



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2018-01377

Published for 10-Day Review 10/18/2018

Review Item 02

Title: (Agreements/Contracts for Review) Contracts: Water Meter Retrofits for the Accelerated Water Meter Program (AWMP) Multiple Award Task Order Contract (MATOC) Package 5A

Location: Districts 3, 4, 5, and 6

Recommendation: Accept and publish for review a Motion approving the contract plans and specifications for Construction Services for the AWMP Package 5A, and awarding the contract to Florez Paving, for an amount not-to-exceed \$13,692,149; and continuing to October 30, 2018 for approval.

Contact: Marc Lee, Senior Engineer (916) 808-7481; Michelle Carrey, Supervising Engineer (916) 808-1438; Dan Sherry, Engineering & Water Resources Division Manager, (916) 808-1419; Department of Utilities

Presenter: None

Attachments:

1-Description/Analysis

2-Contract, Florez Paving (Water Meter Retrofits for the AWMP Package 5A)

7-MATOC Process Outline

Description/Analysis

Issue Detail: Staff recommends Council award a construction contract to Florez Paving, as part of the Water Meter Retrofits for the AWMP MATOC Package 5A to install 6,577 new water meters.

Policy Considerations: City Council approval is required to award construction contracts of \$100,000 or more. Additionally, all agreements greater than \$1,000,000 must be posted on the City's website and made available to the public at least ten days prior to the Council action.

On August 4, 2016, City Council approved the use of the MATOC procurement method for the AWMP contracts. The MATOC process utilizes Request for Qualifications (RFQ) and Request for Proposals (RFP) processes to select and award multiple contracts based on proposals from pre-qualified contractors, to maximize quality assurance and customer service, and to complete the AWMP in a coordinated, cost-effective, and timely manner. Award of this contract to this Contractor from the Master List of prequalified contractors is the next step in the MATOC process.

Economic Impacts: This project is expected to create 54.77 total jobs (31.49 direct jobs and 23.28 jobs through indirect and induced activities) and create \$8,454,012 in total economic output (\$5,328,628 of direct output and another \$3,125,384 of output through indirect and induced activities).

Environmental Considerations: The actions to be approved would implement the AWMP. The AWMP project components have been reviewed pursuant to the California Environmental Quality Act (CEQA) and Notices of Determination have been filed. On May 4, 2017, the City Council approved the environmental review for the AWMP Package 5 projects as a subsequent project under the Master Environmental Impact Report for the 2035 General Plan, pursuant to the CEQA. None of the circumstances identified in CEQA Guidelines section 15162 (substantial changes in the project or circumstances, receipt of new information of substantial importance, or mitigation measures that would not be implemented) are present. No additional environmental review is required.

Sustainability: The AWMP supports the goals of the City's Sustainability Master Plan by improving water conservation awareness through metered billing with a monthly statement of water usage to customers. Water meter installation also furthers the City's progress in implementing the Water Forum Agreement and the California Urban Water Conservation Council Best Management Practices 1, 4, and 7.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: To meet the AWMP installation schedule and select the most qualified contractors to perform the work, Council approved using an alternative, competitive procurement process (MATOC), which is a contractor selection process based on qualifications, performance-based criteria, and pricing. On December 13, 2016, the City Council approved the Master List of prequalified contractors for the AWMP.

The AWMP Master List includes the following 12 contractors (listed alphabetically):

- Florez Paving
- Granite Construction
- Lund Construction Co.
- Marques Pipelines, Inc.
- McGuire & Hester
- Navajo Pipelines, Inc.
- Ranger Pipelines, Inc.
- Rawles Engineering, Inc.
- T&S Construction Co., Inc.
- Teichert Construction
- Doug Veerkamp General Engineering
- West Valley Construction

The RFP for AWMP Package 5A was issued on July 20, 2018. The only project included in AWMP Package 5A was the Water Meter Retrofits. Only pre-qualified contractors on the AWMP Master List and contractors that attended a pre-bid meeting held on August 1, 2018, were eligible to respond to the RFP. The City received three proposals on August 30, 2018. A Selection Committee comprised of Department of Utilities and Department of Public Works staff evaluated and ranked the proposals based on the evaluation criteria below:

