Title: Freeport Blvd Combined Sewer Replacement (4th Avenue to Bidwell Way)  
[Published for 10-Day Review 05/27/2021]

Location: District 4

Recommendation: Pass a Motion: 1) approving the contract plans and specifications for the Freeport Blvd Combined Sewer Replacement (4th Avenue to Bidwell Way) Project (X14010000, Fund 6321); 2) awarding the contract to SubTerra Construction, Inc. for an amount not-to-exceed $1,430,700, and 3) authorizing the City Manager or City Manager’s designee to execute the construction contract with SubTerra Construction, Inc.

Contact: Tim Moresco, Project Manager (916) 808-1432; Luz “Nina” Buelna, Supervising Engineer (916) 808-4937; Tony Bertrand, Engineering & Water Resources Division Manager, (916) 808-1461; Department of Utilities

Presenter: None

Attachments:
1-Description/Analysis
2-Contract
Description/Analysis

**Issue Detail:** Staff recommends Council award a construction contract to SubTerra Construction, Inc. to install 1,700 linear feet of combined sewer pipe, seven manholes, a new weir vault, water main relocations, trench paving, and all other work associated with installing combined sewer pipe in Freeport Blvd between 4th Avenue and Bidwell Way.

This project has been in the top 20% of the City’s Long Term Control Plan (LTCP) priority projects. The LTCP was created to document and prioritize projects that will benefit the City by alleviating flooding and outflows within the combined sewer system area.

This project will replace some aging and deteriorating combined sewer pipes as well as install a new storage pipeline that will divert wet-weather flows to the 114-inch Donner Trunk Main. The purpose of the project is to add additional storage to the combined sewer system providing flood relief to the Freeport Boulevard area.

**Policy Considerations:** City Council approval is required to award construction contracts of $250,000 or more. The action requested conforms with City Code Chapter 3.60, Articles I and III, which provide for award of competitively bid contracts to the lowest responsible bidder. Rehabilitation of deteriorated sewer pipes is consistent with the criteria set forth in the Department of Utilities’ Capital Improvement Programming Guide and will increase reliability and reduce maintenance costs by upgrading or replacing inadequate or deteriorating systems.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than $1,000,000 shall be made available to the public at least ten (10) days prior to council action. This contract was published for 10-day review on May 27, 2021 as required.

**Economic Impacts:** This project is expected to create 5.72 total jobs (3.29 direct jobs and 2.43 jobs through indirect and induced activities) and create $883,364.25 in total economic output ($556,791.24 of direct output and another $326,573.01 of output through indirect and induced activities).

*The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical $1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of*
Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations: The subject project was reviewed and determined to be categorically exempt from the California Environmental Quality Act (CEQA). The projects include replacing existing combined sewer mains (utility systems) involving negligible expansion of capacity (CEQA Guidelines Section 15302 (c)).

Sustainability: The proposed project is consistent with the 2035 General Plan Policy U 3.1.3 as it will rehabilitate and improve the existing combined sewer system (CSS) to decrease flooding and CSS outflows.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The project was advertised, and five bids were received and opened on April 21, 2021. SubTerra Construction, Inc. was the lowest responsive and responsible bidder.

The bid results are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay Pacific Pipelines, Inc.</td>
<td>$1,134,525.00</td>
</tr>
<tr>
<td>SubTerra Construction, Inc.</td>
<td>$1,430,700.00</td>
</tr>
<tr>
<td>Garney Pacific, Inc.</td>
<td>$1,714,385.00</td>
</tr>
<tr>
<td>Steve P. Rados, Inc.</td>
<td>$1,878,250.00</td>
</tr>
<tr>
<td>McGuire &amp; Hester</td>
<td>$2,037,400.00</td>
</tr>
</tbody>
</table>

The low bid from Bay Pacific Pipelines, Inc.’s bid was rejected as the bid failed to meet the Local Business Enterprise participation requirements.

The Engineer’s construction cost estimate was $1,546,265.

Financial Considerations: Sufficient funds exist in the Combined Sewer System Capital Program (X14010000, Fund 6321) to award a contract to SubTerra Construction, Inc. for an amount not-to-exceed $1,430,700.

There are no General Funds allocated or planned for this project.
Local Business Enterprise (LBE): SubTerra Construction Inc. is not an LBE, however they meet the LBE requirements with their suppliers, Granite Construction Supply and their subcontractor, GR Trucking, LLC.
CONTRACT SPECIFICATIONS
FOR
FREEPORT BLVD COMBINED SEWER REPLACEMENT
(4TH AVENUE TO BIDWELL WAY)
PN: X14010098
B21141321009
Engineer’s Estimate: $1,406,260.00

For Pre-Bid Information Call: Tim Moresco
Associate Civil Engineer (916) 808-1432
No Separate Plans
Bid to be received before 2:00 PM
April 7, 2021
New City Hall, Office of the City Clerk
915 I Street, 5th Floor, Mayor’s Reception Desk
Sacramento, CA 95814

LBE PROGRAM PARTICIPATION
For information on meeting the City of Sacramento’s Local Business Enterprise (LBE) project goals, please contact Procurement Services at (916) 808-6240, or visit the City of Sacramento’s small business web site at:
http://portal.cityofsacramento.org/Finance/Procurement/Bid-Information#bidding-options
Freeport Blvd Sewer Replacement  
(PN: X14010098)

ADDENDUM #01

April 6, 2021

To All Potential Bidders:

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

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

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals may result in rejection of your proposal. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.

For any questions related to this addendum, contact the Project Manager, Tim Moresco at (916) 808-1432.

Sincerely,

Tim Moresco, Senior Civil Engineer

Addendum
Enclosure

cc: Distribution List
Planholders
1. **SEALED PROPOSAL**

   The first paragraph of the “Sealed Proposal” has been modified to say: “The Sealed Proposal will be received not later than [April 7, 2021 April 21, 2021], at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor’s Reception Desk, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allow, and read at 2:30 PM, on [April 7, 2021 April 21, 2021], on a Webex conference call by the Office of the City Clerk.”

2. **BID PROPOSAL GUARANTEE**

   The Bid Proposal opening date of “April 7, 2021” has changed to “April 21, 2021”.

