.
4. The Contractor submitting this Bid Proposal has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the Contractors in making up this Bid Proposal.

Addendum No. 1 (Pricing Schedule) # B16151641033
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____

CONTRACTOR:

Do-Right Concrete INC.

By: John DeLapp
(Signature)

Title: President

Address: 3745 DeLapp Place
(No P.O. Box - Physical Address ONLY)

Loomis CA 95650
(City) (State) (ZIP Code)

Telephone No.: 916-768-7062

Fax No.: N/A

Federal Tax ID # or Social Security #:
Under penalty of perjury, I certify that the Federal Taxpayer
Identification Number and all other information provided here
are correct. 51-0505504

eMail: doRightConcrete@gmail.com

Contractor's License No.: 835702, Classification: C-8, expiring on
(date) 4-30-16

Contractor's DIR Public Works Contractor Registration Number 100023069

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

CITY OF SACRAMENTO
Department of Public Works
Maintenance Services Division

BID PROPOSAL GUARANTEE
Page 1 of 1

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 **March 30, 2016**, for the Work specifically described as follows:

**MAINTENANCE AND REPAIR OF CURBS, GUTTERS,
SIDEWALKS, AND RELATED ITEMS (B16151641033)**

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 #

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three years of the date of my signature below.

EXCEPTION:

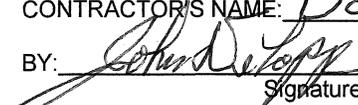
Date	Violation Type	Place of Occurrence
If additional space is required use back of this form.		

*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Do-Right Concrete INC.

BY:  Signature President Title Date: 3-18-2016

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

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

G. 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:**
C-8 4-30-2016 835702

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
 Yes No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No

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

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

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

Yes

No

Not applicable

OR

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

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

Yes

No

Not applicable

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

OR

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

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

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)

EH = total hours worked by all employees during the calendar year

200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes

No

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

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

Yes

No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

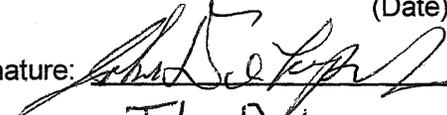
NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

VERIFICATION AND SIGNATURE

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

Signed at Loomis, on 3-18-2016.
(Location) (Date)

Signature: 

Print name: John DeLapp

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.

**EQUAL BENEFITS ORDINANCE
DECLARATION OF COMPLIANCE**

Do-Right Concrete INC.

Name of Contractor

3745 Delapp Place, Loomis, CA. 95650

Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") 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 of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000 in total value.
4. 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.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)

5. 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.

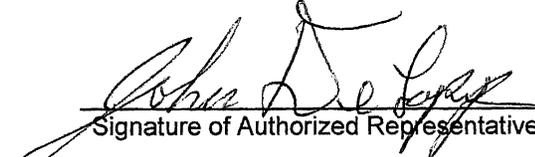
Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)

- 6. I understand that failure to comply with the provisions of Section 5. (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.
- 7. 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.
- 8. 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 EBO 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.
- 9. 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 City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

3-18-2016

Date

John DeLapp

Print Name

President

Title

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items

H. 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.

Do-Right Concrete
Bidder

BY: John DeLappTitle: President

Address: 3745 DeLapp Place
Loomis, CA 95650

Date: 3-18-2016

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)

Fiscal Year 2017 - Price Sheet
Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

CODE	DESCRIPTION OF WORK	UNIT	PRICE	DIMENSIONS	QTY	CODE
1. CURB AND GUTTER REMOVAL AND REPLACEMENT						
1A	21" Vertical Curb & Gutter	LF	\$63.42		=	171A
1B	21" Rolled Curb & Gutter	LF	\$56.02		=	171B
1C	3' Vertical Curb & Gutter	LF	\$62.96		=	171C
1D	3' Rolled Curb & Gutter	LF	\$58.84		=	171D
1E	5' Vertical Curb & Gutter (Match Existing)	LF	\$76.59		=	171E
1F	5' Rolled Curb Gutter	LF	\$78.08		=	171F
1G	Gutter Overlay (3" Thick) -- no removal	LF	\$14.78		=	171G
1H	Curb Only (Curb Type 14A)	LF	\$34.38		=	171H
1I	Curb Only (Curb Type 14)	LF	\$32.89		=	171I
2. CURB & GUTTER REMOVAL						
2A	AC Pavement Removal	LF	\$10.80		=	172A
3. REMOVE AND REPLACE SIDEWALK, ALLEY AND DRIVEWAY CUTS						
3A4	0 square feet to 100 square feet -- 4"	SQFT	\$19.38	X	=	173A4
3A6	0 square feet to 100 square feet -- 6"	SQFT	\$20.20	X	=	173A6
3B4	101 square feet to 300 square feet -- 4"	SQFT	\$16.92	X	=	173B4
3B6	101 square feet to 300 square feet -- 6"	SQFT	\$16.35	X	=	173B6
3C4	301 square feet to 500 square feet -- 4"	SQFT	\$14.60	X	=	173C4
3C6	301 square feet to 500 square feet -- 6"	SQFT	\$15.39	X	=	173C6
3D4	501 square feet and over -- 4"	SQFT	\$12.95	X	=	173D4
3D6	501 square feet and over -- 6"	SQFT	\$14.50	X	=	173D6
3E	Removal of Sidewalk, Plus Fill	SQFT	\$7.20	X	=	173E
3F	Aggregate Base (max 4" lifts)	SQFT	\$4.52	X	=	173F
3G	Additional Score Lines to Match Adj. SW	SQFT	\$1.74	X	=	173G
4. DRIVEWAY APPROACHES REMOVE AND REPLACE						
4A	4" Thick remove & replace <100sqft	SQFT	\$19.27	X	=	174A
4B	4" Thick remove & replace >100sqft	SQFT	\$17.17	X	=	174B
4C	6" Thick remove & replace <100sqft	SQFT	\$20.62	X	=	174C
4D	6" Thick remove & replace >100sqft	SQFT	\$18.00	X	=	174D
5. TREE ROOT REMOVAL						
5A	Tree Root Removal	SQFT	\$8.85	X	=	175A
6. MISCELLANEOUS SERVICES						
6A	V-Gutter Removal and Replacement	SQFT	\$45.94	X	=	176A
6B	Gutter Drain, Setting Drain, Type 20's	SQFT	\$159.03	X	=	1 6B
6C	Set Hood and Grate for A&B Boxes	EA	\$304.53		=	176C
6D	Bus Stops, 3' Rolled, 10" thick	EA	\$73.43		=	176D
6E	Bus Stops, 3' Vertical, 10" thick	LF	\$79.04		=	176E
6F	Bus Stops, 5' Rolled, 10" thick	LF	\$94.87		=	176F
6F1	Bus Stops, 5' Vertical, 10" thick	LF	\$97.84		=	176F1
6G	Curb Ramps	SQFT	\$26.64	X	=	176G
6H	Curb Ramps, Historical (R&R)	SQFT	\$31.31	X	=	176H
6H1	Install Truncated Domes	EA	\$154.77		=	176H1
6I	Concrete Saw Cutting	LF	\$7.60		=	176I
6J	Replace Backfill Area with Sod	SQFT	\$6.31	X	=	176J
7. OTHER CUSTOM WORK						
7A	Custom Work	EA			=	177A

CPI: (N/A)

A* Arborist fee is \$110.00 for two hours.

AGREEMENT

(Maintenance Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and _____ Escobedo Concrete and Demolition, 112 Elm Street, Woodland CA 95695 _____, ("Contractor").

The City and Contractor 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 AND TERM OF CONTRACT

- A. 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:

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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

- B. A general scope of work is contained in the Technical Specifications and may be further defined in a job/task order. Work shall be assigned to Contractor by City on an individual job or task basis, by City's issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Contract, and the Contractor shall perform, comply with and be subject to all provisions of this Contract with regard to any work performed pursuant to any such job/task orders. The job/task orders may involve varying levels of effort during the term of the Contract. The need for services may not be continuous during the term. It is understood and agreed by Contractor that no services at all may be required by City under this Contract. The City will contact Contractor regarding a specific job/task. Contractor shall not commence work prior to receiving a notice to proceed from the City.
- C. The initial term of this Contract is one (1) year from the date of City award. The City may extend the Contract term in writing for additional successive one (1) year periods, provided that the total Contract term including any such extensions shall not exceed five (5) years.

5. CONTRACT AMOUNT AND PAYMENTS

- A. Pursuant to Sacramento City Code Section 3.60.180, the Contractor is required and agrees to pay the State of California, Department of Industrial Relations prevailing wage rates for covered trades employed. The prevailing wage rates may be found at <http://www.dir.ca.gov/dlsr/pwd/>. For job/task orders of \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code. Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Contractor is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. Payment for each job or task shall be authorized by job/task order as provided in Section 4, above, and City shall have no responsibility or liability for any payment not authorized by a City-issued job/task order. All payments shall be made 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.
- C. Unit prices and hourly rates shall not exceed the amount(s) set forth in Contractor's Proposal Form, provided that for each year the Contract term is extended, to account for inflation, the unit prices and hourly rates set forth in Contractor's Proposal Form shall be increased by an amount equal to three (3) percent or the percentage increase for the previous 12 month period in the Consumer Price Index (CPI), San Francisco area, whichever is less.
- D. Subject to deductions, withholdings and additions as specified in the Contract Documents, Contractor shall be paid the sum computed at such unit prices or hourly rates, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual hours worked or actual amount of each such unit price item performed and/ or furnished and incorporated in the Work.
- E. **Maximum Annual Payment:** The total amount paid for all Work authorized by job/task orders during any one year term of the Contract shall not exceed \$ N/A .

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 (in the format required by City) 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 by City of the Work specified in the job/task order. Acceptance by Contractor of the final payment for a job/task order 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 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. Statements may be personally delivered or mailed to:

**City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Bldg. 9
Sacramento CA 95822**

ATTN: Erick Talavera

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 for a job or task as directed in the City-issued job/task order and shall diligently prosecute the Work to final completion. The continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

If so specified in a City-issued job/task order, the Work required by the job/task order shall be brought to completion in the manner provided for in the Contract Documents on or before the date specified in the job/task order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete such 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 any 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, 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 acceptance of the Work, 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 City acceptance of the Work performed for the applicable job/task order. 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 City acceptance of the Work performed for the applicable job/task order.

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 Work specified in a job/task order were not completed by the Completion Date specified therein 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 specified in a job/task order by the Completion Date specified therein, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete such Work within such time.

- B. If a job/task order specifies a Completion Date for the Work required by the job/task order, Contractor shall pay liquidated damages to City for failure to complete such Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of N/A for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such 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.

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

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.
- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of 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 therefore 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; sit-downs; 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 specified in a job/task order (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, if the applicable job/task order specifies a Completion Date, 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 issuance by City of a revised job/task order granting such extension of the Completion Date. 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 as provided herein.

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 by a job/task order are not completed as of the Completion Date specified in the job/task order, if any (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. 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

- A. 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):
- (1) For Work executed pursuant to approved job/task order(s) 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;
 - (2) For reasonable expenses directly attributable to termination.
- B. 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 Surety(ies) 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, either 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. 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.

JE
↓

DATE: _____

BY Escobedo Concrete and Demolition

Jose Escobedo

Print Name

Jose Escobedo

Title Owner

BY _____

Print Name

Title

27-2758656

Federal ID#

Pending

State ID#

(1025353) 953895

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 (Two Signatures Required)
- Limited Liability Company
- Other (*please specify:* _____)

CITY OF SACRAMENTO
A municipal corporation

DATE: _____

BY _____

Jerry Way

Print Name

Director of Public Works

Title

For John F. Shirey, City Manager

Original Approved As To Form:



City Attorney

Attest:

City Clerk

**Invitation for Sealed Bids
and Contract Specifications**

for

**MAINTENANCE AND REPAIR OF CURBS,
GUTTERS, SIDEWALKS, AND RELATED ITEMS
BID # B16151641033**

Project Description:

Work-order/task-based maintenance and repair of curbs, gutters, and sidewalks and installation of curb ramps, citywide. There will be multiple contract awards.

Pre-Bid Conference:

1:30 p.m.
Wednesday, March 16, 2016

at:
South Area Corporation Yard
5730 24th Street, Building 9
Sacramento CA 95822

Bids to be received before:

2:00 p.m.
Wednesday, March 30, 2016

at:
Office of the City Clerk
New City Hall, 5th Floor
915 I Street
Sacramento CA 95814

Project Manager:

Erick Talavera
Operations General Supervisor
(916) 808-2272
etalavera@cityofsacramento.org

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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NOTICE TO CONTRACTORS

Sealed Bid Proposals will be received by the City of Sacramento Office of the City Clerk at the New City Hall, 915 I Street, 5th Floor, up to the hour of 2:00 p.m. on **March 30, 2016** and will be opened as soon thereafter as business allows, on **March 30, 2016**, in the Hearing Room, 2nd Floor, Historic City Hall for:

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed Proposals shall be submitted on the printed forms contained in the Invitation for Bid and enclosed in an envelope marked:

Sealed Bid Proposal for: Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items (Bid No. B16151641033)

Official electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page:

PLANET BIDS

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

Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

Bid information obtained from third party sources will not be considered official and not fulfill a bidder's responsibility for obtaining all official bid information as posted on our official site at the link above.

All bidders are invited to attend an optional Pre-Bid Conference at the South Area Corporation Yard, 5730 24th Street, Bldg. 9, Sacramento CA 95822, on Wednesday March 16, 2016, at 1:30 p.m.

Questions regarding this bid should be referred to the Project Manager. All inquiries should be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding..

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

Contractors and subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less.

The City of Sacramento has an approved Labor Compliance Program. The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007. Each contractor and every lower-tier subcontractor must submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Bid protests must be filed 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 to be considered valid in accordance with City of Sacramento Resolution No. 2003-231, dated April 29, 2003. As used herein, 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, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of 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, New City Hall; Sacramento, CA 95814.

City of Sacramento
FORMAL BID / PROPOSAL DELIVERY OPTIONS

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS): - Regular First Class - Certified or Return Receipt - Priority - Express	Office of the City Clerk P.O. Box 122391 Sacramento, CA 95812-2391
2.	Expedited Services: - FedEx - UPS - DHL	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814
3.	Personal Delivery: - Hand Delivery - Courier	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

1. Terms and Definitions

Wherever in the Scope of Work, Technical Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

ADA –	Americans with Disabilities Act of 1990
City –	City of Sacramento
MUTCD –	2014 California Manual on Uniform Traffic Control Devices, and any amendments and revision thereto
Director –	Director of Public Works, City of Sacramento
Standard Specifications –	City of Sacramento Standard Specifications for Public Construction, August 14, 2007, and Addendums (or any updated City Standard Specifications when adopted). http://www.cityofsacramento.org/Utilities/Resources/Specs-and-Drawings
Department –	Department of Public Works, City of Sacramento
Inspector –	The Maintenance Services Division has designated Construction Inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Projects Construction Inspector.
Project Manager –	The Operations General Supervisor assigned to oversee Concrete Maintenance for the City of Sacramento
Working Day –	Defined as any eight (8) hour day, except as follows: Saturdays, Sundays, City-observed holidays, and other days the City is closed, as shown on the City of Sacramento Working Calendar, days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Inspector from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

2. Scope

This Contract is for concrete work primarily limited to curbs, gutters, sidewalks, and related items located throughout the City of Sacramento. The individual jobs typically range in size from 6 square feet to 600 square feet. The City will make repayment for this work.

The Contractor must provide all labor, material, tools, and equipment necessary to complete all work in a workmanlike manner. All work must be performed in accordance with contractual documents, including the specified Work Order(s) and the Project Manager's or designated Inspector's instructions, and shall comply with the City of Sacramento Standard Specifications for Public Works Construction, including but not limited to Section 10 – Construction Materials, Section 17 – Laying Base, Section 18 – Side Forms and Headers, and Section 24 – Curb, Gutter, Sidewalks, and Gutter Drains. Additionally, all work shall comply with the attached drawings that incorporate the latest ADA requirements, as well as the City of Sacramento's Sidewalk Closure Policy and Standards, dated August 14, 2007. In the event these standards and specifications should be changed, revised or updated, Contractor will be provided with the new documents. At the time new standards and specifications are distributed, Contractor will be required to follow updated requirements.

Additional requirements:

- a. Lamp Black is required and shall be added to the concrete mix at the rate of one (1) pound of per cubic yard of concrete, unless otherwise directed by the City Inspector.
- b. Doweling is required on all sidewalk, curb, and gutter projects.
- c. Asphalt and concrete removal cuts shall be neat and straight, and made with a City-approved saw.
- d. Root inspection/root cutting: The Contractor shall contact the City Arborist to schedule a root inspection 48 hours prior to removing the sidewalk. Once the appointment for the root inspection has been set, the Contractor is responsible for removing the concrete and excavating to expose the roots prior to the Arborist's arrival. After completing the inspection, the Arborist will then recommend how the tree roots are to be cut.

Tools required for this work are, but not limited to: pneumatic or hydraulic jackhammer, gas driven abrasive concrete saw (water-cooled blasé), mechanical compaction equipment, miscellaneous hand tools, etc.

3. Period of Performance

Period of Performance will begin on July 1, 2016 (or upon date of award by City Council, if later) and end June 30, 2017 with the option to extend two additional years. Extensions are not guaranteed, will be agreed upon and in writing.

Option Period One will begin July 1, 2017 and end June 30, 2018.

Option Period Two will begin July 1, 2018 and end June 30, 2019.

4. Option Period(s)

The successful bidder/offeror grants the Option Period(s) listed in the Pricing Schedule to the City of Sacramento. The Option Period(s) may be exercised at any time up to within 30-calendar days of the contract completion date. Exercise of the Option Period(s) occurs upon mailing of written notice to the Contractor. The Option Period(s) will be exercised at the sole discretion of the City of Sacramento.

At the time the Option Period(s) are exercised, annual adjustments to account for inflation may be added to the total per item charge as indicated in the Pricing Schedule. This annual adjustment will be based on CPI information as well as current material costs and market conditions specific to this work. Any increase granted shall not exceed four (4) percent above the previous year's pricing.

The City will also look to see if a cost savings is due to the City, based on the CPI, market conditions, and material costs specific to this work. If a cost savings is due to the City, the Pricing Schedule will be adjusted accordingly.

5. Contract Pricing

The Contractor shall furnish fully-burdened pricing, including all labor, materials, tools, arrow boards, message boards, equipment, sediment vacuums, water supply, and incidentals for doing all work involved in the execution of this contract. No additional compensation will be allowed.

A contract for the services described in this Invitation for Bid (IFB) will not be awarded to the single lowest responsible bidder at its bid price – this is a multiple award contract. Instead, the City will review all bids for technical capability, responsibility, and responsiveness.

All of bid submissions that are found to be technically capable, responsible, responsive, and their pricing is found to be within the competitive range will be awarded a contract with the City in the following manner:

1. The City will evaluate the line item unit price(s) submitted by each responsible, responsive, and reasonable bidder. The City will arrive at the contract line item price by deleting the highest and lowest unit bids submitted for each line item(s). Those values that remain will be averaged, and the sum will be the established unit price for that particular line item(s). This is the value that the City of Sacramento will pay for that line item to all of the contractors to whom a contract is awarded.
2. The City will then establish the Primary and Secondary lists of contractors. The primary list will consist of up to seven contractors whose bid submissions were found to be the lowest, responsible, and responsive bidders. The remaining contractors will be added to the secondary list in the order of established above.

At the time the Option Period(s) is due to be exercised, the Contractor will have an opportunity to increase pricing, as provided in Section 4, Option Period(s), above. The Contractor's request must be submitted in writing on company letterhead 30-days prior to the exercise of the option period(s). At this same time, the City will do an analysis to

see if a cost savings is due to the City. The analysis will take into consideration the CPI, market conditions, and material(s) pricing. All bidders to whom a contract is awarded will then be paid this same amount for each of the line item(s).

6. Primary and Secondary List of Contractors

As stated in Section 5, above, the City has a requirement for up to seven contractors throughout most of the year, subject to weather conditions and other constraints. Therefore, the City will establish a primary list of contractors consisting of up to seven contractors.

When the primary list is full, a secondary list will be established and used as needed. The City may award new contract(s) using the established unit price list at any time during the contract period.

The City of Sacramento will prioritize and assign work to the Contractor(s) on the primary list for the specific Neighborhood Service Area that the Contractor(s) is assigned to. During any period when all Contractors on the primary list are working and additional contractors are required, the City will utilize the secondary list.

Both the primary and secondary list(s) are rotational - within their own group. In the event, that a Contractor falls off of the primary list, another contractor may be moved up from the secondary list based on operational need. The City of Sacramento does not guarantee work to any Contractor. Work Order packages will be distributed among contractors who are assigned to a specific Neighborhood service area, unless the City of Sacramento Inspector and/or designated Project Manager has identified a specific need in one of the neighboring service areas, at such time the Contractor may be required to perform work in an area other than the usual assigned area.

7. Assignment of Work

The Maintenance Services Division has designated inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Project Inspector. Contractors will typically be rotated amongst the five Neighborhood Service Area(s) on a bi-annual basis. Upon assignment of the Street Order Repairs, the Inspector will call the Contractor to pick-up the repair order package.

Contractors must contact the Inspector to whom they are assigned by telephone, email, or text message each business day no later than 8:00 a.m. with the following information: (a) Work location; (b) Whether the Contractor would like to meet with the Inspector for questions or clarification. If the Contractor is unable to make contact with their assigned Inspector, they are responsible for contacting the Lead Inspector by phone or email.

For the life of the contract, Contractor shall maintain a telephone and/or answering machine that will enable the Inspector to make contact with the Contractor at all times – cellular phones are acceptable.

8. Demerits

In the event that the contractor does not perform in accordance with the contract's Terms and Conditions, Scope of Work, the City of Sacramento's Standard Specifications for Public Works Construction, Sidewalk Closure Policy and Standards, and the designated inspector, a demerit will be assessed. Specifically, a demerit will be assessed for the following occurrences:

- a. Failure to begin assigned work at the job site at the time(s) indicated by the Project Manager or designated Inspector.
- b. Unavailability for work at the time, date, and/or jobs as directed by the City.
- c. Failure to provide qualified personnel and/or proper equipment as determined by the City's requirements.
- d. Failure to follow the Inspector's work requirements and directions.
- e. Unsatisfactory or unsafe work habits, conditions, and/or employees.
- f. Sub-standard work, as determined by the Inspector and failure to correct all substandard conditions noted within 24-hours.
- g. Failure to contact the City by telephone or in person during the hours specified below.
- h. Violation of any of the work contracted requirements, as stated in the contract's terms and conditions, the City of Sacramento's Standard Specifications for Public Construction, and the City of Sacramento's Sidewalk Closure Policy and Standards.
- i. Failure to follow ADA requirements.
- j. Failure to complete utility cuts within 15 calendar days after receiving the work order.

When a demerit is assessed to a Contractor, a written notification will be provided detailing the violation.

9. Removal and Reassignment from the Primary List to the Secondary List

In the event Contractor(s) assigned to the Primary List receives a total of three (3) demerits in one contract year, Contractor(s) will be removed from the Primary List and will be reassigned to the bottom of the Secondary List. In the event Contractor(s) is/are removed from the Primary List, the top listed vendor from the Secondary List may be moved to the Primary List.

If a Contractor(s) is/are removed from the Primary List after receiving three (3) demerits in one contract year, the Contractor will be advised by telephone of his/their removal. The removal will be confirmed in writing. The Operations General Supervisor will notify all Contractors of their new/revised numerical standing on both the primary and secondary lists.

Assignment from the Secondary List to the Primary List will be at the discretion of the Operations General Supervisor.

10. Invoicing and Payment

Upon completion of a work assignment, the Contractor will submit all invoices to be inspected and approved by the area inspector. The City will pay all invoices on a Net 30 basis.

Invoices for payment shall not be submitted until all work is complete, ready for final inspection, and accepted by the Inspector. All invoices shall be sufficiently detailed to allow for thorough analysis prior to approval. Those invoices that do not provide sufficient information or are not in the approved format shall be returned immediately to the Contractor. Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor. The Net 30-day payment term does not begin until a complete and correct invoice is accepted by the City.

The invoice shall, at a minimum, include the following information:

1. Contractor letterhead, including address
2. Contract Name
3. Description of services billed under this invoice.
4. Date of Invoice Issuance
5. Invoice Number
6. City's Purchase Order Number
7. City's Work Order Number
8. Amount of the Invoice

Invoices shall be mailed or hand delivered to:

City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Building 9
Sacramento, California 95822

11. Commencement and Execution of Work

Contractor shall commence work within two business days from receipt of the Street Work Order from the City Inspector. Commencement of work means to engage in a continuous program onsite including, but not limited to, site posting, site clearance, grading, dredging, landfilling, and the fabrication, erection, or installation of the work and clean-up of site.

Contractor shall notify the resident(s) of the property of any scheduled work to be done 72-hours prior to commencement of any work with a door hanger, provided by the City of Sacramento. Contractor is to provide a temporary traffic control plan and any traffic impact-related public outreach in a timely manner prior to commencing work.

In the event the property is located in an area with parking meters, the Contractor is responsible for notifying their area inspector at least 72-hours prior to the commencement of work. This notification is in addition to the 72-hour notification to the property owner.

No subcontractors shall be allowed to provide work except for specialized services and must be approved, in advance, by the Operations General Supervisor.

12. Survey Monuments

Contractor shall notify the Inspector three (3) business days prior to removing curb, gutter, and sidewalk within the curb return areas in order for the Inspector to check and reset centerline monumentation. An administrative charge of \$1,000, up to \$2,500, will be assessed for each curb return areas removed in violation of these instructions.

13. USA Requirements

Contractor shall comply with California Government Code 4216, CalOSHA Title 8, Section 1541, and USA North regulations. The Contractor is responsible for clearly marking the work area. **All USA markings (painted or other) shall be removed upon completion of the excavation activities prior to the invoice being submitted.** The limits of the removal shall be the length and width of the curb, gutter, and sidewalk repair project. Removal shall be by sand blasting, high-pressure wash or a method approved in advance by the Engineer or Inspector. Removal shall be accomplished in a manner that leaves the site in a condition equal to or better than before the markings were placed.

14. Assessment of Administrative Penalties

Contractor must comply with all Section and Provisions of Sacramento City Code, specifically Title 8, Chapter 8.68 (as it relates to noise) and Title 12, Chapters 12.04-12.32 (as it relates to sidewalk regulations, construction and repair) or suffer penalties as stated in Chapter 12.20 of Title 12, Section 8.68.220 and Section 8.680.280 of Title 8 and Subsection (l) of Section 3.60.360 of Title 3 of the Sacramento City Code relating to Construction and Other Work in the City Streets.

15. Street and Lane Closures – Temporary Traffic Control

The Contractor is responsible for adhering to all guidelines as stated in Section 12.20.0202 of Title 12 of the City Code pertaining to the Closure of Streets for Work. The Contractor shall submit a Traffic Control Plan to the Inspector to whom the Contractor is assigned at least 10 days prior to the commencement of work. The Traffic Control Plan shall be developed within the following parameters:

- a. Contractor must adhere to all guidelines as stated in Section as.20.030 of Title 12 of the Sacramento City Code pertaining to the Traffic Control Plan – Requirements and Section 6-10 of the Standard Specifications for Public Construction.
- b. Traffic flow plans shall include the placement of barricades and warning signs. The plan shall outline the work order, duration of work, and methods for moving traffic through the construction area. Normal passage shall be available to pedestrians and meet all ADA requirements for user with disabilities. The plan shall show the flow of movement for pedestrian and bicycle traffic altered by the construction or excavation. Traffic Control Plans are to follow the guidelines and requirements of the *California Manual of Uniform Traffic Control Devices*.
- c. Arrow and message boards for lane closures will be used at the direction of the City, or as required by the approved traffic control plan.

- d. Contractor is responsible for monitoring and maintaining all traffic and pedestrian control features, devices, and equipment from start to completion of the repair and maintenance project and/or as directed by the Inspector.
- e. Contractor is responsible for coordinating with the City of Sacramento's Utility Department at least five (5) days prior to the commencement of work requiring fire hydrant shutdown. Contractor shall provide the fire hydrant shutdown schedule to the Inspector at least five (5) days in advance of work commencement.

16. Holiday Season Street Work Moratorium

To reduce traffic congestion during the holiday season, no construction or maintenance projects will be allowed on any of the streets listed on Exhibit D during the holiday season. The holiday season begins Thanksgiving Day and ends on the first workday after New Year's Day. Exceptions may be approved on a case-by-case basis.

No street or sidewalk work, cuts, or trenching will be allowed during this period on the listed streets. All existing street work that cannot be completed prior to the moratorium shall be back filled and paved. All barricades and barriers shall be removed from all travel lanes.

Only emergency repairs will be permitted during this holiday period. All such repairs shall be immediately reported to the assigned Inspector, not later than one hour of the determined need. If an emergency arises during the City's non-working hours, notification to the above office shall be made prior to 9:00 a.m. of the following workday.

17. Materials

Construction materials shall conform to Section 10, Construction Materials, of the City of Sacramento's Standard Specifications for Public Construction.

- a. Concrete
 - i. All concrete placed shall contain six (6) sacks (576 lbs.) of Portland cement per cubic yard and shall have a maximum size for coarse aggregate of one inch (1").
 - ii. Portland Cement used in said concrete shall conform to the American Society for Testing Materials Designation C150, Type II.
 - iii. Unless otherwise specified, all work for curb, gutter, and sidewalks shall conform to Section 24 – Curbs, Sidewalks, and Gutters of the City of Sacramento's Standard Specifications for Public Construction (June 2007).
 - iv. Concrete shall contain 1 pound of lamp black per cubic yard of concrete, unless otherwise directed by the Work Order or the City Inspector.
 - v. Original concrete load tags shall be retained by Contractor for a minimum of one (1) year after completion and acceptance of a project and provide them to the City upon request.

b. Reinforcing Steel

Reinforcing steel shall conform to Section 52, Bar Reinforcement, in the State of California, Department of Transportation. Unless otherwise provided by the Special Provisions, bar reinforcement shall be deformed and shall be Grade 60 conforming to the “Deformed Billet-Steel Bars for Concrete Reinforcement” (ASTM Designation A 615).

Welded steel wire fabric for concrete reinforcement shall conform to ASTM Designation: A 185. The gauge of the wire and the dimensions of the mesh will be shown on the plans.

c. Curb Dowel and Tie Bars

Dowel and tie bars for curbs shall conform to ASTM Designation: A 165, Grade 60 or Grade 40 may be used at the Contractor’s option.

d. Excavated Materials and Spoils

Contractor shall remove all excavated and spoil materials from the job site daily unless authorized by the Inspector. Failure to remove the excavated and spoil materials will result in a demerit.

e. City Provided Materials

The City of Sacramento shall provide the following materials: rubber sidewalk panels, sidewalk metal plates and specs, sidewalk drains, gutter drain, door hangers, and No Parking postings.

18. Grading

Subgrades for pavement, curb and gutter, sidewalk, lined channels and ditches, or for rock base under pavements shall be furnished accurately and true to the lines and sections shown on the plans, within a tolerance of + or –0.05 feet. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of not less than ninety five percent (95%). The subgrade shall be free of segregated material and shall be smooth and true to the required grade and cross section. The Contractor will repair at his expense any damage to a prepared subgrade caused by his operation or by use of public traffic. No material shall be placed upon the prepared subgrade until it is in a condition meeting the requirement specified.

19. Landscape and Irrigation

- a. The Contractor will be required to backfill all areas between (a) the back of the curb and sidewalk, and (b) back of sidewalk and property line.
- b. Landscape fill shall consist of fertile, friable soil of loamy character. It shall be obtained from well drained, arable land and shall be free from subsoil, refuse, roots, heavy or stiff clay, stones larger than one inch (1”) in size, coarse sand, noxious weeds such as Bermuda, Nut Grass and Morning Glory, stocks,

brush, litter and other deleterious substances. Topsoil shall be capable of sustaining healthy plant life.

- c. When requested by the City, the Contractor will provide sod replacement in areas behind the curb in park strip areas and behind the sidewalk as deemed necessary and authorized by the Inspector. Payment for this work will be paid on a square foot price as listed on the Pricing Schedule of this contract.
- d. Contractor is responsible for repairing and replacing any irrigation that is damage through the excavation or replacement work of the project.
- e. Contractor must complete all repairs within 24-hours of notification from the inspector.

20. Gutter Drains

Cast iron gutter drains of the type indicated by the plans shall be installed at points designated. The types of Standard City of Sacramento Gutter Drains are provided in the Standard Specifications for Public Works Construction, Section 38, Standard Drawings. The drains to be set under this contract will be furnished by the City. Gutter drains shall be cemented flush with the surface of the concrete gutter, and/or curb.

21. Erosion and Sediment Control

Attention is directed to Section 16-3, Erosion, Sediment, and Pollution Control, of the City of Sacramento Standard Specifications and the Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control, dated June 2007. Before starting on the project, the Contractor shall submit for acceptance by the Inspector, an erosion and sediment control plan. The plan shall be implemented during construction of the project to control the major sources of urban runoff pollution from the construction site, including erosion, sedimentation, and improper handling/storage of construction materials and equipment. The elements listed below shall be considered in the development of the plan and the plan shall include sufficient detail to assure the objectives will be satisfied.

- a. Wash water, slurry and sediment from concrete and asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be vacuumed and disposed of by Contractor in a manner approved by the Inspector. No dumping into tree wells or other planting areas, or open cuts.
- b. Vegetation Stabilization – Preservation of existing vegetation; seeding and planting; mulching; providing grassy swales and buffers.
- c. Physical Stabilization – Jute Netting; Drain Outlet Protection; Dust Control; Rocked or Paved driveways from project site to street to prevent tracking dirt unto the public right-of-way and gutters.
- d. Sediment Controls – Silt fences; check dams; straw bale barriers; sandbag barriers; rock filter beds; sediment traps, sediment basins, drop inlet protection

such as straw bales, gravel traps and filters, burlap filters, and sandbag protection.

- e. Specific Maintenance Plan and Program - Establishes a frequency of checking erosion and sediment controls after they have initially have been constructed through the end of the project.
- f. Construction Site Housekeeping Practices – Stabilized construction entrances; solid waste management; material storage and delivery; concrete waste disposal; hazardous materials management; maintenance and cleaning; spill prevention and control; daily maintenance and clean-up.
- g. Concrete Waste Management-Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including leftover concrete and material from washing out the concrete truck, shall not be disposed of in a trench or washed into the storm drain system.

22. Barricades

The Contractor will furnish and place Type 1 barricades, in good condition, when they remove the curb, gutter, and/or sidewalk. The City will only supply barricades when the City does the removal. Barricades shall remain in place a minimum of 72-hours after concrete has been poured on new curb and gutter. Barricades shall be placed so as to prohibit vehicles from parking adjacent to new work; spacing shall not exceed twenty (20) feet between barricades.

Barricades used and set-up on the sidewalk and curb ramp construction shall be equipped with all necessary features such as, upper and lower railings, signs, lights, etc., that are required to comply and meet all ADA regulations pertaining to disabled pedestrian traffic and pedestrian control. Reference the City of Sacramento Sidewalk Closure Policy and Standards, dated August 14, 2007.

Contractor shall be responsible for monitoring and keeping barricades placed on curb and gutter work site during the 72-hours requirement period and/or until paved back by City Crews. Contractor is responsible for barricade removal once all time requirements have elapsed and/or City crews have completed pave-back work.

All other barricades shall be removed within 24-hours of completion of concrete work or as deemed appropriate by the Inspector.

23. Repaving

When repaving is needed, the Contractor shall notify the Maintenance Services Division's Lead Construction Inspector by email within 48-hours after the concrete has been poured. Contractor will specify in the email when a driveway is impacted. Failure to comply will result in a demerit.

24. Time Limits

Each Repair Work Order will be completed as indicated:

- a. "Individual Repair Orders" will be completed within ten (10) working days after direction to proceed has been given.
- b. "Package of Repair Orders" consists of fifteen (15) to thirty (30) repair orders and will be completed within twenty (20) working days after direction to proceed is given.
- c. Utility cuts shall be given priority and be completed no later than 15 days of receiving the work order.

Individual repair orders and packages of repair orders will be assigned to the Contractor as prior assigned work is completed and/or approved by the assigned Inspector or Project Manager.

25. Bonds and Insurance

Prior to the execution of a contract, bidders will be required to provide Performance and Payment Bonds in the amount of \$25,000 each. These bonds must be issued by an admitted surety in the form included in these specification, and will be required for the duration of the contract including any extended term(s). Prior to the City's execution of a contract, bidders shall be required to provide proof of insurance and additional insured endorsements as required under the contract.

26. Additional Services

Work not specifically named in the Pricing Schedule shall be negotiated on an individual basis. Prices offered shall as low as or lower than those offered to Contractor's most favored customer for comparable work under similar terms and conditions

27. Notification of Material Changes in Business

Contractor agrees that if they experience any material changes in their business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., they will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

28. Licensing

All Contractors who submit bids on a public works project must be properly licensed. This contract requires either a Class A or C-8 license.

29. Subcontracting

Contractor may only subcontract for the procurement of materials. Contractor shall not enter into a contract or agreement with any individual, partnership, corporation, firm, or other entity to perform any portion of the work or services under this Agreement, without first obtaining permission from the Project Manager.

30. Warranty

The work furnished under these specifications shall be guaranteed for a period of one (1) year from date of acceptance thereof against defective materials, equipment and workmanship. Upon receipt of notice from the City of failure of any part of the materials, equipment, or workmanship during the guarantee period, the affected part or parts shall be replaced with new material and/or equipment, and at the expense of the Contractor.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT A: DETAIL DRAWINGS

- 1) **SIDEWALK TRANSITIONS**
 - * LOCATED ABOVE RAMP OR LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE AT RAMP OR LANDING
 - * 8.33% (1:12) MAXIMUM SLOPE

- 2) **LANDINGS**
 - * LOCATED ABOVE RAMP
 - * 48" MINIMUM DIMENSION IN ALL DIRECTIONS
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL

- 3) **RAMPS**
 - * LOCATED ABOVE PAN OR BELOW LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE
 - * 8.33 % (1:12) MAXIMUM SLOPE
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES

- 4) **PANS**
 - * LOCATED BELOW RAMP
 - * 48" MINIMUM AT BACK OF PAN
 - * 48" MINIMUM FROM BACK OF PAN TO FLOW LINE
 - * 1% (1:100) MINIMUM SLOPE FROM BACK OF PAN TO FLOW LINE
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
 - * ON CORNERS, PAN BOUNDARIES ARE TO BE RADIAL
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES

- 5) **GUTTERS**
 - * ADJACENT TO RAMP OR PAN
 - * 5% (1:20) MAXIMUM SLOPE MEASURED 4' FROM FOC OUT TO STREET PAVEMENT FOR FULL WIDTH OF RAMP.
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES

- 6) **FLARES**
 - * LOCATED ADJACENT TO RAMP
 - * REQUIRED BETWEEN RAMPS WHERE THERE IS NO PLANTER AREA
 - * REQUIRED ON THE EXTERIOR OF RAMPS WHERE THERE IS AN ADJACENT CONCRETE SIDEWALK, REGARDLESS OF OBSTACLES
 - * GENERALLY TRIANGULAR IN NATURE
 - * 10% (1:10) MAXIMUM SLOPE

- 7) **RETAINING CURBS**
 - * REQUIRED ADJACENT TO SIDEWALK TRANSITIONS, LANDINGS, RAMPS AND PANS WHERE THE EXISTING LANDSCAPE (PLANTER AREA) IS 4" OR HIGHER AT ANY POINT ABOVE THE NEWLY CONSTRUCTED CURB RAMP ELEMENT
 - * REQUIRED FOR EXISTING PLANTER AREAS BETWEEN RAMPS
 - * RETAINING CURBS ARE TO HAVE A 6" WIDTH AND A VERTICAL FACE
 - * RETAINING CURB FOUNDATIONS ARE TO EXTEND 8" BELOW THE ADJACENT RAMP ELEMENT SURFACE
 - * OUTSIDE CORNERS OF RETAINING CURBS MUST HAVE A 6" RADIUS

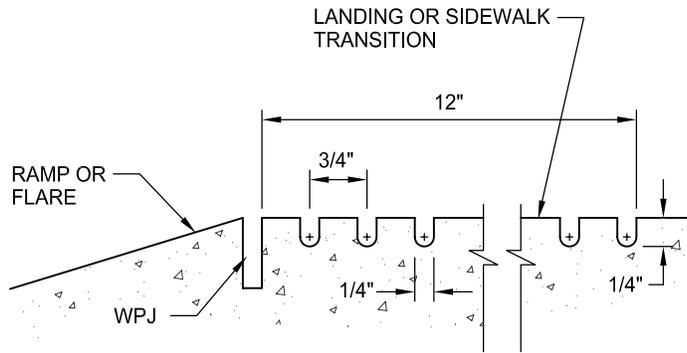
- 8) **12' GROOVING DETAILS**
 - * REQUIRED ADJACENT TO (ON FLAT AREAS ABOVE) RAMP AND FLARE
 - * REQUIRED TO BE PERPENDICULAR TO THE PATH OF TRAVEL

- 9) **CONCRETE COLORING**
 - * LAMP BLACK OR OTHER COLORING SHALL BE ADDED TO NEW CONCRETE AS NECESSARY TO MATCH EXISTING COLOR. THIS APPLIES TO ALL IN FILL LOCATIONS

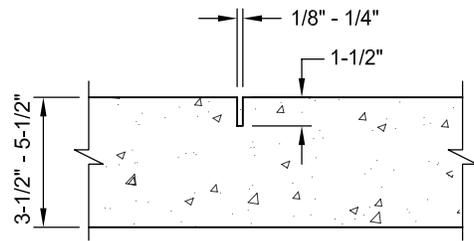
- * DUAL CURB RAMPS ARE REQUIRED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- * ALL ELEMENTS, EXCEPT GUTTERS AND RETAINING CURBS, MUST BE CONSTRUCTED PLANAR IN NATURE WITH WEAKENED PLANE JOINTS SCORED BETWEEN EACH ELEMENT.
- * WHEN FEASIBLE, OPPOSING CURB RAMPS SHALL ALIGN.
- * THESE DEFINITIONS AND STANDARDS, GENERAL DETAILS, AND STANDARD DRAWINGS SHALL APPLY TO ALL CURB AND GUTTER TYPES.
- * THERE ARE VARIATIONS AND ADJUSTMENTS THAT MAY BE REQUIRED UPON THE APPROVAL OF THE ENGINEER.
- * THERE ARE NO VARIANCES TO THE MAXIMUM ALLOWABLE SLOPES AND CROSS SLOPES.

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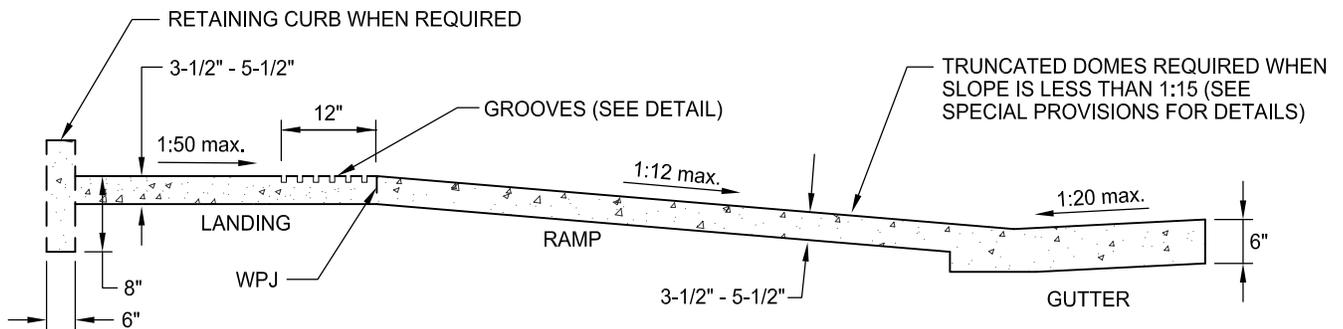
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12" GROOVING DETAIL



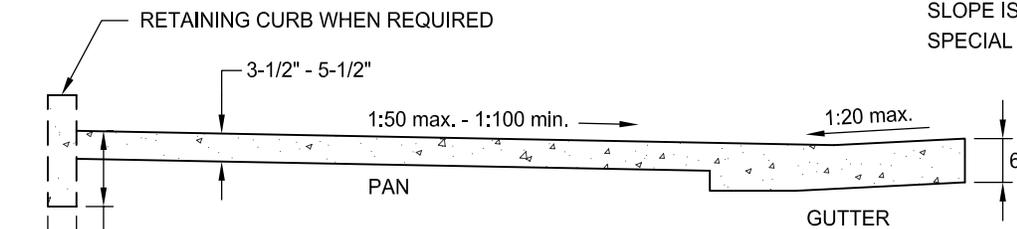
WEAKENED PLANE JOINT (WPJ)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF FLARE, COMBO,
OR PLANTER STRIP CURB RAMP**

NOTE:

ON RAMPS ADJACENT TO PANS
TRUNCATED DOMES REQUIRED WHEN
SLOPE IS LESS THAN 1:15 (SEE
SPECIAL PROVISIONS FOR DETAILS)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF
PAN CURB RAMP**

NOTE:

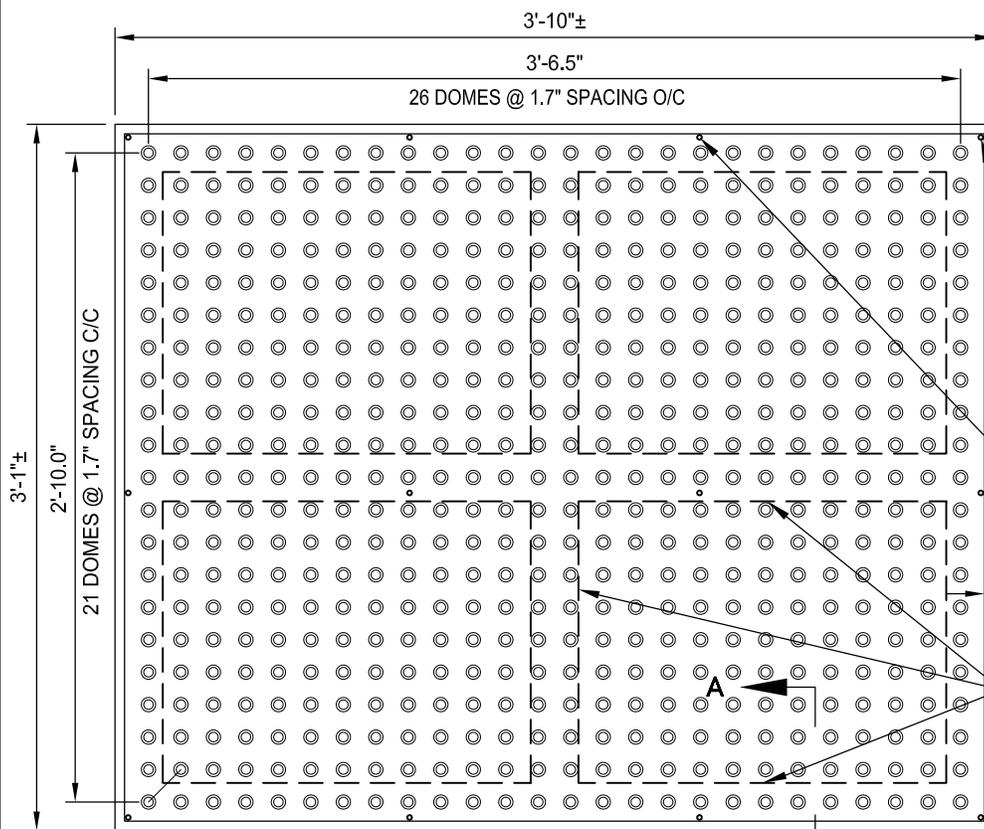
SURFACE OF RAMPS AND PANS SHALL HAVE A TRANSVERSE
BROOM SURFACE TEXTURE ROUGHER
THAN ADJACENT SIDEWALK

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NOTE:

SURFACE MOUNTED TILE DETAILS SHOWN. DETAILS ARE APPLICABLE TO TILE SURFACE SECTION ONLY. CAST-IN-PLACE TILE UNIT DESIGN AND DETAILS TO BE APPROVED BY THE ENGINEER. TILE MATERIAL, FASTENERS, AND ADHESIVE TO BE APPROVED BY THE ENGINEER.



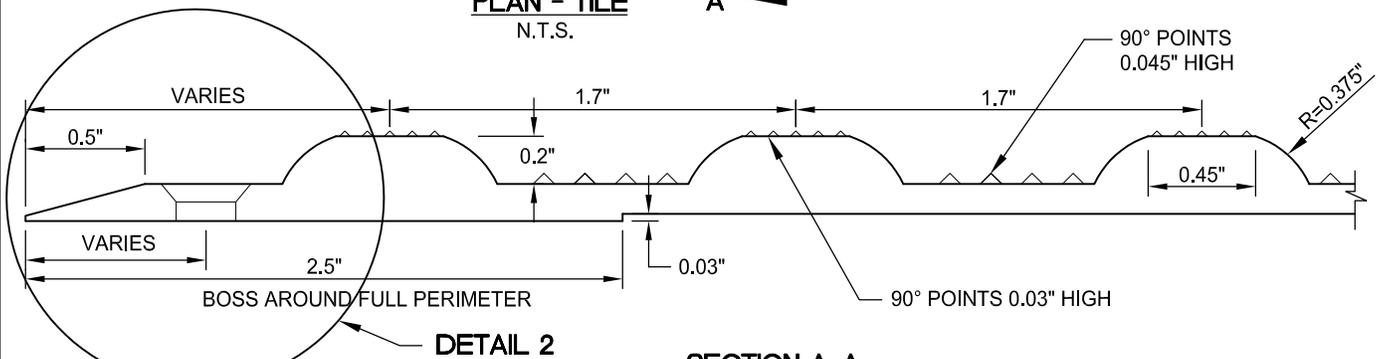
1/4" DIA. CTSK HOLES (TYP. 12 LOCATIONS)

0.5" (TYP. AROUND PERIMETER)

2.5" WIDE BOSS AT UNDERSIDE OF TILE FOR STRUCTURAL ADHESIVE AT FULL PERIMETER AND THROUGH CENTER TILE

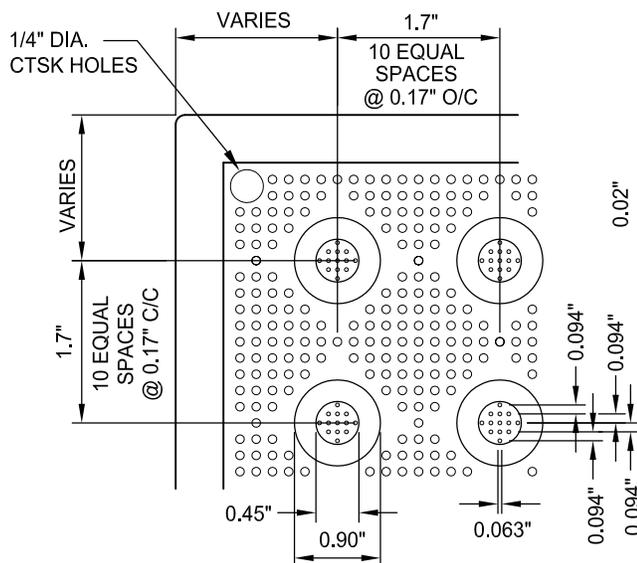
PLAN - TILE
N.T.S.

A ←

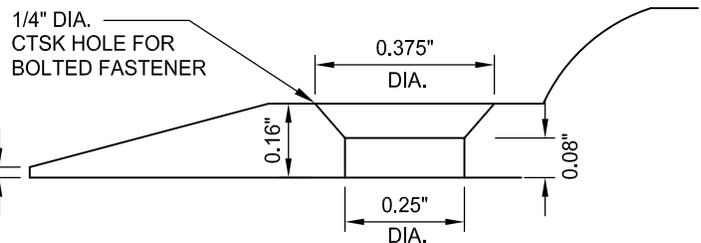


DETAIL 2

SECTION A-A
N.T.S.

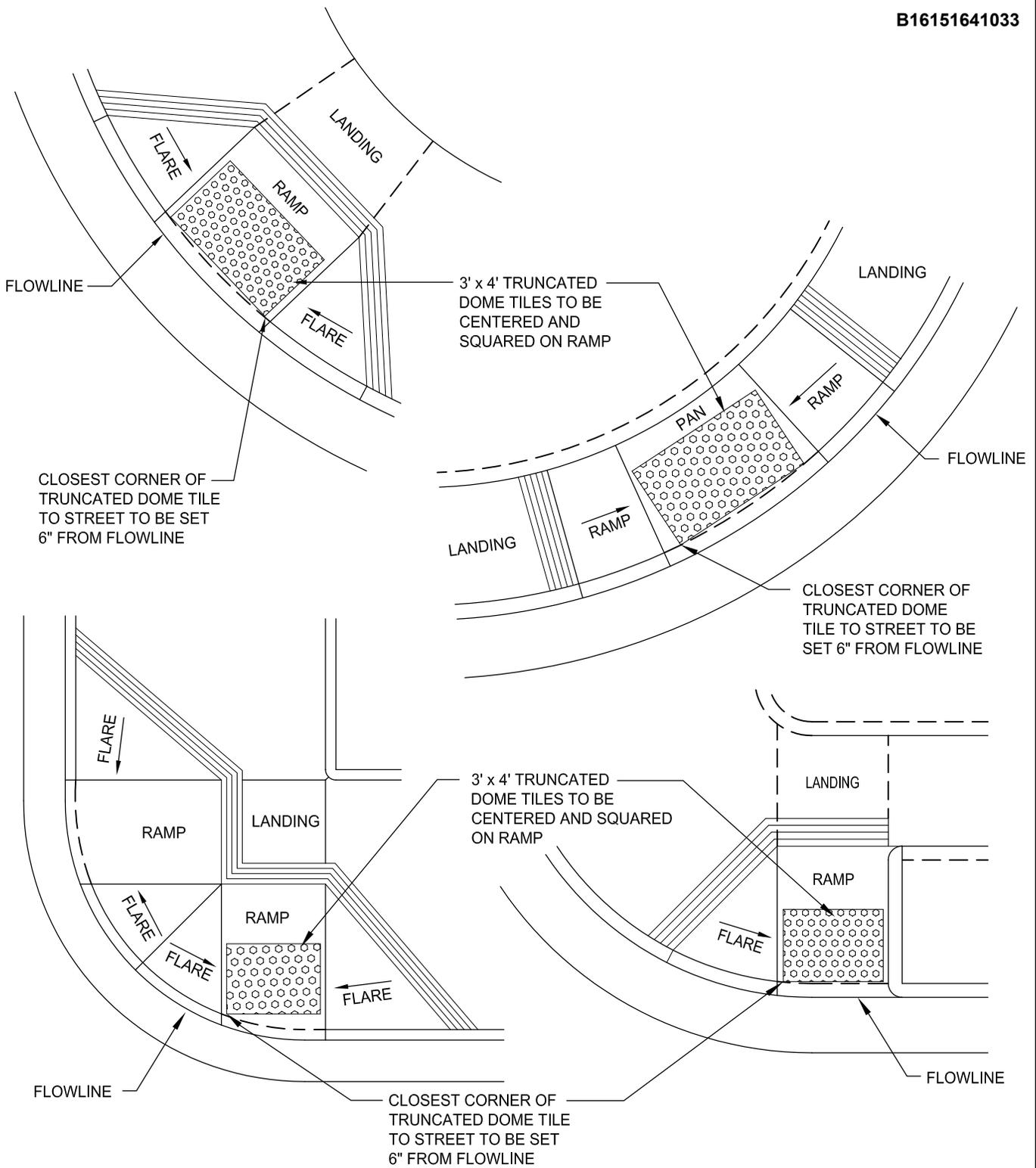


DETAIL 1



DETAIL 2

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NOTES:

1. TRUNCATED DOMES REQUIRED IN PAN AT ALL LOCATIONS (FOR EXCEPTIONS SEE NOTE 2)
2. TRUNCATED DOMES REQUIRED ON RAMP WHEN SLOPE IS LESS THAN 1:15
3. 3' x 4' DIMENSION IS NOMINAL (SEE DWG CE. 3.1)

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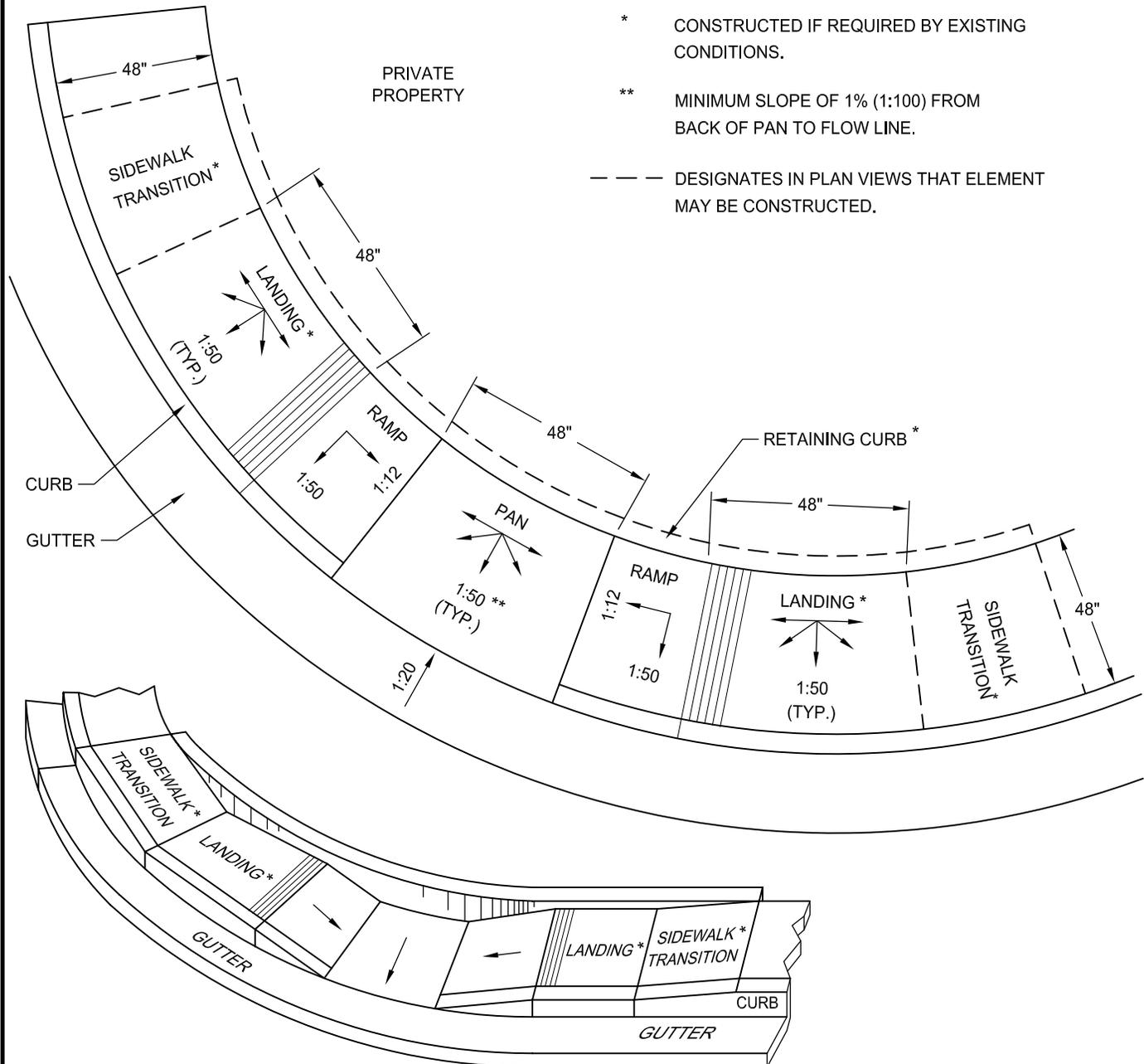
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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NOTES:

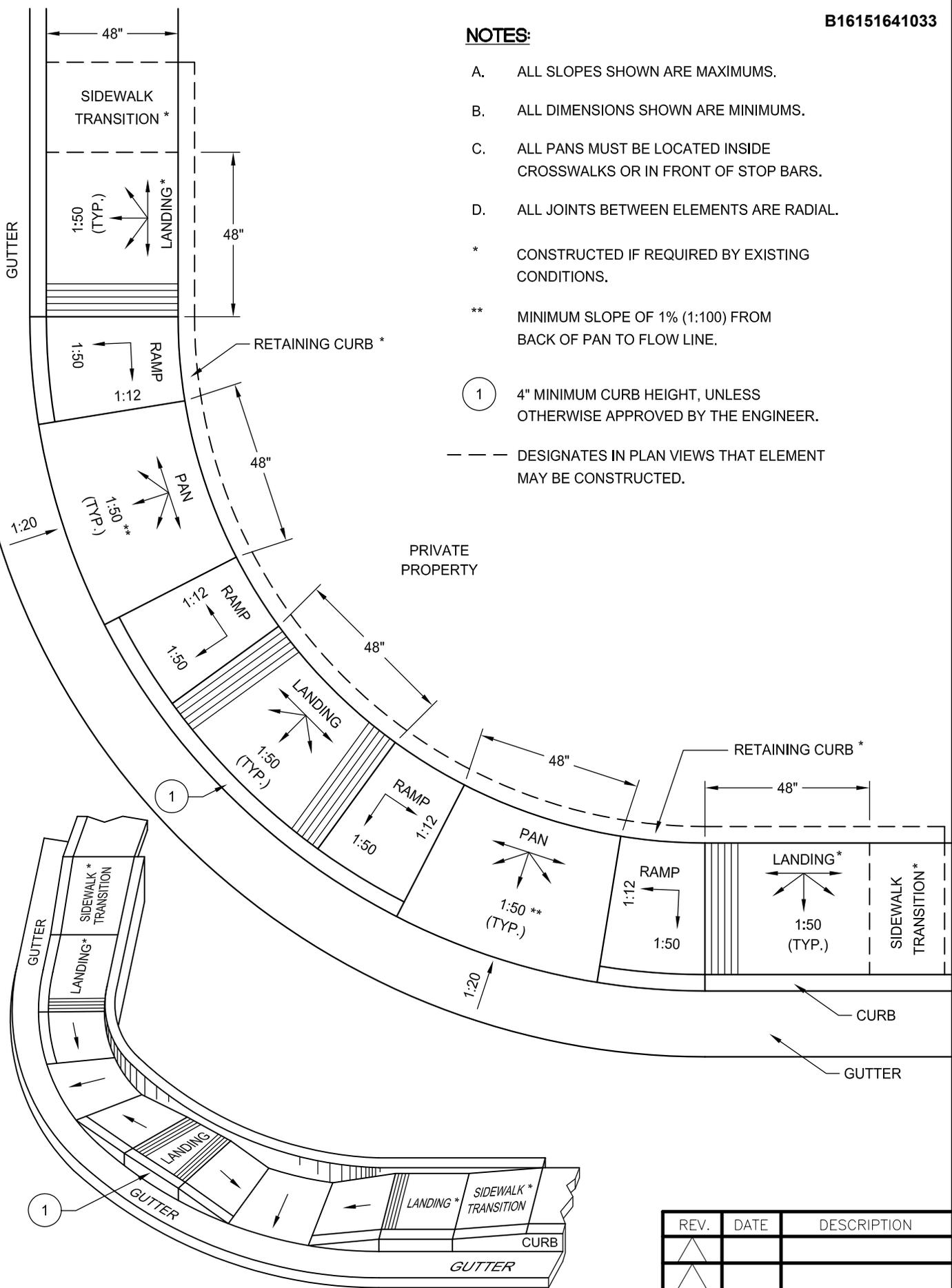
- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

① 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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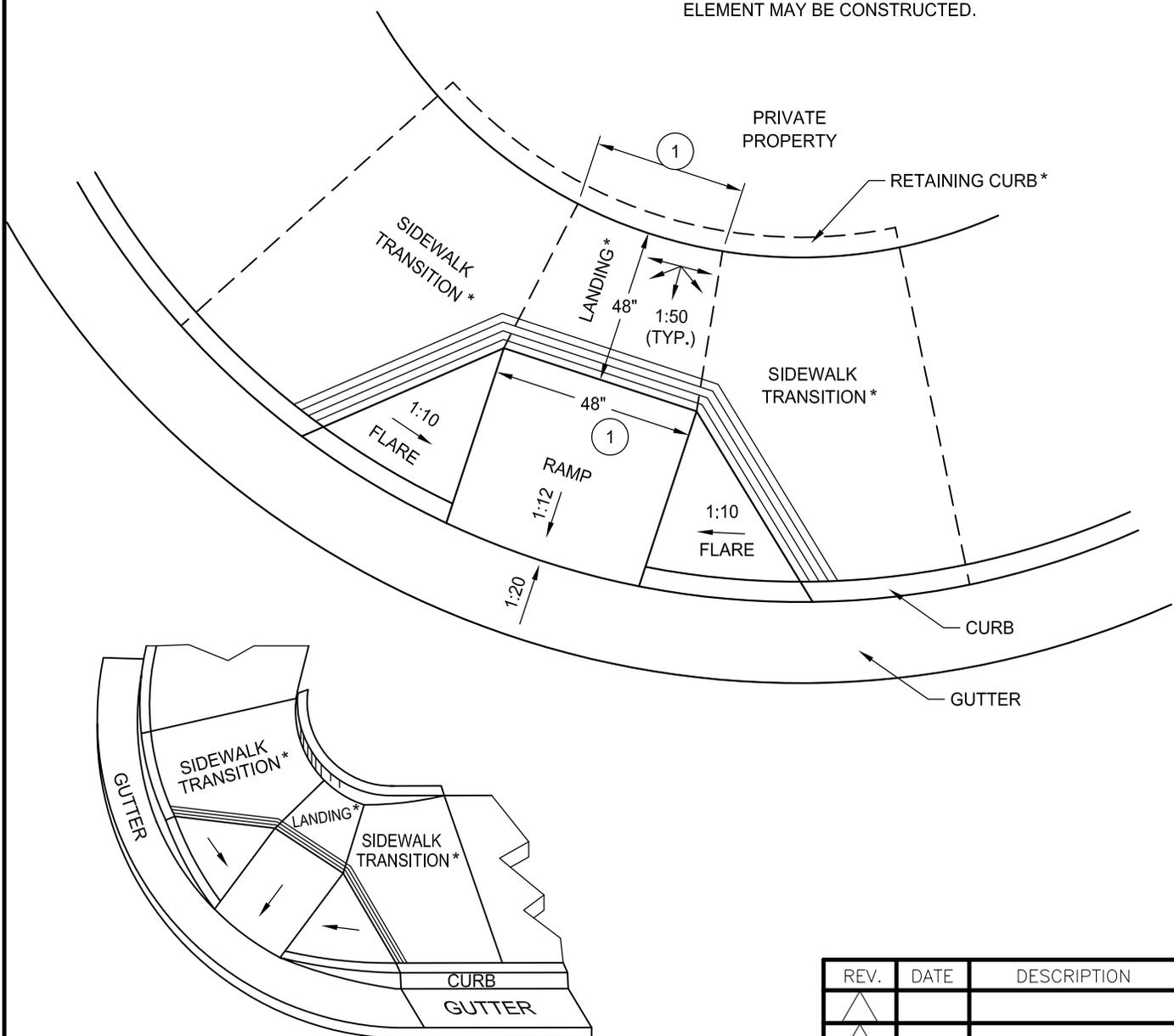
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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
 - B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
 - C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
 - D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
 - E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

① THE WIDTH OF RAMP SHALL BE SAME AS LANDING

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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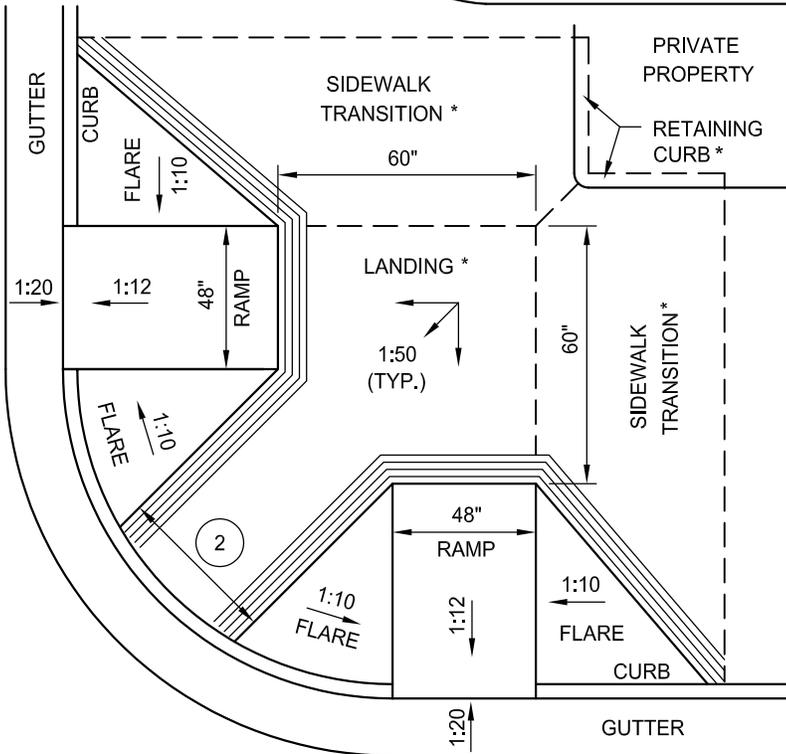
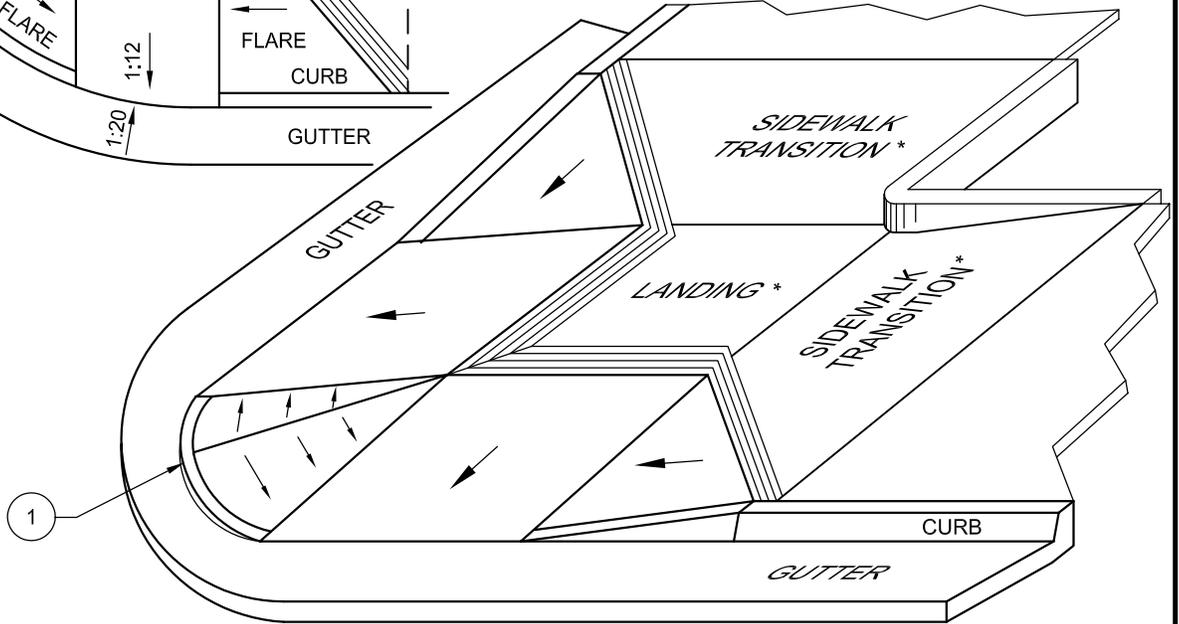
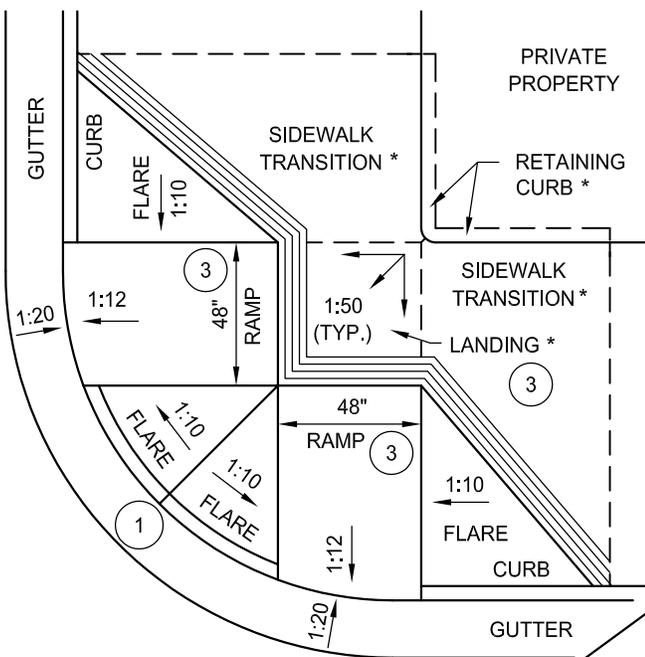
NOTES:

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- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION. GROOVE PATTERNS OR FLARES CAN INTERSECT.
- 3 IF LANDING CONSTRUCTED, 60" MIN. LANDING DIMENSIONS AND 60" MIN. WIDTH OF RAMP REQUIRED.

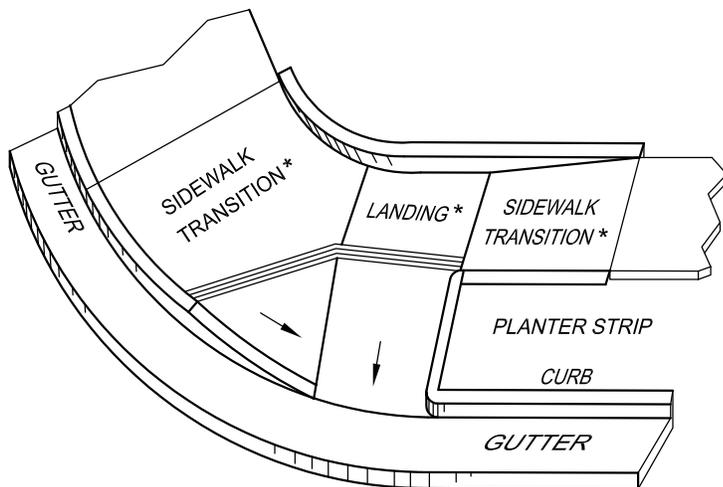
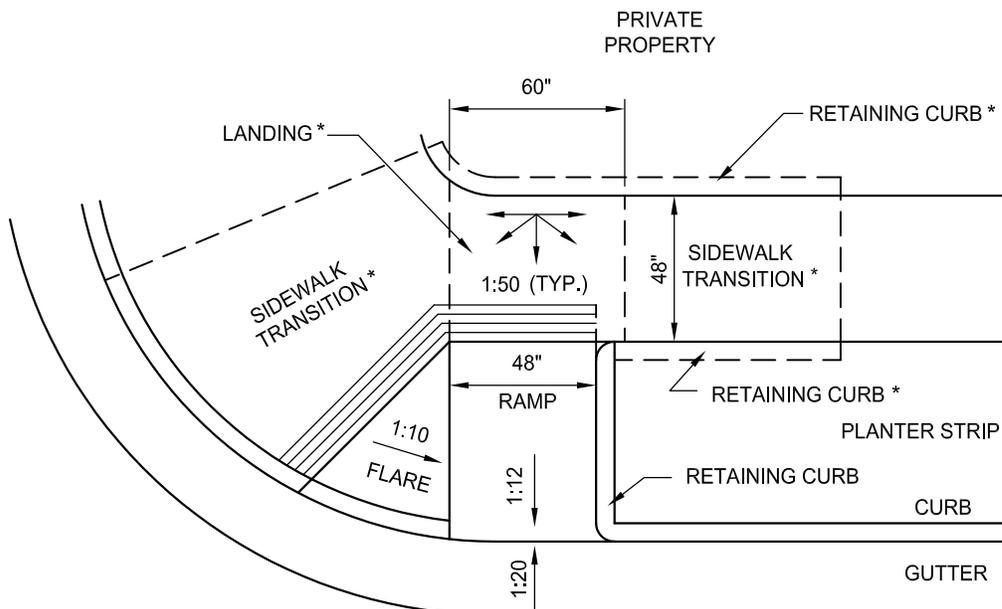
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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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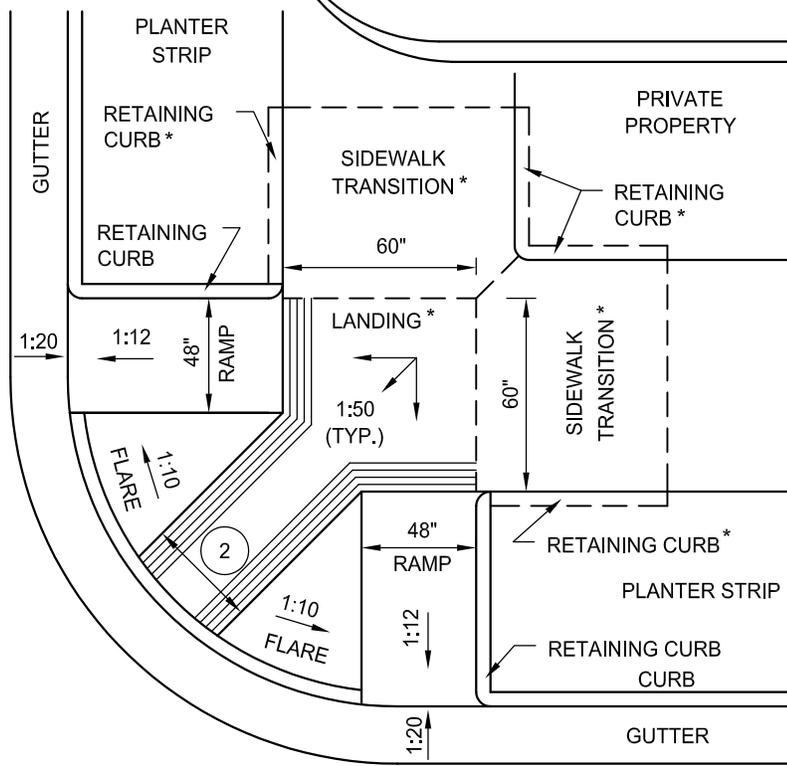
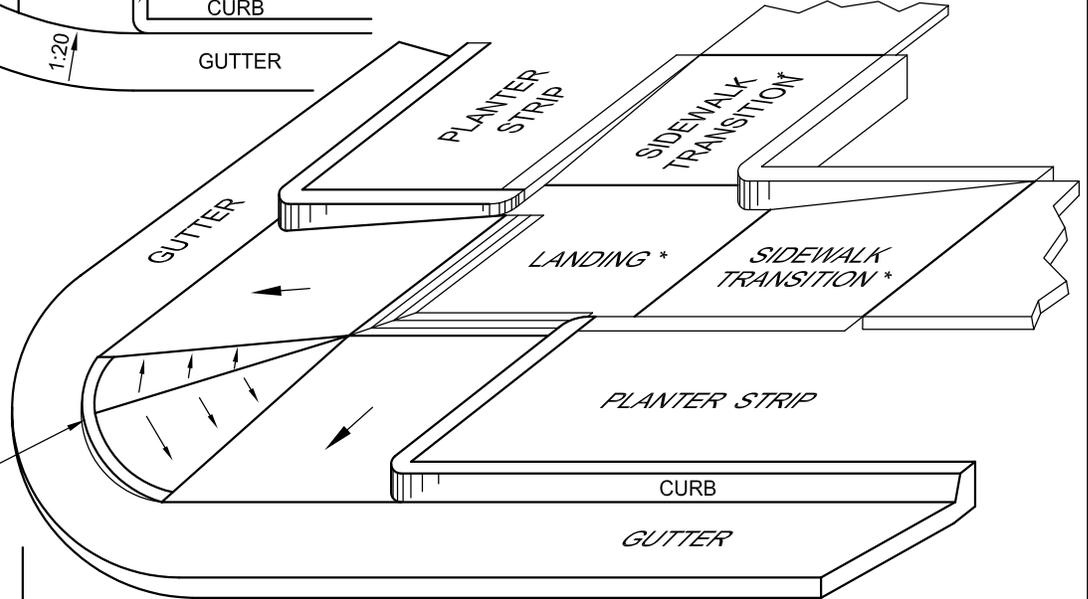
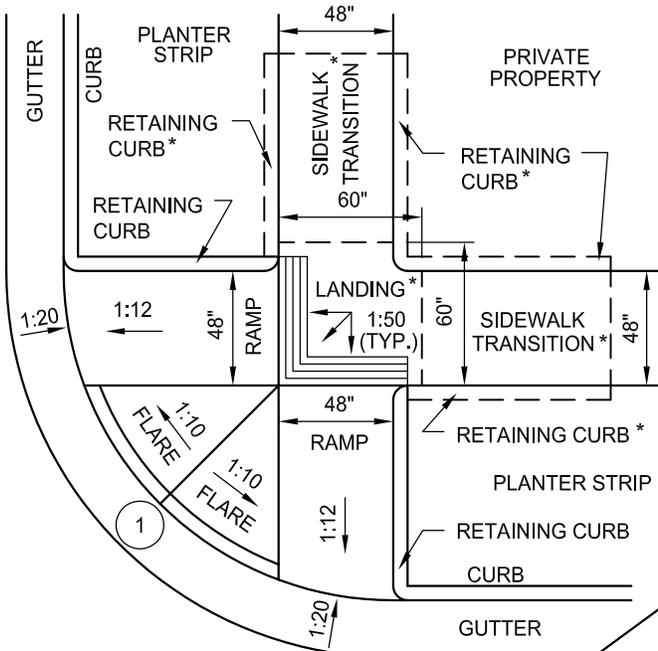
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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

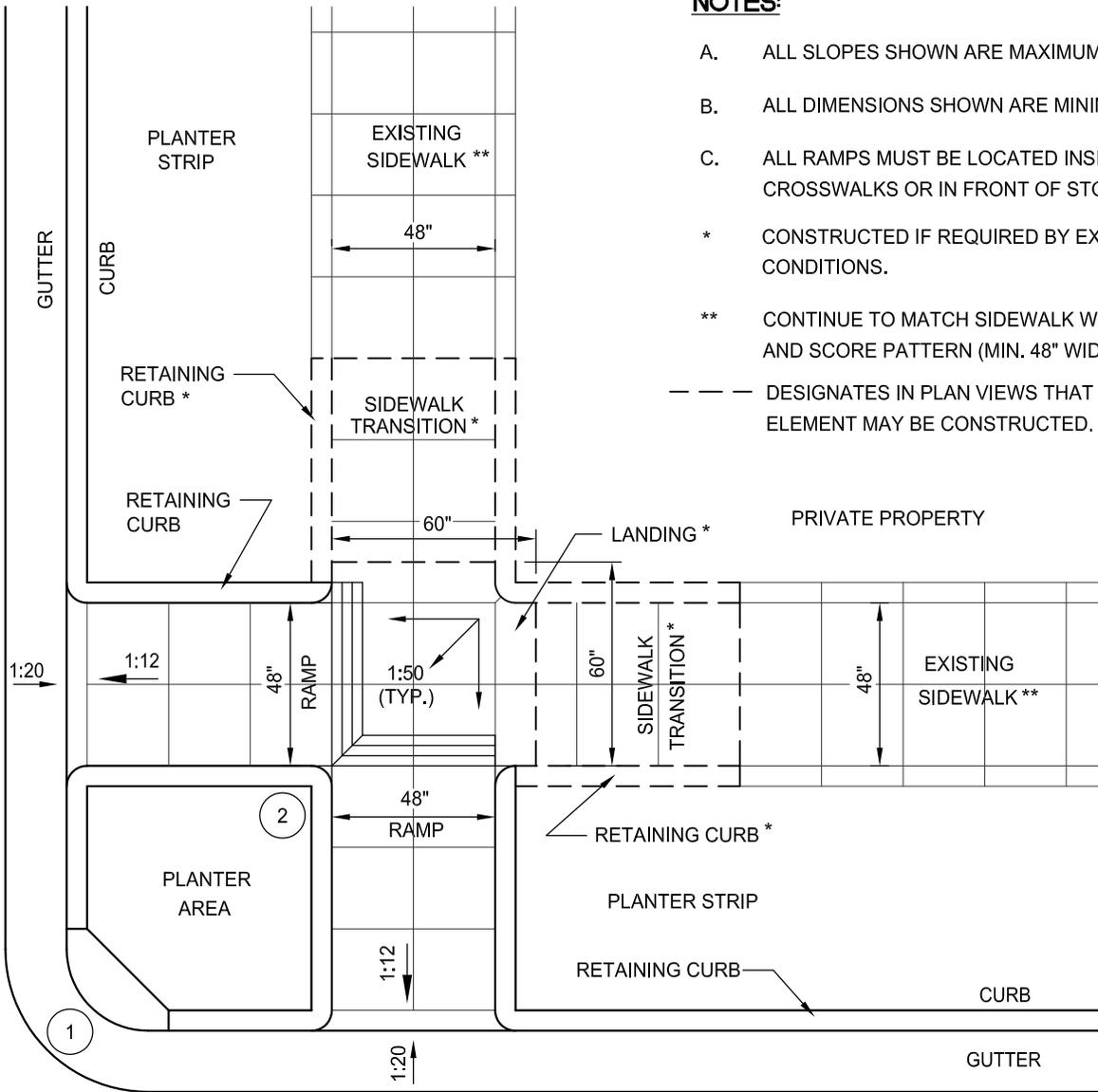
- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION, GROOVE PATTERNS OR FLARES CAN INTERSECT.

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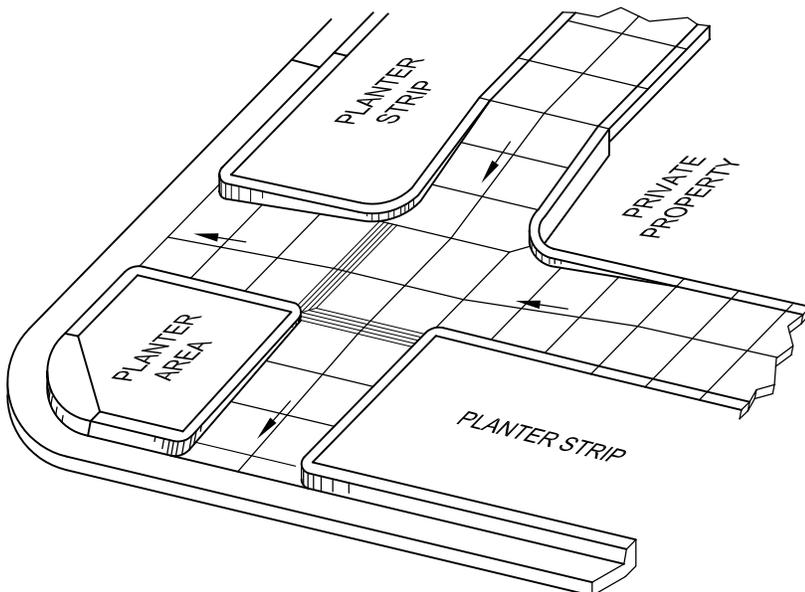
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.
- ** CONTINUE TO MATCH SIDEWALK WIDTH AND SCORE PATTERN (MIN. 48" WIDE).
- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



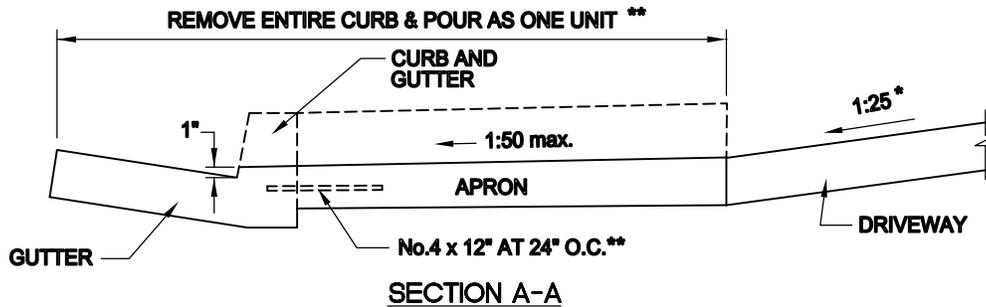
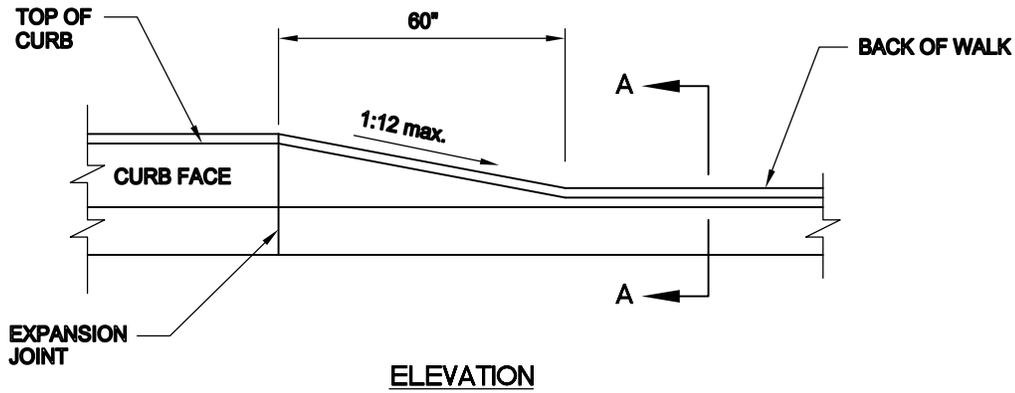
NOTES:

- ① STANDARD CURB HEIGHT TO MATCH EXISTING.
- ② TOP OF RETAINING CURB TO MATCH ADJACENT RETAINING CURB ELEVATIONS. CAN BE FLUSH WITH LANDING.



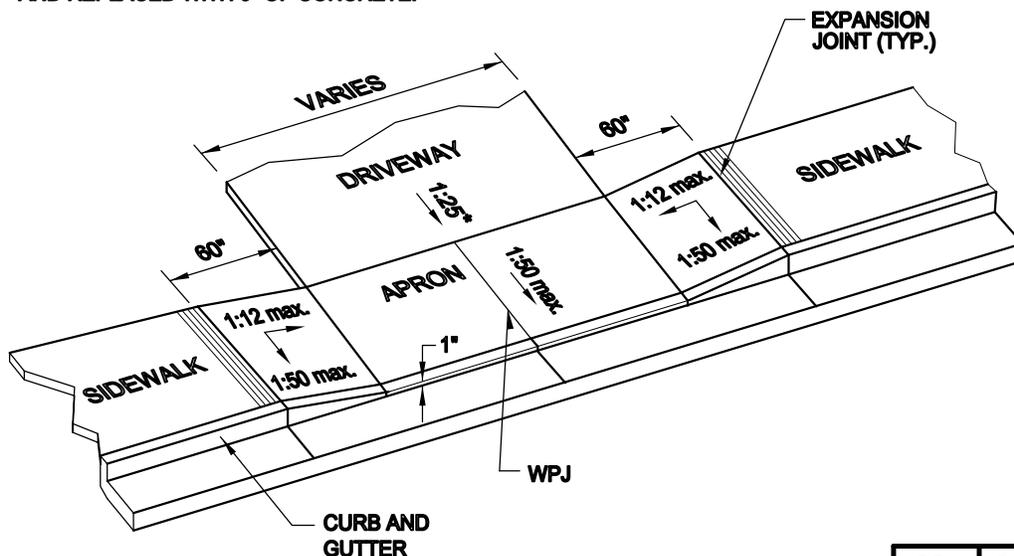
REV.	DATE	DESCRIPTION

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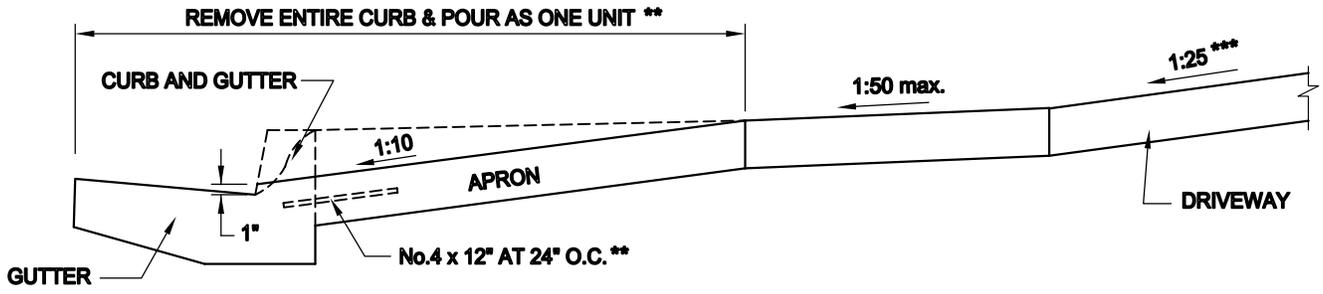
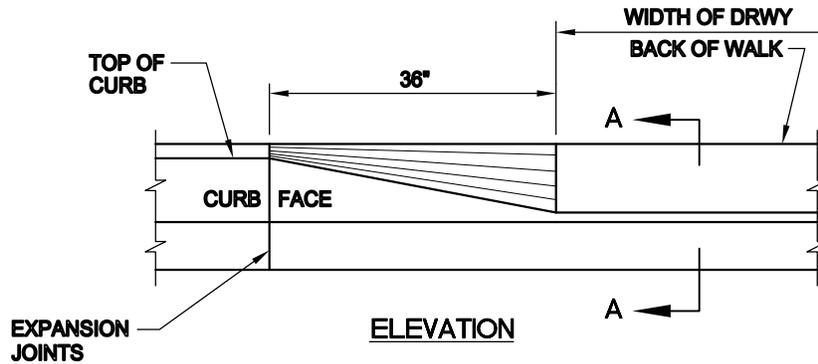
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
 - B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
 - C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
 - D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
 - E. APRON WILL BE DEPRESSED ON CURB AND GUTTER No.13 WHEN RECONSTRUCTING EXISTING COMMERCIAL DRIVEWAYS.
- * ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.
- ** IF CURB & GUTTER ARE POURED SEPERETE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

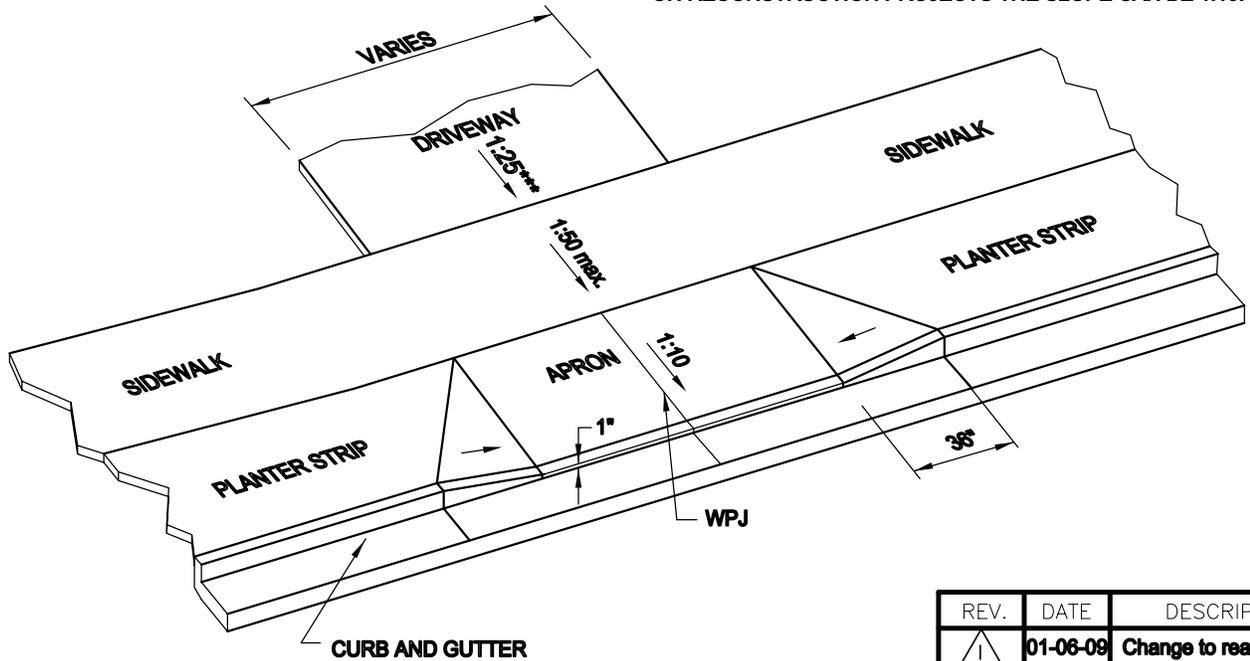
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SECTION A-A WITH VERTICAL CURB

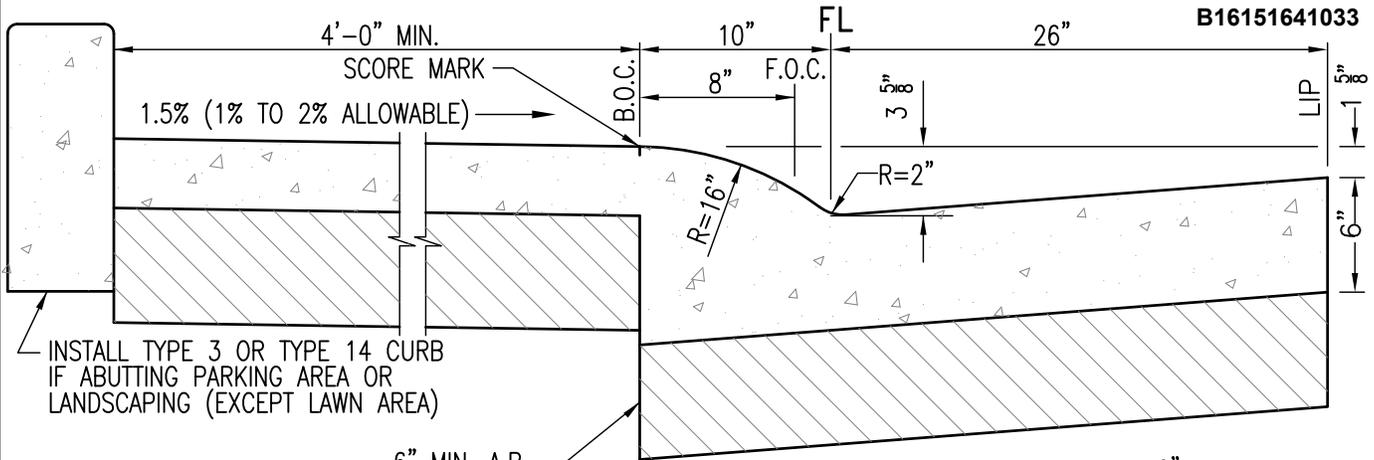
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
 - B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
 - C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
 - D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.
 ** IF CURB AND GUTTER ARE POURED SEPARATE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.
 *** ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

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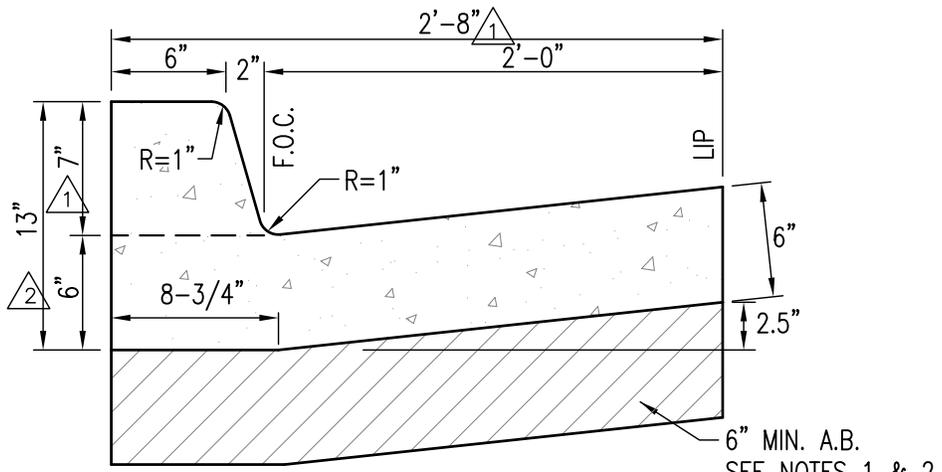


INSTALL TYPE 3 OR TYPE 14 CURB IF ABUTTING PARKING AREA OR LANDSCAPING (EXCEPT LAWN AREA)

F.O.C. = FACE OF CURB
B.O.C. = BACK OF CURB

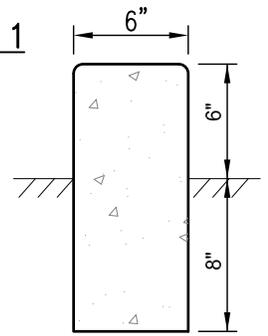
6" MIN. A.B. SEE NOTES 1 & 2

CURB & GUTTER TYPE 1

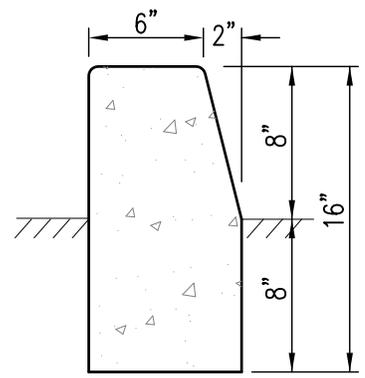


CURB & GUTTER TYPE 2

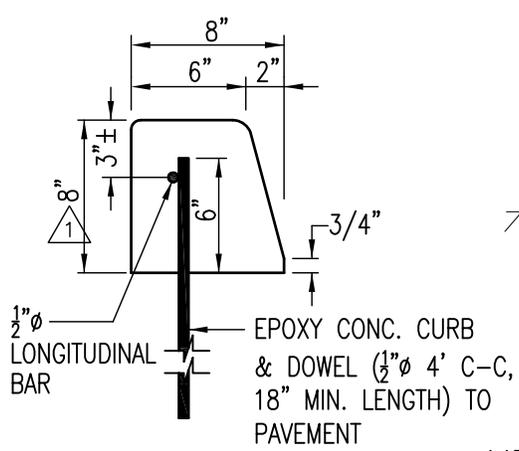
6" MIN. A.B. SEE NOTES 1 & 2



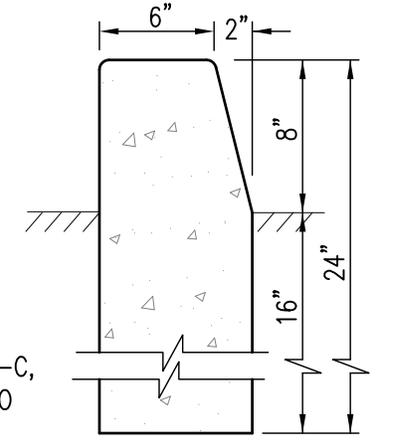
**CURB TYPE 3
BARRIER CURB
PLANTER AREA**



**MEDIAN CURB TYPE 14
NONLANDSCAPED OR
HARDCAPED AREA**



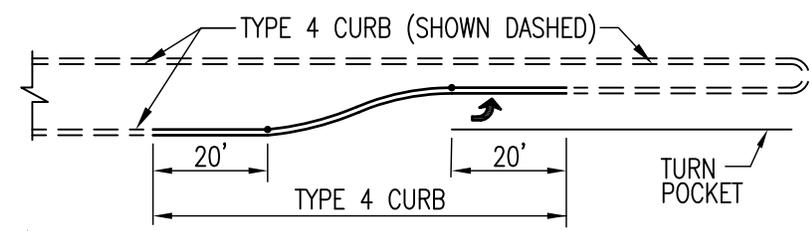
CURB TYPE 4



**MEDIAN CURB TYPE 14A
LANDSCAPED AREA**

NOTES:

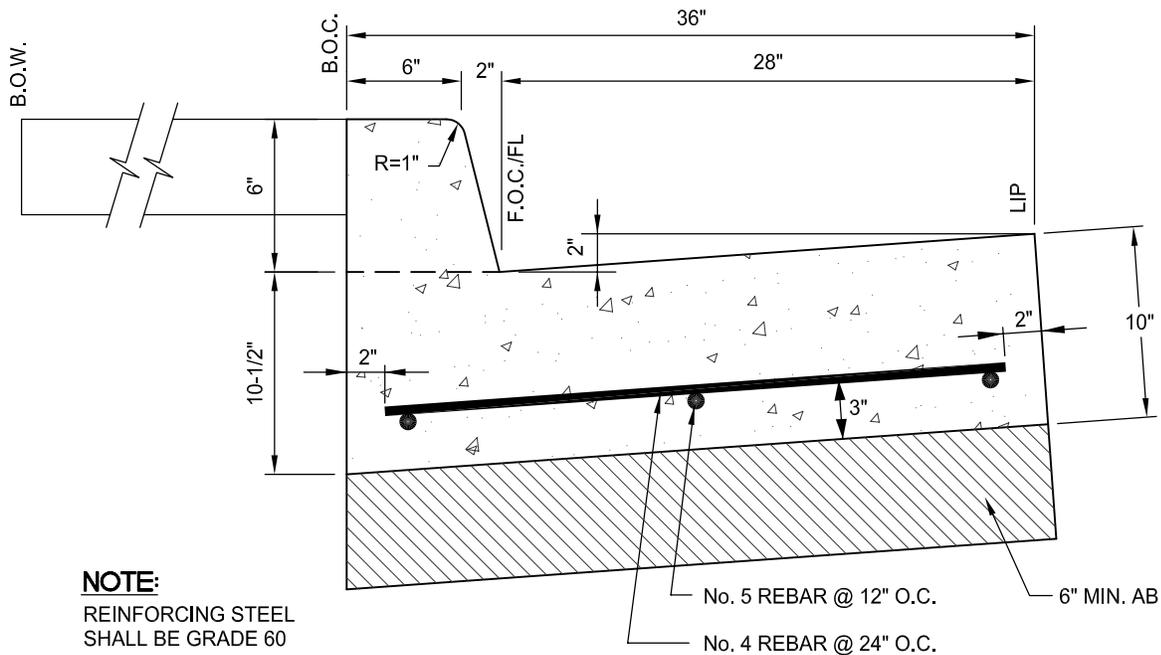
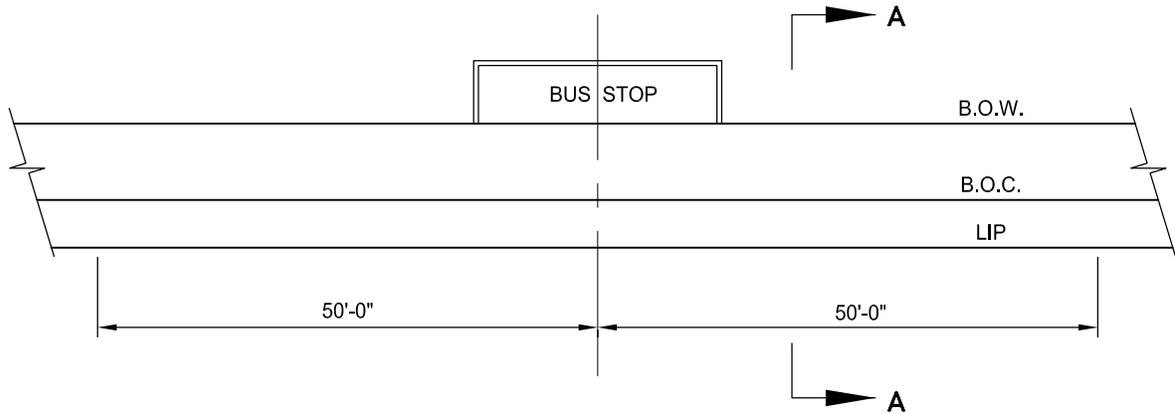
1. 12" MIN. A.B. SHALL BE PLACED IF SUBGRADE IS EXPANSIVE CLAY (R-VALUE LESS THAN 10).
2. TOP 6" OF SUBGRADE SHALL BE COMPACTED TO 95% MIN., UNLESS OTHERWISE APPROVED
3. 1/2" RADIUS ON EXPOSED EDGES.
4. ALL CONCRETE SHALL BE CLASS B.
5. ALL CONSTRUCTION & MATERIALS IN CONFORMANCE WITH SECTION 24 OF STD. SPECIFICATIONS.