Table 1: Proposal Evaluation Criteria and Scoring

Evaluation Criteria / Proposal Component	Maximum Possible Score
Proposal Section 1 - General Information	Pass / Fail
Proposal Section 2 - Management Approach	5
Proposal Section 3 - Delivery Approach	5
Proposal Section 4 - Demonstrated Performance	20
Proposal Section 5 - Local Hiring Program Commitment	10
Proposal Section 6 - Proposal Forms	Pass / Fail
Proposal Section 7 - Price Proposal	60
TOTAL	100

A unified cost estimating approach is being applied to the AWMP. Engineer's Estimates for each project are based upon anticipated quantities of common pay item unit costs. These costs are updated as each Package of the AWMP is issued. There are numerous differences between projects that can lead to variability in actual individual unit prices. Some of these differences include: number of structures (e.g. pools, sheds, extra garages, etc.) to work around, number of trees to protect and roots to manage; age of existing homes and infrastructure; proximity and amount of space to stage materials; project schedule; workforce availability, etc. Package 5A pricing falls in line with the total Engineers' estimated values. The total Engineers' estimated price for Package 5A is \$14,729,400.

The City received proposal submittals from the following three Master List Contractors (in alphabetical order):

- Florez Paving
- Marques Pipelines, Inc.
- Teichert Construction

In the evaluation of the proposals, Florez Paving was the top-ranked Proposer. The City accepted Florez Paving's cost proposal of \$13,692,149, which is 7.5% below the Engineer's Estimate of \$14,729,400.

Financial Considerations: The construction contract with Florez Paving for the Water Meter Retrofits for the AWMP has a not-to-exceed amount of \$13,692,149. There is sufficient funding in the Residential Water Metering Program (Z14010000) to fund this project.

Funding for the Water Meter Retrofits for the AWMP may be provided in full or in part with the State Water Resources Control Board's State Revolving Fund. California's Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.

There are no General Funds allocated or planned for these projects.

Local Business Enterprise (LBE): Florez Paving is an LBE and has committed to providing 40% local hire from the AWMP's identified local hire areas that include the City's priority zip codes and promise zone areas.

Background: On August 4, 2016, the City Council approved the use of an alternative, competitive procurement process to ensure that the AWMP can be completed by December 31, 2020. This process, referred to as the Multiple Assignment Task Order Contracts (MATOC) procurement process, utilizes an RFQ process to pre-qualify contractors to develop a Master List of qualified contractors to perform this work, then uses RFP processes to select

contractors from the Master List to perform specific projects as part of the AWMP. An outline of the MATOC process is included with this report.

As part of the AWMP, the City has developed an extensive public outreach program to ensure quality service and enhanced communication with residents and water customers which includes the following:

- The AWMP has been branded "Meters Matter", so that all the projects are easily identifiable
- A program website (www.MetersMatter.com) and a mobile app were developed to improve access to up-to-date information for customers and stakeholders
- An information phone line is available to customers and stakeholders if they have questions regarding the program
- Advertising and social media are being utilized to raise awareness and address concerns
- The AWMP includes coordination with stakeholders and district councilmembers
- Informational letters and an open house invitation are sent to all residences within the project areas
- Open houses are held, prior to construction, to inform residents of the project in their neighborhood and any related construction activities that are to be expected
- Contractors will hand-deliver notices one week and 24-48 hours before construction
- Contractors will post project signs for water main replacements throughout the neighborhood
- Contractors will place branded barricades that move with the construction for retrofit projects
- Water conservation packets are provided to residents following water meter installation

This project will install approximately 6,577 water meters on existing unmetered water services within the project limits.

ENGINEERING SERVICES DIVISION

CONTRACT SPECIFICATIONS
FOR
WATER METER RETROFITS FOR THE AWMP
PN: Z14010106
B19141321002
Engineer's Estimate: \$14,730,000

For Pre-Proposal Information Call:

Marc Lee
Department of Utilities
Engineering and Water Resources
(916) 808-7481

Proposal to be submitted before **3:00 PM**
AUGUST 30, 2018
to PlanetBids

Contractor's Name: Florez Brothers Inc. dba Florez Paving

CITY OF SACRAMENTO

CONTRACTOR PRICE PROPOSAL FORM - FINAL (TO BE COMPLETED FOLLOWING
CONTRACT NEGOTIATIONS)

**WATER METER RETROFITS FOR THE AWMP
(PN: Z14010106) (B19141321002)**

Refer to RFP Section B, Subsection 3 for instructions for completing the Contractor Price Proposal Form.