3. **NOTICE TO CONTRACTORS**

   The first paragraph of the “Notice to Contractors” page has been modified to say: “Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, New City Hall, located at 915 I Street, 5th Floor, Mayor’s Reception Desk, up to the hour of 2:00 p.m. on [April 7, 2021 April 21, 2021] and opened and read after 2:30 p.m. on [April 7, 2021 April 21, 2021] on a WebEx meeting conference call, for construction of: FREEPORT BLVD SEWER REPLACEMENT (4TH AVENUE TO BIDWELL WAY) (PN: X14010098) (B21141321009) AS SET FORTH IN THE Contract Documents.

   The WebEx meeting information can be found below:

   https://saccity.webex.com/saccity/j.php?MTID=m39b65b9cbe8baf50442ea96e51fba960
   Meeting Number (access code): 924 956 060 Meeting password: PmEt3yipT28”

4. **COVER SHEET**

   The date Bids are due has changed from “April 7, 2021” to “April 21, 2021”.

5. **BID SCHEDULE**

   Added Bid Item #19 – Hot Mix Asphalt (3/4”, Type A) – 320 TON
   Added Bid Item #20 – Dewatering – 1 LS

6. **ENGINEERS ESTIMATE**

   The Engineer’s Estimate is updated from $1,406,260.00 to $1,482,000.00.
The following items shall be modified in the Special Provisions (Modifications are in gray, Deletions are denoted with the strikethrough):

### 3.03 Trench Excavation and Backfill

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

*Where possible, including all locations where the 42” combined sewer parallels the 12” combined sewer, a single combined trench shall be used.*

### 3.05 Pavement Cutting and Surface Restoration

“Final Paving of combined trenches shall be performed in a single operation.

Trench paving shall be 6 inches in thickness. Where applicable, the limits of the final 2-inch pave on Freeport Boulevard shall extend to two-way left turn lane.”

The following items shall be modified in the Special Provisions (Modifications are in gray, Deletions are denoted with the strikethrough):

#### Item No. 5 10-inch CS Replacement Open Trench

#### Item No. 6 12-inch CS Replacement Open Trench

“Payment shall be at the unit price bid per lineal foot (LF), which will include full compensation for furnishing all labor, materials, tools, equipment and incidentals for accomplishing all work necessary to complete this item in place including but not limited to tree removal/permits; pavement/surface removal; saw cutting; trenching; dewatering; removing existing pipe; disposal of existing pipe; abandoning of existing pipe; removing and disposing of miscellaneous piping in conflict; dewatering; furnishing and placing pipe and joints; construction of new concrete closure collars; grouting; backfilling; compaction; connecting sewer pipe to manholes; temporary and final placement of hot mix asphalt or concrete paving; and testing of pipeline as specified on the Plans, and as specified in the CSSS, and as directed by the Engineer.”
Item No. 7 42-inch CS Pipe Installation

“Groundwater dewatering shall be performed in accordance with Section 16-1 and Section 26-2 of the Standard Specifications and Section 3.07 of these Special Provisions. Work under this item shall include all permitting, pumping, electrical connection and power costs required to dewater areas to effectuate a safe construction site and provide an acceptable work surface for the placement and curing of structural concrete, piping and equipment, respectively. Work shall also include the treatment and disposal of any and all water removed as part of the process.

Payment shall be at the unit price bid per lineal foot (LF), which will include full compensation for furnishing all labor, materials, tools, equipment and incidentals for accomplishing all work necessary to complete this item in place including but not limited to tree removal/permits; pavement/surface removal; saw cutting; trenching; dewatering; removing existing pipe; disposal of existing pipe; abandoning of existing pipe; removing and disposing of miscellaneous piping in conflict; dewatering; furnishing and placing pipe and joints; construction of new concrete closure collars; grouting; backfilling; compaction; connecting sewer pipe to manholes temporary and final placement of hot mix asphalt or concrete paving; and testing of pipeline as specified on the Plans, and as specified in the CSSS, and as directed by the Engineer.”

Item No. 10 Junction Structure with Weir

“Groundwater dewatering shall be performed in accordance with Section 16-1 and Section 26-2 of the Standard Specifications and Section 3.07 of these Special Provisions. Work under this item shall include all permitting, pumping, electrical connection and power costs required to dewater areas to effectuate a safe construction site and provide a dewatered work surface for the placement and curing of structural concrete, piping and equipment, respectively. Work shall also include the treatment and disposal of any and all water removed as part of the process.”

The following item shall be added to the Special Provisions:

Item No. 19 Hot Mix Asphalt (3/4”, Type A)

This Item shall include all permanent paving associated with contract bid items for combined sewer pipe to place and shall be defined as permanent pavement placement.

Payment shall be at the unit price bid per TON for Hot Mix Asphalt (3/4”, Type A) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing Hot Mix Asphalt (3/4”, Type A) including but not limited to placing, planing, cores, testing, 1 job mix formula fog seal,
leveling and compacting material for HMA placement, as specified in the State Standard Specifications, the Plans, the CSSS, and as directed by the Engineer.

**Item No. 20 Dewatering**

Groundwater dewatering shall be performed in accordance with Section 16-1 and Section 26-2 of the Standard Specifications and Section 3.07 of these Special Provisions. Work under this item shall include all permitting, pumping, electrical connection and power costs required to dewater areas to effectuate a safe construction site and provide an acceptable work surface for the placement and curing of structural concrete, piping and equipment, respectively. Work shall also include the treatment and disposal of any and all water removed as part of the process.

This item is for bidding purposes only. Actual payments shall be based on actual quantities installed, in-place, as measured and/or verified by the Engineer.

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

8. **PLAN SHEET C-1**

Revised to show existing elevation of storm drain lateral at STA 14+76.35.