PLAN FOR TYP. PLACEMENT OF TYPE 4 CURB

REV.	DATE	DESCRIPTION
1	08/06/10	Dimensions Changes
2	10/13/11	Dims & Curb Type4 Changes

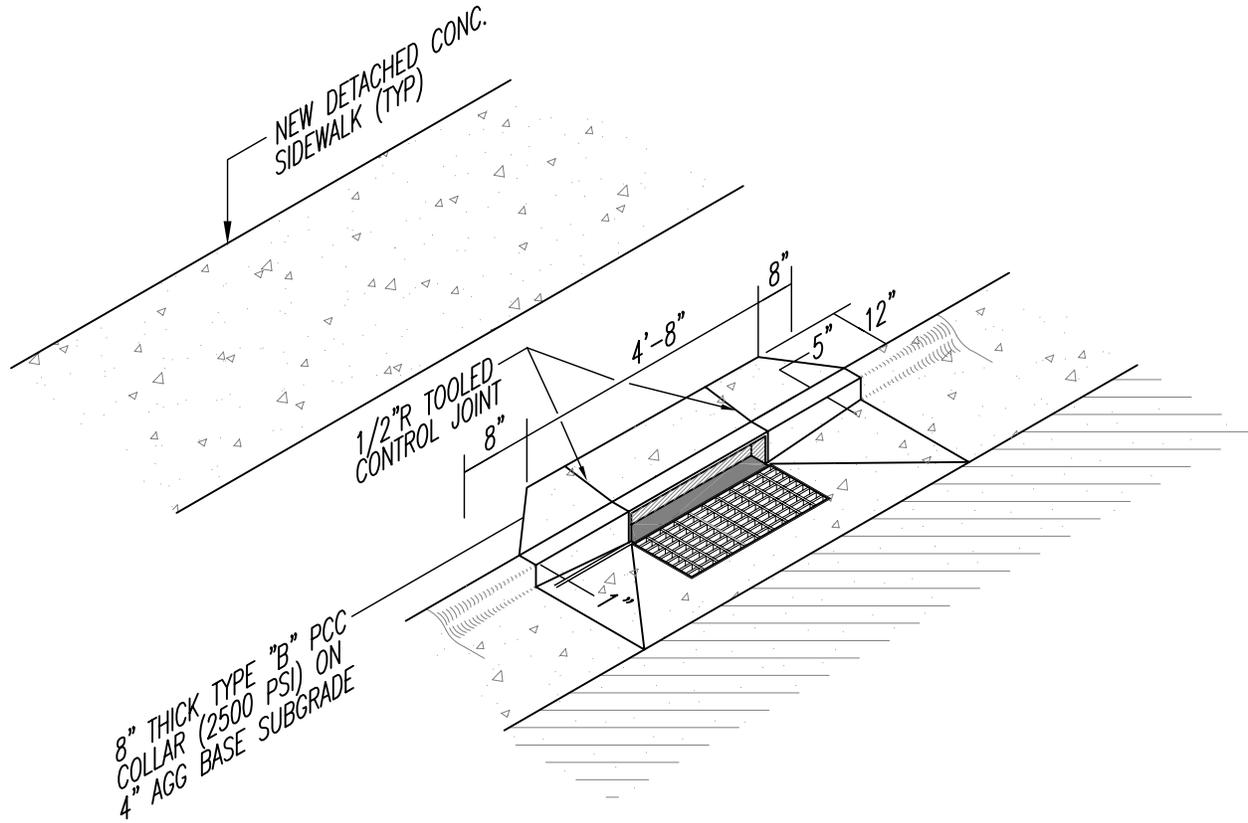
MODIFIED REINFORCED CURB AND GUTTER TYPE 2 AT BUS STOP LOCATION FOR 50 FEET ON EITHER SIDE OF THE CENTER OF THE BUS STOP OR AS DIRECTED BY THE ENGINEER.



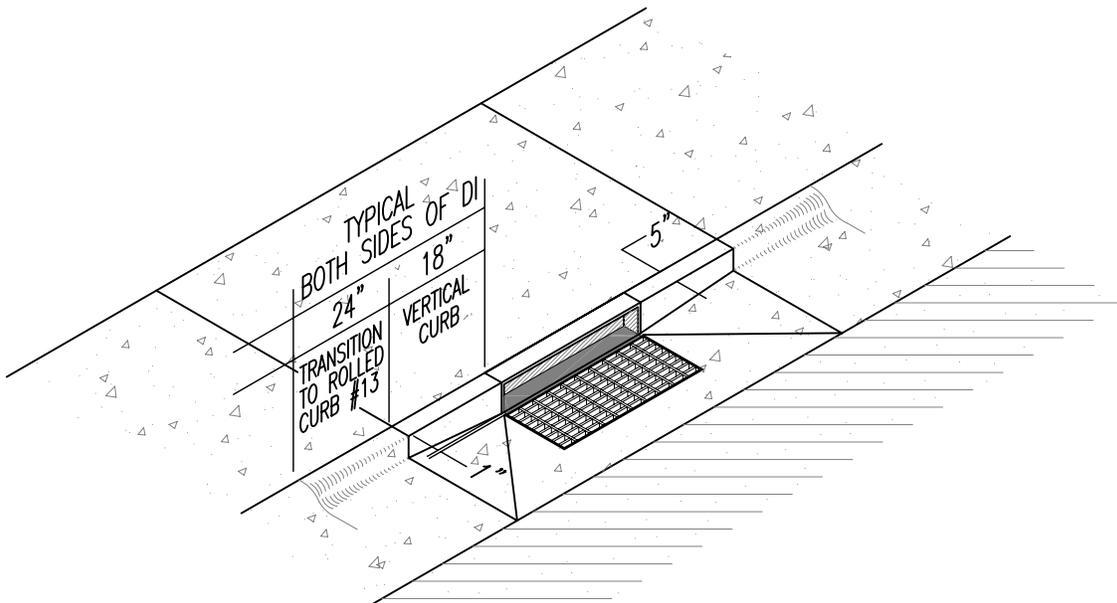
NOTE:
REINFORCING STEEL
SHALL BE GRADE 60

SECTION A-A

REV.	DATE	DESCRIPTION



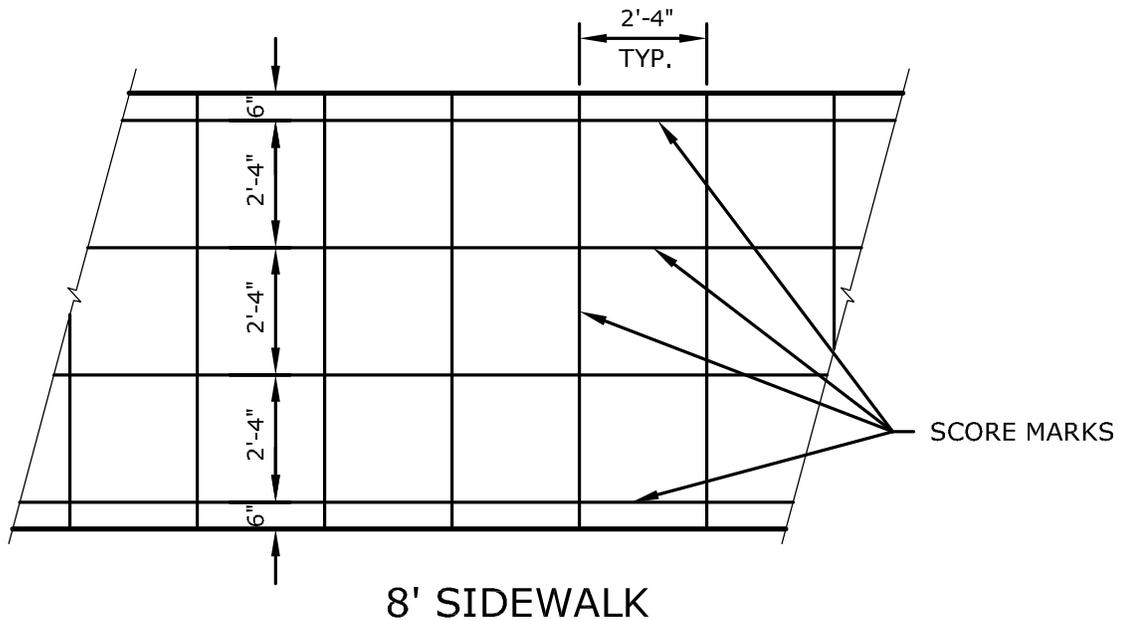
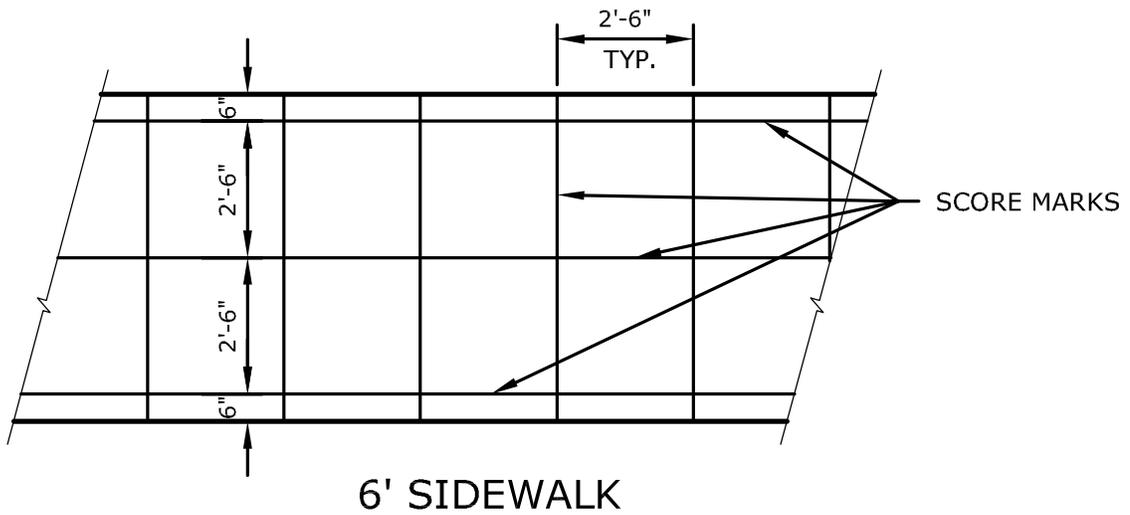
8" THICK TYPE "B" PCC COLLAR (2500 PSI) ON 4" AGG BASE SUBGRADE



NOTE:
1" GAP BETWEEN GRATE FRAME AND HOOD

REV.	DATE	DESCRIPTION
△		
△		
△		

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NOTES

1. Contractor is to request approval of the scoring pattern prior to placement of concrete.
2. Score marks are $\frac{1}{8}$ " - $\frac{1}{4}$ " wide and $\frac{1}{4}$ " deep.
3. Expansion joints required per Standard Specifications.
4. Use color additive as directed by the engineer (approx. 1 lb/cy of lamp black color).

REV.	DATE	DESCRIPTION
△		
△		
△		

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related items

A. SCOPE OF WORK, SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT B: HOLIDAY MORATORIUM STREETS

“Holiday Season Moratorium Streets” are defined as follows:

12th Ave., between Martin Luther King, Jr. Blvd and Sutterville Rd.
 21st St., between 4th Ave. and G St.
 24th St., between Knight Wy. and Meadowview Rd. and W St. and 2nd Ave.
 55th St., south of Fruitridge Rd.
 Alta Arden Expressway
 Arden Wy.
 Broadway
 Challenge Wy.
 Del Paso Blvd., south of Marysville Blvd.
 El Camino Ave.
 Ethan Wy.
 Evergreen St.
 Exposition Blvd.
 Fair Oaks Blvd.
 Florin Blvd.
 Folsom Blvd.
 Franklin Blvd.
 Freeport Blvd., within one block of all its side streets, between Broadway and Blair Ave.
 Fruitridge Rd., between Rickey Dr. and 59th St.
 Greenhaven Dr., between Havenhurst Dr. and Windbridge Dr.
 H St.
 Heritage Ln.
 Howe Ave.
 J St.
 La Mancha Wy.
 Mack Rd.
 Marconi Ave.
 Marysville Blvd., between Del Paso Boulevard and Bell Avenue
 Meadowgate Wy., between Munson Wy. and Franklin Blvd.
 Meadowview Rd.
 Munson Wy.
 Natomas Blvd.
 Northgate Blvd.
 Point West Wy.
 Power Inn Rd.
 Response Rd.
 Royal Oaks Dr.
 San Juan Rd.
 Stockton Blvd., and within one block of all its side streets, from Perry Ave. to the south limits of the City

Truxel Rd.
Valley Hi Dr. north of Wyndham
Wy. West El Camino Ave.

The above definition of "Holiday Season Moratorium Streets" may be modified at any time upon written notice to Contractor, as the City Traffic Engineer deems necessary.

In addition to the above-listed streets, no work shall be performed during the holiday season on any street in the area bound by the American River on the north, the Sacramento River on the west, one block south of Broadway on the south, and 34th Street on the east, without obtaining permission in writing from the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted thru the Inspector.

SECTION II – CONTRACT DOCUMENTS**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items****B. LOCAL BUSINESS ENTERPRISE REQUIREMENT**

The City of Sacramento's Local Business Development (LBE) program establishes an annual 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 participation goals established for this project in order to qualify as a responsible bidder.

The minimum LBE participation requirement for this project has been waived by the Director of Public Works.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

C. PUBLIC WORKS CONTRACTOR REGISTRATION AND REPORTING REQUIREMENTS

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 the City).

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 at (916) 808-5567.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

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

Essentials of public works contractor registration program:

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

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

Essentials of Public Works Enforcement Fund:

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

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

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

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

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

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

D. PREVAILING WAGE AND CERTIFIED PAYROLL REPORTING

All bidders shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code will be considered part of the contract agreement.

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>

1. Prevailing Wage Rates

Each Contractor to whom the contract is awarded and any subcontractor must pay the general prevailing wage rates as ascertained from time to time which shall be applicable to this project. Prevailing wages are required for locally funded projects over \$15,000 (for repair, maintenance) and over \$25,000 (for new construction). This is in compliance with SB7, as the City of Sacramento is a Charter City. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Each Contractor and any subcontractor performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at:

<http://www.dir.ca.gov/DLSR/PWD/Determinations/Northern/Northern.pdf>

Each Contractor and any subcontractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work. In those projects where federal funds are involved, as indicated by reference to or the inclusion of the federal Wage Determination in these "Instructions to Bidders," the minimum wages to be paid shall be the highest of either the State or federal prevailing wage rates.

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday recognized by the Labor Unions, the contractor shall reimburse the City of Sacramento the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

2. Payroll Records

In accordance with Section 1776 of the Labor Code, each Contractor to whom the contract is awarded and any subcontractor shall maintain accurate payroll records. Electronic certified payroll records must be submitted to the City on a weekly basis, within ten days after the end of a pay period, through an online system designated by the City. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

E. ASSEMBLY BILL No. 219 PUBLIC WORKS: CONCRETE DELIVERY

In October 2015, California Assembly Bill No. 219 expanded the definition of “public works” to include the hauling and delivery of ready-mix concrete to a public works site, with respect to contracts involving any state agency or any political subdivision of the state.

Please see the attached legislative summary and text of AB 219.



AB-219 Public works: concrete delivery. (2015-2016)

Assembly Bill No. 219

CHAPTER 739

An act to add Section 1720.9 to the Labor Code, relating to public works.

[Approved by Governor October 10, 2015. Filed with Secretary of State October 10, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 219, Daly. Public works: concrete delivery.

Existing law defines "public works," for purposes of requirements regarding the payment of prevailing wages for public works projects, to include, among other things, the hauling of refuse from a public works site to an outside disposal location with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state. Existing law makes a willful violation of law relating to payment of prevailing wages on public works a misdemeanor.

This bill would expand the definition of "public works" for these purposes to include the hauling and delivery of ready-mixed concrete, as defined, to carry out a public works contract, with respect to contracts involving any state agency or any political subdivision of the state. The bill would require the applicable prevailing wage rate to be the rate for the geographic area in which the concrete factory or batching plant is located. The bill would require the entity hauling or delivering ready-mixed concrete to enter into a written subcontract agreement with, and to provide employee payroll and time records to, the party that engaged that entity, as specified. The bill would provide that these provisions apply to public works contracts awarded on or after July 1, 2016. By expanding the definition of a crime, this bill would impose a state-

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1720.9 is added to the Labor Code, to read:

1720.9. (a) For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

(b) For purposes of this section, "ready-mixed concrete" means concrete that is manufactured in a factory or a batching plant, according to a set recipe, and then delivered in a liquefied state by mixer truck for immediate incorporation into a project.

(c) For purposes of this section, the "hauling and delivery of ready-mixed concrete to carry out a public works contract" means the job duties for a ready mixer driver that are used by the director in determining wage rates pursuant to Section 1773, and includes receiving the concrete at the factory or batching plant and the return trip to the factory or batching plant.

(d) For purposes of this section, the applicable prevailing wage rate shall be the current prevailing wage, as determined by the director, for the geographic area in which the factory or batching plant is located.

(e) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall enter into a written subcontract agreement with the party that engaged the entity to supply the ready-mixed concrete. The written agreement shall require compliance with the requirements of this chapter. The entity hauling or delivering ready-mixed concrete shall be considered a subcontractor solely for the purposes of this chapter.

(f) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the entity and to the general contractor

within three working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties in subdivision (c).

(g) This section applies to public works contracts that are awarded on or after July 1, 2016.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

F. APPRENTICE REQUIREMENTS

In accordance with Sacramento City code 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. Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices on the ground of age, ancestry, color, disability, genetic information, gender (including gender identity and gender expression), marital status, medical condition, national origin, race, religion, sex, or sexual orientation. The prime contractor shall be responsible for complying with these provisions for all apprenticeable occupations.

“In the event that a contractor or subcontractor who chooses to employ apprentices fails to comply with the provisions of this section, the city may report the contractor or subcontractor to the director of industrial relations and the California Apprenticeship Council for action as necessary under Section 1777.7 of the California Labor Code.”

Please see the California Labor Code relating to Apprentices on Public Works Projects at the following links: <http://www.leginfo.ca.gov> and/or www.leginfo.ca.gov.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

**G. REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE
(EQUAL BENEFITS ORDINANCE)**

City of Sacramento

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, 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, 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 “A.”

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

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (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
Procurement Services Division
915 I Street, Second 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 CODE

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
Procurement Services Division
915 I Street, Second 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.

ADDENDUM 1

III. BID PROPOSAL DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
B16151641033**

B. PRICING SCHEDULE

**TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:**

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for the **Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items** in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
1	<u>CURB AND GUTTER REMOVAL AND REPLACEMENT</u>			
	171A	21" Vertical Curb & Gutter	LF	\$ 54.71
	171B	21" Rolled Curb & Gutter	LF	\$ 45.10
	171C	3' Vertical Curb & Gutter	LF	\$ 52.36
	171D	3' Rolled Curb & Gutter	LF	\$ 45.00
	171E	5' Vertical Curb & Gutter (Match Existing)	LF	\$ 59.48
	171F	5' Rolled Curb Gutter	LF	\$ 59.22
	171G	Gutter Overlay (3" Thick) – no removal	LF	\$ 12.42
	171H	Curb Only (Curb Type 14A, see detail on page 33)	LF	\$ 44.69
	171I	Curb Only (Curb Type 14, see detail on page 33)	LF	\$ 43.43
SUBTOTAL FOR LINE ITEM 1 – CURB AND GUTTER REMOVAL AND REPLACEMENT				\$ 416.41

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ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
2	<u>CURB AND GUTTER REMOVAL</u>			
	172A	AC Pavement Removal	Sq Ft	\$ 6.52
SUBTOTAL FOR LINE ITEM 2 – CURB AND GUTTER REMOVAL				\$ 6.52

Addendum 1
Pricing Schedule
(Page 1 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT	
3	REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS				
	173A4	0 square feet to 100 square feet – 4"	Sq Ft	\$ 12.81	JE
	173A6	0 square feet to 100 square feet – 6"	Sq Ft	\$ 13.51	JE
	173B4	101 square feet to 300 square feet – 4"	Sq Ft	\$ 10.52	JE
	173B6	101 square feet to 300 square feet – 6"	Sq Ft	\$ 11.68	JE
	173C4	301 square feet to 500 square feet – 4"	Sq Ft	\$ 9.99	
	173C6	301 square feet to 500 square feet – 6"	Sq Ft	\$ 10.84	
	173D4	501 square feet and over – 4"	Sq Ft	\$ 9.29	
	173D6	501 square feet and over – 6"	Sq Ft	\$ 10.30	
	173E	Removal of Sidewalk, Plus Fill – (if a portion of the sidewalk or park strip is to be removed and not replaced, this amount will be deducted if the property owner or City performs the work)	Sq Ft (per 4" depth)	\$ 3.86	
	173F	Aggregate Base – (max 4" lifts) (as per Section 10.7, City of Sacramento Standard Spec for class 2 aggregate base)	Sq Ft	\$ 2.49	
	173G	Additional Score Lines to Match Adjacent Sidewalk (including Historical Sidewalk Scoring Pattern, see detail on page 36)	Sq Ft	\$ 1.62	
SUBTOTAL FOR LINE ITEM 3				\$ 96.91	
- REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS					

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT	
4	DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT				
	174A	4" Thick Driveway, Remove and Replace, 100 square feet or less	Sq Ft	\$ 14.35	
	174B	4" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 13.22	
	174C	6" Thick Driveway, Remove and Replace, less than 100 square feet	Sq Ft	\$ 15.63	
	174D	6" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 14.57	
SUBTOTAL FOR LINE ITEM 4				\$ 57.77	
- DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT					

Addendum 1
Pricing Schedule
(Page 2 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
5	<u>TREE ROOT REMOVAL</u>			
	175A	Tree Root Removal	Sq Ft of Surface	\$ 6.95
SUBTOTAL FOR LINE ITEM 5 - TREE ROOT REMOVAL				\$ 6.95

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
6	<u>MISCELLANEOUS SERVICES</u>			
	176A	V-Gutter Removal and Replacement	LF	\$ 28.39
	176B	Gutter Drain, Setting Drain, Type 20's	EA	\$ 52.00
	176C	Set Hood and Grate for A&B Boxes, Including Dig Out and Mortar Finish Inside of the Installed Box	EA	\$ 120.00
	176D	Bus Stops, 3' Rolled, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 59.30
	176E	Bus Stops, 3' Vertical, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 64.57
	176F	Bus Stops, 5' Rolled, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 71.68
	176F1	Bus Stops, 5' Vertical, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 76.00
	176G	Curb Ramps (Remove and replace; City will provide the truncated dome tile)	Sq Ft	\$ 17.32
	176H	Curb Ramps, Historical (Remove and replace)	Sq Ft	\$ 21.44
	176H1	Install Truncated Domes. (Remove and replace cast-in-place truncated domes; City will provide the truncated dome tile)	EA	\$ 130.00
	176I	Concrete Saw Cutting (shall be done with a power driven abrasive type saw, minimum depth 3-1/2")	LF	\$ 7.19
	176J	Replace Backfill Area with Sod - as requested. (total to include cost of sod, labor to install and pick-up of materials)	Sq Ft	\$ 4.90
SUBTOTAL FOR LINE ITEM 6 - MISCELLANEOUS SERVICES				\$ 652.79

BID TOTAL (Sum of Subtotals 1, 2, 3, 4, 5, and 6, above)	\$ 1237.35
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Company Name: Escobedo Concrete + Demolition

Addendum 1
Pricing Schedule
(Page 3 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

Pricing Schedule Notes:

1. In determining the amount bid by each bidder, the 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 face of 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.
2. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity of work to be performed for said item, the item 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 bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the City's estimate of the estimated quantities of work to be performed as items of work.
3. 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 deemed *Non-Responsive* and disregarded.
4. The Contractor submitting this Bid Proposal has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the Contractors in making up this Bid Proposal.

Addendum No. 1 3/18/16
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____

CONTRACTOR:

Escobedo Concrete + Demolition

By: Jose Escobedo
(Signature)

Title: Jose Escobedo, Owner

Address: 112 Elm Street
(No P.O. Box - Physical Address ONLY)

Woodland Ca 95695
(City) (State) (ZIP Code)

Telephone No.: 530-406-0337

Fax No.: N/A

Federal Tax ID # or Social Security #:

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

27-2758656

eMail: Jescob: Jescob72@sbcglobal.net

Contractor's License No.: 953895, Classification: C-8 + C-21, expiring on (date) 10/31/16

Contractor's DIR Public Works Contractor Registration Number 1000036223

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

III. BID PROPOSAL DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

F. DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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:

N/A

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: Escobedo Concrete + Demolition

BY: Jose Escobedo Signature Jose Escobedo, Owner Title Date: 3/30/16

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

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

G. 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:**
C-8 + C-21 - 953895 10/31/16

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
 Yes No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No

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

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

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

Yes No Not applicable

OR

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

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

Yes No Not applicable

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

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

Yes No

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

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

Yes No

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

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

Yes

No

OR

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

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

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

Yes

No

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

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

Yes

No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

VERIFICATION AND SIGNATURE

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

Signed at Woodland, Ca, on 3/30/16.
(Location) (Date)

Signature: Jose Escobedo

Print name: Jose Escobedo

Title: Owner

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.

**EQUAL BENEFITS ORDINANCE
DECLARATION OF COMPLIANCE**

Escobedo Concrete + Demolition

Name of Contractor

112 Elm Street - Woodland, Ca 95695

Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") 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 of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000 in total value.
4. 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.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)

5. 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.

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)**

- 6. I understand that failure to comply with the provisions of Section 5. (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.
- 7. 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.
- 8. 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 EBO 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.
- 9. 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 City's Equal Benefits 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.

Jose Escobedo
Signature of Authorized Representative

3/30/16
Date

Jose Escobedo
Print Name

Owner
Title

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items

H. 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.

Escobedo Concrete + Demolition
Bidder
BY: Jose Escobedo
Jose Escobedo, an individual doing
Title: business as Escobedo Concrete + Demolition
Address: 112 Elm ^{ave} Street
Woodland, Ca 95695
Date: 3/30/16

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)

Fiscal Year 2017 - Price Sheet
Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

CODE	DESCRIPTION OF WORK	UNIT	PRICE	DIMENSIONS	QTY	CODE
1. CURB AND GUTTER REMOVAL AND REPLACEMENT						
1A	21" Vertical Curb & Gutter	LF	\$63.42		=	171A
1B	21" Rolled Curb & Gutter	LF	\$56.02		=	171B
1C	3' Vertical Curb & Gutter	LF	\$62.96		=	171C
1D	3' Rolled Curb & Gutter	LF	\$58.84		=	171D
1E	5' Vertical Curb & Gutter (Match Existing)	LF	\$76.59		=	171E
1F	5' Rolled Curb Gutter	LF	\$78.08		=	171F
1G	Gutter Overlay (3" Thick) -- no removal	LF	\$14.78		=	171G
1H	Curb Only (Curb Type 14A)	LF	\$34.38		=	171H
1I	Curb Only (Curb Type 14)	LF	\$32.89		=	171I
2. CURB & GUTTER REMOVAL						
2A	AC Pavement Removal	LF	\$10.80		=	172A
3. REMOVE AND REPLACE SIDEWALK, ALLEY AND DRIVEWAY CUTS						
3A4	0 square feet to 100 square feet -- 4"	SQFT	\$19.38	X	=	173A4
3A6	0 square feet to 100 square feet -- 6"	SQFT	\$20.20	X	=	173A6
3B4	101 square feet to 300 square feet -- 4"	SQFT	\$16.92	X	=	173B4
3B6	101 square feet to 300 square feet -- 6"	SQFT	\$16.35	X	=	173B6
3C4	301 square feet to 500 square feet -- 4"	SQFT	\$14.60	X	=	173C4
3C6	301 square feet to 500 square feet -- 6"	SQFT	\$15.39	X	=	173C6
3D4	501 square feet and over -- 4"	SQFT	\$12.95	X	=	173D4
3D6	501 square feet and over -- 6"	SQFT	\$14.50	X	=	173D6
3E	Removal of Sidewalk, Plus Fill	SQFT	\$7.20	X	=	173E
3F	Aggregate Base (max 4" lifts)	SQFT	\$4.52	X	=	173F
3G	Additional Score Lines to Match Adj. SW	SQFT	\$1.74	X	=	173G
4. DRIVEWAY APPROACHES REMOVE AND REPLACE						
4A	4" Thick remove & replace <100sqft	SQFT	\$19.27	X	=	174A
4B	4" Thick remove & replace >100sqft	SQFT	\$17.17	X	=	174B
4C	6" Thick remove & replace <100sqft	SQFT	\$20.62	X	=	174C
4D	6" Thick remove & replace >100sqft	SQFT	\$18.00	X	=	174D
5. TREE ROOT REMOVAL						
5A	Tree Root Removal	SQFT	\$8.85	X	=	175A
6. MISCELLANEOUS SERVICES						
6A	V-Gutter Removal and Replacement	SQFT	\$45.94	X	=	176A
6B	Gutter Drain, Setting Drain, Type 20's	SQFT	\$159.03	X	=	1 6B
6C	Set Hood and Grate for A&B Boxes	EA	\$304.53		=	176C
6D	Bus Stops, 3' Rolled, 10" thick	EA	\$73.43		=	176D
6E	Bus Stops, 3' Vertical, 10" thick	LF	\$79.04		=	176E
6F	Bus Stops, 5' Rolled, 10" thick	LF	\$94.87		=	176F
6F1	Bus Stops, 5' Vertical, 10" thick	LF	\$97.84		=	176F1
6G	Curb Ramps	SQFT	\$26.64	X	=	176G
6H	Curb Ramps, Historical (R&R)	SQFT	\$31.31	X	=	176H
6H1	Install Truncated Domes	EA	\$154.77		=	176H1
6I	Concrete Saw Cutting	LF	\$7.60		=	176I
6J	Replace Backfill Area with Sod	SQFT	\$6.31	X	=	176J
7. OTHER CUSTOM WORK						
7A	Custom Work	EA			=	177A

CPI: (N/A)

A* Arborist fee is \$110.00 for two hours.

AGREEMENT

(Maintenance Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Franklin T. Gassaway and Sons, Inc., 132 Laysan Teal Court, Roseville CA 95747 ("Contractor").

The City and Contractor 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 AND TERM OF CONTRACT

- A. 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:

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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

- B. A general scope of work is contained in the Technical Specifications and may be further defined in a job/task order. Work shall be assigned to Contractor by City on an individual job or task basis, by City's issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Contract, and the Contractor shall perform, comply with and be subject to all provisions of this Contract with regard to any work performed pursuant to any such job/task orders. The job/task orders may involve varying levels of effort during the term of the Contract. The need for services may not be continuous during the term. It is understood and agreed by Contractor that no services at all may be required by City under this Contract. The City will contact Contractor regarding a specific job/task. Contractor shall not commence work prior to receiving a notice to proceed from the City.
- C. The initial term of this Contract is one (1) year from the date of City award. The City may extend the Contract term in writing for additional successive one (1) year periods, provided that the total Contract term including any such extensions shall not exceed five (5) years.

5. CONTRACT AMOUNT AND PAYMENTS

- A. Pursuant to Sacramento City Code Section 3.60.180, the Contractor is required and agrees to pay the State of California, Department of Industrial Relations prevailing wage rates for covered trades employed. The prevailing wage rates may be found at <http://www.dir.ca.gov/dlsr/pwd/>. For job/task orders of \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code. Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Contractor is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. Payment for each job or task shall be authorized by job/task order as provided in Section 4, above, and City shall have no responsibility or liability for any payment not authorized by a City-issued job/task order. All payments shall be made 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.
- C. Unit prices and hourly rates shall not exceed the amount(s) set forth in Contractor's Proposal Form, provided that for each year the Contract term is extended, to account for inflation, the unit prices and hourly rates set forth in Contractor's Proposal Form shall be increased by an amount equal to three (3) percent or the percentage increase for the previous 12 month period in the Consumer Price Index (CPI), San Francisco area, whichever is less.
- D. Subject to deductions, withholdings and additions as specified in the Contract Documents, Contractor shall be paid the sum computed at such unit prices or hourly rates, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual hours worked or actual amount of each such unit price item performed and/ or furnished and incorporated in the Work.
- E. **Maximum Annual Payment:** The total amount paid for all Work authorized by job/task orders during any one year term of the Contract shall not exceed \$ N/A .

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 (in the format required by City) 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 by City of the Work specified in the job/task order. Acceptance by Contractor of the final payment for a job/task order 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 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. Statements may be personally delivered or mailed to:

**City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Bldg. 9
Sacramento CA 95822**

ATTN: Erick Talavera

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 for a job or task as directed in the City-issued job/task order and shall diligently prosecute the Work to final completion. The continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

If so specified in a City-issued job/task order, the Work required by the job/task order shall be brought to completion in the manner provided for in the Contract Documents on or before the date specified in the job/task order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete such 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 any 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, 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 acceptance of the Work, 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 City acceptance of the Work performed for the applicable job/task order. 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 City acceptance of the Work performed for the applicable job/task order.

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 Work specified in a job/task order were not completed by the Completion Date specified therein 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 specified in a job/task order by the Completion Date specified therein, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete such Work within such time.

- B. If a job/task order specifies a Completion Date for the Work required by the job/task order, Contractor shall pay liquidated damages to City for failure to complete such Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of N/A for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such 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.

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

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.
- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of 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 therefore 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; sit-downs; 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 specified in a job/task order (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, if the applicable job/task order specifies a Completion Date, 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 issuance by City of a revised job/task order granting such extension of the Completion Date. 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 as provided herein.

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 by a job/task order are not completed as of the Completion Date specified in the job/task order, if any (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. 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

- A. 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):
- (1) For Work executed pursuant to approved job/task order(s) 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;
 - (2) For reasonable expenses directly attributable to termination.
- B. 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 Surety(ies) 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, either 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. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

**Invitation for Sealed Bids
and Contract Specifications**

for

**MAINTENANCE AND REPAIR OF CURBS,
GUTTERS, SIDEWALKS, AND RELATED ITEMS
BID # B16151641033**

Project Description:

Work-order/task-based maintenance and repair of curbs, gutters, and sidewalks and installation of curb ramps, citywide. There will be multiple contract awards.

Pre-Bid Conference:

1:30 p.m.
Wednesday, March 16, 2016

at:
South Area Corporation Yard
5730 24th Street, Building 9
Sacramento CA 95822

Bids to be received before:

2:00 p.m.
Wednesday, March 30, 2016

at:
Office of the City Clerk
New City Hall, 5th Floor
915 I Street
Sacramento CA 95814

Project Manager:

Erick Talavera
Operations General Supervisor
(916) 808-2272
etalavera@cityofsacramento.org

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: May 16th 2016

BY T. Brian Murray
T. BRIAN GASSAWAY
Print Name
Officer
Title

BY Barbara Gassaway
Barbara Gassaway
Print Name

Title
68-0196472
Federal ID#
~~68-0196472~~ 37106804
State ID#
93039

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 (Two Signatures Required)
 - Limited Liability Company
 - Other (*please specify:* _____)

CITY OF SACRAMENTO
A municipal corporation

DATE: _____

BY _____

Jerry Way

Print Name
Director of Public Works

Title

For John F. Shirey, City Manager

Original Approved As To Form:



City Attorney

Attest:

City Clerk

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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NOTICE TO CONTRACTORS

Sealed Bid Proposals will be received by the City of Sacramento Office of the City Clerk at the New City Hall, 915 I Street, 5th Floor, up to the hour of 2:00 p.m. on **March 30, 2016** and will be opened as soon thereafter as business allows, on **March 30, 2016**, in the Hearing Room, 2nd Floor, Historic City Hall for:

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed Proposals shall be submitted on the printed forms contained in the Invitation for Bid and enclosed in an envelope marked:

Sealed Bid Proposal for: Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items (Bid No. B16151641033)

Official electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page:

PLANET BIDS

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

Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

Bid information obtained from third party sources will not be considered official and not fulfill a bidder's responsibility for obtaining all official bid information as posted on our official site at the link above.

All bidders are invited to attend an optional Pre-Bid Conference at the South Area Corporation Yard, 5730 24th Street, Bldg. 9, Sacramento CA 95822, on Wednesday March 16, 2016, at 1:30 p.m.

Questions regarding this bid should be referred to the Project Manager. All inquiries should be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding..

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

Contractors and subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less.

The City of Sacramento has an approved Labor Compliance Program. The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007. Each contractor and every lower-tier subcontractor must submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Bid protests must be filed 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 to be considered valid in accordance with City of Sacramento Resolution No. 2003-231, dated April 29, 2003. As used herein, 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, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of 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, New City Hall; Sacramento, CA 95814.

City of Sacramento
FORMAL BID / PROPOSAL DELIVERY OPTIONS

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS): - Regular First Class - Certified or Return Receipt - Priority - Express	Office of the City Clerk P.O. Box 122391 Sacramento, CA 95812-2391
2.	Expedited Services: - FedEx - UPS - DHL	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814
3.	Personal Delivery: - Hand Delivery - Courier	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

1. Terms and Definitions

Wherever in the Scope of Work, Technical Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

ADA –	Americans with Disabilities Act of 1990
City –	City of Sacramento
MUTCD –	2014 California Manual on Uniform Traffic Control Devices, and any amendments and revision thereto
Director –	Director of Public Works, City of Sacramento
Standard Specifications –	City of Sacramento Standard Specifications for Public Construction, August 14, 2007, and Addendums (or any updated City Standard Specifications when adopted). http://www.cityofsacramento.org/Utilities/Resources/Specs-and-Drawings
Department –	Department of Public Works, City of Sacramento
Inspector –	The Maintenance Services Division has designated Construction Inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Projects Construction Inspector.
Project Manager –	The Operations General Supervisor assigned to oversee Concrete Maintenance for the City of Sacramento
Working Day –	Defined as any eight (8) hour day, except as follows: Saturdays, Sundays, City-observed holidays, and other days the City is closed, as shown on the City of Sacramento Working Calendar, days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Inspector from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

2. Scope

This Contract is for concrete work primarily limited to curbs, gutters, sidewalks, and related items located throughout the City of Sacramento. The individual jobs typically range in size from 6 square feet to 600 square feet. The City will make repayment for this work.

The Contractor must provide all labor, material, tools, and equipment necessary to complete all work in a workmanlike manner. All work must be performed in accordance with contractual documents, including the specified Work Order(s) and the Project Manager's or designated Inspector's instructions, and shall comply with the City of Sacramento Standard Specifications for Public Works Construction, including but not limited to Section 10 – Construction Materials, Section 17 – Laying Base, Section 18 – Side Forms and Headers, and Section 24 – Curb, Gutter, Sidewalks, and Gutter Drains. Additionally, all work shall comply with the attached drawings that incorporate the latest ADA requirements, as well as the City of Sacramento's Sidewalk Closure Policy and Standards, dated August 14, 2007. In the event these standards and specifications should be changed, revised or updated, Contractor will be provided with the new documents. At the time new standards and specifications are distributed, Contractor will be required to follow updated requirements.

Additional requirements:

- a. Lamp Black is required and shall be added to the concrete mix at the rate of one (1) pound of per cubic yard of concrete, unless otherwise directed by the City Inspector.
- b. Doweling is required on all sidewalk, curb, and gutter projects.
- c. Asphalt and concrete removal cuts shall be neat and straight, and made with a City-approved saw.
- d. Root inspection/root cutting: The Contractor shall contact the City Arborist to schedule a root inspection 48 hours prior to removing the sidewalk. Once the appointment for the root inspection has been set, the Contractor is responsible for removing the concrete and excavating to expose the roots prior to the Arborist's arrival. After completing the inspection, the Arborist will then recommend how the tree roots are to be cut.

Tools required for this work are, but not limited to: pneumatic or hydraulic jackhammer, gas driven abrasive concrete saw (water-cooled blasé), mechanical compaction equipment, miscellaneous hand tools, etc.

3. Period of Performance

Period of Performance will begin on July 1, 2016 (or upon date of award by City Council, if later) and end June 30, 2017 with the option to extend two additional years. Extensions are not guaranteed, will be agreed upon and in writing.

Option Period One will begin July 1, 2017 and end June 30, 2018.

Option Period Two will begin July 1, 2018 and end June 30, 2019.

4. Option Period(s)

The successful bidder/offeror grants the Option Period(s) listed in the Pricing Schedule to the City of Sacramento. The Option Period(s) may be exercised at any time up to within 30-calendar days of the contract completion date. Exercise of the Option Period(s) occurs upon mailing of written notice to the Contractor. The Option Period(s) will be exercised at the sole discretion of the City of Sacramento.

At the time the Option Period(s) are exercised, annual adjustments to account for inflation may be added to the total per item charge as indicated in the Pricing Schedule. This annual adjustment will be based on CPI information as well as current material costs and market conditions specific to this work. Any increase granted shall not exceed four (4) percent above the previous year's pricing.

The City will also look to see if a cost savings is due to the City, based on the CPI, market conditions, and material costs specific to this work. If a cost savings is due to the City, the Pricing Schedule will be adjusted accordingly.

5. Contract Pricing

The Contractor shall furnish fully-burdened pricing, including all labor, materials, tools, arrow boards, message boards, equipment, sediment vacuums, water supply, and incidentals for doing all work involved in the execution of this contract. No additional compensation will be allowed.

A contract for the services described in this Invitation for Bid (IFB) will not be awarded to the single lowest responsible bidder at its bid price – this is a multiple award contract. Instead, the City will review all bids for technical capability, responsibility, and responsiveness.

All of bid submissions that are found to be technically capable, responsible, responsive, and their pricing is found to be within the competitive range will be awarded a contract with the City in the following manner:

1. The City will evaluate the line item unit price(s) submitted by each responsible, responsive, and reasonable bidder. The City will arrive at the contract line item price by deleting the highest and lowest unit bids submitted for each line item(s). Those values that remain will be averaged, and the sum will be the established unit price for that particular line item(s). This is the value that the City of Sacramento will pay for that line item to all of the contractors to whom a contract is awarded.
2. The City will then establish the Primary and Secondary lists of contractors. The primary list will consist of up to seven contractors whose bid submissions were found to be the lowest, responsible, and responsive bidders. The remaining contractors will be added to the secondary list in the order of established above.

At the time the Option Period(s) is due to be exercised, the Contractor will have an opportunity to increase pricing, as provided in Section 4, Option Period(s), above. The Contractor's request must be submitted in writing on company letterhead 30-days prior to the exercise of the option period(s). At this same time, the City will do an analysis to

see if a cost savings is due to the City. The analysis will take into consideration the CPI, market conditions, and material(s) pricing. All bidders to whom a contract is awarded will then be paid this same amount for each of the line item(s).

6. Primary and Secondary List of Contractors

As stated in Section 5, above, the City has a requirement for up to seven contractors throughout most of the year, subject to weather conditions and other constraints. Therefore, the City will establish a primary list of contractors consisting of up to seven contractors.

When the primary list is full, a secondary list will be established and used as needed. The City may award new contract(s) using the established unit price list at any time during the contract period.

The City of Sacramento will prioritize and assign work to the Contractor(s) on the primary list for the specific Neighborhood Service Area that the Contractor(s) is assigned to. During any period when all Contractors on the primary list are working and additional contractors are required, the City will utilize the secondary list.

Both the primary and secondary list(s) are rotational - within their own group. In the event, that a Contractor falls off of the primary list, another contractor may be moved up from the secondary list based on operational need. The City of Sacramento does not guarantee work to any Contractor. Work Order packages will be distributed among contractors who are assigned to a specific Neighborhood service area, unless the City of Sacramento Inspector and/or designated Project Manager has identified a specific need in one of the neighboring service areas, at such time the Contractor may be required to perform work in an area other than the usual assigned area.

7. Assignment of Work

The Maintenance Services Division has designated inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Project Inspector. Contractors will typically be rotated amongst the five Neighborhood Service Area(s) on a bi-annual basis. Upon assignment of the Street Order Repairs, the Inspector will call the Contractor to pick-up the repair order package.

Contractors must contact the Inspector to whom they are assigned by telephone, email, or text message each business day no later than 8:00 a.m. with the following information: (a) Work location; (b) Whether the Contractor would like to meet with the Inspector for questions or clarification. If the Contractor is unable to make contact with their assigned Inspector, they are responsible for contacting the Lead Inspector by phone or email.

For the life of the contract, Contractor shall maintain a telephone and/or answering machine that will enable the Inspector to make contact with the Contractor at all times – cellular phones are acceptable.

8. Demerits

In the event that the contractor does not perform in accordance with the contract's Terms and Conditions, Scope of Work, the City of Sacramento's Standard Specifications for Public Works Construction, Sidewalk Closure Policy and Standards, and the designated inspector, a demerit will be assessed. Specifically, a demerit will be assessed for the following occurrences:

- a. Failure to begin assigned work at the job site at the time(s) indicated by the Project Manager or designated Inspector.
- b. Unavailability for work at the time, date, and/or jobs as directed by the City.
- c. Failure to provide qualified personnel and/or proper equipment as determined by the City's requirements.
- d. Failure to follow the Inspector's work requirements and directions.
- e. Unsatisfactory or unsafe work habits, conditions, and/or employees.
- f. Sub-standard work, as determined by the Inspector and failure to correct all substandard conditions noted within 24-hours.
- g. Failure to contact the City by telephone or in person during the hours specified below.
- h. Violation of any of the work contracted requirements, as stated in the contract's terms and conditions, the City of Sacramento's Standard Specifications for Public Construction, and the City of Sacramento's Sidewalk Closure Policy and Standards.
- i. Failure to follow ADA requirements.
- j. Failure to complete utility cuts within 15 calendar days after receiving the work order.

When a demerit is assessed to a Contractor, a written notification will be provided detailing the violation.

9. Removal and Reassignment from the Primary List to the Secondary List

In the event Contractor(s) assigned to the Primary List receives a total of three (3) demerits in one contract year, Contractor(s) will be removed from the Primary List and will be reassigned to the bottom of the Secondary List. In the event Contractor(s) is/are removed from the Primary List, the top listed vendor from the Secondary List may be moved to the Primary List.

If a Contractor(s) is/are removed from the Primary List after receiving three (3) demerits in one contract year, the Contractor will be advised by telephone of his/their removal. The removal will be confirmed in writing. The Operations General Supervisor will notify all Contractors of their new/revised numerical standing on both the primary and secondary lists.

Assignment from the Secondary List to the Primary List will be at the discretion of the Operations General Supervisor.

10. Invoicing and Payment

Upon completion of a work assignment, the Contractor will submit all invoices to be inspected and approved by the area inspector. The City will pay all invoices on a Net 30 basis.

Invoices for payment shall not be submitted until all work is complete, ready for final inspection, and accepted by the Inspector. All invoices shall be sufficiently detailed to allow for thorough analysis prior to approval. Those invoices that do not provide sufficient information or are not in the approved format shall be returned immediately to the Contractor. Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor. The Net 30-day payment term does not begin until a complete and correct invoice is accepted by the City.

The invoice shall, at a minimum, include the following information:

1. Contractor letterhead, including address
2. Contract Name
3. Description of services billed under this invoice.
4. Date of Invoice Issuance
5. Invoice Number
6. City's Purchase Order Number
7. City's Work Order Number
8. Amount of the Invoice

Invoices shall be mailed or hand delivered to:

City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Building 9
Sacramento, California 95822

11. Commencement and Execution of Work

Contractor shall commence work within two business days from receipt of the Street Work Order from the City Inspector. Commencement of work means to engage in a continuous program onsite including, but not limited to, site posting, site clearance, grading, dredging, landfilling, and the fabrication, erection, or installation of the work and clean-up of site.

Contractor shall notify the resident(s) of the property of any scheduled work to be done 72-hours prior to commencement of any work with a door hanger, provided by the City of Sacramento. Contractor is to provide a temporary traffic control plan and any traffic impact-related public outreach in a timely manner prior to commencing work.

In the event the property is located in an area with parking meters, the Contractor is responsible for notifying their area inspector at least 72-hours prior to the commencement of work. This notification is in addition to the 72-hour notification to the property owner.

No subcontractors shall be allowed to provide work except for specialized services and must be approved, in advance, by the Operations General Supervisor.

12. Survey Monuments

Contractor shall notify the Inspector three (3) business days prior to removing curb, gutter, and sidewalk within the curb return areas in order for the Inspector to check and reset centerline monumentation. An administrative charge of \$1,000, up to \$2,500, will be assessed for each curb return areas removed in violation of these instructions.

13. USA Requirements

Contractor shall comply with California Government Code 4216, CalOSHA Title 8, Section 1541, and USA North regulations. The Contractor is responsible for clearly marking the work area. **All USA markings (painted or other) shall be removed upon completion of the excavation activities prior to the invoice being submitted.** The limits of the removal shall be the length and width of the curb, gutter, and sidewalk repair project. Removal shall be by sand blasting, high-pressure wash or a method approved in advance by the Engineer or Inspector. Removal shall be accomplished in a manner that leaves the site in a condition equal to or better than before the markings were placed.

14. Assessment of Administrative Penalties

Contractor must comply with all Section and Provisions of Sacramento City Code, specifically Title 8, Chapter 8.68 (as it relates to noise) and Title 12, Chapters 12.04-12.32 (as it relates to sidewalk regulations, construction and repair) or suffer penalties as stated in Chapter 12.20 of Title 12, Section 8.68.220 and Section 8.680.280 of Title 8 and Subsection (l) of Section 3.60.360 of Title 3 of the Sacramento City Code relating to Construction and Other Work in the City Streets.

15. Street and Lane Closures – Temporary Traffic Control

The Contractor is responsible for adhering to all guidelines as stated in Section 12.20.0202 of Title 12 of the City Code pertaining to the Closure of Streets for Work. The Contractor shall submit a Traffic Control Plan to the Inspector to whom the Contractor is assigned at least 10 days prior to the commencement of work. The Traffic Control Plan shall be developed within the following parameters:

- a. Contractor must adhere to all guidelines as stated in Section as.20.030 of Title 12 of the Sacramento City Code pertaining to the Traffic Control Plan – Requirements and Section 6-10 of the Standard Specifications for Public Construction.
- b. Traffic flow plans shall include the placement of barricades and warning signs. The plan shall outline the work order, duration of work, and methods for moving traffic through the construction area. Normal passage shall be available to pedestrians and meet all ADA requirements for user with disabilities. The plan shall show the flow of movement for pedestrian and bicycle traffic altered by the construction or excavation. Traffic Control Plans are to follow the guidelines and requirements of the *California Manual of Uniform Traffic Control Devices*.
- c. Arrow and message boards for lane closures will be used at the direction of the City, or as required by the approved traffic control plan.

- d. Contractor is responsible for monitoring and maintaining all traffic and pedestrian control features, devices, and equipment from start to completion of the repair and maintenance project and/or as directed by the Inspector.
- e. Contractor is responsible for coordinating with the City of Sacramento's Utility Department at least five (5) days prior to the commencement of work requiring fire hydrant shutdown. Contractor shall provide the fire hydrant shutdown schedule to the Inspector at least five (5) days in advance of work commencement.

16. Holiday Season Street Work Moratorium

To reduce traffic congestion during the holiday season, no construction or maintenance projects will be allowed on any of the streets listed on Exhibit D during the holiday season. The holiday season begins Thanksgiving Day and ends on the first workday after New Year's Day. Exceptions may be approved on a case-by-case basis.

No street or sidewalk work, cuts, or trenching will be allowed during this period on the listed streets. All existing street work that cannot be completed prior to the moratorium shall be back filled and paved. All barricades and barriers shall be removed from all travel lanes.

Only emergency repairs will be permitted during this holiday period. All such repairs shall be immediately reported to the assigned Inspector, not later than one hour of the determined need. If an emergency arises during the City's non-working hours, notification to the above office shall be made prior to 9:00 a.m. of the following workday.

17. Materials

Construction materials shall conform to Section 10, Construction Materials, of the City of Sacramento's Standard Specifications for Public Construction.

- a. Concrete
 - i. All concrete placed shall contain six (6) sacks (576 lbs.) of Portland cement per cubic yard and shall have a maximum size for coarse aggregate of one inch (1").
 - ii. Portland Cement used in said concrete shall conform to the American Society for Testing Materials Designation C150, Type II.
 - iii. Unless otherwise specified, all work for curb, gutter, and sidewalks shall conform to Section 24 – Curbs, Sidewalks, and Gutters of the City of Sacramento's Standard Specifications for Public Construction (June 2007).
 - iv. Concrete shall contain 1 pound of lamp black per cubic yard of concrete, unless otherwise directed by the Work Order or the City Inspector.
 - v. Original concrete load tags shall be retained by Contractor for a minimum of one (1) year after completion and acceptance of a project and provide them to the City upon request.

b. Reinforcing Steel

Reinforcing steel shall conform to Section 52, Bar Reinforcement, in the State of California, Department of Transportation. Unless otherwise provided by the Special Provisions, bar reinforcement shall be deformed and shall be Grade 60 conforming to the "Deformed Billet-Steel Bars for Concrete Reinforcement" (ASTM Designation A 615).

Welded steel wire fabric for concrete reinforcement shall conform to ASTM Designation: A 185. The gauge of the wire and the dimensions of the mesh will be shown on the plans.

c. Curb Dowel and Tie Bars

Dowel and tie bars for curbs shall conform to ASTM Designation: A 165, Grade 60 or Grade 40 may be used at the Contractor's option.

d. Excavated Materials and Spoils

Contractor shall remove all excavated and spoil materials from the job site daily unless authorized by the Inspector. Failure to remove the excavated and spoil materials will result in a demerit.

e. City Provided Materials

The City of Sacramento shall provide the following materials: rubber sidewalk panels, sidewalk metal plates and specs, sidewalk drains, gutter drain, door hangers, and No Parking postings.

18. Grading

Subgrades for pavement, curb and gutter, sidewalk, lined channels and ditches, or for rock base under pavements shall be furnished accurately and true to the lines and sections shown on the plans, within a tolerance of + or -0.05 feet. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of not less than ninety five percent (95%). The subgrade shall be free of segregated material and shall be smooth and true to the required grade and cross section. The Contractor will repair at his expense any damage to a prepared subgrade caused by his operation or by use of public traffic. No material shall be placed upon the prepared subgrade until it is in a condition meeting the requirement specified.

19. Landscape and Irrigation

- a. The Contractor will be required to backfill all areas between (a) the back of the curb and sidewalk, and (b) back of sidewalk and property line.
- b. Landscape fill shall consist of fertile, friable soil of loamy character. It shall be obtained from well drained, arable land and shall be free from subsoil, refuse, roots, heavy or stiff clay, stones larger than one inch (1") in size, coarse sand, noxious weeds such as Bermuda, Nut Grass and Morning Glory, stocks,

brush, litter and other deleterious substances. Topsoil shall be capable of sustaining healthy plant life.

- c. When requested by the City, the Contractor will provide sod replacement in areas behind the curb in park strip areas and behind the sidewalk as deemed necessary and authorized by the Inspector. Payment for this work will be paid on a square foot price as listed on the Pricing Schedule of this contract.
- d. Contractor is responsible for repairing and replacing any irrigation that is damage through the excavation or replacement work of the project.
- e. Contractor must complete all repairs within 24-hours of notification from the inspector.

20. Gutter Drains

Cast iron gutter drains of the type indicated by the plans shall be installed at points designated. The types of Standard City of Sacramento Gutter Drains are provided in the Standard Specifications for Public Works Construction, Section 38, Standard Drawings. The drains to be set under this contract will be furnished by the City. Gutter drains shall be cemented flush with the surface of the concrete gutter, and/or curb.

21. Erosion and Sediment Control

Attention is directed to Section 16-3, Erosion, Sediment, and Pollution Control, of the City of Sacramento Standard Specifications and the Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control, dated June 2007. Before starting on the project, the Contractor shall submit for acceptance by the Inspector, an erosion and sediment control plan. The plan shall be implemented during construction of the project to control the major sources of urban runoff pollution from the construction site, including erosion, sedimentation, and improper handling/storage of construction materials and equipment. The elements listed below shall be considered in the development of the plan and the plan shall include sufficient detail to assure the objectives will be satisfied.

- a. Wash water, slurry and sediment from concrete and asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be vacuumed and disposed of by Contractor in a manner approved by the Inspector. No dumping into tree wells or other planting areas, or open cuts.
- b. Vegetation Stabilization – Preservation of existing vegetation; seeding and planting; mulching; providing grassy swales and buffers.
- c. Physical Stabilization – Jute Netting; Drain Outlet Protection; Dust Control; Rocked or Paved driveways from project site to street to prevent tracking dirt unto the public right-of-way and gutters.
- d. Sediment Controls – Silt fences; check dams; straw bale barriers; sandbag barriers; rock filter beds; sediment traps, sediment basins, drop inlet protection

such as straw bales, gravel traps and filters, burlap filters, and sandbag protection.

- e. Specific Maintenance Plan and Program - Establishes a frequency of checking erosion and sediment controls after they have initially have been constructed through the end of the project.
- f. Construction Site Housekeeping Practices – Stabilized construction entrances; solid waste management; material storage and delivery; concrete waste disposal; hazardous materials management; maintenance and cleaning; spill prevention and control; daily maintenance and clean-up.
- g. Concrete Waste Management-Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including leftover concrete and material from washing out the concrete truck, shall not be disposed of in a trench or washed into the storm drain system.

22. Barricades

The Contractor will furnish and place Type 1 barricades, in good condition, when they remove the curb, gutter, and/or sidewalk. The City will only supply barricades when the City does the removal. Barricades shall remain in place a minimum of 72-hours after concrete has been poured on new curb and gutter. Barricades shall be placed so as to prohibit vehicles from parking adjacent to new work; spacing shall not exceed twenty (20) feet between barricades.

Barricades used and set-up on the sidewalk and curb ramp construction shall be equipped with all necessary features such as, upper and lower railings, signs, lights, etc., that are required to comply and meet all ADA regulations pertaining to disabled pedestrian traffic and pedestrian control. Reference the City of Sacramento Sidewalk Closure Policy and Standards, dated August 14, 2007.

Contractor shall be responsible for monitoring and keeping barricades placed on curb and gutter work site during the 72-hours requirement period and/or until paved back by City Crews. Contractor is responsible for barricade removal once all time requirements have elapsed and/or City crews have completed pave-back work.

All other barricades shall be removed within 24-hours of completion of concrete work or as deemed appropriate by the Inspector.

23. Repaving

When repaving is needed, the Contractor shall notify the Maintenance Services Division's Lead Construction Inspector by email within 48-hours after the concrete has been poured. Contractor will specify in the email when a driveway is impacted. Failure to comply will result in a demerit.

24. Time Limits

Each Repair Work Order will be completed as indicated:

- a. "Individual Repair Orders" will be completed within ten (10) working days after direction to proceed has been given.
- b. "Package of Repair Orders" consists of fifteen (15) to thirty (30) repair orders and will be completed within twenty (20) working days after direction to proceed is given.
- c. Utility cuts shall be given priority and be completed no later than 15 days of receiving the work order.

Individual repair orders and packages of repair orders will be assigned to the Contractor as prior assigned work is completed and/or approved by the assigned Inspector or Project Manager.

25. Bonds and Insurance

Prior to the execution of a contract, bidders will be required to provide Performance and Payment Bonds in the amount of \$25,000 each. These bonds must be issued by an admitted surety in the form included in these specification, and will be required for the duration of the contract including any extended term(s). Prior to the City's execution of a contract, bidders shall be required to provide proof of insurance and additional insured endorsements as required under the contract.

26. Additional Services

Work not specifically named in the Pricing Schedule shall be negotiated on an individual basis. Prices offered shall as low as or lower than those offered to Contractor's most favored customer for comparable work under similar terms and conditions

27. Notification of Material Changes in Business

Contractor agrees that if they experience any material changes in their business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., they will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

28. Licensing

All Contractors who submit bids on a public works project must be properly licensed. This contract requires either a Class A or C-8 license.

29. Subcontracting

Contractor may only subcontract for the procurement of materials. Contractor shall not enter into a contract or agreement with any individual, partnership, corporation, firm, or other entity to perform any portion of the work or services under this Agreement, without first obtaining permission from the Project Manager.

30. Warranty

The work furnished under these specifications shall be guaranteed for a period of one (1) year from date of acceptance thereof against defective materials, equipment and workmanship. Upon receipt of notice from the City of failure of any part of the materials, equipment, or workmanship during the guarantee period, the affected part or parts shall be replaced with new material and/or equipment, and at the expense of the Contractor.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT A: DETAIL DRAWINGS

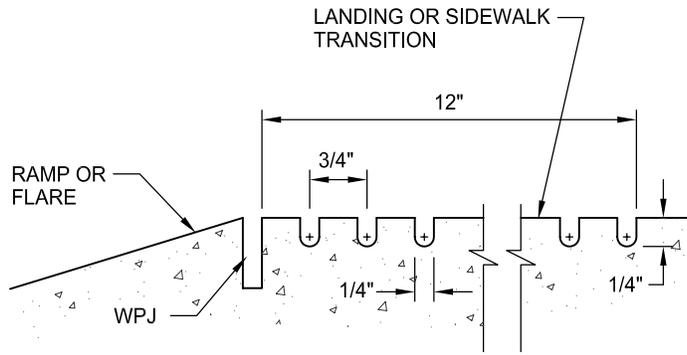
- 1) **SIDEWALK TRANSITIONS**
 - * LOCATED ABOVE RAMP OR LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE AT RAMP OR LANDING
 - * 8.33% (1:12) MAXIMUM SLOPE
- 2) **LANDINGS**
 - * LOCATED ABOVE RAMP
 - * 48" MINIMUM DIMENSION IN ALL DIRECTIONS
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
- 3) **RAMPS**
 - * LOCATED ABOVE PAN OR BELOW LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE
 - * 8.33 % (1:12) MAXIMUM SLOPE
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 4) **PANS**
 - * LOCATED BELOW RAMP
 - * 48" MINIMUM AT BACK OF PAN
 - * 48" MINIMUM FROM BACK OF PAN TO FLOW LINE
 - * 1% (1:100) MINIMUM SLOPE FROM BACK OF PAN TO FLOW LINE
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
 - * ON CORNERS, PAN BOUNDARIES ARE TO BE RADIAL
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 5) **GUTTERS**
 - * ADJACENT TO RAMP OR PAN
 - * 5% (1:20) MAXIMUM SLOPE MEASURED 4' FROM FOC OUT TO STREET PAVEMENT FOR FULL WIDTH OF RAMP.
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES

- 6) **FLARES**
 - * LOCATED ADJACENT TO RAMP
 - * REQUIRED BETWEEN RAMPS WHERE THERE IS NO PLANTER AREA
 - * REQUIRED ON THE EXTERIOR OF RAMPS WHERE THERE IS AN ADJACENT CONCRETE SIDEWALK, REGARDLESS OF OBSTACLES
 - * GENERALLY TRIANGULAR IN NATURE
 - * 10% (1:10) MAXIMUM SLOPE
- 7) **RETAINING CURBS**
 - * REQUIRED ADJACENT TO SIDEWALK TRANSITIONS, LANDINGS, RAMPS AND PANS WHERE THE EXISTING LANDSCAPE (PLANTER AREA) IS 4" OR HIGHER AT ANY POINT ABOVE THE NEWLY CONSTRUCTED CURB RAMP ELEMENT
 - * REQUIRED FOR EXISTING PLANTER AREAS BETWEEN RAMPS
 - * RETAINING CURBS ARE TO HAVE A 6" WIDTH AND A VERTICAL FACE
 - * RETAINING CURB FOUNDATIONS ARE TO EXTEND 8" BELOW THE ADJACENT RAMP ELEMENT SURFACE
 - * OUTSIDE CORNERS OF RETAINING CURBS MUST HAVE A 6" RADIUS
- 8) **12' GROOVING DETAILS**
 - * REQUIRED ADJACENT TO (ON FLAT AREAS ABOVE) RAMP AND FLARE
 - * REQUIRED TO BE PERPENDICULAR TO THE PATH OF TRAVEL
- 9) **CONCRETE COLORING**
 - * LAMP BLACK OR OTHER COLORING SHALL BE ADDED TO NEW CONCRETE AS NECESSARY TO MATCH EXISTING COLOR. THIS APPLIES TO ALL IN FILL LOCATIONS

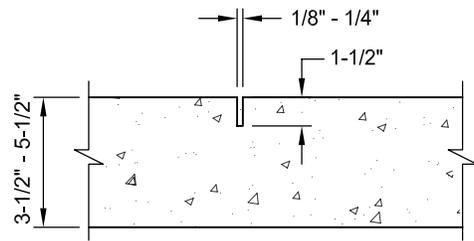
- * DUAL CURB RAMPS ARE REQUIRED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- * ALL ELEMENTS, EXCEPT GUTTERS AND RETAINING CURBS, MUST BE CONSTRUCTED PLANAR IN NATURE WITH WEAKENED PLANE JOINTS SCORED BETWEEN EACH ELEMENT.
- * WHEN FEASIBLE, OPPOSING CURB RAMPS SHALL ALIGN.
- * THESE DEFINITIONS AND STANDARDS, GENERAL DETAILS, AND STANDARD DRAWINGS SHALL APPLY TO ALL CURB AND GUTTER TYPES.
- * THERE ARE VARIATIONS AND ADJUSTMENTS THAT MAY BE REQUIRED UPON THE APPROVAL OF THE ENGINEER.
- * THERE ARE NO VARIANCES TO THE MAXIMUM ALLOWABLE SLOPES AND CROSS SLOPES.

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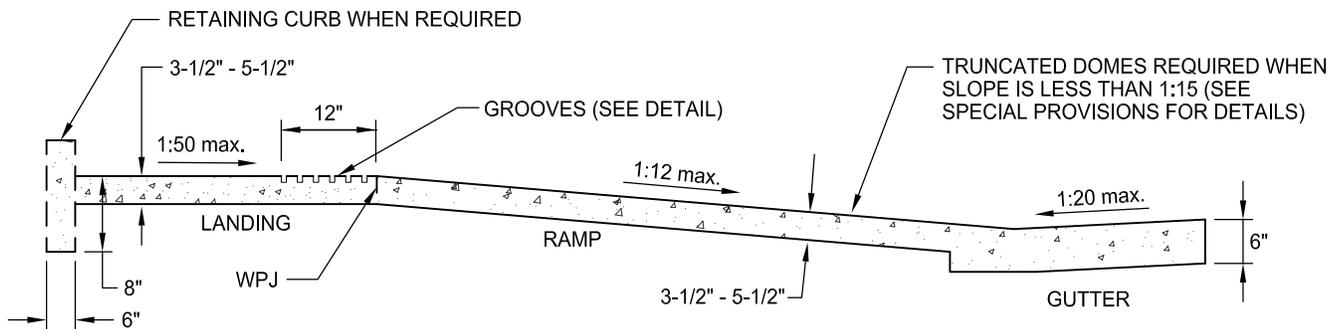
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12" GROOVING DETAIL



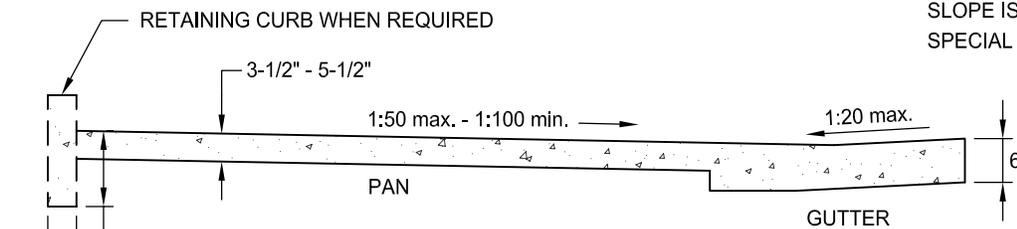
WEAKENED PLANE JOINT (WPJ)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF FLARE, COMBO,
OR PLANTER STRIP CURB RAMP**

NOTE:

ON RAMPS ADJACENT TO PANS
TRUNCATED DOMES REQUIRED WHEN
SLOPE IS LESS THAN 1:15 (SEE
SPECIAL PROVISIONS FOR DETAILS)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF
PAN CURB RAMP**

NOTE:

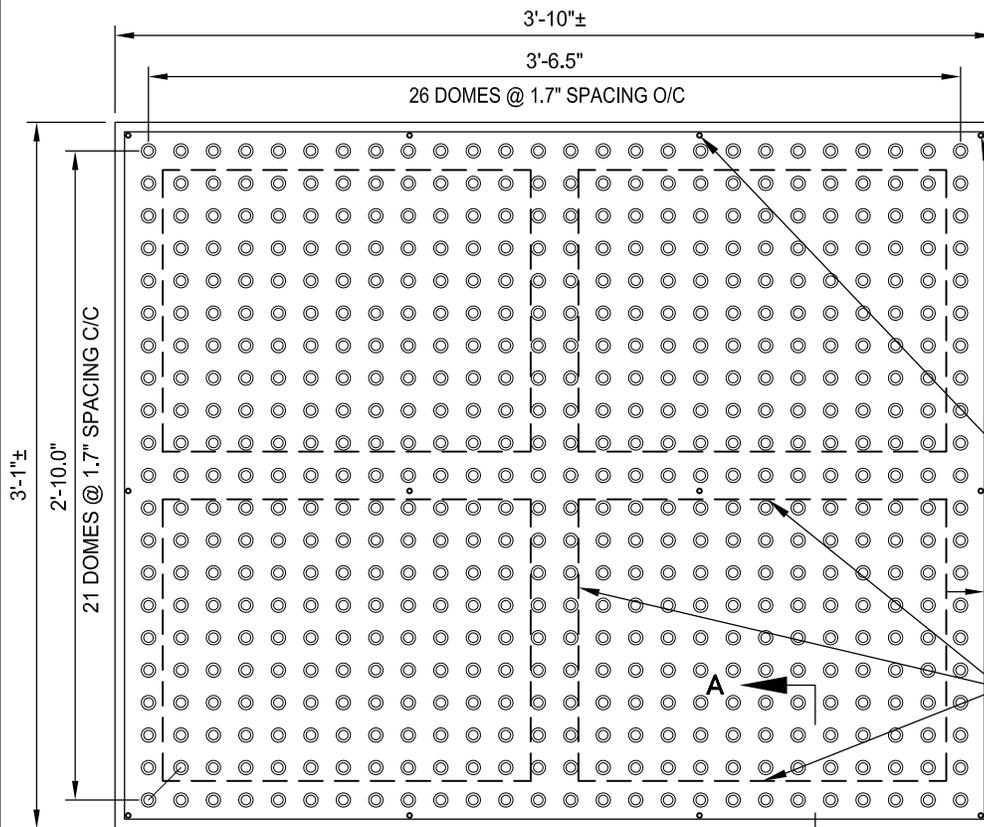
SURFACE OF RAMPS AND PANS SHALL HAVE A TRANSVERSE
BROOM SURFACE TEXTURE ROUGHER
THAN ADJACENT SIDEWALK

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NOTE:

SURFACE MOUNTED TILE DETAILS SHOWN. DETAILS ARE APPLICABLE TO TILE SURFACE SECTION ONLY. CAST-IN-PLACE TILE UNIT DESIGN AND DETAILS TO BE APPROVED BY THE ENGINEER. TILE MATERIAL, FASTENERS, AND ADHESIVE TO BE APPROVED BY THE ENGINEER.



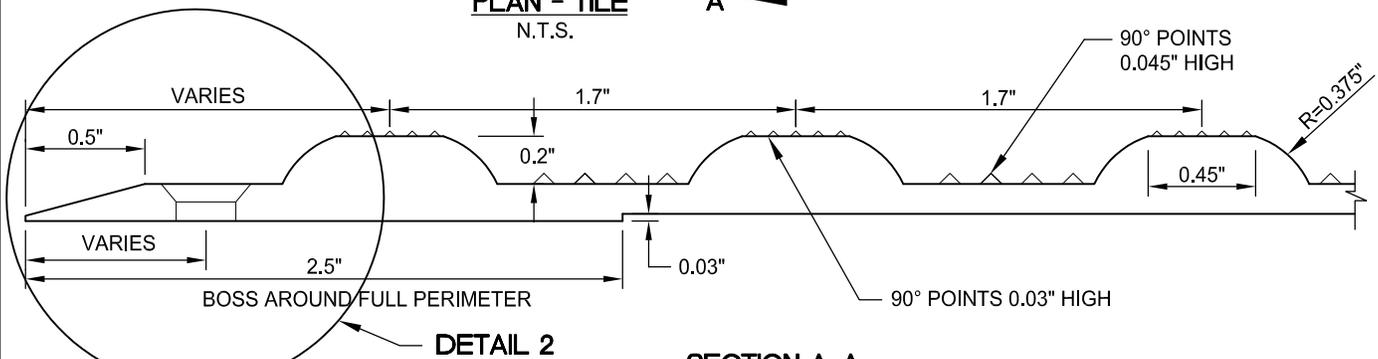
1/4" DIA. CTSK HOLES (TYP. 12 LOCATIONS)

0.5" (TYP. AROUND PERIMETER)

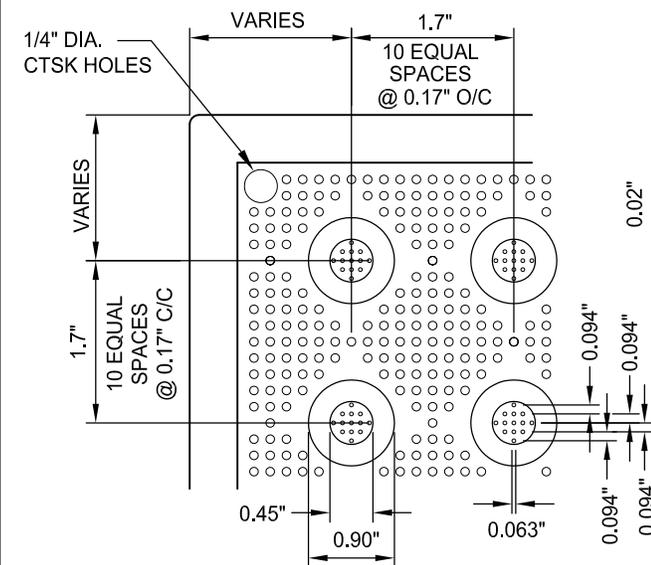
2.5" WIDE BOSS AT UNDERSIDE OF TILE FOR STRUCTURAL ADHESIVE AT FULL PERIMETER AND THROUGH CENTER TILE

PLAN - TILE
N.T.S.

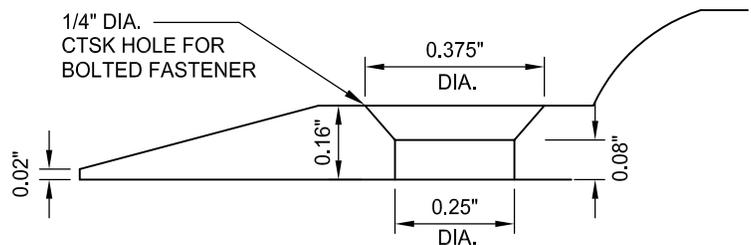
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SECTION A-A
N.T.S.

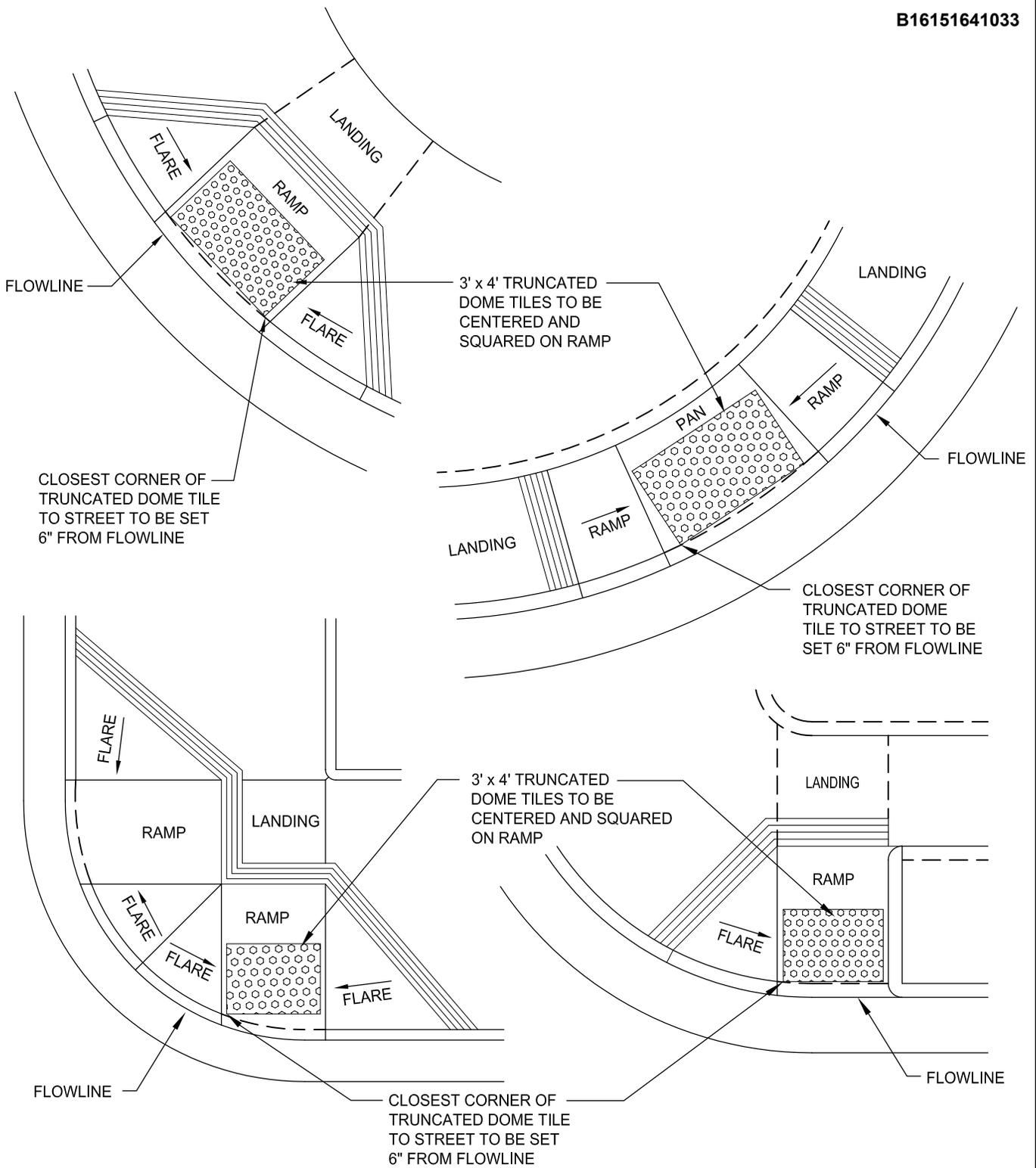


DETAIL 1



DETAIL 2

REV.	DATE	DESCRIPTION



NOTES:

1. TRUNCATED DOMES REQUIRED IN PAN AT ALL LOCATIONS (FOR EXCEPTIONS SEE NOTE 2)
2. TRUNCATED DOMES REQUIRED ON RAMP WHEN SLOPE IS LESS THAN 1:15
3. 3' x 4' DIMENSION IS NOMINAL (SEE DWG CE. 3.1)

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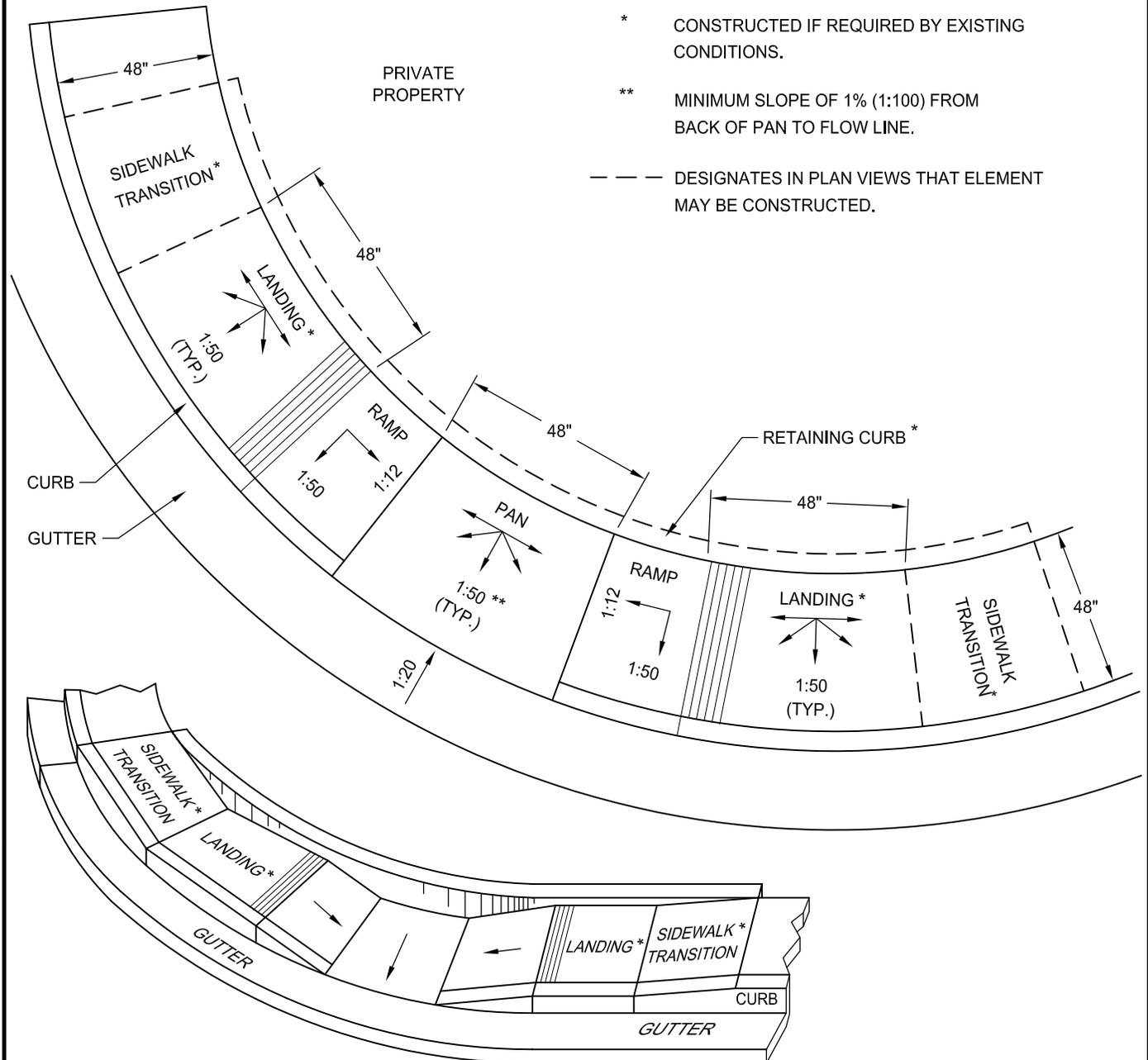
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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REV.	DATE	DESCRIPTION

NOTES:

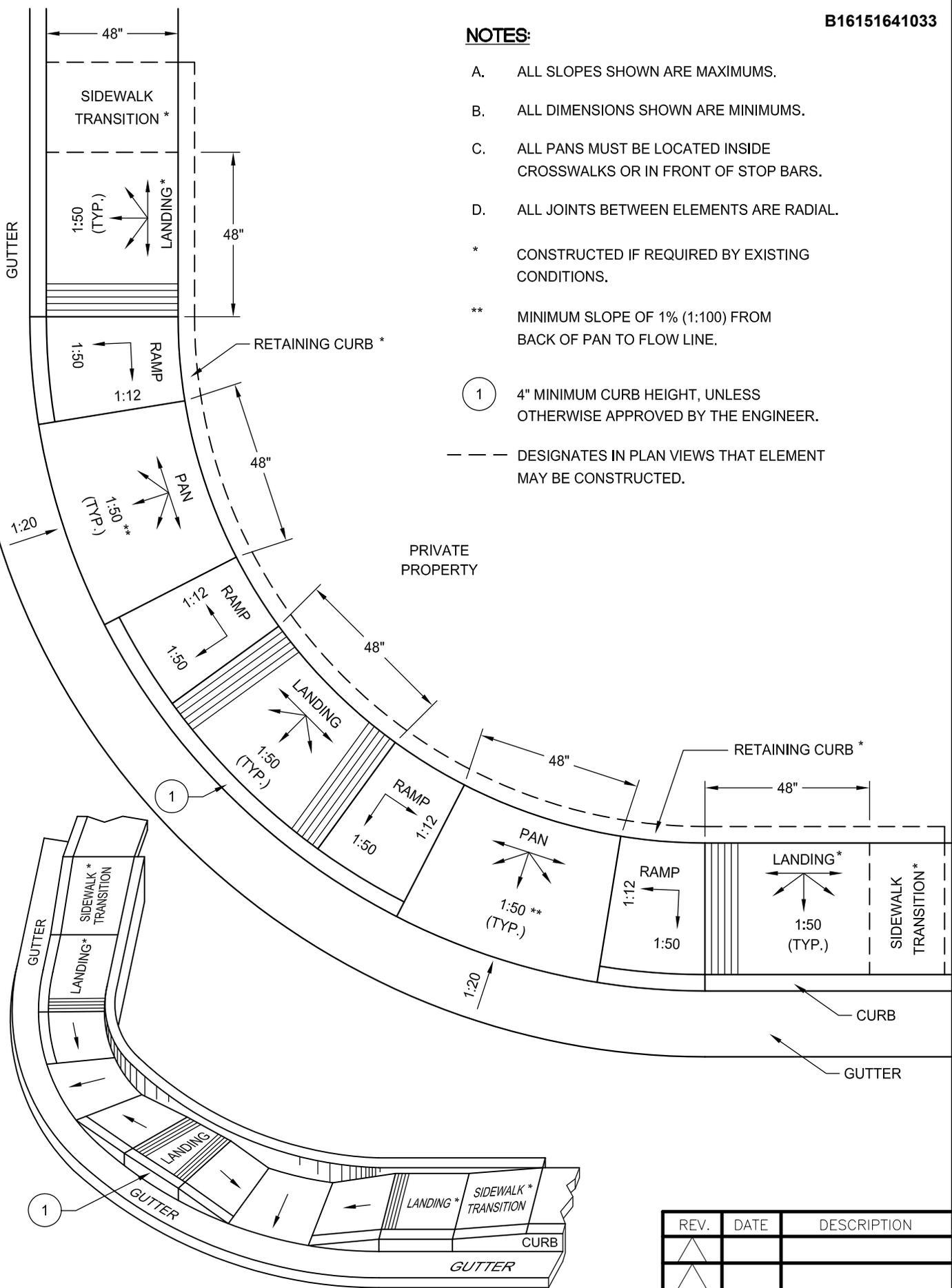
- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

① 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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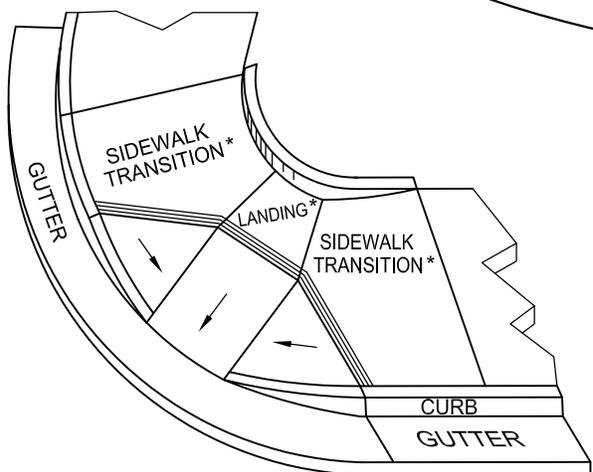
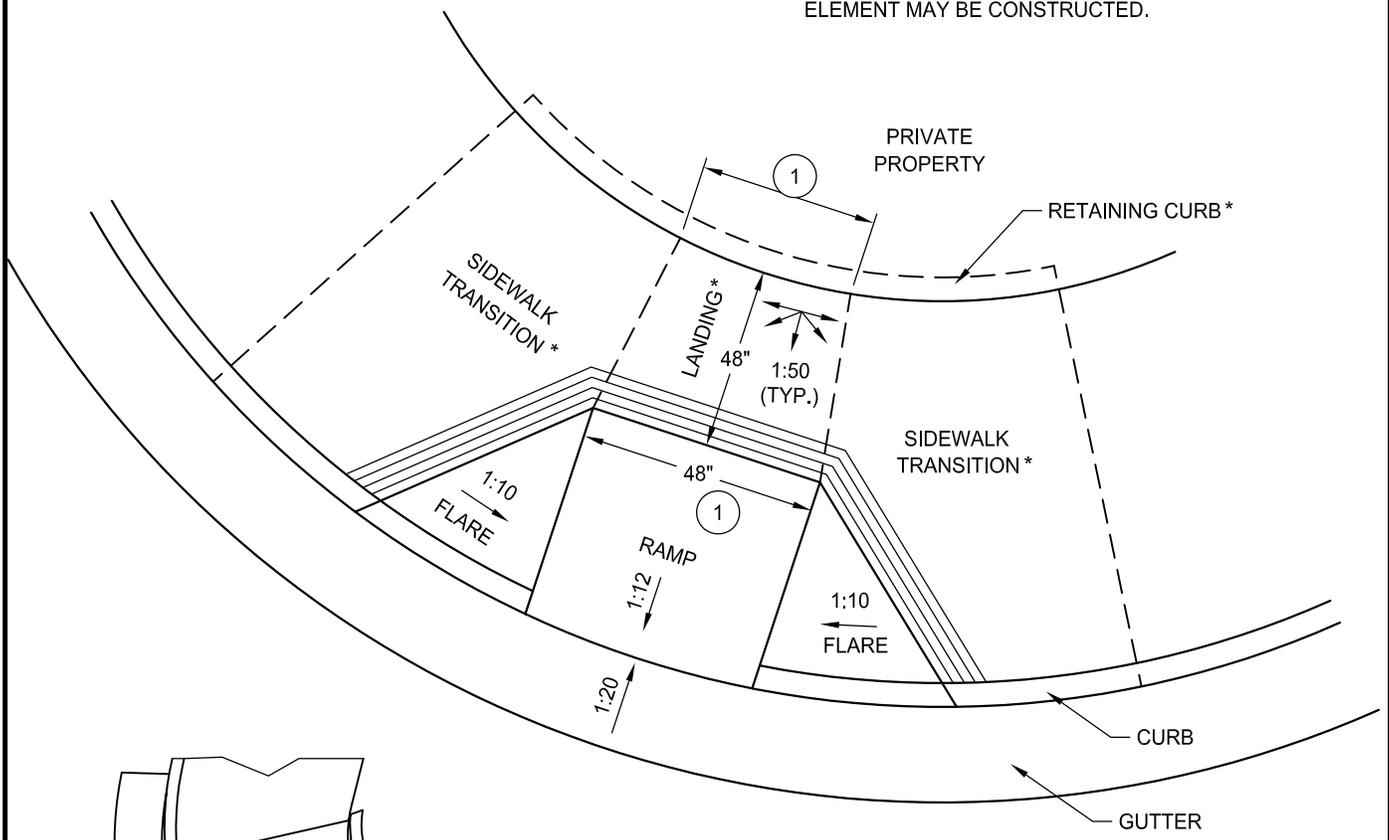
REV.	DATE	DESCRIPTION

NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
 - B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
 - C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
 - D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
 - E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

① THE WIDTH OF RAMP SHALL BE SAME AS LANDING

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



REV.	DATE	DESCRIPTION

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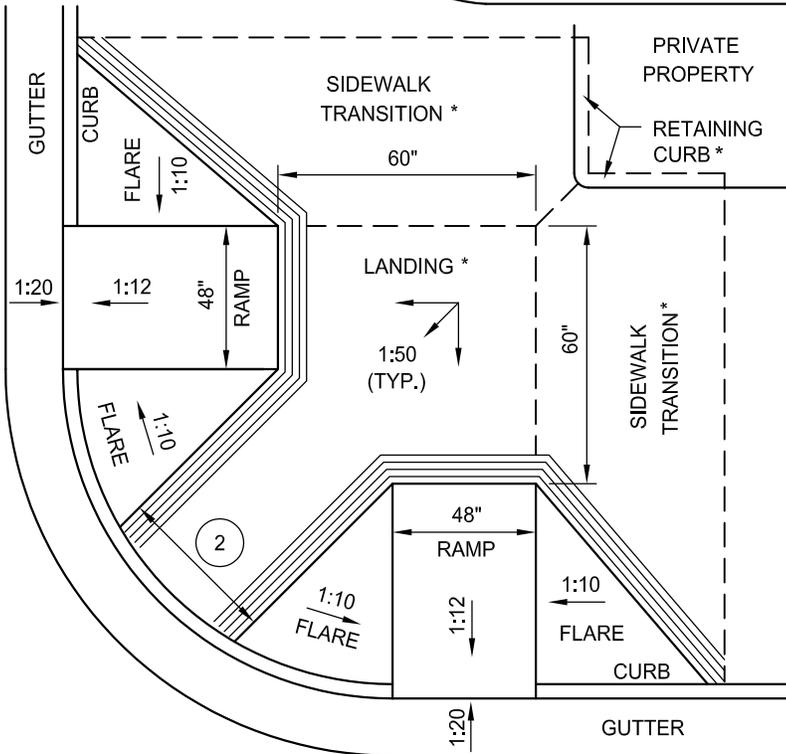
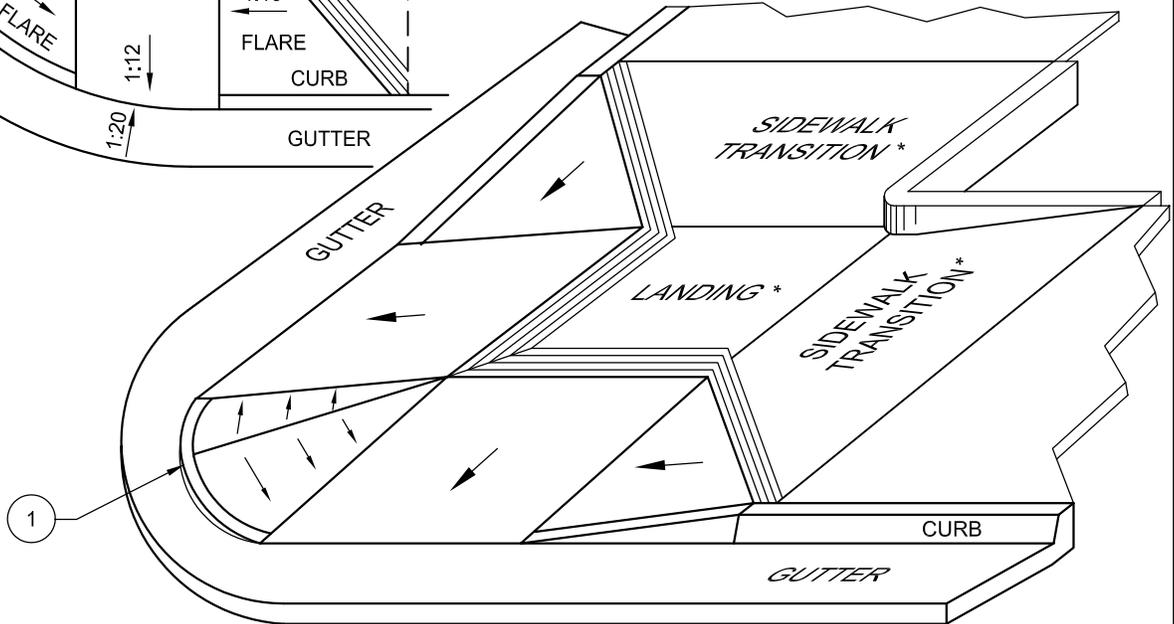
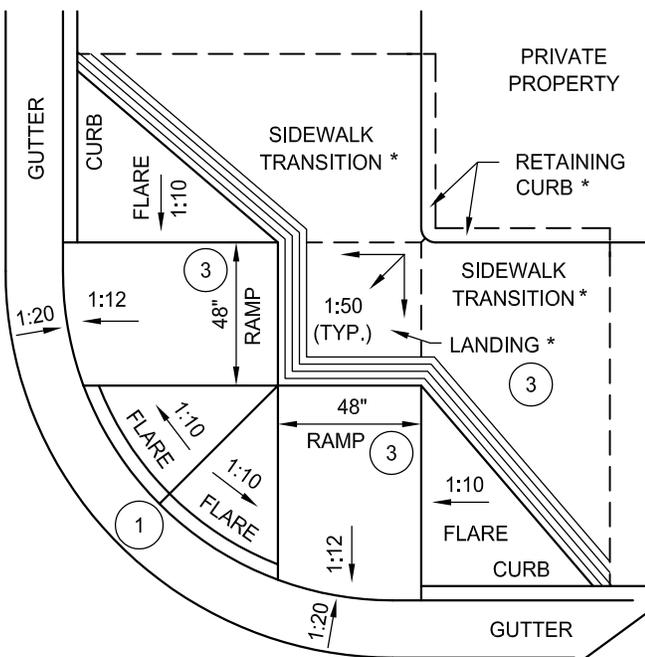
NOTES:

B16151641033

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION. GROOVE PATTERNS OR FLARES CAN INTERSECT.
- 3 IF LANDING CONSTRUCTED, 60" MIN. LANDING DIMENSIONS AND 60" MIN. WIDTH OF RAMP REQUIRED.