Group	Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
General						
General (A)	A-1	Construction Photographs or Video	1	LS	\$200,000.00	\$200,000.00
	A-2	Mobilization (Note: The maximum proposal pay item amount for "Mobilization" shall be three (3) percent or less of the total base price.)	1	LS	\$375,000.00	\$375,000.00
2" and Smaller Water Service Meter Box and Lid						
2-Inch and Smaller Water Service Meter Box & Lid (B)	B-1	Furnish 1-inch Water Service Box and Lid – Non-Traffic Rated	4,547	EA	\$90.00	\$409,230.00
	B-2	Furnish 1.5- and 2-inch Water Service Box and Lid – Non-Traffic Rated	77	EA	\$120.00	\$9,240.00
	B-3	Furnish 1-inch Water Service Meter Box and Lid – Sidewalk Rated (Tier 15)	1,732	EA	\$160.00	\$277,120.00
	B-4	Furnish 1.5- and 2-inch Water Service Meter Box and Lid – Sidewalk Rated (Tier 15)	21	EA	\$250.00	\$5,250.00
	B-5	Furnish 1-inch Water Service Meter Box and Lid – Traffic Rated (H-20)	93	EA	\$350.00	\$32,550.00
	B-6	Furnish 1.5- and 2-inch Water Service Meter Box and Lid – Traffic Rated (H-20)	6	EA	\$550.00	\$3,300.00
	B-7	Furnish 1-inch Water Service Meter Box and Lid – Traffic Rated (Tier 22)	17	EA	\$175.00	\$2,975.00
	B-8	Furnish 1.5- and 2-inch Water Service Meter Box and Lid – Traffic Rated (Tier 22)	3	EA	\$300.00	\$900.00

Group	Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
Furnish and Install Meter (C)	C-1	Furnish and Install 1-inch Meter in Pre-Existing Meter Box	1	EA	\$550.00	\$550.00
2-inch and Smaller Meter Retrofit, Non-Backyard, Front/Side of Property (D)	D-1	Meter Retrofit of 1-inch Water Service, Non-Backyard	4,379	EA	\$1,400.00	\$6,130,600.00
	D-2	Meter Retrofit of 1.5-inch Water Service, Non-Backyard	13	EA	\$2,200.00	\$28,600.00
	D-3	Meter Retrofit of 2-inch Water Service, Non-Backyard	23	EA	\$3,100.00	\$71,300.00
	D-4	Meter Retrofit of 1.5-inch Irrigation Water Service, Non-Backyard	0	EA	\$ _____	\$ _____
	D-5	Meter Retrofit of 2-inch Irrigation Water Service, Non-Backyard	1	EA	\$3,500.00	\$3,500.00
2-inch and Smaller Meter Retrofit, Backyard (E)	E-1	Meter Retrofit of 1-inch Water Service, Backyard	1,549	EA	\$1,700.00	\$2,633,300.00
	E-2	Meter Retrofit of 1.5-inch Water Service, Backyard	52	EA	\$2,500.00	\$130,000.00
	E-3	Meter Retrofit of 2-inch Water Service, Backyard	5	EA	\$3,600.00	\$18,000.00
	E-4	Meter Retrofit of 1.5-inch Irrigation Water Service, Backyard	0	EA	\$ _____	\$ _____
	E-5	Meter Retrofit of 2-inch Irrigation Water Service, Backyard	0	EA	\$ _____	\$ _____
2-inch and Smaller Water Service Installation, Main to Rear of Property (F)	F-1	Furnish and Install Hybrid Water Service, Main to Rear of Property	15	EA	\$4,000.00	\$60,000.00
	F-2	Furnish and Install 1.5-inch Water Service, Main to Rear of Property	0	EA	\$ _____	\$ _____
	F-3	Furnish and Install 2-inch Water Service, Main to Rear of Property	0	EA	\$ _____	\$ _____
	F-4	Furnish and Install 1.5-inch Irrigation Water Service, Main to Rear of Property	0	EA	\$ _____	\$ _____
	F-5	Furnish and Install 2-inch Irrigation Water Service, Main to Rear of Property	0	EA	\$ _____	\$ _____
2-inch and Smaller Water Service Installation, Main to Front/Side of Property	G-1	Furnish and Install Hybrid Water Service, Main to Front/Side of Property	4	EA	\$3,800.00	\$15,200.00
	G-2	Furnish and Install 1.5-inch Water Service, Main to Front/Side of Property	0	EA	\$ _____	\$ _____
	G-3	Furnish and Install 2-inch Water Service, Main to Front/Side of Property	0	EA	\$ _____	\$ _____