Attachments:
A. Updated Bid Schedule
B. Questions and Answers
C. Revised Sheet C-1
CONTRACT SPECIFICATIONS
FOR
FREEPORT BLVD COMBINED SEWER REPLACEMENT
(4TH AVENUE TO BIDWELL WAY)
PN: X14010098
B21141321009
Engineer’s Estimate: $1,482,000.00

For Pre-Bid Information Call:
Tim Moresco
Associate Civil Engineer
(916) 808-1432

No Separate Plans
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NOTICE TO CONTRACTORS
CITY OF SACRAMENTO

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, New City Hall, located at 915 I Street, 5th Floor, Mayor’s Reception Desk, up to the hour of 2:00 p.m. on April 21, 2021 and opened at and read after 2:30 p.m. on April 21, 2021, or as soon thereafter as business allows, for construction of:

FREEPORT BLVD COMBINED SEWER REPLACEMENT
(4TH AVENUE TO BIDWELL WAY)

(PN: X14010098) (B21141321009)

as set forth in the Contract Documents.

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

SEAL PROPOSAL FOR
FREEPORT BLVD COMBINED SEWER REPLACEMENT
(4TH AVENUE TO BIDWELL WAY)
(PN: X14010098) (B21141321009)

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

PLANET BIDS
http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#

The contractor and all subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk and available to any interested party on request. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any construction project of $25,000 or less, or an alteration, demolition, repair, and maintenance project of $15,000 or less. The City of Sacramento has an approved Labor Compliance Program. The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007. The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

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

Use of the system may entail additional data entry of weekly payroll information including employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor’s payroll and accounting software might be capable of generating a ‘comma delimited file’ that will interface with the software.
Addendum No. 1

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than April 21, 2021, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor’s Reception Desk, up to the hour of 2:00 p.m. on April 21, 2021, and opened at and read after 2:30 p.m. on April 21, 2021, or as soon thereafter as business allows, for construction of:

TO THE HONORABLE CITY COUNCIL:

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

FREEPORT BLVD COMBINED SEWER REPLACEMENT
(4TH AVENUE TO BIDWELL WAY)
(PN: X14010098) (B21141321009)

in the City and County of Sacramento, California.

TOTAL BID: ____________________________________ ($______________).

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
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<tr>
<td>1</td>
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<td>$__________</td>
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<td>Traffic Control</td>
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<td>3</td>
<td>Preconstruction Photographs</td>
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<td>4</td>
<td>10-Inch Drainage Lead</td>
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<td>Item No.</td>
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<td>LF</td>
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<td>$_________</td>
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<tr>
<td>18</td>
<td>Unsuitable Material, Removal, and Replacement</td>
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<td>CY</td>
<td>$_________</td>
<td>$_________</td>
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<td>19</td>
<td>Hot Mix Asphalt (3/4&quot;, Type A)</td>
<td>320</td>
<td>TON</td>
<td>$_________</td>
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<td>20</td>
<td>Dewatering</td>
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<td>LS</td>
<td>$_________</td>
<td>$_________</td>
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</table>

TOTAL BID: $__________________________

Addendum No. 1
**REQUIRED DOCUMENT IN SEALED BID PROPOSAL**

**BID PROPOSAL GUARANTEE**

<table>
<thead>
<tr>
<th>PRINCIPAL (Contractor legal name and business address)</th>
<th>Type of Organization (&quot;X&quot; one)</th>
</tr>
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<tbody>
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<td>☐ Individual ☐ Partnership</td>
</tr>
<tr>
<td>____________________________________________________</td>
<td>☐ Corporation ☐ Limited Liability Co.</td>
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<tr>
<td>____________________________________________________</td>
<td>☐ Other: ____________________</td>
</tr>
<tr>
<td>State of Organization formation: ____________________</td>
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</table>

<table>
<thead>
<tr>
<th>SURETY (Name and business address,)</th>
<th>(agent name and phone number)</th>
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</thead>
<tbody>
<tr>
<td>__________________________________</td>
<td>______________________________</td>
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<tr>
<td>__________________________________</td>
<td>______________________________</td>
</tr>
<tr>
<td>__________________________________</td>
<td>______________________________</td>
</tr>
</tbody>
</table>

a corporation duly organized under the laws of the State of ____________________ and duly licensed to issue this bond as authorized by the State of California. California License No. ____________________

**OBLIGATION:** We, the Principal and the Surety, bind ourselves, our heirs, executors, administrators and successors, jointly and severally, to the City of Sacramento ("City") as Obligee for the penal sum of ten percent (10%) of the total amount of the Principal's bid proposal submitted to the City for the project described below, to guarantee that Principal will accept the City's award of the project contract.

**THE CONDITION OF THIS OBLIGATION IS -**
That if the Principal has submitted a bid proposal to the City by the bid proposal due date as set forth in the invitation to bid, which date may be extended by City, for the project described as follows:

- **Project Name:** __________________________________________
- **Project Number:** ________________________________________
- **Bid Transaction Number:** _________________________________

AND if the City awards the contract for the project to the Principal within the time and manner required under the invitation to bid, and the Principal (i) enters into a written contract, in the prescribed form, in accordance with the bid proposal, (ii) files two bonds with the City to guarantee faithful performance and payment for labor and materials, and (iii) files the required insurance policies with the City, all as required by the invitation to bid or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect. The Surety agrees that this obligation is not impaired by any extensions of the time for the award of the contract Principal may grant to City, and any notice to Surety of such time extension is waived. 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 WHEREOF, Surety has executed this Bid Proposal Guarantee on the day set forth in the attached notary acknowledgment. Attach Surety power of attorney form to verify signator's authority.

Principal/Contractor: ______________________________
By: ____________________________________________
Name: __________________________________________
Title: __________________________________________
(Seal) __________________________________________________________________________________________

Surety: ______________________________
By: ____________________________________________
Name: __________________________________________
Title: __________________________________________
(Seal) __________________________________________________________________________________________

Revised: 2020
Page 15 of 189
Addendum #1 - Questions and Answers

Question #1: Special Provisions Section 2.06 – “Work Performed by City Crews”, states the following, “The contractor is advised that the City retains the option of performing with the City crews all or a portion of any work involved in relocating, repairing, or otherwise restoring existing separated and combined sewer, and water systems that may be in conflict with the proposed project improvements. Any such work performed by the City forces will be at the discretion and convenience of the City. All work performed and materials provided by the City will be paid for by the Contractor or removed from this contract at no additional cost to the city”.