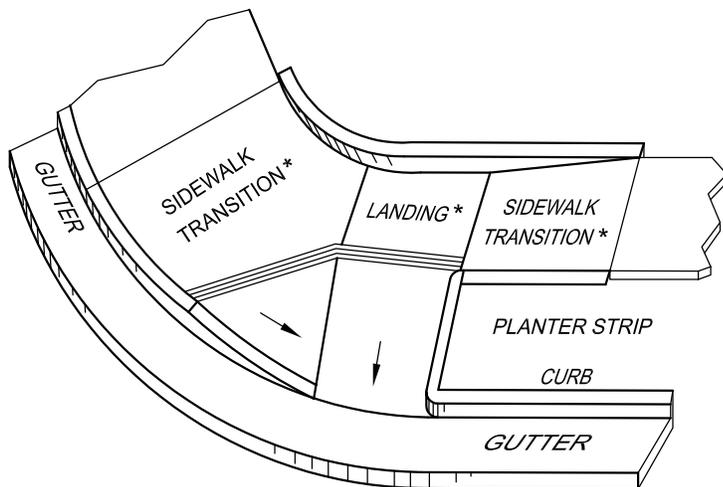
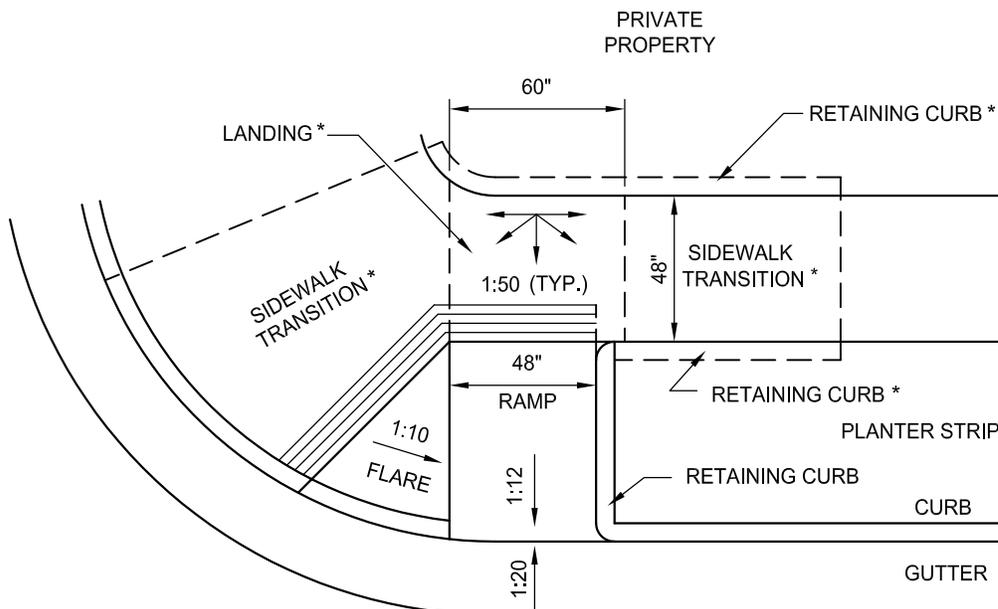
REV.	DATE	DESCRIPTION

R:\Utilistas\City_Std_Details\DOT_Civil_Details\T-74

NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



REV.	DATE	DESCRIPTION

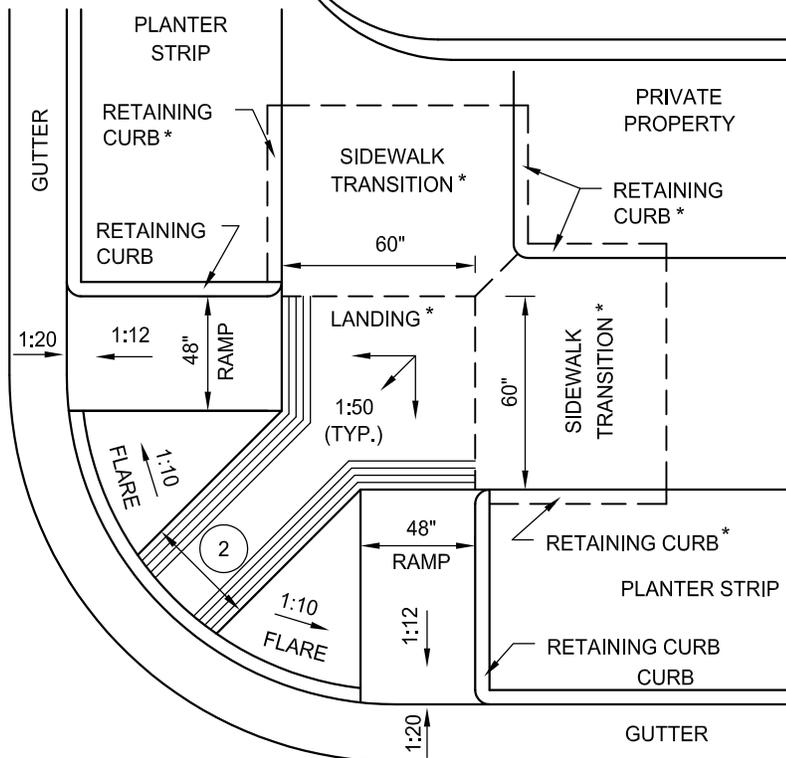
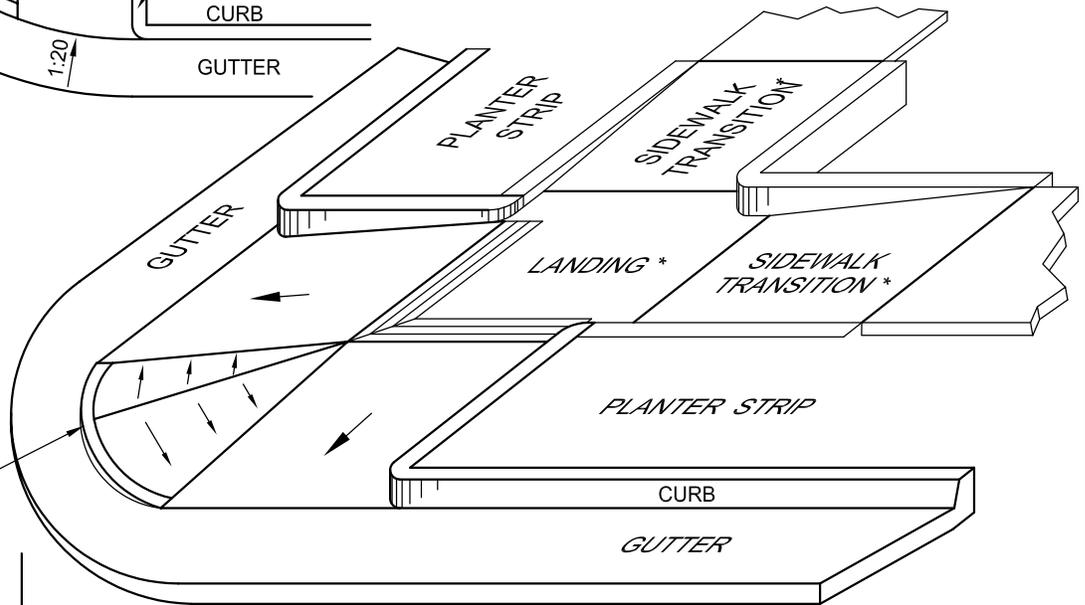
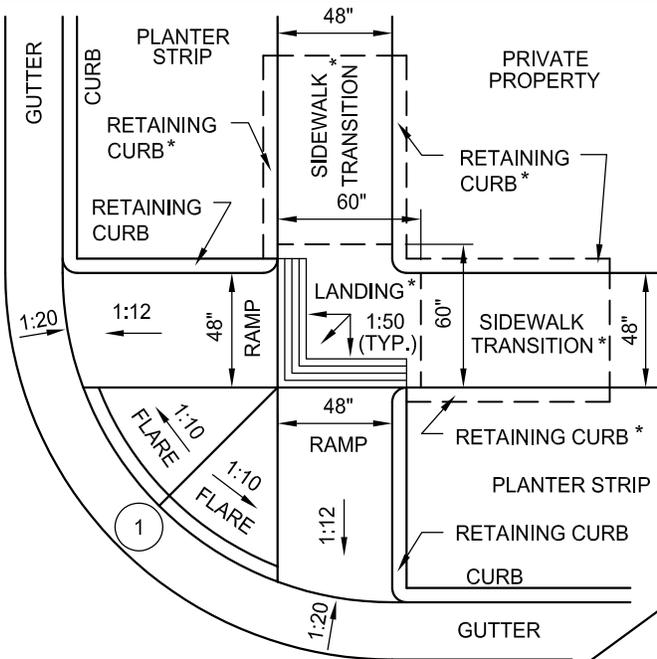
R:\Utilistas\City_Std_Details\DOT_Civil_Details\T-75

NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION, GROOVE PATTERNS OR FLARES CAN INTERSECT.

REV.	DATE	DESCRIPTION

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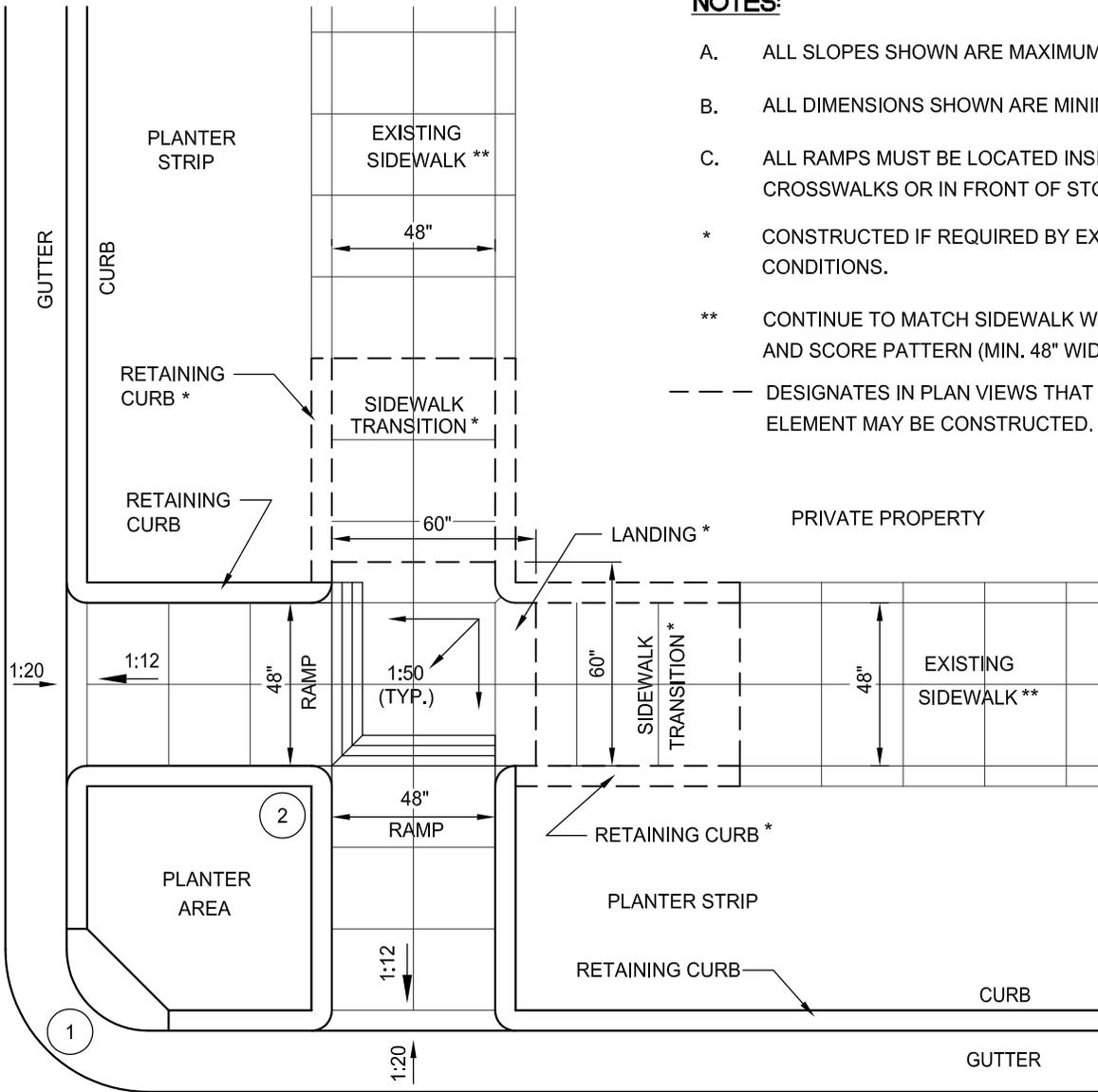
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

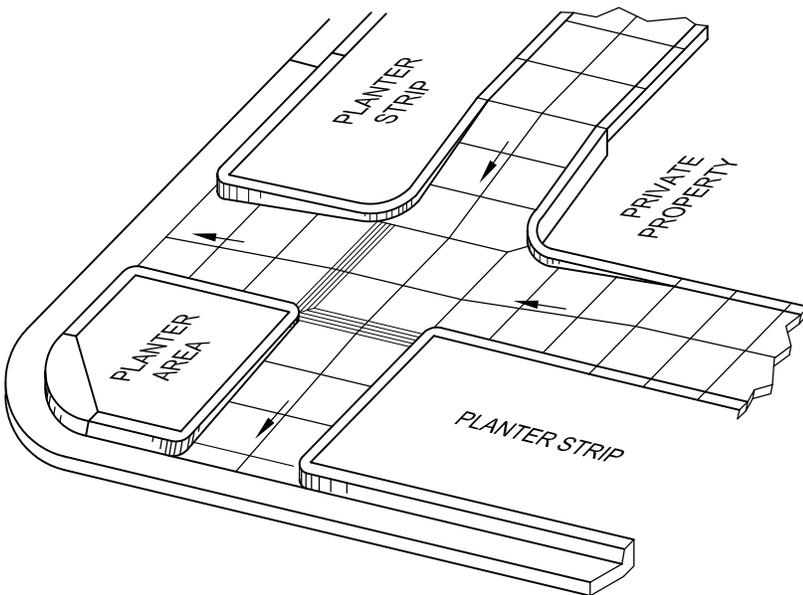
** CONTINUE TO MATCH SIDEWALK WIDTH AND SCORE PATTERN (MIN. 48" WIDE).

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



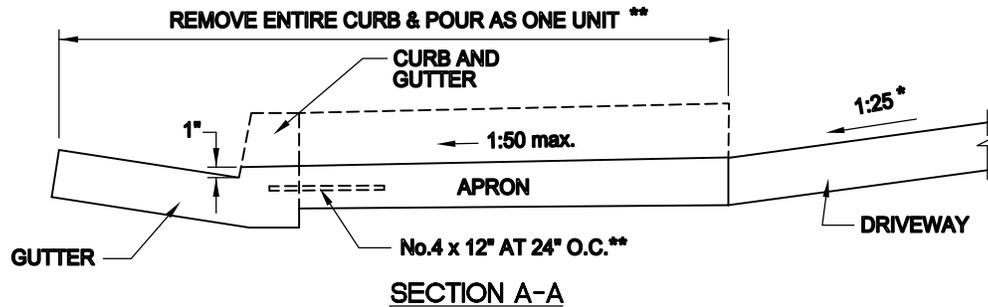
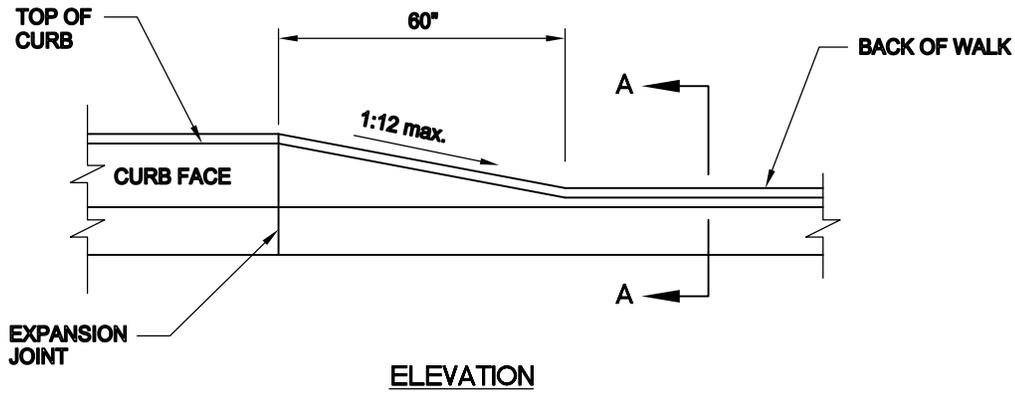
NOTES:

- ① STANDARD CURB HEIGHT TO MATCH EXISTING.
- ② TOP OF RETAINING CURB TO MATCH ADJACENT RETAINING CURB ELEVATIONS. CAN BE FLUSH WITH LANDING.



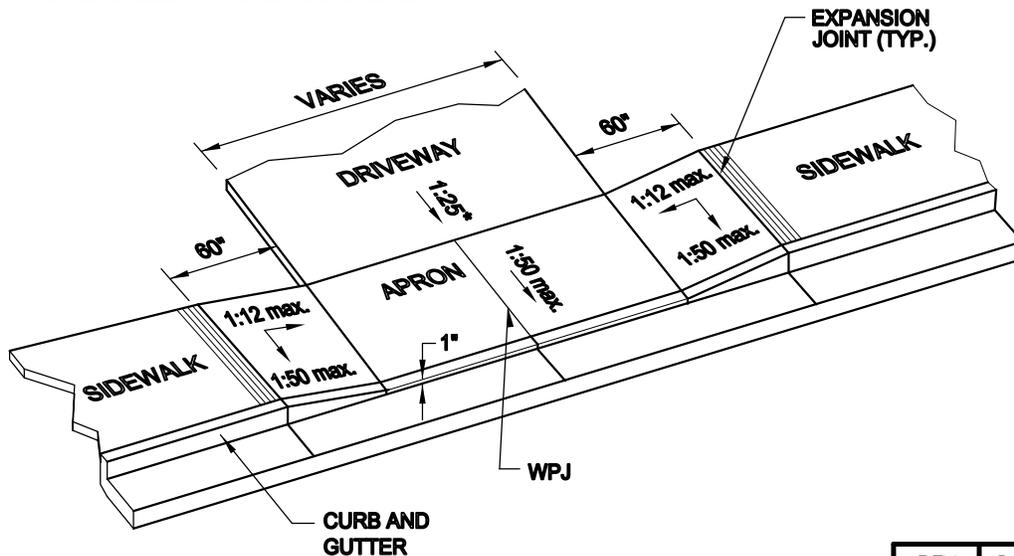
REV.	DATE	DESCRIPTION

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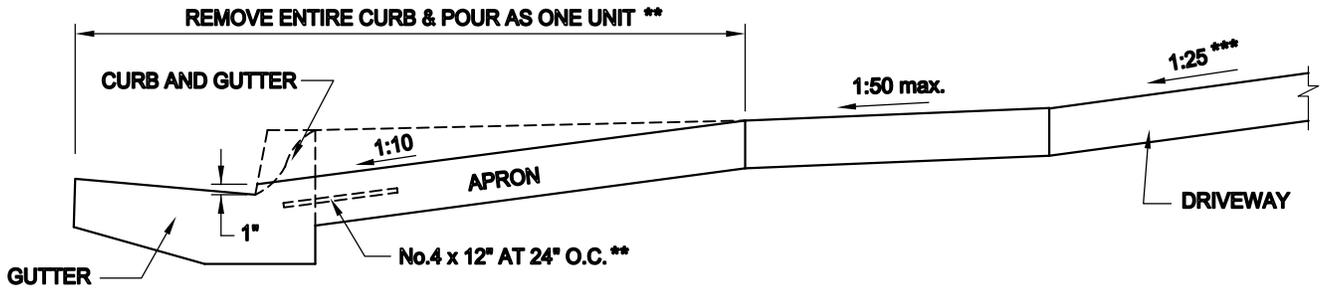
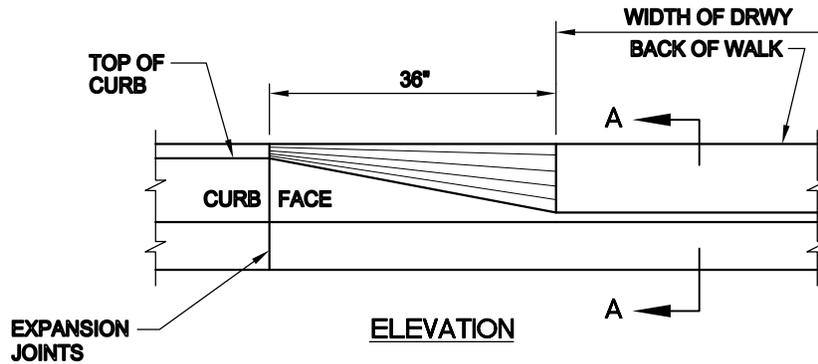
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
 - B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
 - C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
 - D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
 - E. APRON WILL BE DEPRESSED ON CURB AND GUTTER No.13 WHEN RECONSTRUCTING EXISTING COMMERCIAL DRIVEWAYS.
- * ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.
- ** IF CURB & GUTTER ARE POURED SEPARATE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

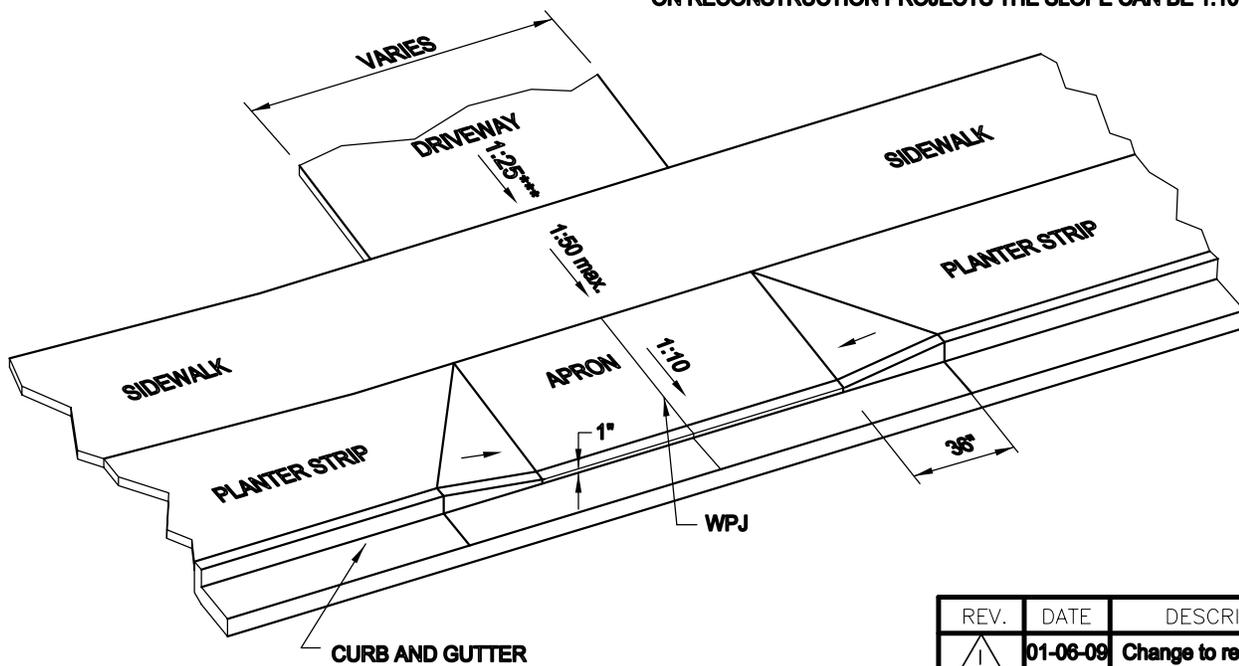
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SECTION A-A WITH VERTICAL CURB

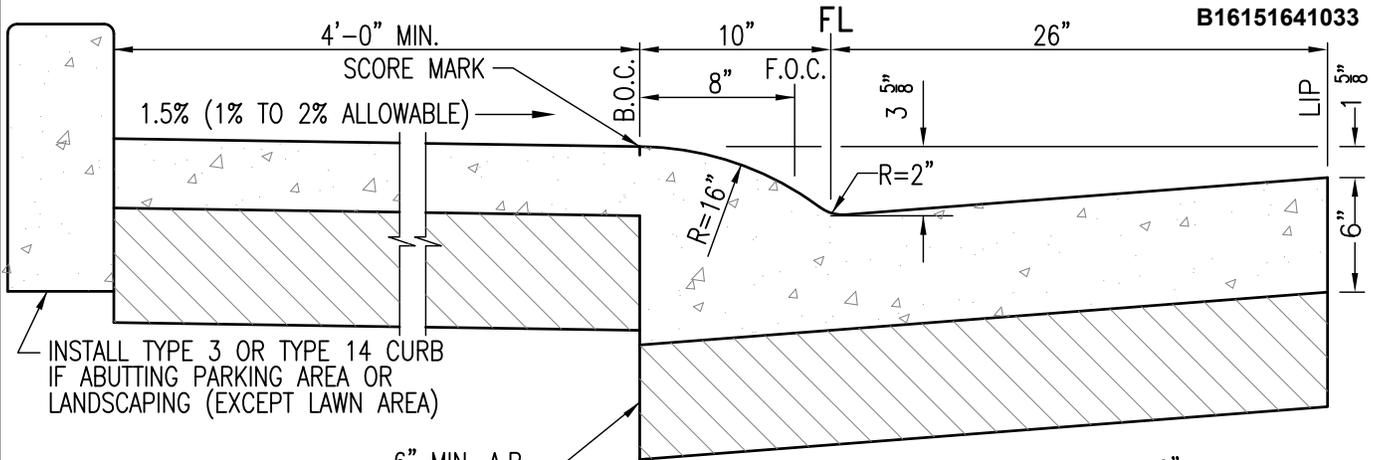
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
- B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
- C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
- D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.
- ** IF CURB AND GUTTER ARE POURED SEPARATE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.
- *** ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

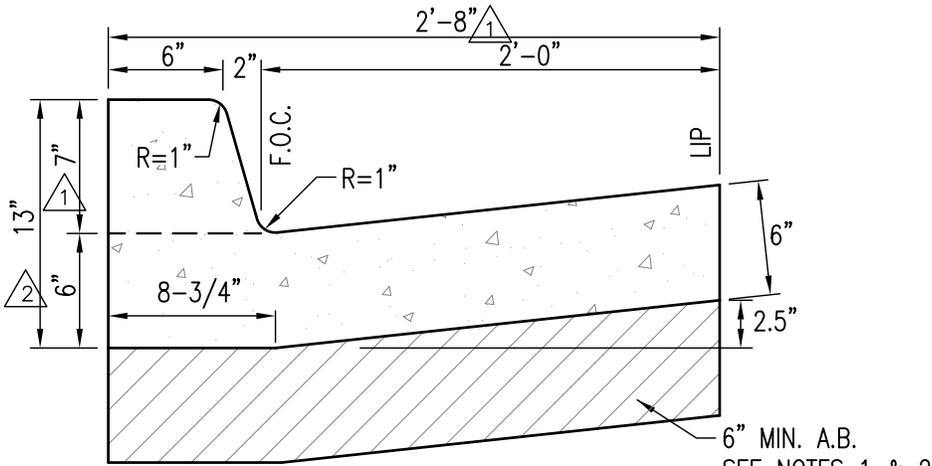
R:\Utilistas\City_Strd_Details\DOT_Civil_Details\T-22



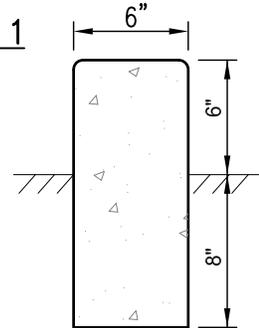
F.O.C. = FACE OF CURB
B.O.C. = BACK OF CURB

6" MIN. A.B.
SEE NOTES 1 & 2

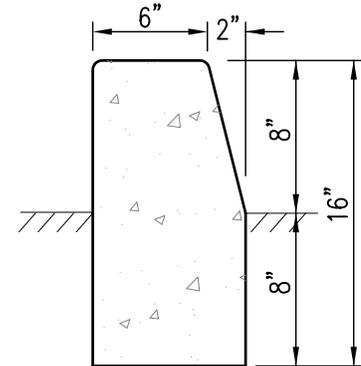
CURB & GUTTER TYPE 1



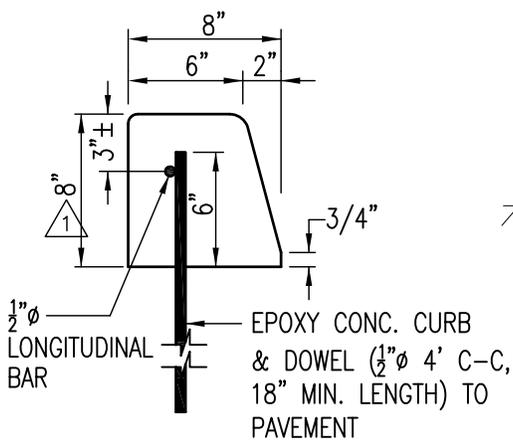
CURB & GUTTER TYPE 2



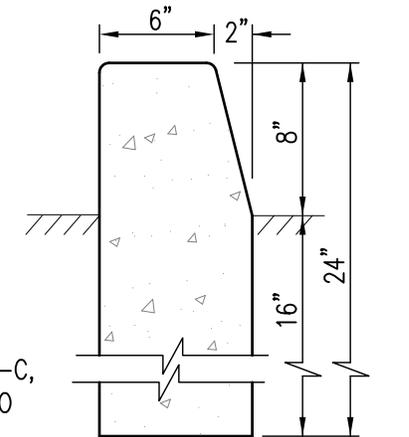
**CURB TYPE 3
BARRIER CURB
PLANTER AREA**



**MEDIAN CURB TYPE 14
NONLANDSCAPED OR
HARDCAPED AREA**



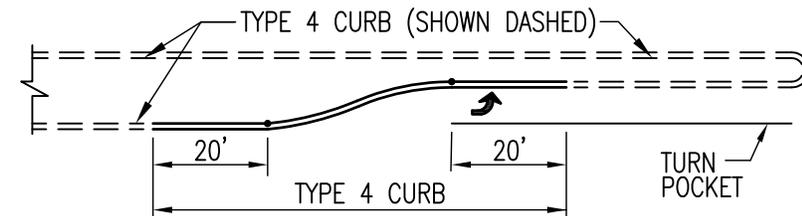
CURB TYPE 4



**MEDIAN CURB TYPE 14A
LANDSCAPED AREA**

NOTES:

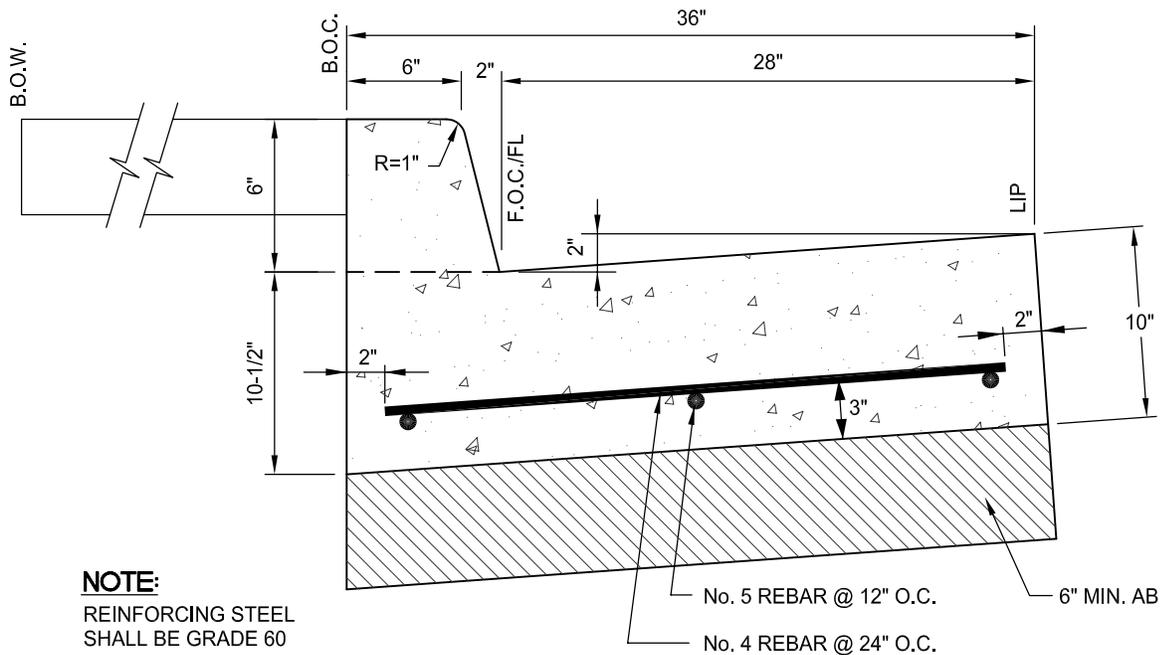
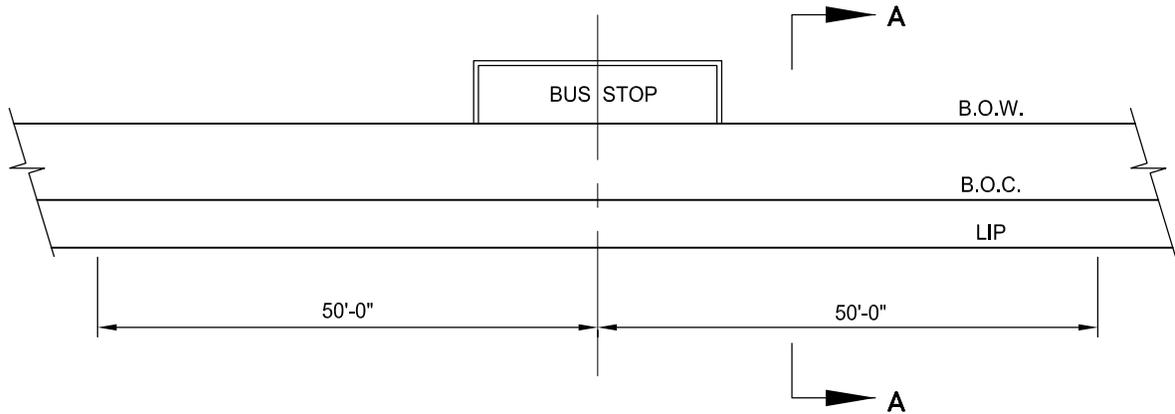
1. 12" MIN. A.B. SHALL BE PLACED IF SUBGRADE IS EXPANSIVE CLAY (R-VALUE LESS THAN 10).
2. TOP 6" OF SUBGRADE SHALL BE COMPACTED TO 95% MIN., UNLESS OTHERWISE APPROVED
3. 1/2" RADIUS ON EXPOSED EDGES.
4. ALL CONCRETE SHALL BE CLASS B.
5. ALL CONSTRUCTION & MATERIALS IN CONFORMANCE WITH SECTION 24 OF STD. SPECIFICATIONS.



PLAN FOR TYP. PLACEMENT OF TYPE 4 CURB

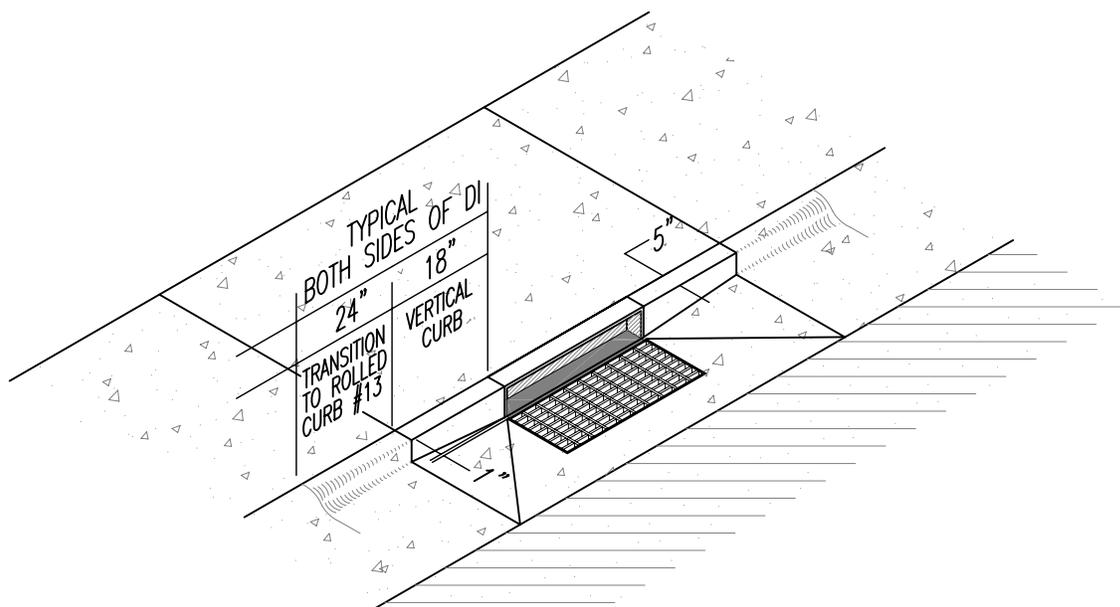
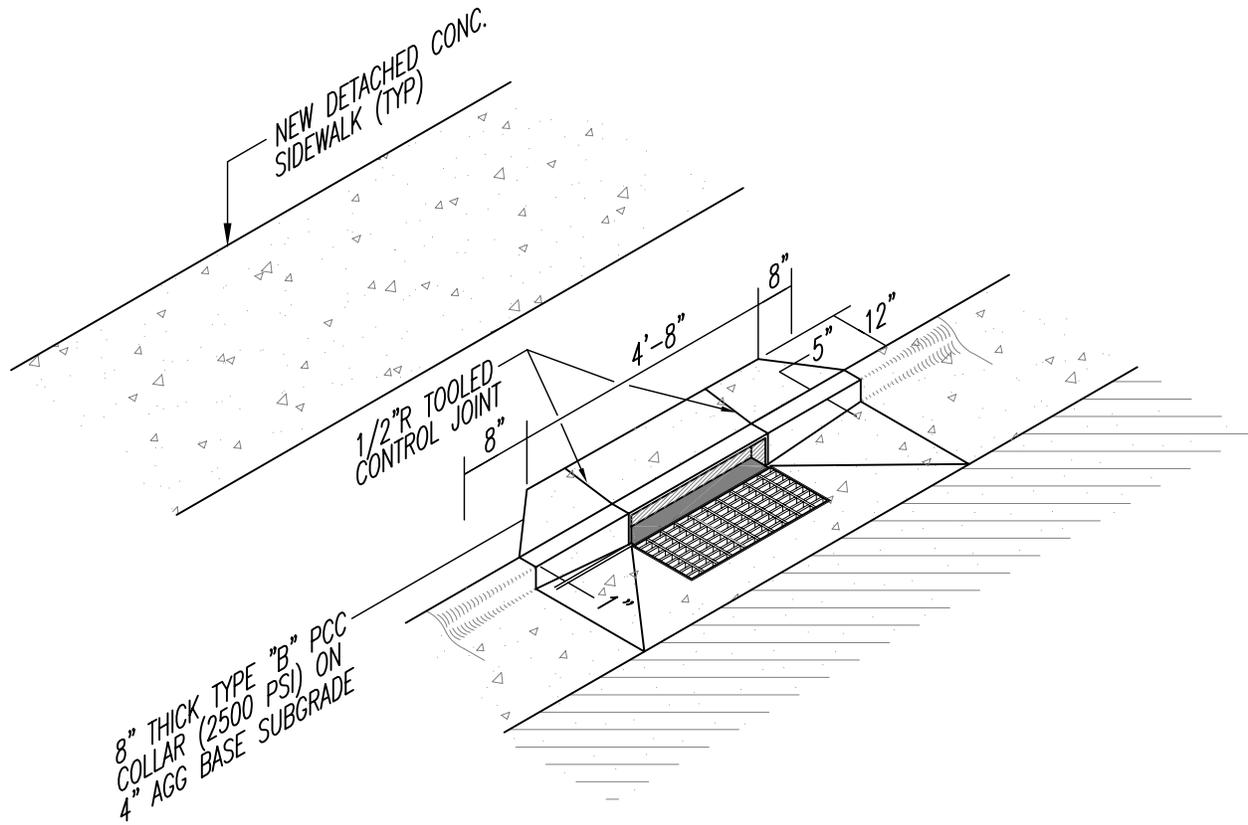
REV.	DATE	DESCRIPTION
1	08/06/10	Dimensions Changes
2	10/13/11	Dims & Curb Type4 Changes

MODIFIED REINFORCED CURB AND GUTTER TYPE 2 AT BUS STOP LOCATION FOR 50 FEET ON EITHER SIDE OF THE CENTER OF THE BUS STOP OR AS DIRECTED BY THE ENGINEER.



SECTION A-A

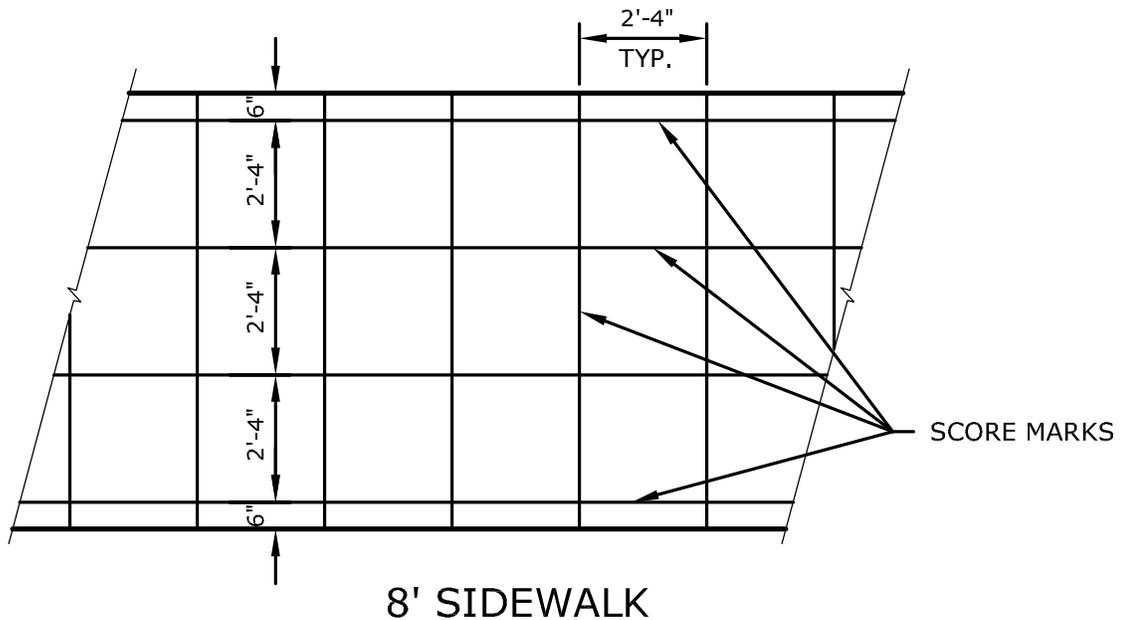
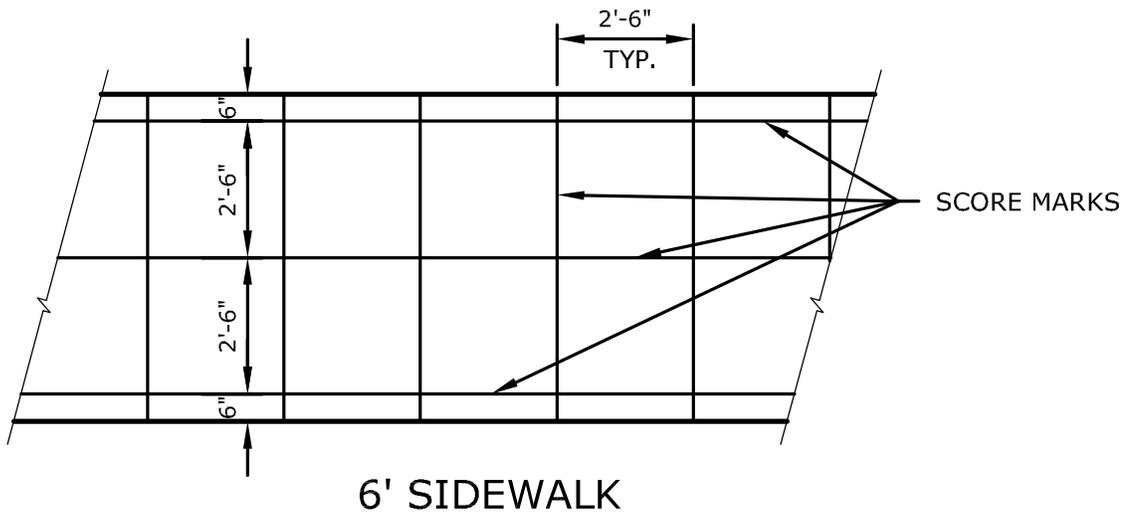
REV.	DATE	DESCRIPTION



NOTE:
1" GAP BETWEEN GRATE FRAME AND HOOD

REV.	DATE	DESCRIPTION
△		
△		
△		

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NOTES

1. Contractor is to request approval of the scoring pattern prior to placement of concrete.
2. Score marks are $\frac{1}{8}$ " - $\frac{1}{4}$ " wide and $\frac{1}{4}$ " deep.
3. Expansion joints required per Standard Specifications.
4. Use color additive as directed by the engineer (approx. 1 lb/cy of lamp black color).

REV.	DATE	DESCRIPTION
△		
△		
△		

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related items

A. SCOPE OF WORK, SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT B: HOLIDAY MORATORIUM STREETS

“Holiday Season Moratorium Streets” are defined as follows:

12th Ave., between Martin Luther King, Jr. Blvd and Sutterville Rd.
 21st St., between 4th Ave. and G St.
 24th St., between Knight Wy. and Meadowview Rd. and W St. and 2nd Ave.
 55th St., south of Fruitridge Rd.
 Alta Arden Expressway
 Arden Wy.
 Broadway
 Challenge Wy.
 Del Paso Blvd., south of Marysville Blvd.
 El Camino Ave.
 Ethan Wy.
 Evergreen St.
 Exposition Blvd.
 Fair Oaks Blvd.
 Florin Blvd.
 Folsom Blvd.
 Franklin Blvd.
 Freeport Blvd., within one block of all its side streets, between Broadway and Blair Ave.
 Fruitridge Rd., between Rickey Dr. and 59th St.
 Greenhaven Dr., between Havenhurst Dr. and Windbridge Dr.
 H St.
 Heritage Ln.
 Howe Ave.
 J St.
 La Mancha Wy.
 Mack Rd.
 Marconi Ave.
 Marysville Blvd., between Del Paso Boulevard and Bell Avenue
 Meadowgate Wy., between Munson Wy. and Franklin Blvd.
 Meadowview Rd.
 Munson Wy.
 Natomas Blvd.
 Northgate Blvd.
 Point West Wy.
 Power Inn Rd.
 Response Rd.
 Royal Oaks Dr.
 San Juan Rd.
 Stockton Blvd., and within one block of all its side streets, from Perry Ave. to the south limits of the City

Truxel Rd.
Valley Hi Dr. north of Wyndham
Wy. West El Camino Ave.

The above definition of "Holiday Season Moratorium Streets" may be modified at any time upon written notice to Contractor, as the City Traffic Engineer deems necessary.

In addition to the above-listed streets, no work shall be performed during the holiday season on any street in the area bound by the American River on the north, the Sacramento River on the west, one block south of Broadway on the south, and 34th Street on the east, without obtaining permission in writing from the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted thru the Inspector.

SECTION II – CONTRACT DOCUMENTS**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items****B. LOCAL BUSINESS ENTERPRISE REQUIREMENT**

The City of Sacramento's Local Business Development (LBE) program establishes an annual 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 participation goals established for this project in order to qualify as a responsible bidder.

The minimum LBE participation requirement for this project has been waived by the Director of Public Works.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

C. PUBLIC WORKS CONTRACTOR REGISTRATION AND REPORTING REQUIREMENTS

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 the City).

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 at (916) 808-5567.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

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

Essentials of public works contractor registration program:

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

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

Essentials of Public Works Enforcement Fund:

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

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

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

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

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

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

D. PREVAILING WAGE AND CERTIFIED PAYROLL REPORTING

All bidders shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code will be considered part of the contract agreement.

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>

1. Prevailing Wage Rates

Each Contractor to whom the contract is awarded and any subcontractor must pay the general prevailing wage rates as ascertained from time to time which shall be applicable to this project. Prevailing wages are required for locally funded projects over \$15,000 (for repair, maintenance) and over \$25,000 (for new construction). This is in compliance with SB7, as the City of Sacramento is a Charter City. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Each Contractor and any subcontractor performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at:

<http://www.dir.ca.gov/DLSR/PWD/Determinations/Northern/Northern.pdf>

Each Contractor and any subcontractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work. In those projects where federal funds are involved, as indicated by reference to or the inclusion of the federal Wage Determination in these "Instructions to Bidders," the minimum wages to be paid shall be the highest of either the State or federal prevailing wage rates.

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday recognized by the Labor Unions, the contractor shall reimburse the City of Sacramento the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

2. Payroll Records

In accordance with Section 1776 of the Labor Code, each Contractor to whom the contract is awarded and any subcontractor shall maintain accurate payroll records. Electronic certified payroll records must be submitted to the City on a weekly basis, within ten days after the end of a pay period, through an online system designated by the City. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

E. ASSEMBLY BILL No. 219 PUBLIC WORKS: CONCRETE DELIVERY

In October 2015, California Assembly Bill No. 219 expanded the definition of “public works” to include the hauling and delivery of ready-mix concrete to a public works site, with respect to contracts involving any state agency or any political subdivision of the state.

Please see the attached legislative summary and text of AB 219.



AB-219 Public works: concrete delivery. (2015-2016)

Assembly Bill No. 219

CHAPTER 739

An act to add Section 1720.9 to the Labor Code, relating to public works.

[Approved by Governor October 10, 2015. Filed with Secretary of State October 10, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 219, Daly. Public works: concrete delivery.

Existing law defines "public works," for purposes of requirements regarding the payment of prevailing wages for public works projects, to include, among other things, the hauling of refuse from a public works site to an outside disposal location with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state. Existing law makes a willful violation of law relating to payment of prevailing wages on public works a misdemeanor.

This bill would expand the definition of "public works" for these purposes to include the hauling and delivery of ready-mixed concrete, as defined, to carry out a public works contract, with respect to contracts involving any state agency or any political subdivision of the state. The bill would require the applicable prevailing wage rate to be the rate for the geographic area in which the concrete factory or batching plant is located. The bill would require the entity hauling or delivering ready-mixed concrete to enter into a written subcontract agreement with, and to provide employee payroll and time records to, the party that engaged that entity, as specified. The bill would provide that these provisions apply to public works contracts awarded on or after July 1, 2016. By expanding the definition of a crime, this bill would impose a state-

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1720.9 is added to the Labor Code, to read:

1720.9. (a) For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

(b) For purposes of this section, "ready-mixed concrete" means concrete that is manufactured in a factory or a batching plant, according to a set recipe, and then delivered in a liquefied state by mixer truck for immediate incorporation into a project.

(c) For purposes of this section, the "hauling and delivery of ready-mixed concrete to carry out a public works contract" means the job duties for a ready mixer driver that are used by the director in determining wage rates pursuant to Section 1773, and includes receiving the concrete at the factory or batching plant and the return trip to the factory or batching plant.

(d) For purposes of this section, the applicable prevailing wage rate shall be the current prevailing wage, as determined by the director, for the geographic area in which the factory or batching plant is located.

(e) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall enter into a written subcontract agreement with the party that engaged the entity to supply the ready-mixed concrete. The written agreement shall require compliance with the requirements of this chapter. The entity hauling or delivering ready-mixed concrete shall be considered a subcontractor solely for the purposes of this chapter.

(f) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the entity and to the general contractor

within three working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties in subdivision (c).

(g) This section applies to public works contracts that are awarded on or after July 1, 2016.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

F. APPRENTICE REQUIREMENTS

In accordance with Sacramento City code 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. Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices on the ground of age, ancestry, color, disability, genetic information, gender (including gender identity and gender expression), marital status, medical condition, national origin, race, religion, sex, or sexual orientation. The prime contractor shall be responsible for complying with these provisions for all apprenticeable occupations.

“In the event that a contractor or subcontractor who chooses to employ apprentices fails to comply with the provisions of this section, the city may report the contractor or subcontractor to the director of industrial relations and the California Apprenticeship Council for action as necessary under Section 1777.7 of the California Labor Code.”

Please see the California Labor Code relating to Apprentices on Public Works Projects at the following links: <http://www.leginfo.ca.gov> and/or www.leginfo.ca.gov.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

**G. REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE
(EQUAL BENEFITS ORDINANCE)**

City of Sacramento

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, 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, 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 “A.”

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

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (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
Procurement Services Division
915 I Street, Second 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 CODE

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
Procurement Services Division
915 I Street, Second 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.

**Maintenance and Repair of Curbs,
Gutters, Sidewalks and Related Items
Bid # B16151641033**

Addendum No. 1

- Item #1 The bid due date has not changed.
- Item #2 **The Pricing Schedule has been updated**. All unit prices offered must be submitted on the updated Pricing Schedule marked "Addendum 1."
Failure to submit prices on the updated schedule will result in the rejection of the bid, as "Non-Responsive."

Receipt and acknowledgement of Addendum No. 1 to B16151641033:

Contractor's Name: Franklin T. Gassaway & Sons, INC.

Signature: T. Brian Munnay

Typed or Printed Name & Title: T. Brian Gassaway / Officer

Date: 3/28/16

ADDENDUM 1

III. BID PROPOSAL DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
B16151641033**

B. PRICING SCHEDULE

**TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:**

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for the **Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items** in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
1	<u>CURB AND GUTTER REMOVAL AND REPLACEMENT</u>			
	171A	21" Vertical Curb & Gutter	LF	\$ 49.00
	171B	21" Rolled Curb & Gutter	LF	\$ 42.00
	171C	3' Vertical Curb & Gutter	LF	\$ 49.30
	171D	3' Rolled Curb & Gutter	LF	\$ 43.30
	171E	5' Vertical Curb & Gutter (Match Existing)	LF	\$ 57.00
	171F	5' Rolled Curb Gutter	LF	\$ 55.50
	171G	Gutter Overlay (3" Thick) – <i>no removal</i>	LF	\$ 15.00
	171H	Curb Only (<i>Curb Type 14A, see detail on page 33</i>)	LF	\$ 24.00
	171I	Curb Only (<i>Curb Type 14, see detail on page 33</i>)	LF	\$ 23.00
SUBTOTAL FOR LINE ITEM 1 – CURB AND GUTTER REMOVAL AND REPLACEMENT				\$ 358.10

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
2	<u>CURB AND GUTTER REMOVAL</u>			
	172A	AC Pavement Removal	Sq Ft	\$ 11.40
SUBTOTAL FOR LINE ITEM 2 – CURB AND GUTTER REMOVAL				\$ 11.40

Addendum 1
Pricing Schedule
(Page 1 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
3	<u>REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS</u>			
	173A4	0 square feet to 100 square feet – 4"	Sq Ft	\$ 18.00
	173A6	0 square feet to 100 square feet – 6"	Sq Ft	\$ 19.00
	173B4	101 square feet to 300 square feet – 4"	Sq Ft	\$ 13.00
	173B6	101 square feet to 300 square feet – 6"	Sq Ft	\$ 14.50
	173C4	301 square feet to 500 square feet – 4"	Sq Ft	\$ 10.90
	173C6	301 square feet to 500 square feet – 6"	Sq Ft	\$ 12.40
	173D4	501 square feet and over – 4"	Sq Ft	\$ 9.25
	173D6	501 square feet and over – 6"	Sq Ft	\$ 10.25
	173E	Removal of Sidewalk, Plus Fill – (if a portion of the sidewalk or park strip is to be removed and not replaced, this amount will be deducted if the property owner or City performs the work)	Sq Ft (per 4" depth)	\$ 5.20
	173F	Aggregate Base – (max 4" lifts) (as per Section 10.7, City of Sacramento Standard Spec for class 2 aggregate base)	Sq Ft	2.40
	173G	Additional Score Lines to Match Adjacent Sidewalk (including Historical Sidewalk Scoring Pattern, see detail on page 36)	Sq Ft	2.35
SUBTOTAL FOR LINE ITEM 3				\$ 117.25
- REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS				

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
4	<u>DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT</u>			
	174A	4" Thick Driveway, Remove and Replace, 100 square feet or less	Sq Ft	\$ 15.25
	174B	4" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 12.80
	174C	6" Thick Driveway, Remove and Replace, less than 100 square feet	Sq Ft	\$ 16.75
	174D	6" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 14.30
SUBTOTAL FOR LINE ITEM 4				\$ 59.10
- DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT				

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
5	<u>TREE ROOT REMOVAL</u>			
	175A	Tree Root Removal	Sq Ft of Surface	\$ 6.35
SUBTOTAL FOR LINE ITEM 5 - TREE ROOT REMOVAL				\$ 6.35

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
6	<u>MISCELLANEOUS SERVICES</u>			
	176A	V-Gutter Removal and Replacement	LF	\$ 39.50
	176B	Gutter Drain, Setting Drain, Type 20's	EA	\$ 10.00
	176C	Set Hood and Grate for A&B Boxes, Including Dig Out and Mortar Finish Inside of the Installed Box	EA	\$ 25.00
	176D	Bus Stops, 3' Rolled, 10" thick, Includes Rebar (<i>Remove and replace</i>)	LF	\$ 69.00
	176E	Bus Stops, 3' Vertical, 10" thick, Includes Rebar (<i>Remove and replace</i>)	LF	\$ 74.00
	176F	Bus Stops, 5' Rolled, 10" thick, Includes Rebar (<i>Remove and replace</i>)	LF	\$ 80.00
	176F1	Bus Stops, 5' Vertical, 10" thick, Includes Rebar (<i>Remove and replace</i>)	LF	\$ 85.00
	176G	Curb Ramps (<i>Remove and replace; City will provide the truncated dome tile</i>)	Sq Ft	\$ 21.00
	176H	Curb Ramps, Historical (<i>Remove and replace</i>)	Sq Ft	25.25
	176H1	Install Truncated Domes. (<i>Remove and replace cast-in-place truncated domes; City will provide the truncated dome tile</i>)	EA	30.00
	176I	Concrete Saw Cutting (<i>shall be done with a power driven abrasive type saw, minimum depth 3-1/2"</i>)	LF	6.75
	176J	Replace Backfill Area with Sod - as requested. (<i>total to include cost of sod, labor to install and pick-up of materials</i>)	Sq Ft	4.50
SUBTOTAL FOR LINE ITEM 6 - MISCELLANEOUS SERVICES				\$ 470.00

<u>BID TOTAL</u> (Sum of Subtotals 1, 2, 3, 4, 5, and 6, above)	\$ 1022.20
--	-------------------

Company Name: Franklin T. Gassaway & Sons Inc

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (*continued*)

Pricing Schedule Notes:

1. In determining the amount bid by each bidder, the 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 face of 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.
2. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity of work to be performed for said item, the item 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 bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the City's estimate of the estimated quantities of work to be performed as items of work.
3. 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 deemed *Non-Responsive* and disregarded.
4. The Contractor submitting this Bid Proposal has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the Contractors in making up this Bid Proposal.

Addendum No. 1 ✓ F.T.
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____

CONTRACTOR:

Franklin T. Gassaway & Sons Inc.

By: F.T. Gassaway
(Signature)

Title: Officer

Address: 132 Layson Teal Ct
(No P.O. Box - Physical Address ONLY)

Roseville CA 95747
(City) (State) (ZIP Code)

Telephone No.: (916) 749-5462

Fax No.: _____

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

68-0196472

eMail: F.T.Gassaway@yahoo.com

Contractor's License No.: 575507, Classification: C-8, C-12, C-42, expiring on
(date) 8/31/17

Contractor's DIR Public Works Contractor Registration Number 1000011139

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three years of the date of my signature below.

EXCEPTION:

Date	Violation Type	Place of Occurrence
If additional space is required use back of this form.		

*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Franklin T. Gassaway & Sons Inc

BY: *[Signature]* Officer Date: 3/28/16

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

SECTION III – BID PROPOSAL DOCUMENTS**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items****G. 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:**
C-8, C-12, C-42 8/31/17 #575507
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
 Yes No
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No

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

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

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

Yes

No

Not applicable

OR

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

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

Yes

No

Not applicable

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

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

Yes

No

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

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

Yes

No

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

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

Yes No

OR

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

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

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

Yes No

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

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

Yes No

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

VERIFICATION AND SIGNATURE

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

Signed at 132 Laysan Trail Ct. Roseville, CA, on 3/28/16.
(Location) (Date)

Signature: 

Print name: T. Brian Gassaway

Title: Officer

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.

**EQUAL BENEFITS ORDINANCE
DECLARATION OF COMPLIANCE**

Franklin T. Gassaway & Sons Inc.
Name of Contractor

132 Laysan Trail Ct Roseville, CA 95747
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") 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 of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000 in total value.
4. 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.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)

5. 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.

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items

H. 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.

Franklin T. Gassaway & Sons Inc
Bidder

BY: J. Brian Murray

Title: Officer

Address: 132 Laysan Teal Ct
Roseville, CA 95747

Date: 3/28/16

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)

Fiscal Year 2017 - Price Sheet
Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

CODE	DESCRIPTION OF WORK	UNIT	PRICE	DIMENSIONS	QTY	CODE
1. CURB AND GUTTER REMOVAL AND REPLACEMENT						
1A	21" Vertical Curb & Gutter	LF	\$63.42		=	171A
1B	21" Rolled Curb & Gutter	LF	\$56.02		=	171B
1C	3' Vertical Curb & Gutter	LF	\$62.96		=	171C
1D	3' Rolled Curb & Gutter	LF	\$58.84		=	171D
1E	5' Vertical Curb & Gutter (Match Existing)	LF	\$76.59		=	171E
1F	5' Rolled Curb Gutter	LF	\$78.08		=	171F
1G	Gutter Overlay (3" Thick) -- no removal	LF	\$14.78		=	171G
1H	Curb Only (Curb Type 14A)	LF	\$34.38		=	171H
1I	Curb Only (Curb Type 14)	LF	\$32.89		=	171I
2. CURB & GUTTER REMOVAL						
2A	AC Pavement Removal	LF	\$10.80		=	172A
3. REMOVE AND REPLACE SIDEWALK, ALLEY AND DRIVEWAY CUTS						
3A4	0 square feet to 100 square feet -- 4"	SQFT	\$19.38	X	=	173A4
3A6	0 square feet to 100 square feet -- 6"	SQFT	\$20.20	X	=	173A6
3B4	101 square feet to 300 square feet -- 4"	SQFT	\$16.92	X	=	173B4
3B6	101 square feet to 300 square feet -- 6"	SQFT	\$16.35	X	=	173B6
3C4	301 square feet to 500 square feet -- 4"	SQFT	\$14.60	X	=	173C4
3C6	301 square feet to 500 square feet -- 6"	SQFT	\$15.39	X	=	173C6
3D4	501 square feet and over -- 4"	SQFT	\$12.95	X	=	173D4
3D6	501 square feet and over -- 6"	SQFT	\$14.50	X	=	173D6
3E	Removal of Sidewalk, Plus Fill	SQFT	\$7.20	X	=	173E
3F	Aggregate Base (max 4" lifts)	SQFT	\$4.52	X	=	173F
3G	Additional Score Lines to Match Adj. SW	SQFT	\$1.74	X	=	173G
4. DRIVEWAY APPROACHES REMOVE AND REPLACE						
4A	4" Thick remove & replace <100sqft	SQFT	\$19.27	X	=	174A
4B	4" Thick remove & replace >100sqft	SQFT	\$17.17	X	=	174B
4C	6" Thick remove & replace <100sqft	SQFT	\$20.62	X	=	174C
4D	6" Thick remove & replace >100sqft	SQFT	\$18.00	X	=	174D
5. TREE ROOT REMOVAL						
5A	Tree Root Removal	SQFT	\$8.85	X	=	175A
6. MISCELLANEOUS SERVICES						
6A	V-Gutter Removal and Replacement	SQFT	\$45.94	X	=	176A
6B	Gutter Drain, Setting Drain, Type 20's	SQFT	\$159.03	X	=	1 6B
6C	Set Hood and Grate for A&B Boxes	EA	\$304.53		=	176C
6D	Bus Stops, 3' Rolled, 10" thick	EA	\$73.43		=	176D
6E	Bus Stops, 3' Vertical, 10" thick	LF	\$79.04		=	176E
6F	Bus Stops, 5' Rolled, 10" thick	LF	\$94.87		=	176F
6F1	Bus Stops, 5' Vertical, 10" thick	LF	\$97.84		=	176F1
6G	Curb Ramps	SQFT	\$26.64	X	=	176G
6H	Curb Ramps, Historical (R&R)	SQFT	\$31.31	X	=	176H
6H1	Install Truncated Domes	EA	\$154.77		=	176H1
6I	Concrete Saw Cutting	LF	\$7.60		=	176I
6J	Replace Backfill Area with Sod	SQFT	\$6.31	X	=	176J
7. OTHER CUSTOM WORK						
7A	Custom Work	EA			=	177A

CPI: (N/A)

A* Arborist fee is \$110.00 for two hours.

AGREEMENT

(Maintenance Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and _____, G&G Concrete, Inc., 3875 Taylor Road, Suite D, Loomis CA 95650, ("Contractor").

The City and Contractor 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 AND TERM OF CONTRACT

- A. 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:

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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

- B. A general scope of work is contained in the Technical Specifications and may be further defined in a job/task order. Work shall be assigned to Contractor by City on an individual job or task basis, by City's issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Contract, and the Contractor shall perform, comply with and be subject to all provisions of this Contract with regard to any work performed pursuant to any such job/task orders. The job/task orders may involve varying levels of effort during the term of the Contract. The need for services may not be continuous during the term. It is understood and agreed by Contractor that no services at all may be required by City under this Contract. The City will contact Contractor regarding a specific job/task. Contractor shall not commence work prior to receiving a notice to proceed from the City.
- C. The initial term of this Contract is one (1) year from the date of City award. The City may extend the Contract term in writing for additional successive one (1) year periods, provided that the total Contract term including any such extensions shall not exceed five (5) years.

5. CONTRACT AMOUNT AND PAYMENTS

- A. Pursuant to Sacramento City Code Section 3.60.180, the Contractor is required and agrees to pay the State of California, Department of Industrial Relations prevailing wage rates for covered trades employed. The prevailing wage rates may be found at <http://www.dir.ca.gov/dlsr/pwd/>. For job/task orders of \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code. Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Contractor is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. Payment for each job or task shall be authorized by job/task order as provided in Section 4, above, and City shall have no responsibility or liability for any payment not authorized by a City-issued job/task order. All payments shall be made 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.
- C. Unit prices and hourly rates shall not exceed the amount(s) set forth in Contractor's Proposal Form, provided that for each year the Contract term is extended, to account for inflation, the unit prices and hourly rates set forth in Contractor's Proposal Form shall be increased by an amount equal to three (3) percent or the percentage increase for the previous 12 month period in the Consumer Price Index (CPI), San Francisco area, whichever is less.
- D. Subject to deductions, withholdings and additions as specified in the Contract Documents, Contractor shall be paid the sum computed at such unit prices or hourly rates, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual hours worked or actual amount of each such unit price item performed and/ or furnished and incorporated in the Work.
- E. **Maximum Annual Payment:** The total amount paid for all Work authorized by job/task orders during any one year term of the Contract shall not exceed \$ N/A .

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 (in the format required by City) 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 by City of the Work specified in the job/task order. Acceptance by Contractor of the final payment for a job/task order 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 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. Statements may be personally delivered or mailed to:

**City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Bldg. 9
Sacramento CA 95822**

ATTN: Erick Talavera

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 for a job or task as directed in the City-issued job/task order and shall diligently prosecute the Work to final completion. The continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

If so specified in a City-issued job/task order, the Work required by the job/task order shall be brought to completion in the manner provided for in the Contract Documents on or before the date specified in the job/task order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete such 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 any 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, 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 acceptance of the Work, 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 City acceptance of the Work performed for the applicable job/task order. 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 City acceptance of the Work performed for the applicable job/task order.

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 Work specified in a job/task order were not completed by the Completion Date specified therein 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 specified in a job/task order by the Completion Date specified therein, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete such Work within such time.

- B. If a job/task order specifies a Completion Date for the Work required by the job/task order, Contractor shall pay liquidated damages to City for failure to complete such Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of N/A for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such 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.

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

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.
- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of 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 therefore 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; sit-downs; 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 specified in a job/task order (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, if the applicable job/task order specifies a Completion Date, 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 issuance by City of a revised job/task order granting such extension of the Completion Date. 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 as provided herein.

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 by a job/task order are not completed as of the Completion Date specified in the job/task order, if any (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. 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

- A. 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):
- (1) For Work executed pursuant to approved job/task order(s) 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;
 - (2) For reasonable expenses directly attributable to termination.
- B. 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 Surety(ies) 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, either 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. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

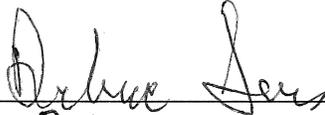
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

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

DATE: 5/17/2016

BY G & G Concrete Inc.
Shane Gossaway 
Print Name
President

Title
BY 
Rebecca Ives
Print Name
Secretary

Title
Federal ID# 72-1557051

State ID# 433 7016 2

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained) 105600

Type of Business Entity (**check one**):

- Individual/Sole Proprietor
- Partnership
- Corporation (Two Signatures Required)
- Limited Liability Company
- Other (**please specify:** _____)

CITY OF SACRAMENTO
A municipal corporation

DATE: _____

BY _____

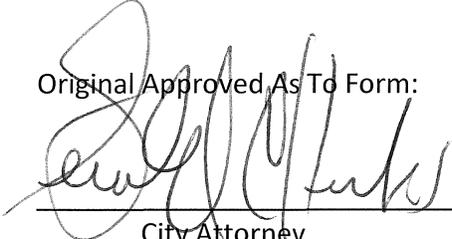
Jerry Way

Print Name
Director of Public Works

Title

For John F. Shirey, City Manager

Original Approved As To Form:



City Attorney

Attest:

City Clerk

**Invitation for Sealed Bids
and Contract Specifications**

for

**MAINTENANCE AND REPAIR OF CURBS,
GUTTERS, SIDEWALKS, AND RELATED ITEMS
BID # B16151641033**

Project Description:

Work-order/task-based maintenance and repair of curbs, gutters, and sidewalks and installation of curb ramps, citywide. There will be multiple contract awards.

Pre-Bid Conference:

1:30 p.m.
Wednesday, March 16, 2016

at:
South Area Corporation Yard
5730 24th Street, Building 9
Sacramento CA 95822

Bids to be received before:

2:00 p.m.
Wednesday, March 30, 2016

at:
Office of the City Clerk
New City Hall, 5th Floor
915 I Street
Sacramento CA 95814

Project Manager:

Erick Talavera
Operations General Supervisor
(916) 808-2272
etalavera@cityofsacramento.org

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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NOTICE TO CONTRACTORS

Sealed Bid Proposals will be received by the City of Sacramento Office of the City Clerk at the New City Hall, 915 I Street, 5th Floor, up to the hour of 2:00 p.m. on **March 30, 2016** and will be opened as soon thereafter as business allows, on **March 30, 2016**, in the Hearing Room, 2nd Floor, Historic City Hall for:

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed Proposals shall be submitted on the printed forms contained in the Invitation for Bid and enclosed in an envelope marked:

Sealed Bid Proposal for: Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items (Bid No. B16151641033)

Official electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page:

PLANET BIDS

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

Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

Bid information obtained from third party sources will not be considered official and not fulfill a bidder's responsibility for obtaining all official bid information as posted on our official site at the link above.

All bidders are invited to attend an optional Pre-Bid Conference at the South Area Corporation Yard, 5730 24th Street, Bldg. 9, Sacramento CA 95822, on Wednesday March 16, 2016, at 1:30 p.m.

Questions regarding this bid should be referred to the Project Manager. All inquiries should be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding..

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

Contractors and subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less.

The City of Sacramento has an approved Labor Compliance Program. The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007. Each contractor and every lower-tier subcontractor must submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Bid protests must be filed 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 to be considered valid in accordance with City of Sacramento Resolution No. 2003-231, dated April 29, 2003. As used herein, 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, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of 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, New City Hall; Sacramento, CA 95814.

City of Sacramento
FORMAL BID / PROPOSAL DELIVERY OPTIONS

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS): - Regular First Class - Certified or Return Receipt - Priority - Express	Office of the City Clerk P.O. Box 122391 Sacramento, CA 95812-2391
2.	Expedited Services: - FedEx - UPS - DHL	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814
3.	Personal Delivery: - Hand Delivery - Courier	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

1. Terms and Definitions

Wherever in the Scope of Work, Technical Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

ADA –	Americans with Disabilities Act of 1990
City –	City of Sacramento
MUTCD –	2014 California Manual on Uniform Traffic Control Devices, and any amendments and revision thereto
Director –	Director of Public Works, City of Sacramento
Standard Specifications –	City of Sacramento Standard Specifications for Public Construction, August 14, 2007, and Addendums (or any updated City Standard Specifications when adopted). http://www.cityofsacramento.org/Utilities/Resources/Specs-and-Drawings
Department –	Department of Public Works, City of Sacramento
Inspector –	The Maintenance Services Division has designated Construction Inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Projects Construction Inspector.
Project Manager –	The Operations General Supervisor assigned to oversee Concrete Maintenance for the City of Sacramento
Working Day –	Defined as any eight (8) hour day, except as follows: Saturdays, Sundays, City-observed holidays, and other days the City is closed, as shown on the City of Sacramento Working Calendar, days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Inspector from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

2. Scope

This Contract is for concrete work primarily limited to curbs, gutters, sidewalks, and related items located throughout the City of Sacramento. The individual jobs typically range in size from 6 square feet to 600 square feet. The City will make repayment for this work.

The Contractor must provide all labor, material, tools, and equipment necessary to complete all work in a workmanlike manner. All work must be performed in accordance with contractual documents, including the specified Work Order(s) and the Project Manager's or designated Inspector's instructions, and shall comply with the City of Sacramento Standard Specifications for Public Works Construction, including but not limited to Section 10 – Construction Materials, Section 17 – Laying Base, Section 18 – Side Forms and Headers, and Section 24 – Curb, Gutter, Sidewalks, and Gutter Drains. Additionally, all work shall comply with the attached drawings that incorporate the latest ADA requirements, as well as the City of Sacramento's Sidewalk Closure Policy and Standards, dated August 14, 2007. In the event these standards and specifications should be changed, revised or updated, Contractor will be provided with the new documents. At the time new standards and specifications are distributed, Contractor will be required to follow updated requirements.

Additional requirements:

- a. Lamp Black is required and shall be added to the concrete mix at the rate of one (1) pound of per cubic yard of concrete, unless otherwise directed by the City Inspector.
- b. Doweling is required on all sidewalk, curb, and gutter projects.
- c. Asphalt and concrete removal cuts shall be neat and straight, and made with a City-approved saw.
- d. Root inspection/root cutting: The Contractor shall contact the City Arborist to schedule a root inspection 48 hours prior to removing the sidewalk. Once the appointment for the root inspection has been set, the Contractor is responsible for removing the concrete and excavating to expose the roots prior to the Arborist's arrival. After completing the inspection, the Arborist will then recommend how the tree roots are to be cut.

Tools required for this work are, but not limited to: pneumatic or hydraulic jackhammer, gas driven abrasive concrete saw (water-cooled blasé), mechanical compaction equipment, miscellaneous hand tools, etc.

3. Period of Performance

Period of Performance will begin on July 1, 2016 (or upon date of award by City Council, if later) and end June 30, 2017 with the option to extend two additional years. Extensions are not guaranteed, will be agreed upon and in writing.

Option Period One will begin July 1, 2017 and end June 30, 2018.

Option Period Two will begin July 1, 2018 and end June 30, 2019.

4. Option Period(s)

The successful bidder/offeror grants the Option Period(s) listed in the Pricing Schedule to the City of Sacramento. The Option Period(s) may be exercised at any time up to within 30-calendar days of the contract completion date. Exercise of the Option Period(s) occurs upon mailing of written notice to the Contractor. The Option Period(s) will be exercised at the sole discretion of the City of Sacramento.

At the time the Option Period(s) are exercised, annual adjustments to account for inflation may be added to the total per item charge as indicated in the Pricing Schedule. This annual adjustment will be based on CPI information as well as current material costs and market conditions specific to this work. Any increase granted shall not exceed four (4) percent above the previous year's pricing.

The City will also look to see if a cost savings is due to the City, based on the CPI, market conditions, and material costs specific to this work. If a cost savings is due to the City, the Pricing Schedule will be adjusted accordingly.

5. Contract Pricing

The Contractor shall furnish fully-burdened pricing, including all labor, materials, tools, arrow boards, message boards, equipment, sediment vacuums, water supply, and incidentals for doing all work involved in the execution of this contract. No additional compensation will be allowed.

A contract for the services described in this Invitation for Bid (IFB) will not be awarded to the single lowest responsible bidder at its bid price – this is a multiple award contract. Instead, the City will review all bids for technical capability, responsibility, and responsiveness.

All of bid submissions that are found to be technically capable, responsible, responsive, and their pricing is found to be within the competitive range will be awarded a contract with the City in the following manner:

1. The City will evaluate the line item unit price(s) submitted by each responsible, responsive, and reasonable bidder. The City will arrive at the contract line item price by deleting the highest and lowest unit bids submitted for each line item(s). Those values that remain will be averaged, and the sum will be the established unit price for that particular line item(s). This is the value that the City of Sacramento will pay for that line item to all of the contractors to whom a contract is awarded.
2. The City will then establish the Primary and Secondary lists of contractors. The primary list will consist of up to seven contractors whose bid submissions were found to be the lowest, responsible, and responsive bidders. The remaining contractors will be added to the secondary list in the order of established above.

At the time the Option Period(s) is due to be exercised, the Contractor will have an opportunity to increase pricing, as provided in Section 4, Option Period(s), above. The Contractor's request must be submitted in writing on company letterhead 30-days prior to the exercise of the option period(s). At this same time, the City will do an analysis to

see if a cost savings is due to the City. The analysis will take into consideration the CPI, market conditions, and material(s) pricing. All bidders to whom a contract is awarded will then be paid this same amount for each of the line item(s).

6. Primary and Secondary List of Contractors

As stated in Section 5, above, the City has a requirement for up to seven contractors throughout most of the year, subject to weather conditions and other constraints. Therefore, the City will establish a primary list of contractors consisting of up to seven contractors.

When the primary list is full, a secondary list will be established and used as needed. The City may award new contract(s) using the established unit price list at any time during the contract period.

The City of Sacramento will prioritize and assign work to the Contractor(s) on the primary list for the specific Neighborhood Service Area that the Contractor(s) is assigned to. During any period when all Contractors on the primary list are working and additional contractors are required, the City will utilize the secondary list.

Both the primary and secondary list(s) are rotational - within their own group. In the event, that a Contractor falls off of the primary list, another contractor may be moved up from the secondary list based on operational need. The City of Sacramento does not guarantee work to any Contractor. Work Order packages will be distributed among contractors who are assigned to a specific Neighborhood service area, unless the City of Sacramento Inspector and/or designated Project Manager has identified a specific need in one of the neighboring service areas, at such time the Contractor may be required to perform work in an area other than the usual assigned area.

7. Assignment of Work

The Maintenance Services Division has designated inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Project Inspector. Contractors will typically be rotated amongst the five Neighborhood Service Area(s) on a bi-annual basis. Upon assignment of the Street Order Repairs, the Inspector will call the Contractor to pick-up the repair order package.

Contractors must contact the Inspector to whom they are assigned by telephone, email, or text message each business day no later than 8:00 a.m. with the following information: (a) Work location; (b) Whether the Contractor would like to meet with the Inspector for questions or clarification. If the Contractor is unable to make contact with their assigned Inspector, they are responsible for contacting the Lead Inspector by phone or email.

For the life of the contract, Contractor shall maintain a telephone and/or answering machine that will enable the Inspector to make contact with the Contractor at all times – cellular phones are acceptable.

8. Demerits

In the event that the contractor does not perform in accordance with the contract's Terms and Conditions, Scope of Work, the City of Sacramento's Standard Specifications for Public Works Construction, Sidewalk Closure Policy and Standards, and the designated inspector, a demerit will be assessed. Specifically, a demerit will be assessed for the following occurrences:

- a. Failure to begin assigned work at the job site at the time(s) indicated by the Project Manager or designated Inspector.
- b. Unavailability for work at the time, date, and/or jobs as directed by the City.
- c. Failure to provide qualified personnel and/or proper equipment as determined by the City's requirements.
- d. Failure to follow the Inspector's work requirements and directions.
- e. Unsatisfactory or unsafe work habits, conditions, and/or employees.
- f. Sub-standard work, as determined by the Inspector and failure to correct all substandard conditions noted within 24-hours.
- g. Failure to contact the City by telephone or in person during the hours specified below.
- h. Violation of any of the work contracted requirements, as stated in the contract's terms and conditions, the City of Sacramento's Standard Specifications for Public Construction, and the City of Sacramento's Sidewalk Closure Policy and Standards.
- i. Failure to follow ADA requirements.
- j. Failure to complete utility cuts within 15 calendar days after receiving the work order.

When a demerit is assessed to a Contractor, a written notification will be provided detailing the violation.

9. Removal and Reassignment from the Primary List to the Secondary List

In the event Contractor(s) assigned to the Primary List receives a total of three (3) demerits in one contract year, Contractor(s) will be removed from the Primary List and will be reassigned to the bottom of the Secondary List. In the event Contractor(s) is/are removed from the Primary List, the top listed vendor from the Secondary List may be moved to the Primary List.

If a Contractor(s) is/are removed from the Primary List after receiving three (3) demerits in one contract year, the Contractor will be advised by telephone of his/their removal. The removal will be confirmed in writing. The Operations General Supervisor will notify all Contractors of their new/revised numerical standing on both the primary and secondary lists.

Assignment from the Secondary List to the Primary List will be at the discretion of the Operations General Supervisor.

10. Invoicing and Payment

Upon completion of a work assignment, the Contractor will submit all invoices to be inspected and approved by the area inspector. The City will pay all invoices on a Net 30 basis.

Invoices for payment shall not be submitted until all work is complete, ready for final inspection, and accepted by the Inspector. All invoices shall be sufficiently detailed to allow for thorough analysis prior to approval. Those invoices that do not provide sufficient information or are not in the approved format shall be returned immediately to the Contractor. Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor. The Net 30-day payment term does not begin until a complete and correct invoice is accepted by the City.

The invoice shall, at a minimum, include the following information:

1. Contractor letterhead, including address
2. Contract Name
3. Description of services billed under this invoice.
4. Date of Invoice Issuance
5. Invoice Number
6. City's Purchase Order Number
7. City's Work Order Number
8. Amount of the Invoice

Invoices shall be mailed or hand delivered to:

City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Building 9
Sacramento, California 95822

11. Commencement and Execution of Work

Contractor shall commence work within two business days from receipt of the Street Work Order from the City Inspector. Commencement of work means to engage in a continuous program onsite including, but not limited to, site posting, site clearance, grading, dredging, landfilling, and the fabrication, erection, or installation of the work and clean-up of site.

Contractor shall notify the resident(s) of the property of any scheduled work to be done 72-hours prior to commencement of any work with a door hanger, provided by the City of Sacramento. Contractor is to provide a temporary traffic control plan and any traffic impact-related public outreach in a timely manner prior to commencing work.

In the event the property is located in an area with parking meters, the Contractor is responsible for notifying their area inspector at least 72-hours prior to the commencement of work. This notification is in addition to the 72-hour notification to the property owner.

No subcontractors shall be allowed to provide work except for specialized services and must be approved, in advance, by the Operations General Supervisor.

12. Survey Monuments

Contractor shall notify the Inspector three (3) business days prior to removing curb, gutter, and sidewalk within the curb return areas in order for the Inspector to check and reset centerline monumentation. An administrative charge of \$1,000, up to \$2,500, will be assessed for each curb return areas removed in violation of these instructions.

13. USA Requirements

Contractor shall comply with California Government Code 4216, CalOSHA Title 8, Section 1541, and USA North regulations. The Contractor is responsible for clearly marking the work area. **All USA markings (painted or other) shall be removed upon completion of the excavation activities prior to the invoice being submitted.** The limits of the removal shall be the length and width of the curb, gutter, and sidewalk repair project. Removal shall be by sand blasting, high-pressure wash or a method approved in advance by the Engineer or Inspector. Removal shall be accomplished in a manner that leaves the site in a condition equal to or better than before the markings were placed.

14. Assessment of Administrative Penalties

Contractor must comply with all Section and Provisions of Sacramento City Code, specifically Title 8, Chapter 8.68 (as it relates to noise) and Title 12, Chapters 12.04-12.32 (as it relates to sidewalk regulations, construction and repair) or suffer penalties as stated in Chapter 12.20 of Title 12, Section 8.68.220 and Section 8.680.280 of Title 8 and Subsection (l) of Section 3.60.360 of Title 3 of the Sacramento City Code relating to Construction and Other Work in the City Streets.

15. Street and Lane Closures – Temporary Traffic Control

The Contractor is responsible for adhering to all guidelines as stated in Section 12.20.0202 of Title 12 of the City Code pertaining to the Closure of Streets for Work. The Contractor shall submit a Traffic Control Plan to the Inspector to whom the Contractor is assigned at least 10 days prior to the commencement of work. The Traffic Control Plan shall be developed within the following parameters:

- a. Contractor must adhere to all guidelines as stated in Section as.20.030 of Title 12 of the Sacramento City Code pertaining to the Traffic Control Plan – Requirements and Section 6-10 of the Standard Specifications for Public Construction.
- b. Traffic flow plans shall include the placement of barricades and warning signs. The plan shall outline the work order, duration of work, and methods for moving traffic through the construction area. Normal passage shall be available to pedestrians and meet all ADA requirements for user with disabilities. The plan shall show the flow of movement for pedestrian and bicycle traffic altered by the construction or excavation. Traffic Control Plans are to follow the guidelines and requirements of the *California Manual of Uniform Traffic Control Devices*.
- c. Arrow and message boards for lane closures will be used at the direction of the City, or as required by the approved traffic control plan.

- d. Contractor is responsible for monitoring and maintaining all traffic and pedestrian control features, devices, and equipment from start to completion of the repair and maintenance project and/or as directed by the Inspector.
- e. Contractor is responsible for coordinating with the City of Sacramento's Utility Department at least five (5) days prior to the commencement of work requiring fire hydrant shutdown. Contractor shall provide the fire hydrant shutdown schedule to the Inspector at least five (5) days in advance of work commencement.

16. Holiday Season Street Work Moratorium

To reduce traffic congestion during the holiday season, no construction or maintenance projects will be allowed on any of the streets listed on Exhibit D during the holiday season. The holiday season begins Thanksgiving Day and ends on the first workday after New Year's Day. Exceptions may be approved on a case-by-case basis.

No street or sidewalk work, cuts, or trenching will be allowed during this period on the listed streets. All existing street work that cannot be completed prior to the moratorium shall be back filled and paved. All barricades and barriers shall be removed from all travel lanes.

Only emergency repairs will be permitted during this holiday period. All such repairs shall be immediately reported to the assigned Inspector, not later than one hour of the determined need. If an emergency arises during the City's non-working hours, notification to the above office shall be made prior to 9:00 a.m. of the following workday.

17. Materials

Construction materials shall conform to Section 10, Construction Materials, of the City of Sacramento's Standard Specifications for Public Construction.

- a. Concrete
 - i. All concrete placed shall contain six (6) sacks (576 lbs.) of Portland cement per cubic yard and shall have a maximum size for coarse aggregate of one inch (1").
 - ii. Portland Cement used in said concrete shall conform to the American Society for Testing Materials Designation C150, Type II.
 - iii. Unless otherwise specified, all work for curb, gutter, and sidewalks shall conform to Section 24 – Curbs, Sidewalks, and Gutters of the City of Sacramento's Standard Specifications for Public Construction (June 2007).
 - iv. Concrete shall contain 1 pound of lamp black per cubic yard of concrete, unless otherwise directed by the Work Order or the City Inspector.
 - v. Original concrete load tags shall be retained by Contractor for a minimum of one (1) year after completion and acceptance of a project and provide them to the City upon request.

b. Reinforcing Steel

Reinforcing steel shall conform to Section 52, Bar Reinforcement, in the State of California, Department of Transportation. Unless otherwise provided by the Special Provisions, bar reinforcement shall be deformed and shall be Grade 60 conforming to the “Deformed Billet-Steel Bars for Concrete Reinforcement” (ASTM Designation A 615).

Welded steel wire fabric for concrete reinforcement shall conform to ASTM Designation: A 185. The gauge of the wire and the dimensions of the mesh will be shown on the plans.

c. Curb Dowel and Tie Bars

Dowel and tie bars for curbs shall conform to ASTM Designation: A 165, Grade 60 or Grade 40 may be used at the Contractor’s option.

d. Excavated Materials and Spoils

Contractor shall remove all excavated and spoil materials from the job site daily unless authorized by the Inspector. Failure to remove the excavated and spoil materials will result in a demerit.

e. City Provided Materials

The City of Sacramento shall provide the following materials: rubber sidewalk panels, sidewalk metal plates and specs, sidewalk drains, gutter drain, door hangers, and No Parking postings.

18. Grading

Subgrades for pavement, curb and gutter, sidewalk, lined channels and ditches, or for rock base under pavements shall be furnished accurately and true to the lines and sections shown on the plans, within a tolerance of + or -0.05 feet. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of not less than ninety five percent (95%). The subgrade shall be free of segregated material and shall be smooth and true to the required grade and cross section. The Contractor will repair at his expense any damage to a prepared subgrade caused by his operation or by use of public traffic. No material shall be placed upon the prepared subgrade until it is in a condition meeting the requirement specified.

19. Landscape and Irrigation

- a. The Contractor will be required to backfill all areas between (a) the back of the curb and sidewalk, and (b) back of sidewalk and property line.
- b. Landscape fill shall consist of fertile, friable soil of loamy character. It shall be obtained from well drained, arable land and shall be free from subsoil, refuse, roots, heavy or stiff clay, stones larger than one inch (1”) in size, coarse sand, noxious weeds such as Bermuda, Nut Grass and Morning Glory, stocks,

brush, litter and other deleterious substances. Topsoil shall be capable of sustaining healthy plant life.

- c. When requested by the City, the Contractor will provide sod replacement in areas behind the curb in park strip areas and behind the sidewalk as deemed necessary and authorized by the Inspector. Payment for this work will be paid on a square foot price as listed on the Pricing Schedule of this contract.
- d. Contractor is responsible for repairing and replacing any irrigation that is damage through the excavation or replacement work of the project.
- e. Contractor must complete all repairs within 24-hours of notification from the inspector.

20. Gutter Drains

Cast iron gutter drains of the type indicated by the plans shall be installed at points designated. The types of Standard City of Sacramento Gutter Drains are provided in the Standard Specifications for Public Works Construction, Section 38, Standard Drawings. The drains to be set under this contract will be furnished by the City. Gutter drains shall be cemented flush with the surface of the concrete gutter, and/or curb.

21. Erosion and Sediment Control

Attention is directed to Section 16-3, Erosion, Sediment, and Pollution Control, of the City of Sacramento Standard Specifications and the Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control, dated June 2007. Before starting on the project, the Contractor shall submit for acceptance by the Inspector, an erosion and sediment control plan. The plan shall be implemented during construction of the project to control the major sources of urban runoff pollution from the construction site, including erosion, sedimentation, and improper handling/storage of construction materials and equipment. The elements listed below shall be considered in the development of the plan and the plan shall include sufficient detail to assure the objectives will be satisfied.

- a. Wash water, slurry and sediment from concrete and asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be vacuumed and disposed of by Contractor in a manner approved by the Inspector. No dumping into tree wells or other planting areas, or open cuts.
- b. Vegetation Stabilization – Preservation of existing vegetation; seeding and planting; mulching; providing grassy swales and buffers.
- c. Physical Stabilization – Jute Netting; Drain Outlet Protection; Dust Control; Rocked or Paved driveways from project site to street to prevent tracking dirt unto the public right-of-way and gutters.
- d. Sediment Controls – Silt fences; check dams; straw bale barriers; sandbag barriers; rock filter beds; sediment traps, sediment basins, drop inlet protection

such as straw bales, gravel traps and filters, burlap filters, and sandbag protection.

- e. Specific Maintenance Plan and Program - Establishes a frequency of checking erosion and sediment controls after they have initially have been constructed through the end of the project.
- f. Construction Site Housekeeping Practices – Stabilized construction entrances; solid waste management; material storage and delivery; concrete waste disposal; hazardous materials management; maintenance and cleaning; spill prevention and control; daily maintenance and clean-up.
- g. Concrete Waste Management-Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including leftover concrete and material from washing out the concrete truck, shall not be disposed of in a trench or washed into the storm drain system.

22. Barricades

The Contractor will furnish and place Type 1 barricades, in good condition, when they remove the curb, gutter, and/or sidewalk. The City will only supply barricades when the City does the removal. Barricades shall remain in place a minimum of 72-hours after concrete has been poured on new curb and gutter. Barricades shall be placed so as to prohibit vehicles from parking adjacent to new work; spacing shall not exceed twenty (20) feet between barricades.