Group	Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
e of Property (G)	G-4	Furnish and Install 1.5-inch Irrigation Water Service, Main to Front/Side of Property	0	EA	\$ _____	\$ _____
	G-5	Furnish and Install 2-inch Irrigation Water Service, Main to Front/Side of Property	0	EA	\$ _____	\$ _____
2-inch and Smaller Water Service Installation, Main to Existing Non-Backyard Service at Front/Side of Property (H)	H-1	Furnish and Install 1-inch Water Service, Main to Existing Non-Backyard Service	0	EA	\$ _____	\$ _____
	H-2	Furnish and Install 1.5-inch Water Service, Main to Existing Non-Backyard Service	0	EA	\$ _____	\$ _____
	H-3	Furnish and Install 2-inch Water Service, Main to Existing Non-Backyard Service	0	EA	\$ _____	\$ _____
	H-4	Furnish and Install 1.5-inch Irrigation Water Service, Main to Existing Non-Backyard Service	0	EA	\$ _____	\$ _____
	H-5	Furnish and Install 2-inch Irrigation Water Service, Main to Existing Non-Backyard Service	0	EA	\$ _____	\$ _____
2-inch and Smaller Water Service Installation, Existing Main to Existing Backyard Service (I)	I-1	Furnish and Install 1-inch Water Service, Backyard Main to Existing Backyard Service	8	EA	\$4,000.00	\$32,000.00
	I-2	Furnish and Install 1.5-inch Water Service, Backyard Main to Existing Backyard Service	0	EA	\$ _____	\$ _____
	I-3	Furnish and Install 2-inch Water Service, Backyard Main to Existing Backyard Service	0	EA	\$ _____	\$ _____
	I-4	Furnish and Install 1.5-inch Irrigation Water Service, Backyard Main to Existing Backyard Service	0	EA	\$ _____	\$ _____
	I-5	Furnish and Install 2-inch Irrigation Water Service, Backyard Main to Existing Backyard Service	0	EA	\$ _____	\$ _____
2-inch and Smaller Water Service Furnish and Installation	J-1	Furnish and Install Hybrid Water Service, Main to Rear of Property without New Meter	0	EA	\$ _____	\$ _____
	J-2	Furnish and Install 1.5-inch Water Service, Main to Rear of Property without New Meter	0	EA	\$ _____	\$ _____
	J-3	Furnish and Install 2-inch Water Service, Main to Rear of Property without New Meter	0	EA	\$ _____	\$ _____