It appears that this is in reference to Bid Items 12, 13, 14, and 15. If these are known conflicts can the City relocate the utilities prior to the successful contractor begins its contract work. If not, can these Bid Items be lump sum allowances? The following should be removed from the contract documents, “All work and materials provided by the City will be paid for by the contractor or removed from this contract at no additional cost to the City”. If it is the intention of the City to perform the relocation work at its convenience, then the bid item of work completed by the City should be removed from the contract via the bid item. This last sentence appears to state that all work completed by the City at its convenience will be paid for by the contractor on a Time and Material basis. Please clarify.

Answer #1: It is not the intention for the City to perform the work on Bid Items 12, 13, 14, and 15. Please bid these items as you interpret the contract documents.

Question #2: Does the project have a soils report or analytical testing of the potential groundwater? If groundwater is anticipated and a plan is required as per section 3.07 – “Dewatering”, A minimum of six weeks prior to beginning work requiring dewatering operations, the Contractor shall submit a groundwater control plan that will, include notes 1- 3. If there is not a soils report identifying water or any analytical information to identify if the ground water is clean or not the contractor cannot put together a competent bid. Dewatering should be an allowance item. The Contractor should not be liable for groundwater systems and ground water cleaning systems as the volume of ground water and the potential systems needed to clean any contaminated ground water can change significantly. Additionally, if dewatering and water cleaning is needed there will be some above ground tank system which will need to remain onsite and functional throughout the installation of the new pipeline systems. This would require a reroute/detour of vehicle traffic.

Answer #2: Bid Item #20 – “Dewatering” has been added to the contract as its own item to better address this issue.
Question #3: Is Survey provided by the City?

Answer #3: Yes, survey will be provided by the City. Staking requests shall be done so in accordance with section 5-5 of the Standard Specifications.

Question #4: Please clarify on the plan drawing the extent of the trench paving limits on the project? Per section 3.05 – “Pavement Cutting and Surface Restoration”, it states that the contractor shall extend the, “trench paving limits on Freeport Boulevard shall extend to the two-way left turn lane”. Is it the Cities intent to pave Freeport Blvd from the lip of gutter to the outside of the turn lane?

Answer #4: Yes, the intention is to pave Freeport Blvd from lip of gutter to the outside of the turn lane. Added Bid Item #19 – Hot Mix Asphalt (3/4”, Type A) with a quantity of 320 TON has been added to better reflect this intention.

Question #5: Freeport Blvd appears to have many utilities on the project which may or may not be reflected on the project drawings. Can the City create change Bid Item #16 to Potholing 25 - each”

Answer #5: The item will remain as is.

Question #6: Can the City of Sacramento provide the flow rate of the Combined Sewer/Storm System?

Answer #6: The anticipated flows from the 22-inch combined sewer are:
- Peak – 0.33 cfs
- Average – 0.14 cfs

The anticipated flows for the 114-inch combined sewer are:
- Peak – 20.29 cfs
- Average – 13.04 cfs

Question #7: Section 3.08/C – “Combined Sewer Pipe” states, “Unless otherwise approved, all pipes shall have bell and spigot joints with elastomeric gaskets providing a water tight seal. Test for leakage may be required at specific joints per Section 26-10 of the standard specifications or as determined by the Engineer”. Will joint testing for the pipeline be required?

Answer #7: Yes, testing will be required.

Question #8: Section 3.03 of the Special Provisions state that, if specified in these Special Provisions, the pipe shall be backfilled using CDF. I can’t find anywhere else in the Special Provisions stating that we are to use CDF backfill around the pipe or backfill in accordance with Standard Detail T-80.

Answer #8: Contractor shall backfill in accordance with City Standard T-80. Contractor may use CDF in accordance with Section 10-16 of the Standard Specifications. This has been amended in this Addendum.
Question #9: On plan sheet 3 of 6 at station 14+76.35 there is a new CSS manhole on the new 42” pipeline which also notes to tie-in the existing 10” SDI leads. There appears to be a lateral going from the new CSS MH east to an unknown location? What size is this lateral and what do we tie it into?

Answer #9: This lateral is a Storm Drain lateral that appears to be 10-inch and at elevation 7.94. This is reflected in this Addendum.

Question #10: In regard to the Junction Structure. It does not appear there is room to move the north bound traffic to the south bound lane on Freeport BLVD and have traffic both ways. The question is, can the road be closed during the allowable work hours going north bound? Can traffic be detoured at Vallejo to 19th then to 4th to bypass the area? Or perhaps close the road and do the work at night? Please advise what the intent was here.

Answer #10: The intent is to maintain one lane of traffic each way.

Question #11: What detail is to be followed for replacing live sewer service. Note 1 on C-1 does not specify the detail. Please advise.

Answer #11: City Standard Details S-260 and S-265.
Freeport Blvd Sewer Replacement  
(PN: X14010098)  
ADDENDUM #02  
April 15, 2021  

To All Potential Bidders:  

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

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

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals may result in rejection of your proposal. If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Project Name and this Addendum, and is received prior to the hour and date specified for receipt of proposals.  

For any questions related to this addendum, contact the Project Manager, Tim Moresco at (916) 808-1432.  

Sincerely,  

Tim Moresco, Senior Civil Engineer  

Addendum  
Enclosure  

cc: Distribution List  
Planholders
Freeport Blvd Sewer Replacement  
(PN: X14010098)

1. **BID SCHEDULE**

Bid Item No. 20 – Dewatering has been modified from Lump Sum (LS) bid item to an Allowance (ALLOW) of $100,000, as shown below:

Addendum No. 1

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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Addendum No. 2

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2. **ENGINEERS ESTIMATE**

The Engineer’s Estimate is updated from $1,482,000.00 to $1,546,265.00.

3. **SPECIAL PROVISIONS**

The following items shall be modified in the Special Provisions (Modifications are in gray, Deletions are denoted with the strikethrough):

**Item No. 20 Dewatering**

Groundwater dewatering shall be performed in accordance with Section 16-1 and Section 26-2 of the Standard Specifications and Section 3.07 of these Special Provisions. Work under this item shall include all permitting, pumping, electrical connection and power costs required to dewater areas to effectuate a safe construction site and provide an acceptable work surface for the placement and curing of structural concrete, piping and equipment, respectively. Work shall also include the treatment and disposal of any and all water removed as part of the process.