Barricades used and set-up on the sidewalk and curb ramp construction shall be equipped with all necessary features such as, upper and lower railings, signs, lights, etc., that are required to comply and meet all ADA regulations pertaining to disabled pedestrian traffic and pedestrian control. Reference the City of Sacramento Sidewalk Closure Policy and Standards, dated August 14, 2007.

Contractor shall be responsible for monitoring and keeping barricades placed on curb and gutter work site during the 72-hours requirement period and/or until paved back by City Crews. Contractor is responsible for barricade removal once all time requirements have elapsed and/or City crews have completed pave-back work.

All other barricades shall be removed within 24-hours of completion of concrete work or as deemed appropriate by the Inspector.

23. Repaving

When repaving is needed, the Contractor shall notify the Maintenance Services Division's Lead Construction Inspector by email within 48-hours after the concrete has been poured. Contractor will specify in the email when a driveway is impacted. Failure to comply will result in a demerit.

24. Time Limits

Each Repair Work Order will be completed as indicated:

- a. "Individual Repair Orders" will be completed within ten (10) working days after direction to proceed has been given.
- b. "Package of Repair Orders" consists of fifteen (15) to thirty (30) repair orders and will be completed within twenty (20) working days after direction to proceed is given.
- c. Utility cuts shall be given priority and be completed no later than 15 days of receiving the work order.

Individual repair orders and packages of repair orders will be assigned to the Contractor as prior assigned work is completed and/or approved by the assigned Inspector or Project Manager.

25. Bonds and Insurance

Prior to the execution of a contract, bidders will be required to provide Performance and Payment Bonds in the amount of \$25,000 each. These bonds must be issued by an admitted surety in the form included in these specification, and will be required for the duration of the contract including any extended term(s). Prior to the City's execution of a contract, bidders shall be required to provide proof of insurance and additional insured endorsements as required under the contract.

26. Additional Services

Work not specifically named in the Pricing Schedule shall be negotiated on an individual basis. Prices offered shall as low as or lower than those offered to Contractor's most favored customer for comparable work under similar terms and conditions

27. Notification of Material Changes in Business

Contractor agrees that if they experience any material changes in their business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., they will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

28. Licensing

All Contractors who submit bids on a public works project must be properly licensed. This contract requires either a Class A or C-8 license.

29. Subcontracting

Contractor may only subcontract for the procurement of materials. Contractor shall not enter into a contract or agreement with any individual, partnership, corporation, firm, or other entity to perform any portion of the work or services under this Agreement, without first obtaining permission from the Project Manager.

30. Warranty

The work furnished under these specifications shall be guaranteed for a period of one (1) year from date of acceptance thereof against defective materials, equipment and workmanship. Upon receipt of notice from the City of failure of any part of the materials, equipment, or workmanship during the guarantee period, the affected part or parts shall be replaced with new material and/or equipment, and at the expense of the Contractor.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT A: DETAIL DRAWINGS

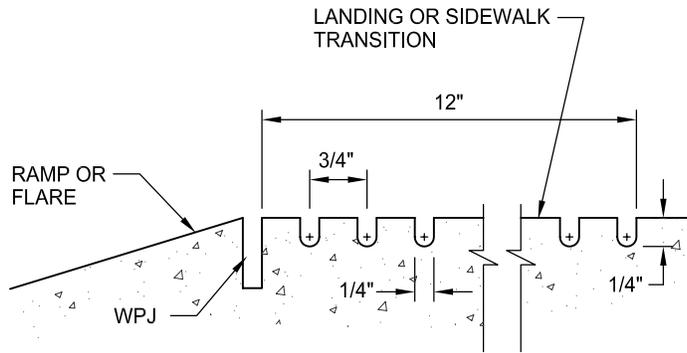
- 1) **SIDEWALK TRANSITIONS**
 - * LOCATED ABOVE RAMP OR LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE AT RAMP OR LANDING
 - * 8.33% (1:12) MAXIMUM SLOPE
- 2) **LANDINGS**
 - * LOCATED ABOVE RAMP
 - * 48" MINIMUM DIMENSION IN ALL DIRECTIONS
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
- 3) **RAMPS**
 - * LOCATED ABOVE PAN OR BELOW LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE
 - * 8.33 % (1:12) MAXIMUM SLOPE
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 4) **PANS**
 - * LOCATED BELOW RAMP
 - * 48" MINIMUM AT BACK OF PAN
 - * 48" MINIMUM FROM BACK OF PAN TO FLOW LINE
 - * 1% (1:100) MINIMUM SLOPE FROM BACK OF PAN TO FLOW LINE
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
 - * ON CORNERS, PAN BOUNDARIES ARE TO BE RADIAL
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 5) **GUTTERS**
 - * ADJACENT TO RAMP OR PAN
 - * 5% (1:20) MAXIMUM SLOPE MEASURED 4' FROM FOC OUT TO STREET PAVEMENT FOR FULL WIDTH OF RAMP.
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES

- 6) **FLARES**
 - * LOCATED ADJACENT TO RAMP
 - * REQUIRED BETWEEN RAMPS WHERE THERE IS NO PLANTER AREA
 - * REQUIRED ON THE EXTERIOR OF RAMPS WHERE THERE IS AN ADJACENT CONCRETE SIDEWALK, REGARDLESS OF OBSTACLES
 - * GENERALLY TRIANGULAR IN NATURE
 - * 10% (1:10) MAXIMUM SLOPE
- 7) **RETAINING CURBS**
 - * REQUIRED ADJACENT TO SIDEWALK TRANSITIONS, LANDINGS, RAMPS AND PANS WHERE THE EXISTING LANDSCAPE (PLANTER AREA) IS 4" OR HIGHER AT ANY POINT ABOVE THE NEWLY CONSTRUCTED CURB RAMP ELEMENT
 - * REQUIRED FOR EXISTING PLANTER AREAS BETWEEN RAMPS
 - * RETAINING CURBS ARE TO HAVE A 6" WIDTH AND A VERTICAL FACE
 - * RETAINING CURB FOUNDATIONS ARE TO EXTEND 8" BELOW THE ADJACENT RAMP ELEMENT SURFACE
 - * OUTSIDE CORNERS OF RETAINING CURBS MUST HAVE A 6" RADIUS
- 8) **12' GROOVING DETAILS**
 - * REQUIRED ADJACENT TO (ON FLAT AREAS ABOVE) RAMP AND FLARE
 - * REQUIRED TO BE PERPENDICULAR TO THE PATH OF TRAVEL
- 9) **CONCRETE COLORING**
 - * LAMP BLACK OR OTHER COLORING SHALL BE ADDED TO NEW CONCRETE AS NECESSARY TO MATCH EXISTING COLOR. THIS APPLIES TO ALL IN FILL LOCATIONS

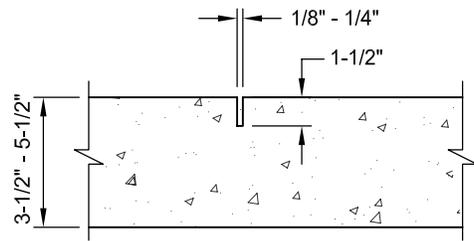
- * DUAL CURB RAMPS ARE REQUIRED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- * ALL ELEMENTS, EXCEPT GUTTERS AND RETAINING CURBS, MUST BE CONSTRUCTED PLANAR IN NATURE WITH WEAKENED PLANE JOINTS SCORED BETWEEN EACH ELEMENT.
- * WHEN FEASIBLE, OPPOSING CURB RAMPS SHALL ALIGN.
- * THESE DEFINITIONS AND STANDARDS, GENERAL DETAILS, AND STANDARD DRAWINGS SHALL APPLY TO ALL CURB AND GUTTER TYPES.
- * THERE ARE VARIATIONS AND ADJUSTMENTS THAT MAY BE REQUIRED UPON THE APPROVAL OF THE ENGINEER.
- * THERE ARE NO VARIANCES TO THE MAXIMUM ALLOWABLE SLOPES AND CROSS SLOPES.

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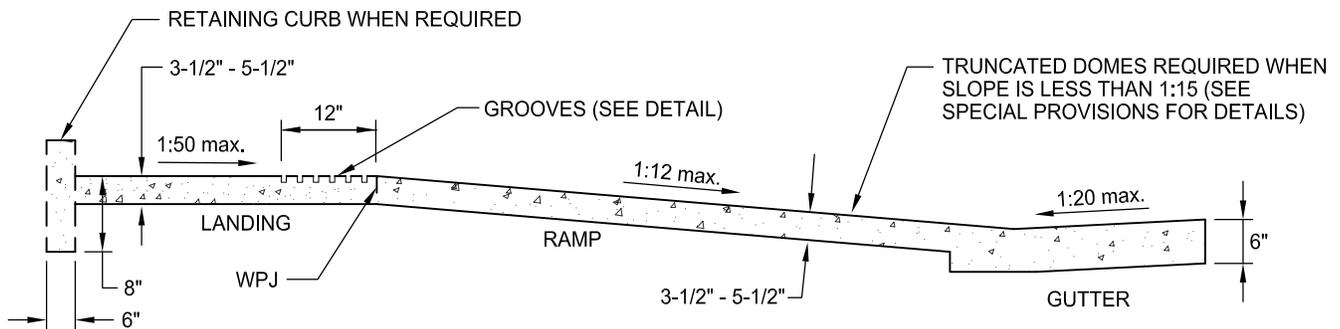
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12" GROOVING DETAIL



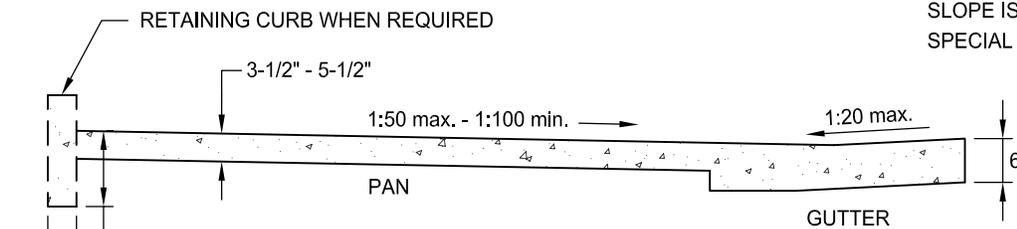
WEAKENED PLANE JOINT (WPJ)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF FLARE, COMBO,
OR PLANTER STRIP CURB RAMP**

NOTE:

ON RAMPS ADJACENT TO PANS
TRUNCATED DOMES REQUIRED WHEN
SLOPE IS LESS THAN 1:15 (SEE
SPECIAL PROVISIONS FOR DETAILS)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF
PAN CURB RAMP**

NOTE:

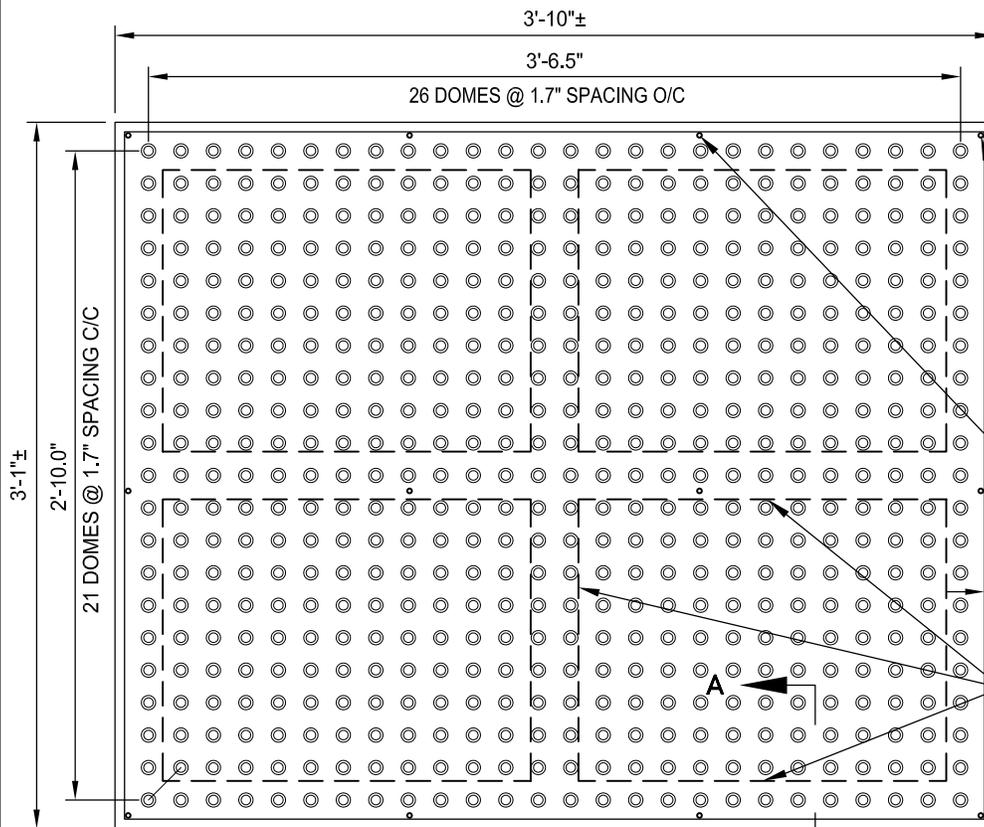
SURFACE OF RAMPS AND PANS SHALL HAVE A TRANSVERSE
BROOM SURFACE TEXTURE ROUGHER
THAN ADJACENT SIDEWALK

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NOTE:

SURFACE MOUNTED TILE DETAILS SHOWN. DETAILS ARE APPLICABLE TO TILE SURFACE SECTION ONLY. CAST-IN-PLACE TILE UNIT DESIGN AND DETAILS TO BE APPROVED BY THE ENGINEER. TILE MATERIAL, FASTENERS, AND ADHESIVE TO BE APPROVED BY THE ENGINEER.



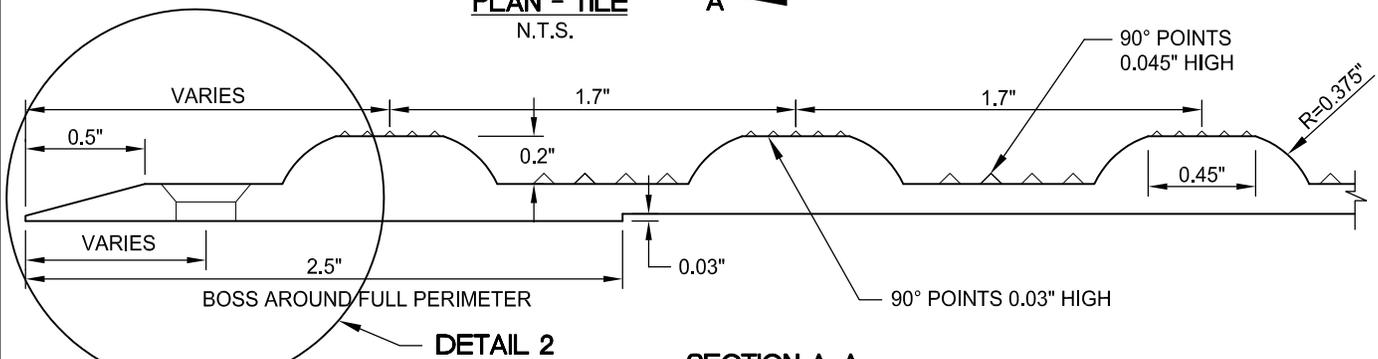
1/4" DIA. CTSK HOLES (TYP. 12 LOCATIONS)

0.5" (TYP. AROUND PERIMETER)

2.5" WIDE BOSS AT UNDERSIDE OF TILE FOR STRUCTURAL ADHESIVE AT FULL PERIMETER AND THROUGH CENTER TILE

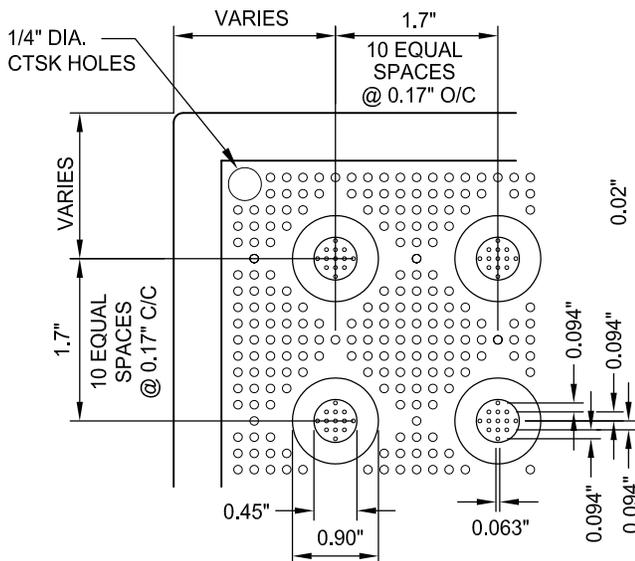
PLAN - TILE
N.T.S.

A ←

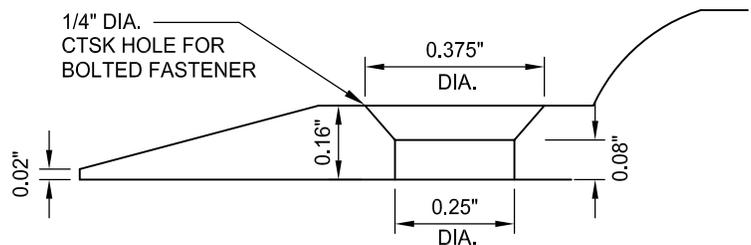


DETAIL 2

SECTION A-A
N.T.S.

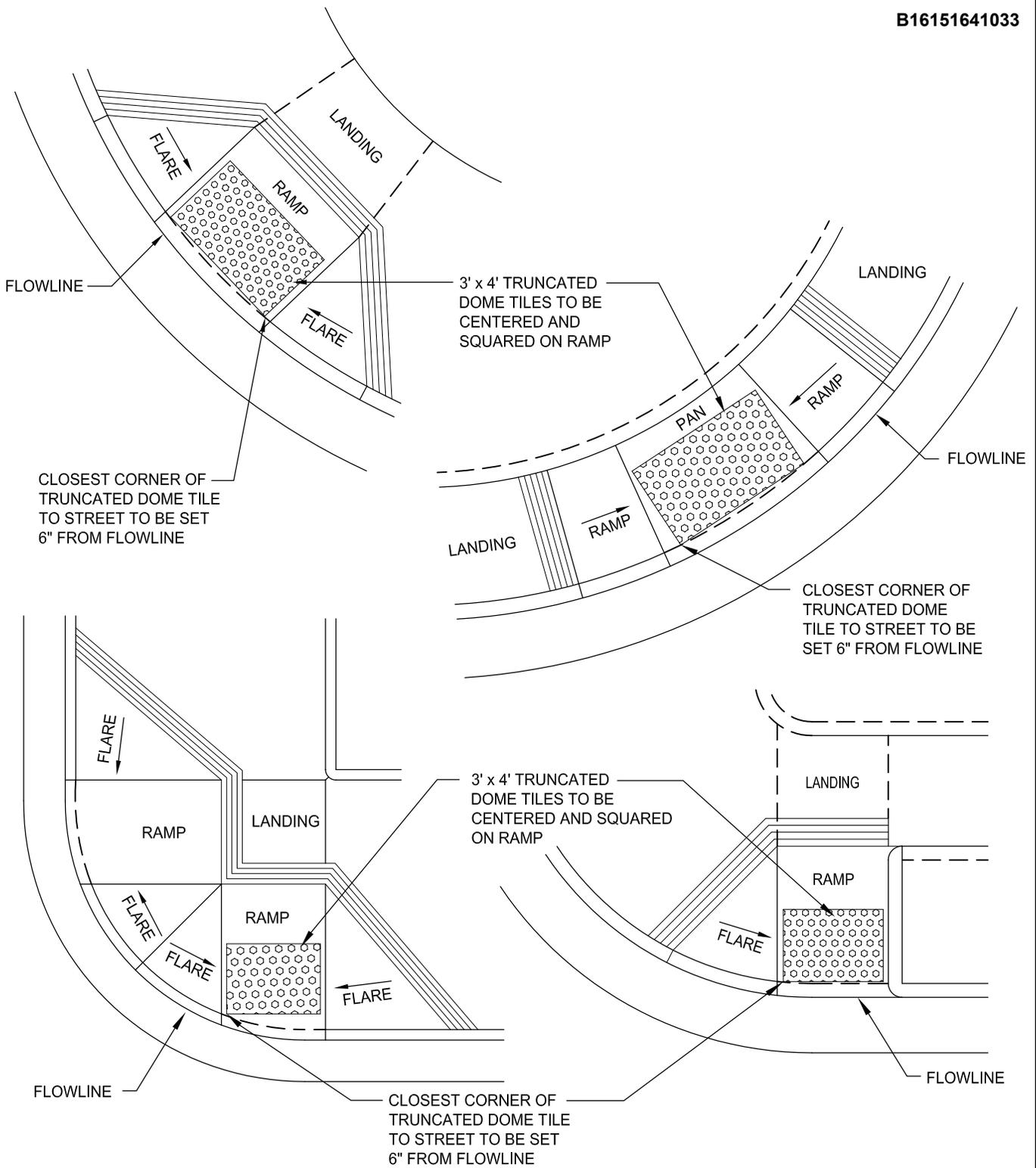


DETAIL 1



DETAIL 2

REV.	DATE	DESCRIPTION



NOTES:

1. TRUNCATED DOMES REQUIRED IN PAN AT ALL LOCATIONS (FOR EXCEPTIONS SEE NOTE 2)
2. TRUNCATED DOMES REQUIRED ON RAMP WHEN SLOPE IS LESS THAN 1:15
3. 3' x 4' DIMENSION IS NOMINAL (SEE DWG CE. 3.1)

REV.	DATE	DESCRIPTION

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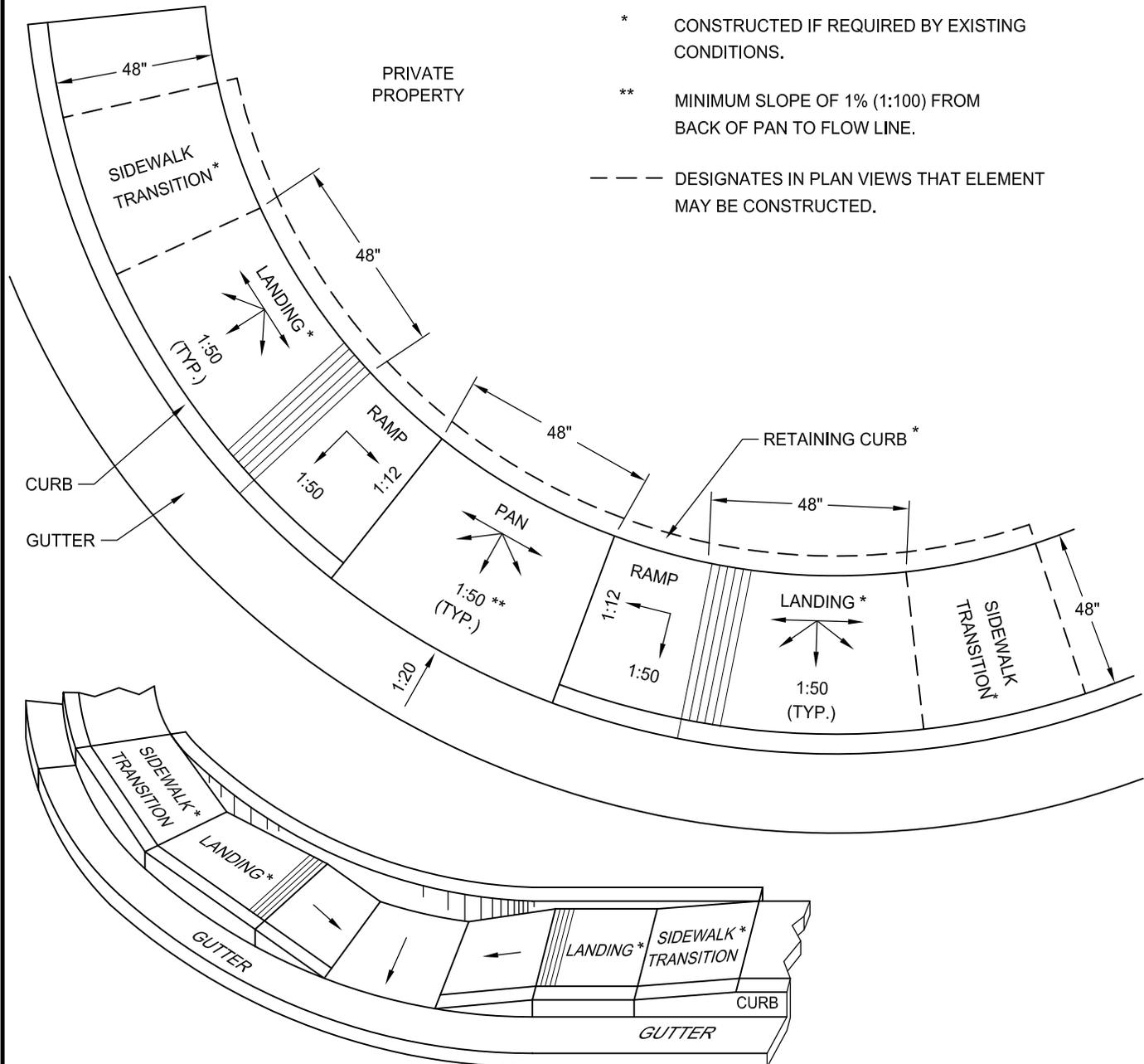
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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REV.	DATE	DESCRIPTION

NOTES:

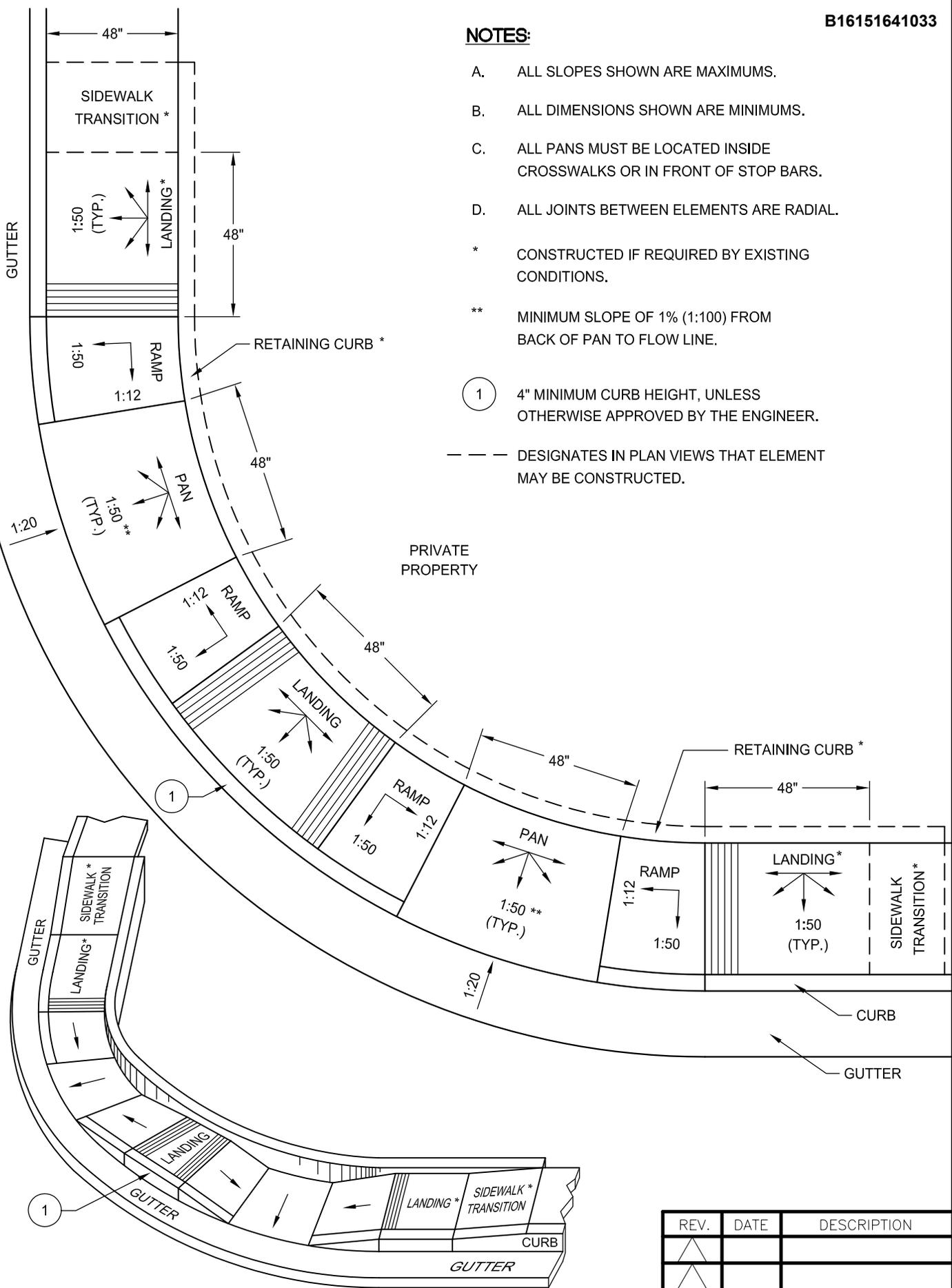
- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

① 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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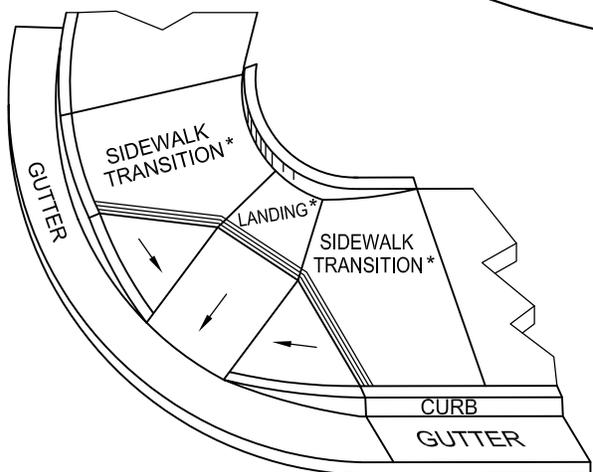
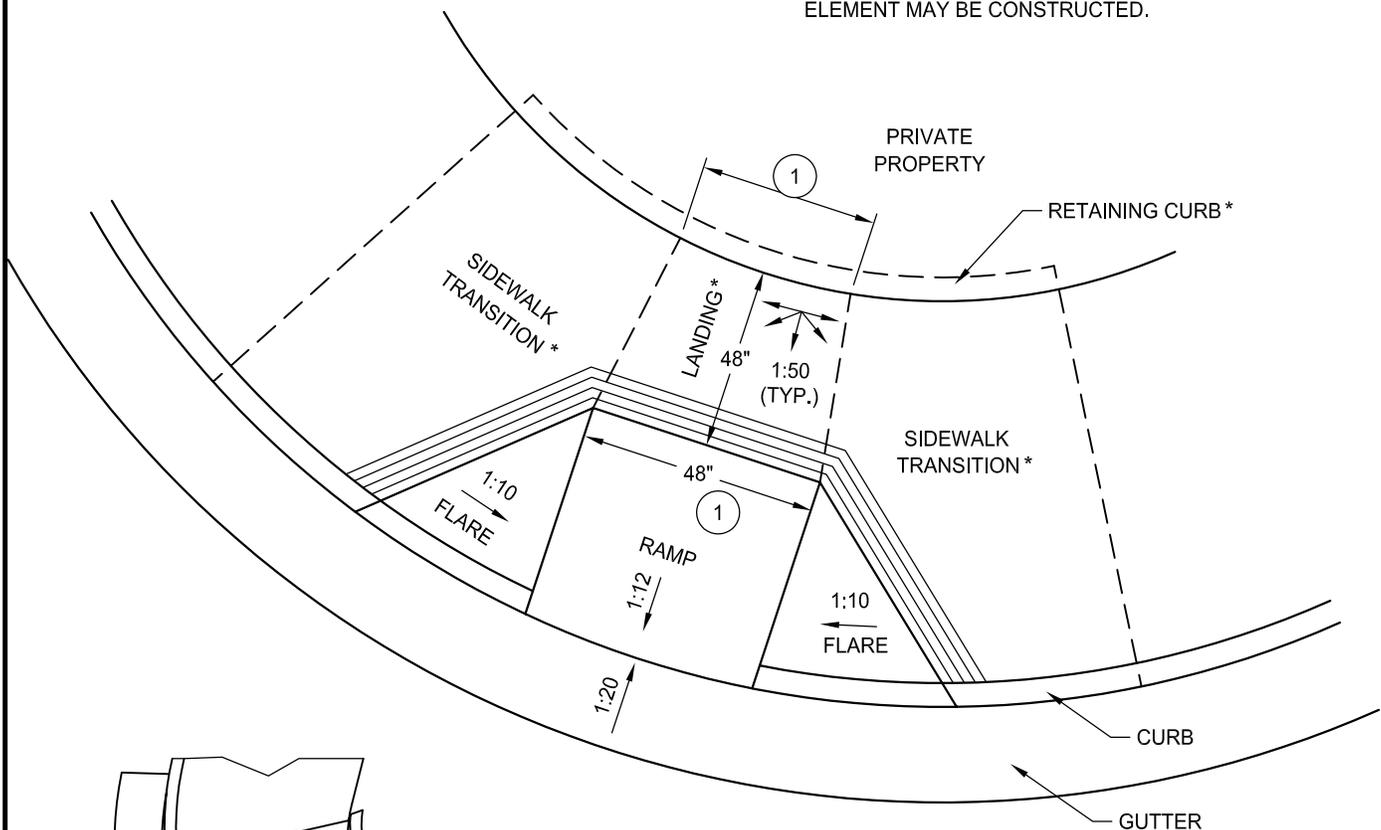
REV.	DATE	DESCRIPTION

NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
 - B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
 - C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
 - D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
 - E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

① THE WIDTH OF RAMP SHALL BE SAME AS LANDING

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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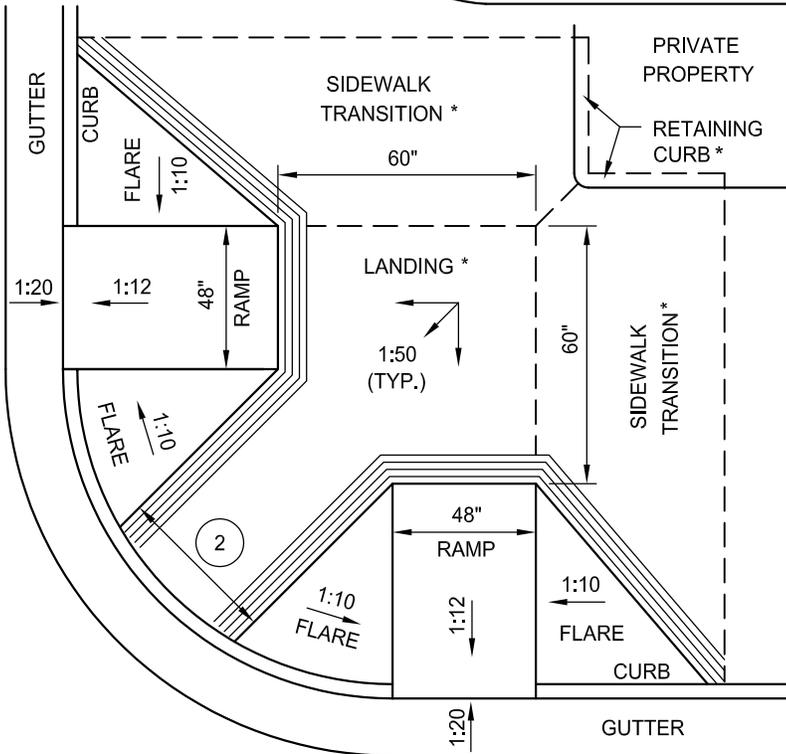
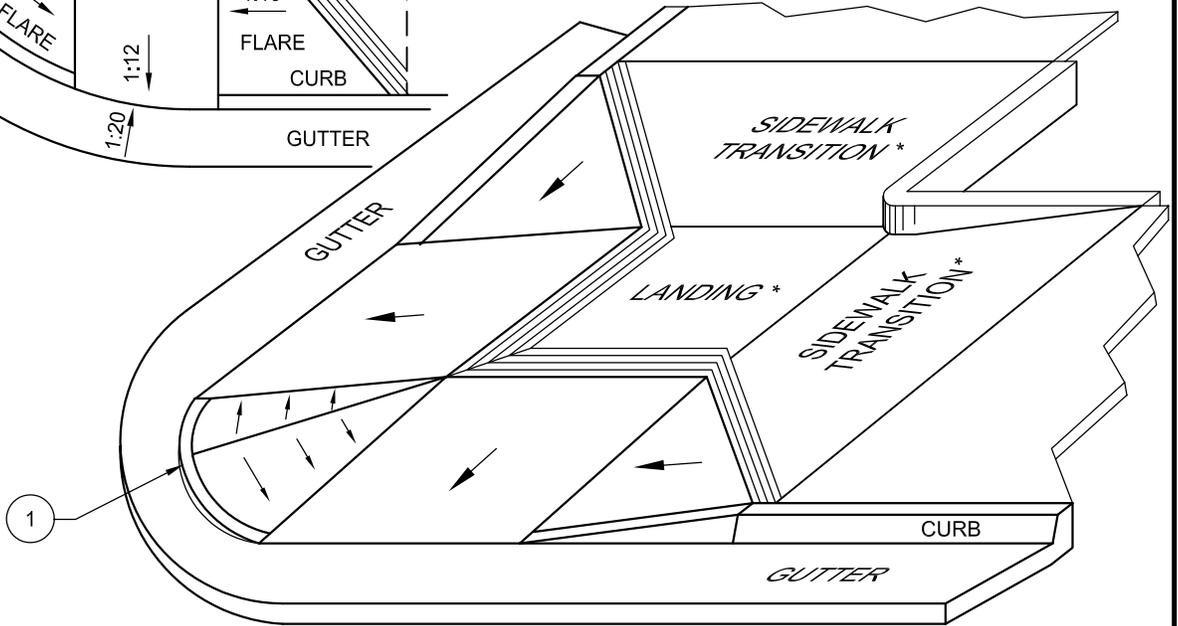
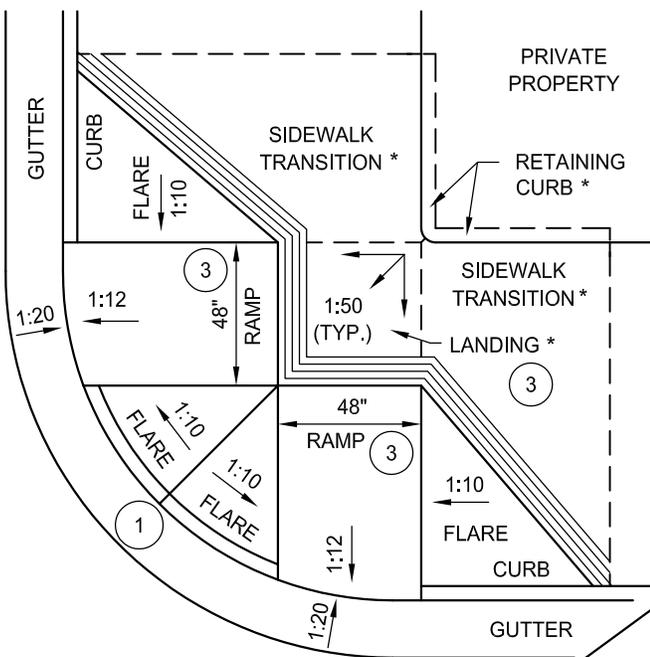
NOTES:

B16151641033

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION. GROOVE PATTERNS OR FLARES CAN INTERSECT.
- 3 IF LANDING CONSTRUCTED, 60" MIN. LANDING DIMENSIONS AND 60" MIN. WIDTH OF RAMP REQUIRED.

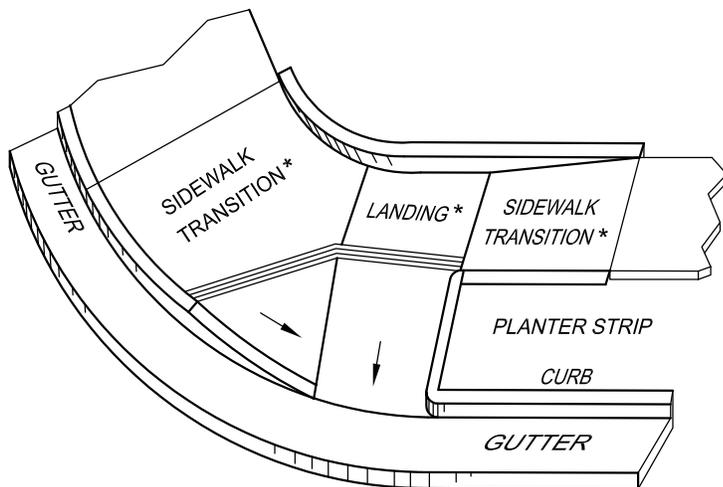
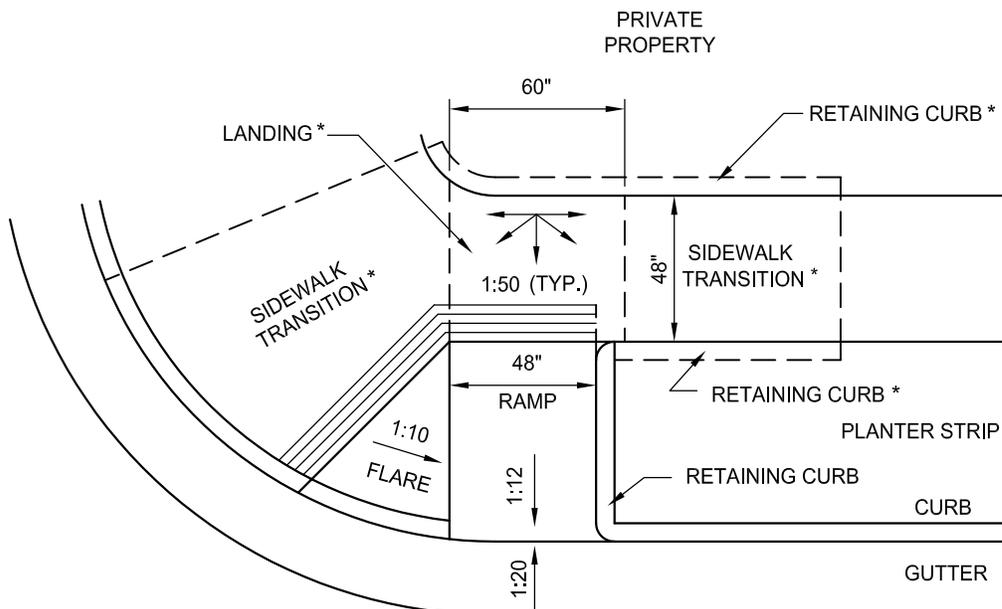
REV.	DATE	DESCRIPTION

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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



REV.	DATE	DESCRIPTION

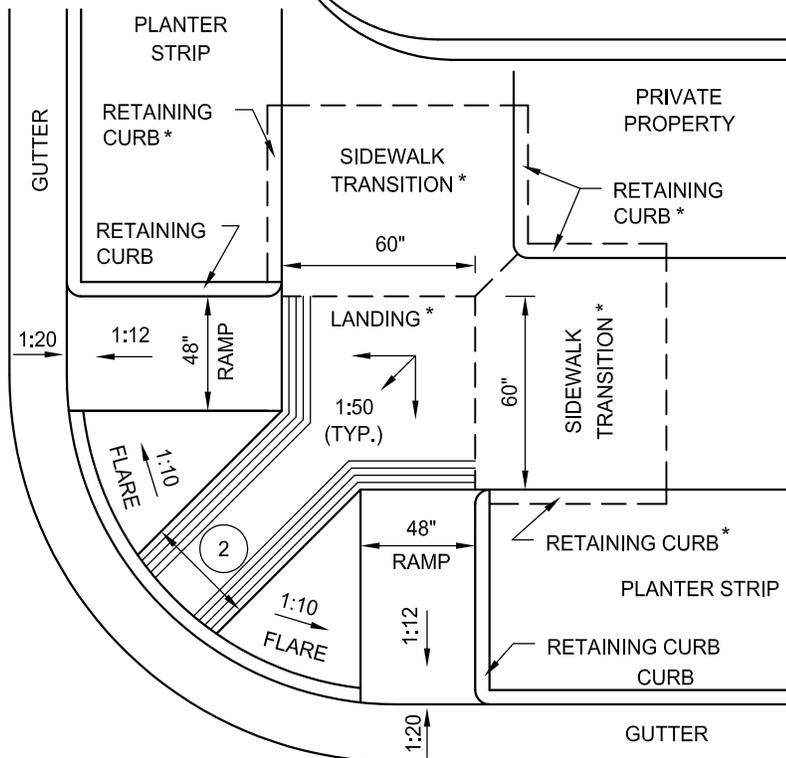
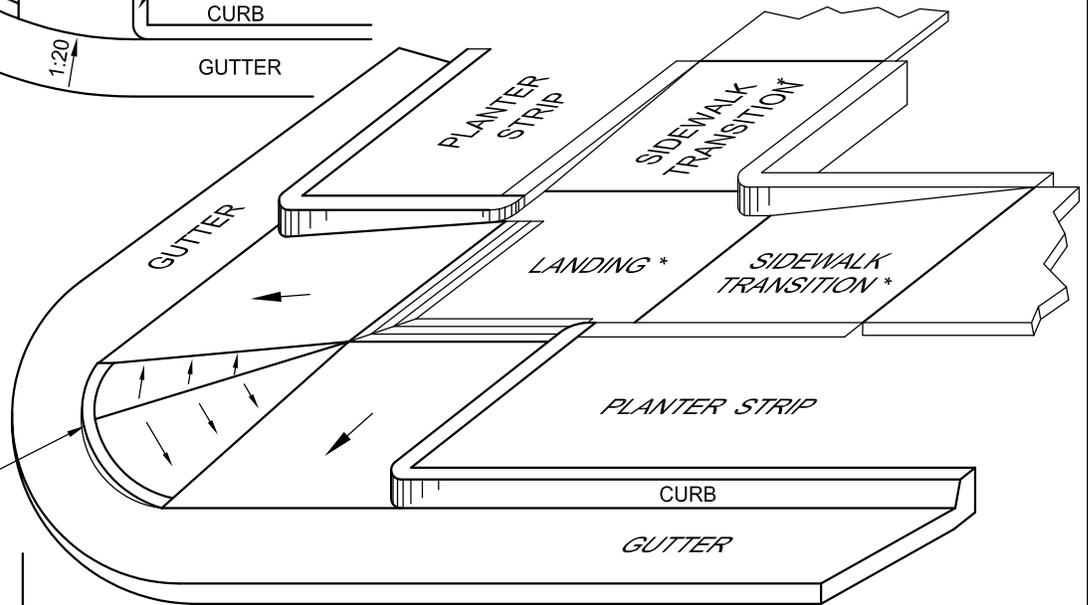
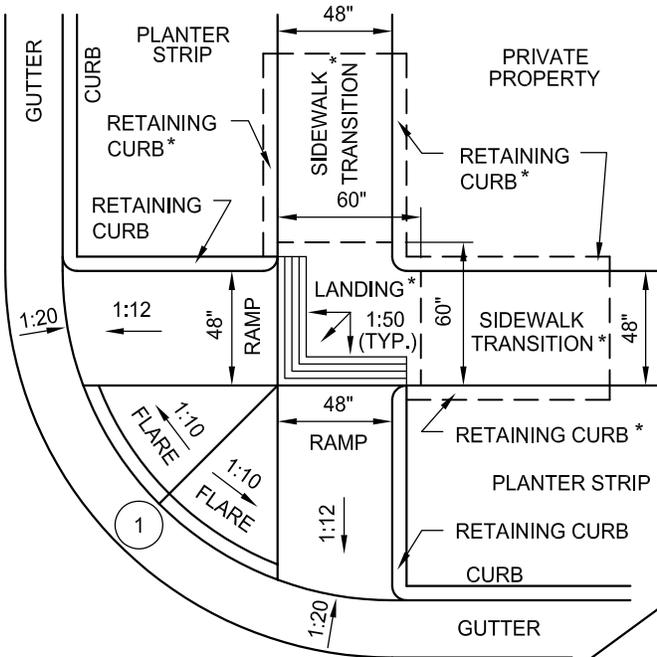
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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION, GROOVE PATTERNS OR FLARES CAN INTERSECT.

REV.	DATE	DESCRIPTION

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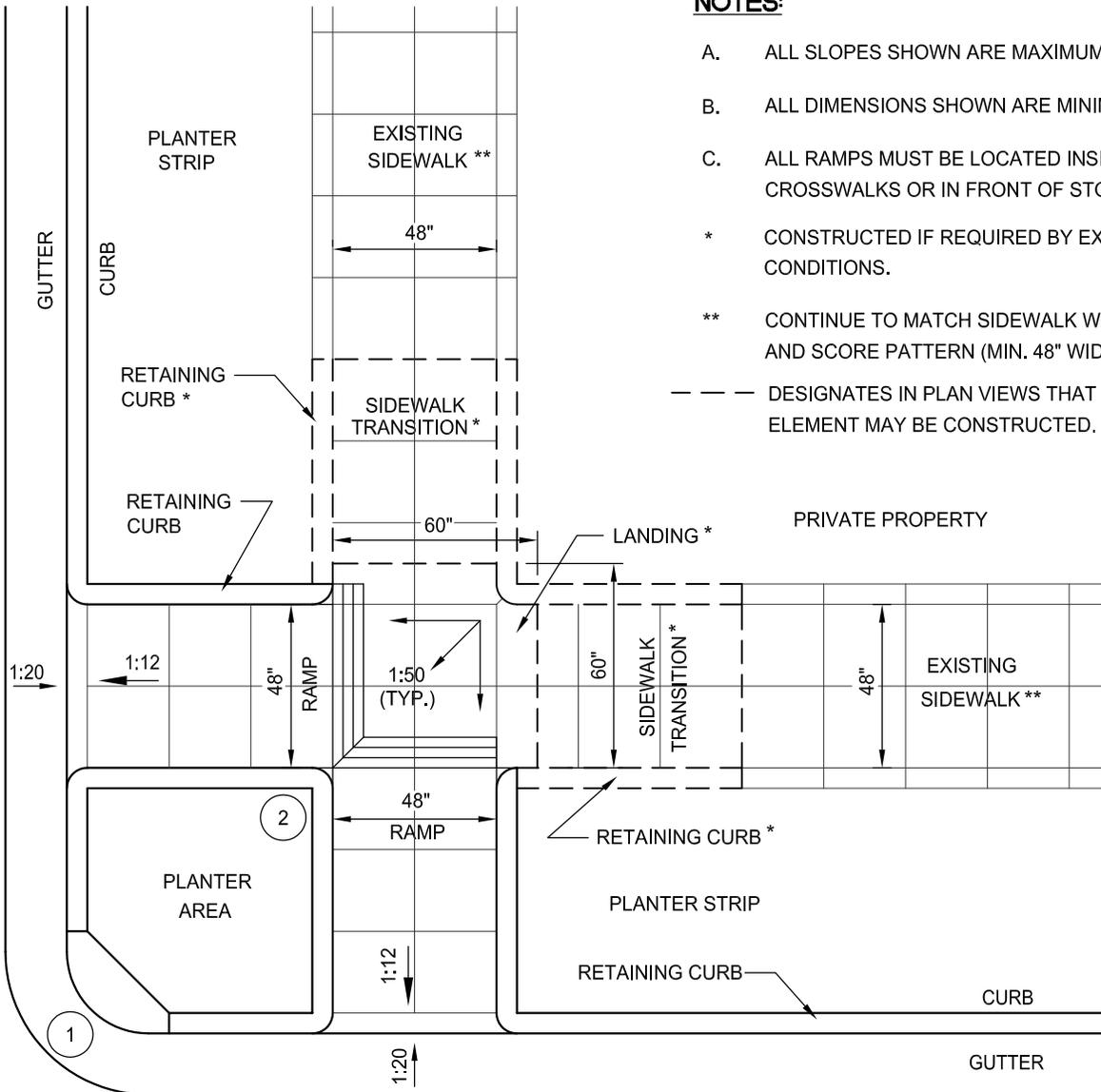
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

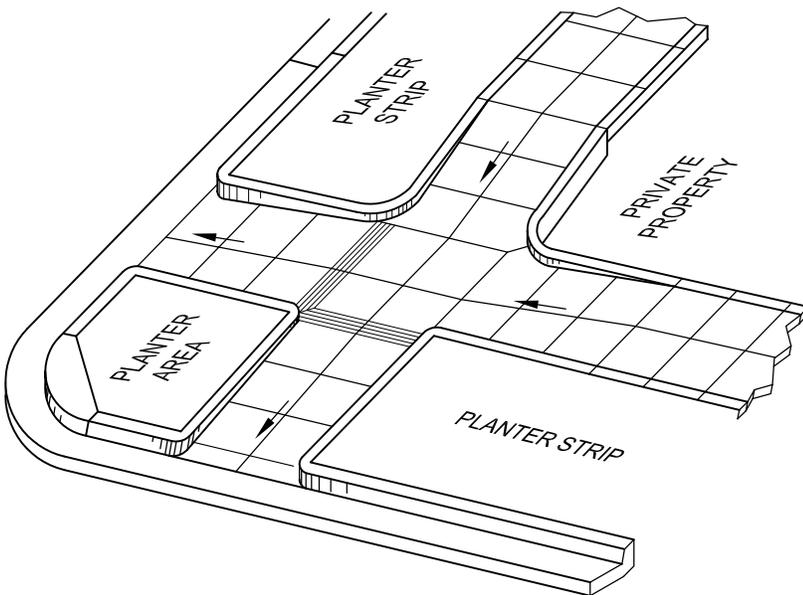
** CONTINUE TO MATCH SIDEWALK WIDTH AND SCORE PATTERN (MIN. 48" WIDE).

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



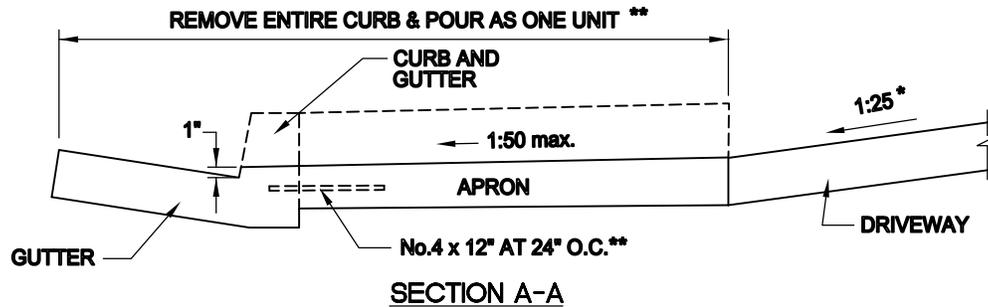
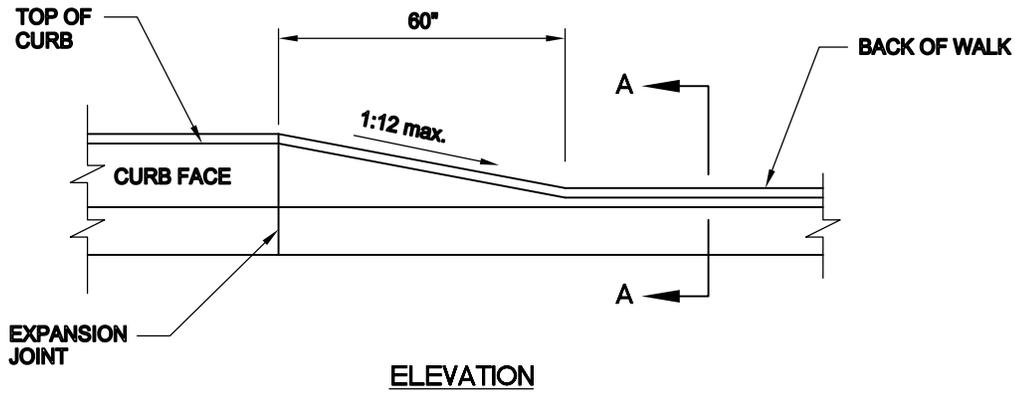
NOTES:

- ① STANDARD CURB HEIGHT TO MATCH EXISTING.
- ② TOP OF RETAINING CURB TO MATCH ADJACENT RETAINING CURB ELEVATIONS. CAN BE FLUSH WITH LANDING.



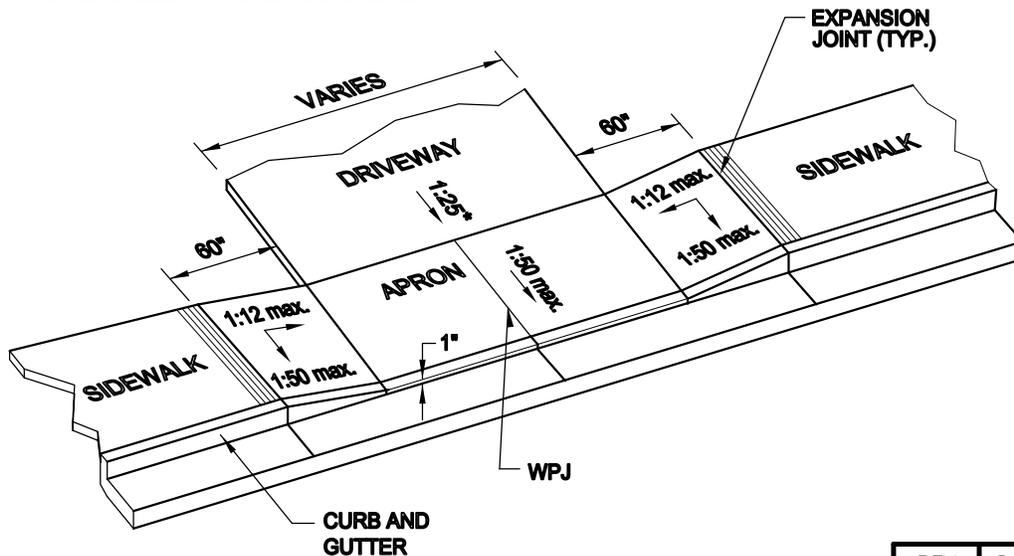
REV.	DATE	DESCRIPTION

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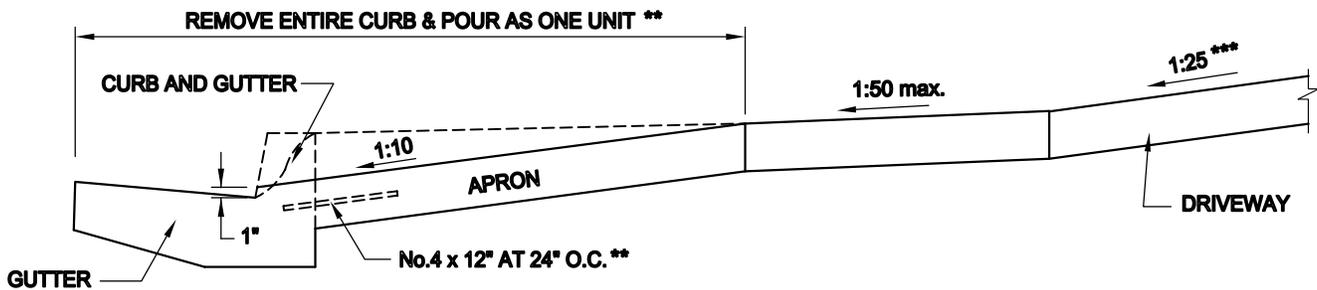
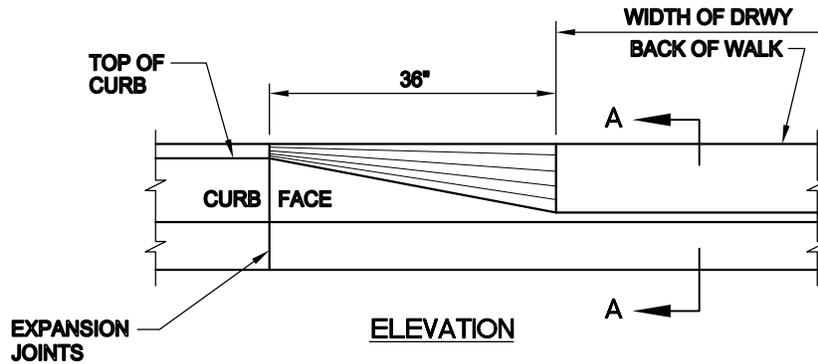
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
 - B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
 - C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
 - D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
 - E. APRON WILL BE DEPRESSED ON CURB AND GUTTER No.13 WHEN RECONSTRUCTING EXISTING COMMERCIAL DRIVEWAYS.
- * ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.
- ** IF CURB & GUTTER ARE POURED SEPERETE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

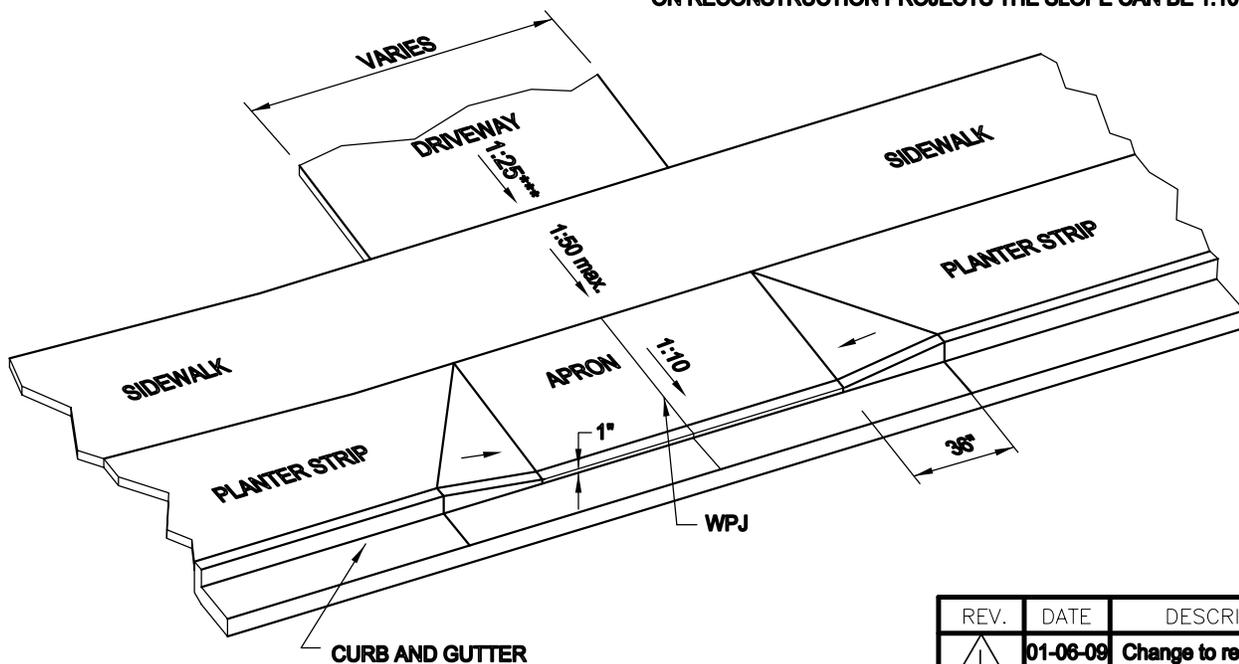
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SECTION A-A WITH VERTICAL CURB

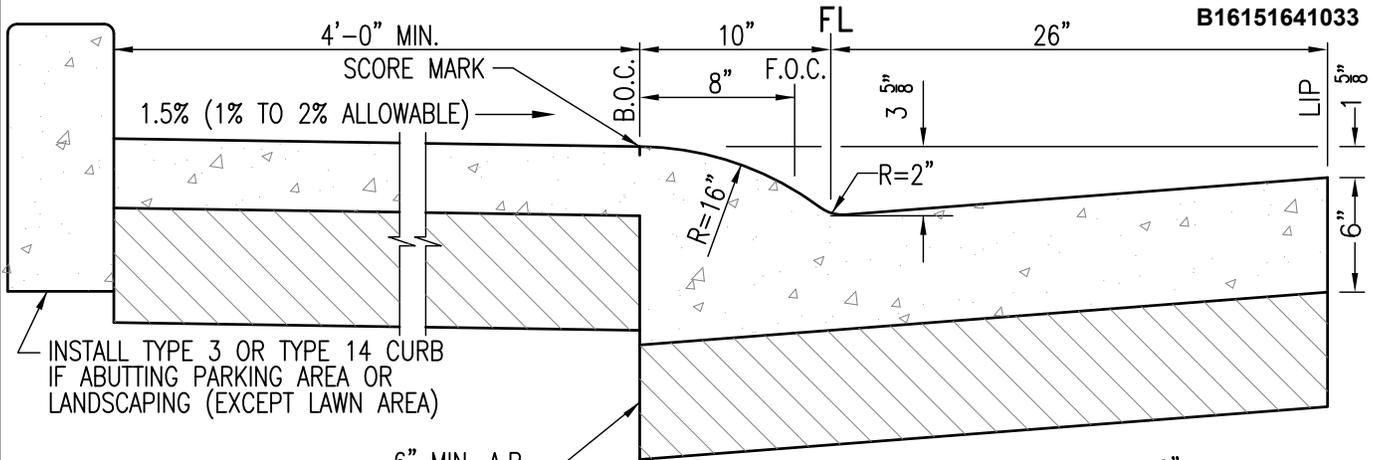
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
- B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
- C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
- D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.
- ** IF CURB AND GUTTER ARE POURED SEPARATE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.
- *** ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

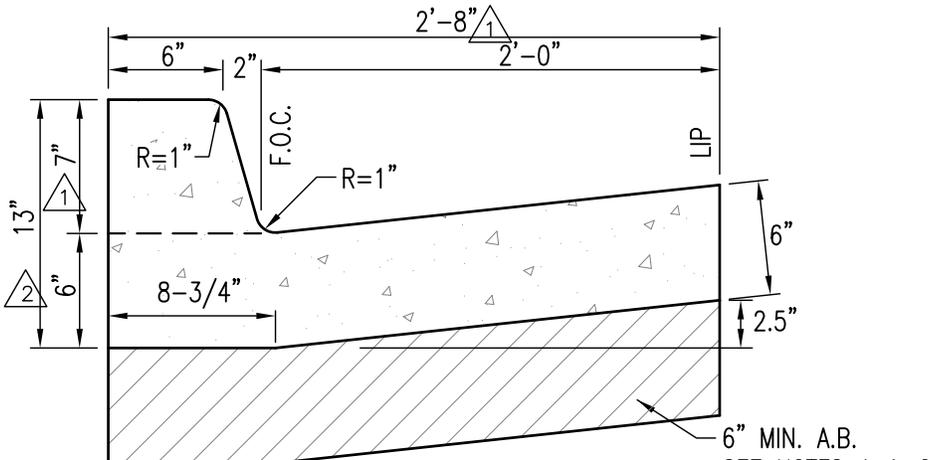
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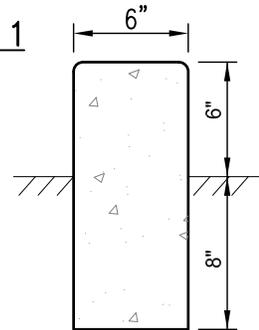
F.O.C. = FACE OF CURB
B.O.C. = BACK OF CURB

6" MIN. A.B.
SEE NOTES 1 & 2

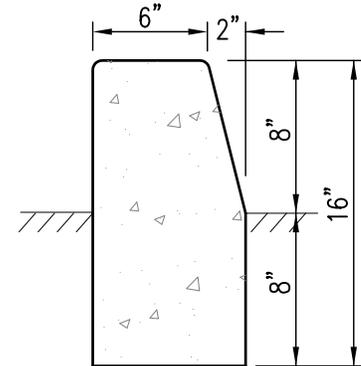
CURB & GUTTER TYPE 1



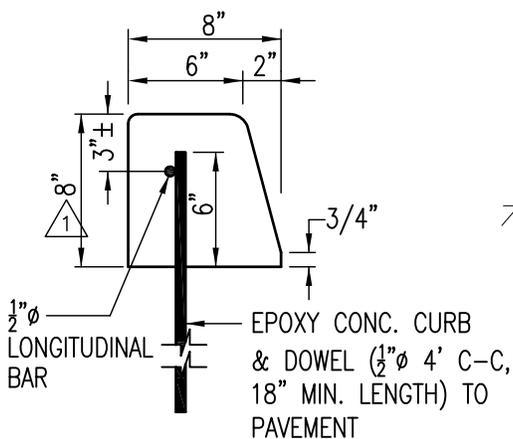
CURB & GUTTER TYPE 2



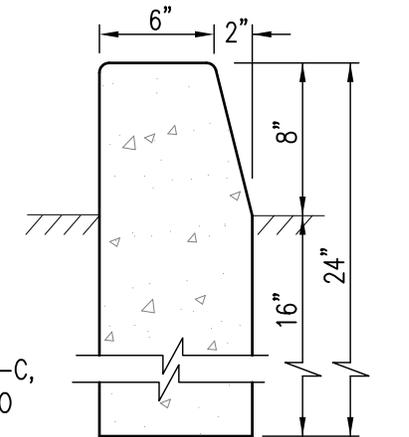
**CURB TYPE 3
BARRIER CURB
PLANTER AREA**



**MEDIAN CURB TYPE 14
NONLANDSCAPED OR
HARDCAPED AREA**



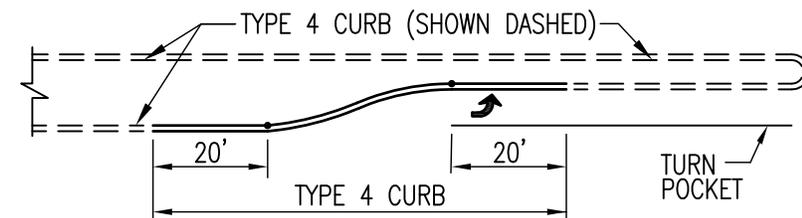
CURB TYPE 4



**MEDIAN CURB TYPE 14A
LANDSCAPED AREA**

NOTES:

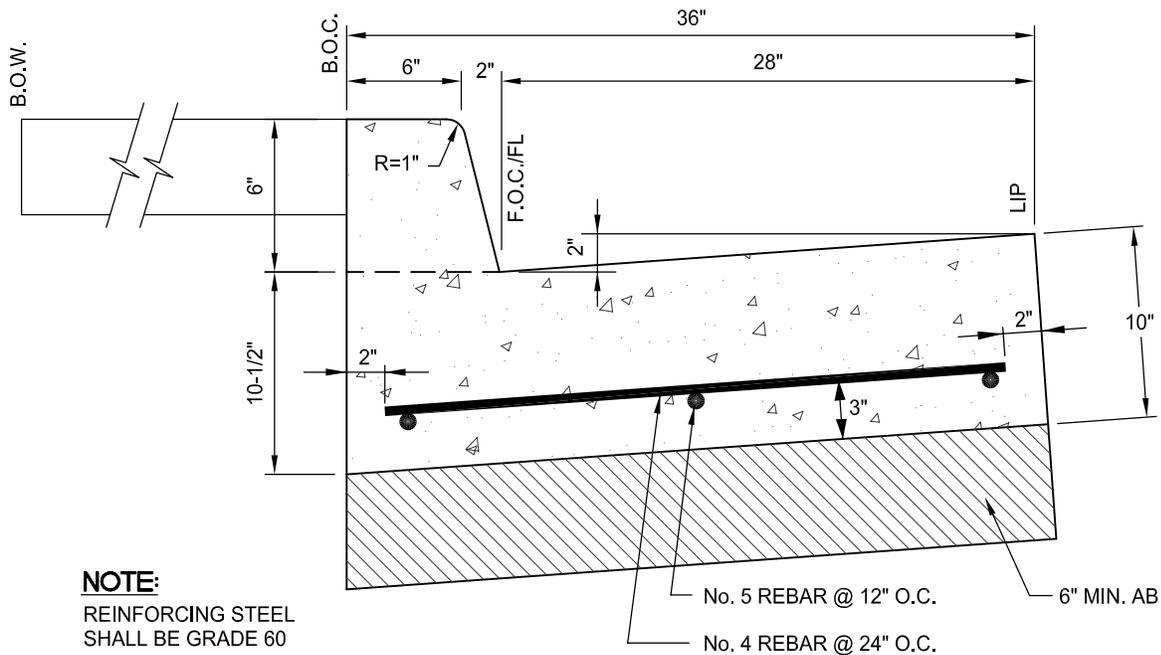
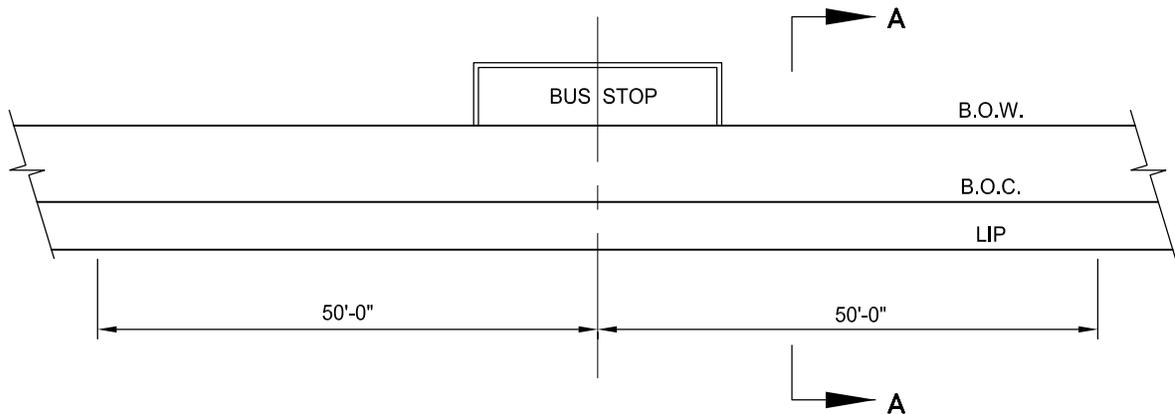
1. 12" MIN. A.B. SHALL BE PLACED IF SUBGRADE IS EXPANSIVE CLAY (R-VALUE LESS THAN 10).
2. TOP 6" OF SUBGRADE SHALL BE COMPACTED TO 95% MIN., UNLESS OTHERWISE APPROVED
3. 1/2" RADIUS ON EXPOSED EDGES.
4. ALL CONCRETE SHALL BE CLASS B.
5. ALL CONSTRUCTION & MATERIALS IN CONFORMANCE WITH SECTION 24 OF STD. SPECIFICATIONS.



PLAN FOR TYP. PLACEMENT OF TYPE 4 CURB

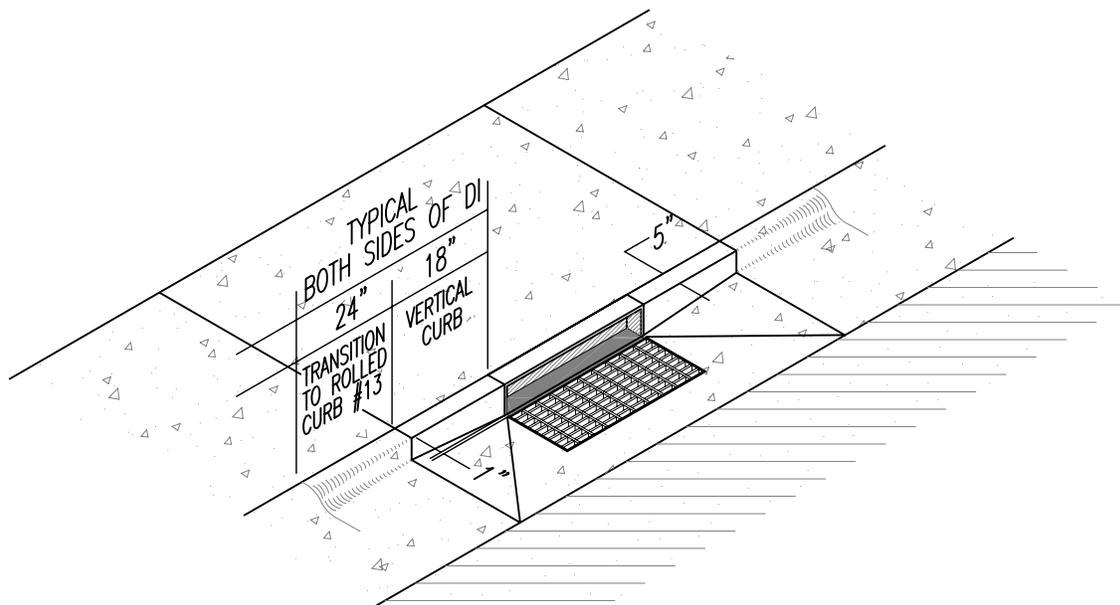
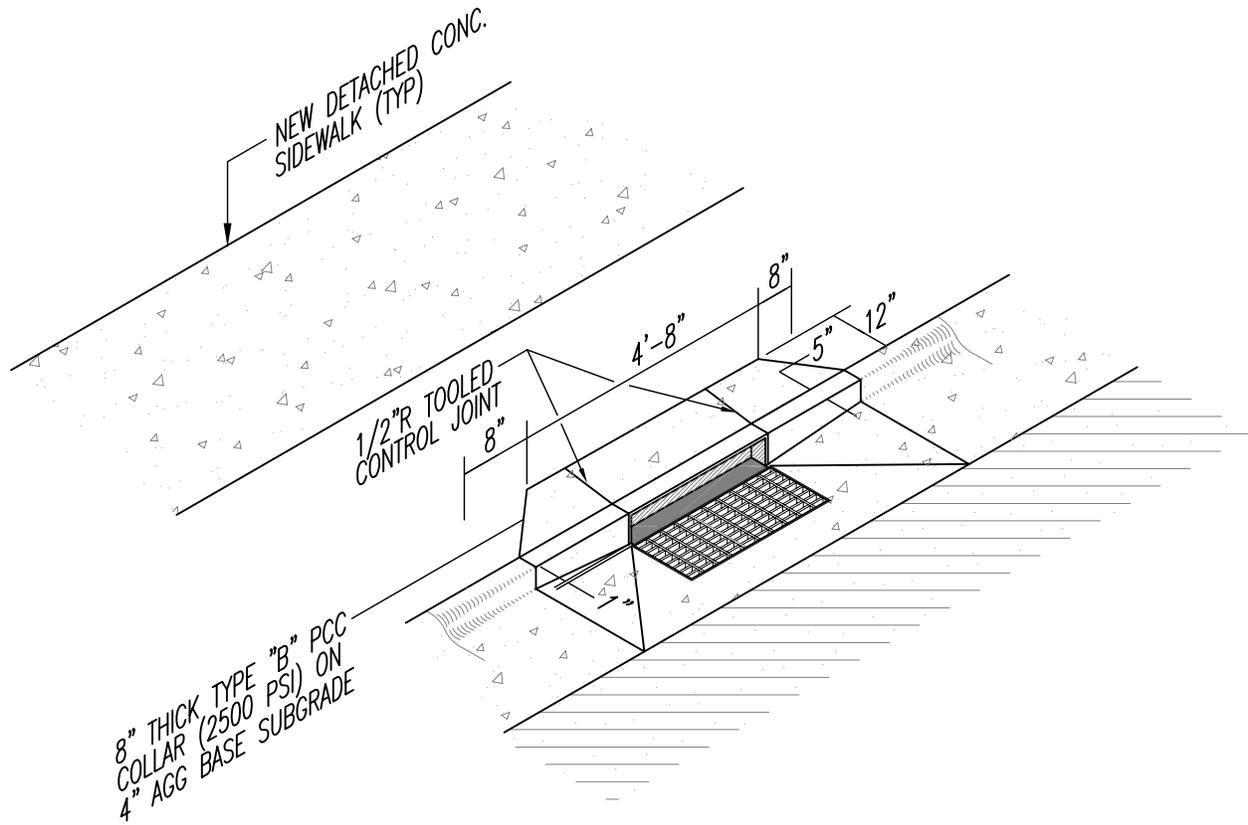
REV.	DATE	DESCRIPTION
1	08/06/10	Dimensions Changes
2	10/13/11	Dims & Curb Type4 Changes

MODIFIED REINFORCED CURB AND GUTTER TYPE 2 AT BUS STOP LOCATION FOR 50 FEET ON EITHER SIDE OF THE CENTER OF THE BUS STOP OR AS DIRECTED BY THE ENGINEER.



SECTION A-A

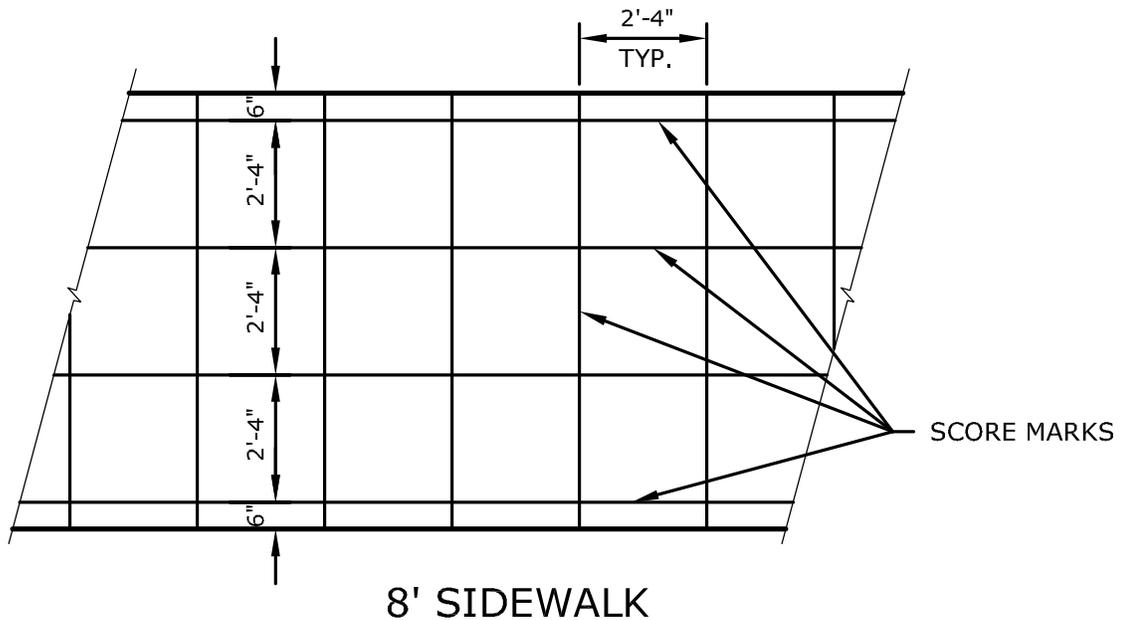
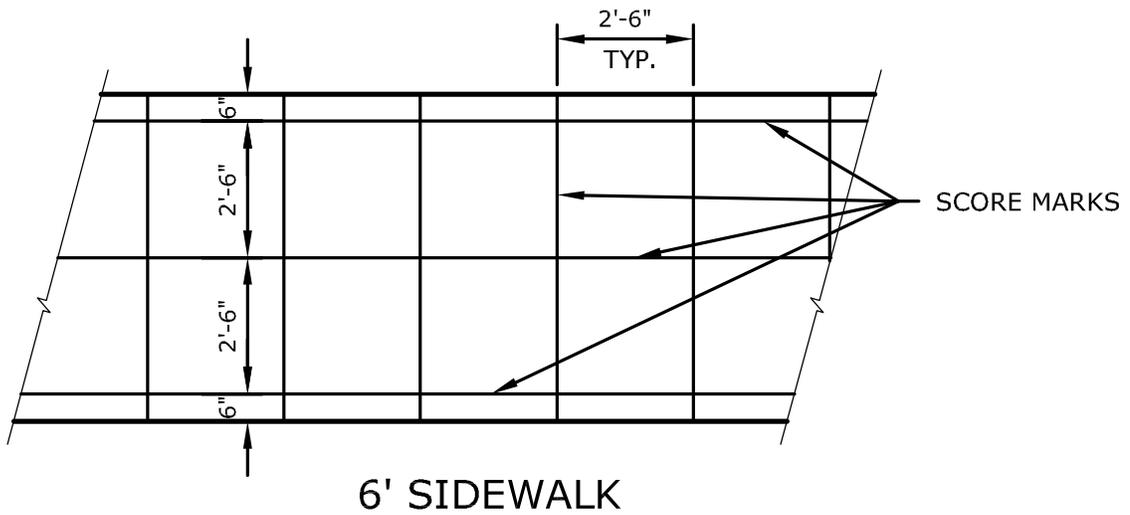
REV.	DATE	DESCRIPTION



NOTE:
1" GAP BETWEEN GRATE
FRAME AND HOOD

REV.	DATE	DESCRIPTION
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NOTES

1. Contractor is to request approval of the scoring pattern prior to placement of concrete.
2. Score marks are $\frac{1}{8}$ " - $\frac{1}{4}$ " wide and $\frac{1}{4}$ " deep.
3. Expansion joints required per Standard Specifications.
4. Use color additive as directed by the engineer (approx. 1 lb/cy of lamp black color).

REV.	DATE	DESCRIPTION
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SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related items

A. SCOPE OF WORK, SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT B: HOLIDAY MORATORIUM STREETS

“Holiday Season Moratorium Streets” are defined as follows:

12th Ave., between Martin Luther King, Jr. Blvd and Sutterville Rd.
 21st St., between 4th Ave. and G St.
 24th St., between Knight Wy. and Meadowview Rd. and W St. and 2nd Ave.
 55th St., south of Fruitridge Rd.
 Alta Arden Expressway
 Arden Wy.
 Broadway
 Challenge Wy.
 Del Paso Blvd., south of Marysville Blvd.
 El Camino Ave.
 Ethan Wy.
 Evergreen St.
 Exposition Blvd.
 Fair Oaks Blvd.
 Florin Blvd.
 Folsom Blvd.
 Franklin Blvd.
 Freeport Blvd., within one block of all its side streets, between Broadway and Blair Ave.
 Fruitridge Rd., between Rickey Dr. and 59th St.
 Greenhaven Dr., between Havenhurst Dr. and Windbridge Dr.
 H St.
 Heritage Ln.
 Howe Ave.
 J St.
 La Mancha Wy.
 Mack Rd.
 Marconi Ave.
 Marysville Blvd., between Del Paso Boulevard and Bell Avenue
 Meadowgate Wy., between Munson Wy. and Franklin Blvd.
 Meadowview Rd.
 Munson Wy.
 Natomas Blvd.
 Northgate Blvd.
 Point West Wy.
 Power Inn Rd.
 Response Rd.
 Royal Oaks Dr.
 San Juan Rd.
 Stockton Blvd., and within one block of all its side streets, from Perry Ave. to the south limits of the City

Truxel Rd.
Valley Hi Dr. north of Wyndham
Wy. West El Camino Ave.

The above definition of "Holiday Season Moratorium Streets" may be modified at any time upon written notice to Contractor, as the City Traffic Engineer deems necessary.

In addition to the above-listed streets, no work shall be performed during the holiday season on any street in the area bound by the American River on the north, the Sacramento River on the west, one block south of Broadway on the south, and 34th Street on the east, without obtaining permission in writing from the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted thru the Inspector.

SECTION II – CONTRACT DOCUMENTS**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items****B. LOCAL BUSINESS ENTERPRISE REQUIREMENT**

The City of Sacramento's Local Business Development (LBE) program establishes an annual 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 participation goals established for this project in order to qualify as a responsible bidder.

The minimum LBE participation requirement for this project has been waived by the Director of Public Works.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

C. PUBLIC WORKS CONTRACTOR REGISTRATION AND REPORTING REQUIREMENTS

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 the City).

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 at (916) 808-5567.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

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

Essentials of public works contractor registration program:

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

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

Essentials of Public Works Enforcement Fund:

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

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

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

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

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

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

D. PREVAILING WAGE AND CERTIFIED PAYROLL REPORTING

All bidders shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code will be considered part of the contract agreement.

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>

1. Prevailing Wage Rates

Each Contractor to whom the contract is awarded and any subcontractor must pay the general prevailing wage rates as ascertained from time to time which shall be applicable to this project. Prevailing wages are required for locally funded projects over \$15,000 (for repair, maintenance) and over \$25,000 (for new construction). This is in compliance with SB7, as the City of Sacramento is a Charter City. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Each Contractor and any subcontractor performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at:

<http://www.dir.ca.gov/DLSR/PWD/Determinations/Northern/Northern.pdf>

Each Contractor and any subcontractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work. In those projects where federal funds are involved, as indicated by reference to or the inclusion of the federal Wage Determination in these "Instructions to Bidders," the minimum wages to be paid shall be the highest of either the State or federal prevailing wage rates.

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday recognized by the Labor Unions, the contractor shall reimburse the City of Sacramento the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

2. Payroll Records

In accordance with Section 1776 of the Labor Code, each Contractor to whom the contract is awarded and any subcontractor shall maintain accurate payroll records. Electronic certified payroll records must be submitted to the City on a weekly basis, within ten days after the end of a pay period, through an online system designated by the City. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

E. ASSEMBLY BILL No. 219 PUBLIC WORKS: CONCRETE DELIVERY

In October 2015, California Assembly Bill No. 219 expanded the definition of “public works” to include the hauling and delivery of ready-mix concrete to a public works site, with respect to contracts involving any state agency or any political subdivision of the state.

Please see the attached legislative summary and text of AB 219.



AB-219 Public works: concrete delivery. (2015-2016)

Assembly Bill No. 219

CHAPTER 739

An act to add Section 1720.9 to the Labor Code, relating to public works.

[Approved by Governor October 10, 2015. Filed with Secretary of State October 10, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 219, Daly. Public works: concrete delivery.

Existing law defines "public works," for purposes of requirements regarding the payment of prevailing wages for public works projects, to include, among other things, the hauling of refuse from a public works site to an outside disposal location with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state. Existing law makes a willful violation of law relating to payment of prevailing wages on public works a misdemeanor.

This bill would expand the definition of "public works" for these purposes to include the hauling and delivery of ready-mixed concrete, as defined, to carry out a public works contract, with respect to contracts involving any state agency or any political subdivision of the state. The bill would require the applicable prevailing wage rate to be the rate for the geographic area in which the concrete factory or batching plant is located. The bill would require the entity hauling or delivering ready-mixed concrete to enter into a written subcontract agreement with, and to provide employee payroll and time records to, the party that engaged that entity, as specified. The bill would provide that these provisions apply to public works contracts awarded on or after July 1, 2016. By expanding the definition of a crime, this bill would impose a state-

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1720.9 is added to the Labor Code, to read:

1720.9. (a) For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

(b) For purposes of this section, "ready-mixed concrete" means concrete that is manufactured in a factory or a batching plant, according to a set recipe, and then delivered in a liquefied state by mixer truck for immediate incorporation into a project.

(c) For purposes of this section, the "hauling and delivery of ready-mixed concrete to carry out a public works contract" means the job duties for a ready mixer driver that are used by the director in determining wage rates pursuant to Section 1773, and includes receiving the concrete at the factory or batching plant and the return trip to the factory or batching plant.

(d) For purposes of this section, the applicable prevailing wage rate shall be the current prevailing wage, as determined by the director, for the geographic area in which the factory or batching plant is located.

(e) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall enter into a written subcontract agreement with the party that engaged the entity to supply the ready-mixed concrete. The written agreement shall require compliance with the requirements of this chapter. The entity hauling or delivering ready-mixed concrete shall be considered a subcontractor solely for the purposes of this chapter.

(f) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the entity and to the general contractor

within three working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties in subdivision (c).

(g) This section applies to public works contracts that are awarded on or after July 1, 2016.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

F. APPRENTICE REQUIREMENTS

In accordance with Sacramento City code 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. Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices on the ground of age, ancestry, color, disability, genetic information, gender (including gender identity and gender expression), marital status, medical condition, national origin, race, religion, sex, or sexual orientation. The prime contractor shall be responsible for complying with these provisions for all apprenticeable occupations.

“In the event that a contractor or subcontractor who chooses to employ apprentices fails to comply with the provisions of this section, the city may report the contractor or subcontractor to the director of industrial relations and the California Apprenticeship Council for action as necessary under Section 1777.7 of the California Labor Code.”

Please see the California Labor Code relating to Apprentices on Public Works Projects at the following links: <http://www.leginfo.ca.gov> and/or www.leginfo.ca.gov.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

**G. REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE
(EQUAL BENEFITS ORDINANCE)**

City of Sacramento

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, 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, 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 “A.”

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

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (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
Procurement Services Division
915 I Street, Second 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 CODE

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
Procurement Services Division
915 I Street, Second 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.

**Maintenance and Repair of Curbs,
Gutters, Sidewalks and Related Items
Bid # B16151641033**

Addendum No. 1

- Item #1 The bid due date has not changed.
- Item #2 **The Pricing Schedule has been updated.** All unit prices offered must be submitted on the updated Pricing Schedule marked "Addendum 1."
Failure to submit prices on the updated schedule will result in the rejection of the bid, as "Non-Responsive."

Receipt and acknowledgement of Addendum No. 1 to B16151641033:

Contractor's Name: G & G Concrete Inc.

Signature: Shane Gassaway

Typed or Printed Name & Title: Shane Gassaway President

Date: 3/30/16

ADDENDUM 1

III. BID PROPOSAL DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
B16151641033**

B. PRICING SCHEDULE

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for the **Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items** in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
1	<u>CURB AND GUTTER REMOVAL AND REPLACEMENT</u>			
	171A	21" Vertical Curb & Gutter	LF	\$ 64.50
	171B	21" Rolled Curb & Gutter	LF	\$ 57.00
	171C	3' Vertical Curb & Gutter	LF	\$ 62.00
	171D	3' Rolled Curb & Gutter	LF	\$ 58.00
	171E	5' Vertical Curb & Gutter (Match Existing)	LF	\$ 68.00
	171F	5' Rolled Curb Gutter	LF	\$ 67.00
	171G	Gutter Overlay (3" Thick) – <i>no removal</i>	LF	\$ 12.00
	171H	Curb Only (<i>Curb Type 14A, see detail on page 33</i>)	LF	\$ 30.00
	171I	Curb Only (<i>Curb Type 14, see detail on page 33</i>)	LF	\$ 28.00
SUBTOTAL FOR LINE ITEM 1 – CURB AND GUTTER REMOVAL AND REPLACEMENT				\$ 446.50

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
2	<u>CURB AND GUTTER REMOVAL</u>			
	172A	AC Pavement Removal	Sq Ft	\$ 7.00
SUBTOTAL FOR LINE ITEM 2 – CURB AND GUTTER REMOVAL				\$ 7.00

G & G CONCRETE INC.
3875 Taylor Rd. Suite D
Loomis CA 95650

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
3	<u>REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS</u>			
	173A4	0 square feet to 100 square feet – 4"	Sq Ft	\$ 18.50
	173A6	0 square feet to 100 square feet – 6"	Sq Ft	\$ 19.25
	173B4	101 square feet to 300 square feet – 4"	Sq Ft	\$ 15.00
	173B6	101 square feet to 300 square feet – 6"	Sq Ft	\$ 16.25
	173C4	301 square feet to 500 square feet – 4"	Sq Ft	\$ 13.00
	173C6	301 square feet to 500 square feet – 6"	Sq Ft	\$ 14.25
	173D4	501 square feet and over – 4"	Sq Ft	\$ 12.00
	173D6	501 square feet and over – 6"	Sq Ft	\$ 13.25
	173E	Removal of Sidewalk, Plus Fill – (if a portion of the sidewalk or park strip is to be removed and not replaced, this amount will be deducted if the property owner or City performs the work)	Sq Ft (per 4" depth)	\$ 4.50
	173F	Aggregate Base – (max 4" lifts) (as per Section 10.7, City of Sacramento Standard Spec for class 2 aggregate base)	Sq Ft	2.00
	173G	Additional Score Lines to Match Adjacent Sidewalk (including Historical Sidewalk Scoring Pattern, see detail on page 36)	Sq Ft	2.25
SUBTOTAL FOR LINE ITEM 3 - REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS				\$ 130.25

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
4	<u>DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT</u>			
	174A	4" Thick Driveway, Remove and Replace, 100 square feet or less	Sq Ft	\$ 19.00
	174B	4" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 17.50
	174C	6" Thick Driveway, Remove and Replace, less than 100 square feet	Sq Ft	\$ 20.00
	174D	6" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 18.75
SUBTOTAL FOR LINE ITEM 4 - DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT				\$ 75.25

G & G CONCRETE INC.
3875 Taylor Rd. Suite D
Loomis CA 95650

Addendum 1
Pricing Schedule
(Page 2 of 4)

ADDENDUM 1

**to
B16151641033**

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
5	<u>TREE ROOT REMOVAL</u>			
	175A	Tree Root Removal	Sq Ft of Surface	\$ 6.50
SUBTOTAL FOR LINE ITEM 5 - TREE ROOT REMOVAL				\$ 6.50

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
6	<u>MISCELLANEOUS SERVICES</u>			
	176A	V-Gutter Removal and Replacement	LF	\$ 45.00
	176B	Gutter Drain, Setting Drain, Type 20's	EA	\$ 40.00
	176C	Set Hood and Grate for A&B Boxes, Including Dig Out and Mortar Finish Inside of the Installed Box	EA	\$ 80.00
	176D	Bus Stops, 3' Rolled, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 70.00
	176E	Bus Stops, 3' Vertical, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 75.00
	176F	Bus Stops, 5' Rolled, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 81.00
	176F1	Bus Stops, 5' Vertical, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 82.00
	176G	Curb Ramps (Remove and replace; City will provide the truncated dome tile)	Sq Ft	\$ 22.00
	176H	Curb Ramps, Historical (Remove and replace)	Sq Ft	24.00
	176H1	Install Truncated Domes. (Remove and replace cast-in-place truncated domes; City will provide the truncated dome tile)	EA	484.00
	176I	Concrete Saw Cutting (shall be done with a power driven abrasive type saw, minimum depth 3-1/2")	LF	7.00
	176J	Replace Backfill Area with Sod - as requested. (total to include cost of sod, labor to install and pick-up of materials)	Sq Ft	7.50
SUBTOTAL FOR LINE ITEM 6 - MISCELLANEOUS SERVICES				\$ 1,017.50

BID TOTAL (Sum of Subtotals 1, 2, 3, 4, 5, and 6, above)			\$ 1,683.00
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Company Name: G & G Concrete Inc.

Addendum 1
Pricing Schedule
(Page 3 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE *(continued)*

Pricing Schedule Notes:

1. In determining the amount bid by each bidder, the 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 face of 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.
2. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity of work to be performed for said item, the item 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 bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the City's estimate of the estimated quantities of work to be performed as items of work.
3. 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 deemed *Non-Responsive* and disregarded.
4. The Contractor submitting this Bid Proposal has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the Contractors in making up this Bid Proposal.

G & G CONCRETE INC.
3875 Taylor Rd. Suite D
Loomis CA 95650

Addendum No. 1 Shane Gung
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____

CONTRACTOR:

G & G Concrete Inc.

By: Shane Gung
(Signature)

Title: President

Address: 3875 Taylor Rd. suite D
(No P.O. Box - Physical Address ONLY)

Loomis CA 95650
(City) (State) (ZIP Code)

Telephone No.: 916-718-5691

Fax No.: 916-259-1388

Federal Tax ID # or Social Security #:

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

72-1557051

eMail: gandgconcrete@gmail.com

Contractor's License No.: 730812, Classification: C-8, expiring on (date) 9/30/17

Contractor's DIR Public Works Contractor Registration Number 1000010208

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three years of the date of my signature below.

EXCEPTION:

Date	Violation Type	Place of Occurrence
If additional space is required use back of this form.		

*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: G & G Concrete Inc.