Group	Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
without Meter (J)	J-4	Furnish and Install Hybrid Water Service, Main to Front/Side of Property without New Meter	0	EA	\$ _____	\$ _____
	J-5	Furnish and Install 1.5-inch Water Service, Main to Front/Side of Property without New Meter	0	EA	\$ _____	\$ _____
	J-6	Furnish and Install 2-inch Water Service, Main to Front/Side of Property without New Meter	0	EA	\$ _____	\$ _____
	J-7	Furnish and Install 1-inch Water Service, Main to Non-Backyard Service without New Meter	0	EA	\$ _____	\$ _____
	J-8	Furnish and Install 1.5-inch Water Service, Main to Non-Backyard Service without New Meter	0	EA	\$ _____	\$ _____
	J-9	Furnish and Install 2-inch Water Service, Main to Non-Backyard Service without New Meter	0	EA	\$ _____	\$ _____
Replace 2-inch and Smaller Substandard Water Service (K)	K-1	Replace 2-inch and Smaller Substandard Water Service, Main to Public ROW Service	610	EA	\$1,475.00	\$899,750.00
	K-2	Replace 2-inch and Smaller Substandard Water Service, Main to Backyard Service	231	EA	\$1,400.00	\$323,400.00
Other 2-inch and Smaller Water Service Pay Items (L)	L-1	Furnish and Install Additional 2-inch and Smaller Water Service Lateral Pipe	2,000	LF	\$10.00	\$20,000.00
	L-2	Water Service Separation	20	EA	\$900.00	\$18,000.00
	L-3	Relocate Existing Meters (2-inch and smaller)	0	EA	\$ _____	\$ _____
	L-4	Relocate Existing Backflow Device (2-inch and smaller)	0	EA	\$ _____	\$ _____
	L-5	Abandon 2-inch and Smaller Water Service	72	EA	\$500.00	\$36,000.00
	L-6	Abandon 2-inch and Smaller Water Service, Furnish and Install Full Circle Clamp	8	EA	\$1,500.00	\$12,000.00
	L-7	Remobilization for Short Notice Change to Meter Location	20	EA	\$10.00	\$200.00
3" and Larger Water Services						
Install or Retrofit Aboveground Meter	M-1	Install or Retrofit 3-inch Aboveground Meter with Bypass	0	EA	\$ _____	\$ _____
	M-2	Install or Retrofit 4-inch Aboveground Meter with Bypass	0	EA	\$ _____	\$ _____

Group	Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
er with Bypass (M)	M-3	Install or Retrofit 6-inch Aboveground Meter with Bypass	2	EA	\$7,000.00	\$14,000.00
	M-4	Install or Retrofit 8-inch Aboveground Meter with Bypass	9	EA	\$8,800.00	\$79,200.00
Install or Retrofit Aboveground Meter without Bypass (N)	N-1	Install or Retrofit 3-inch Aboveground Meter without Bypass	0	EA	\$ _____	\$ _____
	N-2	Install or Retrofit 4-inch Aboveground Meter without Bypass	3	EA	\$4,500.00	\$13,500.00
	N-3	Install or Retrofit 6-inch Aboveground Meter without Bypass	1	EA	\$5,500.00	\$5,500.00
	N-4	Install or Retrofit 8-inch Aboveground Meter without Bypass	0	EA	\$ _____	\$ _____
Install or Retrofit Belowground Meter Retrofit with Bypass (O)	O-1	Install or Retrofit 3-inch Belowground Meter with Bypass	4	EA	\$7,500.00	\$30,000.00
	O-2	Install or Retrofit 4-inch Belowground Meter with Bypass	4	EA	\$8,000.00	\$32,000.00
	O-3	Install or Retrofit 6-inch Belowground Meter with Bypass	11	EA	\$10,000.00	\$110,000.00
	O-4	Install or Retrofit 8-inch Belowground Meter with Bypass	1	EA	\$16,000.00	\$16,000.00
Install or Retrofit Belowground Meter without Bypass (P)	P-1	Install or Retrofit 3-inch Belowground Meter without Bypass	0	EA	\$ _____	\$ _____
	P-2	Install or Retrofit 4-inch Belowground Meter without Bypass	1	EA	\$6,000.00	\$6,000.00
	P-3	Install or Retrofit 6-inch Belowground Meter without Bypass	1	EA	\$8,300.00	\$8,300.00
	P-4	Install or Retrofit 8-inch Belowground Meter without Bypass	0	EA	\$ _____	\$ _____
Swing Check Valves (Q)	Q-1	Furnish and Install 3-inch Swing Check Valve	0	EA	\$ _____	\$ _____
	Q-2	Furnish and Install 4-inch Swing Check Valve	0	EA	\$ _____	\$ _____
	Q-3	Furnish and Install 6-inch Swing Check Valve	2	EA	\$3,000.00	\$6,000.00
	Q-4	Furnish and Install 8-inch Swing Check Valve	9	EA	\$4,000.00	\$36,000.00