Dewatering will be considered an allowance item. This item is for bidding purposes only. Actual payments shall be based on actual quantities installed, in-place, as measured and/or verified by the Engineer.

Contractor shall plan to work collaboratively with the Engineer to control allowance costs and avoid impacts to the Progress Schedule. Contractor shall maintain accurate
cost records which depict the total cost incurred for dewatering. Contractor shall monitor the dewatering item total costs to date and immediately report to the Engineer should the total cost to date reach 80% of the total allowance amount of any allowance item amount shown in above table. Should the total cost of any allowance item reach 80% of the total allowance amount budgeted, the Contractor shall quantify and forecast the cost to complete the remaining known allowance item tasks and submit this forecasted quantity and completion cost to the Engineer.

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

Payment shall be done so through an allowance (ALLOW) amount of up to $100,000. The amount of money allocated to cover the actual costs of furnishing all labor, materials, tools, and equipment and performing all work necessary to complete this bid item. The Contractor shall not exceed the allowance amounts set forth in this contract without written approval of the City. Should the Contractor exceed the allowance amounts without the written approval of the City, the Contractor will be responsible for all costs greater than the allowance amounts shown in above table. The City understands and agrees that the final billing for Dewatering may be more or less than the figure specified in this Contract, and that any adjustments will be made through contract change order.

Attachments:
A. Updated Bid Schedule
CONTRACT SPECIFICATIONS
FOR
FREEPORT BLVD COMBINED SEWER REPLACEMENT
(4TH AVENUE TO BIDWELL WAY)
PN: X14010098
B21141321009
Engineer’s Estimate: $1,546,265.00

For Pre-Bid Information Call:
Tim Moresco
Associate Civil Engineer
(916) 808-1432

No Separate Plans
Bid to be received before 2:00 PM
April 21, 2021
New City Hall, Office of the City Clerk
915 I Street, 5th Floor, Mayor’s Reception Desk
Sacramento, CA 95814

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

Contractor's Name: _______________________________(Please print)

Addendum No. 2

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than April 21, 2021, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor's Reception Desk, up to the hour of 2:00 p.m. on April 21, 2021, and opened at and read after 2:30 p.m. on April 21, 2021, or as soon thereafter as business allows, for construction of:

TO THE HONORABLE CITY COUNCIL:

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

FREEPORT BLVD COMBINED SEWER REPLACEMENT
(4TH AVENUE TO BIDWELL WAY)
(PN: X14010098) (B21141321009)

in the City and County of Sacramento, California.

TOTAL BID: ________________________________ ($ ________________).

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

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<tr>
<th>Item No.</th>
<th>Description</th>
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<th>Unit</th>
<th>Unit Price</th>
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TOTAL BID: $__________________________

Addendum No. 2
FREEPORT BLVD COMBINED SEWER REPLACEMENT
(4TH AVENUE TO BIDWELL WAY)

TABLE OF CONTENTS

INVITATION TO BID

LBE INFORMATION

NOTICE TO CONTRACTORS

BAN THE BOX

DEPARTMENT OF INDUSTRIAL RELATIONS NEWSLINE

PROPOSAL FORMS (TO BE SUBMITTED BY ALL BIDDERS AS THE BID PAGE)
  Sealed Proposal
  Bid Proposal Guarantee
  Subcontractor and LBE Participation Verification
  Drug-Free Workplace Policy and Affidavit
  Minimum Qualifications Questionnaire
  Requirements of the Non-Discrimination in Employee Benefits Code
  Construction and Demolition (C&D) Debris Recycling Requirements
  LBE Requirements (City Contracts no Federal Funds Used)

CONTRACT FORMS (Only for successful Bidder)
  Worker’s Compensation Insurance Certification
  Agreement
  Bonds
    • Performance Bond
    • Payment Bond
  CWTA Requirements
  C & D Waste Management Plan
  C & D Debris Haulers & Facilities
  C & D Debris Waste Log
  Novel Coronavirus (COVID-19) Safety Requirements

ARTICLE 1 — Costs of Novel Coronavirus (COVID-19) Safety Requirements

CALIFORNIA LABOR CODE RELATING TO APPRENTICES
  http://www.dir.ca.gov/dlse/dlsePublicWorks.html

TAX FORMS (REQUIRED UPON AWARD)
  CA Form 590 .................. https://www.ftb.ca.gov/forms/2021/2021-590.pdf

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

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

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, New City Hall, located at 915 I Street, 5th Floor, Mayor's Reception Desk, up to the hour of 2:00 p.m. on April 7, 2021 and opened at and read after 2:30 p.m. on April 7, 2021, or as soon thereafter as business allows, for construction of:

FREEPORT BLVD COMBINED SEWER REPLACEMENT
(4TH AVENUE TO BIDWELL WAY)

(PN: X14010098) (B21141321009)

as set forth in the Contract Documents.

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

SEALED PROPOSAL FOR
FREEPORT BLVD COMBINED SEWER REPLACEMENT
(4TH AVENUE TO BIDWELL WAY)
(PN: X14010098) (B21141321009)

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

PLANET BIDS
http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#

The contractor and all subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk and available to any interested party on request. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any construction project of $25,000 or less, or an alteration, demolition, repair, and maintenance project of $15,000 or less. The City of Sacramento has an approved Labor Compliance Program. The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007. The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

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

Use of the system may entail additional data entry of weekly payroll information including employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor’s payroll and accounting software might be capable of generating a ‘comma delimited file’ that will interface with the software.
Department of Industrial Relations Registration and Reporting Requirements (SB 854)

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

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

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

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

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

All questions regarding the City’s Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices. Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this invitation to bid shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be 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. The term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5th Floor, Sacramento, CA 95814.
The Project Manager’s contact information is:

Tim Moresco, Department of Utilities, Engineering & Water Resource Division
1395 35th Avenue, Sacramento, CA 95822
Phone: (916) 808-1432 / Fax: (916) 808-1497/Email tmoresco@cityofsacramento.org
BAN-THE-BOX REQUIREMENTS

INTRODUCTION

On September 6, 2016, the City of Sacramento enacted an ordinance regarding criminal conviction information in the employment application process (the “Ban-the-Box Ordinance”), which added Chapter 3.62 to the Sacramento City Code and amended Section 2.40.050 of the Sacramento City Code. The Ban-the-Box Ordinance prohibits “covered employers” from asking an applicant for employment to disclose, orally or in writing, information concerning the criminal conviction history of the applicant, including any inquiry about criminal conviction history on any employment application, until the employer has determined the applicant meets the minimum employment qualifications stated in any notice issued for the position.