BY: Sheme Harsaway President Date: 3/30/16

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

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

G. 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.

G & G CONCRETE INC.
3875 Taylor Rd. Suite D
Loomis CA 95650

Minimum Qualifications Questionnaire
Page 1 of 6

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:
G & G Concrete Inc. # 730812 exp. 9/30/2017
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

G & G CONCRETE INC.
3875 Taylor Rd. Suite D
Loomis CA 95650

Minimum Qualifications Questionnaire
Page 2 of 6

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

G & G CONCRETE INC.
3875 Taylor Rd. Suite D
Loomis CA 95650

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

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

Yes

No

OR

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

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

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)

EH = total hours worked by all employees during the calendar year

200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes

No

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

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

Yes

No

G & G CONCRETE INC.
3875 Taylor Rd. Suite D
Loomis CA 95650

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

G & G CONCRETE INC.
3875 Taylor Rd. Suite D
Loomis CA 95650

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 Loomis, CA, on 3/30/16.
(Location) (Date)

Signature: Shane Gussaway
Print name: Shane Gussaway
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.

G & G CONCRETE INC.
3875 Taylor Rd. Suite D
Loomis CA 95650

EQUAL BENEFITS ORDINANCE
DECLARATION OF COMPLIANCE

G & G Concrete Inc.
Name of Contractor

3875 Taylor Rd. Suite D Loomis CA 95650
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") 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 of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000 in total value.
4. 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.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)

5. 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.

G & G CONCRETE INC.
3875 Taylor Rd. Suite D
Loomis CA 95650

Equal Benefits Ordinance Declaration of Compliance
Page 2 of 3

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)

- 6. I understand that failure to comply with the provisions of Section 5. (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.
- 7. 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.
- 8. 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 EBO 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.
- 9. 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 City's Equal Benefits 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.

Shane Gassaway
Signature of Authorized Representative

3/30/16
Date

Shane Gassaway
Print Name

President
Title

G & G CONCRETE INC.
3875 Taylor Rd. Suite D
Loomis CA 95650

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items

H. 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.

G & G Concrete Inc.
 Bidder
 BY: Shane Gassaway
 Title: President
 Address: 3875 Taylor Rd ste D
Loomis CA 95650
 Date: 3/30/16

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)

Fiscal Year 2017 - Price Sheet
Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

CODE	DESCRIPTION OF WORK	UNIT	PRICE	DIMENSIONS	QTY	CODE
1. CURB AND GUTTER REMOVAL AND REPLACEMENT						
1A	21" Vertical Curb & Gutter	LF	\$63.42		=	171A
1B	21" Rolled Curb & Gutter	LF	\$56.02		=	171B
1C	3' Vertical Curb & Gutter	LF	\$62.96		=	171C
1D	3' Rolled Curb & Gutter	LF	\$58.84		=	171D
1E	5' Vertical Curb & Gutter (Match Existing)	LF	\$76.59		=	171E
1F	5' Rolled Curb Gutter	LF	\$78.08		=	171F
1G	Gutter Overlay (3" Thick) -- no removal	LF	\$14.78		=	171G
1H	Curb Only (Curb Type 14A)	LF	\$34.38		=	171H
1I	Curb Only (Curb Type 14)	LF	\$32.89		=	171I
2. CURB & GUTTER REMOVAL						
2A	AC Pavement Removal	LF	\$10.80		=	172A
3. REMOVE AND REPLACE SIDEWALK, ALLEY AND DRIVEWAY CUTS						
3A4	0 square feet to 100 square feet -- 4"	SQFT	\$19.38	X	=	173A4
3A6	0 square feet to 100 square feet -- 6"	SQFT	\$20.20	X	=	173A6
3B4	101 square feet to 300 square feet -- 4"	SQFT	\$16.92	X	=	173B4
3B6	101 square feet to 300 square feet -- 6"	SQFT	\$16.35	X	=	173B6
3C4	301 square feet to 500 square feet -- 4"	SQFT	\$14.60	X	=	173C4
3C6	301 square feet to 500 square feet -- 6"	SQFT	\$15.39	X	=	173C6
3D4	501 square feet and over -- 4"	SQFT	\$12.95	X	=	173D4
3D6	501 square feet and over -- 6"	SQFT	\$14.50	X	=	173D6
3E	Removal of Sidewalk, Plus Fill	SQFT	\$7.20	X	=	173E
3F	Aggregate Base (max 4" lifts)	SQFT	\$4.52	X	=	173F
3G	Additional Score Lines to Match Adj. SW	SQFT	\$1.74	X	=	173G
4. DRIVEWAY APPROACHES REMOVE AND REPLACE						
4A	4" Thick remove & replace <100sqft	SQFT	\$19.27	X	=	174A
4B	4" Thick remove & replace >100sqft	SQFT	\$17.17	X	=	174B
4C	6" Thick remove & replace <100sqft	SQFT	\$20.62	X	=	174C
4D	6" Thick remove & replace >100sqft	SQFT	\$18.00	X	=	174D
5. TREE ROOT REMOVAL						
5A	Tree Root Removal	SQFT	\$8.85	X	=	175A
6. MISCELLANEOUS SERVICES						
6A	V-Gutter Removal and Replacement	SQFT	\$45.94	X	=	176A
6B	Gutter Drain, Setting Drain, Type 20's	SQFT	\$159.03	X	=	1 6B
6C	Set Hood and Grate for A&B Boxes	EA	\$304.53		=	176C
6D	Bus Stops, 3' Rolled, 10" thick	EA	\$73.43		=	176D
6E	Bus Stops, 3' Vertical, 10" thick	LF	\$79.04		=	176E
6F	Bus Stops, 5' Rolled, 10" thick	LF	\$94.87		=	176F
6F1	Bus Stops, 5' Vertical, 10" thick	LF	\$97.84		=	176F1
6G	Curb Ramps	SQFT	\$26.64	X	=	176G
6H	Curb Ramps, Historical (R&R)	SQFT	\$31.31	X	=	176H
6H1	Install Truncated Domes	EA	\$154.77		=	176H1
6I	Concrete Saw Cutting	LF	\$7.60		=	176I
6J	Replace Backfill Area with Sod	SQFT	\$6.31	X	=	176J
7. OTHER CUSTOM WORK						
7A	Custom Work	EA			=	177A

CPI: (N/A)

A* Arborist fee is \$110.00 for two hours.

AGREEMENT

(Maintenance Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation (“City”), and Madriago-Lewis Construction, Inc., 6380 Freeport Blvd., Scaramento CA 95822 (“Contractor”).

The City and Contractor 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 AND TERM OF CONTRACT

- A. 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:

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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

- B. A general scope of work is contained in the Technical Specifications and may be further defined in a job/task order. Work shall be assigned to Contractor by City on an individual job or task basis, by City's issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Contract, and the Contractor shall perform, comply with and be subject to all provisions of this Contract with regard to any work performed pursuant to any such job/task orders. The job/task orders may involve varying levels of effort during the term of the Contract. The need for services may not be continuous during the term. It is understood and agreed by Contractor that no services at all may be required by City under this Contract. The City will contact Contractor regarding a specific job/task. Contractor shall not commence work prior to receiving a notice to proceed from the City.
- C. The initial term of this Contract is one (1) year from the date of City award. The City may extend the Contract term in writing for additional successive one (1) year periods, provided that the total Contract term including any such extensions shall not exceed five (5) years.

5. CONTRACT AMOUNT AND PAYMENTS

- A. Pursuant to Sacramento City Code Section 3.60.180, the Contractor is required and agrees to pay the State of California, Department of Industrial Relations prevailing wage rates for covered trades employed. The prevailing wage rates may be found at <http://www.dir.ca.gov/dlsr/pwd/>. For job/task orders of \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code. Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Contractor is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. Payment for each job or task shall be authorized by job/task order as provided in Section 4, above, and City shall have no responsibility or liability for any payment not authorized by a City-issued job/task order. All payments shall be made 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.
- C. Unit prices and hourly rates shall not exceed the amount(s) set forth in Contractor's Proposal Form, provided that for each year the Contract term is extended, to account for inflation, the unit prices and hourly rates set forth in Contractor's Proposal Form shall be increased by an amount equal to three (3) percent or the percentage increase for the previous 12 month period in the Consumer Price Index (CPI), San Francisco area, whichever is less.
- D. Subject to deductions, withholdings and additions as specified in the Contract Documents, Contractor shall be paid the sum computed at such unit prices or hourly rates, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual hours worked or actual amount of each such unit price item performed and/ or furnished and incorporated in the Work.
- E. **Maximum Annual Payment:** The total amount paid for all Work authorized by job/task orders during any one year term of the Contract shall not exceed \$ N/A .

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 (in the format required by City) 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 by City of the Work specified in the job/task order. Acceptance by Contractor of the final payment for a job/task order 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 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. Statements may be personally delivered or mailed to:

**City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Bldg. 9
Sacramento CA 95822**

ATTN: Erick Talavera

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 for a job or task as directed in the City-issued job/task order and shall diligently prosecute the Work to final completion. The continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

If so specified in a City-issued job/task order, the Work required by the job/task order shall be brought to completion in the manner provided for in the Contract Documents on or before the date specified in the job/task order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete such 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 any 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, 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 acceptance of the Work, 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 City acceptance of the Work performed for the applicable job/task order. 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 City acceptance of the Work performed for the applicable job/task order.

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 Work specified in a job/task order were not completed by the Completion Date specified therein 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 specified in a job/task order by the Completion Date specified therein, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete such Work within such time.

- B. If a job/task order specifies a Completion Date for the Work required by the job/task order, Contractor shall pay liquidated damages to City for failure to complete such Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of N/A for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such 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.

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

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.
- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of 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 therefore 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; sit-downs; 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 specified in a job/task order (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, if the applicable job/task order specifies a Completion Date, 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 issuance by City of a revised job/task order granting such extension of the Completion Date. 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 as provided herein.

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 by a job/task order are not completed as of the Completion Date specified in the job/task order, if any (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. 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

- A. 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):
- (1) For Work executed pursuant to approved job/task order(s) 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;
 - (2) For reasonable expenses directly attributable to termination.
- B. 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 Surety(ies) 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, either 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:

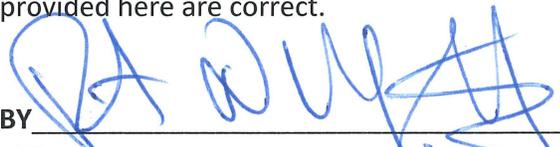
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or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

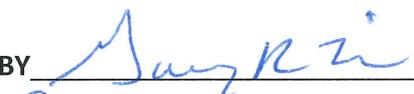
CONTRACTOR

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

DATE: 5-19-16

BY 

Robert N. Madriago
Print Name
Sec/Treas
Title

BY 

Gary R. Lewis
Print Name
President
Title
68-0486659
Federal ID#
435-1379-5
State ID#
128462

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 (Two Signatures Required)
- Limited Liability Company
- Other (**please specify:** _____)

CITY OF SACRAMENTO
A municipal corporation

DATE: _____

BY _____

Jerry Way

Print Name

Director of Public Works

Title

For John F. Shirey, City Manager

Original Approved As To Form:



City Attorney

Attest:

City Clerk

**Invitation for Sealed Bids
and Contract Specifications**

for

**MAINTENANCE AND REPAIR OF CURBS,
GUTTERS, SIDEWALKS, AND RELATED ITEMS
BID # B16151641033**

Project Description:

Work-order/task-based maintenance and repair of curbs, gutters, and sidewalks and installation of curb ramps, citywide. There will be multiple contract awards.

Pre-Bid Conference:

1:30 p.m.
Wednesday, March 16, 2016

at:
South Area Corporation Yard
5730 24th Street, Building 9
Sacramento CA 95822

Bids to be received before:

2:00 p.m.
Wednesday, March 30, 2016

at:
Office of the City Clerk
New City Hall, 5th Floor
915 I Street
Sacramento CA 95814

Project Manager:

Erick Talavera
Operations General Supervisor
(916) 808-2272
etalavera@cityofsacramento.org

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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NOTICE TO CONTRACTORS

Sealed Bid Proposals will be received by the City of Sacramento Office of the City Clerk at the New City Hall, 915 I Street, 5th Floor, up to the hour of 2:00 p.m. on **March 30, 2016** and will be opened as soon thereafter as business allows, on **March 30, 2016**, in the Hearing Room, 2nd Floor, Historic City Hall for:

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed Proposals shall be submitted on the printed forms contained in the Invitation for Bid and enclosed in an envelope marked:

Sealed Bid Proposal for: Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items (Bid No. B16151641033)

Official electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page:

PLANET BIDS

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

Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

Bid information obtained from third party sources will not be considered official and not fulfill a bidder's responsibility for obtaining all official bid information as posted on our official site at the link above.

All bidders are invited to attend an optional Pre-Bid Conference at the South Area Corporation Yard, 5730 24th Street, Bldg. 9, Sacramento CA 95822, on Wednesday March 16, 2016, at 1:30 p.m.

Questions regarding this bid should be referred to the Project Manager. All inquiries should be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding..

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

Contractors and subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less.

The City of Sacramento has an approved Labor Compliance Program. The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007. Each contractor and every lower-tier subcontractor must submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Bid protests must be filed 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 to be considered valid in accordance with City of Sacramento Resolution No. 2003-231, dated April 29, 2003. As used herein, 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, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of 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, New City Hall; Sacramento, CA 95814.

City of Sacramento
FORMAL BID / PROPOSAL DELIVERY OPTIONS

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS): - Regular First Class - Certified or Return Receipt - Priority - Express	Office of the City Clerk P.O. Box 122391 Sacramento, CA 95812-2391
2.	Expedited Services: - FedEx - UPS - DHL	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814
3.	Personal Delivery: - Hand Delivery - Courier	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

1. Terms and Definitions

Wherever in the Scope of Work, Technical Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

ADA –	Americans with Disabilities Act of 1990
City –	City of Sacramento
MUTCD –	2014 California Manual on Uniform Traffic Control Devices, and any amendments and revision thereto
Director –	Director of Public Works, City of Sacramento
Standard Specifications –	City of Sacramento Standard Specifications for Public Construction, August 14, 2007, and Addendums (or any updated City Standard Specifications when adopted). http://www.cityofsacramento.org/Utilities/Resources/Specs-and-Drawings
Department –	Department of Public Works, City of Sacramento
Inspector –	The Maintenance Services Division has designated Construction Inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Projects Construction Inspector.
Project Manager –	The Operations General Supervisor assigned to oversee Concrete Maintenance for the City of Sacramento
Working Day –	Defined as any eight (8) hour day, except as follows: Saturdays, Sundays, City-observed holidays, and other days the City is closed, as shown on the City of Sacramento Working Calendar, days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Inspector from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

2. Scope

This Contract is for concrete work primarily limited to curbs, gutters, sidewalks, and related items located throughout the City of Sacramento. The individual jobs typically range in size from 6 square feet to 600 square feet. The City will make repayment for this work.

The Contractor must provide all labor, material, tools, and equipment necessary to complete all work in a workmanlike manner. All work must be performed in accordance with contractual documents, including the specified Work Order(s) and the Project Manager's or designated Inspector's instructions, and shall comply with the City of Sacramento Standard Specifications for Public Works Construction, including but not limited to Section 10 – Construction Materials, Section 17 – Laying Base, Section 18 – Side Forms and Headers, and Section 24 – Curb, Gutter, Sidewalks, and Gutter Drains. Additionally, all work shall comply with the attached drawings that incorporate the latest ADA requirements, as well as the City of Sacramento's Sidewalk Closure Policy and Standards, dated August 14, 2007. In the event these standards and specifications should be changed, revised or updated, Contractor will be provided with the new documents. At the time new standards and specifications are distributed, Contractor will be required to follow updated requirements.

Additional requirements:

- a. Lamp Black is required and shall be added to the concrete mix at the rate of one (1) pound of per cubic yard of concrete, unless otherwise directed by the City Inspector.
- b. Doweling is required on all sidewalk, curb, and gutter projects.
- c. Asphalt and concrete removal cuts shall be neat and straight, and made with a City-approved saw.
- d. Root inspection/root cutting: The Contractor shall contact the City Arborist to schedule a root inspection 48 hours prior to removing the sidewalk. Once the appointment for the root inspection has been set, the Contractor is responsible for removing the concrete and excavating to expose the roots prior to the Arborist's arrival. After completing the inspection, the Arborist will then recommend how the tree roots are to be cut.

Tools required for this work are, but not limited to: pneumatic or hydraulic jackhammer, gas driven abrasive concrete saw (water-cooled blasé), mechanical compaction equipment, miscellaneous hand tools, etc.

3. Period of Performance

Period of Performance will begin on July 1, 2016 (or upon date of award by City Council, if later) and end June 30, 2017 with the option to extend two additional years. Extensions are not guaranteed, will be agreed upon and in writing.

Option Period One will begin July 1, 2017 and end June 30, 2018.

Option Period Two will begin July 1, 2018 and end June 30, 2019.

4. Option Period(s)

The successful bidder/offeror grants the Option Period(s) listed in the Pricing Schedule to the City of Sacramento. The Option Period(s) may be exercised at any time up to within 30-calendar days of the contract completion date. Exercise of the Option Period(s) occurs upon mailing of written notice to the Contractor. The Option Period(s) will be exercised at the sole discretion of the City of Sacramento.

At the time the Option Period(s) are exercised, annual adjustments to account for inflation may be added to the total per item charge as indicated in the Pricing Schedule. This annual adjustment will be based on CPI information as well as current material costs and market conditions specific to this work. Any increase granted shall not exceed four (4) percent above the previous year's pricing.

The City will also look to see if a cost savings is due to the City, based on the CPI, market conditions, and material costs specific to this work. If a cost savings is due to the City, the Pricing Schedule will be adjusted accordingly.

5. Contract Pricing

The Contractor shall furnish fully-burdened pricing, including all labor, materials, tools, arrow boards, message boards, equipment, sediment vacuums, water supply, and incidentals for doing all work involved in the execution of this contract. No additional compensation will be allowed.

A contract for the services described in this Invitation for Bid (IFB) will not be awarded to the single lowest responsible bidder at its bid price – this is a multiple award contract. Instead, the City will review all bids for technical capability, responsibility, and responsiveness.

All of bid submissions that are found to be technically capable, responsible, responsive, and their pricing is found to be within the competitive range will be awarded a contract with the City in the following manner:

1. The City will evaluate the line item unit price(s) submitted by each responsible, responsive, and reasonable bidder. The City will arrive at the contract line item price by deleting the highest and lowest unit bids submitted for each line item(s). Those values that remain will be averaged, and the sum will be the established unit price for that particular line item(s). This is the value that the City of Sacramento will pay for that line item to all of the contractors to whom a contract is awarded.
2. The City will then establish the Primary and Secondary lists of contractors. The primary list will consist of up to seven contractors whose bid submissions were found to be the lowest, responsible, and responsive bidders. The remaining contractors will be added to the secondary list in the order of established above.

At the time the Option Period(s) is due to be exercised, the Contractor will have an opportunity to increase pricing, as provided in Section 4, Option Period(s), above. The Contractor's request must be submitted in writing on company letterhead 30-days prior to the exercise of the option period(s). At this same time, the City will do an analysis to

see if a cost savings is due to the City. The analysis will take into consideration the CPI, market conditions, and material(s) pricing. All bidders to whom a contract is awarded will then be paid this same amount for each of the line item(s).

6. Primary and Secondary List of Contractors

As stated in Section 5, above, the City has a requirement for up to seven contractors throughout most of the year, subject to weather conditions and other constraints. Therefore, the City will establish a primary list of contractors consisting of up to seven contractors.

When the primary list is full, a secondary list will be established and used as needed. The City may award new contract(s) using the established unit price list at any time during the contract period.

The City of Sacramento will prioritize and assign work to the Contractor(s) on the primary list for the specific Neighborhood Service Area that the Contractor(s) is assigned to. During any period when all Contractors on the primary list are working and additional contractors are required, the City will utilize the secondary list.

Both the primary and secondary list(s) are rotational - within their own group. In the event, that a Contractor falls off of the primary list, another contractor may be moved up from the secondary list based on operational need. The City of Sacramento does not guarantee work to any Contractor. Work Order packages will be distributed among contractors who are assigned to a specific Neighborhood service area, unless the City of Sacramento Inspector and/or designated Project Manager has identified a specific need in one of the neighboring service areas, at such time the Contractor may be required to perform work in an area other than the usual assigned area.

7. Assignment of Work

The Maintenance Services Division has designated inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Project Inspector. Contractors will typically be rotated amongst the five Neighborhood Service Area(s) on a bi-annual basis. Upon assignment of the Street Order Repairs, the Inspector will call the Contractor to pick-up the repair order package.

Contractors must contact the Inspector to whom they are assigned by telephone, email, or text message each business day no later than 8:00 a.m. with the following information: (a) Work location; (b) Whether the Contractor would like to meet with the Inspector for questions or clarification. If the Contractor is unable to make contact with their assigned Inspector, they are responsible for contacting the Lead Inspector by phone or email.

For the life of the contract, Contractor shall maintain a telephone and/or answering machine that will enable the Inspector to make contact with the Contractor at all times – cellular phones are acceptable.

8. Demerits

In the event that the contractor does not perform in accordance with the contract's Terms and Conditions, Scope of Work, the City of Sacramento's Standard Specifications for Public Works Construction, Sidewalk Closure Policy and Standards, and the designated inspector, a demerit will be assessed. Specifically, a demerit will be assessed for the following occurrences:

- a. Failure to begin assigned work at the job site at the time(s) indicated by the Project Manager or designated Inspector.
- b. Unavailability for work at the time, date, and/or jobs as directed by the City.
- c. Failure to provide qualified personnel and/or proper equipment as determined by the City's requirements.
- d. Failure to follow the Inspector's work requirements and directions.
- e. Unsatisfactory or unsafe work habits, conditions, and/or employees.
- f. Sub-standard work, as determined by the Inspector and failure to correct all substandard conditions noted within 24-hours.
- g. Failure to contact the City by telephone or in person during the hours specified below.
- h. Violation of any of the work contracted requirements, as stated in the contract's terms and conditions, the City of Sacramento's Standard Specifications for Public Construction, and the City of Sacramento's Sidewalk Closure Policy and Standards.
- i. Failure to follow ADA requirements.
- j. Failure to complete utility cuts within 15 calendar days after receiving the work order.

When a demerit is assessed to a Contractor, a written notification will be provided detailing the violation.

9. Removal and Reassignment from the Primary List to the Secondary List

In the event Contractor(s) assigned to the Primary List receives a total of three (3) demerits in one contract year, Contractor(s) will be removed from the Primary List and will be reassigned to the bottom of the Secondary List. In the event Contractor(s) is/are removed from the Primary List, the top listed vendor from the Secondary List may be moved to the Primary List.

If a Contractor(s) is/are removed from the Primary List after receiving three (3) demerits in one contract year, the Contractor will be advised by telephone of his/their removal. The removal will be confirmed in writing. The Operations General Supervisor will notify all Contractors of their new/revised numerical standing on both the primary and secondary lists.

Assignment from the Secondary List to the Primary List will be at the discretion of the Operations General Supervisor.

10. Invoicing and Payment

Upon completion of a work assignment, the Contractor will submit all invoices to be inspected and approved by the area inspector. The City will pay all invoices on a Net 30 basis.

Invoices for payment shall not be submitted until all work is complete, ready for final inspection, and accepted by the Inspector. All invoices shall be sufficiently detailed to allow for thorough analysis prior to approval. Those invoices that do not provide sufficient information or are not in the approved format shall be returned immediately to the Contractor. Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor. The Net 30-day payment term does not begin until a complete and correct invoice is accepted by the City.

The invoice shall, at a minimum, include the following information:

1. Contractor letterhead, including address
2. Contract Name
3. Description of services billed under this invoice.
4. Date of Invoice Issuance
5. Invoice Number
6. City's Purchase Order Number
7. City's Work Order Number
8. Amount of the Invoice

Invoices shall be mailed or hand delivered to:

City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Building 9
Sacramento, California 95822

11. Commencement and Execution of Work

Contractor shall commence work within two business days from receipt of the Street Work Order from the City Inspector. Commencement of work means to engage in a continuous program onsite including, but not limited to, site posting, site clearance, grading, dredging, landfilling, and the fabrication, erection, or installation of the work and clean-up of site.

Contractor shall notify the resident(s) of the property of any scheduled work to be done 72-hours prior to commencement of any work with a door hanger, provided by the City of Sacramento. Contractor is to provide a temporary traffic control plan and any traffic impact-related public outreach in a timely manner prior to commencing work.

In the event the property is located in an area with parking meters, the Contractor is responsible for notifying their area inspector at least 72-hours prior to the commencement of work. This notification is in addition to the 72-hour notification to the property owner.

No subcontractors shall be allowed to provide work except for specialized services and must be approved, in advance, by the Operations General Supervisor.

12. Survey Monuments

Contractor shall notify the Inspector three (3) business days prior to removing curb, gutter, and sidewalk within the curb return areas in order for the Inspector to check and reset centerline monumentation. An administrative charge of \$1,000, up to \$2,500, will be assessed for each curb return areas removed in violation of these instructions.

13. USA Requirements

Contractor shall comply with California Government Code 4216, CalOSHA Title 8, Section 1541, and USA North regulations. The Contractor is responsible for clearly marking the work area. **All USA markings (painted or other) shall be removed upon completion of the excavation activities prior to the invoice being submitted.** The limits of the removal shall be the length and width of the curb, gutter, and sidewalk repair project. Removal shall be by sand blasting, high-pressure wash or a method approved in advance by the Engineer or Inspector. Removal shall be accomplished in a manner that leaves the site in a condition equal to or better than before the markings were placed.

14. Assessment of Administrative Penalties

Contractor must comply with all Section and Provisions of Sacramento City Code, specifically Title 8, Chapter 8.68 (as it relates to noise) and Title 12, Chapters 12.04-12.32 (as it relates to sidewalk regulations, construction and repair) or suffer penalties as stated in Chapter 12.20 of Title 12, Section 8.68.220 and Section 8.680.280 of Title 8 and Subsection (l) of Section 3.60.360 of Title 3 of the Sacramento City Code relating to Construction and Other Work in the City Streets.

15. Street and Lane Closures – Temporary Traffic Control

The Contractor is responsible for adhering to all guidelines as stated in Section 12.20.0202 of Title 12 of the City Code pertaining to the Closure of Streets for Work. The Contractor shall submit a Traffic Control Plan to the Inspector to whom the Contractor is assigned at least 10 days prior to the commencement of work. The Traffic Control Plan shall be developed within the following parameters:

- a. Contractor must adhere to all guidelines as stated in Section as.20.030 of Title 12 of the Sacramento City Code pertaining to the Traffic Control Plan – Requirements and Section 6-10 of the Standard Specifications for Public Construction.
- b. Traffic flow plans shall include the placement of barricades and warning signs. The plan shall outline the work order, duration of work, and methods for moving traffic through the construction area. Normal passage shall be available to pedestrians and meet all ADA requirements for user with disabilities. The plan shall show the flow of movement for pedestrian and bicycle traffic altered by the construction or excavation. Traffic Control Plans are to follow the guidelines and requirements of the *California Manual of Uniform Traffic Control Devices*.
- c. Arrow and message boards for lane closures will be used at the direction of the City, or as required by the approved traffic control plan.

- d. Contractor is responsible for monitoring and maintaining all traffic and pedestrian control features, devices, and equipment from start to completion of the repair and maintenance project and/or as directed by the Inspector.
- e. Contractor is responsible for coordinating with the City of Sacramento's Utility Department at least five (5) days prior to the commencement of work requiring fire hydrant shutdown. Contractor shall provide the fire hydrant shutdown schedule to the Inspector at least five (5) days in advance of work commencement.

16. Holiday Season Street Work Moratorium

To reduce traffic congestion during the holiday season, no construction or maintenance projects will be allowed on any of the streets listed on Exhibit D during the holiday season. The holiday season begins Thanksgiving Day and ends on the first workday after New Year's Day. Exceptions may be approved on a case-by-case basis.

No street or sidewalk work, cuts, or trenching will be allowed during this period on the listed streets. All existing street work that cannot be completed prior to the moratorium shall be back filled and paved. All barricades and barriers shall be removed from all travel lanes.

Only emergency repairs will be permitted during this holiday period. All such repairs shall be immediately reported to the assigned Inspector, not later than one hour of the determined need. If an emergency arises during the City's non-working hours, notification to the above office shall be made prior to 9:00 a.m. of the following workday.

17. Materials

Construction materials shall conform to Section 10, Construction Materials, of the City of Sacramento's Standard Specifications for Public Construction.

- a. Concrete
 - i. All concrete placed shall contain six (6) sacks (576 lbs.) of Portland cement per cubic yard and shall have a maximum size for coarse aggregate of one inch (1").
 - ii. Portland Cement used in said concrete shall conform to the American Society for Testing Materials Designation C150, Type II.
 - iii. Unless otherwise specified, all work for curb, gutter, and sidewalks shall conform to Section 24 – Curbs, Sidewalks, and Gutters of the City of Sacramento's Standard Specifications for Public Construction (June 2007).
 - iv. Concrete shall contain 1 pound of lamp black per cubic yard of concrete, unless otherwise directed by the Work Order or the City Inspector.
 - v. Original concrete load tags shall be retained by Contractor for a minimum of one (1) year after completion and acceptance of a project and provide them to the City upon request.

b. Reinforcing Steel

Reinforcing steel shall conform to Section 52, Bar Reinforcement, in the State of California, Department of Transportation. Unless otherwise provided by the Special Provisions, bar reinforcement shall be deformed and shall be Grade 60 conforming to the "Deformed Billet-Steel Bars for Concrete Reinforcement" (ASTM Designation A 615).

Welded steel wire fabric for concrete reinforcement shall conform to ASTM Designation: A 185. The gauge of the wire and the dimensions of the mesh will be shown on the plans.

c. Curb Dowel and Tie Bars

Dowel and tie bars for curbs shall conform to ASTM Designation: A 165, Grade 60 or Grade 40 may be used at the Contractor's option.

d. Excavated Materials and Spoils

Contractor shall remove all excavated and spoil materials from the job site daily unless authorized by the Inspector. Failure to remove the excavated and spoil materials will result in a demerit.

e. City Provided Materials

The City of Sacramento shall provide the following materials: rubber sidewalk panels, sidewalk metal plates and specs, sidewalk drains, gutter drain, door hangers, and No Parking postings.

18. Grading

Subgrades for pavement, curb and gutter, sidewalk, lined channels and ditches, or for rock base under pavements shall be furnished accurately and true to the lines and sections shown on the plans, within a tolerance of + or -0.05 feet. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of not less than ninety five percent (95%). The subgrade shall be free of segregated material and shall be smooth and true to the required grade and cross section. The Contractor will repair at his expense any damage to a prepared subgrade caused by his operation or by use of public traffic. No material shall be placed upon the prepared subgrade until it is in a condition meeting the requirement specified.

19. Landscape and Irrigation

- a. The Contractor will be required to backfill all areas between (a) the back of the curb and sidewalk, and (b) back of sidewalk and property line.
- b. Landscape fill shall consist of fertile, friable soil of loamy character. It shall be obtained from well drained, arable land and shall be free from subsoil, refuse, roots, heavy or stiff clay, stones larger than one inch (1") in size, coarse sand, noxious weeds such as Bermuda, Nut Grass and Morning Glory, stocks,

brush, litter and other deleterious substances. Topsoil shall be capable of sustaining healthy plant life.

- c. When requested by the City, the Contractor will provide sod replacement in areas behind the curb in park strip areas and behind the sidewalk as deemed necessary and authorized by the Inspector. Payment for this work will be paid on a square foot price as listed on the Pricing Schedule of this contract.
- d. Contractor is responsible for repairing and replacing any irrigation that is damage through the excavation or replacement work of the project.
- e. Contractor must complete all repairs within 24-hours of notification from the inspector.

20. Gutter Drains

Cast iron gutter drains of the type indicated by the plans shall be installed at points designated. The types of Standard City of Sacramento Gutter Drains are provided in the Standard Specifications for Public Works Construction, Section 38, Standard Drawings. The drains to be set under this contract will be furnished by the City. Gutter drains shall be cemented flush with the surface of the concrete gutter, and/or curb.

21. Erosion and Sediment Control

Attention is directed to Section 16-3, Erosion, Sediment, and Pollution Control, of the City of Sacramento Standard Specifications and the Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control, dated June 2007. Before starting on the project, the Contractor shall submit for acceptance by the Inspector, an erosion and sediment control plan. The plan shall be implemented during construction of the project to control the major sources of urban runoff pollution from the construction site, including erosion, sedimentation, and improper handling/storage of construction materials and equipment. The elements listed below shall be considered in the development of the plan and the plan shall include sufficient detail to assure the objectives will be satisfied.

- a. Wash water, slurry and sediment from concrete and asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be vacuumed and disposed of by Contractor in a manner approved by the Inspector. No dumping into tree wells or other planting areas, or open cuts.
- b. Vegetation Stabilization – Preservation of existing vegetation; seeding and planting; mulching; providing grassy swales and buffers.
- c. Physical Stabilization – Jute Netting; Drain Outlet Protection; Dust Control; Rocked or Paved driveways from project site to street to prevent tracking dirt unto the public right-of-way and gutters.
- d. Sediment Controls – Silt fences; check dams; straw bale barriers; sandbag barriers; rock filter beds; sediment traps, sediment basins, drop inlet protection

such as straw bales, gravel traps and filters, burlap filters, and sandbag protection.

- e. Specific Maintenance Plan and Program - Establishes a frequency of checking erosion and sediment controls after they have initially have been constructed through the end of the project.
- f. Construction Site Housekeeping Practices – Stabilized construction entrances; solid waste management; material storage and delivery; concrete waste disposal; hazardous materials management; maintenance and cleaning; spill prevention and control; daily maintenance and clean-up.
- g. Concrete Waste Management-Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including leftover concrete and material from washing out the concrete truck, shall not be disposed of in a trench or washed into the storm drain system.

22. Barricades

The Contractor will furnish and place Type 1 barricades, in good condition, when they remove the curb, gutter, and/or sidewalk. The City will only supply barricades when the City does the removal. Barricades shall remain in place a minimum of 72-hours after concrete has been poured on new curb and gutter. Barricades shall be placed so as to prohibit vehicles from parking adjacent to new work; spacing shall not exceed twenty (20) feet between barricades.

Barricades used and set-up on the sidewalk and curb ramp construction shall be equipped with all necessary features such as, upper and lower railings, signs, lights, etc., that are required to comply and meet all ADA regulations pertaining to disabled pedestrian traffic and pedestrian control. Reference the City of Sacramento Sidewalk Closure Policy and Standards, dated August 14, 2007.

Contractor shall be responsible for monitoring and keeping barricades placed on curb and gutter work site during the 72-hours requirement period and/or until paved back by City Crews. Contractor is responsible for barricade removal once all time requirements have elapsed and/or City crews have completed pave-back work.

All other barricades shall be removed within 24-hours of completion of concrete work or as deemed appropriate by the Inspector.

23. Repaving

When repaving is needed, the Contractor shall notify the Maintenance Services Division's Lead Construction Inspector by email within 48-hours after the concrete has been poured. Contractor will specify in the email when a driveway is impacted. Failure to comply will result in a demerit.

24. Time Limits

Each Repair Work Order will be completed as indicated:

- a. "Individual Repair Orders" will be completed within ten (10) working days after direction to proceed has been given.
- b. "Package of Repair Orders" consists of fifteen (15) to thirty (30) repair orders and will be completed within twenty (20) working days after direction to proceed is given.
- c. Utility cuts shall be given priority and be completed no later than 15 days of receiving the work order.

Individual repair orders and packages of repair orders will be assigned to the Contractor as prior assigned work is completed and/or approved by the assigned Inspector or Project Manager.

25. Bonds and Insurance

Prior to the execution of a contract, bidders will be required to provide Performance and Payment Bonds in the amount of \$25,000 each. These bonds must be issued by an admitted surety in the form included in these specification, and will be required for the duration of the contract including any extended term(s). Prior to the City's execution of a contract, bidders shall be required to provide proof of insurance and additional insured endorsements as required under the contract.

26. Additional Services

Work not specifically named in the Pricing Schedule shall be negotiated on an individual basis. Prices offered shall as low as or lower than those offered to Contractor's most favored customer for comparable work under similar terms and conditions

27. Notification of Material Changes in Business

Contractor agrees that if they experience any material changes in their business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., they will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

28. Licensing

All Contractors who submit bids on a public works project must be properly licensed. This contract requires either a Class A or C-8 license.

29. Subcontracting

Contractor may only subcontract for the procurement of materials. Contractor shall not enter into a contract or agreement with any individual, partnership, corporation, firm, or other entity to perform any portion of the work or services under this Agreement, without first obtaining permission from the Project Manager.

30. Warranty

The work furnished under these specifications shall be guaranteed for a period of one (1) year from date of acceptance thereof against defective materials, equipment and workmanship. Upon receipt of notice from the City of failure of any part of the materials, equipment, or workmanship during the guarantee period, the affected part or parts shall be replaced with new material and/or equipment, and at the expense of the Contractor.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT A: DETAIL DRAWINGS

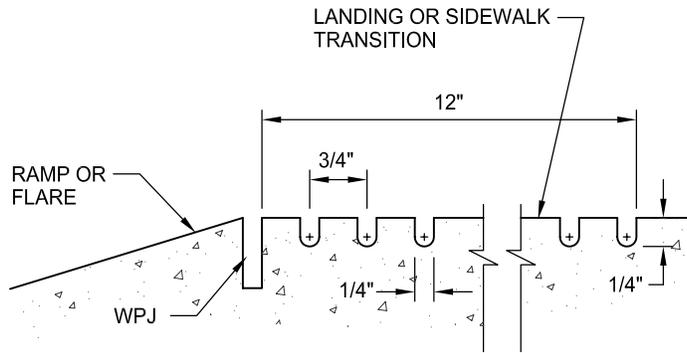
- 1) **SIDEWALK TRANSITIONS**
 - * LOCATED ABOVE RAMP OR LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE AT RAMP OR LANDING
 - * 8.33% (1:12) MAXIMUM SLOPE
- 2) **LANDINGS**
 - * LOCATED ABOVE RAMP
 - * 48" MINIMUM DIMENSION IN ALL DIRECTIONS
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
- 3) **RAMPS**
 - * LOCATED ABOVE PAN OR BELOW LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE
 - * 8.33 % (1:12) MAXIMUM SLOPE
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 4) **PANS**
 - * LOCATED BELOW RAMP
 - * 48" MINIMUM AT BACK OF PAN
 - * 48" MINIMUM FROM BACK OF PAN TO FLOW LINE
 - * 1% (1:100) MINIMUM SLOPE FROM BACK OF PAN TO FLOW LINE
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
 - * ON CORNERS, PAN BOUNDARIES ARE TO BE RADIAL
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 5) **GUTTERS**
 - * ADJACENT TO RAMP OR PAN
 - * 5% (1:20) MAXIMUM SLOPE MEASURED 4' FROM FOC OUT TO STREET PAVEMENT FOR FULL WIDTH OF RAMP.
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES

- 6) **FLARES**
 - * LOCATED ADJACENT TO RAMP
 - * REQUIRED BETWEEN RAMPS WHERE THERE IS NO PLANTER AREA
 - * REQUIRED ON THE EXTERIOR OF RAMPS WHERE THERE IS AN ADJACENT CONCRETE SIDEWALK, REGARDLESS OF OBSTACLES
 - * GENERALLY TRIANGULAR IN NATURE
 - * 10% (1:10) MAXIMUM SLOPE
- 7) **RETAINING CURBS**
 - * REQUIRED ADJACENT TO SIDEWALK TRANSITIONS, LANDINGS, RAMPS AND PANS WHERE THE EXISTING LANDSCAPE (PLANTER AREA) IS 4" OR HIGHER AT ANY POINT ABOVE THE NEWLY CONSTRUCTED CURB RAMP ELEMENT
 - * REQUIRED FOR EXISTING PLANTER AREAS BETWEEN RAMPS
 - * RETAINING CURBS ARE TO HAVE A 6" WIDTH AND A VERTICAL FACE
 - * RETAINING CURB FOUNDATIONS ARE TO EXTEND 8" BELOW THE ADJACENT RAMP ELEMENT SURFACE
 - * OUTSIDE CORNERS OF RETAINING CURBS MUST HAVE A 6" RADIUS
- 8) **12' GROOVING DETAILS**
 - * REQUIRED ADJACENT TO (ON FLAT AREAS ABOVE) RAMP AND FLARE
 - * REQUIRED TO BE PERPENDICULAR TO THE PATH OF TRAVEL
- 9) **CONCRETE COLORING**
 - * LAMP BLACK OR OTHER COLORING SHALL BE ADDED TO NEW CONCRETE AS NECESSARY TO MATCH EXISTING COLOR. THIS APPLIES TO ALL IN FILL LOCATIONS

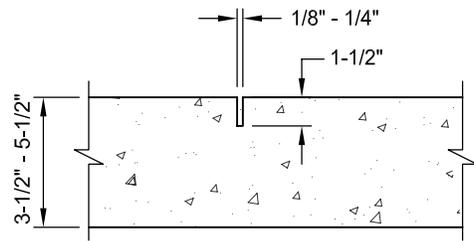
- * DUAL CURB RAMPS ARE REQUIRED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- * ALL ELEMENTS, EXCEPT GUTTERS AND RETAINING CURBS, MUST BE CONSTRUCTED PLANAR IN NATURE WITH WEAKENED PLANE JOINTS SCORED BETWEEN EACH ELEMENT.
- * WHEN FEASIBLE, OPPOSING CURB RAMPS SHALL ALIGN.
- * THESE DEFINITIONS AND STANDARDS, GENERAL DETAILS, AND STANDARD DRAWINGS SHALL APPLY TO ALL CURB AND GUTTER TYPES.
- * THERE ARE VARIATIONS AND ADJUSTMENTS THAT MAY BE REQUIRED UPON THE APPROVAL OF THE ENGINEER.
- * THERE ARE NO VARIANCES TO THE MAXIMUM ALLOWABLE SLOPES AND CROSS SLOPES.

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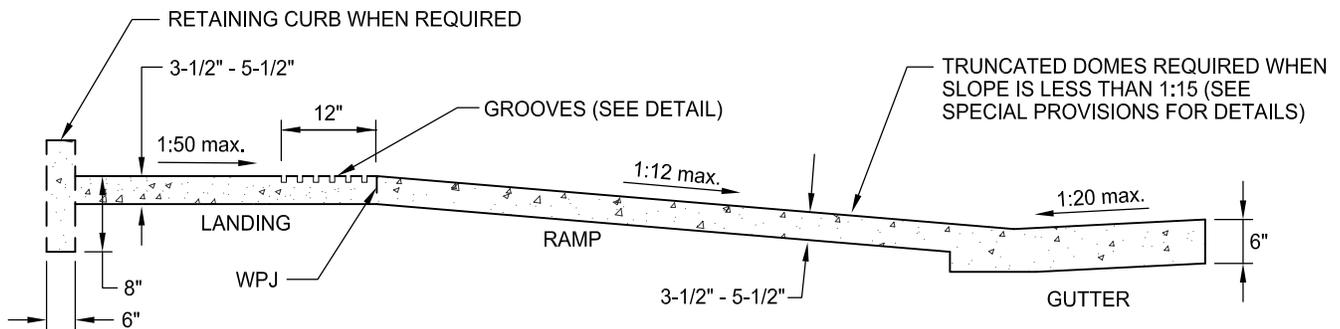
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12" GROOVING DETAIL



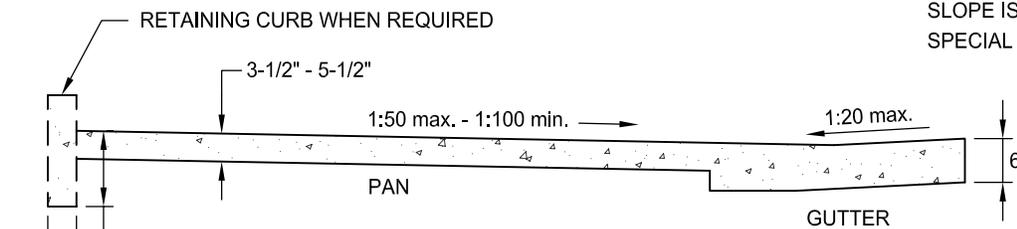
WEAKENED PLANE JOINT (WPJ)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF FLARE, COMBO,
OR PLANTER STRIP CURB RAMP**

NOTE:

ON RAMPS ADJACENT TO PANS
TRUNCATED DOMES REQUIRED WHEN
SLOPE IS LESS THAN 1:15 (SEE
SPECIAL PROVISIONS FOR DETAILS)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF
PAN CURB RAMP**

NOTE:

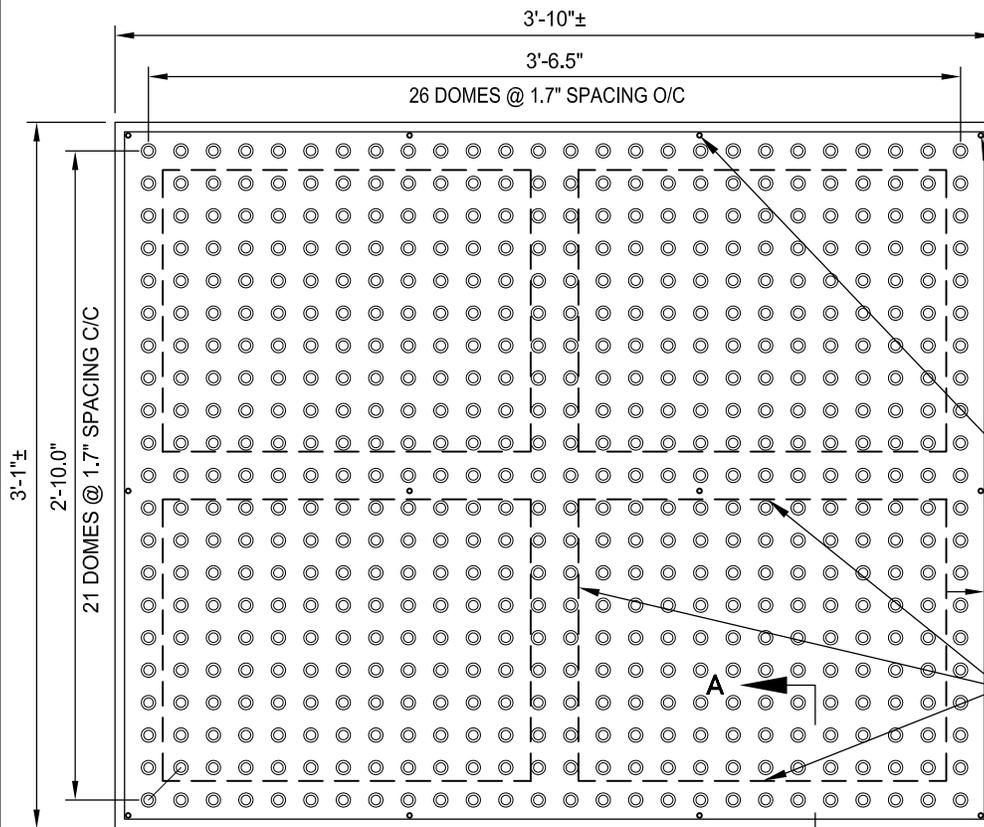
SURFACE OF RAMPS AND PANS SHALL HAVE A TRANSVERSE
BROOM SURFACE TEXTURE ROUGHER
THAN ADJACENT SIDEWALK

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NOTE:

SURFACE MOUNTED TILE DETAILS SHOWN. DETAILS ARE APPLICABLE TO TILE SURFACE SECTION ONLY. CAST-IN-PLACE TILE UNIT DESIGN AND DETAILS TO BE APPROVED BY THE ENGINEER. TILE MATERIAL, FASTENERS, AND ADHESIVE TO BE APPROVED BY THE ENGINEER.



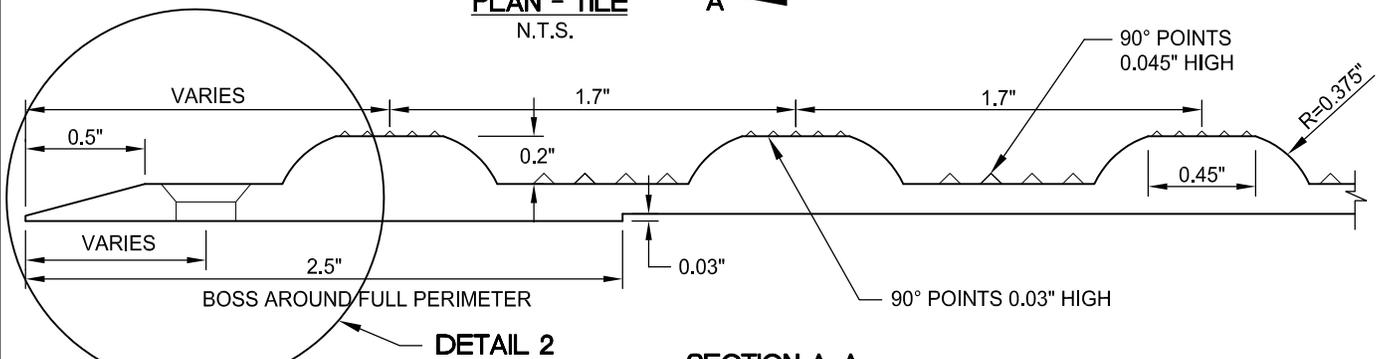
1/4" DIA. CTSK HOLES (TYP. 12 LOCATIONS)

0.5" (TYP. AROUND PERIMETER)

2.5" WIDE BOSS AT UNDERSIDE OF TILE FOR STRUCTURAL ADHESIVE AT FULL PERIMETER AND THROUGH CENTER TILE

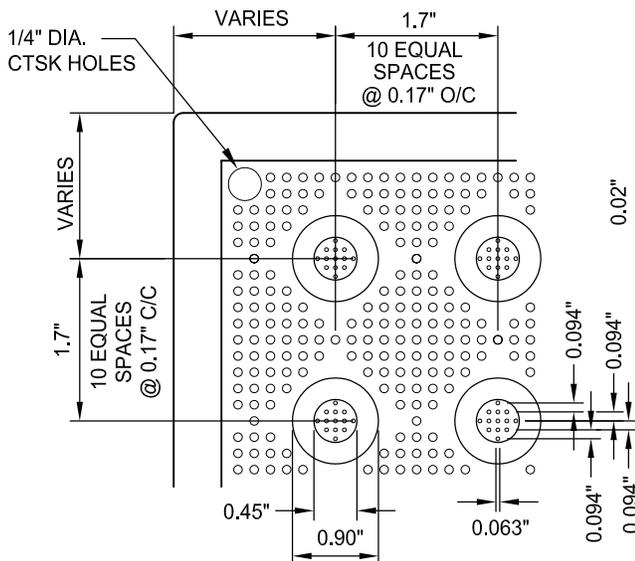
PLAN - TILE
N.T.S.

A ←

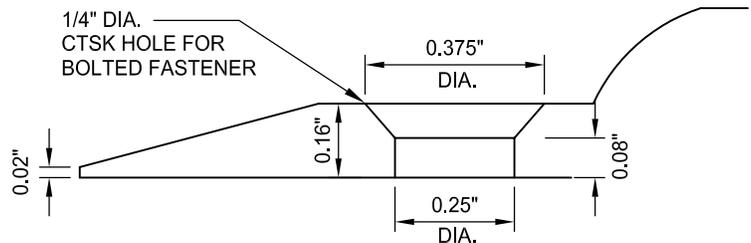


DETAIL 2

SECTION A-A
N.T.S.

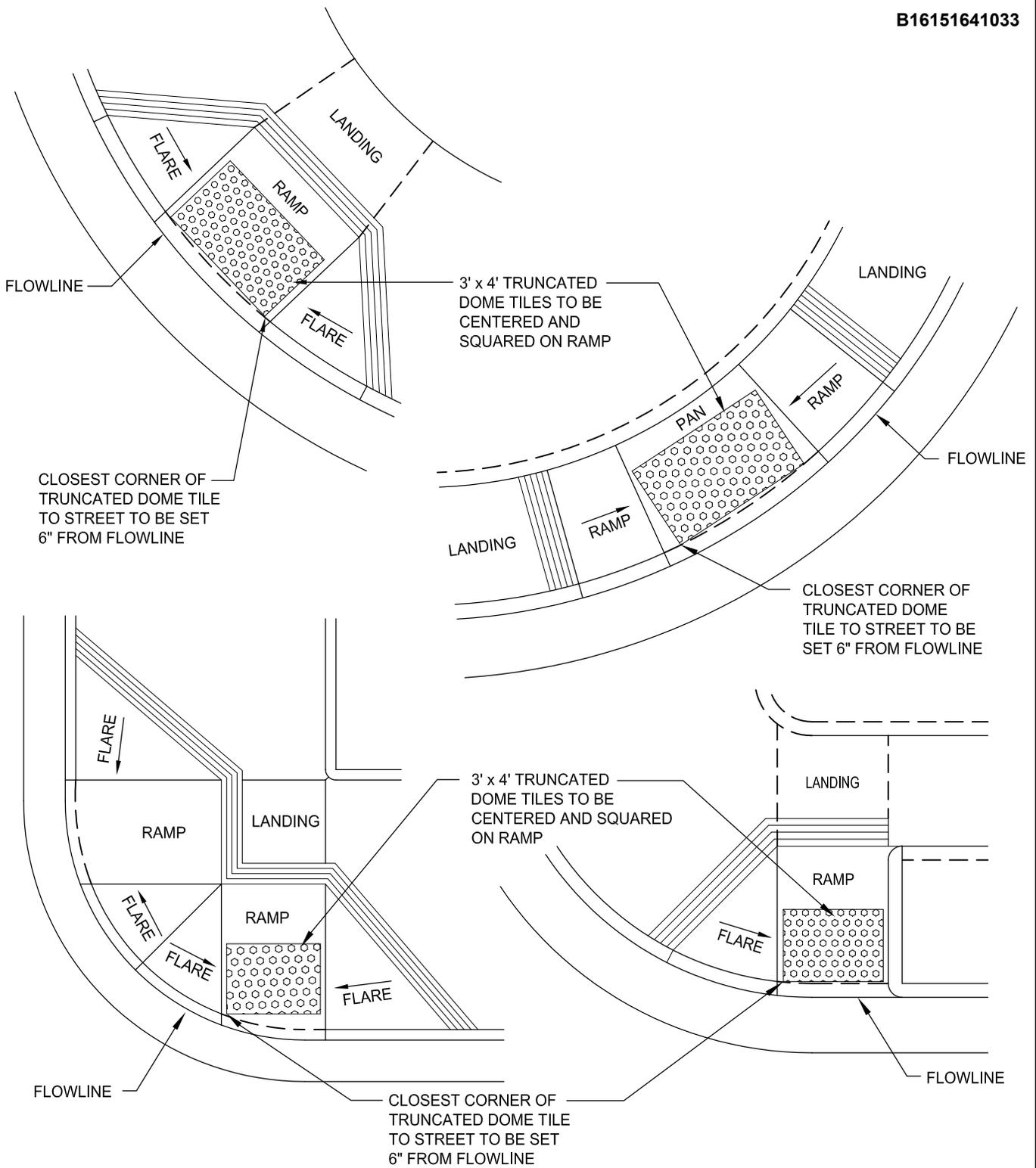


DETAIL 1



DETAIL 2

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NOTES:

1. TRUNCATED DOMES REQUIRED IN PAN AT ALL LOCATIONS (FOR EXCEPTIONS SEE NOTE 2)
2. TRUNCATED DOMES REQUIRED ON RAMP WHEN SLOPE IS LESS THAN 1:15
3. 3' x 4' DIMENSION IS NOMINAL (SEE DWG CE. 3.1)

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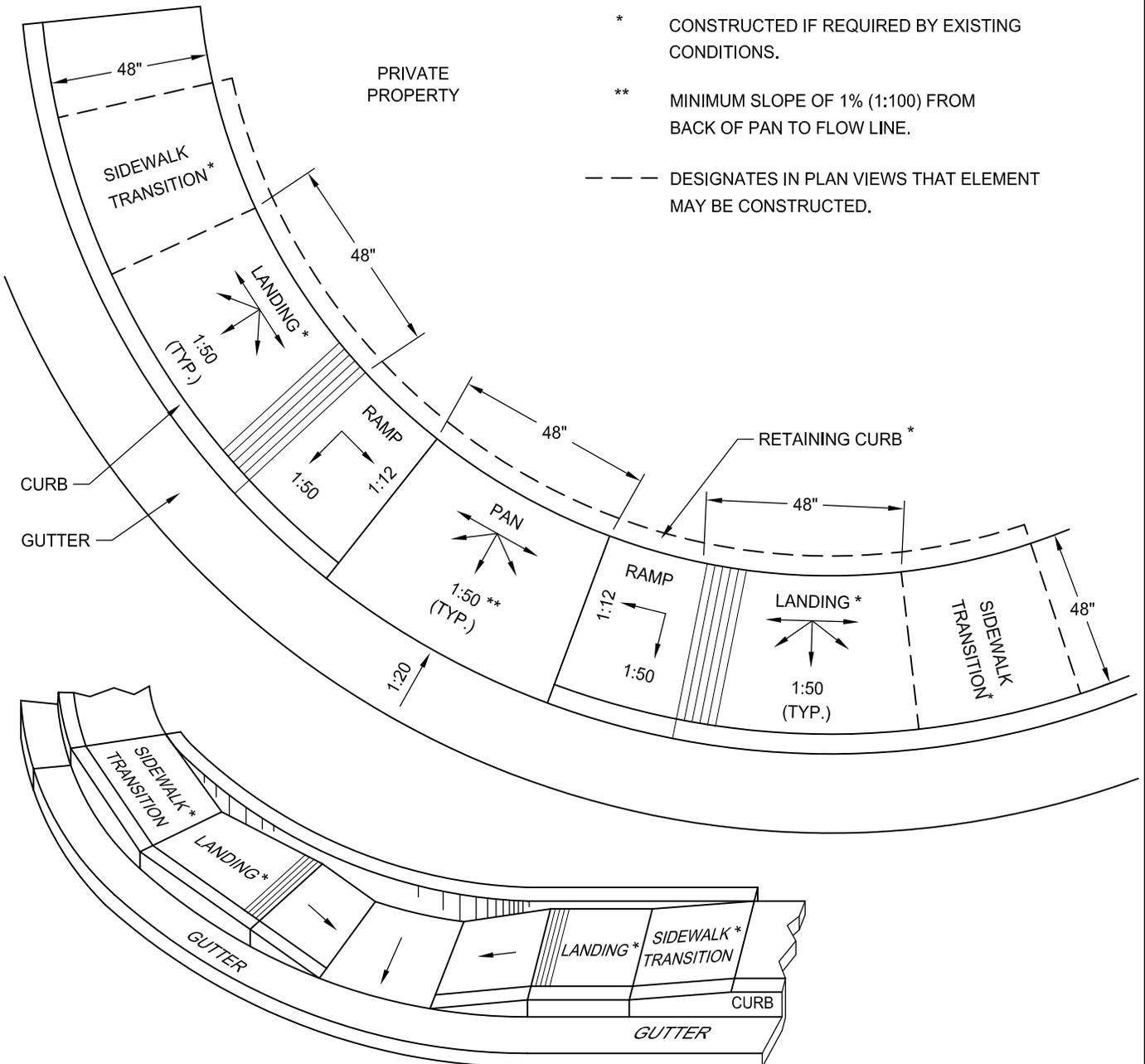
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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NOTES:

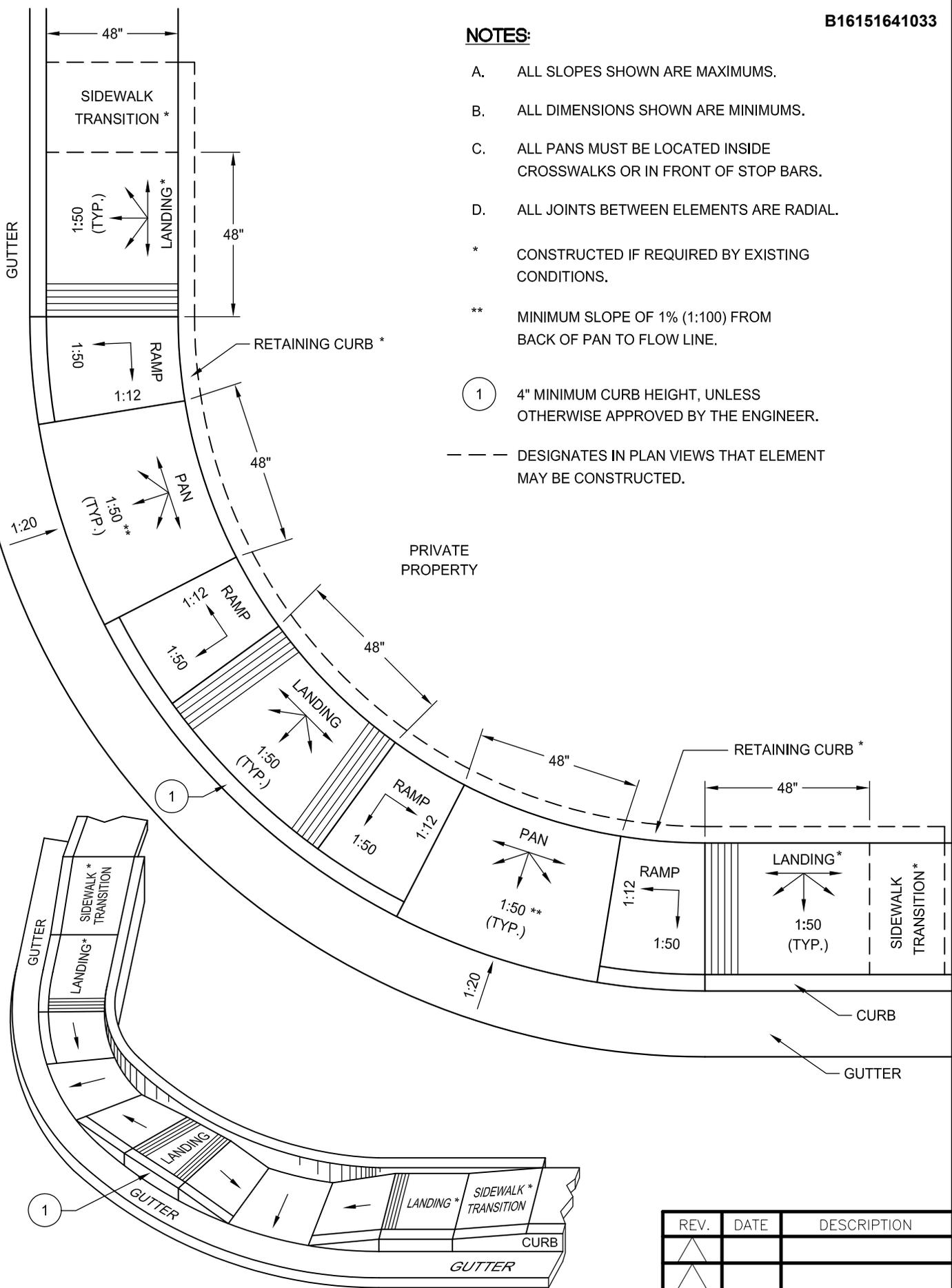
- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

① 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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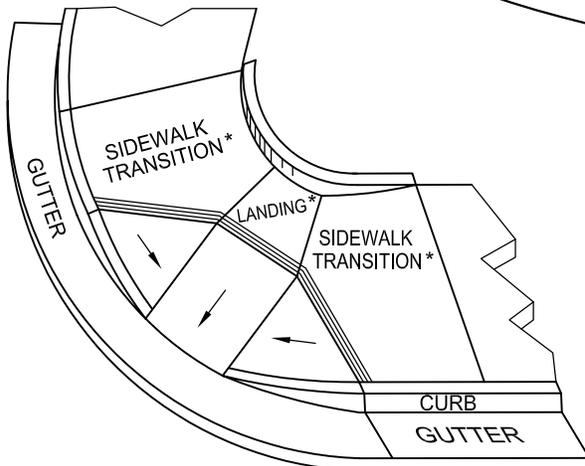
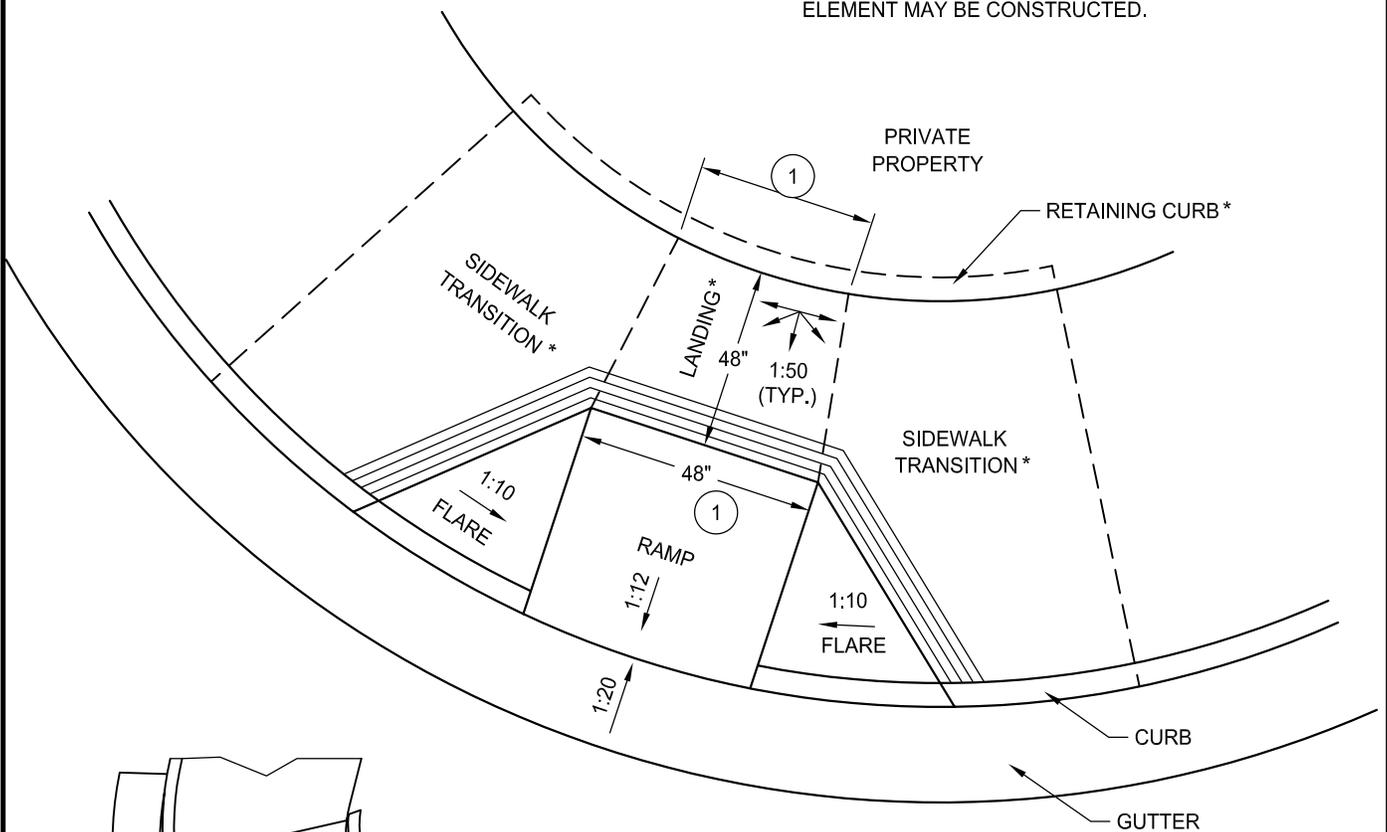
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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
 - B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
 - C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
 - D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
 - E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

① THE WIDTH OF RAMP SHALL BE SAME AS LANDING

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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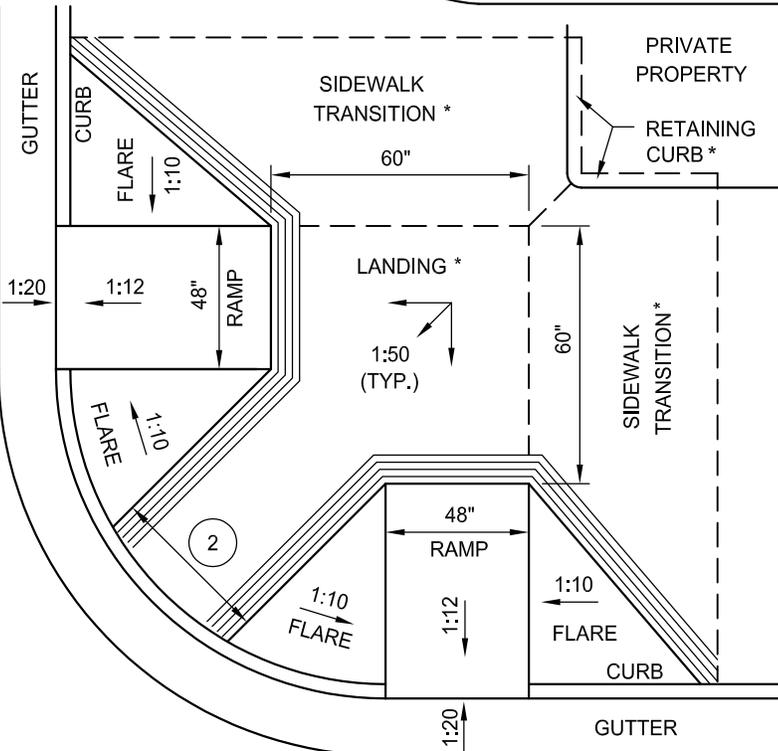
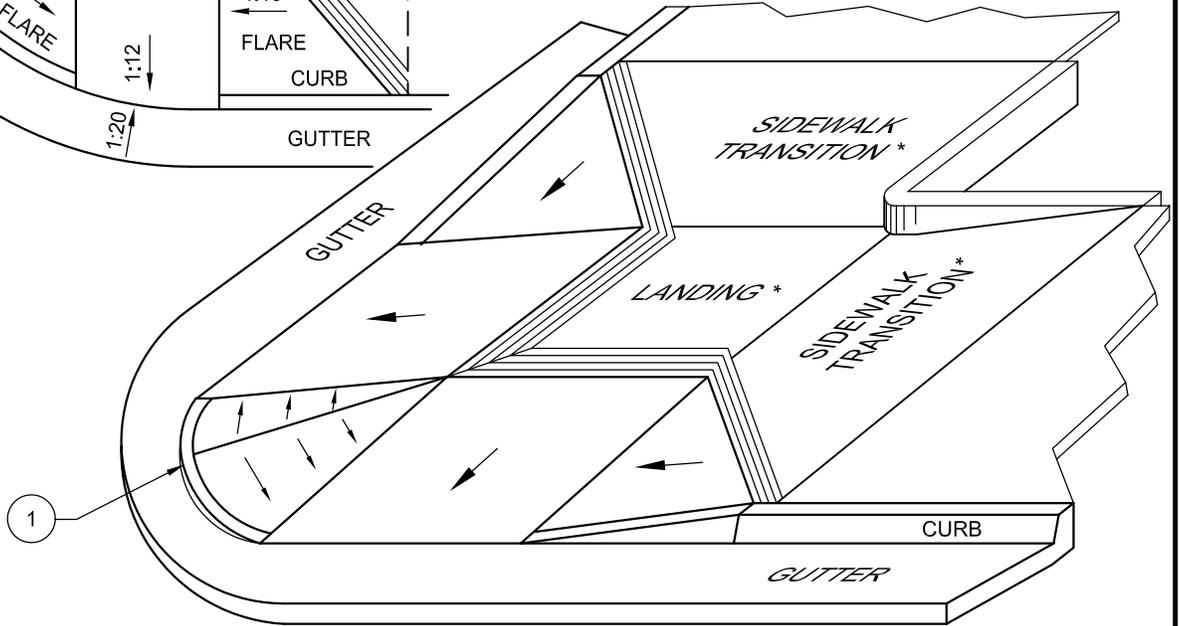
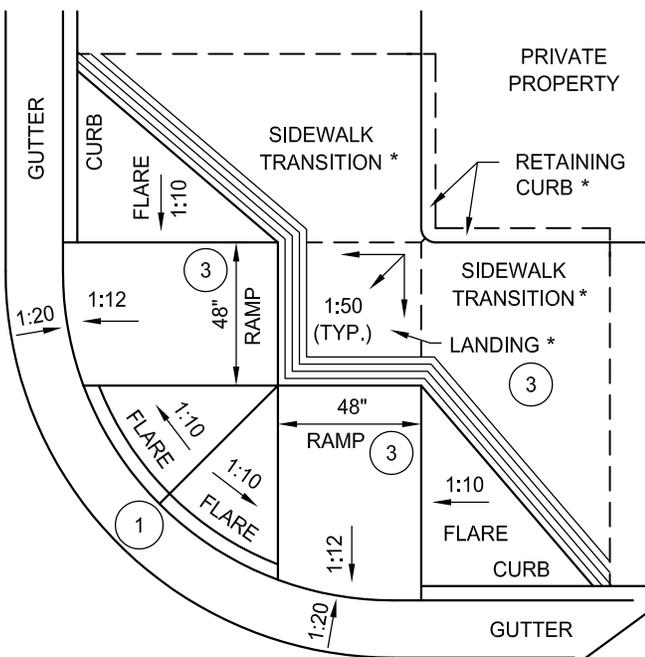
NOTES:

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- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION. GROOVE PATTERNS OR FLARES CAN INTERSECT.
- 3 IF LANDING CONSTRUCTED, 60" MIN. LANDING DIMENSIONS AND 60" MIN. WIDTH OF RAMP REQUIRED.

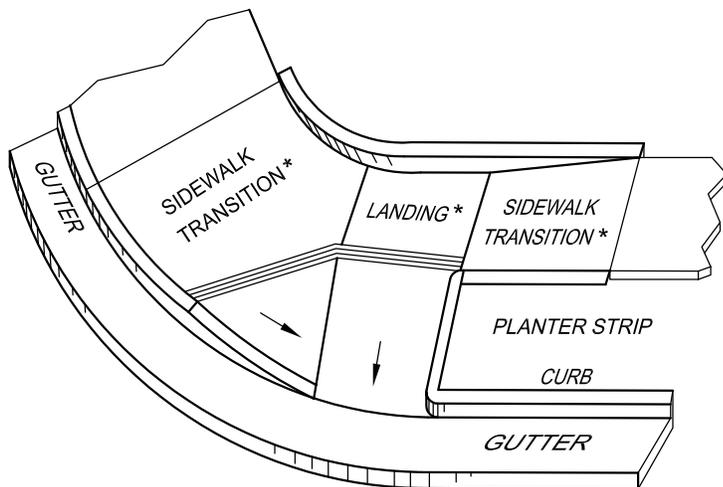
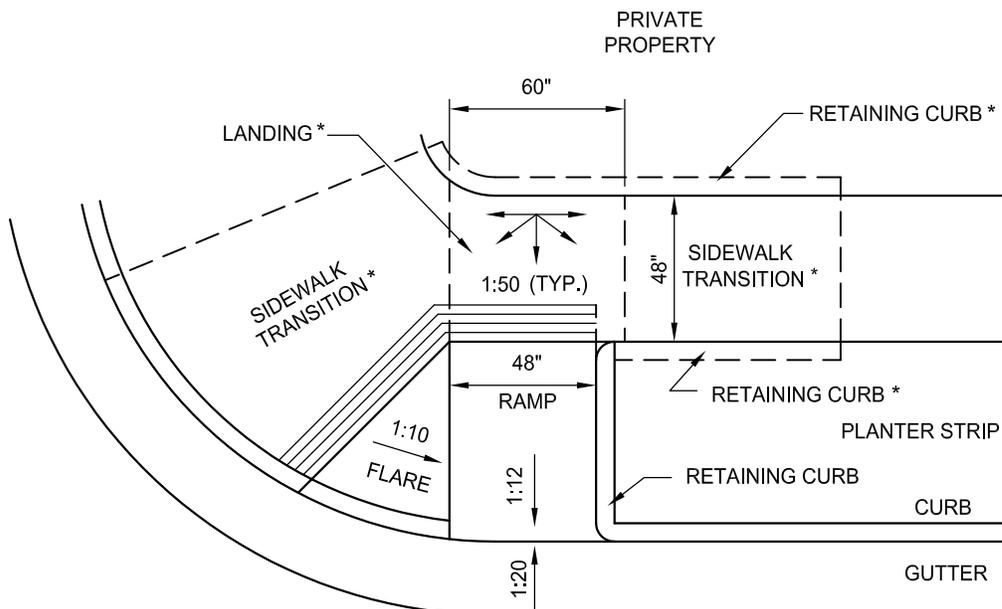
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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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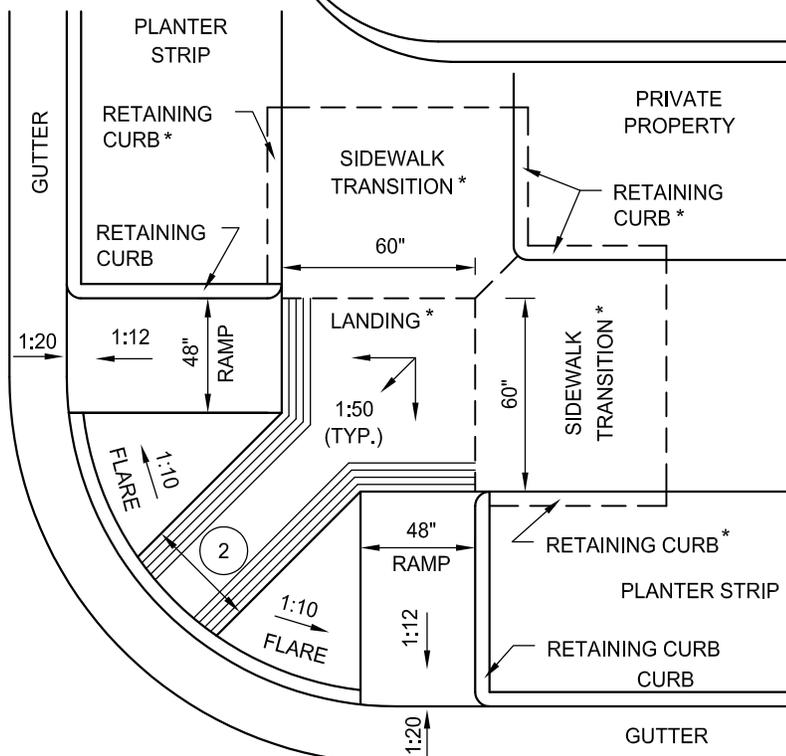
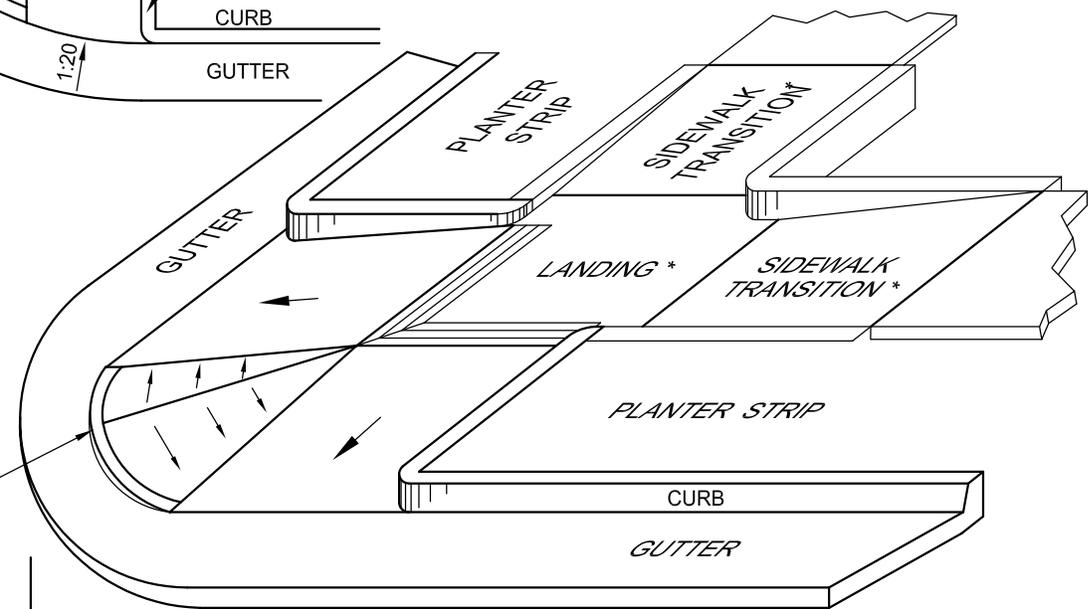
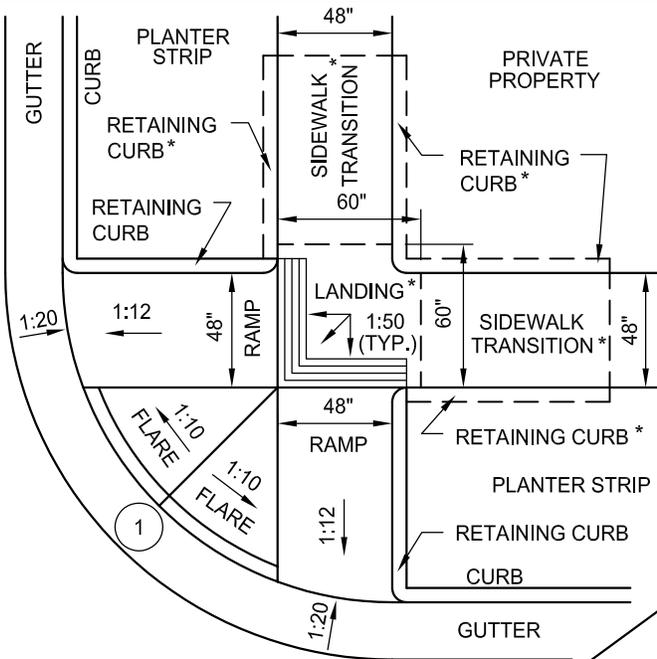
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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION, GROOVE PATTERNS OR FLARES CAN INTERSECT.

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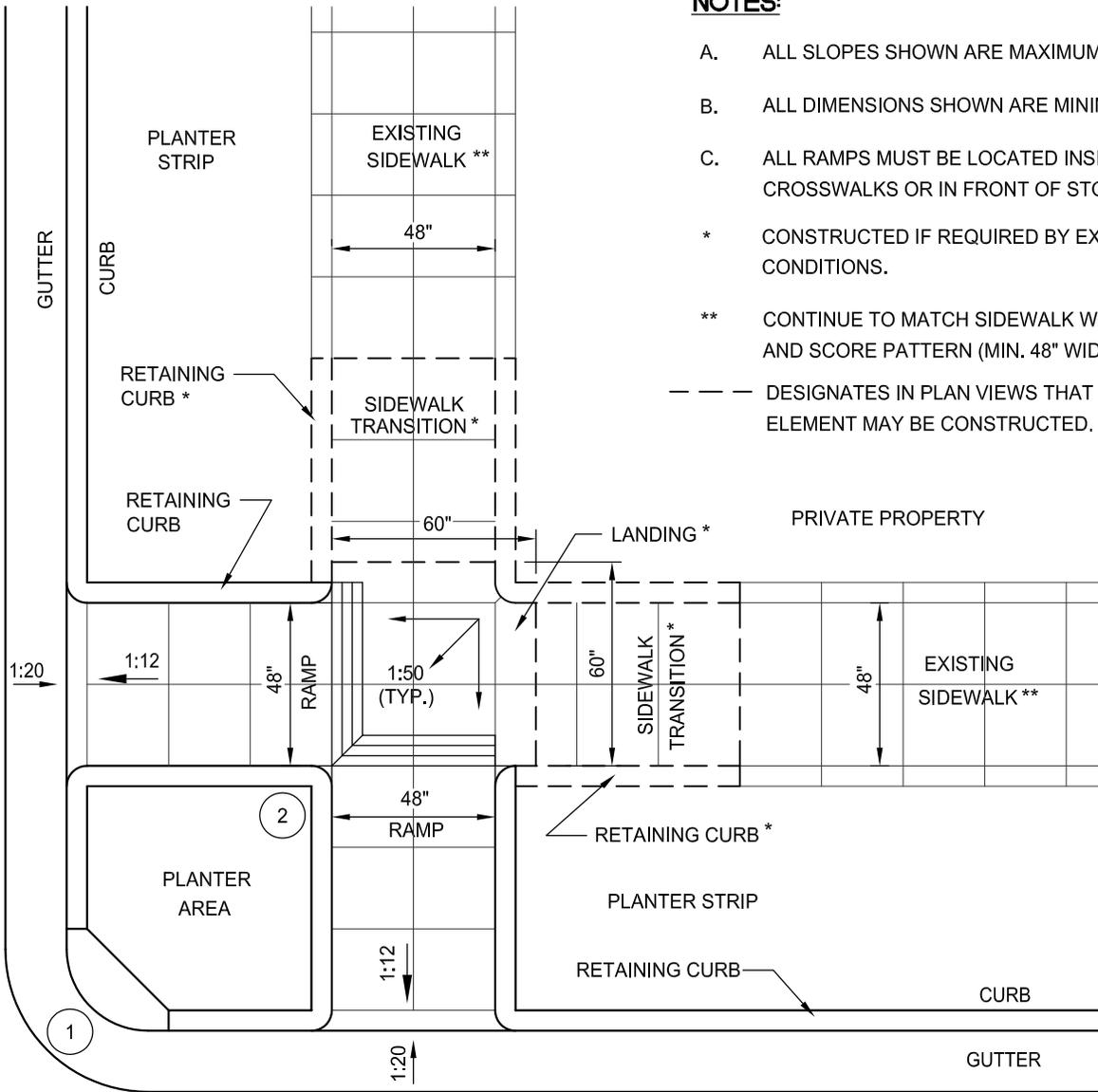
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

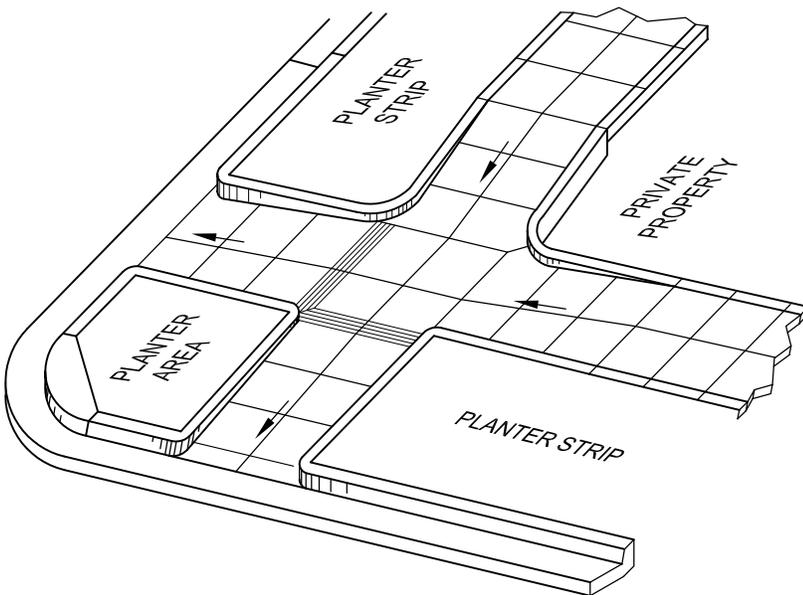
** CONTINUE TO MATCH SIDEWALK WIDTH AND SCORE PATTERN (MIN. 48" WIDE).

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



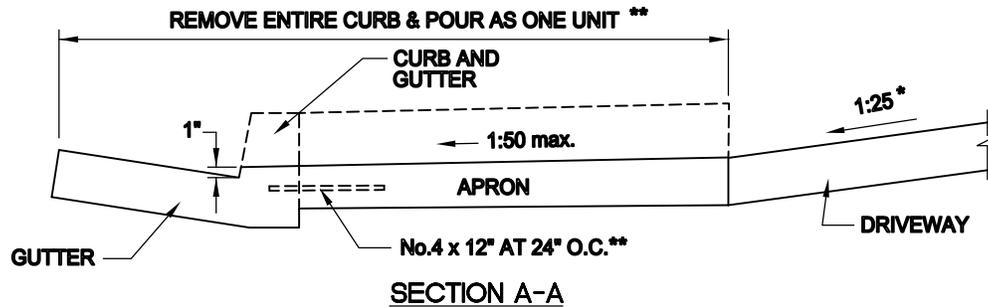
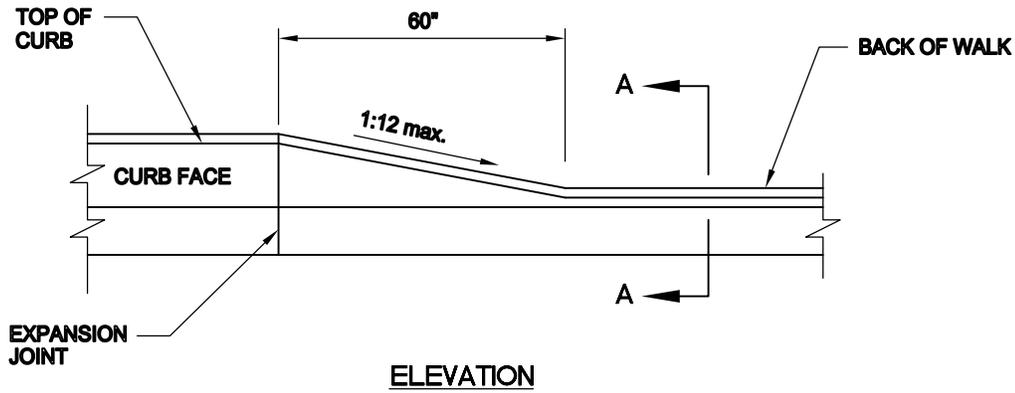
NOTES:

- 1 STANDARD CURB HEIGHT TO MATCH EXISTING.
- 2 TOP OF RETAINING CURB TO MATCH ADJACENT RETAINING CURB ELEVATIONS. CAN BE FLUSH WITH LANDING.



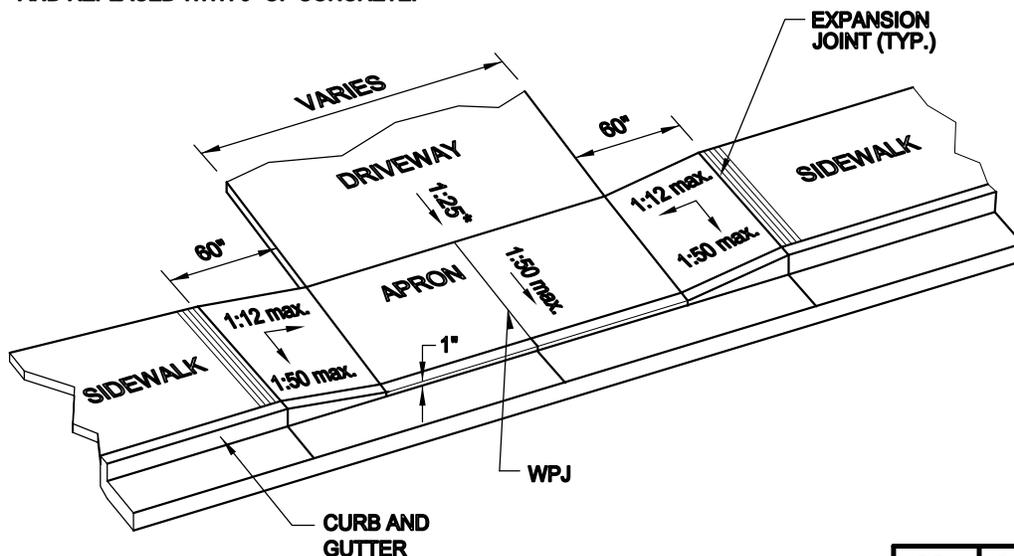
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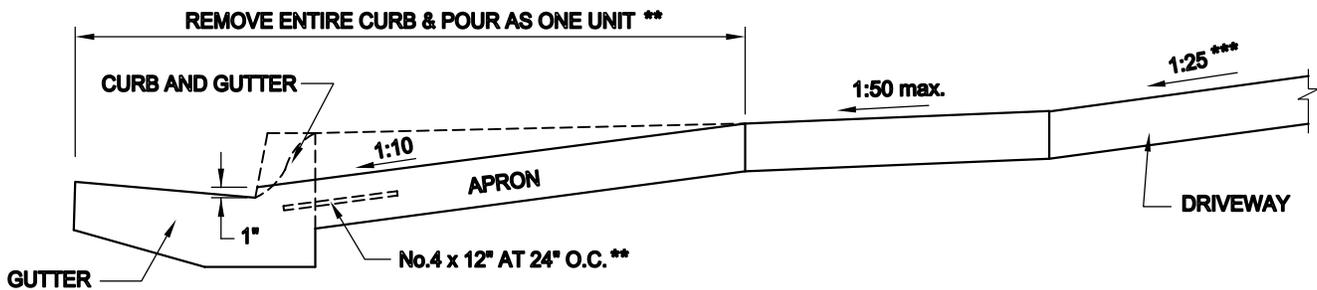
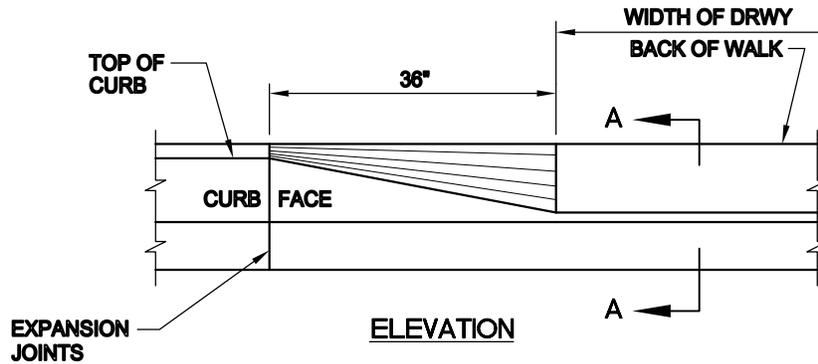
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
 - B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
 - C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
 - D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
 - E. APRON WILL BE DEPRESSED ON CURB AND GUTTER No.13 WHEN RECONSTRUCTING EXISTING COMMERCIAL DRIVEWAYS.
- * ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.
- ** IF CURB & GUTTER ARE POURED SEPARATE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

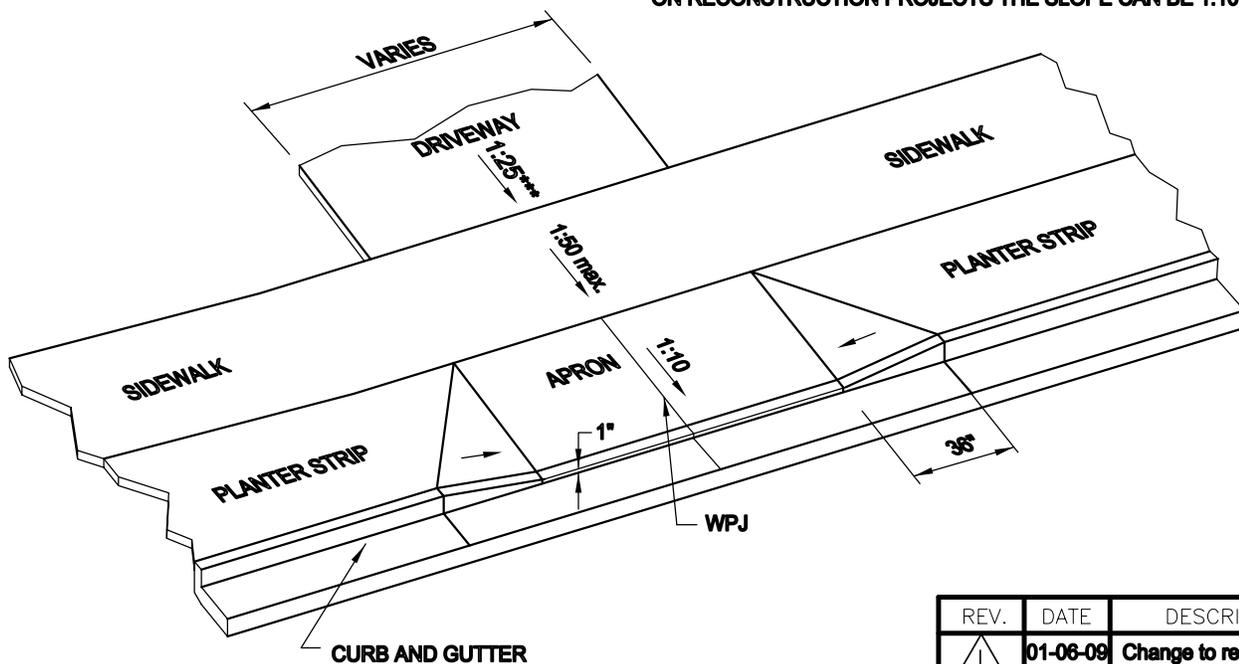
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SECTION A-A WITH VERTICAL CURB

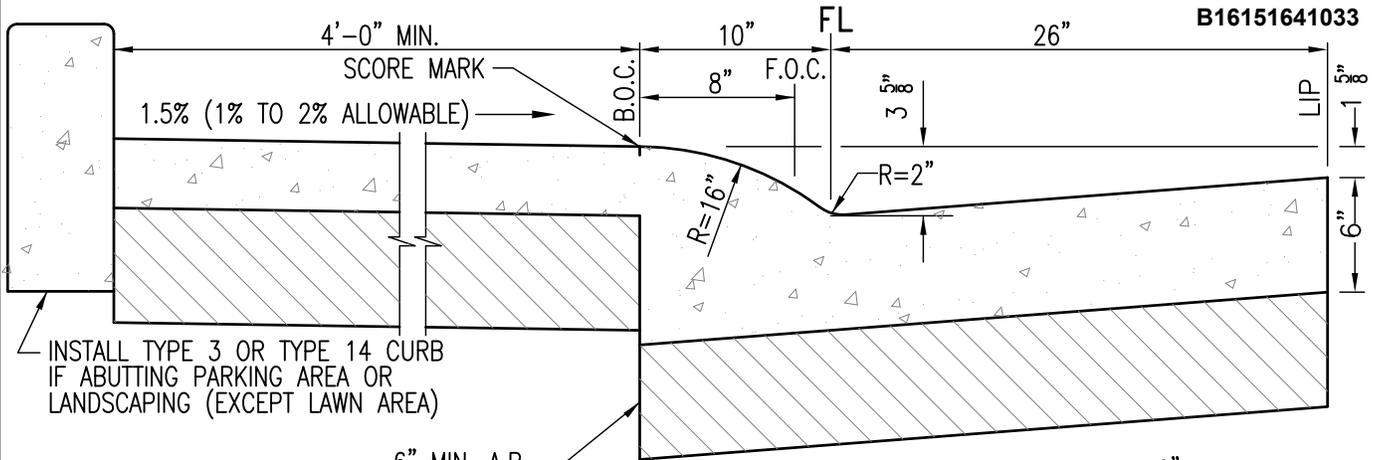
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
 - B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
 - C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
 - D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.
 ** IF CURB AND GUTTER ARE POURED SEPARATE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.
 *** ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

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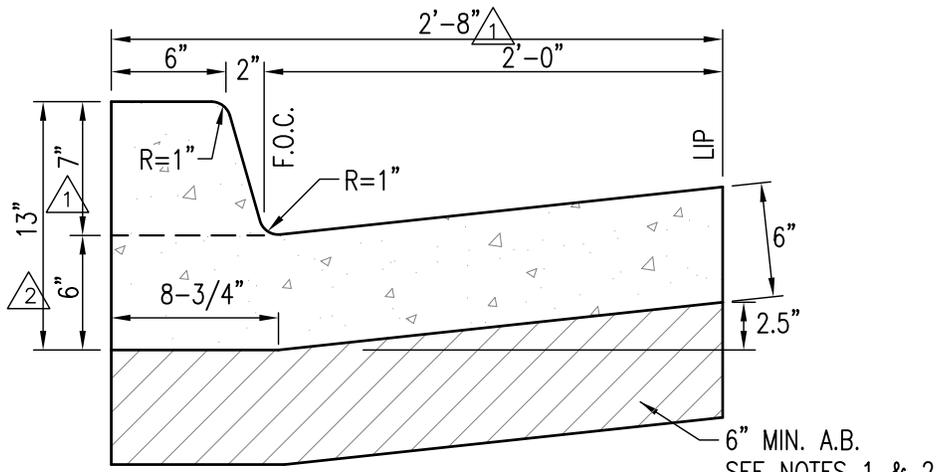


INSTALL TYPE 3 OR TYPE 14 CURB IF ABUTTING PARKING AREA OR LANDSCAPING (EXCEPT LAWN AREA)

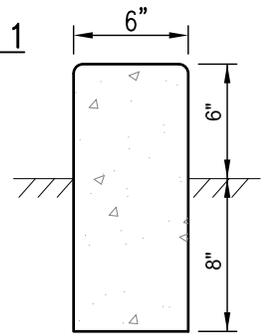
F.O.C. = FACE OF CURB
B.O.C. = BACK OF CURB

6" MIN. A.B. SEE NOTES 1 & 2

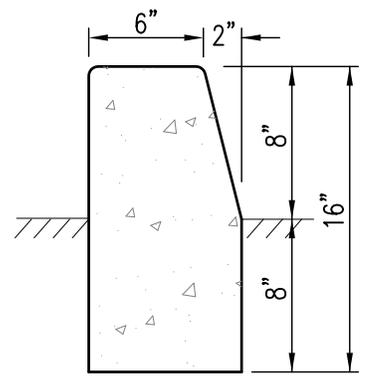
CURB & GUTTER TYPE 1



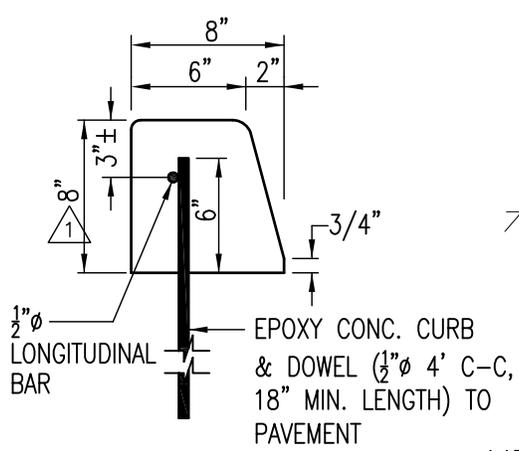
CURB & GUTTER TYPE 2



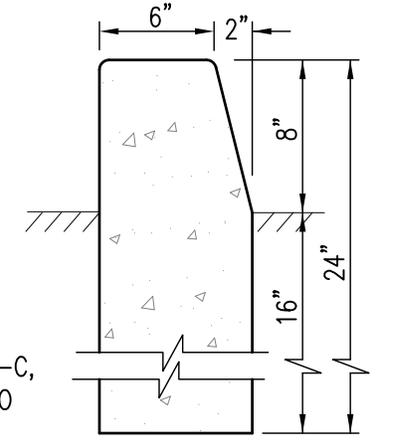
**CURB TYPE 3
BARRIER CURB
PLANTER AREA**



**MEDIAN CURB TYPE 14
NONLANDSCAPED OR
HARDCAPED AREA**



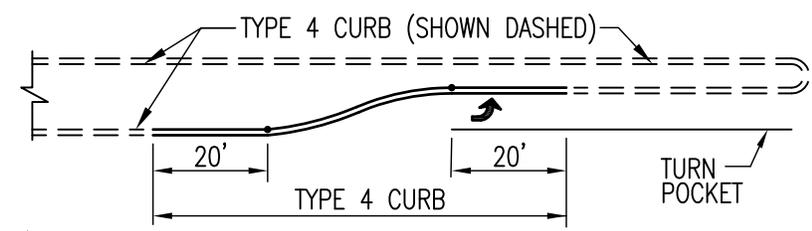
CURB TYPE 4



**MEDIAN CURB TYPE 14A
LANDSCAPED AREA**

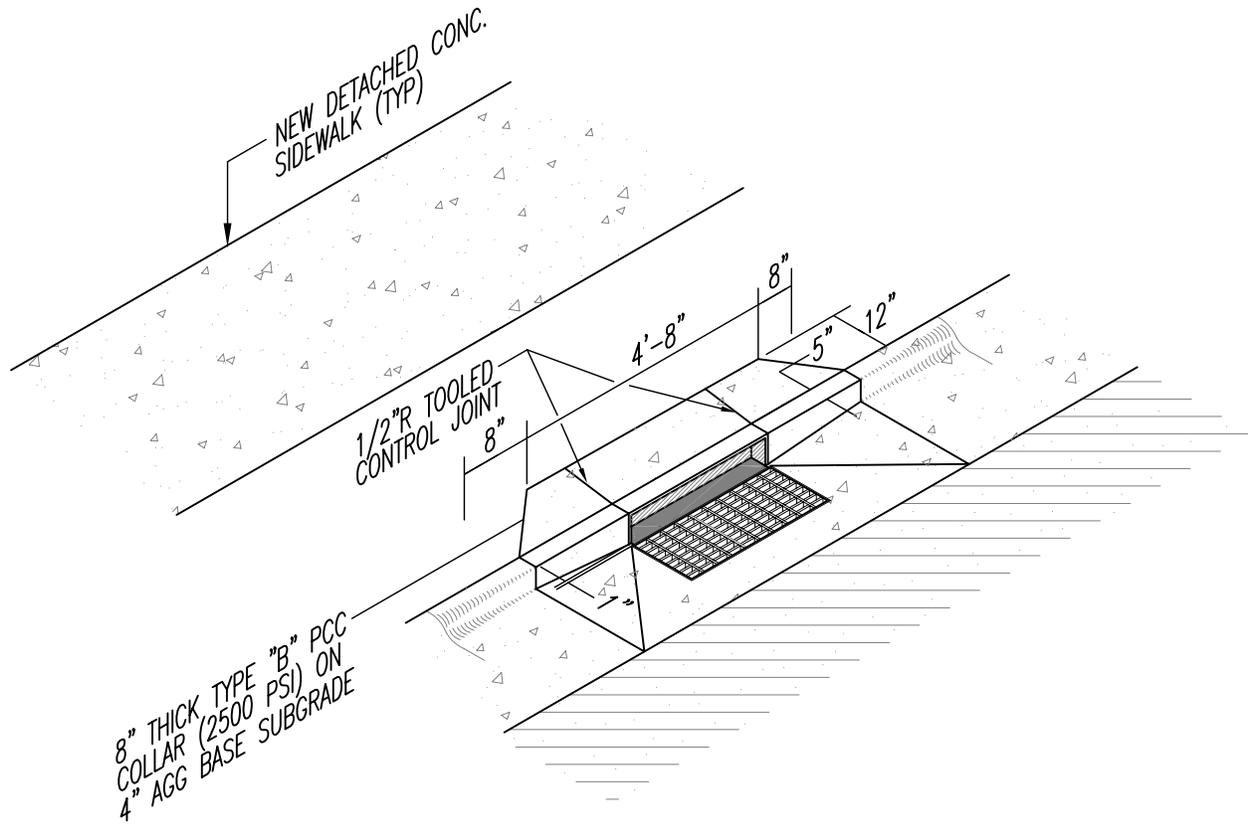
NOTES:

1. 12" MIN. A.B. SHALL BE PLACED IF SUBGRADE IS EXPANSIVE CLAY (R-VALUE LESS THAN 10).
2. TOP 6" OF SUBGRADE SHALL BE COMPACTED TO 95% MIN., UNLESS OTHERWISE APPROVED
3. 1/2" RADIUS ON EXPOSED EDGES.
4. ALL CONCRETE SHALL BE CLASS B.
5. ALL CONSTRUCTION & MATERIALS IN CONFORMANCE WITH SECTION 24 OF STD. SPECIFICATIONS.