Group	Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
3-inch and Larger Water Service Box and Lid (R)	R-1	Furnish 3-inch and 4-inch Water Service Box and Lid – Non-Traffic Rated	7	EA	\$475.00	\$3,325.00
	R-2	Furnish 3-inch and 4-inch Water Service Box and Lid –Traffic Rated	2	EA	\$1,100.00	\$2,200.00
	R-3	Furnish 6-inch and 8-inch Water Service Box and Lid – Non-Traffic Rated	9	EA	\$2,000.00	\$18,000.00
	R-4	Furnish 6-inch and 8-inch Water Service Box and Lid – Traffic Rated	4	EA	\$2,500.00	\$10,000.00
3-inch and Larger Water Service (S)	S-1	Furnish and Install 4-Inch Water Service	0	LF	\$ _____	\$ _____
	S-2	Furnish and Install 6-Inch Water Service	0	LF	\$ _____	\$ _____
	S-3	Furnish and Install 8-Inch Water Service	0	LF	\$ _____	\$ _____
Other 3-inch and Larger Water Service Pay Items (T)	T-1	Relocate and Reconnect Existing Meters (3-inch and larger)	2	EA	\$7,000.00	\$14,000.00
	T-2	Relocate Existing Backflow Device (3-inch and larger)	2	EA	\$3,500.00	\$7,000.00
Water Mains and Associated Facilities						
Water Mains, Fire Hydrant Leads, and Water Service, Main to Meter (U)	U-1	Furnish and Install 4-Inch Diameter Water Main	0	LF	\$ _____	\$ _____
	U-2	Furnish and Install 6-Inch Diameter Water Main	0	LF	\$ _____	\$ _____
	U-3	Furnish and Install 8-Inch Diameter Water Main	0	LF	\$ _____	\$ _____
Ductile Iron Only Water Mains, Fire Hydrant	V-1	Furnish and Install 4-inch Diameter Ductile Iron Water Main	0	LF	\$ _____	\$ _____
	V-2	Furnish and Install 6-inch Diameter Ductile Iron Water Main	0	LF	\$ _____	\$ _____
	V-3	Furnish and Install 8-inch Diameter Ductile Iron Water Main	0	LF	\$ _____	\$ _____

Group	Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
Leads, and Water Service, Main to Meter (V)	V-4	Furnish and Install 12-inch Diameter Ductile Iron Water Main	0	LF	\$ _____	\$ _____
Gate Valves (W)	W-1	Furnish and Install 4-inch Diameter Gate Valve	0	EA	\$ _____	\$ _____
	W-2	Furnish and Install 6-inch Diameter Gate Valve	0	EA	\$ _____	\$ _____
	W-3	Furnish and Install 8-inch Diameter Gate Valve	0	EA	\$ _____	\$ _____
	W-4	Furnish and Install 12-inch Diameter Gate Valve	0	EA	\$ _____	\$ _____
Fire Hydrants (X)	X-1	Furnish and Install Standard Fire Hydrant	0	EA	\$ _____	\$ _____
	X-2	Existing Fire Hydrant to Remove	0	EA	\$ _____	\$ _____
Blow-offs (Y)	Y-1	Furnish and Install 2-Inch Diameter Blow-off	0	EA	\$ _____	\$ _____
	Y-2	Furnish and Install 4-Inch Diameter Blow-off	0	EA	\$ _____	\$ _____
Other Items (Z)	Z-1	Cut-In Connection to Existing Water System	0	EA	\$ _____	\$ _____
	Z-2	Tapping Connection to Existing Water System	0	EA	\$ _____	\$ _____
	Z-3	Water Quality, Erosion, and Pollution Control Plans and Measures	1	LS	\$50,000.00	\$50,000.00
	Z-4	Replace Traffic Signal Detector Loops	0	EA	\$ _____	\$ _____
	Z-5	Reserved	0		\$ _____	\$ _____
	Z-6	Remove or Abandon Existing Valves, Tees, Saddles and Water Mains	0	LS	\$ _____	\$ _____
	Z-7	Remove Fitting, Abandon 3-inch and Larger Service, and Repair Main	0	EA	\$ _____	\$ _____
	Z-8	Furnish and Install Cap for Main	0	EA	\$ _____	\$ _____
	Z-9	Remove and Replace Unsuitable Material	500	CY	\$1.00	\$500.00
	Z-10	Furnish and Install Trench Sheeting, Shoring, and Bracing	0	LS	\$ _____	\$ _____
	Z-11	Potholes	0	EA	\$ _____	\$ _____
	Z-12	Remove and Replace Additional Asphaltic Concrete Pavement	1,000	SQ FT	\$4.00	\$4,000.00