APPLICATION

“City Contract”

The Ban-the-Box Ordinance applies to all “city contracts.” The term “city contract” means a contract awarded after January 1, 2017 to a “covered employer” for services or a public project in return for compensation of $250,000 or more. The term “city contract” includes contracts for services or public projects that were awarded for an amount less than $250,000 but were amended to increase the total compensation to $250,000 or more. The Ban-the-Box Ordinance also applies when the aggregate value of all contracts for services or public projects the City has awarded to the same “covered employer” within the previous 12 months is $250,000 or more.

The Ban-the-Box Ordinance does not apply to: (1) contracts awarded by the City Manager in response to an emergency; and (2) contracts for the purchase or lease of equipment, supplies, or other personal property, even if they include incidental services such as delivery, installation, or maintenance.

“Covered Employer”

The Ban-the-Box Ordinance only applies to “covered employers.” The term “covered employer” means a person who is a party to a “city contract” and has at least 20 employees working either full or part time. The number of employees that a contractor has is determined by adding the contractor’s employees and the employees of any “related person.” A person is a “related person” when any of the following circumstances exists:

(1) The person and the person that is a party to a “city contract” are both corporations and:

   (a) Share a majority of members of their governing boards; or
   (b) Have two or more officers in common; or
   (c) Are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation’s voting power); or
   (d) Are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation’s voting power).

(2) The person otherwise controls and directs, or is controlled and directed by, the person that is a party to a city contract, as determined by the City Manager, or City Manager designee.

The term “covered employer” includes a subcontractor providing services under a “city contract” if the subcontractor has at least 20 employees, whether full- or part-time, or the amount of the subcontract is at least 25% of the amount of the “city contract.”
The term “covered employer” does not include any unit of federal, state or local government.

Exceptions

The Ban-the-Box Ordinance provisions do not apply to: (1) a position for which a “covered employer” is otherwise required by law to conduct a criminal conviction history background check; or (2) a position that will not involve work pursuant to a “city contract.” Additionally, the Ban-the-Box Ordinance does not prevent a “covered employer” from conducting a criminal conviction history background check in subsequent stages of the application process after initially determining whether the applicant meets the minimum employment qualifications.

COMPLIANCE

It is the contractor’s responsibility to determine whether the aggregate value of $250,000 or more has been met, and to notify the City in writing whenever this is the case. It is also the contractor’s responsibility to ensure that all of its subcontractors who are covered by the Ban-the-Box Ordinance comply with the provisions of the Ban-the-Box Ordinance by including these requirements in all subcontracts covered by the Ban-the-Box Ordinance.

VIOLATIONS AND MONITORING

The Ban-the-Box Ordinance provides that any violation of the Ban-the-Box Ordinance by a “covered employer” constitutes a material breach of the contract, and authorizes the City to terminate the contract. The City may also enforce the Ban-the-Box Ordinance by investigating any alleged violation (but any failure of the City to investigate does not create a right of action against the City). The City may further require “covered employers” to verify compliance.

ADDITIONAL INFORMATION

For a complete description of the Ban-the-Box Ordinance provisions related to City contracts, refer to the Ban-the-Box Ordinance, codified at Sacramento City Code Chapter 3.62. The Sacramento City Code is available on the internet at www.cityofsacramento.org.

For more information on the City’s Ban-the-Box Ordinance, contact Procurement Services at 916-808-6240 or email Purchasing@cityofsacramento.org.
THE FOLLOWING DOCUMENTS
ARE TO BE COMPLETED AND
SUBMITTED WITH THE BID PACKAGE
CITY OF SACRAMENTO  
SEALED PROPOSAL  
(MUST BE SIGNED BY BIDDER)  

The Sealed Proposal will be received not later than April 21, 2021, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor’s Reception Desk, up to the hour of 2:00 p.m. on April 21, 2021, and opened at and read after 2:30 p.m. on April 21, 2021, or as soon thereafter as business allows, for construction of:

TO THE HONORABLE CITY COUNCIL:

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

FREEPORT BLVD COMBINED SEWER REPLACEMENT  
(4TH AVENUE TO BIDWELL WAY)  
(PN: X14010098) (B21141321009)

in the City and County of Sacramento, California.

TOTAL BID: One Million Four Hundred Thirty Thousand Seven Hundred Dollars ($1,430,700.00).