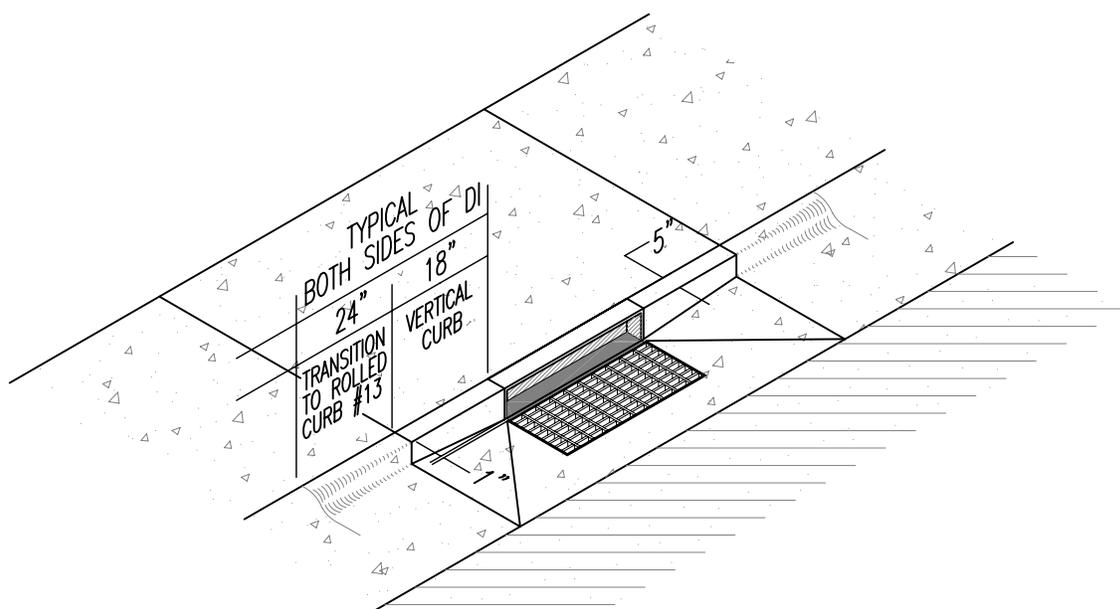


PLAN FOR TYP. PLACEMENT OF TYPE 4 CURB

REV.	DATE	DESCRIPTION
1	08/06/10	Dimensions Changes
2	10/13/11	Dims & Curb Type4 Changes



8" THICK TYPE "B" PCC COLLAR (2500 PSI) ON 4" AGG BASE SUBGRADE

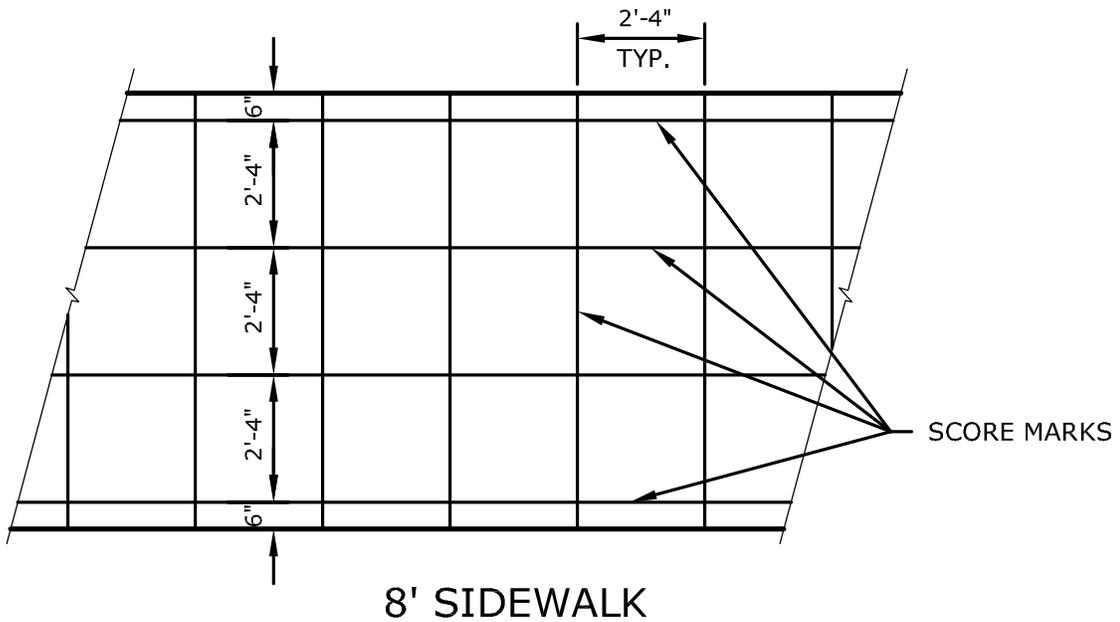
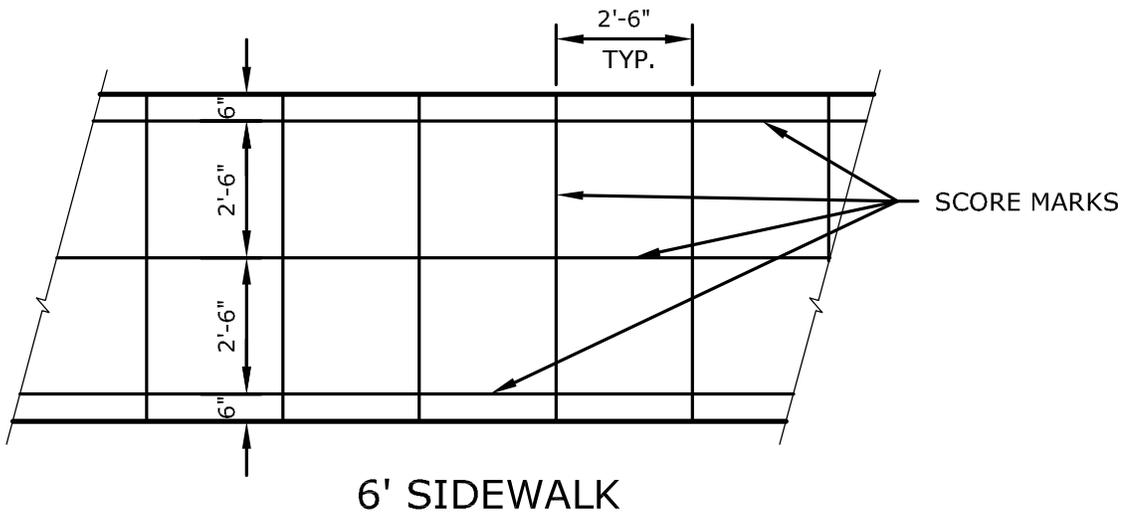


TYPICAL OF DI BOTH SIDES OF DI
24" VERTICAL CURB
18" TRANSITION TO ROLLED CURB #13

NOTE:
1" GAP BETWEEN GRATE FRAME AND HOOD

REV.	DATE	DESCRIPTION
△		
△		
△		

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NOTES

1. Contractor is to request approval of the scoring pattern prior to placement of concrete.
2. Score marks are $\frac{1}{8}$ " - $\frac{1}{4}$ " wide and $\frac{1}{4}$ " deep.
3. Expansion joints required per Standard Specifications.
4. Use color additive as directed by the engineer (approx. 1 lb/cy of lamp black color).

REV.	DATE	DESCRIPTION
△		
△		
△		

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related items

A. SCOPE OF WORK, SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT B: HOLIDAY MORATORIUM STREETS

“Holiday Season Moratorium Streets” are defined as follows:

12th Ave., between Martin Luther King, Jr. Blvd and Sutterville Rd.
 21st St., between 4th Ave. and G St.
 24th St., between Knight Wy. and Meadowview Rd. and W St. and 2nd Ave.
 55th St., south of Fruitridge Rd.
 Alta Arden Expressway
 Arden Wy.
 Broadway
 Challenge Wy.
 Del Paso Blvd., south of Marysville Blvd.
 El Camino Ave.
 Ethan Wy.
 Evergreen St.
 Exposition Blvd.
 Fair Oaks Blvd.
 Florin Blvd.
 Folsom Blvd.
 Franklin Blvd.
 Freeport Blvd., within one block of all its side streets, between Broadway and Blair Ave.
 Fruitridge Rd., between Rickey Dr. and 59th St.
 Greenhaven Dr., between Havenhurst Dr. and Windbridge Dr.
 H St.
 Heritage Ln.
 Howe Ave.
 J St.
 La Mancha Wy.
 Mack Rd.
 Marconi Ave.
 Marysville Blvd., between Del Paso Boulevard and Bell Avenue
 Meadowgate Wy., between Munson Wy. and Franklin Blvd.
 Meadowview Rd.
 Munson Wy.
 Natomas Blvd.
 Northgate Blvd.
 Point West Wy.
 Power Inn Rd.
 Response Rd.
 Royal Oaks Dr.
 San Juan Rd.
 Stockton Blvd., and within one block of all its side streets, from Perry Ave. to the south limits of the City

Truxel Rd.
Valley Hi Dr. north of Wyndham
Wy. West El Camino Ave.

The above definition of "Holiday Season Moratorium Streets" may be modified at any time upon written notice to Contractor, as the City Traffic Engineer deems necessary.

In addition to the above-listed streets, no work shall be performed during the holiday season on any street in the area bound by the American River on the north, the Sacramento River on the west, one block south of Broadway on the south, and 34th Street on the east, without obtaining permission in writing from the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted thru the Inspector.

SECTION II – CONTRACT DOCUMENTS**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items****B. LOCAL BUSINESS ENTERPRISE REQUIREMENT**

The City of Sacramento's Local Business Development (LBE) program establishes an annual 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 participation goals established for this project in order to qualify as a responsible bidder.

The minimum LBE participation requirement for this project has been waived by the Director of Public Works.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

C. PUBLIC WORKS CONTRACTOR REGISTRATION AND REPORTING REQUIREMENTS

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 the City).

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 at (916) 808-5567.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

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

Essentials of public works contractor registration program:

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

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

Essentials of Public Works Enforcement Fund:

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

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

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

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

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

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

D. PREVAILING WAGE AND CERTIFIED PAYROLL REPORTING

All bidders shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code will be considered part of the contract agreement.

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>

1. Prevailing Wage Rates

Each Contractor to whom the contract is awarded and any subcontractor must pay the general prevailing wage rates as ascertained from time to time which shall be applicable to this project. Prevailing wages are required for locally funded projects over \$15,000 (for repair, maintenance) and over \$25,000 (for new construction). This is in compliance with SB7, as the City of Sacramento is a Charter City. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Each Contractor and any subcontractor performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at:

<http://www.dir.ca.gov/DLSR/PWD/Determinations/Northern/Northern.pdf>

Each Contractor and any subcontractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work. In those projects where federal funds are involved, as indicated by reference to or the inclusion of the federal Wage Determination in these "Instructions to Bidders," the minimum wages to be paid shall be the highest of either the State or federal prevailing wage rates.

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday recognized by the Labor Unions, the contractor shall reimburse the City of Sacramento the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

2. Payroll Records

In accordance with Section 1776 of the Labor Code, each Contractor to whom the contract is awarded and any subcontractor shall maintain accurate payroll records. Electronic certified payroll records must be submitted to the City on a weekly basis, within ten days after the end of a pay period, through an online system designated by the City. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

E. ASSEMBLY BILL No. 219 PUBLIC WORKS: CONCRETE DELIVERY

In October 2015, California Assembly Bill No. 219 expanded the definition of “public works” to include the hauling and delivery of ready-mix concrete to a public works site, with respect to contracts involving any state agency or any political subdivision of the state.

Please see the attached legislative summary and text of AB 219.



AB-219 Public works: concrete delivery. (2015-2016)

Assembly Bill No. 219

CHAPTER 739

An act to add Section 1720.9 to the Labor Code, relating to public works.

[Approved by Governor October 10, 2015. Filed with Secretary of State October 10, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 219, Daly. Public works: concrete delivery.

Existing law defines "public works," for purposes of requirements regarding the payment of prevailing wages for public works projects, to include, among other things, the hauling of refuse from a public works site to an outside disposal location with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state. Existing law makes a willful violation of law relating to payment of prevailing wages on public works a misdemeanor.

This bill would expand the definition of "public works" for these purposes to include the hauling and delivery of ready-mixed concrete, as defined, to carry out a public works contract, with respect to contracts involving any state agency or any political subdivision of the state. The bill would require the applicable prevailing wage rate to be the rate for the geographic area in which the concrete factory or batching plant is located. The bill would require the entity hauling or delivering ready-mixed concrete to enter into a written subcontract agreement with, and to provide employee payroll and time records to, the party that engaged that entity, as specified. The bill would provide that these provisions apply to public works contracts awarded on or after July 1, 2016. By expanding the definition of a crime, this bill would impose a state-

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1720.9 is added to the Labor Code, to read:

1720.9. (a) For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

(b) For purposes of this section, "ready-mixed concrete" means concrete that is manufactured in a factory or a batching plant, according to a set recipe, and then delivered in a liquefied state by mixer truck for immediate incorporation into a project.

(c) For purposes of this section, the "hauling and delivery of ready-mixed concrete to carry out a public works contract" means the job duties for a ready mixer driver that are used by the director in determining wage rates pursuant to Section 1773, and includes receiving the concrete at the factory or batching plant and the return trip to the factory or batching plant.

(d) For purposes of this section, the applicable prevailing wage rate shall be the current prevailing wage, as determined by the director, for the geographic area in which the factory or batching plant is located.

(e) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall enter into a written subcontract agreement with the party that engaged the entity to supply the ready-mixed concrete. The written agreement shall require compliance with the requirements of this chapter. The entity hauling or delivering ready-mixed concrete shall be considered a subcontractor solely for the purposes of this chapter.

(f) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the entity and to the general contractor

within three working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties in subdivision (c).

(g) This section applies to public works contracts that are awarded on or after July 1, 2016.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

F. APPRENTICE REQUIREMENTS

In accordance with Sacramento City code 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. Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices on the ground of age, ancestry, color, disability, genetic information, gender (including gender identity and gender expression), marital status, medical condition, national origin, race, religion, sex, or sexual orientation. The prime contractor shall be responsible for complying with these provisions for all apprenticeable occupations.

“In the event that a contractor or subcontractor who chooses to employ apprentices fails to comply with the provisions of this section, the city may report the contractor or subcontractor to the director of industrial relations and the California Apprenticeship Council for action as necessary under Section 1777.7 of the California Labor Code.”

Please see the California Labor Code relating to Apprentices on Public Works Projects at the following links: <http://www.leginfo.ca.gov> and/or www.leginfo.ca.gov.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

**G. REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE
(EQUAL BENEFITS ORDINANCE)**

City of Sacramento

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, 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, 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 “A.”

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

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (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
Procurement Services Division
915 I Street, Second 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 CODE

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
Procurement Services Division
915 I Street, Second 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.

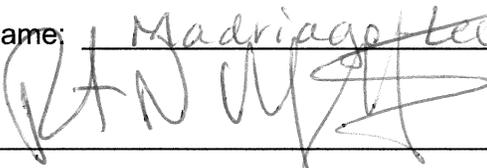
**Maintenance and Repair of Curbs,
Gutters, Sidewalks and Related Items
Bid # B16151641033**

Addendum No. 1

- Item #1 The bid due date **has not changed.**
- Item #2 **The Pricing Schedule has been updated.** All unit prices offered must be submitted on the updated Pricing Schedule marked "Addendum 1." Failure to submit prices on the updated schedule will result in the rejection of the bid, as "Non-Responsive."

Receipt and acknowledgement of Addendum No. 1 to B16151641033:

Contractor's Name: Madriago Lewis Construction, Inc.

Signature: 

Typed or Printed Name & Title: Robert N. Madriago II Secretary

Date: 3/30/16

ADDENDUM 1

III. BID PROPOSAL DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
B16151641033**

B. PRICING SCHEDULE

**TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:**

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for the **Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items** in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
1	<u>CURB AND GUTTER REMOVAL AND REPLACEMENT</u>			
	171A	21" Vertical Curb & Gutter	LF	\$ 89.46
	171B	21" Rolled Curb & Gutter	LF	\$ 73.67
	171C	3' Vertical Curb & Gutter	LF	\$ 86.93
	171D	3' Rolled Curb & Gutter	LF	\$ 73.59
	171E	5' Vertical Curb & Gutter (Match Existing)	LF	\$ 97.19
	171F	5' Rolled Curb Gutter	LF	\$ 96.76
	171G	Gutter Overlay (3" Thick) – <i>no removal</i>	LF	\$ 20.32
	171H	Curb Only (<i>Curb Type 14A, see detail on page 33</i>)	LF	\$ 47.06
	171I	Curb Only (<i>Curb Type 14, see detail on page 33</i>)	LF	\$ 44.99
SUBTOTAL FOR LINE ITEM 1 – CURB AND GUTTER REMOVAL AND REPLACEMENT				\$ 629.97

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
2	<u>CURB AND GUTTER REMOVAL</u>			
	172A	AC Pavement Removal	Sq Ft	\$ 10.66
SUBTOTAL FOR LINE ITEM 2 – CURB AND GUTTER REMOVAL				\$ 10.66

Addendum 1
Pricing Schedule
(Page 1 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
3	<u>REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS</u>			
	173A4	0 square feet to 100 square feet – 4"	Sq Ft	\$ 20.94
	173A6	0 square feet to 100 square feet – 6"	Sq Ft	\$ 22.07
	173B4	101 square feet to 300 square feet – 4"	Sq Ft	\$ 17.19
	173B6	101 square feet to 300 square feet – 6"	Sq Ft	\$ 19.11
	173C4	301 square feet to 500 square feet – 4"	Sq Ft	\$ 15.21
	173C6	301 square feet to 500 square feet – 6"	Sq Ft	\$ 17.71
	173D4	501 square feet and over – 4"	Sq Ft	\$ 15.16
	173D6	501 square feet and over – 6"	Sq Ft	\$ 16.83
	173E	Removal of Sidewalk, Plus Fill – (if a portion of the sidewalk or park strip is to be removed and not replaced, this amount will be deducted if the property owner or City performs the work)	Sq Ft (per 4" depth)	\$ 20.97
	173F	Aggregate Base – (max 4" lifts) (as per Section 10.7, City of Sacramento Standard Spec for class 2 aggregate base)	Sq Ft	4.09
	173G	Additional Score Lines to Match Adjacent Sidewalk (including Historical Sidewalk Scoring Pattern, see detail on page 36)	Sq Ft	2.64
SUBTOTAL FOR LINE ITEM 3 - REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS				\$ 171.92

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
4	<u>DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT</u>			
	174A	4" Thick Driveway, Remove and Replace, 100 square feet or less	Sq Ft	\$ 23.47
	174B	4" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 21.59
	174C	6" Thick Driveway, Remove and Replace, less than 100 square feet	Sq Ft	\$ 25.56
	174D	6" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 23.80
SUBTOTAL FOR LINE ITEM 4 - DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT				\$ 94.42

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
5	<u>TREE ROOT REMOVAL</u>			
	175A	Tree Root Removal	Sq Ft of Surface	\$ 11.37
SUBTOTAL FOR LINE ITEM 5 - TREE ROOT REMOVAL				\$ 11.37

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
6	<u>MISCELLANEOUS SERVICES</u>			
	176A	V-Gutter Removal and Replacement	LF	\$ 46.27
	176B	Gutter Drain, Setting Drain, Type 20's	EA	\$ 92.58
	176C	Set Hood and Grate for A&B Boxes, Including Dig Out and Mortar Finish Inside of the Installed Box	EA	\$ 196.84
	176D	Bus Stops, 3' Rolled, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 97.05
	176E	Bus Stops, 3' Vertical, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 105.25
	176F	Bus Stops, 5' Rolled, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 115.61
	176F1	Bus Stops, 5' Vertical, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 130.61
	176G	Curb Ramps (Remove and replace; City will provide the truncated dome tile)	Sq Ft	\$ 24.20
	176H	Curb Ramps, Historical (Remove and replace)	Sq Ft	26.84
	176H1	Install Truncated Domes. (Remove and replace cast-in-place truncated domes; City will provide the truncated dome tile)	EA	286.00
	176I	Concrete Saw Cutting (shall be done with a power driven abrasive type saw, minimum depth 3-1/2")	LF	11.75
	176J	Replace Backfill Area with Sod - as requested. (total to include cost of sod, labor to install and pick-up of materials)	Sq Ft	13.20
SUBTOTAL FOR LINE ITEM 6 - MISCELLANEOUS SERVICES				\$ 1146.00

<u>BID TOTAL</u> (Sum of Subtotals 1, 2, 3, 4, 5, and 6, above)	\$ 2064.34
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Company Name: Madriago - Lewis Construction, Inc.

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

Pricing Schedule Notes:

1. In determining the amount bid by each bidder, the 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 face of 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.
2. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity of work to be performed for said item, the item 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 bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the City's estimate of the estimated quantities of work to be performed as items of work.
3. 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 deemed *Non-Responsive* and disregarded.
4. The Contractor submitting this Bid Proposal has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the Contractors in making up this Bid Proposal.

BID SIGNATURE PAGE

Bid No. B16151641033

For: MAINTENANCE AND REPAIR OF CURBS, GUTTERS, SIDEWALKS, AND RELATED ITEMS

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ 206.44 (not less than ten (10) percent of amount bid)

- Certified Check
- Money Order
- Cashier's Check
- Bid Bond

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

Addendum No. 1 3/18/2016
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____

CONTRACTOR:

Madruga-Lewis Construction, Inc.

By: [Signature]

(Signature)

Title: Sec/Treas

Address: 6380 Freport Blvd
(No P.O. Box - Physical Address ONLY)

Sacramento CA 95822
(City) (State) (ZIP Code)

Telephone No.: 916-399-1579

Fax No.: 916-399-1060

Federal Tax ID # or Social Security #:

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

68-0486659

eMail: MLCONSTR@SBCGLOBAL.NET

Contractor's License No.: 810385, Classification: B, C8, expiring on (date) 7-31-16

Contractor's DIR Public Works Contractor Registration Number 1000017152

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three years of the date of my signature below.

EXCEPTION:

Date	Violation Type	Place of Occurrence
If additional space is required use back of this form.		

*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Madrigal - Lewis Construction, Inc.

BY: [Signature] Title: Sec/Treas Date: 3/30/16

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

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

G. MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

QUESTIONNAIRE

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

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

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

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

- 2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
 Yes No
- 3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No
- 4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No
- 5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No

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

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

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

- Yes
- No
- Not applicable

OR

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

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

- Yes
- No
- Not applicable

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

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

- Yes
- No

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

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

- Yes
- No

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

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

Yes No

OR

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

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

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

Yes No

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

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

Yes No

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

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

- Yes
- No

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

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

- Yes
- No

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

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

- Yes
- No

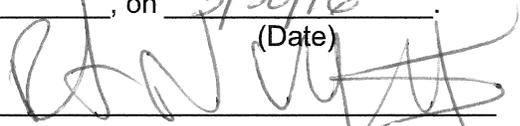
14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

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

- Yes
- No

VERIFICATION AND SIGNATURE

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

Signed at Sacramento, CA, on 3/30/16.
(Location) (Date)
Signature: 
Print name: Robert N. Madriaga II
Title: Sec/Treas

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.

**EQUAL BENEFITS ORDINANCE
DECLARATION OF COMPLIANCE**

Madriago - Lewis Construction, Inc.
Name of Contractor

6380 Freepart Blvd. Sacramento CA 95822
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") 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 of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000 in total value.
4. 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.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)

5. 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.

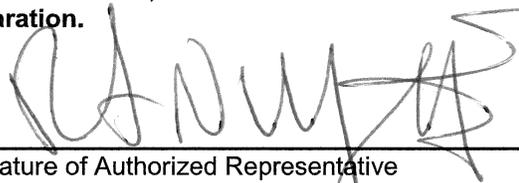
DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)

- 6. I understand that failure to comply with the provisions of Section 5. (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.
- 7. 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.
- 8. 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 EBO 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.

- 9. 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 City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

3/30/16

Date

Robert N. Madriago II

Print Name

Sec/Treas

Title

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items

H. 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.

Madriago-Lewis Construction, Inc.
 Bidder
 BY: [Signature]
 Title: Sec/Treas
 Address: 6380 Freeport Blvd
Sacramento CA 95822
 Date: 3/30/16

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)

Fiscal Year 2017 - Price Sheet
Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

CODE	DESCRIPTION OF WORK	UNIT	PRICE	DIMENSIONS	QTY	CODE
1. CURB AND GUTTER REMOVAL AND REPLACEMENT						
1A	21" Vertical Curb & Gutter	LF	\$63.42		=	171A
1B	21" Rolled Curb & Gutter	LF	\$56.02		=	171B
1C	3' Vertical Curb & Gutter	LF	\$62.96		=	171C
1D	3' Rolled Curb & Gutter	LF	\$58.84		=	171D
1E	5' Vertical Curb & Gutter (Match Existing)	LF	\$76.59		=	171E
1F	5' Rolled Curb Gutter	LF	\$78.08		=	171F
1G	Gutter Overlay (3" Thick) -- no removal	LF	\$14.78		=	171G
1H	Curb Only (Curb Type 14A)	LF	\$34.38		=	171H
1I	Curb Only (Curb Type 14)	LF	\$32.89		=	171I
2. CURB & GUTTER REMOVAL						
2A	AC Pavement Removal	LF	\$10.80		=	172A
3. REMOVE AND REPLACE SIDEWALK, ALLEY AND DRIVEWAY CUTS						
3A4	0 square feet to 100 square feet -- 4"	SQFT	\$19.38	X	=	173A4
3A6	0 square feet to 100 square feet -- 6"	SQFT	\$20.20	X	=	173A6
3B4	101 square feet to 300 square feet -- 4"	SQFT	\$16.92	X	=	173B4
3B6	101 square feet to 300 square feet -- 6"	SQFT	\$16.35	X	=	173B6
3C4	301 square feet to 500 square feet -- 4"	SQFT	\$14.60	X	=	173C4
3C6	301 square feet to 500 square feet -- 6"	SQFT	\$15.39	X	=	173C6
3D4	501 square feet and over -- 4"	SQFT	\$12.95	X	=	173D4
3D6	501 square feet and over -- 6"	SQFT	\$14.50	X	=	173D6
3E	Removal of Sidewalk, Plus Fill	SQFT	\$7.20	X	=	173E
3F	Aggregate Base (max 4" lifts)	SQFT	\$4.52	X	=	173F
3G	Additional Score Lines to Match Adj. SW	SQFT	\$1.74	X	=	173G
4. DRIVEWAY APPROACHES REMOVE AND REPLACE						
4A	4" Thick remove & replace <100sqft	SQFT	\$19.27	X	=	174A
4B	4" Thick remove & replace >100sqft	SQFT	\$17.17	X	=	174B
4C	6" Thick remove & replace <100sqft	SQFT	\$20.62	X	=	174C
4D	6" Thick remove & replace >100sqft	SQFT	\$18.00	X	=	174D
5. TREE ROOT REMOVAL						
5A	Tree Root Removal	SQFT	\$8.85	X	=	175A
6. MISCELLANEOUS SERVICES						
6A	V-Gutter Removal and Replacement	SQFT	\$45.94	X	=	176A
6B	Gutter Drain, Setting Drain, Type 20's	SQFT	\$159.03	X	=	1 6B
6C	Set Hood and Grate for A&B Boxes	EA	\$304.53		=	176C
6D	Bus Stops, 3' Rolled, 10" thick	EA	\$73.43		=	176D
6E	Bus Stops, 3' Vertical, 10" thick	LF	\$79.04		=	176E
6F	Bus Stops, 5' Rolled, 10" thick	LF	\$94.87		=	176F
6F1	Bus Stops, 5' Vertical, 10" thick	LF	\$97.84		=	176F1
6G	Curb Ramps	SQFT	\$26.64	X	=	176G
6H	Curb Ramps, Historical (R&R)	SQFT	\$31.31	X	=	176H
6H1	Install Truncated Domes	EA	\$154.77		=	176H1
6I	Concrete Saw Cutting	LF	\$7.60		=	176I
6J	Replace Backfill Area with Sod	SQFT	\$6.31	X	=	176J
7. OTHER CUSTOM WORK						
7A	Custom Work	EA			=	177A

CPI: (N/A)

A* Arborist fee is \$110.00 for two hours.

AGREEMENT

(Maintenance Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and _____ NFB Engineering, 1978 Pacific Avenue, Rio Oso CA 95674 ("Contractor").

The City and Contractor 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 AND TERM OF CONTRACT

- A. 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:

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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

- B. A general scope of work is contained in the Technical Specifications and may be further defined in a job/task order. Work shall be assigned to Contractor by City on an individual job or task basis, by City's issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Contract, and the Contractor shall perform, comply with and be subject to all provisions of this Contract with regard to any work performed pursuant to any such job/task orders. The job/task orders may involve varying levels of effort during the term of the Contract. The need for services may not be continuous during the term. It is understood and agreed by Contractor that no services at all may be required by City under this Contract. The City will contact Contractor regarding a specific job/task. Contractor shall not commence work prior to receiving a notice to proceed from the City.
- C. The initial term of this Contract is one (1) year from the date of City award. The City may extend the Contract term in writing for additional successive one (1) year periods, provided that the total Contract term including any such extensions shall not exceed five (5) years.

5. CONTRACT AMOUNT AND PAYMENTS

- A. Pursuant to Sacramento City Code Section 3.60.180, the Contractor is required and agrees to pay the State of California, Department of Industrial Relations prevailing wage rates for covered trades employed. The prevailing wage rates may be found at <http://www.dir.ca.gov/dlsr/pwd/>. For job/task orders of \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code. Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Contractor is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. Payment for each job or task shall be authorized by job/task order as provided in Section 4, above, and City shall have no responsibility or liability for any payment not authorized by a City-issued job/task order. All payments shall be made 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.
- C. Unit prices and hourly rates shall not exceed the amount(s) set forth in Contractor's Proposal Form, provided that for each year the Contract term is extended, to account for inflation, the unit prices and hourly rates set forth in Contractor's Proposal Form shall be increased by an amount equal to three (3) percent or the percentage increase for the previous 12 month period in the Consumer Price Index (CPI), San Francisco area, whichever is less.
- D. Subject to deductions, withholdings and additions as specified in the Contract Documents, Contractor shall be paid the sum computed at such unit prices or hourly rates, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual hours worked or actual amount of each such unit price item performed and/ or furnished and incorporated in the Work.
- E. **Maximum Annual Payment:** The total amount paid for all Work authorized by job/task orders during any one year term of the Contract shall not exceed \$ N/A .

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 (in the format required by City) 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 by City of the Work specified in the job/task order. Acceptance by Contractor of the final payment for a job/task order 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 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. Statements may be personally delivered or mailed to:

**City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Bldg. 9
Sacramento CA 95822**

ATTN: Erick Talavera

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 for a job or task as directed in the City-issued job/task order and shall diligently prosecute the Work to final completion. The continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

If so specified in a City-issued job/task order, the Work required by the job/task order shall be brought to completion in the manner provided for in the Contract Documents on or before the date specified in the job/task order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete such 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 any 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, 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 acceptance of the Work, 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 City acceptance of the Work performed for the applicable job/task order. 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 City acceptance of the Work performed for the applicable job/task order.

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 Work specified in a job/task order were not completed by the Completion Date specified therein 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 specified in a job/task order by the Completion Date specified therein, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete such Work within such time.

- B. If a job/task order specifies a Completion Date for the Work required by the job/task order, Contractor shall pay liquidated damages to City for failure to complete such Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of N/A for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such 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.

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

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.
- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of 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 therefore 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; sit-downs; 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 specified in a job/task order (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, if the applicable job/task order specifies a Completion Date, 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 issuance by City of a revised job/task order granting such extension of the Completion Date. 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 as provided herein.

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 by a job/task order are not completed as of the Completion Date specified in the job/task order, if any (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. 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

- A. 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):
- (1) For Work executed pursuant to approved job/task order(s) 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;
 - (2) For reasonable expenses directly attributable to termination.
- B. 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 Surety(ies) 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, either 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. 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: 3/19/16

BY NFB Engineering

N. Bozza

Print Name

Nick Bozza, Owner

Title

BY _____

Print Name

Title

47-5051127

Federal ID#

051-6190-6

State ID#

1025368

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 (Two Signatures Required)
- Limited Liability Company
- Other (*please specify:* _____)

CITY OF SACRAMENTO
A municipal corporation

DATE: _____

BY _____

Jerry Way

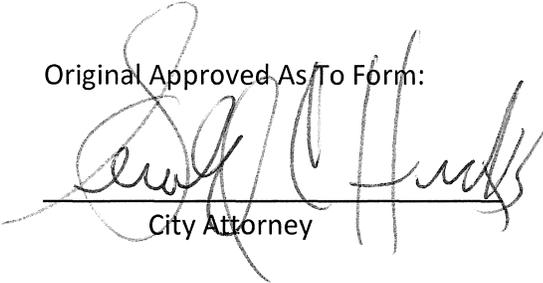
Print Name

Director of Public Works

Title

For John F. Shirey, City Manager

Original Approved As To Form:



City Attorney

Attest:

City Clerk

**Invitation for Sealed Bids
and Contract Specifications**

for

**MAINTENANCE AND REPAIR OF CURBS,
GUTTERS, SIDEWALKS, AND RELATED ITEMS
BID # B16151641033**

Project Description:

Work-order/task-based maintenance and repair of curbs, gutters, and sidewalks and installation of curb ramps, citywide. There will be multiple contract awards.

Pre-Bid Conference:

1:30 p.m.
Wednesday, March 16, 2016

at:
South Area Corporation Yard
5730 24th Street, Building 9
Sacramento CA 95822

Bids to be received before:

2:00 p.m.
Wednesday, March 30, 2016

at:
Office of the City Clerk
New City Hall, 5th Floor
915 I Street
Sacramento CA 95814

Project Manager:

Erick Talavera
Operations General Supervisor
(916) 808-2272
etalavera@cityofsacramento.org

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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NOTICE TO CONTRACTORS

Sealed Bid Proposals will be received by the City of Sacramento Office of the City Clerk at the New City Hall, 915 I Street, 5th Floor, up to the hour of 2:00 p.m. on **March 30, 2016** and will be opened as soon thereafter as business allows, on **March 30, 2016**, in the Hearing Room, 2nd Floor, Historic City Hall for:

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed Proposals shall be submitted on the printed forms contained in the Invitation for Bid and enclosed in an envelope marked:

Sealed Bid Proposal for: Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items (Bid No. B16151641033)

Official electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page:

PLANET BIDS

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

Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

Bid information obtained from third party sources will not be considered official and not fulfill a bidder's responsibility for obtaining all official bid information as posted on our official site at the link above.

All bidders are invited to attend an optional Pre-Bid Conference at the South Area Corporation Yard, 5730 24th Street, Bldg. 9, Sacramento CA 95822, on Wednesday March 16, 2016, at 1:30 p.m.

Questions regarding this bid should be referred to the Project Manager. All inquiries should be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding..

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

Contractors and subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less.

The City of Sacramento has an approved Labor Compliance Program. The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007. Each contractor and every lower-tier subcontractor must submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Bid protests must be filed 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 to be considered valid in accordance with City of Sacramento Resolution No. 2003-231, dated April 29, 2003. As used herein, 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, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of 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, New City Hall; Sacramento, CA 95814.

City of Sacramento
FORMAL BID / PROPOSAL DELIVERY OPTIONS

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS): - Regular First Class - Certified or Return Receipt - Priority - Express	Office of the City Clerk P.O. Box 122391 Sacramento, CA 95812-2391
2.	Expedited Services: - FedEx - UPS - DHL	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814
3.	Personal Delivery: - Hand Delivery - Courier	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

1. Terms and Definitions

Wherever in the Scope of Work, Technical Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

ADA –	Americans with Disabilities Act of 1990
City –	City of Sacramento
MUTCD –	2014 California Manual on Uniform Traffic Control Devices, and any amendments and revision thereto
Director –	Director of Public Works, City of Sacramento
Standard Specifications –	City of Sacramento Standard Specifications for Public Construction, August 14, 2007, and Addendums (or any updated City Standard Specifications when adopted). http://www.cityofsacramento.org/Utilities/Resources/Specs-and-Drawings
Department –	Department of Public Works, City of Sacramento
Inspector –	The Maintenance Services Division has designated Construction Inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Projects Construction Inspector.
Project Manager –	The Operations General Supervisor assigned to oversee Concrete Maintenance for the City of Sacramento
Working Day –	Defined as any eight (8) hour day, except as follows: Saturdays, Sundays, City-observed holidays, and other days the City is closed, as shown on the City of Sacramento Working Calendar, days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Inspector from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

2. Scope

This Contract is for concrete work primarily limited to curbs, gutters, sidewalks, and related items located throughout the City of Sacramento. The individual jobs typically range in size from 6 square feet to 600 square feet. The City will make repayment for this work.

The Contractor must provide all labor, material, tools, and equipment necessary to complete all work in a workmanlike manner. All work must be performed in accordance with contractual documents, including the specified Work Order(s) and the Project Manager's or designated Inspector's instructions, and shall comply with the City of Sacramento Standard Specifications for Public Works Construction, including but not limited to Section 10 – Construction Materials, Section 17 – Laying Base, Section 18 – Side Forms and Headers, and Section 24 – Curb, Gutter, Sidewalks, and Gutter Drains. Additionally, all work shall comply with the attached drawings that incorporate the latest ADA requirements, as well as the City of Sacramento's Sidewalk Closure Policy and Standards, dated August 14, 2007. In the event these standards and specifications should be changed, revised or updated, Contractor will be provided with the new documents. At the time new standards and specifications are distributed, Contractor will be required to follow updated requirements.

Additional requirements:

- a. Lamp Black is required and shall be added to the concrete mix at the rate of one (1) pound of per cubic yard of concrete, unless otherwise directed by the City Inspector.
- b. Doweling is required on all sidewalk, curb, and gutter projects.
- c. Asphalt and concrete removal cuts shall be neat and straight, and made with a City-approved saw.
- d. Root inspection/root cutting: The Contractor shall contact the City Arborist to schedule a root inspection 48 hours prior to removing the sidewalk. Once the appointment for the root inspection has been set, the Contractor is responsible for removing the concrete and excavating to expose the roots prior to the Arborist's arrival. After completing the inspection, the Arborist will then recommend how the tree roots are to be cut.

Tools required for this work are, but not limited to: pneumatic or hydraulic jackhammer, gas driven abrasive concrete saw (water-cooled blasé), mechanical compaction equipment, miscellaneous hand tools, etc.

3. Period of Performance

Period of Performance will begin on July 1, 2016 (or upon date of award by City Council, if later) and end June 30, 2017 with the option to extend two additional years. Extensions are not guaranteed, will be agreed upon and in writing.

Option Period One will begin July 1, 2017 and end June 30, 2018.

Option Period Two will begin July 1, 2018 and end June 30, 2019.

4. Option Period(s)

The successful bidder/offeror grants the Option Period(s) listed in the Pricing Schedule to the City of Sacramento. The Option Period(s) may be exercised at any time up to within 30-calendar days of the contract completion date. Exercise of the Option Period(s) occurs upon mailing of written notice to the Contractor. The Option Period(s) will be exercised at the sole discretion of the City of Sacramento.

At the time the Option Period(s) are exercised, annual adjustments to account for inflation may be added to the total per item charge as indicated in the Pricing Schedule. This annual adjustment will be based on CPI information as well as current material costs and market conditions specific to this work. Any increase granted shall not exceed four (4) percent above the previous year's pricing.

The City will also look to see if a cost savings is due to the City, based on the CPI, market conditions, and material costs specific to this work. If a cost savings is due to the City, the Pricing Schedule will be adjusted accordingly.

5. Contract Pricing

The Contractor shall furnish fully-burdened pricing, including all labor, materials, tools, arrow boards, message boards, equipment, sediment vacuums, water supply, and incidentals for doing all work involved in the execution of this contract. No additional compensation will be allowed.

A contract for the services described in this Invitation for Bid (IFB) will not be awarded to the single lowest responsible bidder at its bid price – this is a multiple award contract. Instead, the City will review all bids for technical capability, responsibility, and responsiveness.

All of bid submissions that are found to be technically capable, responsible, responsive, and their pricing is found to be within the competitive range will be awarded a contract with the City in the following manner:

1. The City will evaluate the line item unit price(s) submitted by each responsible, responsive, and reasonable bidder. The City will arrive at the contract line item price by deleting the highest and lowest unit bids submitted for each line item(s). Those values that remain will be averaged, and the sum will be the established unit price for that particular line item(s). This is the value that the City of Sacramento will pay for that line item to all of the contractors to whom a contract is awarded.
2. The City will then establish the Primary and Secondary lists of contractors. The primary list will consist of up to seven contractors whose bid submissions were found to be the lowest, responsible, and responsive bidders. The remaining contractors will be added to the secondary list in the order of established above.

At the time the Option Period(s) is due to be exercised, the Contractor will have an opportunity to increase pricing, as provided in Section 4, Option Period(s), above. The Contractor's request must be submitted in writing on company letterhead 30-days prior to the exercise of the option period(s). At this same time, the City will do an analysis to

see if a cost savings is due to the City. The analysis will take into consideration the CPI, market conditions, and material(s) pricing. All bidders to whom a contract is awarded will then be paid this same amount for each of the line item(s).

6. Primary and Secondary List of Contractors

As stated in Section 5, above, the City has a requirement for up to seven contractors throughout most of the year, subject to weather conditions and other constraints. Therefore, the City will establish a primary list of contractors consisting of up to seven contractors.

When the primary list is full, a secondary list will be established and used as needed. The City may award new contract(s) using the established unit price list at any time during the contract period.

The City of Sacramento will prioritize and assign work to the Contractor(s) on the primary list for the specific Neighborhood Service Area that the Contractor(s) is assigned to. During any period when all Contractors on the primary list are working and additional contractors are required, the City will utilize the secondary list.

Both the primary and secondary list(s) are rotational - within their own group. In the event, that a Contractor falls off of the primary list, another contractor may be moved up from the secondary list based on operational need. The City of Sacramento does not guarantee work to any Contractor. Work Order packages will be distributed among contractors who are assigned to a specific Neighborhood service area, unless the City of Sacramento Inspector and/or designated Project Manager has identified a specific need in one of the neighboring service areas, at such time the Contractor may be required to perform work in an area other than the usual assigned area.

7. Assignment of Work

The Maintenance Services Division has designated inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Project Inspector. Contractors will typically be rotated amongst the five Neighborhood Service Area(s) on a bi-annual basis. Upon assignment of the Street Order Repairs, the Inspector will call the Contractor to pick-up the repair order package.

Contractors must contact the Inspector to whom they are assigned by telephone, email, or text message each business day no later than 8:00 a.m. with the following information: (a) Work location; (b) Whether the Contractor would like to meet with the Inspector for questions or clarification. If the Contractor is unable to make contact with their assigned Inspector, they are responsible for contacting the Lead Inspector by phone or email.

For the life of the contract, Contractor shall maintain a telephone and/or answering machine that will enable the Inspector to make contact with the Contractor at all times – cellular phones are acceptable.

8. Demerits

In the event that the contractor does not perform in accordance with the contract's Terms and Conditions, Scope of Work, the City of Sacramento's Standard Specifications for Public Works Construction, Sidewalk Closure Policy and Standards, and the designated inspector, a demerit will be assessed. Specifically, a demerit will be assessed for the following occurrences:

- a. Failure to begin assigned work at the job site at the time(s) indicated by the Project Manager or designated Inspector.
- b. Unavailability for work at the time, date, and/or jobs as directed by the City.
- c. Failure to provide qualified personnel and/or proper equipment as determined by the City's requirements.
- d. Failure to follow the Inspector's work requirements and directions.
- e. Unsatisfactory or unsafe work habits, conditions, and/or employees.
- f. Sub-standard work, as determined by the Inspector and failure to correct all substandard conditions noted within 24-hours.
- g. Failure to contact the City by telephone or in person during the hours specified below.
- h. Violation of any of the work contracted requirements, as stated in the contract's terms and conditions, the City of Sacramento's Standard Specifications for Public Construction, and the City of Sacramento's Sidewalk Closure Policy and Standards.
- i. Failure to follow ADA requirements.
- j. Failure to complete utility cuts within 15 calendar days after receiving the work order.

When a demerit is assessed to a Contractor, a written notification will be provided detailing the violation.

9. Removal and Reassignment from the Primary List to the Secondary List

In the event Contractor(s) assigned to the Primary List receives a total of three (3) demerits in one contract year, Contractor(s) will be removed from the Primary List and will be reassigned to the bottom of the Secondary List. In the event Contractor(s) is/are removed from the Primary List, the top listed vendor from the Secondary List may be moved to the Primary List.

If a Contractor(s) is/are removed from the Primary List after receiving three (3) demerits in one contract year, the Contractor will be advised by telephone of his/their removal. The removal will be confirmed in writing. The Operations General Supervisor will notify all Contractors of their new/revised numerical standing on both the primary and secondary lists.

Assignment from the Secondary List to the Primary List will be at the discretion of the Operations General Supervisor.

10. Invoicing and Payment

Upon completion of a work assignment, the Contractor will submit all invoices to be inspected and approved by the area inspector. The City will pay all invoices on a Net 30 basis.

Invoices for payment shall not be submitted until all work is complete, ready for final inspection, and accepted by the Inspector. All invoices shall be sufficiently detailed to allow for thorough analysis prior to approval. Those invoices that do not provide sufficient information or are not in the approved format shall be returned immediately to the Contractor. Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor. The Net 30-day payment term does not begin until a complete and correct invoice is accepted by the City.

The invoice shall, at a minimum, include the following information:

1. Contractor letterhead, including address
2. Contract Name
3. Description of services billed under this invoice.
4. Date of Invoice Issuance
5. Invoice Number
6. City's Purchase Order Number
7. City's Work Order Number
8. Amount of the Invoice

Invoices shall be mailed or hand delivered to:

City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Building 9
Sacramento, California 95822

11. Commencement and Execution of Work

Contractor shall commence work within two business days from receipt of the Street Work Order from the City Inspector. Commencement of work means to engage in a continuous program onsite including, but not limited to, site posting, site clearance, grading, dredging, landfilling, and the fabrication, erection, or installation of the work and clean-up of site.

Contractor shall notify the resident(s) of the property of any scheduled work to be done 72-hours prior to commencement of any work with a door hanger, provided by the City of Sacramento. Contractor is to provide a temporary traffic control plan and any traffic impact-related public outreach in a timely manner prior to commencing work.

In the event the property is located in an area with parking meters, the Contractor is responsible for notifying their area inspector at least 72-hours prior to the commencement of work. This notification is in addition to the 72-hour notification to the property owner.

No subcontractors shall be allowed to provide work except for specialized services and must be approved, in advance, by the Operations General Supervisor.

12. Survey Monuments

Contractor shall notify the Inspector three (3) business days prior to removing curb, gutter, and sidewalk within the curb return areas in order for the Inspector to check and reset centerline monumentation. An administrative charge of \$1,000, up to \$2,500, will be assessed for each curb return areas removed in violation of these instructions.

13. USA Requirements

Contractor shall comply with California Government Code 4216, CalOSHA Title 8, Section 1541, and USA North regulations. The Contractor is responsible for clearly marking the work area. **All USA markings (painted or other) shall be removed upon completion of the excavation activities prior to the invoice being submitted.** The limits of the removal shall be the length and width of the curb, gutter, and sidewalk repair project. Removal shall be by sand blasting, high-pressure wash or a method approved in advance by the Engineer or Inspector. Removal shall be accomplished in a manner that leaves the site in a condition equal to or better than before the markings were placed.

14. Assessment of Administrative Penalties

Contractor must comply with all Section and Provisions of Sacramento City Code, specifically Title 8, Chapter 8.68 (as it relates to noise) and Title 12, Chapters 12.04-12.32 (as it relates to sidewalk regulations, construction and repair) or suffer penalties as stated in Chapter 12.20 of Title 12, Section 8.68.220 and Section 8.680.280 of Title 8 and Subsection (l) of Section 3.60.360 of Title 3 of the Sacramento City Code relating to Construction and Other Work in the City Streets.

15. Street and Lane Closures – Temporary Traffic Control

The Contractor is responsible for adhering to all guidelines as stated in Section 12.20.0202 of Title 12 of the City Code pertaining to the Closure of Streets for Work. The Contractor shall submit a Traffic Control Plan to the Inspector to whom the Contractor is assigned at least 10 days prior to the commencement of work. The Traffic Control Plan shall be developed within the following parameters:

- a. Contractor must adhere to all guidelines as stated in Section as.20.030 of Title 12 of the Sacramento City Code pertaining to the Traffic Control Plan – Requirements and Section 6-10 of the Standard Specifications for Public Construction.
- b. Traffic flow plans shall include the placement of barricades and warning signs. The plan shall outline the work order, duration of work, and methods for moving traffic through the construction area. Normal passage shall be available to pedestrians and meet all ADA requirements for user with disabilities. The plan shall show the flow of movement for pedestrian and bicycle traffic altered by the construction or excavation. Traffic Control Plans are to follow the guidelines and requirements of the *California Manual of Uniform Traffic Control Devices*.
- c. Arrow and message boards for lane closures will be used at the direction of the City, or as required by the approved traffic control plan.

- d. Contractor is responsible for monitoring and maintaining all traffic and pedestrian control features, devices, and equipment from start to completion of the repair and maintenance project and/or as directed by the Inspector.
- e. Contractor is responsible for coordinating with the City of Sacramento's Utility Department at least five (5) days prior to the commencement of work requiring fire hydrant shutdown. Contractor shall provide the fire hydrant shutdown schedule to the Inspector at least five (5) days in advance of work commencement.

16. Holiday Season Street Work Moratorium

To reduce traffic congestion during the holiday season, no construction or maintenance projects will be allowed on any of the streets listed on Exhibit D during the holiday season. The holiday season begins Thanksgiving Day and ends on the first workday after New Year's Day. Exceptions may be approved on a case-by-case basis.

No street or sidewalk work, cuts, or trenching will be allowed during this period on the listed streets. All existing street work that cannot be completed prior to the moratorium shall be back filled and paved. All barricades and barriers shall be removed from all travel lanes.

Only emergency repairs will be permitted during this holiday period. All such repairs shall be immediately reported to the assigned Inspector, not later than one hour of the determined need. If an emergency arises during the City's non-working hours, notification to the above office shall be made prior to 9:00 a.m. of the following workday.

17. Materials

Construction materials shall conform to Section 10, Construction Materials, of the City of Sacramento's Standard Specifications for Public Construction.

- a. Concrete
 - i. All concrete placed shall contain six (6) sacks (576 lbs.) of Portland cement per cubic yard and shall have a maximum size for coarse aggregate of one inch (1").
 - ii. Portland Cement used in said concrete shall conform to the American Society for Testing Materials Designation C150, Type II.
 - iii. Unless otherwise specified, all work for curb, gutter, and sidewalks shall conform to Section 24 – Curbs, Sidewalks, and Gutters of the City of Sacramento's Standard Specifications for Public Construction (June 2007).
 - iv. Concrete shall contain 1 pound of lamp black per cubic yard of concrete, unless otherwise directed by the Work Order or the City Inspector.
 - v. Original concrete load tags shall be retained by Contractor for a minimum of one (1) year after completion and acceptance of a project and provide them to the City upon request.

b. Reinforcing Steel

Reinforcing steel shall conform to Section 52, Bar Reinforcement, in the State of California, Department of Transportation. Unless otherwise provided by the Special Provisions, bar reinforcement shall be deformed and shall be Grade 60 conforming to the "Deformed Billet-Steel Bars for Concrete Reinforcement" (ASTM Designation A 615).

Welded steel wire fabric for concrete reinforcement shall conform to ASTM Designation: A 185. The gauge of the wire and the dimensions of the mesh will be shown on the plans.

c. Curb Dowel and Tie Bars

Dowel and tie bars for curbs shall conform to ASTM Designation: A 165, Grade 60 or Grade 40 may be used at the Contractor's option.

d. Excavated Materials and Spoils

Contractor shall remove all excavated and spoil materials from the job site daily unless authorized by the Inspector. Failure to remove the excavated and spoil materials will result in a demerit.

e. City Provided Materials

The City of Sacramento shall provide the following materials: rubber sidewalk panels, sidewalk metal plates and specs, sidewalk drains, gutter drain, door hangers, and No Parking postings.

18. Grading

Subgrades for pavement, curb and gutter, sidewalk, lined channels and ditches, or for rock base under pavements shall be furnished accurately and true to the lines and sections shown on the plans, within a tolerance of + or -0.05 feet. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of not less than ninety five percent (95%). The subgrade shall be free of segregated material and shall be smooth and true to the required grade and cross section. The Contractor will repair at his expense any damage to a prepared subgrade caused by his operation or by use of public traffic. No material shall be placed upon the prepared subgrade until it is in a condition meeting the requirement specified.

19. Landscape and Irrigation

- a. The Contractor will be required to backfill all areas between (a) the back of the curb and sidewalk, and (b) back of sidewalk and property line.
- b. Landscape fill shall consist of fertile, friable soil of loamy character. It shall be obtained from well drained, arable land and shall be free from subsoil, refuse, roots, heavy or stiff clay, stones larger than one inch (1") in size, coarse sand, noxious weeds such as Bermuda, Nut Grass and Morning Glory, stocks,

brush, litter and other deleterious substances. Topsoil shall be capable of sustaining healthy plant life.

- c. When requested by the City, the Contractor will provide sod replacement in areas behind the curb in park strip areas and behind the sidewalk as deemed necessary and authorized by the Inspector. Payment for this work will be paid on a square foot price as listed on the Pricing Schedule of this contract.
- d. Contractor is responsible for repairing and replacing any irrigation that is damage through the excavation or replacement work of the project.
- e. Contractor must complete all repairs within 24-hours of notification from the inspector.

20. Gutter Drains

Cast iron gutter drains of the type indicated by the plans shall be installed at points designated. The types of Standard City of Sacramento Gutter Drains are provided in the Standard Specifications for Public Works Construction, Section 38, Standard Drawings. The drains to be set under this contract will be furnished by the City. Gutter drains shall be cemented flush with the surface of the concrete gutter, and/or curb.

21. Erosion and Sediment Control

Attention is directed to Section 16-3, Erosion, Sediment, and Pollution Control, of the City of Sacramento Standard Specifications and the Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control, dated June 2007. Before starting on the project, the Contractor shall submit for acceptance by the Inspector, an erosion and sediment control plan. The plan shall be implemented during construction of the project to control the major sources of urban runoff pollution from the construction site, including erosion, sedimentation, and improper handling/storage of construction materials and equipment. The elements listed below shall be considered in the development of the plan and the plan shall include sufficient detail to assure the objectives will be satisfied.

- a. Wash water, slurry and sediment from concrete and asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be vacuumed and disposed of by Contractor in a manner approved by the Inspector. No dumping into tree wells or other planting areas, or open cuts.
- b. Vegetation Stabilization – Preservation of existing vegetation; seeding and planting; mulching; providing grassy swales and buffers.
- c. Physical Stabilization – Jute Netting; Drain Outlet Protection; Dust Control; Rocked or Paved driveways from project site to street to prevent tracking dirt unto the public right-of-way and gutters.
- d. Sediment Controls – Silt fences; check dams; straw bale barriers; sandbag barriers; rock filter beds; sediment traps, sediment basins, drop inlet protection

such as straw bales, gravel traps and filters, burlap filters, and sandbag protection.

- e. Specific Maintenance Plan and Program - Establishes a frequency of checking erosion and sediment controls after they have initially have been constructed through the end of the project.
- f. Construction Site Housekeeping Practices – Stabilized construction entrances; solid waste management; material storage and delivery; concrete waste disposal; hazardous materials management; maintenance and cleaning; spill prevention and control; daily maintenance and clean-up.
- g. Concrete Waste Management-Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including leftover concrete and material from washing out the concrete truck, shall not be disposed of in a trench or washed into the storm drain system.

22. Barricades

The Contractor will furnish and place Type 1 barricades, in good condition, when they remove the curb, gutter, and/or sidewalk. The City will only supply barricades when the City does the removal. Barricades shall remain in place a minimum of 72-hours after concrete has been poured on new curb and gutter. Barricades shall be placed so as to prohibit vehicles from parking adjacent to new work; spacing shall not exceed twenty (20) feet between barricades.

Barricades used and set-up on the sidewalk and curb ramp construction shall be equipped with all necessary features such as, upper and lower railings, signs, lights, etc., that are required to comply and meet all ADA regulations pertaining to disabled pedestrian traffic and pedestrian control. Reference the City of Sacramento Sidewalk Closure Policy and Standards, dated August 14, 2007.

Contractor shall be responsible for monitoring and keeping barricades placed on curb and gutter work site during the 72-hours requirement period and/or until paved back by City Crews. Contractor is responsible for barricade removal once all time requirements have elapsed and/or City crews have completed pave-back work.

All other barricades shall be removed within 24-hours of completion of concrete work or as deemed appropriate by the Inspector.

23. Repaving

When repaving is needed, the Contractor shall notify the Maintenance Services Division's Lead Construction Inspector by email within 48-hours after the concrete has been poured. Contractor will specify in the email when a driveway is impacted. Failure to comply will result in a demerit.

24. Time Limits

Each Repair Work Order will be completed as indicated:

- a. "Individual Repair Orders" will be completed within ten (10) working days after direction to proceed has been given.
- b. "Package of Repair Orders" consists of fifteen (15) to thirty (30) repair orders and will be completed within twenty (20) working days after direction to proceed is given.
- c. Utility cuts shall be given priority and be completed no later than 15 days of receiving the work order.

Individual repair orders and packages of repair orders will be assigned to the Contractor as prior assigned work is completed and/or approved by the assigned Inspector or Project Manager.

25. Bonds and Insurance

Prior to the execution of a contract, bidders will be required to provide Performance and Payment Bonds in the amount of \$25,000 each. These bonds must be issued by an admitted surety in the form included in these specification, and will be required for the duration of the contract including any extended term(s). Prior to the City's execution of a contract, bidders shall be required to provide proof of insurance and additional insured endorsements as required under the contract.

26. Additional Services

Work not specifically named in the Pricing Schedule shall be negotiated on an individual basis. Prices offered shall as low as or lower than those offered to Contractor's most favored customer for comparable work under similar terms and conditions

27. Notification of Material Changes in Business

Contractor agrees that if they experience any material changes in their business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., they will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

28. Licensing

All Contractors who submit bids on a public works project must be properly licensed. This contract requires either a Class A or C-8 license.

29. Subcontracting

Contractor may only subcontract for the procurement of materials. Contractor shall not enter into a contract or agreement with any individual, partnership, corporation, firm, or other entity to perform any portion of the work or services under this Agreement, without first obtaining permission from the Project Manager.

30. Warranty

The work furnished under these specifications shall be guaranteed for a period of one (1) year from date of acceptance thereof against defective materials, equipment and workmanship. Upon receipt of notice from the City of failure of any part of the materials, equipment, or workmanship during the guarantee period, the affected part or parts shall be replaced with new material and/or equipment, and at the expense of the Contractor.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT A: DETAIL DRAWINGS

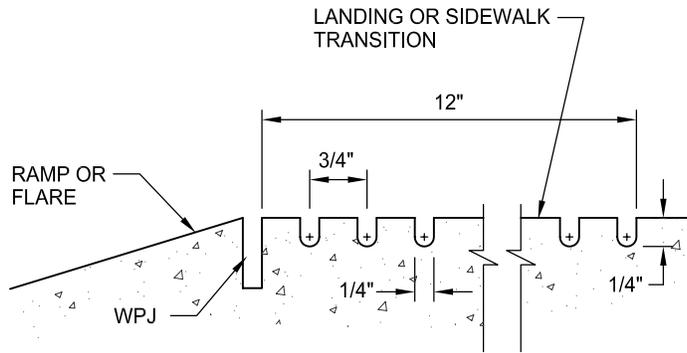
- 1) **SIDEWALK TRANSITIONS**
 - * LOCATED ABOVE RAMP OR LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE AT RAMP OR LANDING
 - * 8.33% (1:12) MAXIMUM SLOPE
- 2) **LANDINGS**
 - * LOCATED ABOVE RAMP
 - * 48" MINIMUM DIMENSION IN ALL DIRECTIONS
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
- 3) **RAMPS**
 - * LOCATED ABOVE PAN OR BELOW LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE
 - * 8.33 % (1:12) MAXIMUM SLOPE
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 4) **PANS**
 - * LOCATED BELOW RAMP
 - * 48" MINIMUM AT BACK OF PAN
 - * 48" MINIMUM FROM BACK OF PAN TO FLOW LINE
 - * 1% (1:100) MINIMUM SLOPE FROM BACK OF PAN TO FLOW LINE
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
 - * ON CORNERS, PAN BOUNDARIES ARE TO BE RADIAL
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 5) **GUTTERS**
 - * ADJACENT TO RAMP OR PAN
 - * 5% (1:20) MAXIMUM SLOPE MEASURED 4' FROM FOC OUT TO STREET PAVEMENT FOR FULL WIDTH OF RAMP.
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES

- 6) **FLARES**
 - * LOCATED ADJACENT TO RAMP
 - * REQUIRED BETWEEN RAMPS WHERE THERE IS NO PLANTER AREA
 - * REQUIRED ON THE EXTERIOR OF RAMPS WHERE THERE IS AN ADJACENT CONCRETE SIDEWALK, REGARDLESS OF OBSTACLES
 - * GENERALLY TRIANGULAR IN NATURE
 - * 10% (1:10) MAXIMUM SLOPE
- 7) **RETAINING CURBS**
 - * REQUIRED ADJACENT TO SIDEWALK TRANSITIONS, LANDINGS, RAMPS AND PANS WHERE THE EXISTING LANDSCAPE (PLANTER AREA) IS 4" OR HIGHER AT ANY POINT ABOVE THE NEWLY CONSTRUCTED CURB RAMP ELEMENT
 - * REQUIRED FOR EXISTING PLANTER AREAS BETWEEN RAMPS
 - * RETAINING CURBS ARE TO HAVE A 6" WIDTH AND A VERTICAL FACE
 - * RETAINING CURB FOUNDATIONS ARE TO EXTEND 8" BELOW THE ADJACENT RAMP ELEMENT SURFACE
 - * OUTSIDE CORNERS OF RETAINING CURBS MUST HAVE A 6" RADIUS
- 8) **12' GROOVING DETAILS**
 - * REQUIRED ADJACENT TO (ON FLAT AREAS ABOVE) RAMP AND FLARE
 - * REQUIRED TO BE PERPENDICULAR TO THE PATH OF TRAVEL
- 9) **CONCRETE COLORING**
 - * LAMP BLACK OR OTHER COLORING SHALL BE ADDED TO NEW CONCRETE AS NECESSARY TO MATCH EXISTING COLOR. THIS APPLIES TO ALL IN FILL LOCATIONS

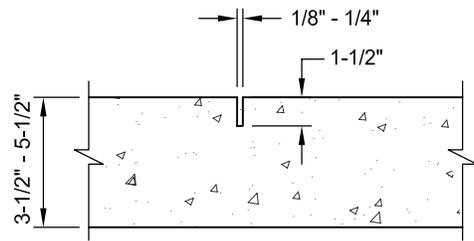
- * DUAL CURB RAMPS ARE REQUIRED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- * ALL ELEMENTS, EXCEPT GUTTERS AND RETAINING CURBS, MUST BE CONSTRUCTED PLANAR IN NATURE WITH WEAKENED PLANE JOINTS SCORED BETWEEN EACH ELEMENT.
- * WHEN FEASIBLE, OPPOSING CURB RAMPS SHALL ALIGN.
- * THESE DEFINITIONS AND STANDARDS, GENERAL DETAILS, AND STANDARD DRAWINGS SHALL APPLY TO ALL CURB AND GUTTER TYPES.
- * THERE ARE VARIATIONS AND ADJUSTMENTS THAT MAY BE REQUIRED UPON THE APPROVAL OF THE ENGINEER.
- * THERE ARE NO VARIANCES TO THE MAXIMUM ALLOWABLE SLOPES AND CROSS SLOPES.

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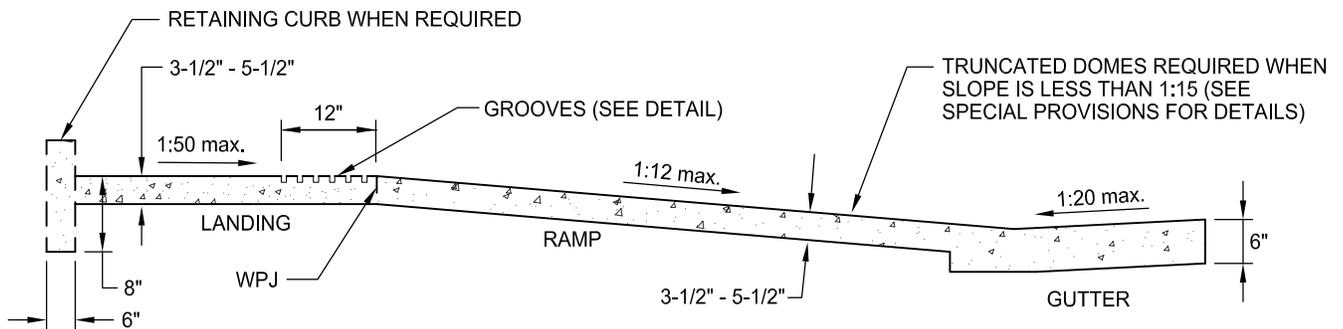
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12" GROOVING DETAIL



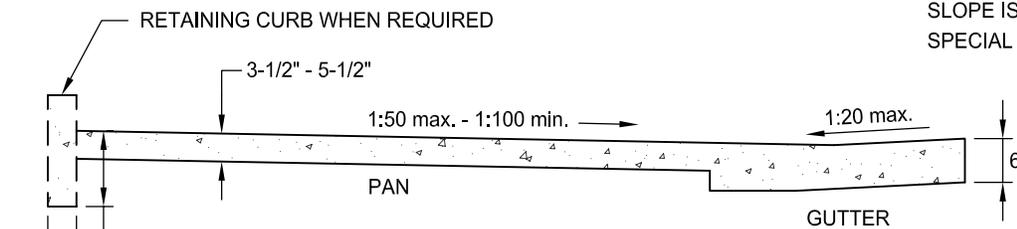
WEAKENED PLANE JOINT (WPJ)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF FLARE, COMBO,
OR PLANTER STRIP CURB RAMP**

NOTE:

ON RAMPS ADJACENT TO PANS
TRUNCATED DOMES REQUIRED WHEN
SLOPE IS LESS THAN 1:15 (SEE
SPECIAL PROVISIONS FOR DETAILS)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF
PAN CURB RAMP**

NOTE:

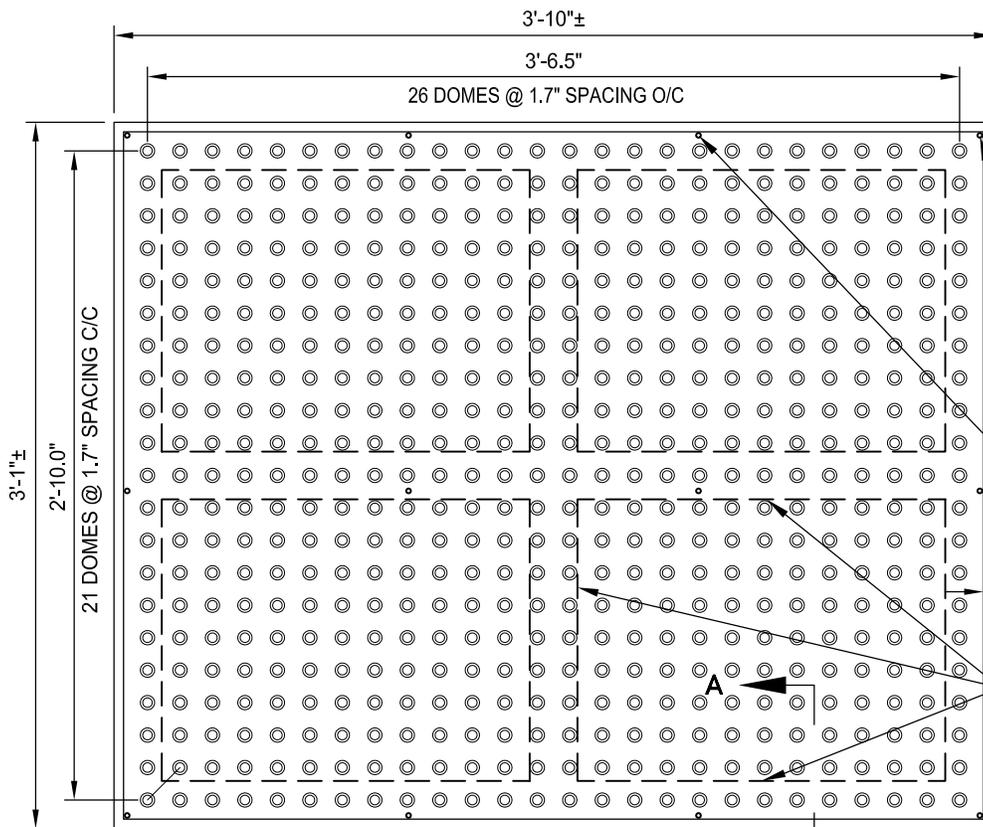
SURFACE OF RAMPS AND PANS SHALL HAVE A TRANSVERSE
BROOM SURFACE TEXTURE ROUGHER
THAN ADJACENT SIDEWALK

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NOTE:

SURFACE MOUNTED TILE DETAILS SHOWN. DETAILS ARE APPLICABLE TO TILE SURFACE SECTION ONLY. CAST-IN-PLACE TILE UNIT DESIGN AND DETAILS TO BE APPROVED BY THE ENGINEER. TILE MATERIAL, FASTENERS, AND ADHESIVE TO BE APPROVED BY THE ENGINEER.



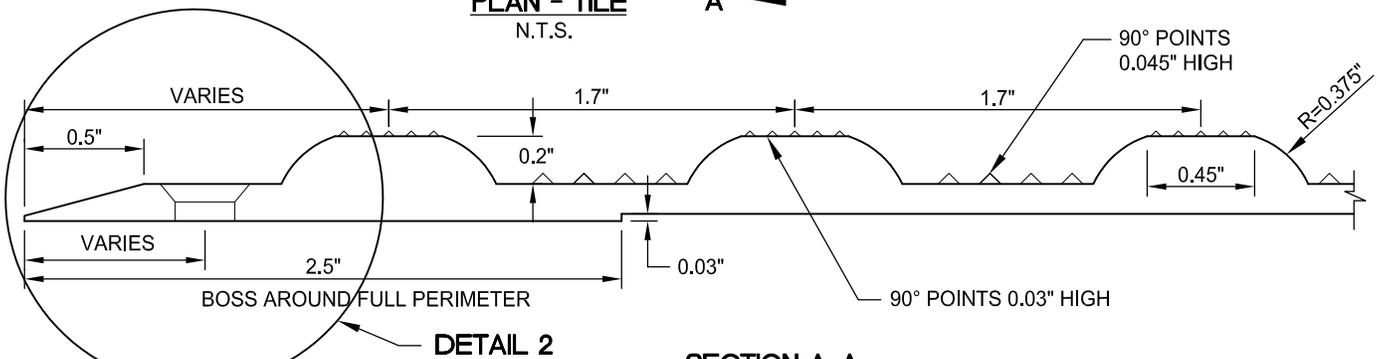
1/4" DIA. CTSK HOLES (TYP. 12 LOCATIONS)

0.5" (TYP. AROUND PERIMETER)

2.5" WIDE BOSS AT UNDERSIDE OF TILE FOR STRUCTURAL ADHESIVE AT FULL PERIMETER AND THROUGH CENTER TILE

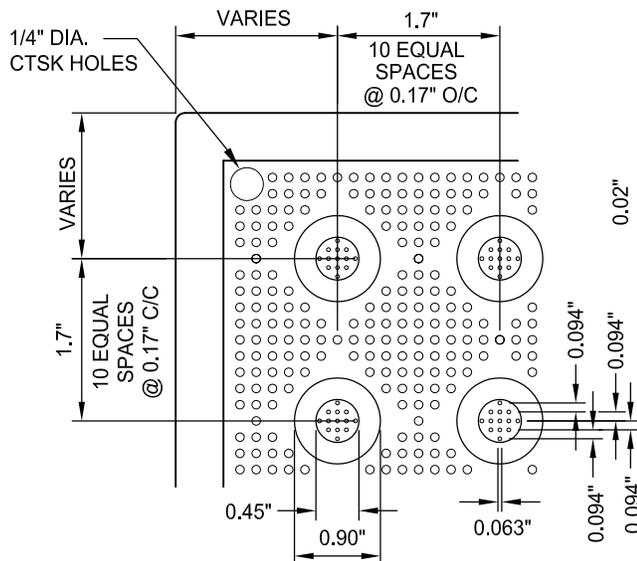
PLAN - TILE
N.T.S.

A ←

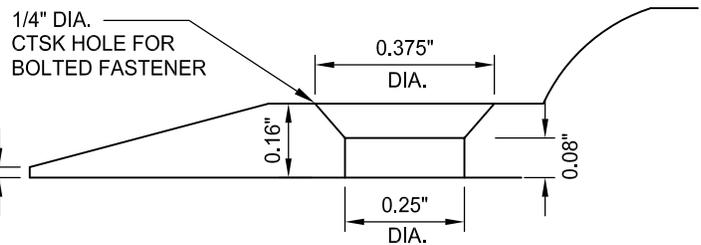


SECTION A-A
N.T.S.

DETAIL 2

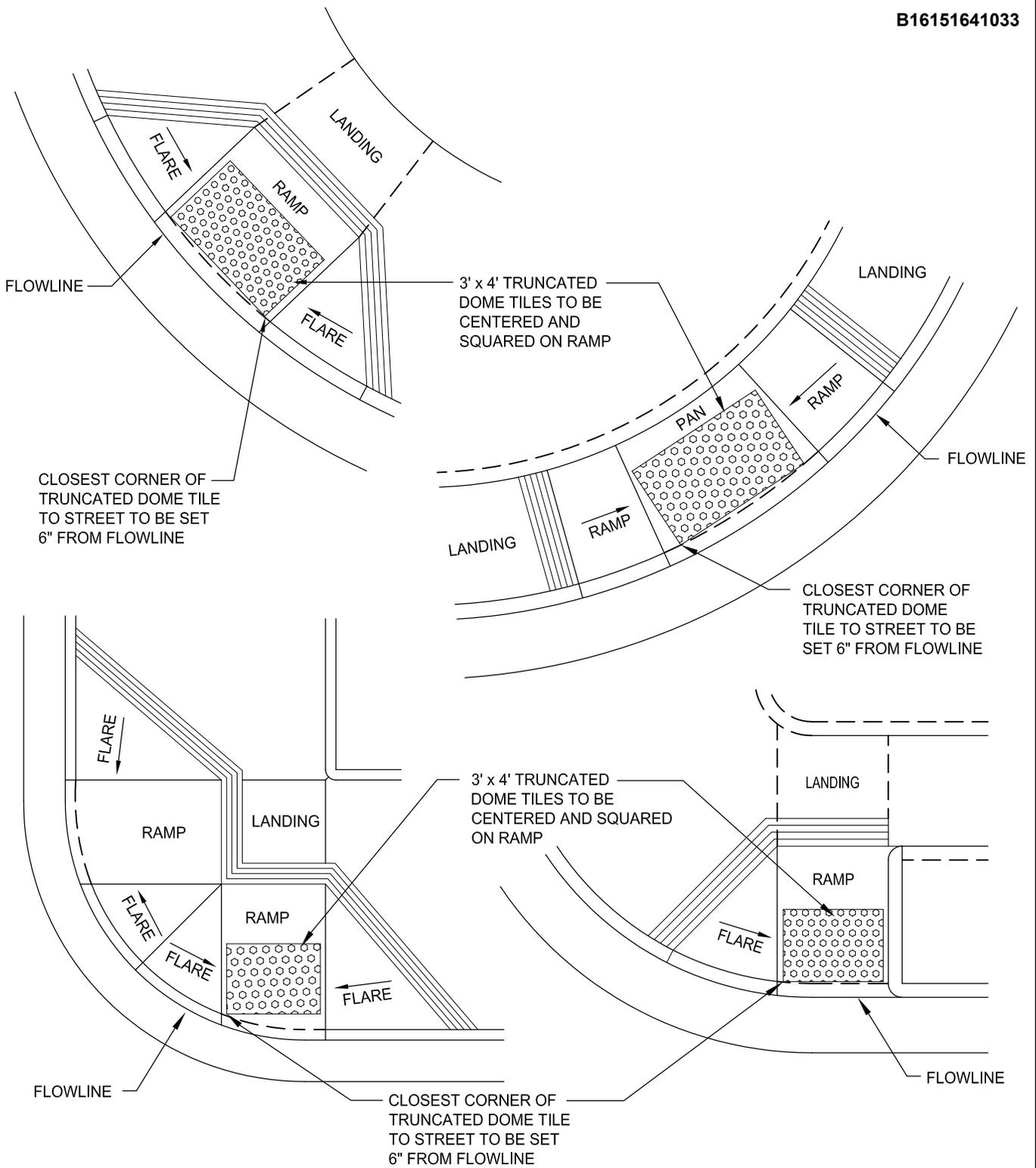


DETAIL 1



DETAIL 2

REV.	DATE	DESCRIPTION



NOTES:

1. TRUNCATED DOMES REQUIRED IN PAN AT ALL LOCATIONS (FOR EXCEPTIONS SEE NOTE 2)
2. TRUNCATED DOMES REQUIRED ON RAMP WHEN SLOPE IS LESS THAN 1:15
3. 3' x 4' DIMENSION IS NOMINAL (SEE DWG CE. 3.1)

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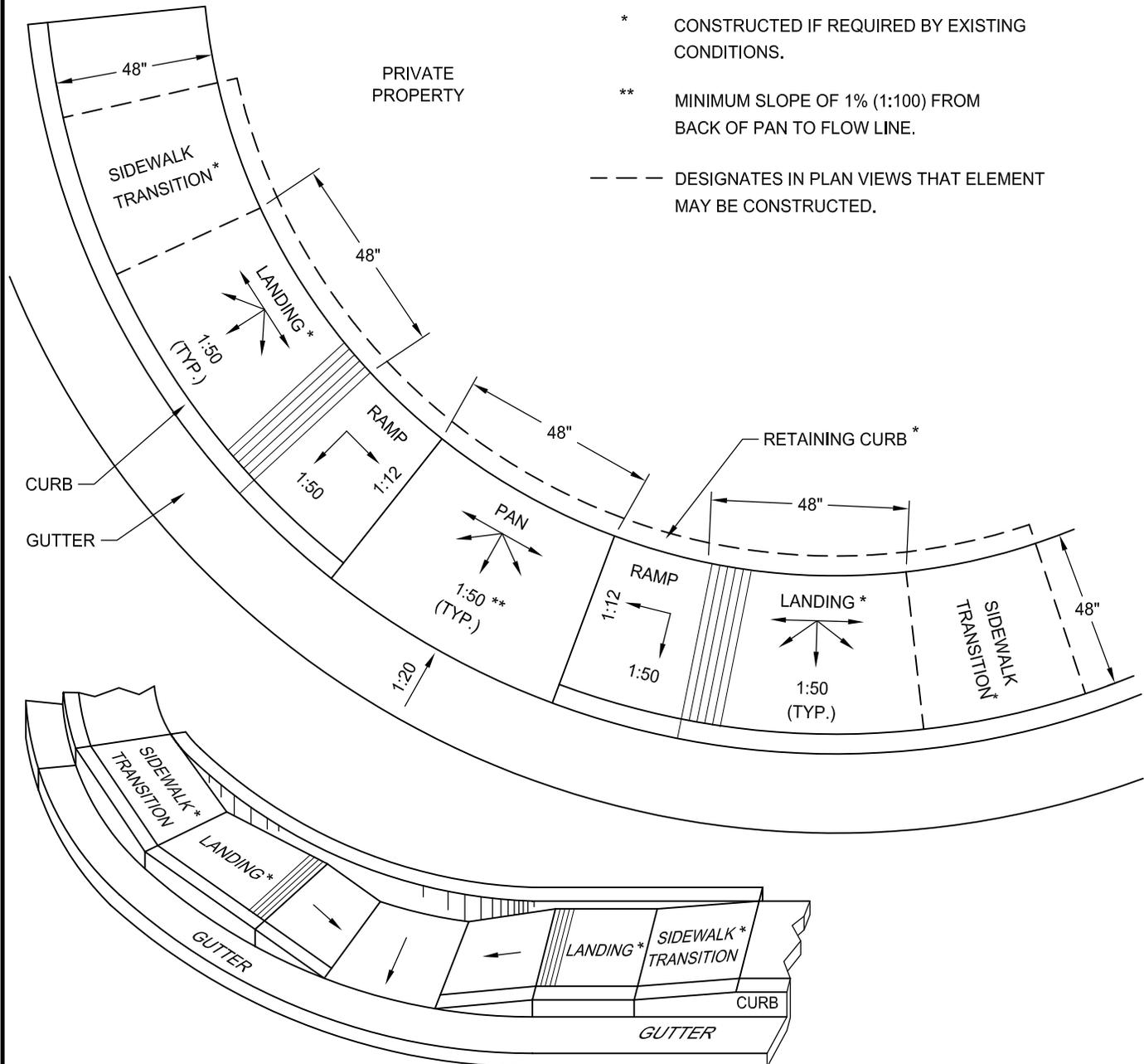
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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REV.	DATE	DESCRIPTION

NOTES:

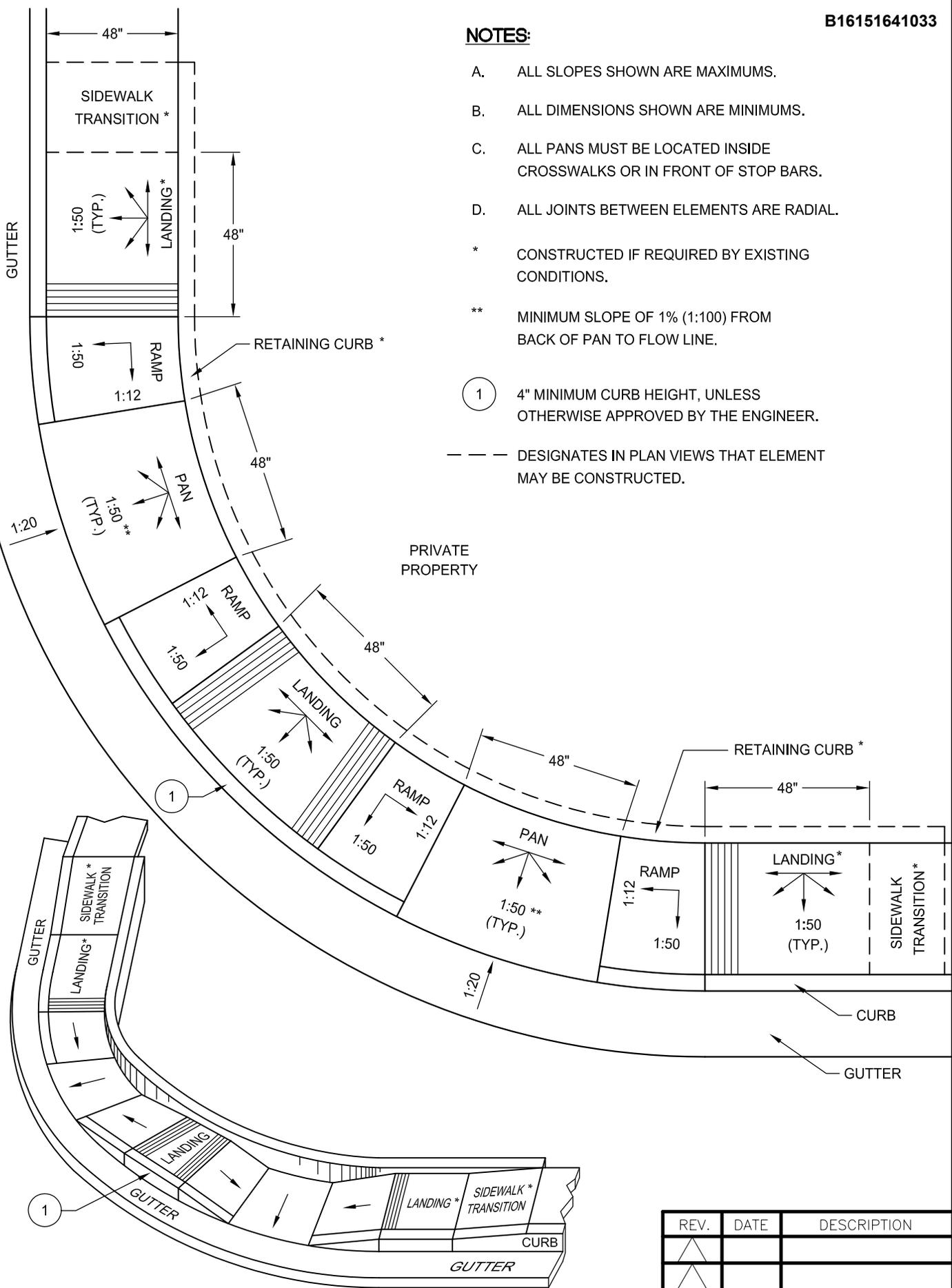
- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

① 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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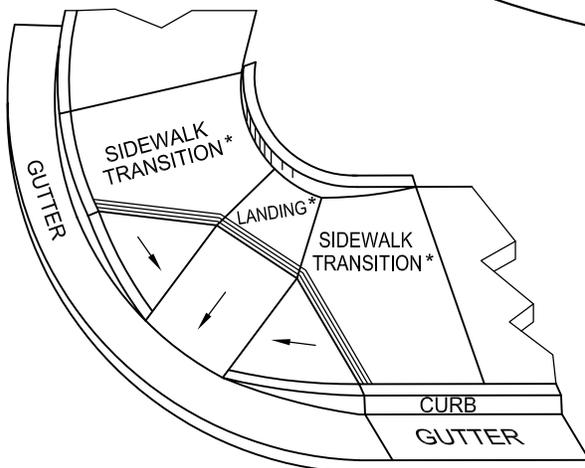
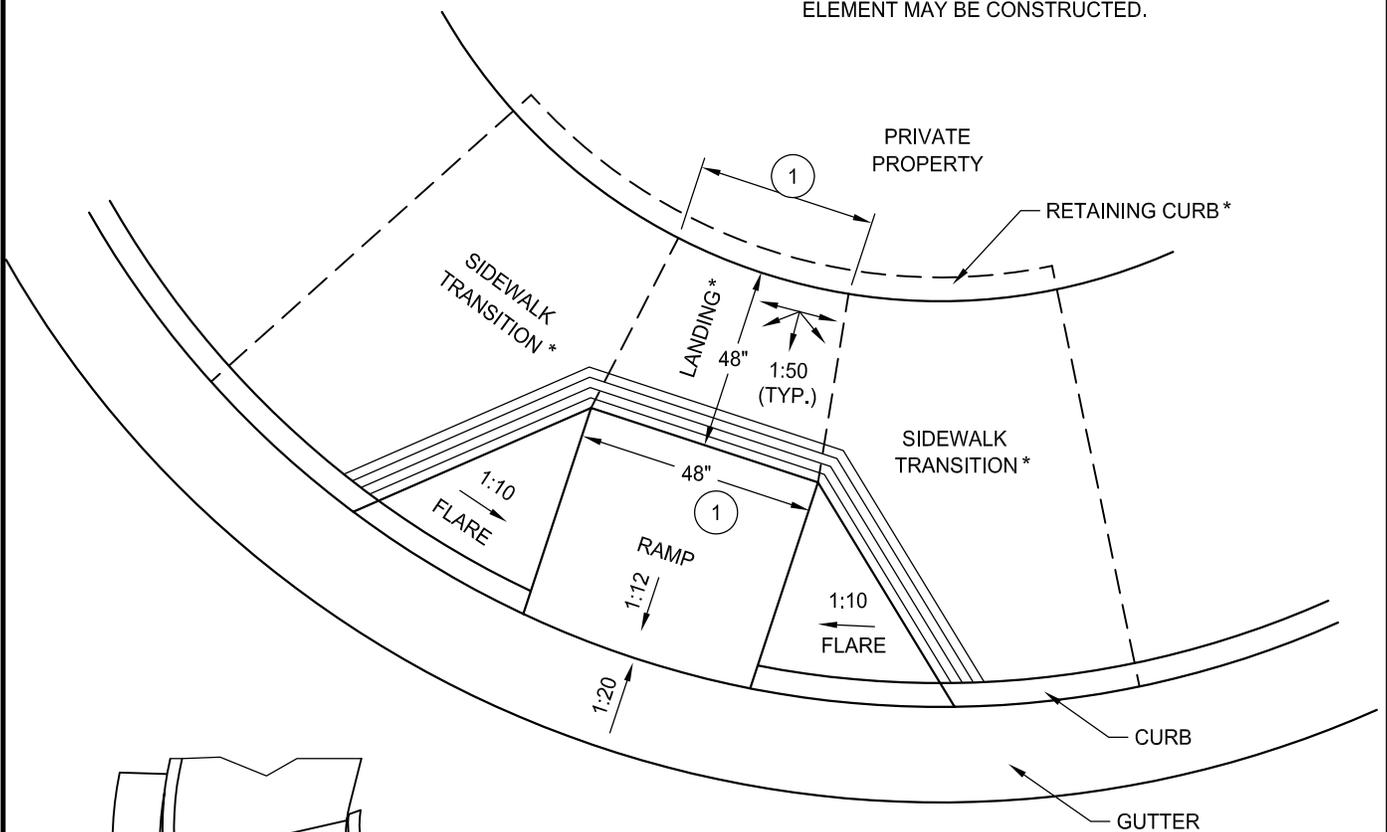
REV.	DATE	DESCRIPTION

NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
 - B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
 - C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
 - D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
 - E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

① THE WIDTH OF RAMP SHALL BE SAME AS LANDING

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



REV.	DATE	DESCRIPTION
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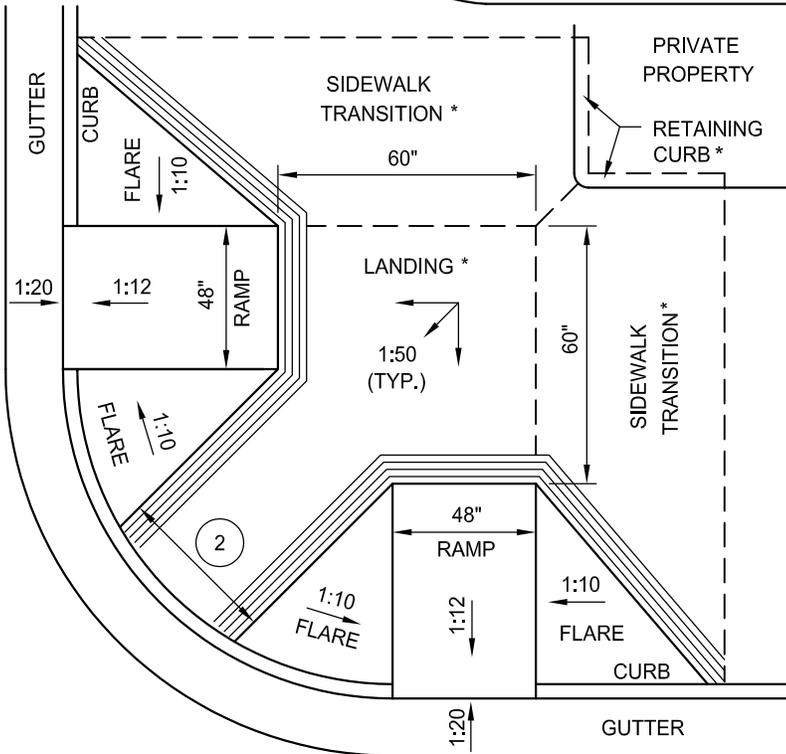
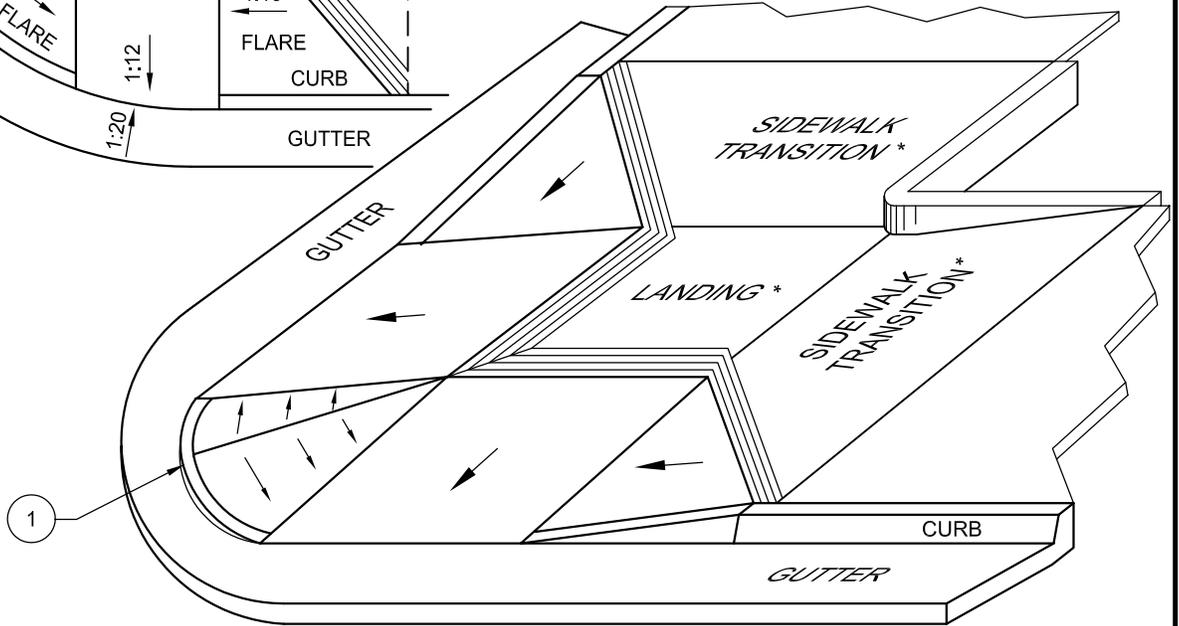
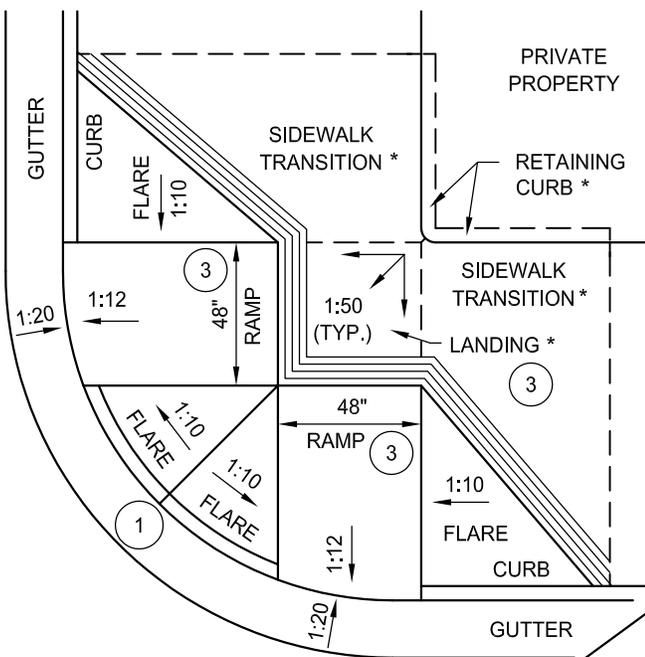
NOTES:

B16151641033

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION. GROOVE PATTERNS OR FLARES CAN INTERSECT.
- 3 IF LANDING CONSTRUCTED, 60" MIN. LANDING DIMENSIONS AND 60" MIN. WIDTH OF RAMP REQUIRED.