Group	Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
	Z-13	Remove and Replace Concrete	88,351	SQ FT	\$9.00	\$795,159.00
	Z-14	Repair Sewer Service	0	EA	\$500.00	\$_____
	Z-15	Temporary Potable Water Supply System	0	LS	\$_____	\$_____
	Z-16	2-inch and Smaller Short Side Service Relocation and Meter Retrofit, Non-backyard	445	EA	\$1,500.00	\$667,500.00
	Z-17	Furnish and Install Water Service, Meter to Rear of Property	4	EA	\$4,000.00	\$16,000.00
PROJECT PRICE SUBTOTAL (Sum of All Total Item Pricing)					\$13,692,149.00	

WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

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

Florez Brothers Inc. dba Florez Paving

Proposer

By: 

Title: President

Address: 4000 24th Street

Sacramento, CA 95822

Date: Sep. 24, 2018

PLEASE READ CAREFULLY BEFORE SIGNING

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

1. An individual using a firm name, sign: "John Doe, and individual doing business as Blank Company".
2. An individual doing business under his own name, sign: Your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, Co-Partner".
4. A corporation, sign: "Blank Company, by John Doe, Secretary". (Or other title)

AGREEMENT
(Construction Contract - Accelerated Water Meter Program)

THIS AGREEMENT, dated for identification _____, 2018 is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Florez Brothers Inc. dba Florez Paving ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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

- Notice to Contractors
- Request for Proposals (RFP)
- Contractor Price Proposal Form
- Contractor Project Duration Commitment Form
- Subcontractor and Local Business Enterprise Participation Form
- Drug-Free Workplace Policy and Affidavit
- Construction and Demolition (C&D) Debris Recycling Requirements
- Workers' Compensation Insurance Certification
- Federal or State funding requirements (if applicable)
- Local Business Enterprise (LBE) Requirements
- Requirements of the Non-Discrimination in Employee Benefits Code
- Ban-The-Box Requirements
- Addenda, if any
- This Agreement
- Standard Specifications
- Special Provisions
- Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract
- Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders

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

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

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

4. SCOPE OF CONTRACT

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

WATER METER RETROFITS FOR THE AWMP (PN: Z14010106)

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

6. PROGRESS PAYMENTS

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

- A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the fifteenth (15th) 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.

The process described above shall be in accordance with the procedures outlined in the Special Provisions.

- B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- C. Contractor shall not be paid for any defective or improper Work.
- D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.
- E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.
- F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence and diligently prosecute the Work to final Completion in accordance with Contractor's approved schedule. The phase "commence the Work" means to engage in activities including, but not limited to, construction administration, pre-construction photography and documentation, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the

Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the prosecution of Work by Contractor in accordance with Contractor's approved schedule shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The Work shall be substantially complete, as defined in Section 1 of the Standard Specifications on or before **October 8, 2019** (hereinafter called "Substantial Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

The entire Work shall be brought to final completion in the manner provided for in the Contract Documents on or before **October 22, 2019** (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to bring the Work into conformance with being "Substantially Complete" by the Substantial Completion Date and failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

12. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Contract.

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT SUBSTANTIALLY COMPLETED OR 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 was not substantially complete, or the entire Work was not completed, within the times specified herein, are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an engineering staff; prolonged costs of administration, inspection, and supervision; increased

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operational expenses and/or impaired operation of other facilities dependent upon substantial completion or 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 substantial completion or completion of the project. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amounts 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 achieving substantial completion or completion of the Work, and shall be presumed to be the amount of damages sustained by the failure of Contractor to do so within the times specified herein.

- B. Contractor shall pay liquidated damages to City for failure of the Work to be substantially complete, as defined in Section 1 of the Standard Specifications, by the Substantial Completion Date (as extended in accordance with the Contract Documents, if applicable), in the amount of **\$1,500 (one thousand five hundred dollars)** for each calendar day after the Substantial Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the Work is accepted as substantially complete. 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. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **\$500 (five hundred dollars)** for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default. The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

Required Completion: October 22, 2019

The above required completion is a fixed date that is based on the inclusion of 15 weather days on critical path work. Contractor is responsible for having sufficient staff and equipment needed to meet the required completion date.