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization &amp; Demobilization</td>
<td>1</td>
<td>LS</td>
<td>$70,000.00</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
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<tr>
<td>3</td>
<td>Preconstruction Photographs</td>
<td>1</td>
<td>LS</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
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<td>4</td>
<td>10-Inch Drainage Lead</td>
<td>40</td>
<td>LF</td>
<td>$150.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>5</td>
<td>10-Inch Combined Sewer Pipe to Place</td>
<td>650</td>
<td>LF</td>
<td>$350.00</td>
<td>$227,500.00</td>
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<tr>
<td>6</td>
<td>12-Inch Combined Sewer Pipe to Place</td>
<td>145</td>
<td>LF</td>
<td>$360.00</td>
<td>$52,200.00</td>
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<tr>
<td>7</td>
<td>42-Inch Combined Sewer Pipe to Place</td>
<td>910</td>
<td>LF</td>
<td>$800.00</td>
<td>$728,000.00</td>
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<tr>
<td>8</td>
<td>Manhole No. 3 Construct</td>
<td>4</td>
<td>EA</td>
<td>$7,000.00</td>
<td>$28,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Manhole to Remove, Manhole No. 4 to Construct</td>
<td>3</td>
<td>EA</td>
<td>$12,000.00</td>
<td>$36,000.00</td>
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<tr>
<td>10</td>
<td>Junction Structure with Weir</td>
<td>1</td>
<td>EA</td>
<td>$60,000.00</td>
<td>$60,000.00</td>
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<tr>
<td>11</td>
<td>Saddle Type Manhole</td>
<td>1</td>
<td>EA</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
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<tr>
<td>12</td>
<td>Sewer Service to Replace/Reinstate</td>
<td>3</td>
<td>EA</td>
<td>$1,000.00</td>
<td>$3,000.00</td>
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<td>13</td>
<td>Existing Water Service to Adjust</td>
<td>2</td>
<td>EA</td>
<td>$1,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Estimated Quantity</td>
<td>Unit</td>
<td>Unit Price</td>
<td>Total</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------</td>
<td>--------------------</td>
<td>-------</td>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>14</td>
<td>8-Inch Water Main Relocation</td>
<td>1</td>
<td>LS</td>
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<td>$15,000.00</td>
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<tr>
<td>15</td>
<td>Existing Fire Hydrant Laterals to Adjust</td>
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<td>EA</td>
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<td>$2,000.00</td>
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<tr>
<td>16</td>
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<td>1</td>
<td>LS</td>
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<td>$5,000.00</td>
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<tr>
<td>17</td>
<td>CCTV Inspection</td>
<td>1800</td>
<td>LF</td>
<td>$5.00</td>
<td>$9,000.00</td>
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<tr>
<td>18</td>
<td>Unsuitable Material, Removal, and Replacement</td>
<td>40</td>
<td>CY</td>
<td>$100.00</td>
<td>$4,000.00</td>
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<tr>
<td>19</td>
<td>Hot Mix Asphalt (3/4&quot;, Type A)</td>
<td>320</td>
<td>TON</td>
<td>$100.00</td>
<td>$32,000.00</td>
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<tr>
<td>20</td>
<td>Dewatering</td>
<td>1</td>
<td>Allow</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

TOTAL BID: $1,430,700.00

Addendum No. 2
The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Contract award and prior to award of the Contract by the City Council.

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

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

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

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

It is understood that this bid is based upon completion of the work within a period of 95 working days commencing on the date specified in the Notice to Proceed.

The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be Two Thousand Three Hundred Dollars ($2,300.00) for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

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

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

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

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within sixty (60) working days after opening of the Proposals. The City reserves the right to reject any and all bids.
REQUIRED DOCUMENT IN SEALED BID PROPOSAL

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$_________ not less than ten (10) percent of amount bid.

_________ CERTIFIED CHECK
_________ MONEY ORDER
_________ CASHIERS’ CHECK

X ______ BID BOND

FOR CITY USE ONLY

TYPE OF DEPOSIT

Bid Bond
Cashier/Certified Check
Other ________

Reviewer’s Initials: ________

CONTRACTOR

Addendum No. 1 Received 4/6/21 SUBTERRA CONSTRUCTION, INC.
Addendum No. 2 Received 4/15/21 By: ________________________
Addendum No. 3 ___________________________
Addendum No. 4 ___________________________

Title Kevin Fitzpatrick - President
Address 1350 Van Dyke Ave, STE 101
No PO Box – Physical Address ONLY
San Francisco CA 94124
City STATE Zip Code
Telephone No. 415-565-1244
Fax No. 415-651-7552
Email office@subterraconstruction.com

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

83-4706984

DIR Registration Number: PW-LR-1000450072
Valid Contractor’s License No. 1056913 Classification A is held by the bidder.
Expiration date 8/31/2021 Representation made herein are true and correct under penalty of perjury
PN: X14010098 (B21141321009)
To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work, services or materials listed. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>SUBTERRA CONSTRUCTION, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(REQUIRED) Prime Contractor DIR Registration #</td>
<td>PW-LR-1000450072</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Granite Construction Supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSLB/Professional License #</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>4105 Bradshaw Rd</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Sacramento, CA 95827</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Dale Evans</td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>916-855-4459</td>
</tr>
<tr>
<td>Subcontractor or Supplier? (Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveys require DIR Registration)</td>
<td>☑ Subcontractor</td>
</tr>
<tr>
<td>DIR Registration # (10 digits)</td>
<td></td>
</tr>
<tr>
<td>Does this subcontractor or supplier qualify as an LBE?</td>
<td>Yes</td>
</tr>
<tr>
<td>Estimated dollar value of work, services or materials to be performed of provided</td>
<td>$ 80,000</td>
</tr>
<tr>
<td>Type of Work, Services, or Materials to be provided to complete contract.</td>
<td>Trench Backfill and Street Restoration Material</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name</th>
<th>GR Trucking, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSLB/Professional License #</td>
<td>1000008629</td>
</tr>
<tr>
<td>Address</td>
<td>12584 White Rock Road</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Rancho Cordova, CA 95742</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Daniel Krpata</td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>916-985-2700</td>
</tr>
<tr>
<td>Subcontractor or Supplier? (Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveys require DIR Registration)</td>
<td>☑ Subcontractor</td>
</tr>
<tr>
<td>DIR Registration # (10 digits)</td>
<td></td>
</tr>
<tr>
<td>Does this subcontractor or supplier qualify as an LBE?</td>
<td>Yes</td>
</tr>
<tr>
<td>Estimated dollar value of work, services or materials to be performed of provided</td>
<td>$ 70,000</td>
</tr>
<tr>
<td>Type of Work, Services, or Materials to be provided to complete contract.</td>
<td>Trucking</td>
</tr>
</tbody>
</table>