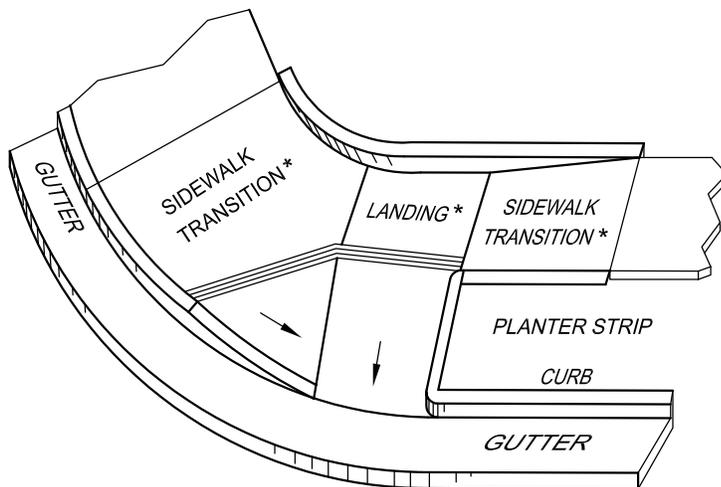
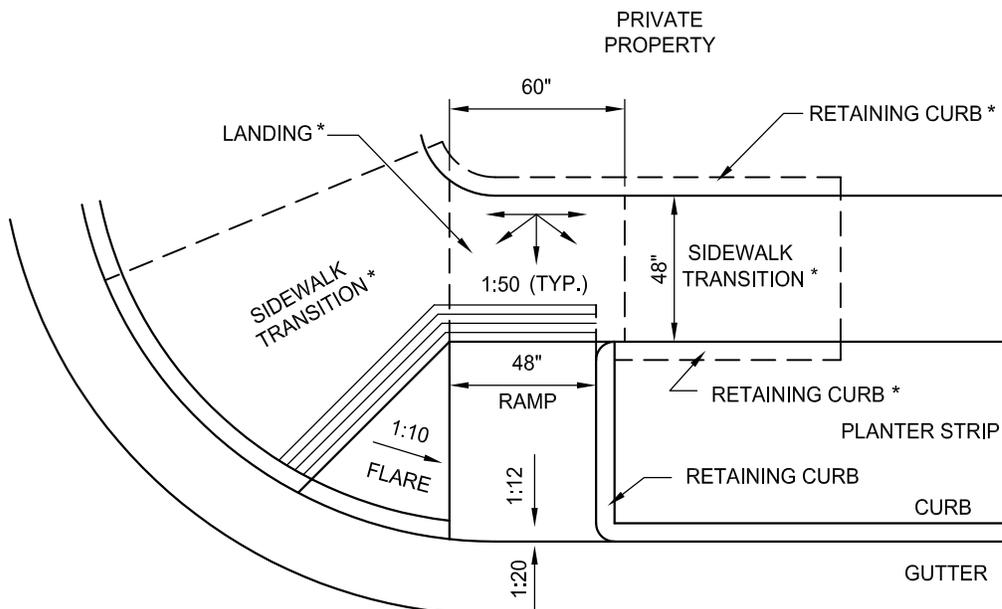
REV.	DATE	DESCRIPTION

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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



REV.	DATE	DESCRIPTION
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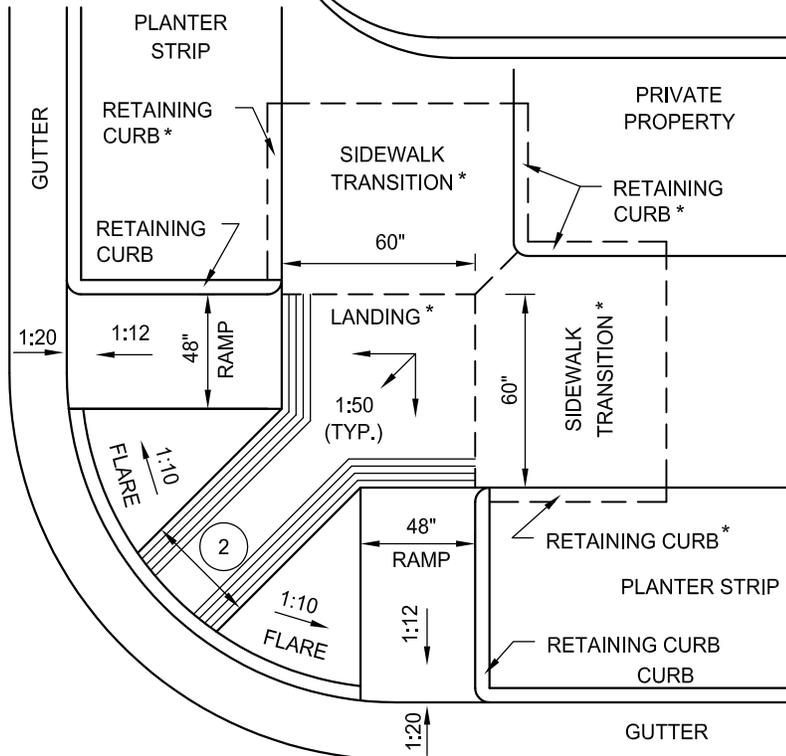
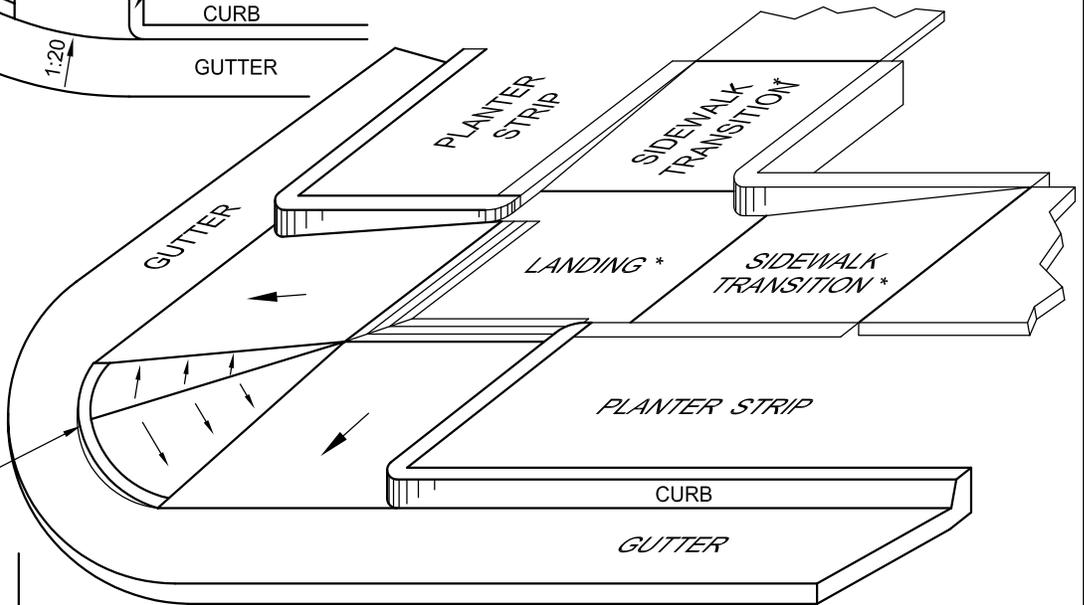
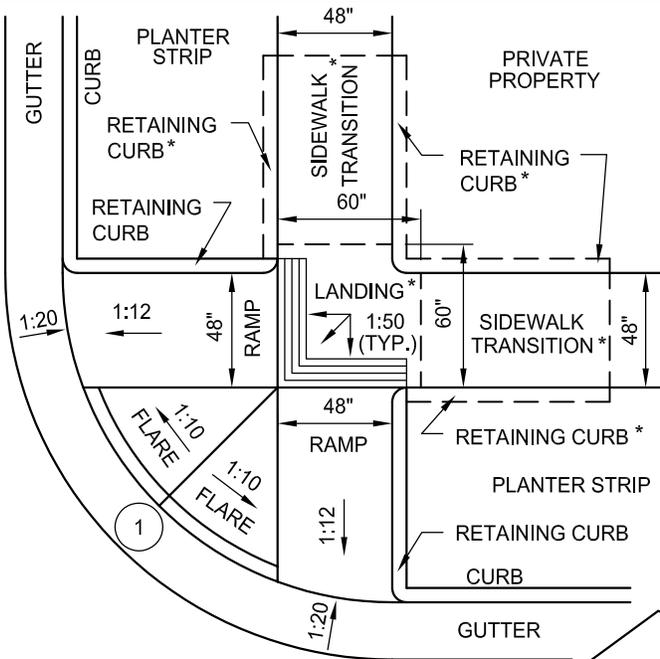
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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION, GROOVE PATTERNS OR FLARES CAN INTERSECT.

REV.	DATE	DESCRIPTION

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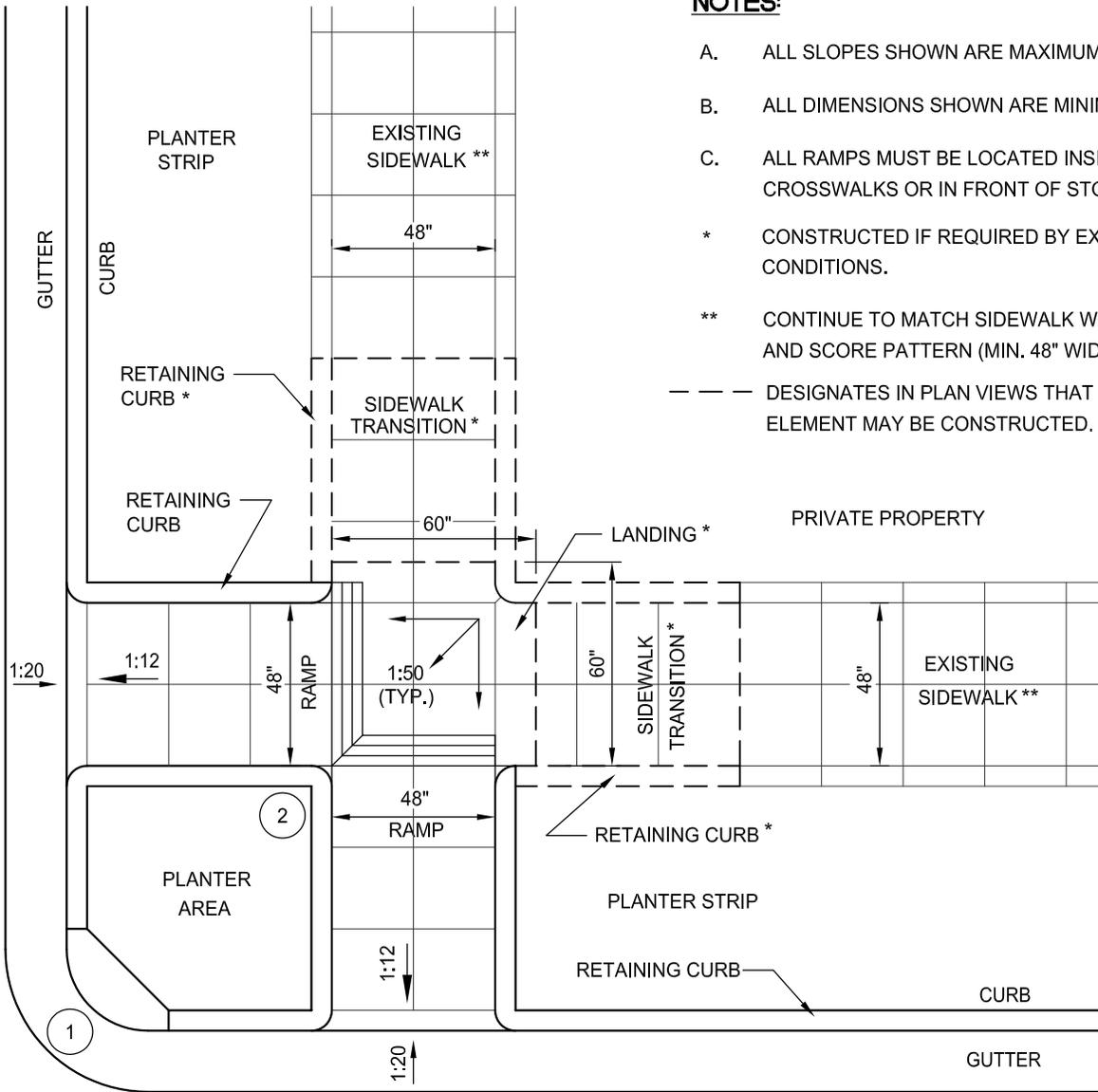
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

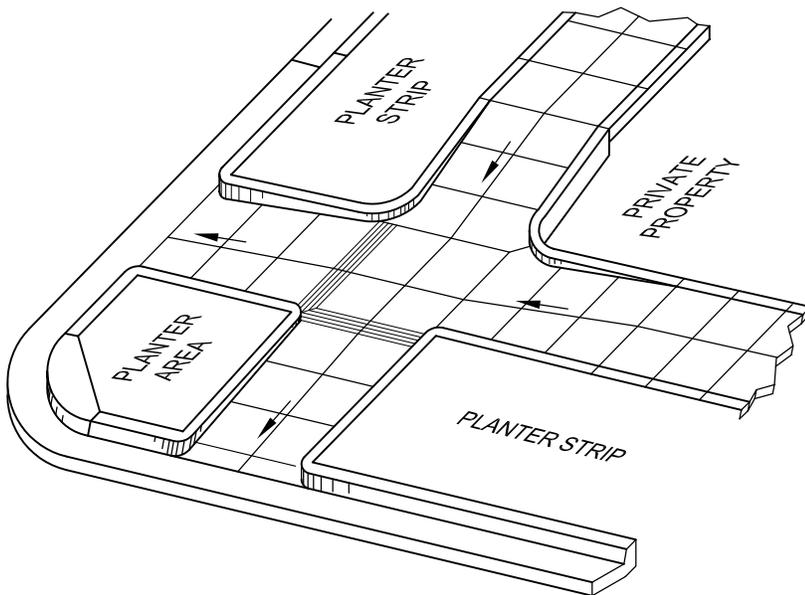
** CONTINUE TO MATCH SIDEWALK WIDTH AND SCORE PATTERN (MIN. 48" WIDE).

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



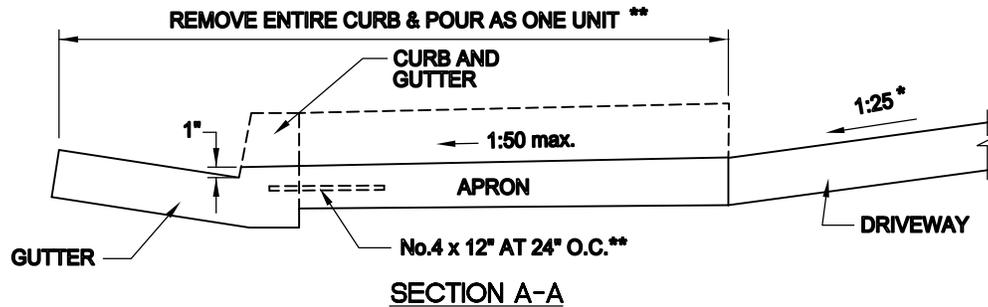
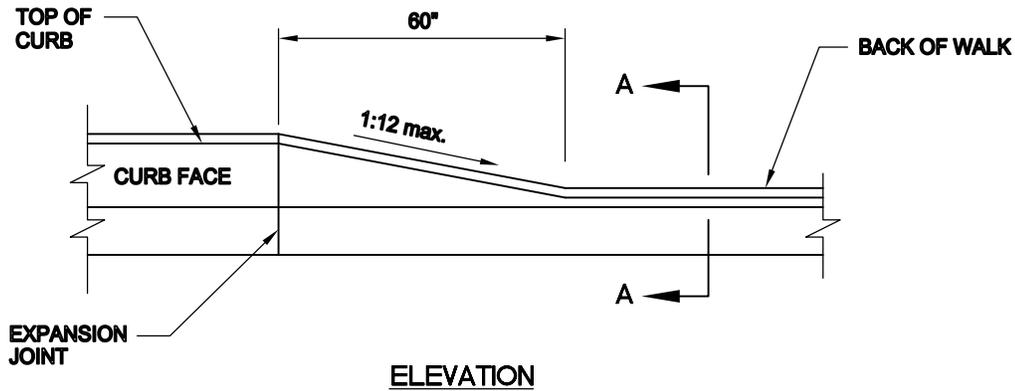
NOTES:

- ① STANDARD CURB HEIGHT TO MATCH EXISTING.
- ② TOP OF RETAINING CURB TO MATCH ADJACENT RETAINING CURB ELEVATIONS. CAN BE FLUSH WITH LANDING.



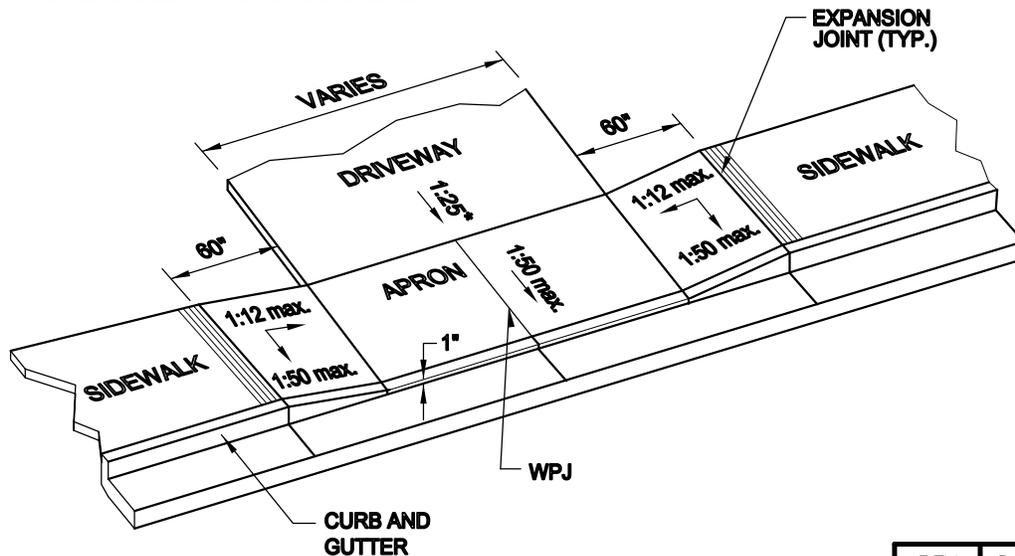
REV.	DATE	DESCRIPTION

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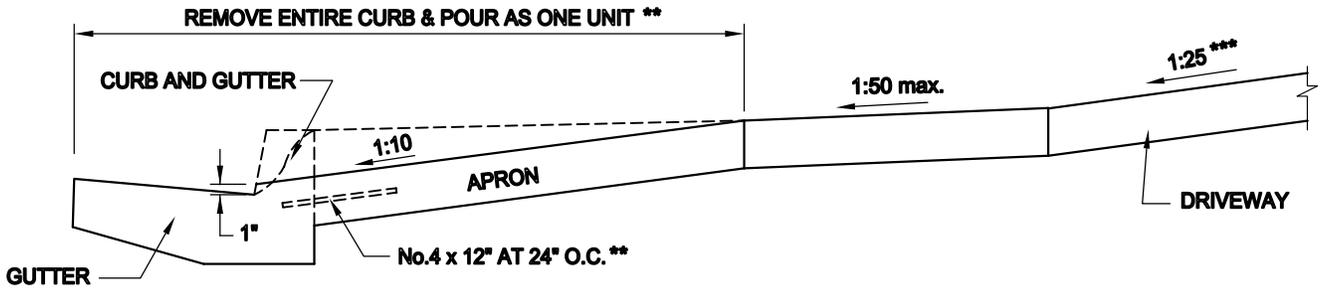
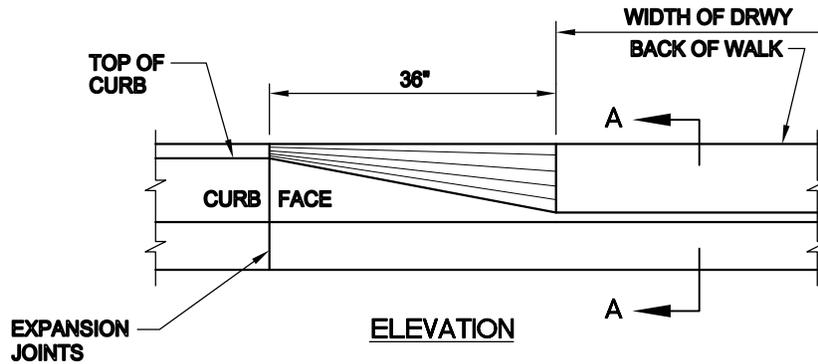
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
 - B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
 - C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
 - D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
 - E. APRON WILL BE DEPRESSED ON CURB AND GUTTER No.13 WHEN RECONSTRUCTING EXISTING COMMERCIAL DRIVEWAYS.
- * ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.
- ** IF CURB & GUTTER ARE POURED SEPERETE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

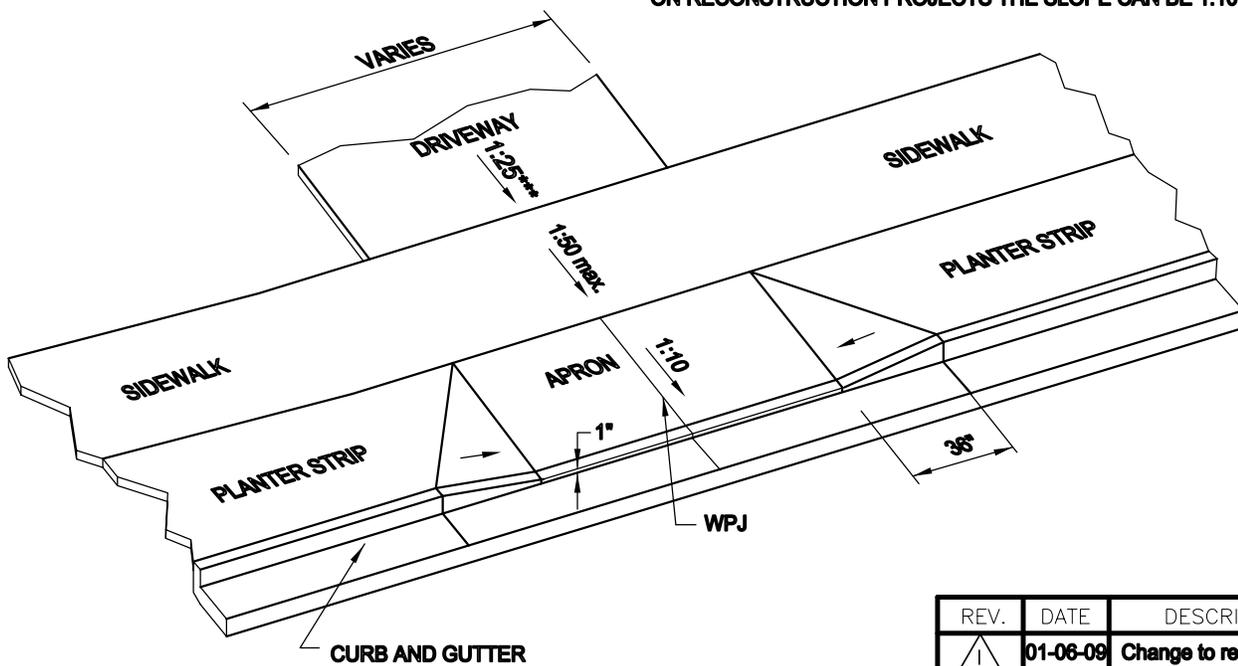
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SECTION A-A WITH VERTICAL CURB

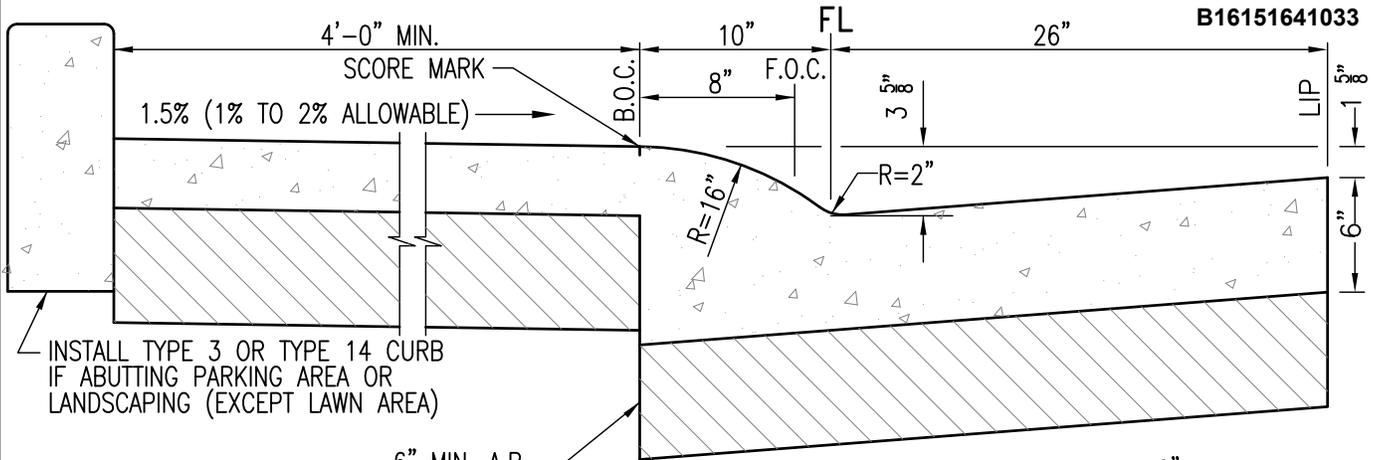
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
- B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
- C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
- D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.
- ** IF CURB AND GUTTER ARE POURED SEPARATE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.
- *** ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

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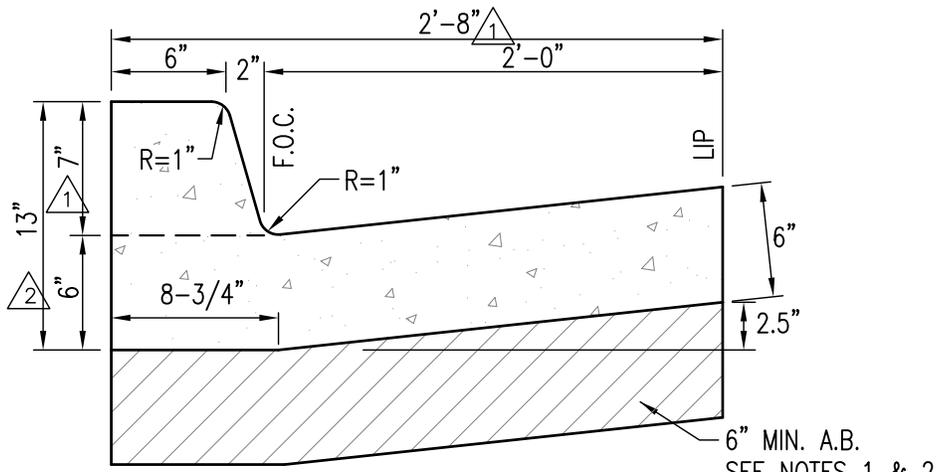


INSTALL TYPE 3 OR TYPE 14 CURB IF ABUTTING PARKING AREA OR LANDSCAPING (EXCEPT LAWN AREA)

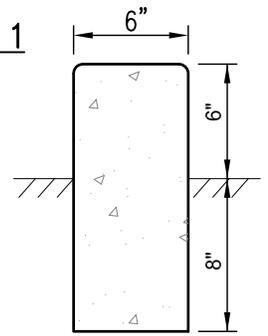
F.O.C. = FACE OF CURB
B.O.C. = BACK OF CURB

6" MIN. A.B.
SEE NOTES 1 & 2

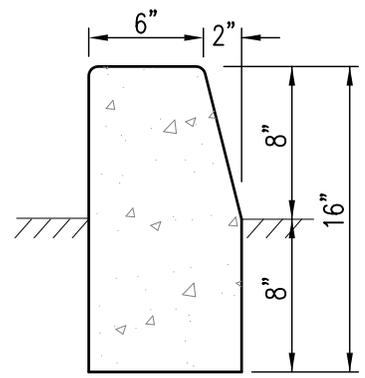
CURB & GUTTER TYPE 1



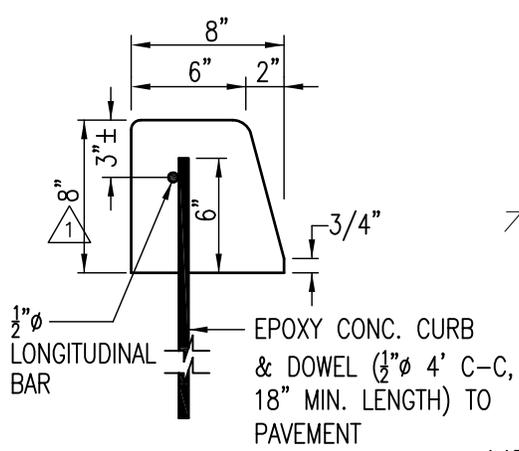
CURB & GUTTER TYPE 2



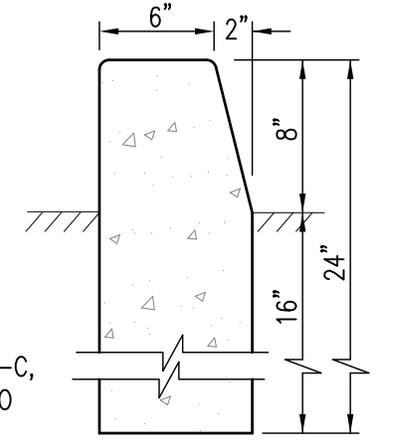
**CURB TYPE 3
BARRIER CURB
PLANTER AREA**



**MEDIAN CURB TYPE 14
NONLANDSCAPED OR
HARDCAPED AREA**



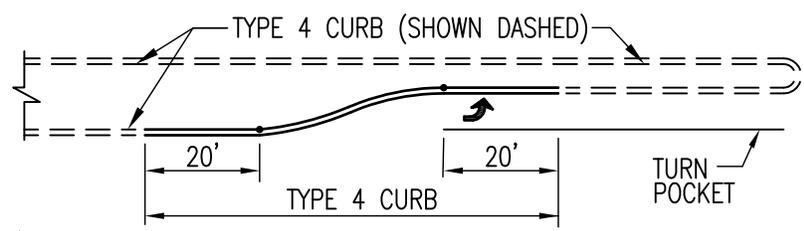
CURB TYPE 4



**MEDIAN CURB TYPE 14A
LANDSCAPED AREA**

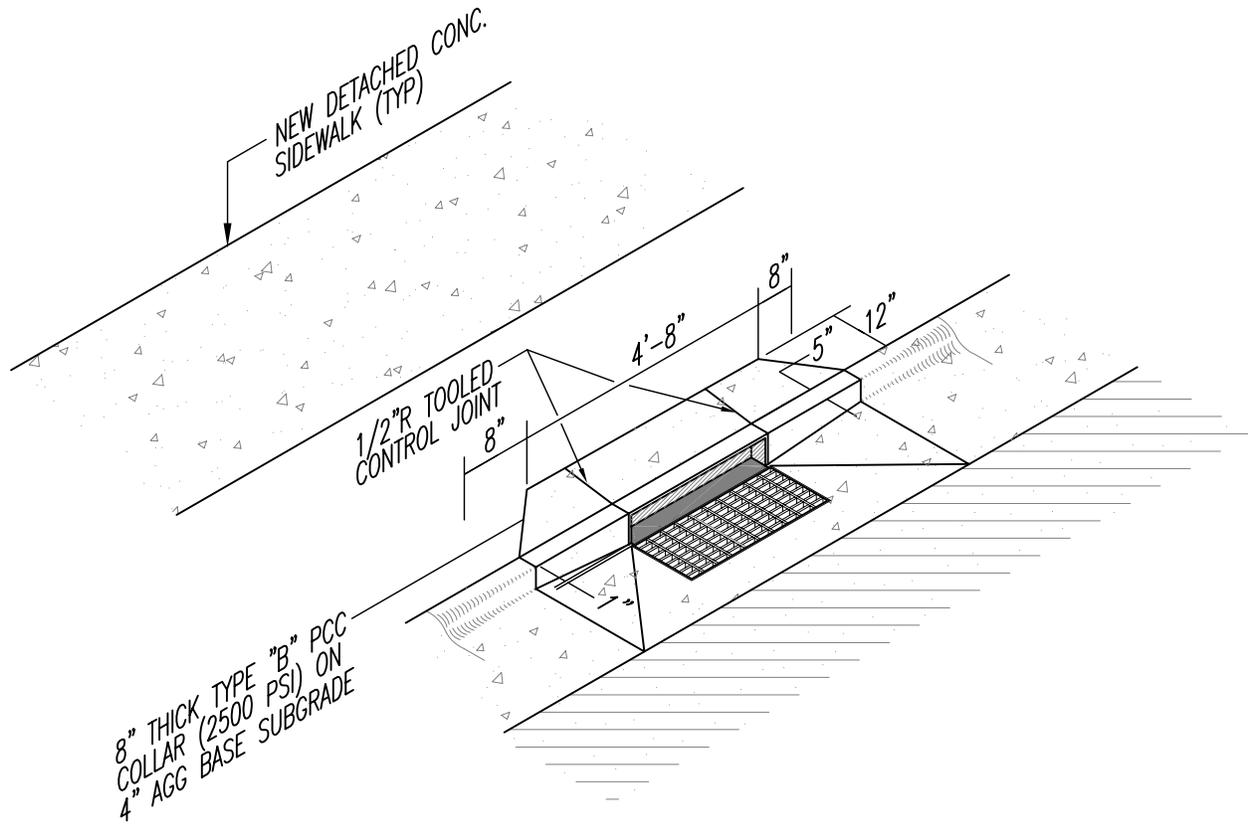
NOTES:

1. 12" MIN. A.B. SHALL BE PLACED IF SUBGRADE IS EXPANSIVE CLAY (R-VALUE LESS THAN 10).
2. TOP 6" OF SUBGRADE SHALL BE COMPACTED TO 95% MIN., UNLESS OTHERWISE APPROVED
3. 1/2" RADIUS ON EXPOSED EDGES.
4. ALL CONCRETE SHALL BE CLASS B.
5. ALL CONSTRUCTION & MATERIALS IN CONFORMANCE WITH SECTION 24 OF STD. SPECIFICATIONS.

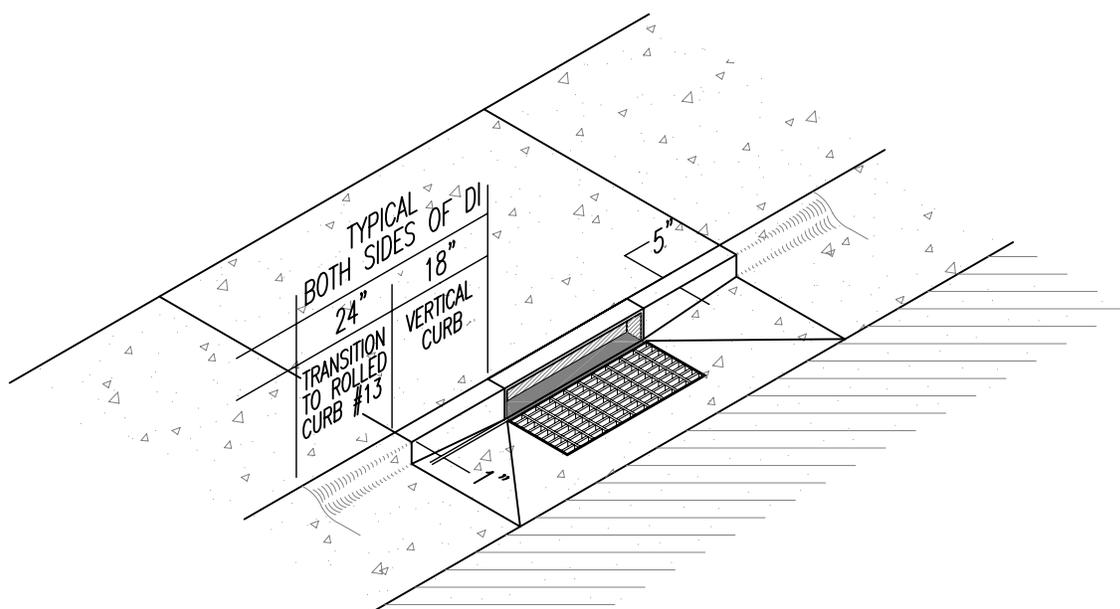


PLAN FOR TYP. PLACEMENT OF TYPE 4 CURB

REV.	DATE	DESCRIPTION
1	08/06/10	Dimensions Changes
2	10/13/11	Dims & Curb Type4 Changes



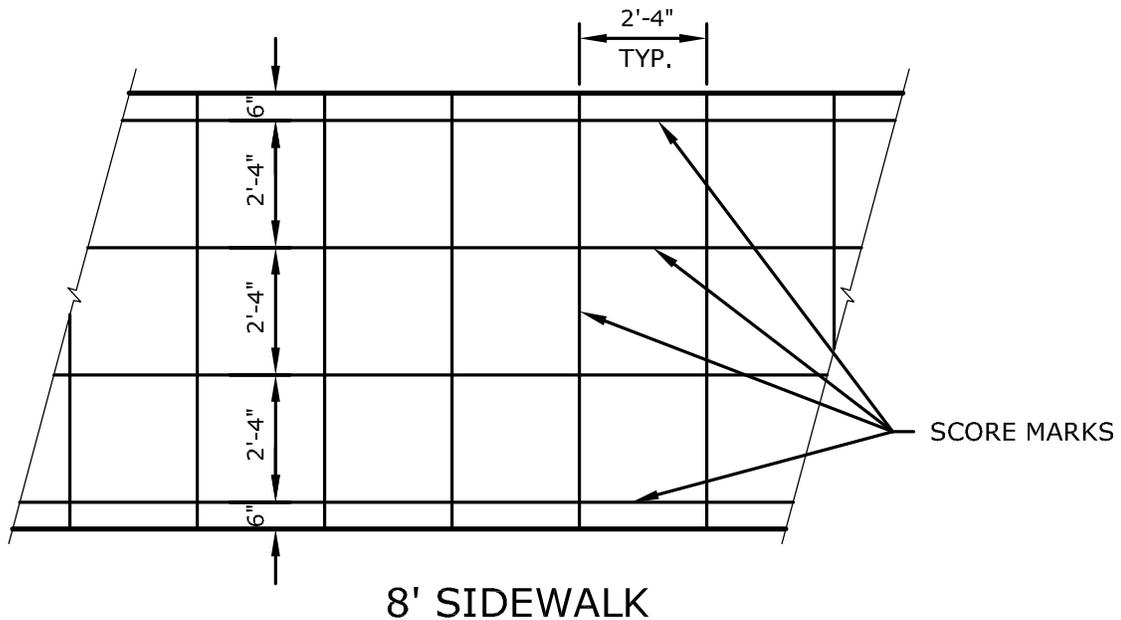
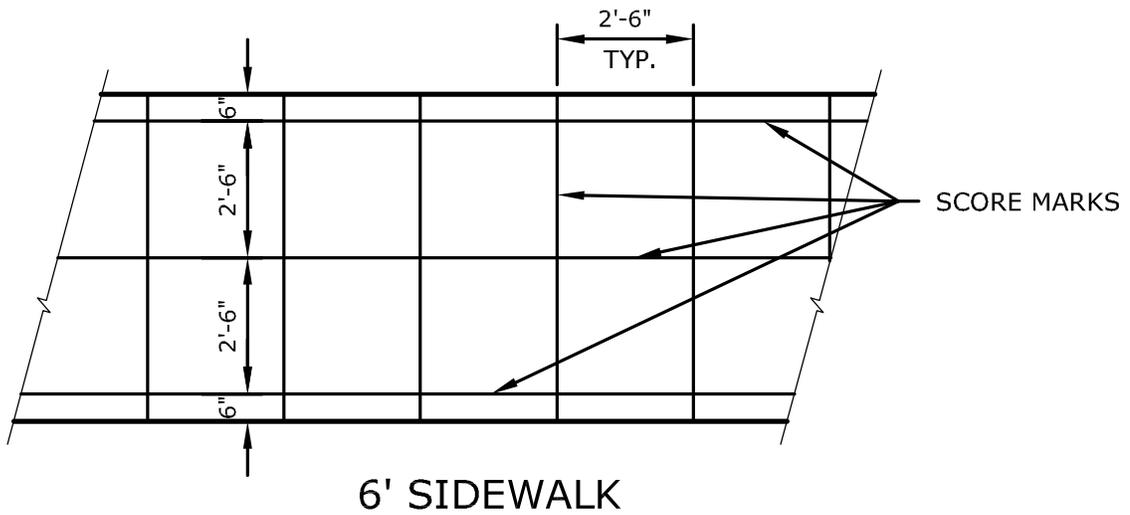
8" THICK TYPE "B" PCC COLLAR (2500 PSI) ON 4" AGG BASE SUBGRADE



NOTE:
1" GAP BETWEEN GRATE FRAME AND HOOD

REV.	DATE	DESCRIPTION
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NOTES

1. Contractor is to request approval of the scoring pattern prior to placement of concrete.
2. Score marks are $\frac{1}{8}$ " - $\frac{1}{4}$ " wide and $\frac{1}{4}$ " deep.
3. Expansion joints required per Standard Specifications.
4. Use color additive as directed by the engineer (approx. 1 lb/cy of lamp black color).

REV.	DATE	DESCRIPTION
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SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related items

A. SCOPE OF WORK, SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT B: HOLIDAY MORATORIUM STREETS

“Holiday Season Moratorium Streets” are defined as follows:

12th Ave., between Martin Luther King, Jr. Blvd and Sutterville Rd.
 21st St., between 4th Ave. and G St.
 24th St., between Knight Wy. and Meadowview Rd. and W St. and 2nd Ave.
 55th St., south of Fruitridge Rd.
 Alta Arden Expressway
 Arden Wy.
 Broadway
 Challenge Wy.
 Del Paso Blvd., south of Marysville Blvd.
 El Camino Ave.
 Ethan Wy.
 Evergreen St.
 Exposition Blvd.
 Fair Oaks Blvd.
 Florin Blvd.
 Folsom Blvd.
 Franklin Blvd.
 Freeport Blvd., within one block of all its side streets, between Broadway and Blair Ave.
 Fruitridge Rd., between Rickey Dr. and 59th St.
 Greenhaven Dr., between Havenhurst Dr. and Windbridge Dr.
 H St.
 Heritage Ln.
 Howe Ave.
 J St.
 La Mancha Wy.
 Mack Rd.
 Marconi Ave.
 Marysville Blvd., between Del Paso Boulevard and Bell Avenue
 Meadowgate Wy., between Munson Wy. and Franklin Blvd.
 Meadowview Rd.
 Munson Wy.
 Natomas Blvd.
 Northgate Blvd.
 Point West Wy.
 Power Inn Rd.
 Response Rd.
 Royal Oaks Dr.
 San Juan Rd.
 Stockton Blvd., and within one block of all its side streets, from Perry Ave. to the south limits of the City

Truxel Rd.
Valley Hi Dr. north of Wyndham
Wy. West El Camino Ave.

The above definition of "Holiday Season Moratorium Streets" may be modified at any time upon written notice to Contractor, as the City Traffic Engineer deems necessary.

In addition to the above-listed streets, no work shall be performed during the holiday season on any street in the area bound by the American River on the north, the Sacramento River on the west, one block south of Broadway on the south, and 34th Street on the east, without obtaining permission in writing from the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted thru the Inspector.

SECTION II – CONTRACT DOCUMENTS**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items****B. LOCAL BUSINESS ENTERPRISE REQUIREMENT**

The City of Sacramento's Local Business Development (LBE) program establishes an annual 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 participation goals established for this project in order to qualify as a responsible bidder.

The minimum LBE participation requirement for this project has been waived by the Director of Public Works.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

C. PUBLIC WORKS CONTRACTOR REGISTRATION AND REPORTING REQUIREMENTS

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 the City).

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 at (916) 808-5567.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

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

Essentials of public works contractor registration program:

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

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

Essentials of Public Works Enforcement Fund:

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

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

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

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

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

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

D. PREVAILING WAGE AND CERTIFIED PAYROLL REPORTING

All bidders shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code will be considered part of the contract agreement.

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>

1. Prevailing Wage Rates

Each Contractor to whom the contract is awarded and any subcontractor must pay the general prevailing wage rates as ascertained from time to time which shall be applicable to this project. Prevailing wages are required for locally funded projects over \$15,000 (for repair, maintenance) and over \$25,000 (for new construction). This is in compliance with SB7, as the City of Sacramento is a Charter City. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Each Contractor and any subcontractor performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at:

<http://www.dir.ca.gov/DLSR/PWD/Determinations/Northern/Northern.pdf>

Each Contractor and any subcontractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work. In those projects where federal funds are involved, as indicated by reference to or the inclusion of the federal Wage Determination in these "Instructions to Bidders," the minimum wages to be paid shall be the highest of either the State or federal prevailing wage rates.

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday recognized by the Labor Unions, the contractor shall reimburse the City of Sacramento the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

2. Payroll Records

In accordance with Section 1776 of the Labor Code, each Contractor to whom the contract is awarded and any subcontractor shall maintain accurate payroll records. Electronic certified payroll records must be submitted to the City on a weekly basis, within ten days after the end of a pay period, through an online system designated by the City. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

E. ASSEMBLY BILL No. 219 PUBLIC WORKS: CONCRETE DELIVERY

In October 2015, California Assembly Bill No. 219 expanded the definition of “public works” to include the hauling and delivery of ready-mix concrete to a public works site, with respect to contracts involving any state agency or any political subdivision of the state.

Please see the attached legislative summary and text of AB 219.



AB-219 Public works: concrete delivery. (2015-2016)

Assembly Bill No. 219

CHAPTER 739

An act to add Section 1720.9 to the Labor Code, relating to public works.

[Approved by Governor October 10, 2015. Filed with Secretary of State October 10, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 219, Daly. Public works: concrete delivery.

Existing law defines "public works," for purposes of requirements regarding the payment of prevailing wages for public works projects, to include, among other things, the hauling of refuse from a public works site to an outside disposal location with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state. Existing law makes a willful violation of law relating to payment of prevailing wages on public works a misdemeanor.

This bill would expand the definition of "public works" for these purposes to include the hauling and delivery of ready-mixed concrete, as defined, to carry out a public works contract, with respect to contracts involving any state agency or any political subdivision of the state. The bill would require the applicable prevailing wage rate to be the rate for the geographic area in which the concrete factory or batching plant is located. The bill would require the entity hauling or delivering ready-mixed concrete to enter into a written subcontract agreement with, and to provide employee payroll and time records to, the party that engaged that entity, as specified. The bill would provide that these provisions apply to public works contracts awarded on or after July 1, 2016. By expanding the definition of a crime, this bill would impose a state-

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1720.9 is added to the Labor Code, to read:

1720.9. (a) For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

(b) For purposes of this section, "ready-mixed concrete" means concrete that is manufactured in a factory or a batching plant, according to a set recipe, and then delivered in a liquefied state by mixer truck for immediate incorporation into a project.

(c) For purposes of this section, the "hauling and delivery of ready-mixed concrete to carry out a public works contract" means the job duties for a ready mixer driver that are used by the director in determining wage rates pursuant to Section 1773, and includes receiving the concrete at the factory or batching plant and the return trip to the factory or batching plant.

(d) For purposes of this section, the applicable prevailing wage rate shall be the current prevailing wage, as determined by the director, for the geographic area in which the factory or batching plant is located.

(e) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall enter into a written subcontract agreement with the party that engaged the entity to supply the ready-mixed concrete. The written agreement shall require compliance with the requirements of this chapter. The entity hauling or delivering ready-mixed concrete shall be considered a subcontractor solely for the purposes of this chapter.

(f) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the entity and to the general contractor

within three working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties in subdivision (c).

(g) This section applies to public works contracts that are awarded on or after July 1, 2016.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

F. APPRENTICE REQUIREMENTS

In accordance with Sacramento City code 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. Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices on the ground of age, ancestry, color, disability, genetic information, gender (including gender identity and gender expression), marital status, medical condition, national origin, race, religion, sex, or sexual orientation. The prime contractor shall be responsible for complying with these provisions for all apprenticeable occupations.

“In the event that a contractor or subcontractor who chooses to employ apprentices fails to comply with the provisions of this section, the city may report the contractor or subcontractor to the director of industrial relations and the California Apprenticeship Council for action as necessary under Section 1777.7 of the California Labor Code.”

Please see the California Labor Code relating to Apprentices on Public Works Projects at the following links: <http://www.leginfo.ca.gov> and/or www.leginfo.ca.gov.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

**G. REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE
(EQUAL BENEFITS ORDINANCE)**

City of Sacramento

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, 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, 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 “A.”

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

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (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
Procurement Services Division
915 I Street, Second 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 CODE

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
Procurement Services Division
915 I Street, Second 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.

**Maintenance and Repair of Curbs,
Gutters, Sidewalks and Related Items
Bid # B16151641033**

Addendum No. 1

- Item #1 The bid due date has not changed.
- Item #2 **The Pricing Schedule has been updated**. All unit prices offered must be submitted on the updated Pricing Schedule marked "Addendum 1."
Failure to submit prices on the updated schedule will result in the rejection of the bid, as "Non-Responsive."

Receipt and acknowledgement of Addendum No. 1 to B16151641033:

Contractor's Name: UFB Engineering

Signature: 

Typed or Printed Name & Title: Nick Bozza, Owner

Date: 3/30/16

ADDENDUM 1

III. BID PROPOSAL DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
B16151641033**

B. PRICING SCHEDULE

**TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:**

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for the **Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items** in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
1	<u>CURB AND GUTTER REMOVAL AND REPLACEMENT</u>			
	171A	21" Vertical Curb & Gutter	LF	\$ 50.77
	171B	21" Rolled Curb & Gutter	LF	\$ 42.09
	171C	3' Vertical Curb & Gutter	LF	\$ 49.67
	171D	3' Rolled Curb & Gutter	LF	\$ 42.01
	171E	5' Vertical Curb & Gutter (Match Existing)	LF	\$ 55.51
	171F	5' Rolled Curb Gutter	LF	\$ 55.27
	171G	Gutter Overlay (3" Thick) – no removal	LF	\$ 11.60
	171H	Curb Only (Curb Type 14A, see detail on page 33)	LF	\$ 36.89
	171I	Curb Only (Curb Type 14, see detail on page 33)	LF	\$ 25.70
SUBTOTAL FOR LINE ITEM 1 – CURB AND GUTTER REMOVAL AND REPLACEMENT				\$ 359.51

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
2	<u>CURB AND GUTTER REMOVAL</u>			
	172A	AC Pavement Removal	Sq Ft	\$ 6.09
SUBTOTAL FOR LINE ITEM 2 – CURB AND GUTTER REMOVAL				\$ 6.09

Addendum 1
Pricing Schedule
(Page 1 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
3	<u>REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS</u>			
	173A4	0 square feet to 100 square feet – 4"	Sq Ft	\$ 11.96
	173A6	0 square feet to 100 square feet – 6"	Sq Ft	\$ 12.61
	173B4	101 square feet to 300 square feet – 4"	Sq Ft	\$ 12.79
	173B6	101 square feet to 300 square feet – 6"	Sq Ft	\$ 10.90
	173C4	301 square feet to 500 square feet – 4"	Sq Ft	\$ 9.32
	173C6	301 square feet to 500 square feet – 6"	Sq Ft	\$ 10.12
	173D4	501 square feet and over – 4"	Sq Ft	\$ 8.67
	173D6	501 square feet and over – 6"	Sq Ft	\$ 9.61
	173E	Removal of Sidewalk, Plus Fill – (if a portion of the sidewalk or park strip is to be removed and not replaced, this amount will be deducted if the property owner or City performs the work)	Sq Ft (per 4" depth)	\$ 3.60
	173F	Aggregate Base – (max 4" lifts) (as per Section 10.7, City of Sacramento Standard Spec for class 2 aggregate base)	Sq Ft	2.33
	173G	Additional Score Lines to Match Adjacent Sidewalk (including Historical Sidewalk Scoring Pattern, see detail on page 36)	Sq Ft	1.51
SUBTOTAL FOR LINE ITEM 3				\$ 93.42
- REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS				

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
4	<u>DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT</u>			
	174A	4" Thick Driveway, Remove and Replace, 100 square feet or less	Sq Ft	\$ 13.39
	174B	4" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 12.34
	174C	6" Thick Driveway, Remove and Replace, less than 100 square feet	Sq Ft	\$ 14.59
	174D	6" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 13.60
SUBTOTAL FOR LINE ITEM 4				\$ 53.92
- DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT				

Addendum 1
Pricing Schedule
(Page 2 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
5	<u>TREE ROOT REMOVAL</u>			
	175A	Tree Root Removal	Sq Ft of Surface	\$ 6.49
SUBTOTAL FOR LINE ITEM 5 - TREE ROOT REMOVAL				\$ 6.49

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
6	<u>MISCELLANEOUS SERVICES</u>			
	176A	V-Gutter Removal and Replacement	LF	\$ 26.47
	176B	Gutter Drain, Setting Drain, Type 20's	EA	\$ 48.53
	176C	Set Hood and Grate for A&B Boxes, Including Dig Out and Mortar Finish Inside of the Installed Box	EA	\$ 56.16
	176D	Bus Stops, 3' Rolled, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 55.35
	176E	Bus Stops, 3' Vertical, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 60.12
	176F	Bus Stops, 5' Rolled, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 66.18
	176F1	Bus Stops, 5' Vertical, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 71.11
	176G	Curb Ramps (Remove and replace; City will provide the truncated dome tile)	Sq Ft	\$ 16.16
	176H	Curb Ramps, Historical (Remove and replace)	Sq Ft	24.36
	176H1	Install Truncated Domes. (Remove and replace cast-in-place truncated domes; City will provide the truncated dome tile)	EA	60.77
	176I	Concrete Saw Cutting (shall be done with a power driven abrasive type saw, minimum depth 3-1/2")	LF	6.71
	176J	Replace Backfill Area with Sod - as requested. (total to include cost of sod, labor to install and pick-up of materials)	Sq Ft	4.58
SUBTOTAL FOR LINE ITEM 6 - MISCELLANEOUS SERVICES				\$ 496.50

BID TOTAL (Sum of Subtotals 1, 2, 3, 4, 5, and 6, above)	\$ 1,015.93
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Company Name: NFB Engineering

Addendum 1
Pricing Schedule
(Page 3 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

Pricing Schedule Notes:

1. In determining the amount bid by each bidder, the 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 face of 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.
2. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity of work to be performed for said item, the item 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 bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the City's estimate of the estimated quantities of work to be performed as items of work.
3. 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 deemed *Non-Responsive* and disregarded.
4. The Contractor submitting this Bid Proposal has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the Contractors in making up this Bid Proposal.

BID SIGNATURE PAGE

Bid No. B16151641033

For: MAINTENANCE AND REPAIR OF CURBS, GUTTERS, SIDEWALKS, AND RELATED ITEMS

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ 120.00 (not less than ten (10) percent of amount bid)

- Certified Check
- Money Order
- Cashier's Check
- Bid Bond

FOR CITY USE ONLY

TYPE OF DEPOSIT:

Bid Bond

Cashier/Certified Check

Other: _____

Reviewer's Initials:

Addendum No. 1 3/18/16
Addendum No. 2 _____
Addendum No. 3 _____
Addendum No. 4 _____

CONTRACTOR:

UFB Engineering

By: *mi Bozza*

(Signature)
Title: Uncle Bozza, Owner

Address: 1978 Pacific Avenue
(No P.O. Box - Physical Address ONLY)

Rio Oso Ca 95674
(City) (State) (ZIP Code)

Telephone No.: 916-416-0883

Fax No.: _____

Federal Tax ID # or Social Security #:
Under penalty of perjury, I certify that the Federal Taxpayer
Identification Number and all other information provided here
are correct.
47-5051127

eMail: UFBozza@hotmail.com

Contractor's License No.: 1003844, Classification: A + C8, expiring on
(date) 3/31/17

Contractor's DIR Public Works Contractor Registration Number 1000022595

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

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:

N/A

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: UFB Engineering

BY: mi [Signature] Nick Bozza, Owner Date: 3/30/16

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

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

G. 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:**
1003844 - A + C8 - ^{REG} Exp. 5/31/17
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
 Yes No
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No

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

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

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

Yes No Not applicable

OR

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

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

Yes No Not applicable

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

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

Yes No

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

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

Yes No

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

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

Yes

No

OR

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

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

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)

EH = total hours worked by all employees during the calendar year

200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes

No

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

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

Yes

No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

VERIFICATION AND SIGNATURE

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

Signed at Rio Oso, California, on 3/30/16.
(Location) (Date)

Signature: *mi Bozza*

Print name: Nick Bozza

Title: Owner

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.

**EQUAL BENEFITS ORDINANCE
DECLARATION OF COMPLIANCE**

UFB Engineering
Name of Contractor

1978 Pacific Avenue - Rio Oso, Ca 95674
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") 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 of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000 in total value.
4. 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.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)

5. 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.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)

- 6. I understand that failure to comply with the provisions of Section 5. (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.
- 7. 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.
- 8. 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 EBO 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.
- 9. 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 City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



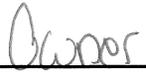
Signature of Authorized Representative

3/30/16

Date

Nick Bozza

Print Name



Title

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items

H. 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.

NFB Engineering
Bidder

BY: M. M.

Title: Nick Pozza (Owner), an individual dba NFB Engineering

Address: 1978 Pacific Avenue

Redwood City Ca 94064

Date: 3/30/16

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)

Fiscal Year 2017 - Price Sheet
Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

CODE	DESCRIPTION OF WORK	UNIT	PRICE	DIMENSIONS	QTY	CODE
1. CURB AND GUTTER REMOVAL AND REPLACEMENT						
1A	21" Vertical Curb & Gutter	LF	\$63.42		=	171A
1B	21" Rolled Curb & Gutter	LF	\$56.02		=	171B
1C	3' Vertical Curb & Gutter	LF	\$62.96		=	171C
1D	3' Rolled Curb & Gutter	LF	\$58.84		=	171D
1E	5' Vertical Curb & Gutter (Match Existing)	LF	\$76.59		=	171E
1F	5' Rolled Curb Gutter	LF	\$78.08		=	171F
1G	Gutter Overlay (3" Thick) -- no removal	LF	\$14.78		=	171G
1H	Curb Only (Curb Type 14A)	LF	\$34.38		=	171H
1I	Curb Only (Curb Type 14)	LF	\$32.89		=	171I
2. CURB & GUTTER REMOVAL						
2A	AC Pavement Removal	LF	\$10.80		=	172A
3. REMOVE AND REPLACE SIDEWALK, ALLEY AND DRIVEWAY CUTS						
3A4	0 square feet to 100 square feet -- 4"	SQFT	\$19.38	X	=	173A4
3A6	0 square feet to 100 square feet -- 6"	SQFT	\$20.20	X	=	173A6
3B4	101 square feet to 300 square feet -- 4"	SQFT	\$16.92	X	=	173B4
3B6	101 square feet to 300 square feet -- 6"	SQFT	\$16.35	X	=	173B6
3C4	301 square feet to 500 square feet -- 4"	SQFT	\$14.60	X	=	173C4
3C6	301 square feet to 500 square feet -- 6"	SQFT	\$15.39	X	=	173C6
3D4	501 square feet and over -- 4"	SQFT	\$12.95	X	=	173D4
3D6	501 square feet and over -- 6"	SQFT	\$14.50	X	=	173D6
3E	Removal of Sidewalk, Plus Fill	SQFT	\$7.20	X	=	173E
3F	Aggregate Base (max 4" lifts)	SQFT	\$4.52	X	=	173F
3G	Additional Score Lines to Match Adj. SW	SQFT	\$1.74	X	=	173G
4. DRIVEWAY APPROACHES REMOVE AND REPLACE						
4A	4" Thick remove & replace <100sqft	SQFT	\$19.27	X	=	174A
4B	4" Thick remove & replace >100sqft	SQFT	\$17.17	X	=	174B
4C	6" Thick remove & replace <100sqft	SQFT	\$20.62	X	=	174C
4D	6" Thick remove & replace >100sqft	SQFT	\$18.00	X	=	174D
5. TREE ROOT REMOVAL						
5A	Tree Root Removal	SQFT	\$8.85	X	=	175A
6. MISCELLANEOUS SERVICES						
6A	V-Gutter Removal and Replacement	SQFT	\$45.94	X	=	176A
6B	Gutter Drain, Setting Drain, Type 20's	SQFT	\$159.03	X	=	1 6B
6C	Set Hood and Grate for A&B Boxes	EA	\$304.53		=	176C
6D	Bus Stops, 3' Rolled, 10" thick	EA	\$73.43		=	176D
6E	Bus Stops, 3' Vertical, 10" thick	LF	\$79.04		=	176E
6F	Bus Stops, 5' Rolled, 10" thick	LF	\$94.87		=	176F
6F1	Bus Stops, 5' Vertical, 10" thick	LF	\$97.84		=	176F1
6G	Curb Ramps	SQFT	\$26.64	X	=	176G
6H	Curb Ramps, Historical (R&R)	SQFT	\$31.31	X	=	176H
6H1	Install Truncated Domes	EA	\$154.77		=	176H1
6I	Concrete Saw Cutting	LF	\$7.60		=	176I
6J	Replace Backfill Area with Sod	SQFT	\$6.31	X	=	176J
7. OTHER CUSTOM WORK						
7A	Custom Work	EA			=	177A

CPI: (N/A)

A* Arborist fee is \$110.00 for two hours.

AGREEMENT

(Maintenance Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and TJR Resources, Inc., 11257 Coloma Road, Suite B7, Rancho Cordova CA 95670 ("Contractor").

The City and Contractor 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 AND TERM OF CONTRACT

- A. 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:

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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

- B. A general scope of work is contained in the Technical Specifications and may be further defined in a job/task order. Work shall be assigned to Contractor by City on an individual job or task basis, by City's issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Contract, and the Contractor shall perform, comply with and be subject to all provisions of this Contract with regard to any work performed pursuant to any such job/task orders. The job/task orders may involve varying levels of effort during the term of the Contract. The need for services may not be continuous during the term. It is understood and agreed by Contractor that no services at all may be required by City under this Contract. The City will contact Contractor regarding a specific job/task. Contractor shall not commence work prior to receiving a notice to proceed from the City.
- C. The initial term of this Contract is one (1) year from the date of City award. The City may extend the Contract term in writing for additional successive one (1) year periods, provided that the total Contract term including any such extensions shall not exceed five (5) years.

5. CONTRACT AMOUNT AND PAYMENTS

- A. Pursuant to Sacramento City Code Section 3.60.180, the Contractor is required and agrees to pay the State of California, Department of Industrial Relations prevailing wage rates for covered trades employed. The prevailing wage rates may be found at <http://www.dir.ca.gov/dlsr/pwd/>. For job/task orders of \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code. Contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Contractor is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. Payment for each job or task shall be authorized by job/task order as provided in Section 4, above, and City shall have no responsibility or liability for any payment not authorized by a City-issued job/task order. All payments shall be made 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.
- C. Unit prices and hourly rates shall not exceed the amount(s) set forth in Contractor's Proposal Form, provided that for each year the Contract term is extended, to account for inflation, the unit prices and hourly rates set forth in Contractor's Proposal Form shall be increased by an amount equal to three (3) percent or the percentage increase for the previous 12 month period in the Consumer Price Index (CPI), San Francisco area, whichever is less.
- D. Subject to deductions, withholdings and additions as specified in the Contract Documents, Contractor shall be paid the sum computed at such unit prices or hourly rates, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual hours worked or actual amount of each such unit price item performed and/ or furnished and incorporated in the Work.
- E. **Maximum Annual Payment:** The total amount paid for all Work authorized by job/task orders during any one year term of the Contract shall not exceed \$ N/A .

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 (in the format required by City) 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 by City of the Work specified in the job/task order. Acceptance by Contractor of the final payment for a job/task order 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 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. Statements may be personally delivered or mailed to:

**City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Bldg. 9
Sacramento CA 95822**

ATTN: Erick Talavera

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 for a job or task as directed in the City-issued job/task order and shall diligently prosecute the Work to final completion. The continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

If so specified in a City-issued job/task order, the Work required by the job/task order shall be brought to completion in the manner provided for in the Contract Documents on or before the date specified in the job/task order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete such 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 any 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, 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 acceptance of the Work, 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 City acceptance of the Work performed for the applicable job/task order. 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 City acceptance of the Work performed for the applicable job/task order.

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 Work specified in a job/task order were not completed by the Completion Date specified therein 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 specified in a job/task order by the Completion Date specified therein, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete such Work within such time.

- B. If a job/task order specifies a Completion Date for the Work required by the job/task order, Contractor shall pay liquidated damages to City for failure to complete such Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of N/A for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such 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.

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

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.
- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of 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 therefore 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; sit-downs; 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 specified in a job/task order (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, if the applicable job/task order specifies a Completion Date, 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 issuance by City of a revised job/task order granting such extension of the Completion Date. 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 as provided herein.

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 by a job/task order are not completed as of the Completion Date specified in the job/task order, if any (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. 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

- A. 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):
- (1) For Work executed pursuant to approved job/task order(s) 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;
 - (2) For reasonable expenses directly attributable to termination.
- B. 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 Surety(ies) 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, either 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. 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: 5/9/2016

BY [Signature]

TOMAS E MURPHY
Print Name
PRESIDENT / Treasurer / Secretary
Title

BY _____

Print Name

Title
46-2041689
Federal ID#
3559463
State ID#
1024663

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 (Two Signatures Required)
- Limited Liability Company
- Other (**please specify:** _____)

CITY OF SACRAMENTO
A municipal corporation

DATE: _____

BY _____

Jerry Way

Print Name
Director of Public Works

Title

For John F. Shirey, City Manager

Original Approved As To Form:



City Attorney

Attest:

City Clerk

**Invitation for Sealed Bids
and Contract Specifications**

for

**MAINTENANCE AND REPAIR OF CURBS,
GUTTERS, SIDEWALKS, AND RELATED ITEMS
BID # B16151641033**

Project Description:

Work-order/task-based maintenance and repair of curbs, gutters, and sidewalks and installation of curb ramps, citywide. There will be multiple contract awards.

Pre-Bid Conference:

1:30 p.m.
Wednesday, March 16, 2016

at:
South Area Corporation Yard
5730 24th Street, Building 9
Sacramento CA 95822

Bids to be received before:

2:00 p.m.
Wednesday, March 30, 2016

at:
Office of the City Clerk
New City Hall, 5th Floor
915 I Street
Sacramento CA 95814

Project Manager:

Erick Talavera
Operations General Supervisor
(916) 808-2272
etalavera@cityofsacramento.org

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
(B16151641033)**

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NOTICE TO CONTRACTORS

Sealed Bid Proposals will be received by the City of Sacramento Office of the City Clerk at the New City Hall, 915 I Street, 5th Floor, up to the hour of 2:00 p.m. on **March 30, 2016** and will be opened as soon thereafter as business allows, on **March 30, 2016**, in the Hearing Room, 2nd Floor, Historic City Hall for:

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed Proposals shall be submitted on the printed forms contained in the Invitation for Bid and enclosed in an envelope marked:

Sealed Bid Proposal for: Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items (Bid No. B16151641033)

Official electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page:

PLANET BIDS

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

Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.

Bid information obtained from third party sources will not be considered official and not fulfill a bidder's responsibility for obtaining all official bid information as posted on our official site at the link above.

All bidders are invited to attend an optional Pre-Bid Conference at the South Area Corporation Yard, 5730 24th Street, Bldg. 9, Sacramento CA 95822, on Wednesday March 16, 2016, at 1:30 p.m.

Questions regarding this bid should be referred to the Project Manager. All inquiries should be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding..

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

Contractors and subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less.

The City of Sacramento has an approved Labor Compliance Program. The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007. Each contractor and every lower-tier subcontractor must submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Bid protests must be filed 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 to be considered valid in accordance with City of Sacramento Resolution No. 2003-231, dated April 29, 2003. As used herein, 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, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of 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, New City Hall; Sacramento, CA 95814.

City of Sacramento
FORMAL BID / PROPOSAL DELIVERY OPTIONS

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS): - Regular First Class - Certified or Return Receipt - Priority - Express	Office of the City Clerk P.O. Box 122391 Sacramento, CA 95812-2391
2.	Expedited Services: - FedEx - UPS - DHL	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814
3.	Personal Delivery: - Hand Delivery - Courier	Office of the City Clerk 915 I Street, New City Hall 5th Floor Public Counter Sacramento, CA 95814

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

1. Terms and Definitions

Wherever in the Scope of Work, Technical Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

ADA –	Americans with Disabilities Act of 1990
City –	City of Sacramento
MUTCD –	2014 California Manual on Uniform Traffic Control Devices, and any amendments and revision thereto
Director –	Director of Public Works, City of Sacramento
Standard Specifications –	City of Sacramento Standard Specifications for Public Construction, August 14, 2007, and Addendums (or any updated City Standard Specifications when adopted). http://www.cityofsacramento.org/Utilities/Resources/Specs-and-Drawings
Department –	Department of Public Works, City of Sacramento
Inspector –	The Maintenance Services Division has designated Construction Inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Projects Construction Inspector.
Project Manager –	The Operations General Supervisor assigned to oversee Concrete Maintenance for the City of Sacramento
Working Day –	Defined as any eight (8) hour day, except as follows: Saturdays, Sundays, City-observed holidays, and other days the City is closed, as shown on the City of Sacramento Working Calendar, days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Inspector from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

2. Scope

This Contract is for concrete work primarily limited to curbs, gutters, sidewalks, and related items located throughout the City of Sacramento. The individual jobs typically range in size from 6 square feet to 600 square feet. The City will make repayment for this work.

The Contractor must provide all labor, material, tools, and equipment necessary to complete all work in a workmanlike manner. All work must be performed in accordance with contractual documents, including the specified Work Order(s) and the Project Manager's or designated Inspector's instructions, and shall comply with the City of Sacramento Standard Specifications for Public Works Construction, including but not limited to Section 10 – Construction Materials, Section 17 – Laying Base, Section 18 – Side Forms and Headers, and Section 24 – Curb, Gutter, Sidewalks, and Gutter Drains. Additionally, all work shall comply with the attached drawings that incorporate the latest ADA requirements, as well as the City of Sacramento's Sidewalk Closure Policy and Standards, dated August 14, 2007. In the event these standards and specifications should be changed, revised or updated, Contractor will be provided with the new documents. At the time new standards and specifications are distributed, Contractor will be required to follow updated requirements.

Additional requirements:

- a. Lamp Black is required and shall be added to the concrete mix at the rate of one (1) pound of per cubic yard of concrete, unless otherwise directed by the City Inspector.
- b. Doweling is required on all sidewalk, curb, and gutter projects.
- c. Asphalt and concrete removal cuts shall be neat and straight, and made with a City-approved saw.
- d. Root inspection/root cutting: The Contractor shall contact the City Arborist to schedule a root inspection 48 hours prior to removing the sidewalk. Once the appointment for the root inspection has been set, the Contractor is responsible for removing the concrete and excavating to expose the roots prior to the Arborist's arrival. After completing the inspection, the Arborist will then recommend how the tree roots are to be cut.

Tools required for this work are, but not limited to: pneumatic or hydraulic jackhammer, gas driven abrasive concrete saw (water-cooled blasé), mechanical compaction equipment, miscellaneous hand tools, etc.

3. Period of Performance

Period of Performance will begin on July 1, 2016 (or upon date of award by City Council, if later) and end June 30, 2017 with the option to extend two additional years. Extensions are not guaranteed, will be agreed upon and in writing.

Option Period One will begin July 1, 2017 and end June 30, 2018.

Option Period Two will begin July 1, 2018 and end June 30, 2019.

4. Option Period(s)

The successful bidder/offeror grants the Option Period(s) listed in the Pricing Schedule to the City of Sacramento. The Option Period(s) may be exercised at any time up to within 30-calendar days of the contract completion date. Exercise of the Option Period(s) occurs upon mailing of written notice to the Contractor. The Option Period(s) will be exercised at the sole discretion of the City of Sacramento.

At the time the Option Period(s) are exercised, annual adjustments to account for inflation may be added to the total per item charge as indicated in the Pricing Schedule. This annual adjustment will be based on CPI information as well as current material costs and market conditions specific to this work. Any increase granted shall not exceed four (4) percent above the previous year's pricing.

The City will also look to see if a cost savings is due to the City, based on the CPI, market conditions, and material costs specific to this work. If a cost savings is due to the City, the Pricing Schedule will be adjusted accordingly.

5. Contract Pricing

The Contractor shall furnish fully-burdened pricing, including all labor, materials, tools, arrow boards, message boards, equipment, sediment vacuums, water supply, and incidentals for doing all work involved in the execution of this contract. No additional compensation will be allowed.

A contract for the services described in this Invitation for Bid (IFB) will not be awarded to the single lowest responsible bidder at its bid price – this is a multiple award contract. Instead, the City will review all bids for technical capability, responsibility, and responsiveness.

All of bid submissions that are found to be technically capable, responsible, responsive, and their pricing is found to be within the competitive range will be awarded a contract with the City in the following manner:

1. The City will evaluate the line item unit price(s) submitted by each responsible, responsive, and reasonable bidder. The City will arrive at the contract line item price by deleting the highest and lowest unit bids submitted for each line item(s). Those values that remain will be averaged, and the sum will be the established unit price for that particular line item(s). This is the value that the City of Sacramento will pay for that line item to all of the contractors to whom a contract is awarded.
2. The City will then establish the Primary and Secondary lists of contractors. The primary list will consist of up to seven contractors whose bid submissions were found to be the lowest, responsible, and responsive bidders. The remaining contractors will be added to the secondary list in the order of established above.

At the time the Option Period(s) is due to be exercised, the Contractor will have an opportunity to increase pricing, as provided in Section 4, Option Period(s), above. The Contractor's request must be submitted in writing on company letterhead 30-days prior to the exercise of the option period(s). At this same time, the City will do an analysis to

see if a cost savings is due to the City. The analysis will take into consideration the CPI, market conditions, and material(s) pricing. All bidders to whom a contract is awarded will then be paid this same amount for each of the line item(s).

6. Primary and Secondary List of Contractors

As stated in Section 5, above, the City has a requirement for up to seven contractors throughout most of the year, subject to weather conditions and other constraints. Therefore, the City will establish a primary list of contractors consisting of up to seven contractors.

When the primary list is full, a secondary list will be established and used as needed. The City may award new contract(s) using the established unit price list at any time during the contract period.

The City of Sacramento will prioritize and assign work to the Contractor(s) on the primary list for the specific Neighborhood Service Area that the Contractor(s) is assigned to. During any period when all Contractors on the primary list are working and additional contractors are required, the City will utilize the secondary list.

Both the primary and secondary list(s) are rotational - within their own group. In the event, that a Contractor falls off of the primary list, another contractor may be moved up from the secondary list based on operational need. The City of Sacramento does not guarantee work to any Contractor. Work Order packages will be distributed among contractors who are assigned to a specific Neighborhood service area, unless the City of Sacramento Inspector and/or designated Project Manager has identified a specific need in one of the neighboring service areas, at such time the Contractor may be required to perform work in an area other than the usual assigned area.

7. Assignment of Work

The Maintenance Services Division has designated inspectors for each of the five (5) Neighborhood Service Area(s), and one (1) Special Project Inspector. Contractors will typically be rotated amongst the five Neighborhood Service Area(s) on a bi-annual basis. Upon assignment of the Street Order Repairs, the Inspector will call the Contractor to pick-up the repair order package.

Contractors must contact the Inspector to whom they are assigned by telephone, email, or text message each business day no later than 8:00 a.m. with the following information: (a) Work location; (b) Whether the Contractor would like to meet with the Inspector for questions or clarification. If the Contractor is unable to make contact with their assigned Inspector, they are responsible for contacting the Lead Inspector by phone or email.

For the life of the contract, Contractor shall maintain a telephone and/or answering machine that will enable the Inspector to make contact with the Contractor at all times – cellular phones are acceptable.

8. Demerits

In the event that the contractor does not perform in accordance with the contract's Terms and Conditions, Scope of Work, the City of Sacramento's Standard Specifications for Public Works Construction, Sidewalk Closure Policy and Standards, and the designated inspector, a demerit will be assessed. Specifically, a demerit will be assessed for the following occurrences:

- a. Failure to begin assigned work at the job site at the time(s) indicated by the Project Manager or designated Inspector.
- b. Unavailability for work at the time, date, and/or jobs as directed by the City.
- c. Failure to provide qualified personnel and/or proper equipment as determined by the City's requirements.
- d. Failure to follow the Inspector's work requirements and directions.
- e. Unsatisfactory or unsafe work habits, conditions, and/or employees.
- f. Sub-standard work, as determined by the Inspector and failure to correct all substandard conditions noted within 24-hours.
- g. Failure to contact the City by telephone or in person during the hours specified below.
- h. Violation of any of the work contracted requirements, as stated in the contract's terms and conditions, the City of Sacramento's Standard Specifications for Public Construction, and the City of Sacramento's Sidewalk Closure Policy and Standards.
- i. Failure to follow ADA requirements.
- j. Failure to complete utility cuts within 15 calendar days after receiving the work order.

When a demerit is assessed to a Contractor, a written notification will be provided detailing the violation.

9. Removal and Reassignment from the Primary List to the Secondary List

In the event Contractor(s) assigned to the Primary List receives a total of three (3) demerits in one contract year, Contractor(s) will be removed from the Primary List and will be reassigned to the bottom of the Secondary List. In the event Contractor(s) is/are removed from the Primary List, the top listed vendor from the Secondary List may be moved to the Primary List.

If a Contractor(s) is/are removed from the Primary List after receiving three (3) demerits in one contract year, the Contractor will be advised by telephone of his/their removal. The removal will be confirmed in writing. The Operations General Supervisor will notify all Contractors of their new/revised numerical standing on both the primary and secondary lists.

Assignment from the Secondary List to the Primary List will be at the discretion of the Operations General Supervisor.

10. Invoicing and Payment

Upon completion of a work assignment, the Contractor will submit all invoices to be inspected and approved by the area inspector. The City will pay all invoices on a Net 30 basis.

Invoices for payment shall not be submitted until all work is complete, ready for final inspection, and accepted by the Inspector. All invoices shall be sufficiently detailed to allow for thorough analysis prior to approval. Those invoices that do not provide sufficient information or are not in the approved format shall be returned immediately to the Contractor. Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor. The Net 30-day payment term does not begin until a complete and correct invoice is accepted by the City.

The invoice shall, at a minimum, include the following information:

1. Contractor letterhead, including address
2. Contract Name
3. Description of services billed under this invoice.
4. Date of Invoice Issuance
5. Invoice Number
6. City's Purchase Order Number
7. City's Work Order Number
8. Amount of the Invoice

Invoices shall be mailed or hand delivered to:

City of Sacramento Public Works
Maintenance Services Division
5730 24th Street, Building 9
Sacramento, California 95822

11. Commencement and Execution of Work

Contractor shall commence work within two business days from receipt of the Street Work Order from the City Inspector. Commencement of work means to engage in a continuous program onsite including, but not limited to, site posting, site clearance, grading, dredging, landfilling, and the fabrication, erection, or installation of the work and clean-up of site.

Contractor shall notify the resident(s) of the property of any scheduled work to be done 72-hours prior to commencement of any work with a door hanger, provided by the City of Sacramento. Contractor is to provide a temporary traffic control plan and any traffic impact-related public outreach in a timely manner prior to commencing work.

In the event the property is located in an area with parking meters, the Contractor is responsible for notifying their area inspector at least 72-hours prior to the commencement of work. This notification is in addition to the 72-hour notification to the property owner.

No subcontractors shall be allowed to provide work except for specialized services and must be approved, in advance, by the Operations General Supervisor.

12. Survey Monuments

Contractor shall notify the Inspector three (3) business days prior to removing curb, gutter, and sidewalk within the curb return areas in order for the Inspector to check and reset centerline monumentation. An administrative charge of \$1,000, up to \$2,500, will be assessed for each curb return areas removed in violation of these instructions.

13. USA Requirements

Contractor shall comply with California Government Code 4216, CalOSHA Title 8, Section 1541, and USA North regulations. The Contractor is responsible for clearly marking the work area. **All USA markings (painted or other) shall be removed upon completion of the excavation activities prior to the invoice being submitted.** The limits of the removal shall be the length and width of the curb, gutter, and sidewalk repair project. Removal shall be by sand blasting, high-pressure wash or a method approved in advance by the Engineer or Inspector. Removal shall be accomplished in a manner that leaves the site in a condition equal to or better than before the markings were placed.

14. Assessment of Administrative Penalties

Contractor must comply with all Section and Provisions of Sacramento City Code, specifically Title 8, Chapter 8.68 (as it relates to noise) and Title 12, Chapters 12.04-12.32 (as it relates to sidewalk regulations, construction and repair) or suffer penalties as stated in Chapter 12.20 of Title 12, Section 8.68.220 and Section 8.680.280 of Title 8 and Subsection (l) of Section 3.60.360 of Title 3 of the Sacramento City Code relating to Construction and Other Work in the City Streets.

15. Street and Lane Closures – Temporary Traffic Control

The Contractor is responsible for adhering to all guidelines as stated in Section 12.20.0202 of Title 12 of the City Code pertaining to the Closure of Streets for Work. The Contractor shall submit a Traffic Control Plan to the Inspector to whom the Contractor is assigned at least 10 days prior to the commencement of work. The Traffic Control Plan shall be developed within the following parameters:

- a. Contractor must adhere to all guidelines as stated in Section as.20.030 of Title 12 of the Sacramento City Code pertaining to the Traffic Control Plan – Requirements and Section 6-10 of the Standard Specifications for Public Construction.
- b. Traffic flow plans shall include the placement of barricades and warning signs. The plan shall outline the work order, duration of work, and methods for moving traffic through the construction area. Normal passage shall be available to pedestrians and meet all ADA requirements for user with disabilities. The plan shall show the flow of movement for pedestrian and bicycle traffic altered by the construction or excavation. Traffic Control Plans are to follow the guidelines and requirements of the *California Manual of Uniform Traffic Control Devices*.
- c. Arrow and message boards for lane closures will be used at the direction of the City, or as required by the approved traffic control plan.

- d. Contractor is responsible for monitoring and maintaining all traffic and pedestrian control features, devices, and equipment from start to completion of the repair and maintenance project and/or as directed by the Inspector.
- e. Contractor is responsible for coordinating with the City of Sacramento's Utility Department at least five (5) days prior to the commencement of work requiring fire hydrant shutdown. Contractor shall provide the fire hydrant shutdown schedule to the Inspector at least five (5) days in advance of work commencement.

16. Holiday Season Street Work Moratorium

To reduce traffic congestion during the holiday season, no construction or maintenance projects will be allowed on any of the streets listed on Exhibit D during the holiday season. The holiday season begins Thanksgiving Day and ends on the first workday after New Year's Day. Exceptions may be approved on a case-by-case basis.

No street or sidewalk work, cuts, or trenching will be allowed during this period on the listed streets. All existing street work that cannot be completed prior to the moratorium shall be back filled and paved. All barricades and barriers shall be removed from all travel lanes.

Only emergency repairs will be permitted during this holiday period. All such repairs shall be immediately reported to the assigned Inspector, not later than one hour of the determined need. If an emergency arises during the City's non-working hours, notification to the above office shall be made prior to 9:00 a.m. of the following workday.

17. Materials

Construction materials shall conform to Section 10, Construction Materials, of the City of Sacramento's Standard Specifications for Public Construction.

- a. Concrete
 - i. All concrete placed shall contain six (6) sacks (576 lbs.) of Portland cement per cubic yard and shall have a maximum size for coarse aggregate of one inch (1").
 - ii. Portland Cement used in said concrete shall conform to the American Society for Testing Materials Designation C150, Type II.
 - iii. Unless otherwise specified, all work for curb, gutter, and sidewalks shall conform to Section 24 – Curbs, Sidewalks, and Gutters of the City of Sacramento's Standard Specifications for Public Construction (June 2007).
 - iv. Concrete shall contain 1 pound of lamp black per cubic yard of concrete, unless otherwise directed by the Work Order or the City Inspector.
 - v. Original concrete load tags shall be retained by Contractor for a minimum of one (1) year after completion and acceptance of a project and provide them to the City upon request.

b. Reinforcing Steel

Reinforcing steel shall conform to Section 52, Bar Reinforcement, in the State of California, Department of Transportation. Unless otherwise provided by the Special Provisions, bar reinforcement shall be deformed and shall be Grade 60 conforming to the "Deformed Billet-Steel Bars for Concrete Reinforcement" (ASTM Designation A 615).

Welded steel wire fabric for concrete reinforcement shall conform to ASTM Designation: A 185. The gauge of the wire and the dimensions of the mesh will be shown on the plans.

c. Curb Dowel and Tie Bars

Dowel and tie bars for curbs shall conform to ASTM Designation: A 165, Grade 60 or Grade 40 may be used at the Contractor's option.

d. Excavated Materials and Spoils

Contractor shall remove all excavated and spoil materials from the job site daily unless authorized by the Inspector. Failure to remove the excavated and spoil materials will result in a demerit.

e. City Provided Materials

The City of Sacramento shall provide the following materials: rubber sidewalk panels, sidewalk metal plates and specs, sidewalk drains, gutter drain, door hangers, and No Parking postings.

18. Grading

Subgrades for pavement, curb and gutter, sidewalk, lined channels and ditches, or for rock base under pavements shall be furnished accurately and true to the lines and sections shown on the plans, within a tolerance of + or -0.05 feet. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of not less than ninety five percent (95%). The subgrade shall be free of segregated material and shall be smooth and true to the required grade and cross section. The Contractor will repair at his expense any damage to a prepared subgrade caused by his operation or by use of public traffic. No material shall be placed upon the prepared subgrade until it is in a condition meeting the requirement specified.

19. Landscape and Irrigation

- a. The Contractor will be required to backfill all areas between (a) the back of the curb and sidewalk, and (b) back of sidewalk and property line.
- b. Landscape fill shall consist of fertile, friable soil of loamy character. It shall be obtained from well drained, arable land and shall be free from subsoil, refuse, roots, heavy or stiff clay, stones larger than one inch (1") in size, coarse sand, noxious weeds such as Bermuda, Nut Grass and Morning Glory, stocks,

brush, litter and other deleterious substances. Topsoil shall be capable of sustaining healthy plant life.

- c. When requested by the City, the Contractor will provide sod replacement in areas behind the curb in park strip areas and behind the sidewalk as deemed necessary and authorized by the Inspector. Payment for this work will be paid on a square foot price as listed on the Pricing Schedule of this contract.
- d. Contractor is responsible for repairing and replacing any irrigation that is damage through the excavation or replacement work of the project.
- e. Contractor must complete all repairs within 24-hours of notification from the inspector.

20. Gutter Drains

Cast iron gutter drains of the type indicated by the plans shall be installed at points designated. The types of Standard City of Sacramento Gutter Drains are provided in the Standard Specifications for Public Works Construction, Section 38, Standard Drawings. The drains to be set under this contract will be furnished by the City. Gutter drains shall be cemented flush with the surface of the concrete gutter, and/or curb.

21. Erosion and Sediment Control

Attention is directed to Section 16-3, Erosion, Sediment, and Pollution Control, of the City of Sacramento Standard Specifications and the Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control, dated June 2007. Before starting on the project, the Contractor shall submit for acceptance by the Inspector, an erosion and sediment control plan. The plan shall be implemented during construction of the project to control the major sources of urban runoff pollution from the construction site, including erosion, sedimentation, and improper handling/storage of construction materials and equipment. The elements listed below shall be considered in the development of the plan and the plan shall include sufficient detail to assure the objectives will be satisfied.

- a. Wash water, slurry and sediment from concrete and asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be vacuumed and disposed of by Contractor in a manner approved by the Inspector. No dumping into tree wells or other planting areas, or open cuts.
- b. Vegetation Stabilization – Preservation of existing vegetation; seeding and planting; mulching; providing grassy swales and buffers.
- c. Physical Stabilization – Jute Netting; Drain Outlet Protection; Dust Control; Rocked or Paved driveways from project site to street to prevent tracking dirt unto the public right-of-way and gutters.
- d. Sediment Controls – Silt fences; check dams; straw bale barriers; sandbag barriers; rock filter beds; sediment traps, sediment basins, drop inlet protection

such as straw bales, gravel traps and filters, burlap filters, and sandbag protection.

- e. Specific Maintenance Plan and Program - Establishes a frequency of checking erosion and sediment controls after they have initially have been constructed through the end of the project.
- f. Construction Site Housekeeping Practices – Stabilized construction entrances; solid waste management; material storage and delivery; concrete waste disposal; hazardous materials management; maintenance and cleaning; spill prevention and control; daily maintenance and clean-up.
- g. Concrete Waste Management-Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including leftover concrete and material from washing out the concrete truck, shall not be disposed of in a trench or washed into the storm drain system.

22. Barricades

The Contractor will furnish and place Type 1 barricades, in good condition, when they remove the curb, gutter, and/or sidewalk. The City will only supply barricades when the City does the removal. Barricades shall remain in place a minimum of 72-hours after concrete has been poured on new curb and gutter. Barricades shall be placed so as to prohibit vehicles from parking adjacent to new work; spacing shall not exceed twenty (20) feet between barricades.

Barricades used and set-up on the sidewalk and curb ramp construction shall be equipped with all necessary features such as, upper and lower railings, signs, lights, etc., that are required to comply and meet all ADA regulations pertaining to disabled pedestrian traffic and pedestrian control. Reference the City of Sacramento Sidewalk Closure Policy and Standards, dated August 14, 2007.

Contractor shall be responsible for monitoring and keeping barricades placed on curb and gutter work site during the 72-hours requirement period and/or until paved back by City Crews. Contractor is responsible for barricade removal once all time requirements have elapsed and/or City crews have completed pave-back work.

All other barricades shall be removed within 24-hours of completion of concrete work or as deemed appropriate by the Inspector.

23. Repaving

When repaving is needed, the Contractor shall notify the Maintenance Services Division's Lead Construction Inspector by email within 48-hours after the concrete has been poured. Contractor will specify in the email when a driveway is impacted. Failure to comply will result in a demerit.

24. Time Limits

Each Repair Work Order will be completed as indicated:

- a. "Individual Repair Orders" will be completed within ten (10) working days after direction to proceed has been given.
- b. "Package of Repair Orders" consists of fifteen (15) to thirty (30) repair orders and will be completed within twenty (20) working days after direction to proceed is given.
- c. Utility cuts shall be given priority and be completed no later than 15 days of receiving the work order.

Individual repair orders and packages of repair orders will be assigned to the Contractor as prior assigned work is completed and/or approved by the assigned Inspector or Project Manager.

25. Bonds and Insurance

Prior to the execution of a contract, bidders will be required to provide Performance and Payment Bonds in the amount of \$25,000 each. These bonds must be issued by an admitted surety in the form included in these specification, and will be required for the duration of the contract including any extended term(s). Prior to the City's execution of a contract, bidders shall be required to provide proof of insurance and additional insured endorsements as required under the contract.

26. Additional Services

Work not specifically named in the Pricing Schedule shall be negotiated on an individual basis. Prices offered shall as low as or lower than those offered to Contractor's most favored customer for comparable work under similar terms and conditions

27. Notification of Material Changes in Business

Contractor agrees that if they experience any material changes in their business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., they will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

28. Licensing

All Contractors who submit bids on a public works project must be properly licensed. This contract requires either a Class A or C-8 license.

29. Subcontracting

Contractor may only subcontract for the procurement of materials. Contractor shall not enter into a contract or agreement with any individual, partnership, corporation, firm, or other entity to perform any portion of the work or services under this Agreement, without first obtaining permission from the Project Manager.

30. Warranty

The work furnished under these specifications shall be guaranteed for a period of one (1) year from date of acceptance thereof against defective materials, equipment and workmanship. Upon receipt of notice from the City of failure of any part of the materials, equipment, or workmanship during the guarantee period, the affected part or parts shall be replaced with new material and/or equipment, and at the expense of the Contractor.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

A. SCOPE OF WORK, PLANS, TECHNICAL SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT A: DETAIL DRAWINGS

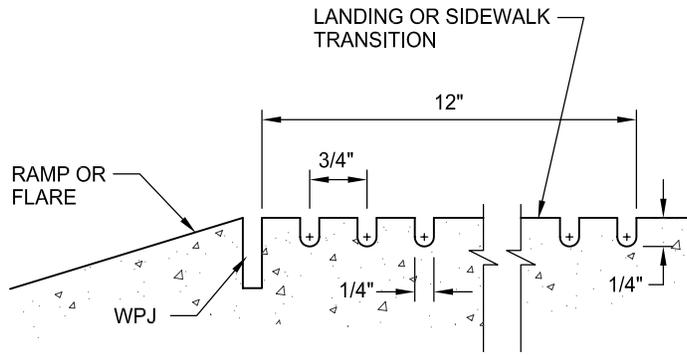
- 1) **SIDEWALK TRANSITIONS**
 - * LOCATED ABOVE RAMP OR LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE AT RAMP OR LANDING
 - * 8.33% (1:12) MAXIMUM SLOPE
- 2) **LANDINGS**
 - * LOCATED ABOVE RAMP
 - * 48" MINIMUM DIMENSION IN ALL DIRECTIONS
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
- 3) **RAMPS**
 - * LOCATED ABOVE PAN OR BELOW LANDING
 - * 48" MINIMUM WIDTH
 - * 2% (1:50) MAXIMUM CROSS SLOPE
 - * 8.33 % (1:12) MAXIMUM SLOPE
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 4) **PANS**
 - * LOCATED BELOW RAMP
 - * 48" MINIMUM AT BACK OF PAN
 - * 48" MINIMUM FROM BACK OF PAN TO FLOW LINE
 - * 1% (1:100) MINIMUM SLOPE FROM BACK OF PAN TO FLOW LINE
 - * 2% (1:50) MAXIMUM CROSS SLOPE OR SLOPE IN ALL DIRECTIONS, INCLUDING DIAGONAL
 - * ON CORNERS, PAN BOUNDARIES ARE TO BE RADIAL
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES
- 5) **GUTTERS**
 - * ADJACENT TO RAMP OR PAN
 - * 5% (1:20) MAXIMUM SLOPE MEASURED 4' FROM FOC OUT TO STREET PAVEMENT FOR FULL WIDTH OF RAMP.
 - * TRANSITION TO GUTTER SHALL BE FLUSH AND FREE OF ABRUPT CHANGES

- 6) **FLARES**
 - * LOCATED ADJACENT TO RAMP
 - * REQUIRED BETWEEN RAMPS WHERE THERE IS NO PLANTER AREA
 - * REQUIRED ON THE EXTERIOR OF RAMPS WHERE THERE IS AN ADJACENT CONCRETE SIDEWALK, REGARDLESS OF OBSTACLES
 - * GENERALLY TRIANGULAR IN NATURE
 - * 10% (1:10) MAXIMUM SLOPE
- 7) **RETAINING CURBS**
 - * REQUIRED ADJACENT TO SIDEWALK TRANSITIONS, LANDINGS, RAMPS AND PANS WHERE THE EXISTING LANDSCAPE (PLANTER AREA) IS 4" OR HIGHER AT ANY POINT ABOVE THE NEWLY CONSTRUCTED CURB RAMP ELEMENT
 - * REQUIRED FOR EXISTING PLANTER AREAS BETWEEN RAMPS
 - * RETAINING CURBS ARE TO HAVE A 6" WIDTH AND A VERTICAL FACE
 - * RETAINING CURB FOUNDATIONS ARE TO EXTEND 8" BELOW THE ADJACENT RAMP ELEMENT SURFACE
 - * OUTSIDE CORNERS OF RETAINING CURBS MUST HAVE A 6" RADIUS
- 8) **12' GROOVING DETAILS**
 - * REQUIRED ADJACENT TO (ON FLAT AREAS ABOVE) RAMP AND FLARE
 - * REQUIRED TO BE PERPENDICULAR TO THE PATH OF TRAVEL
- 9) **CONCRETE COLORING**
 - * LAMP BLACK OR OTHER COLORING SHALL BE ADDED TO NEW CONCRETE AS NECESSARY TO MATCH EXISTING COLOR. THIS APPLIES TO ALL IN FILL LOCATIONS

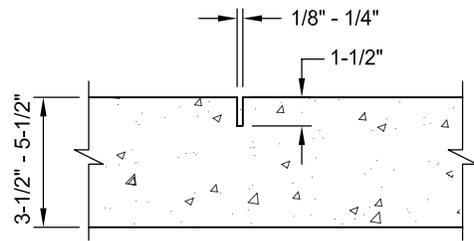
- * DUAL CURB RAMPS ARE REQUIRED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- * ALL ELEMENTS, EXCEPT GUTTERS AND RETAINING CURBS, MUST BE CONSTRUCTED PLANAR IN NATURE WITH WEAKENED PLANE JOINTS SCORED BETWEEN EACH ELEMENT.
- * WHEN FEASIBLE, OPPOSING CURB RAMPS SHALL ALIGN.
- * THESE DEFINITIONS AND STANDARDS, GENERAL DETAILS, AND STANDARD DRAWINGS SHALL APPLY TO ALL CURB AND GUTTER TYPES.
- * THERE ARE VARIATIONS AND ADJUSTMENTS THAT MAY BE REQUIRED UPON THE APPROVAL OF THE ENGINEER.
- * THERE ARE NO VARIANCES TO THE MAXIMUM ALLOWABLE SLOPES AND CROSS SLOPES.