CONTRACTOR'S ACKNOWLEDGEMENT: SF

- D. 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) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.
- (4) 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. 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

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insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; 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 (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

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

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have

expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

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

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

28. TERMINATION FOR BREACH OF CONTRACT

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

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

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not

limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

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

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

- A. The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.
- B. The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

33. NON-DISCRIMINATION IN EMPLOYEE BENEFITS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code." By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor's compliance. Any violation by Contractor of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies.

34. CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

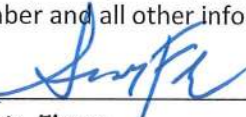
This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.62, entitled “Ban-The-Box Requirements.” By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor’s compliance. Any violation by Contractor of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies. Contractor agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

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 Sep. 24, 2018

BY 
Sam Flores
Print Name
President
Title

BY _____

Print Name _____

Title _____

1000000863

DIR Registration #

68-0426586

Federal ID#

440-4813-0

State ID#

94908

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

Type of Business Entity (*check one*):

____ Individual/Sole Proprietor

____ Partnership

☒ Corporation

____ Limited Liability Company

____ Other (*please specify:* _____)

CITY OF SACRAMENTO

a municipal corporation

DATE _____

BY _____

For: Howard Chan, City Manager

Original Approved As To Form:

Attest:

City Attorney

City Clerk

AGREEMENT

Multiple Assignment Task Order Contracting (MATOC) Process Outline

Accelerated Water Meter Program (AWMP)

The Department of Utilities (DOU) will utilize a procurement process sometimes referred to as MATOC, which involves selection and award of multiple task order contracts to a pre-qualified pool of Contractors based on the Contractors' qualifications, capacity, performance-based criteria, and pricing. This is a multi-step process consisting of a Request for Qualifications, Council approval of a Master List of pre-qualified Contractors, issuance of Requests for Proposals, and Council award of Task Order contracts. The process is outlined below:

- 1. Request for Qualifications (RFQ)**
 - DOU issues a request for letters of interest (LOI) from the contracting community to gauge interest in the AWMP.
 - After receiving LOIs, DOU issues RFQ soliciting financial, technical, and managerial qualifications and other pertinent information from contracting community.
 - Interested Contractors provide Statement of Qualifications (SOQ) submittals and estimated unit cost pricing for AWMP work to DOU.
 - DOU evaluates SOQ submittals in accordance with the RFQ criteria to create a Master List pool of pre-qualified Contractors.
- 2. Approval of Master List of pre-qualified Contractors**
 - DOU recommends that City Council approve the Master List of the pre-qualified Contractors from the RFQ process.
 - Additional RFQ processes may be conducted over duration of the AWMP to add pre-qualified Contractors to the Master List, if needed.
- 3. Request for Proposals (RFP)**
 - DOU divides AWMP into various Task Orders. Each Task Order is a contract for a project area.
 - DOU issues RFPs for specific Task Orders to all Contractors on Master List, requesting scope, schedule, pricing, local hire participation and other information relative to performance of the Task Order work.
 - Contractors submit Proposals containing technical and pricing information.
 - DOU evaluates Contractor Proposals in accordance with the RFP criteria and negotiates Task Order terms and pricing with selected Contractors.

- Evaluation of a Contractor will consider Contractor's performance of prior Task Order(s), as well as the Contractor's pricing, local hire participation and capacity to perform the Task Order work.
 - Contractor's pricing will be compared to what the Contractor submitted in the RFO process, and all recent similar contracts DOU has awarded over the past 5 years through the traditional design-bid-build process.
4. Award of Task Order Contracts
- DOU recommends Council award of individual Task Order Contracts to Contractors selected through the RFP process.
 - It is currently estimated that each Task Order Contract will range between 2 and 15 million dollars.
5. Multiple Assignment of Task Order Contracts
- DOU anticipates between 5 and 10 Task Order Contracts will be awarded each year for the duration of the AWMP.
 - Upon or near completion of each Task Order Contract, DOU will evaluate the performance and capacity of each Contractor to ensure they continue to meet the City's expectations.
 - If the Contractor performs well, they are placed back in the queue with the other pre-qualified Contractors on the Master List for the next Task Order RFP.
 - Steps 3, 4, and 5 are repeated until all AWMP work is completed.