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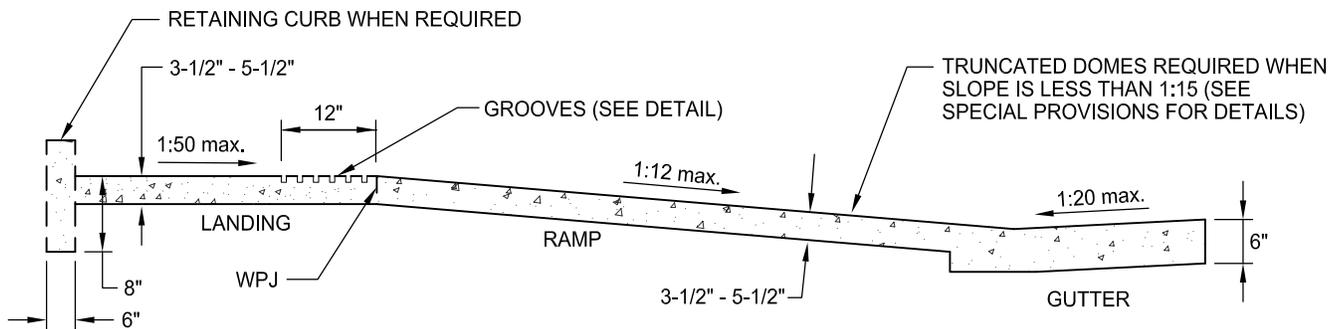
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12" GROOVING DETAIL



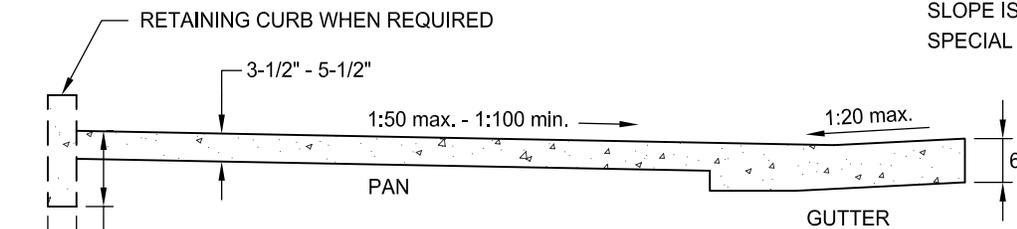
WEAKENED PLANE JOINT (WPJ)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF FLARE, COMBO,
OR PLANTER STRIP CURB RAMP**

NOTE:

ON RAMPS ADJACENT TO PANS
TRUNCATED DOMES REQUIRED WHEN
SLOPE IS LESS THAN 1:15 (SEE
SPECIAL PROVISIONS FOR DETAILS)



**TYPICAL CROSS SECTION
FOR CENTER LINE OF
PAN CURB RAMP**

NOTE:

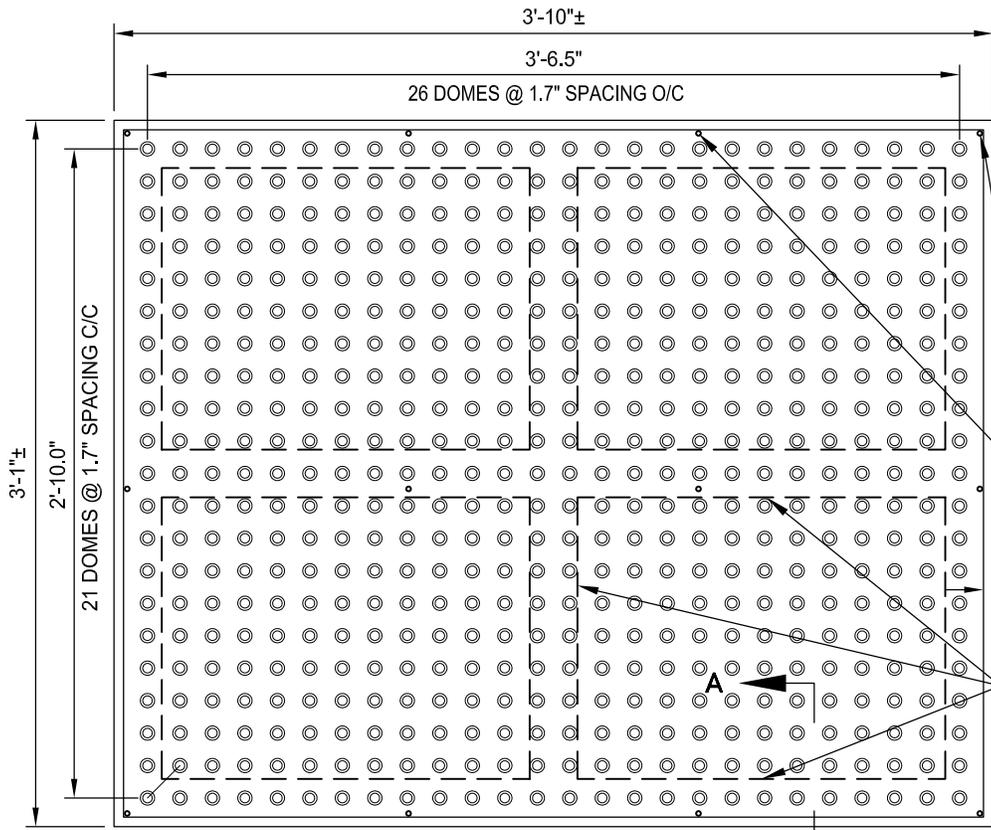
SURFACE OF RAMPS AND PANS SHALL HAVE A TRANSVERSE
BROOM SURFACE TEXTURE ROUGHER
THAN ADJACENT SIDEWALK

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NOTE:

SURFACE MOUNTED TILE DETAILS SHOWN. DETAILS ARE APPLICABLE TO TILE SURFACE SECTION ONLY. CAST-IN-PLACE TILE UNIT DESIGN AND DETAILS TO BE APPROVED BY THE ENGINEER. TILE MATERIAL, FASTENERS, AND ADHESIVE TO BE APPROVED BY THE ENGINEER.



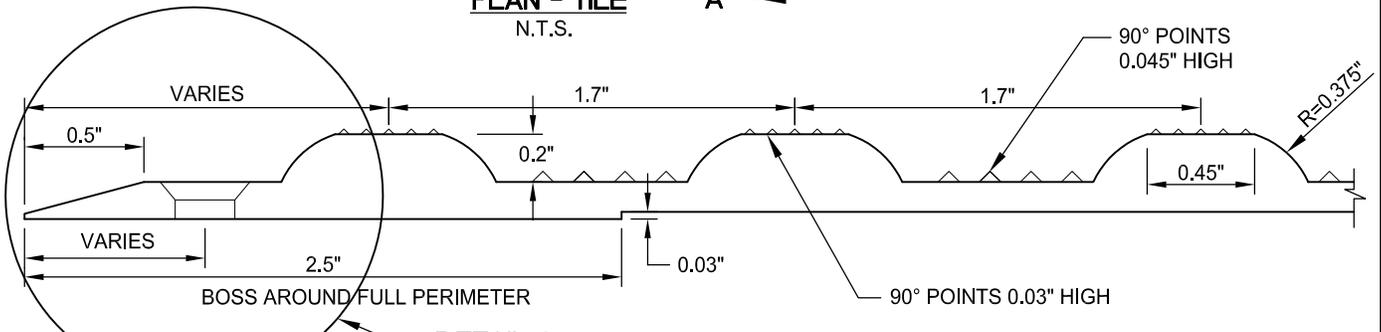
1/4" DIA. CTSK HOLES (TYP. 12 LOCATIONS)

0.5" (TYP. AROUND PERIMETER)

2.5" WIDE BOSS AT UNDERSIDE OF TILE FOR STRUCTURAL ADHESIVE AT FULL PERIMETER AND THROUGH CENTER TILE

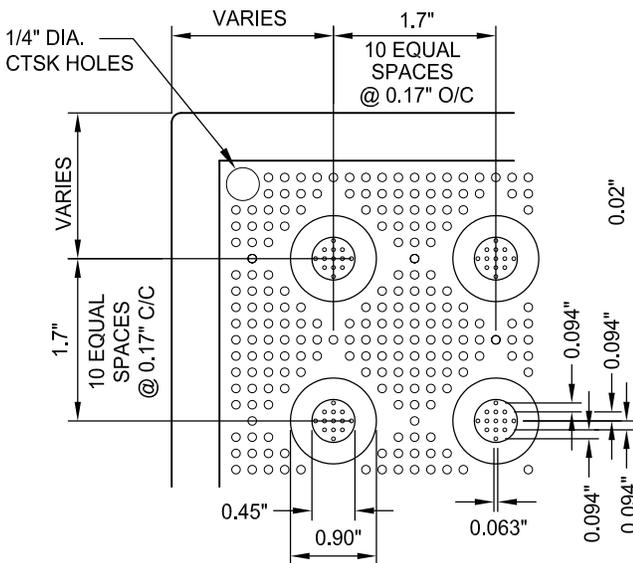
PLAN - TILE
N.T.S.

A ←

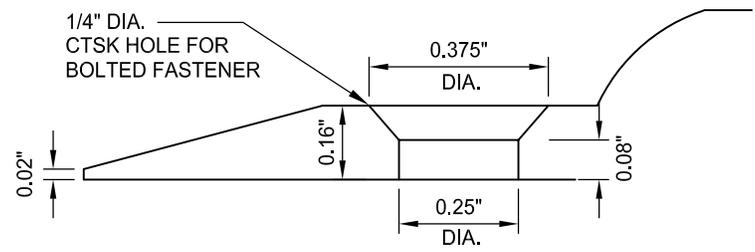


DETAIL 2

SECTION A-A
N.T.S.

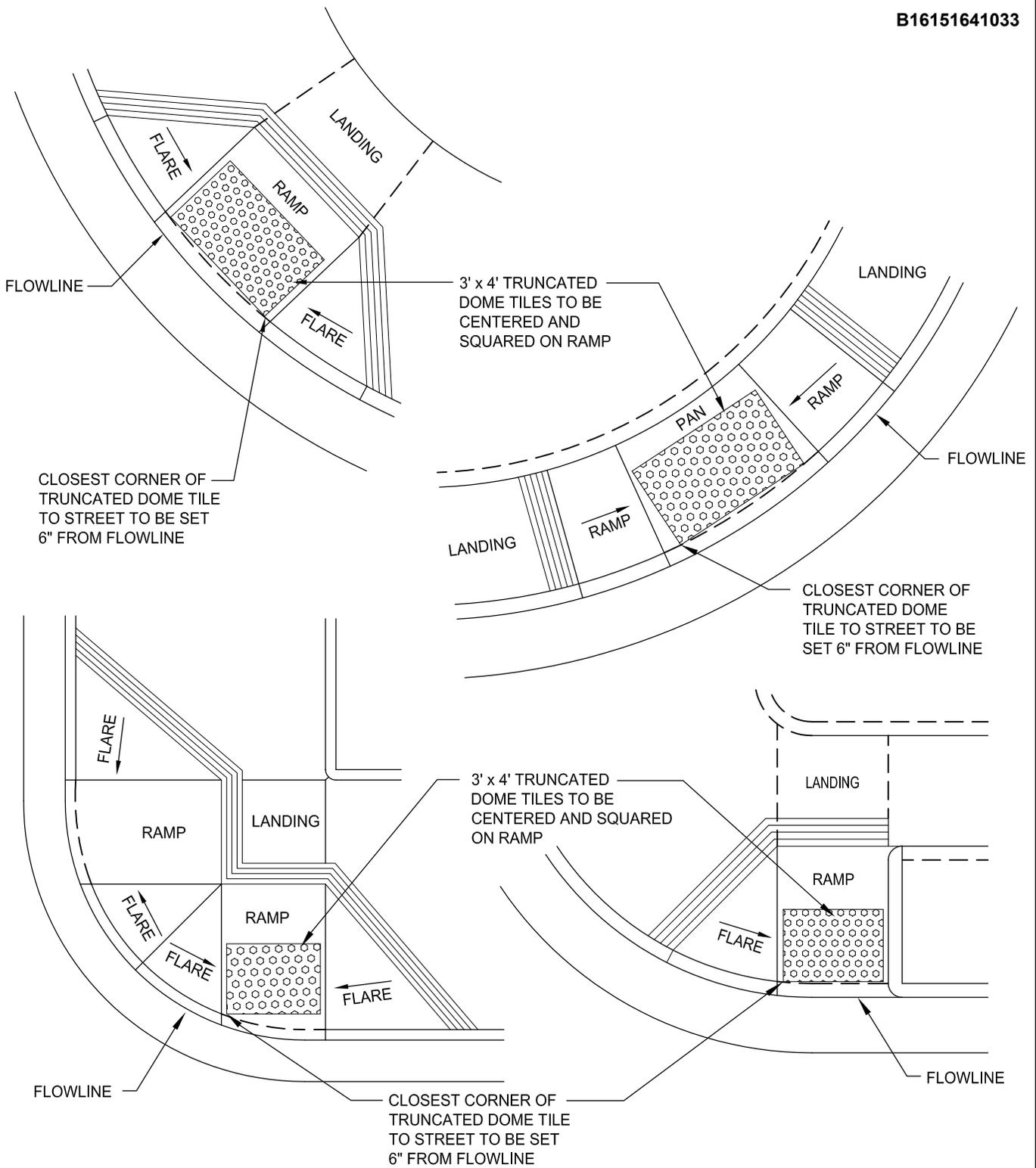


DETAIL 1



DETAIL 2

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NOTES:

1. TRUNCATED DOMES REQUIRED IN PAN AT ALL LOCATIONS (FOR EXCEPTIONS SEE NOTE 2)
2. TRUNCATED DOMES REQUIRED ON RAMP WHEN SLOPE IS LESS THAN 1:15
3. 3' x 4' DIMENSION IS NOMINAL (SEE DWG CE. 3.1)

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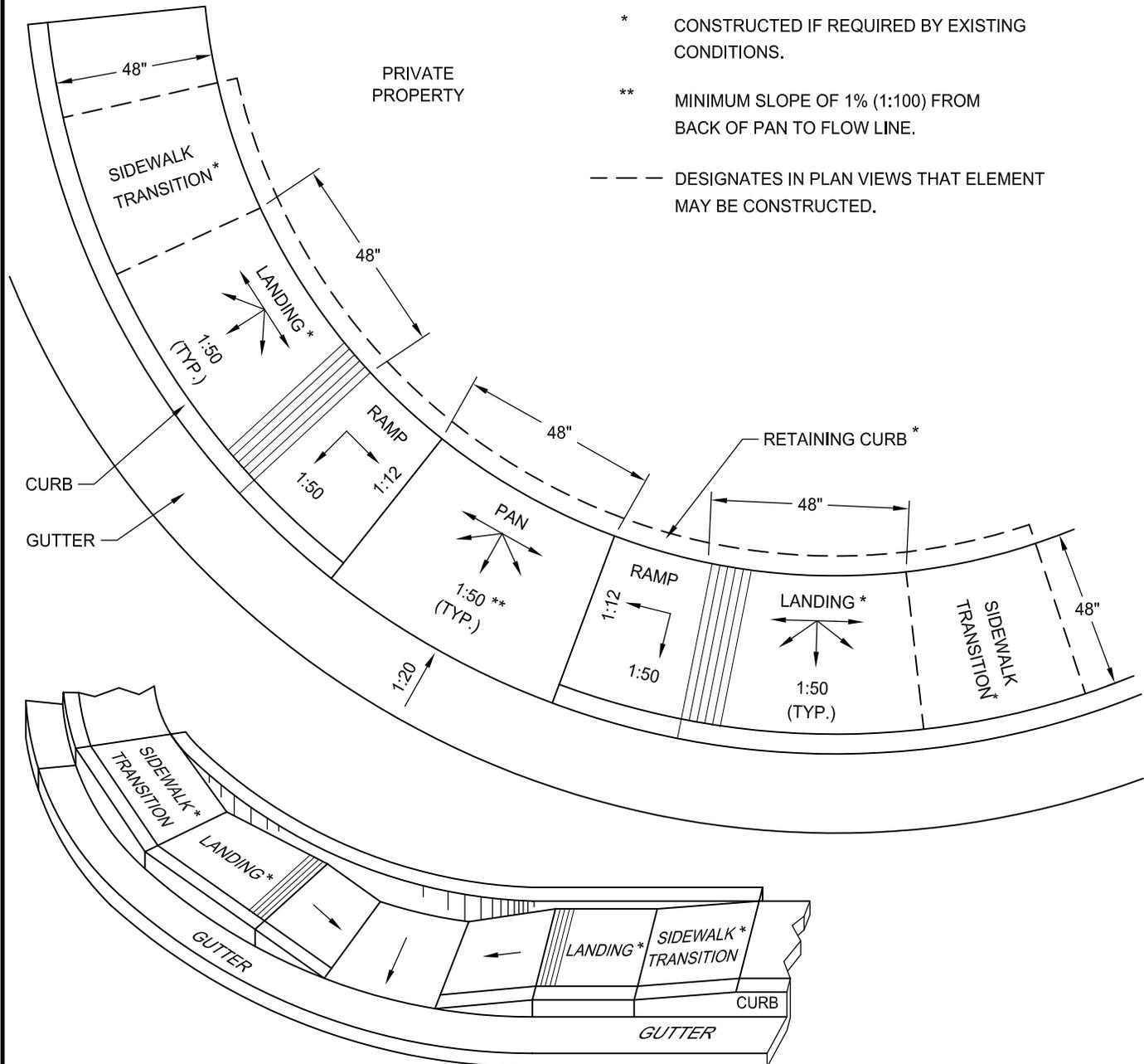
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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REV.	DATE	DESCRIPTION

NOTES:

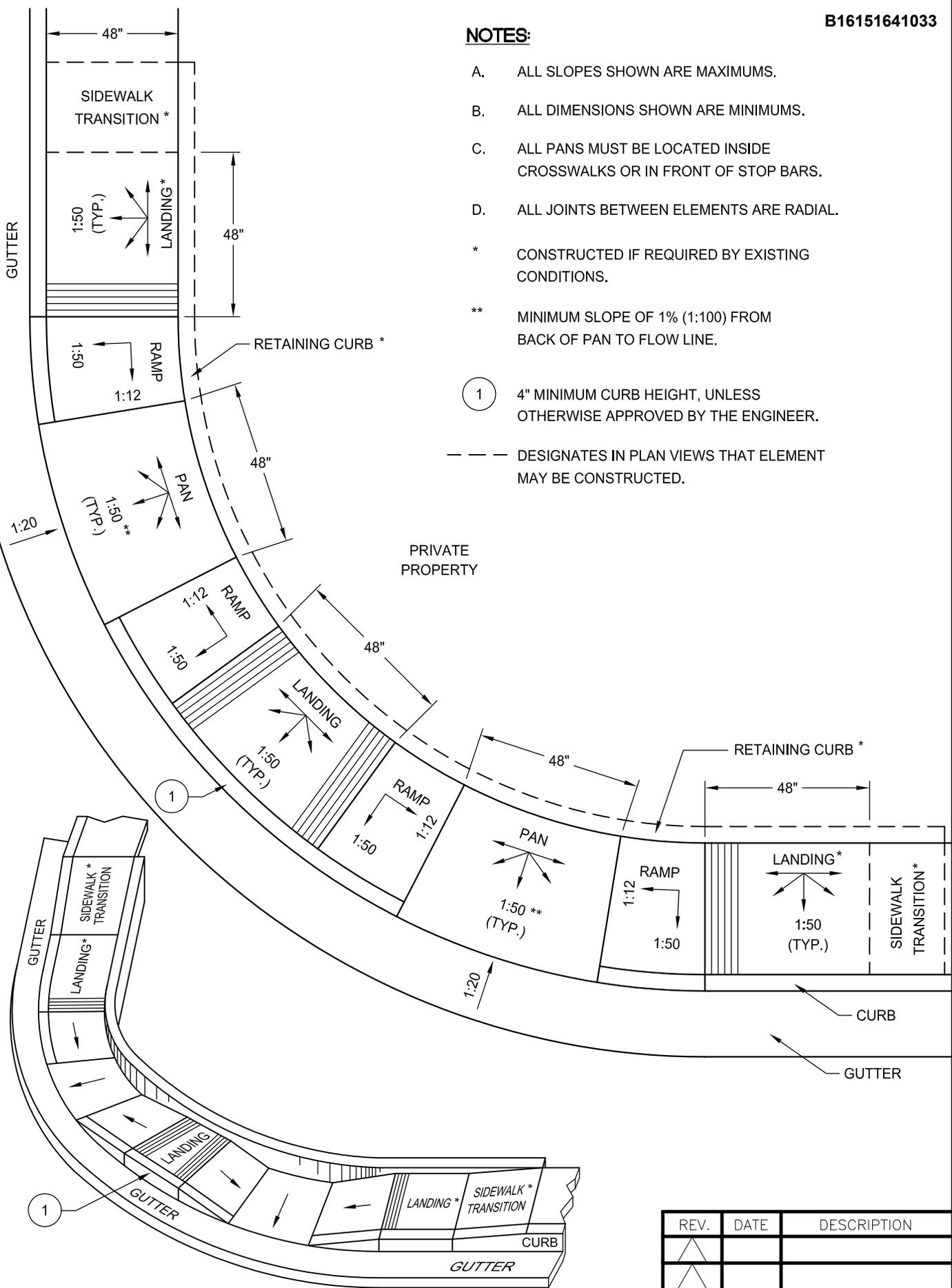
- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL PANS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS ARE RADIAL.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

** MINIMUM SLOPE OF 1% (1:100) FROM BACK OF PAN TO FLOW LINE.

① 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



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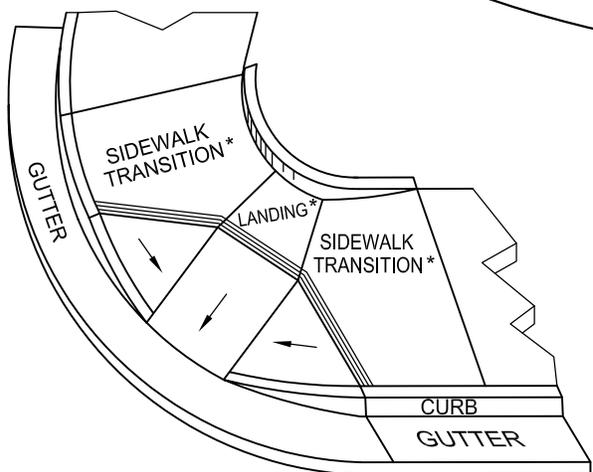
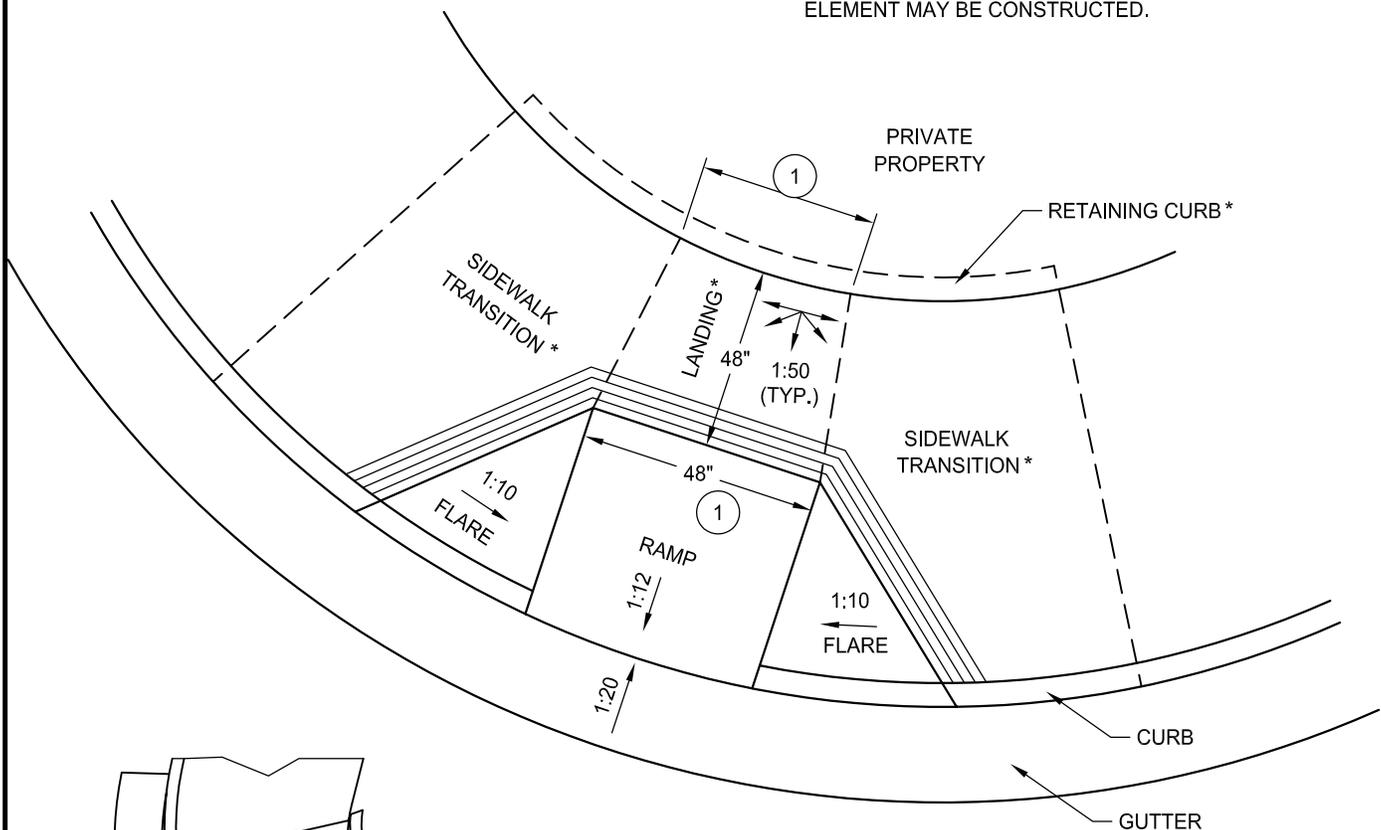
REV.	DATE	DESCRIPTION

NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
 - B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
 - C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
 - D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
 - E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

① THE WIDTH OF RAMP SHALL BE SAME AS LANDING

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



REV.	DATE	DESCRIPTION

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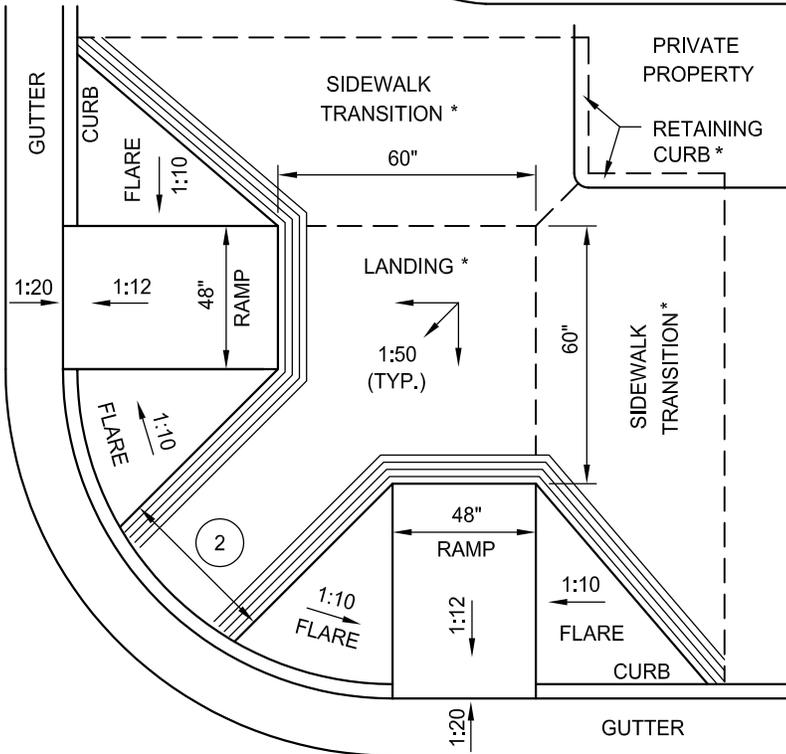
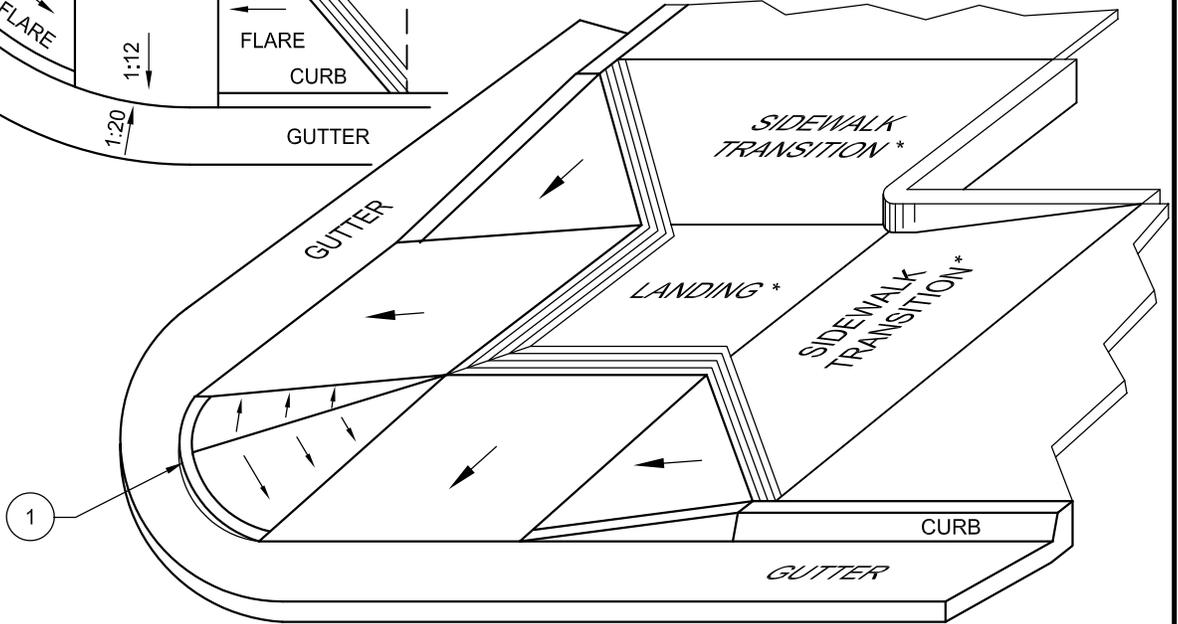
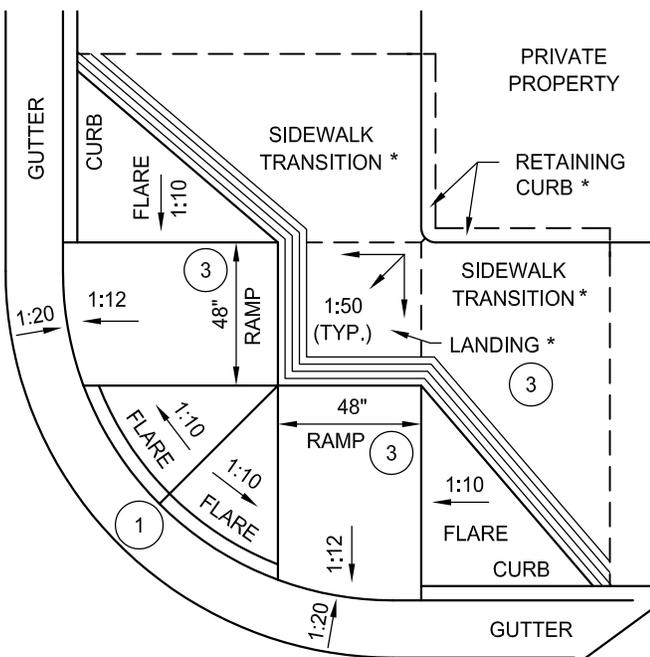
NOTES:

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- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION. GROOVE PATTERNS OR FLARES CAN INTERSECT.
- 3 IF LANDING CONSTRUCTED, 60" MIN. LANDING DIMENSIONS AND 60" MIN. WIDTH OF RAMP REQUIRED.

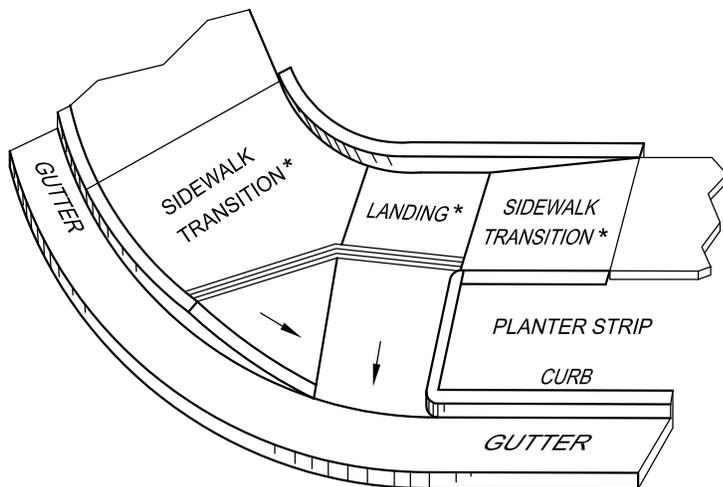
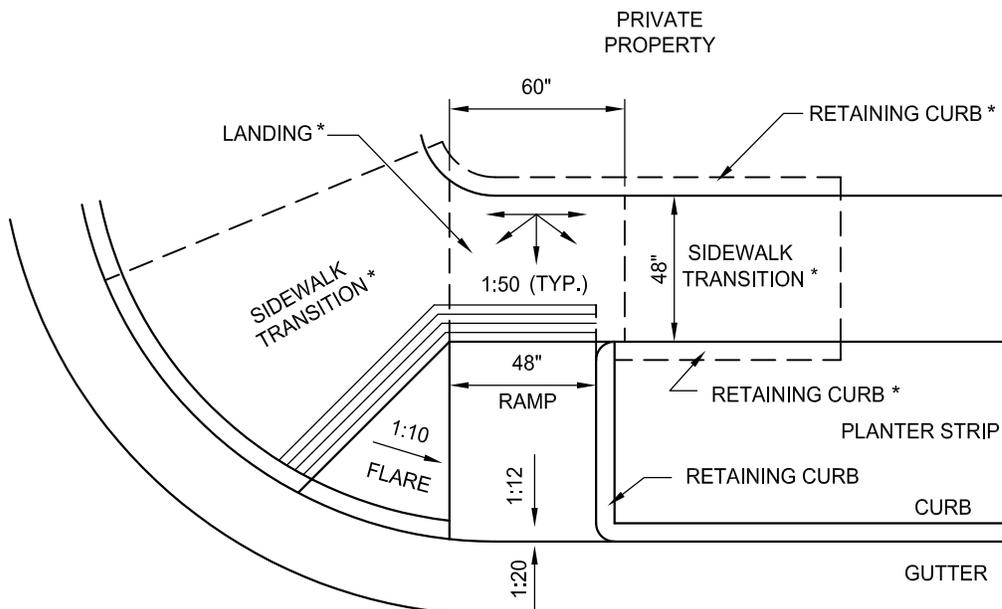
REV.	DATE	DESCRIPTION

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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.
- D. ALL JOINTS BETWEEN ELEMENTS, EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH REMAINS CONSTANT.
- E. SINGLE RAMPS CAN BE CONSTRUCTED ON A TANGENT.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



REV.	DATE	DESCRIPTION

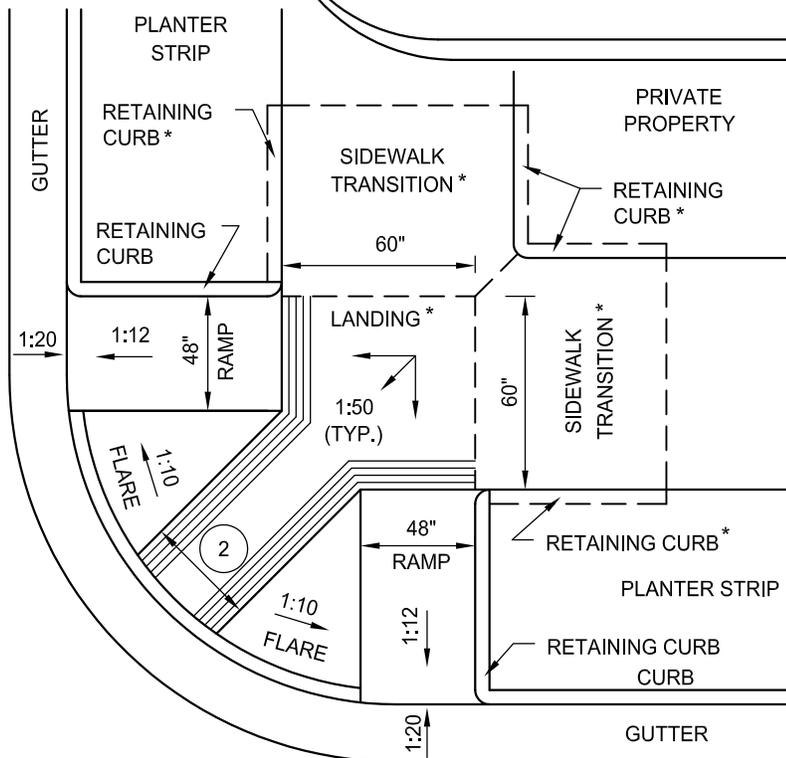
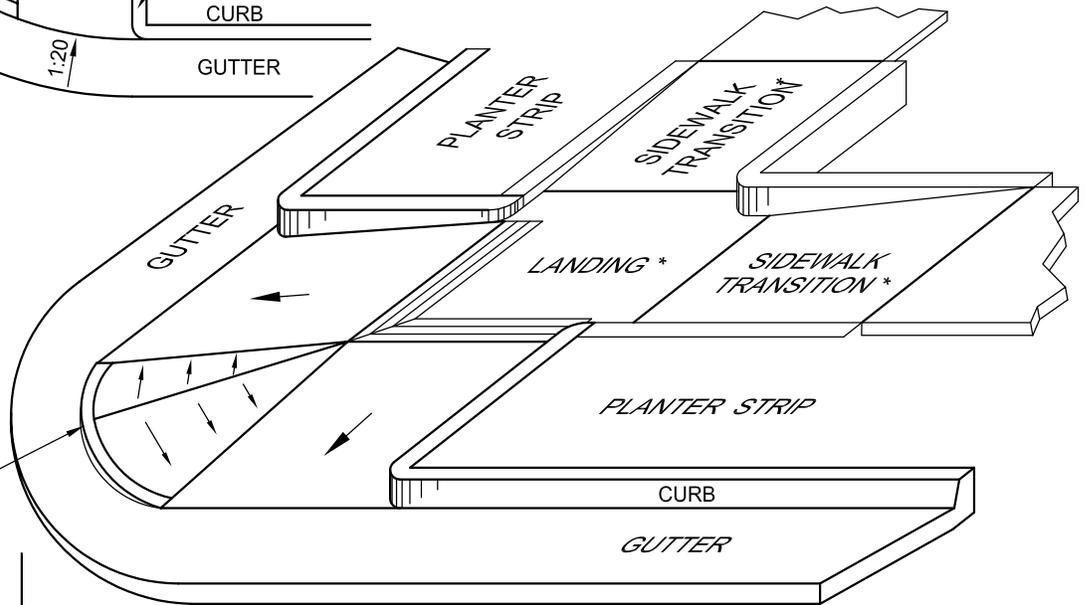
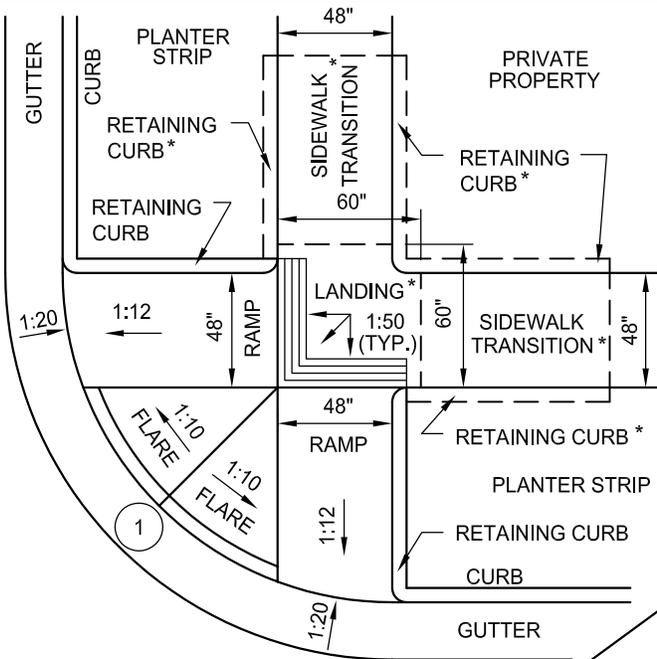
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NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



NOTES:

- 1 4" MINIMUM CURB HEIGHT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 2 NO MINIMUM DIMENSION, GROOVE PATTERNS OR FLARES CAN INTERSECT.

REV.	DATE	DESCRIPTION

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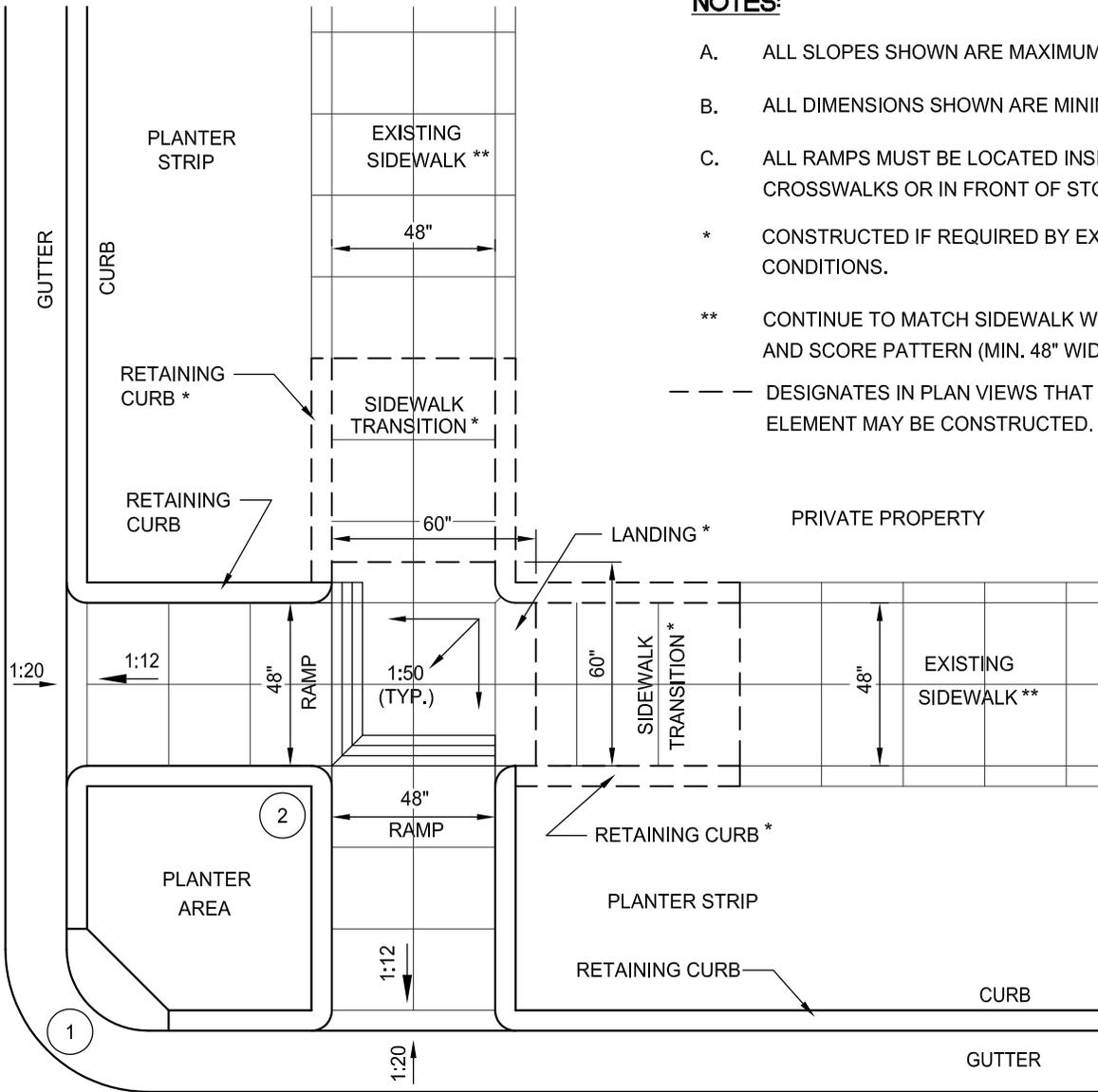
NOTES:

- A. ALL SLOPES SHOWN ARE MAXIMUMS.
- B. ALL DIMENSIONS SHOWN ARE MINIMUMS.
- C. ALL RAMPS MUST BE LOCATED INSIDE CROSSWALKS OR IN FRONT OF STOP BARS.

* CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.

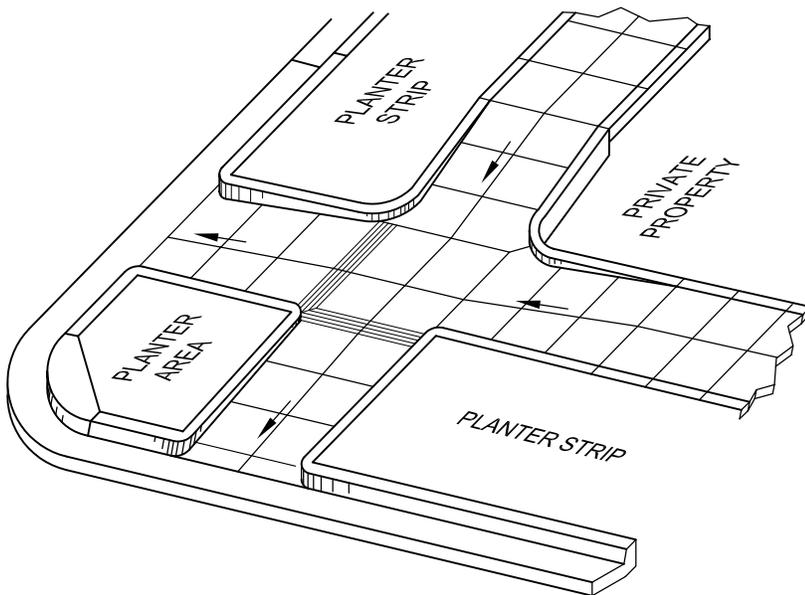
** CONTINUE TO MATCH SIDEWALK WIDTH AND SCORE PATTERN (MIN. 48" WIDE).

--- DESIGNATES IN PLAN VIEWS THAT ELEMENT MAY BE CONSTRUCTED.



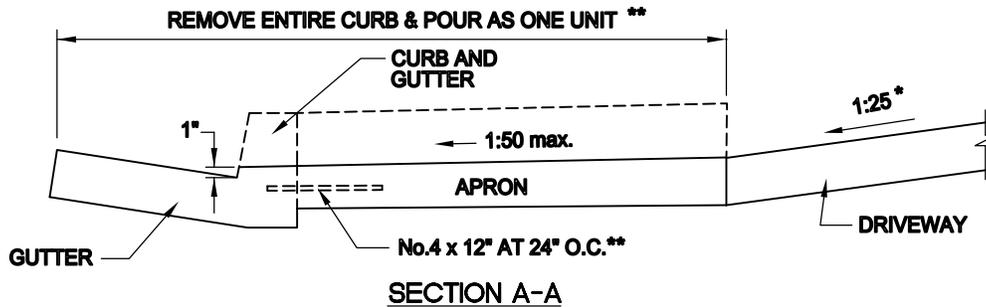
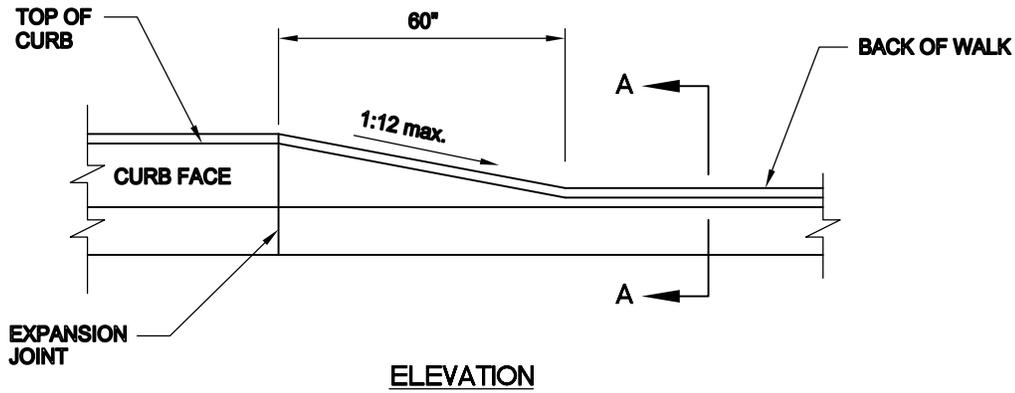
NOTES:

- 1 STANDARD CURB HEIGHT TO MATCH EXISTING.
- 2 TOP OF RETAINING CURB TO MATCH ADJACENT RETAINING CURB ELEVATIONS. CAN BE FLUSH WITH LANDING.



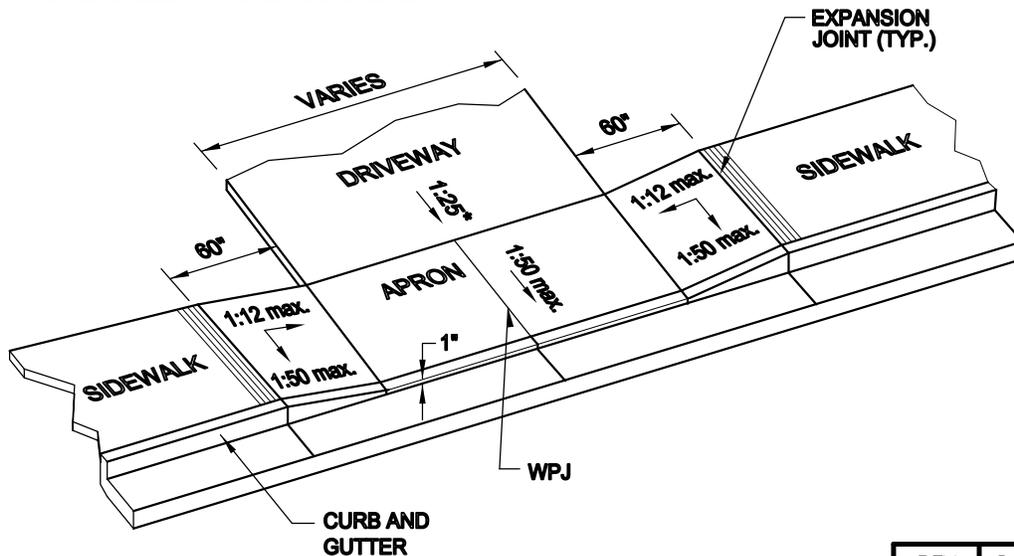
REV.	DATE	DESCRIPTION

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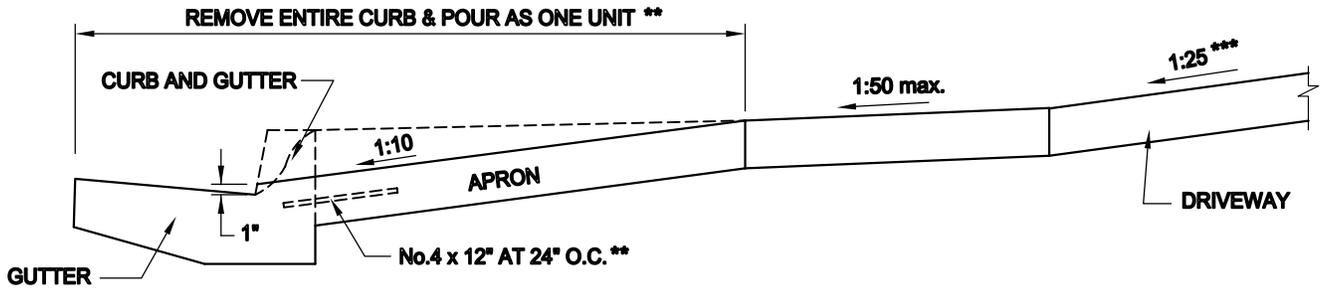
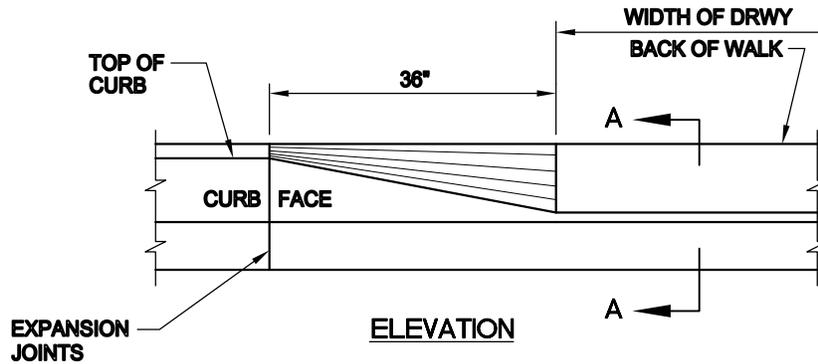
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
 - B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
 - C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
 - D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
 - E. APRON WILL BE DEPRESSED ON CURB AND GUTTER No.13 WHEN RECONSTRUCTING EXISTING COMMERCIAL DRIVEWAYS.
- * ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.
- ** IF CURB & GUTTER ARE POURED SEPARATE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

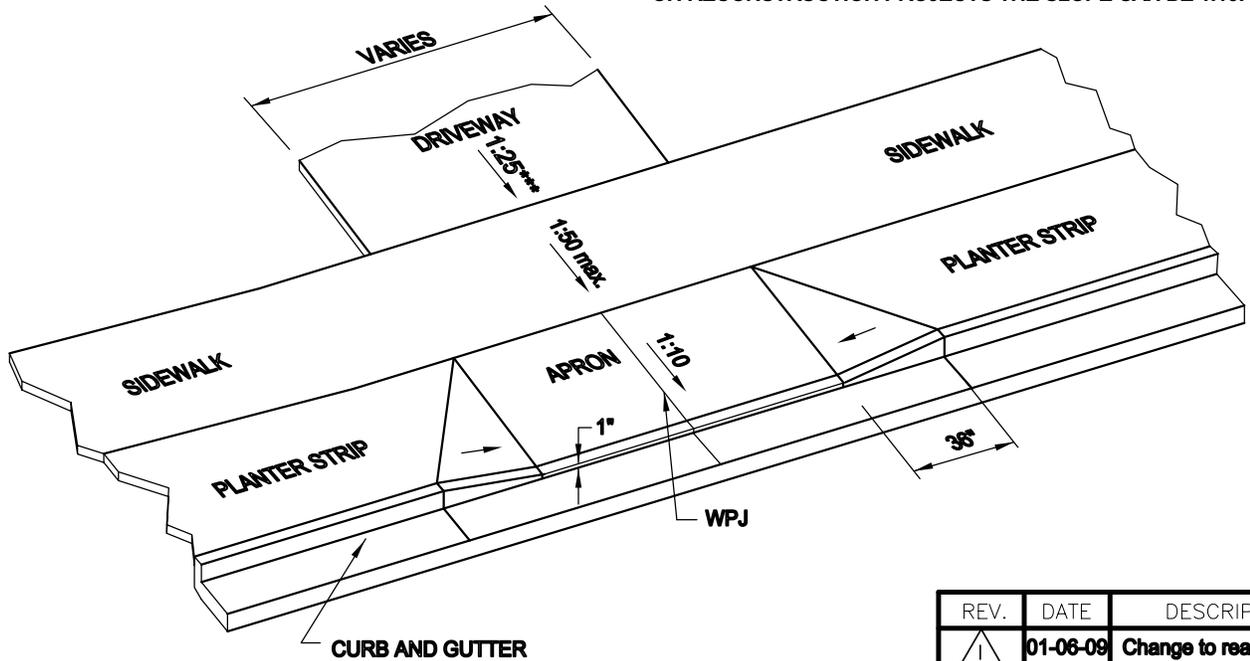
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SECTION A-A WITH VERTICAL CURB

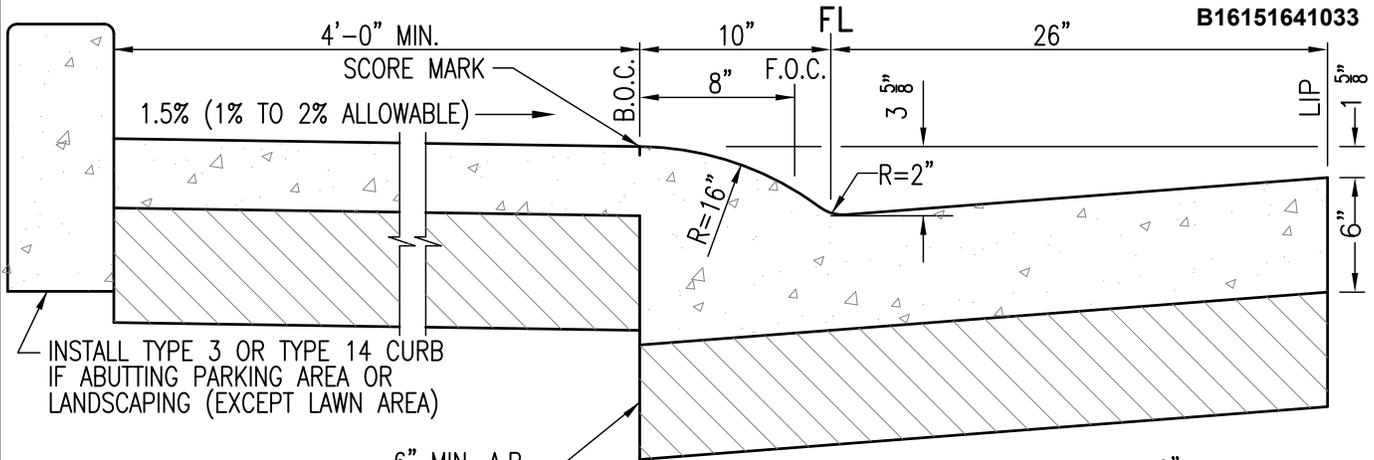
NOTES:

- A. DRIVEWAY WIDTH AS PER SEC. 18 CITY CODE.
- B. WEAKENED PLANE JOINTS (WPJ) REQUIRED ON CENTERLINE FOR DRIVEWAYS 10' TO 20' WIDE. DRIVEWAYS 22' TO 35' WIDE SHALL HAVE TWO WPJ EVENLY SPACED AT 1/3 AND 2/3 POINTS.
- C. ALL CONSTRUCTION AND MATERIALS IN CONFORMANCE WITH SECTION 24 OF STANDARD SPECIFICATIONS.
- D. THICKNESS OF APRONS SHALL BE 4" ON RESIDENTIAL DRIVEWAYS AND 6" ON COMMERCIAL DRIVEWAYS. ON COMMERCIAL DRIVEWAYS SIDEWALK SHALL BE REMOVED AND REPLACED WITH 6" OF CONCRETE.
- * CONSTRUCTED IF REQUIRED BY EXISTING CONDITIONS.
- ** IF CURB AND GUTTER ARE POURED SEPARATE OF APRON THEN DOWELS ARE REQUIRED AT BACK OF CURB. 3" IN CURB AND 9" IN CENTER OF APRON.
- *** ON RECONSTRUCTION PROJECTS THE SLOPE CAN BE 1:10.



REV.	DATE	DESCRIPTION
1	01-06-09	Change to read SEC. 18

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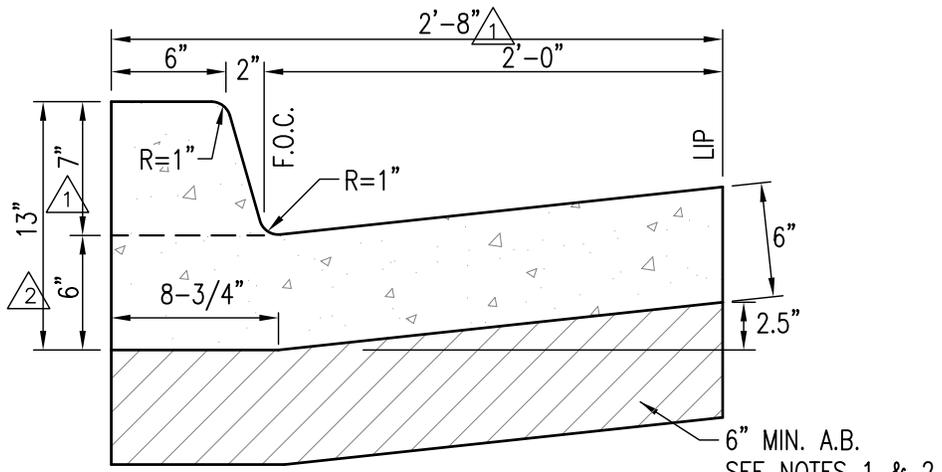


INSTALL TYPE 3 OR TYPE 14 CURB IF ABUTTING PARKING AREA OR LANDSCAPING (EXCEPT LAWN AREA)

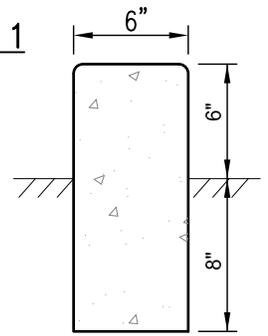
F.O.C. = FACE OF CURB
B.O.C. = BACK OF CURB

6" MIN. A.B. SEE NOTES 1 & 2

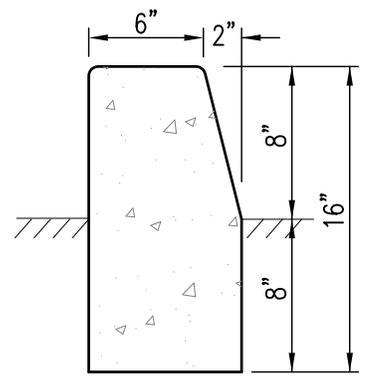
CURB & GUTTER TYPE 1



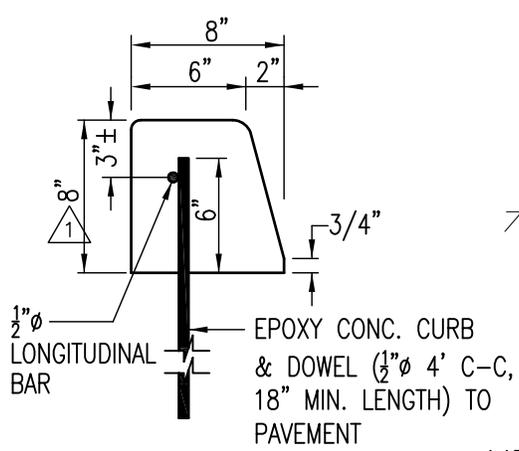
CURB & GUTTER TYPE 2



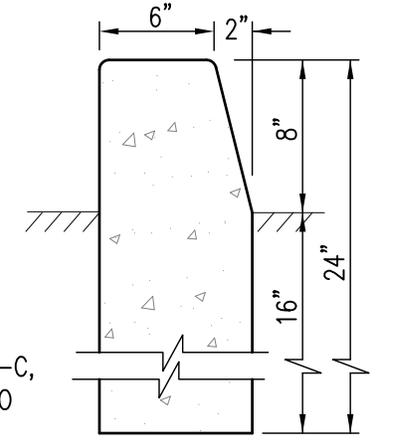
**CURB TYPE 3
BARRIER CURB
PLANTER AREA**



**MEDIAN CURB TYPE 14
NONLANDSCAPED OR
HARDCAPED AREA**



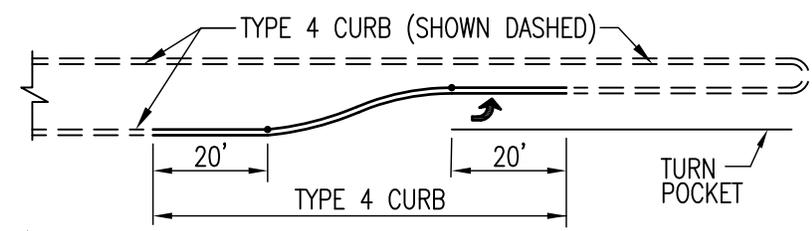
CURB TYPE 4



**MEDIAN CURB TYPE 14A
LANDSCAPED AREA**

NOTES:

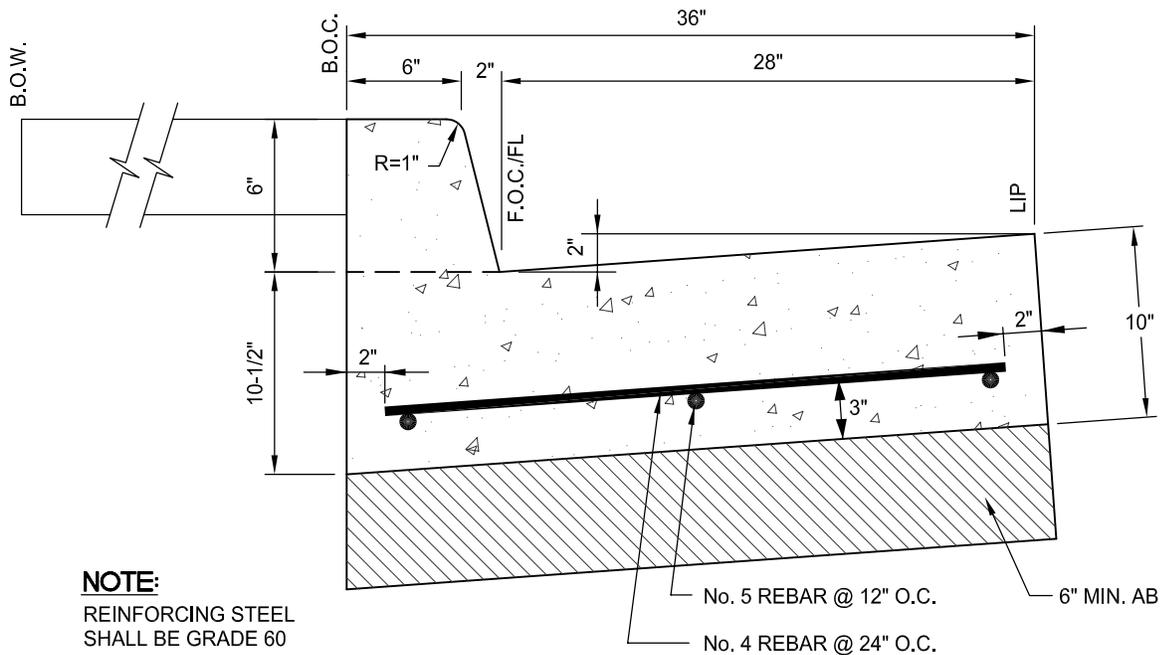
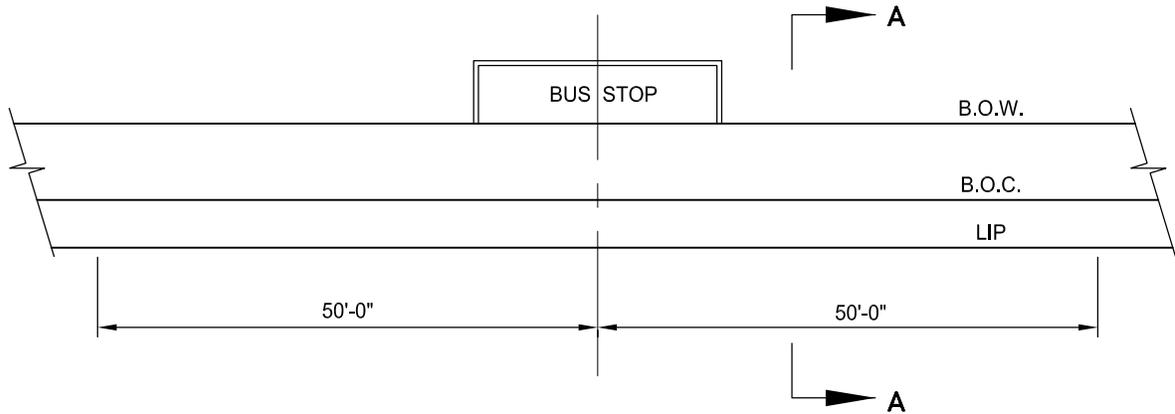
1. 12" MIN. A.B. SHALL BE PLACED IF SUBGRADE IS EXPANSIVE CLAY (R-VALUE LESS THAN 10).
2. TOP 6" OF SUBGRADE SHALL BE COMPACTED TO 95% MIN., UNLESS OTHERWISE APPROVED
3. 1/2" RADIUS ON EXPOSED EDGES.
4. ALL CONCRETE SHALL BE CLASS B.
5. ALL CONSTRUCTION & MATERIALS IN CONFORMANCE WITH SECTION 24 OF STD. SPECIFICATIONS.



PLAN FOR TYP. PLACEMENT OF TYPE 4 CURB

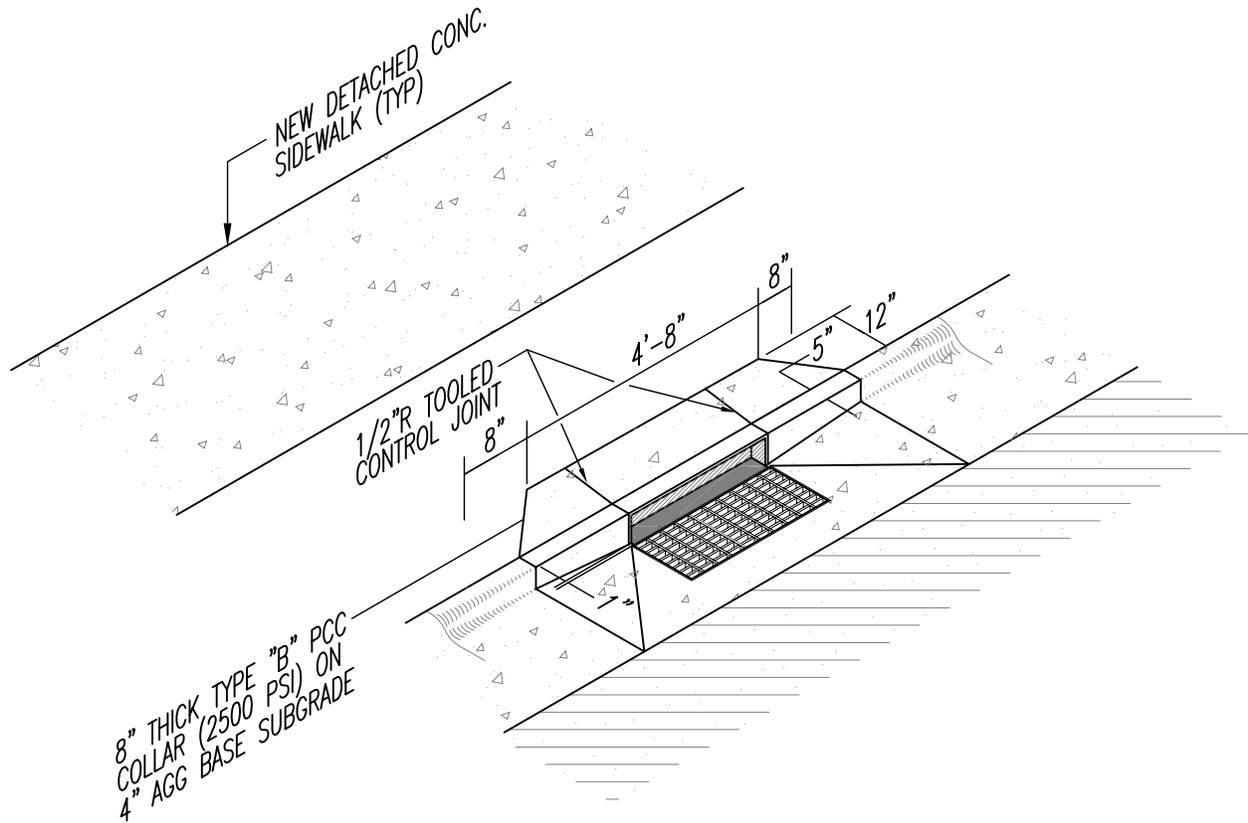
REV.	DATE	DESCRIPTION
1	08/06/10	Dimensions Changes
2	10/13/11	Dims & Curb Type4 Changes

MODIFIED REINFORCED CURB AND GUTTER TYPE 2 AT BUS STOP LOCATION FOR 50 FEET ON EITHER SIDE OF THE CENTER OF THE BUS STOP OR AS DIRECTED BY THE ENGINEER.



SECTION A-A

REV.	DATE	DESCRIPTION



8" THICK TYPE "B" PCC COLLAR (2500 PSI) ON 4" AGG BASE SUBGRADE

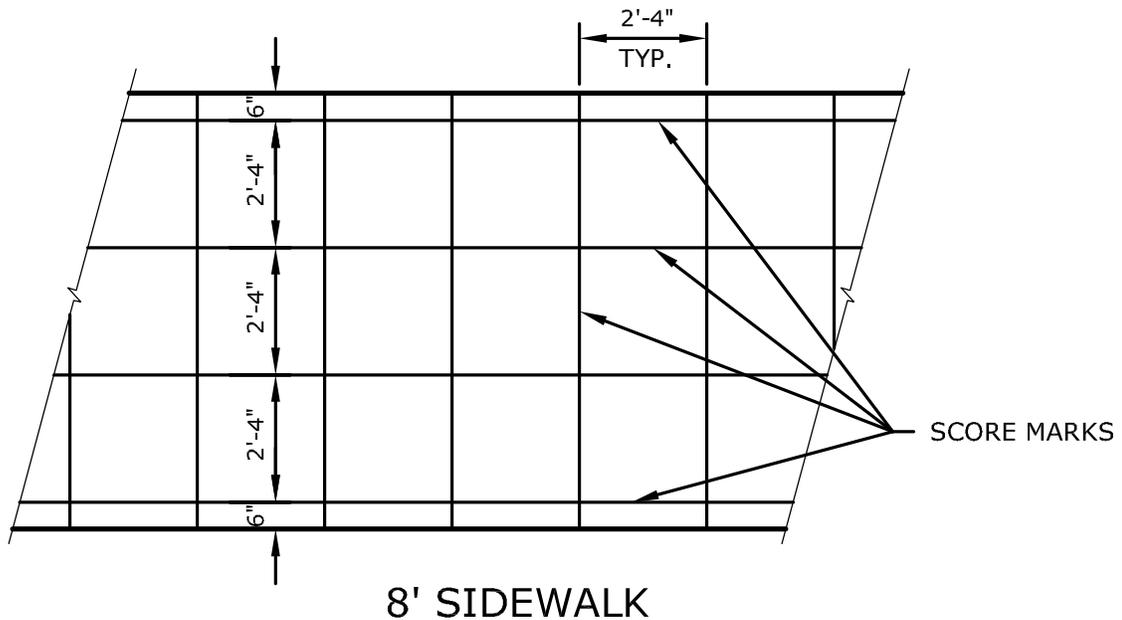
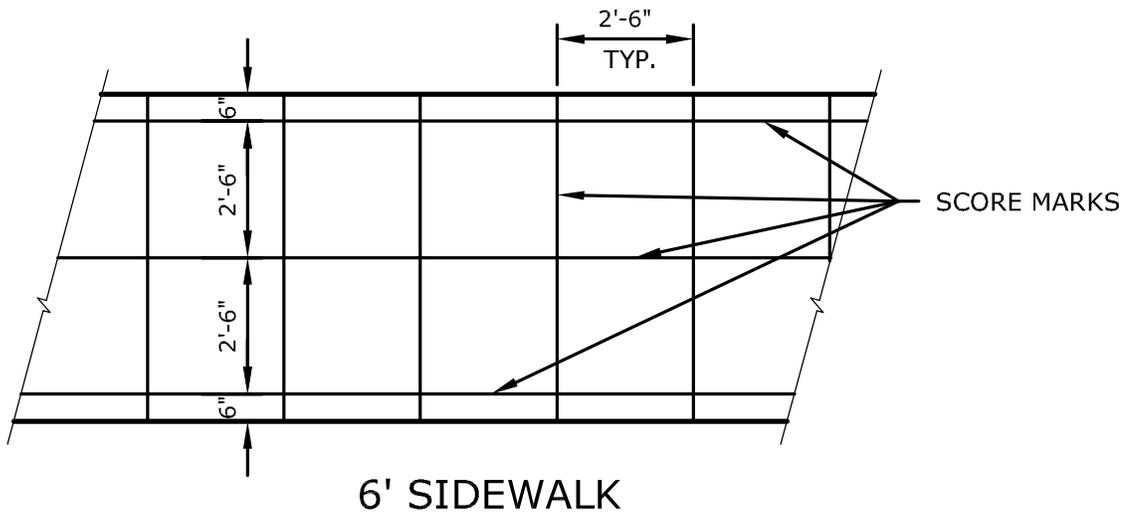
1/2" R TOOLED CONTROL JOINT

TYPICAL OF DI BOTH SIDES OF DI
24" VERTICAL CURB #13
18"

NOTE:
1" GAP BETWEEN GRATE FRAME AND HOOD

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NOTES

1. Contractor is to request approval of the scoring pattern prior to placement of concrete.
2. Score marks are $\frac{1}{8}$ " - $\frac{1}{4}$ " wide and $\frac{1}{4}$ " deep.
3. Expansion joints required per Standard Specifications.
4. Use color additive as directed by the engineer (approx. 1 lb/cy of lamp black color).

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SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related items

A. SCOPE OF WORK, SPECIFICATIONS, AND SPECIAL PROVISIONS

EXHIBIT B: HOLIDAY MORATORIUM STREETS

“Holiday Season Moratorium Streets” are defined as follows:

12th Ave., between Martin Luther King, Jr. Blvd and Sutterville Rd.
 21st St., between 4th Ave. and G St.
 24th St., between Knight Wy. and Meadowview Rd. and W St. and 2nd Ave.
 55th St., south of Fruitridge Rd.
 Alta Arden Expressway
 Arden Wy.
 Broadway
 Challenge Wy.
 Del Paso Blvd., south of Marysville Blvd.
 El Camino Ave.
 Ethan Wy.
 Evergreen St.
 Exposition Blvd.
 Fair Oaks Blvd.
 Florin Blvd.
 Folsom Blvd.
 Franklin Blvd.
 Freeport Blvd., within one block of all its side streets, between Broadway and Blair Ave.
 Fruitridge Rd., between Rickey Dr. and 59th St.
 Greenhaven Dr., between Havenhurst Dr. and Windbridge Dr.
 H St.
 Heritage Ln.
 Howe Ave.
 J St.
 La Mancha Wy.
 Mack Rd.
 Marconi Ave.
 Marysville Blvd., between Del Paso Boulevard and Bell Avenue
 Meadowgate Wy., between Munson Wy. and Franklin Blvd.
 Meadowview Rd.
 Munson Wy.
 Natomas Blvd.
 Northgate Blvd.
 Point West Wy.
 Power Inn Rd.
 Response Rd.
 Royal Oaks Dr.
 San Juan Rd.
 Stockton Blvd., and within one block of all its side streets, from Perry Ave. to the south limits of the City

Truxel Rd.
Valley Hi Dr. north of Wyndham
Wy. West El Camino Ave.

The above definition of "Holiday Season Moratorium Streets" may be modified at any time upon written notice to Contractor, as the City Traffic Engineer deems necessary.

In addition to the above-listed streets, no work shall be performed during the holiday season on any street in the area bound by the American River on the north, the Sacramento River on the west, one block south of Broadway on the south, and 34th Street on the east, without obtaining permission in writing from the City Traffic Engineer. All requests for consideration by the City Traffic Engineer shall be submitted thru the Inspector.

SECTION II – CONTRACT DOCUMENTS**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items****B. LOCAL BUSINESS ENTERPRISE REQUIREMENT**

The City of Sacramento's Local Business Development (LBE) program establishes an annual 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 participation goals established for this project in order to qualify as a responsible bidder.

The minimum LBE participation requirement for this project has been waived by the Director of Public Works.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

C. PUBLIC WORKS CONTRACTOR REGISTRATION AND REPORTING REQUIREMENTS

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 the City).

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 at (916) 808-5567.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

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

Essentials of public works contractor registration program:

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

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

Essentials of Public Works Enforcement Fund:

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

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

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

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

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

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

D. PREVAILING WAGE AND CERTIFIED PAYROLL REPORTING

All bidders shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code will be considered part of the contract agreement.

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>

1. Prevailing Wage Rates

Each Contractor to whom the contract is awarded and any subcontractor must pay the general prevailing wage rates as ascertained from time to time which shall be applicable to this project. Prevailing wages are required for locally funded projects over \$15,000 (for repair, maintenance) and over \$25,000 (for new construction). This is in compliance with SB7, as the City of Sacramento is a Charter City. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done.

Each Contractor and any subcontractor performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at:

<http://www.dir.ca.gov/DLSR/PWD/Determinations/Northern/Northern.pdf>

Each Contractor and any subcontractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work. In those projects where federal funds are involved, as indicated by reference to or the inclusion of the federal Wage Determination in these "Instructions to Bidders," the minimum wages to be paid shall be the highest of either the State or federal prevailing wage rates.

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday recognized by the Labor Unions, the contractor shall reimburse the City of Sacramento the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

2. Payroll Records

In accordance with Section 1776 of the Labor Code, each Contractor to whom the contract is awarded and any subcontractor shall maintain accurate payroll records. Electronic certified payroll records must be submitted to the City on a weekly basis, within ten days after the end of a pay period, through an online system designated by the City. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

E. ASSEMBLY BILL No. 219 PUBLIC WORKS: CONCRETE DELIVERY

In October 2015, California Assembly Bill No. 219 expanded the definition of “public works” to include the hauling and delivery of ready-mix concrete to a public works site, with respect to contracts involving any state agency or any political subdivision of the state.

Please see the attached legislative summary and text of AB 219.



AB-219 Public works: concrete delivery. (2015-2016)

Assembly Bill No. 219

CHAPTER 739

An act to add Section 1720.9 to the Labor Code, relating to public works.

[Approved by Governor October 10, 2015. Filed with Secretary of State October 10, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 219, Daly. Public works: concrete delivery.

Existing law defines "public works," for purposes of requirements regarding the payment of prevailing wages for public works projects, to include, among other things, the hauling of refuse from a public works site to an outside disposal location with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state. Existing law makes a willful violation of law relating to payment of prevailing wages on public works a misdemeanor.

This bill would expand the definition of "public works" for these purposes to include the hauling and delivery of ready-mixed concrete, as defined, to carry out a public works contract, with respect to contracts involving any state agency or any political subdivision of the state. The bill would require the applicable prevailing wage rate to be the rate for the geographic area in which the concrete factory or batching plant is located. The bill would require the entity hauling or delivering ready-mixed concrete to enter into a written subcontract agreement with, and to provide employee payroll and time records to, the party that engaged that entity, as specified. The bill would provide that these provisions apply to public works contracts awarded on or after July 1, 2016. By expanding the definition of a crime, this bill would impose a state-

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 1720.9 is added to the Labor Code, to read:

1720.9. (a) For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling and delivery of ready-mixed concrete to carry out a public works contract, with respect to contracts involving any state agency, including the California State University and the University of California, or any political subdivision of the state.

(b) For purposes of this section, "ready-mixed concrete" means concrete that is manufactured in a factory or a batching plant, according to a set recipe, and then delivered in a liquefied state by mixer truck for immediate incorporation into a project.

(c) For purposes of this section, the "hauling and delivery of ready-mixed concrete to carry out a public works contract" means the job duties for a ready mixer driver that are used by the director in determining wage rates pursuant to Section 1773, and includes receiving the concrete at the factory or batching plant and the return trip to the factory or batching plant.

(d) For purposes of this section, the applicable prevailing wage rate shall be the current prevailing wage, as determined by the director, for the geographic area in which the factory or batching plant is located.

(e) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall enter into a written subcontract agreement with the party that engaged the entity to supply the ready-mixed concrete. The written agreement shall require compliance with the requirements of this chapter. The entity hauling or delivering ready-mixed concrete shall be considered a subcontractor solely for the purposes of this chapter.

(f) The entity hauling or delivering ready-mixed concrete to carry out a public works contract shall submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the entity and to the general contractor

within three working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties in subdivision (c).

(g) This section applies to public works contracts that are awarded on or after July 1, 2016.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SECTION II – CONTRACT DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

F. APPRENTICE REQUIREMENTS

In accordance with Sacramento City code 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. Contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices on the ground of age, ancestry, color, disability, genetic information, gender (including gender identity and gender expression), marital status, medical condition, national origin, race, religion, sex, or sexual orientation. The prime contractor shall be responsible for complying with these provisions for all apprenticeable occupations.

“In the event that a contractor or subcontractor who chooses to employ apprentices fails to comply with the provisions of this section, the city may report the contractor or subcontractor to the director of industrial relations and the California Apprenticeship Council for action as necessary under Section 1777.7 of the California Labor Code.”

Please see the California Labor Code relating to Apprentices on Public Works Projects at the following links: <http://www.leginfo.ca.gov> and/or www.leginfo.ca.gov.

SECTION II – CONTRACT DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items**

**G. REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE
(EQUAL BENEFITS ORDINANCE)**

City of Sacramento

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, 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, 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 “A.”

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

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

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 Code (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
Procurement Services Division
915 I Street, Second 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 CODE

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
Procurement Services Division
915 I Street, Second 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.

**Maintenance and Repair of Curbs,
Gutters, Sidewalks and Related Items
Bid # B16151641033**

Addendum No. 1

- Item #1 The bid due date has not changed.
- Item #2 **The Pricing Schedule has been updated**. All unit prices offered must be submitted on the updated Pricing Schedule marked "Addendum 1."
Failure to submit prices on the updated schedule will result in the rejection of the bid, as "Non-Responsive."

Receipt and acknowledgement of Addendum No. 1 to B16151641033:

Contractor's Name: TJR Resources, Inc

Signature: 

Typed or Printed Name & Title: THOMAS E. MURPHY - PRESIDENT

Date: 3/30/16

ADDENDUM 1

III. BID PROPOSAL DOCUMENTS

**Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items
B16151641033**

B. PRICING SCHEDULE

**TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:**

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for the **Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items** in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
1	<u>CURB AND GUTTER REMOVAL AND REPLACEMENT</u>			
	171A	21" Vertical Curb & Gutter	LF	\$ 77.05
	171B	21" Rolled Curb & Gutter	LF	\$ 77.05
	171C	3' Vertical Curb & Gutter	LF	\$ 87.10
	171D	3' Rolled Curb & Gutter	LF	\$ 87.10
	171E	5' Vertical Curb & Gutter (Match Existing)	LF	\$ 99.70
	171F	5' Rolled Curb Gutter	LF	\$ 99.70
	171G	Gutter Overlay (3" Thick) – no removal	LF	\$ 7.25
	171H	Curb Only (Curb Type 14A, see detail on page 33)	LF	\$ 47.70
	171I	Curb Only (Curb Type 14, see detail on page 33)	LF	\$ 47.70
SUBTOTAL FOR LINE ITEM 1 – CURB AND GUTTER REMOVAL AND REPLACEMENT				\$ 630.35

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
2	<u>CURB AND GUTTER REMOVAL</u>			
	172A	AC Pavement Removal	Sq Ft	\$ 18.30
SUBTOTAL FOR LINE ITEM 2 – CURB AND GUTTER REMOVAL				\$ 18.30

TJR [Signature]

Addendum 1
Pricing Schedule
(Page 1 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
3	<u>REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS</u>			
	173A4	0 square feet to 100 square feet – 4"	Sq Ft	\$ 27.20
	173A6	0 square feet to 100 square feet – 6"	Sq Ft	\$ 28.45
	173B4	101 square feet to 300 square feet – 4"	Sq Ft	\$ 19.35
	173B6	101 square feet to 300 square feet – 6"	Sq Ft	\$ 19.70
	173C4	301 square feet to 500 square feet – 4"	Sq Ft	\$ 19.70
	173C6	301 square feet to 500 square feet – 6"	Sq Ft	\$ 22.60
	173D4	501 square feet and over – 4"	Sq Ft	\$ 19.70
	173D6	501 square feet and over – 6"	Sq Ft	\$ 22.60
	173E	Removal of Sidewalk, Plus Fill – (if a portion of the sidewalk or park strip is to be removed and not replaced, this amount will be deducted if the property owner or City performs the work)	Sq Ft (per 4" depth)	\$ 27.80
	173F	Aggregate Base – (max 4" lifts) (as per Section 10.7, City of Sacramento Standard Spec for class 2 aggregate base)	Sq Ft	\$ 9.05
	173G	Additional Score Lines to Match Adjacent Sidewalk (including Historical Sidewalk Scoring Pattern, see detail on page 36)	Sq Ft	\$ 6.75
SUBTOTAL FOR LINE ITEM 3				\$ 222.90
- REMOVE AND REPLACE SIDEWALK, ALLEY, AND DRIVEWAY CUTS				

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
4	<u>DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT</u>			
	174A	4" Thick Driveway, Remove and Replace, 100 square feet or less	Sq Ft	\$ 27.20
	174B	4" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 19.35
	174C	6" Thick Driveway, Remove and Replace, less than 100 square feet	Sq Ft	\$ 28.45
	174D	6" Thick Driveway, Remove and Replace, 101 square feet or more	Sq Ft	\$ 19.70
SUBTOTAL FOR LINE ITEM 4				\$ 94.70
- DRIVEWAY APPROACHES REMOVAL AND REPLACEMENT				

Addendum 1
Pricing Schedule
(Page 2 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
5	<u>TREE ROOT REMOVAL</u>			
	175A	Tree Root Removal	Sq Ft of Surface	\$ 9.70
SUBTOTAL FOR LINE ITEM 5 - TREE ROOT REMOVAL				\$ 9.70

ITEM No.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEAS.	PRICE PER UNIT
6	<u>MISCELLANEOUS SERVICES</u>			
	176A	V-Gutter Removal and Replacement	LF	\$ 36.05
	176B	Gutter Drain, Setting Drain, Type 20's	EA	\$ 587.50
	176C	Set Hood and Grate for A&B Boxes, Including Dig Out and Mortar Finish Inside of the Installed Box	EA	\$ 783.35
	176D	Bus Stops, 3' Rolled, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 48.00
	176E	Bus Stops, 3' Vertical, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 48.00
	176F	Bus Stops, 5' Rolled, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 74.70
	176F1	Bus Stops, 5' Vertical, 10" thick, Includes Rebar (Remove and replace)	LF	\$ 74.70
	176G	Curb Ramps (Remove and replace; City will provide the truncated dome tile)	Sq Ft	\$ 30.45
	176H	Curb Ramps, Historical (Remove and replace)	Sq Ft	\$ 18.80 38.45
	176H1	Install Truncated Domes. (Remove and replace cast-in-place truncated domes; City will provide the truncated dome tile)	EA	\$ 195.85
	176I	Concrete Saw Cutting (shall be done with a power driven abrasive type saw, minimum depth 3-1/2")	LF	\$ 8.60
	176J	Replace Backfill Area with Sod - as requested. (total to include cost of sod, labor to install and pick-up of materials)	Sq Ft	\$ 12.85
SUBTOTAL FOR LINE ITEM 6 - MISCELLANEOUS SERVICES				\$ 1938.50

BID TOTAL (Sum of Subtotals 1, 2, 3, 4, 5, and 6, above)	\$ 2914⁴⁵
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Company Name: TJR Resources, Inc

Addendum 1
Pricing Schedule
(Page 3 of 4)

ADDENDUM 1
to
B16151641033

PRICING SCHEDULE (continued)

Pricing Schedule Notes:

1. In determining the amount bid by each bidder, the 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 face of 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.
2. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity of work to be performed for said item, the item 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 bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the City's estimate of the estimated quantities of work to be performed as items of work.
3. 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 deemed *Non-Responsive* and disregarded.
4. The Contractor submitting this Bid Proposal has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the Contractors in making up this Bid Proposal.

Addendum No. 1 L 3/30/16
Addendum No. 2 N/A
Addendum No. 3 N/A
Addendum No. 4 N/A

CONTRACTOR:

TJR Resources, Inc

By: MCL

(Signature)

Title: THOMAS E. MURPHY, PRESIDENT

Address: 11257 Coloma Rd STE B7
(No P.O. Box - Physical Address ONLY)

Pancho Cordova CA 95670
(City) (State) (ZIP Code)

Telephone No.: 888.423.7789

Fax No.: 888.423.7789

Federal Tax ID # or Social Security #:

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

46-2041689

eMail: tom.murphy@TJRresources.com

Contractor's License No.: 989449, Classification: A3B, expiring on (date) 12/31/2017

Contractor's DIR Public Works Contractor Registration Number 100003513

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

G. 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:**
#989449 A.B Exp 12/31/2017
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
 Yes No
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No

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

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

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

Yes No Not applicable

OR

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

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

Yes No Not applicable

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

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

Yes No

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

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

Yes No

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

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

Yes No

OR

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

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

VERIFICATION AND SIGNATURE

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

Signed at RANCHO CORDOVA, CA, on 3/30/16.
(Location) (Date)

Signature: 

Print name: THOMAS E. MURPHY

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.

**EQUAL BENEFITS ORDINANCE
DECLARATION OF COMPLIANCE**

TJR Resources, Inc
Name of Contractor

11257 Coloma Rd Ste B7 Rancho Cordova, CA 95670
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") 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 of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000 in total value.
4. 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.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)

5. 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.

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Continued)**

- 6. I understand that failure to comply with the provisions of Section 5. (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.
- 7. 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.
- 8. 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 EBO 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.
- 9. 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 City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.


Signature of Authorized Representative

3/30/16
Date

THOMAS E. MURNIGH
Print Name

PRESIDENT
Title

SECTION III – BID PROPOSAL DOCUMENTS

Maintenance and Repair of Curbs,
Gutters, Sidewalks, and Related Items

H. 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.

TJR Resources, Inc
Bidder
BY: [Signature]
Title: THOMAS E. Murphy, - President
Address: 11257 Coloma Rd Ste B7
Rancho Cordova, CA 95670
Date: 3/30/16

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)

Fiscal Year 2017 - Price Sheet
Maintenance and Repair of Curbs, Gutters, Sidewalks, and Related Items

CODE	DESCRIPTION OF WORK	UNIT	PRICE	DIMENSIONS	QTY	CODE
1. CURB AND GUTTER REMOVAL AND REPLACEMENT						
1A	21" Vertical Curb & Gutter	LF	\$63.42		=	171A
1B	21" Rolled Curb & Gutter	LF	\$56.02		=	171B
1C	3' Vertical Curb & Gutter	LF	\$62.96		=	171C
1D	3' Rolled Curb & Gutter	LF	\$58.84		=	171D
1E	5' Vertical Curb & Gutter (Match Existing)	LF	\$76.59		=	171E
1F	5' Rolled Curb Gutter	LF	\$78.08		=	171F
1G	Gutter Overlay (3" Thick) -- no removal	LF	\$14.78		=	171G
1H	Curb Only (Curb Type 14A)	LF	\$34.38		=	171H
1I	Curb Only (Curb Type 14)	LF	\$32.89		=	171I
2. CURB & GUTTER REMOVAL						
2A	AC Pavement Removal	LF	\$10.80		=	172A
3. REMOVE AND REPLACE SIDEWALK, ALLEY AND DRIVEWAY CUTS						
3A4	0 square feet to 100 square feet -- 4"	SQFT	\$19.38	X	=	173A4
3A6	0 square feet to 100 square feet -- 6"	SQFT	\$20.20	X	=	173A6
3B4	101 square feet to 300 square feet -- 4"	SQFT	\$16.92	X	=	173B4
3B6	101 square feet to 300 square feet -- 6"	SQFT	\$16.35	X	=	173B6
3C4	301 square feet to 500 square feet -- 4"	SQFT	\$14.60	X	=	173C4
3C6	301 square feet to 500 square feet -- 6"	SQFT	\$15.39	X	=	173C6
3D4	501 square feet and over -- 4"	SQFT	\$12.95	X	=	173D4
3D6	501 square feet and over -- 6"	SQFT	\$14.50	X	=	173D6
3E	Removal of Sidewalk, Plus Fill	SQFT	\$7.20	X	=	173E
3F	Aggregate Base (max 4" lifts)	SQFT	\$4.52	X	=	173F
3G	Additional Score Lines to Match Adj. SW	SQFT	\$1.74	X	=	173G
4. DRIVEWAY APPROACHES REMOVE AND REPLACE						
4A	4" Thick remove & replace <100sqft	SQFT	\$19.27	X	=	174A
4B	4" Thick remove & replace >100sqft	SQFT	\$17.17	X	=	174B
4C	6" Thick remove & replace <100sqft	SQFT	\$20.62	X	=	174C
4D	6" Thick remove & replace >100sqft	SQFT	\$18.00	X	=	174D
5. TREE ROOT REMOVAL						
5A	Tree Root Removal	SQFT	\$8.85	X	=	175A
6. MISCELLANEOUS SERVICES						
6A	V-Gutter Removal and Replacement	SQFT	\$45.94	X	=	176A
6B	Gutter Drain, Setting Drain, Type 20's	SQFT	\$159.03	X	=	1 6B
6C	Set Hood and Grate for A&B Boxes	EA	\$304.53		=	176C
6D	Bus Stops, 3' Rolled, 10" thick	EA	\$73.43		=	176D
6E	Bus Stops, 3' Vertical, 10" thick	LF	\$79.04		=	176E
6F	Bus Stops, 5' Rolled, 10" thick	LF	\$94.87		=	176F
6F1	Bus Stops, 5' Vertical, 10" thick	LF	\$97.84		=	176F1
6G	Curb Ramps	SQFT	\$26.64	X	=	176G
6H	Curb Ramps, Historical (R&R)	SQFT	\$31.31	X	=	176H
6H1	Install Truncated Domes	EA	\$154.77		=	176H1
6I	Concrete Saw Cutting	LF	\$7.60		=	176I
6J	Replace Backfill Area with Sod	SQFT	\$6.31	X	=	176J
7. OTHER CUSTOM WORK						
7A	Custom Work	EA			=	177A

CPI: (N/A)

A* Arborist fee is \$110.00 for two hours.