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

Kevin Fitzpatrick - President
4/21/2021
$ 1,430,700.00
SUBCONTRACTOR AND LOCAL BUSINESS ENTERPRISE PARTICIPATION FORM
FOR PUBLIC PROJECTS OVER $250,000
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work, services or materials listed. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>SUBTERRA CONSTRUCTION, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(REQUIRED) Prime Contractor DIR Registration #</td>
<td>PW-LR-1000450072</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Nor Cal Pipeline Services</th>
<th>Subcontractor or Supplier? (Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)</th>
<th>Subcontractor</th>
<th>Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSLB/Professional License #</td>
<td>935878</td>
<td>DIR Registration # (10 digits)</td>
<td>1000005777</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>1875 S. River Road</td>
<td>Does this subcontractor or supplier qualify as an LBE?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>W. Sacramento, CA, 95691</td>
<td>Estimated dollar value of work, services or materials to be performed of provided</td>
<td>$ 20,000</td>
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</tr>
<tr>
<td>Contact Person</td>
<td>Larry Lopes</td>
<td>Type of Work, Services, or Materials to be provided to complete contract.</td>
<td>CCTV</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Phone</td>
<td>916-442-5400</td>
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<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Chrisp Company</th>
<th>Subcontractor or Supplier? (Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)</th>
<th>Subcontractor</th>
<th>Supplier</th>
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</thead>
<tbody>
<tr>
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<td>374600</td>
<td>DIR Registration # (10 digits)</td>
<td>1000000306</td>
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</tr>
<tr>
<td>Address</td>
<td>43650 Osgood Rd</td>
<td>Does this subcontractor or supplier qualify as an LBE?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Fremont, CA 94539</td>
<td>Estimated dollar value of work, services or materials to be performed of provided</td>
<td>$ 15,000</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Joe Fini</td>
<td>Type of Work, Services, or Materials to be provided to complete contract.</td>
<td>Striping</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>530-213-5214</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Kevin Fitzpatrick - President
4/21/2021
$ 1,430,700.00

Signature (Principal of Firm)
Title
Date
Total Bid Amount (including additive alternates if applicable)

Page 39 of 189
To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work, services or materials listed. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 \[with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)\]. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

### Prime Contractor Information

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>SUBTERRA CONSTRUCTION, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Prime Contractor DIR Registration #</strong></td>
<td>PW-LR-1000450072</td>
</tr>
</tbody>
</table>

### Subcontractor Information

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Forterra Pipe and Precast</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subcontractor or Supplier?</strong></td>
<td>Subcontractor</td>
</tr>
<tr>
<td><strong>CSLB/Professional License #</strong></td>
<td>DIR Registration # (10 digits)</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>7020 Tokay Avenue</td>
</tr>
<tr>
<td><strong>City, State, Zip</strong></td>
<td>Sacramento, CA 95828</td>
</tr>
<tr>
<td><strong>Contact Person</strong></td>
<td>April Lewis</td>
</tr>
<tr>
<td><strong>Email Address</strong></td>
<td>916-313-5505</td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td>916-313-5505</td>
</tr>
<tr>
<td>Estimated dollar value of work, services or materials to be performed</td>
<td>$366,010</td>
</tr>
<tr>
<td>Type of Work, Services, or Materials to be provided to complete contract</td>
<td>RCP Pipe and Manhole Material</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Iconix Waterworks, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subcontractor or Supplier?</strong></td>
<td>Supplier</td>
</tr>
<tr>
<td><strong>CSLB/Professional License #</strong></td>
<td>DIR Registration # (10 digits)</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>4522 Parker Ave STE 700</td>
</tr>
<tr>
<td><strong>City, State, Zip</strong></td>
<td>McClellan, CA 95652</td>
</tr>
<tr>
<td><strong>Contact Person</strong></td>
<td>Logan Center</td>
</tr>
<tr>
<td><strong>Email Address</strong></td>
<td>916-247-6872</td>
</tr>
<tr>
<td><strong>Phone</strong></td>
<td>916-247-6872</td>
</tr>
<tr>
<td>Estimated dollar value of work, services or materials to be performed</td>
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</tr>
<tr>
<td>Type of Work, Services, or Materials to be provided to complete contract</td>
<td>Pipe Material</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Signature (Principal of Firm)</th>
<th>Kevin Fitzpatrick - President</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td>4/21/2021</td>
</tr>
<tr>
<td><strong>Total Bid Amount (including additive alternates if applicable)</strong></td>
<td>$1,430,700.00</td>
</tr>
</tbody>
</table>
LOCAL BUSINESS ENTERPRISE (LBE) 
PARTICIPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

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

The City has established a minimum 5% participation level for LBES on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level. To qualify for this requirement, bidders must either (a) be an LBE, or (b) subcontract with a qualified LBE.

Detailed information about this program can be found at http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☐ YES - the firm submitting the bid is qualified as a local business enterprise.

☒ SUBCONTRACTING/SUPPLIERS - The firm submitting the bid is qualified by utilizing subcontractors and/or suppliers who qualify as local business enterprises.

☐ NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

________________________________________

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

________________________________________

________________________________________

________________________________________

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.
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 (3) 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:  SUBTERRA CONSTRUCTION, INC.

BY:  
President                                    Date: 4/21/2021

Signature                            Title

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

FM 681 7/10/9
MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

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

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

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

1. Classification & Expiration Date(s) of California Contractor’s License Number(s) held by firm:
   Class A - #1056913 Exp. 8/31/2021

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

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

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

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
   □ Yes   ☑ No
6. Answer either subsection A or B, as applicable:

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

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: \( \frac{N}{EH} \times 200,000 \), where

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

☐ 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 1350 Van Dyke Ave, STE 101, San Francisco, CA, on 4/21/2021
(Location) (Date)

Signature: ____________________________

Print name: Kevin Fitzpatrick

Title: President

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.
REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $250,000.00. 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 NOTICE REQUIREMENTS**

(a) 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.”

(b) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”
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
- Vacation
- Travel benefits
- Moving expenses
- Pension and retirement benefits
- Health benefits
- Membership or membership discounts
- 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.
REQUIREMENTS FOR THE LOCAL BUSINESS ENTERPRISE PROGRAM  
(LBE Program)

INTRODUCTION

The City of Sacramento has a Local Business Enterprise (LBE) Program to provide enhanced opportunities for local businesses to participate in the City’s procurement and contracting activities. The Program began with an LBE Preference for bid and proposal evaluation. The Program was then expanded to require minimum LBE Participation levels in specific contracts.

APPLICATION

As summarized in the table below, there are two components to the LBE Program:

1. LBE Preference: For certain contracts, a 5% LBE Preference is applied during the bid evaluation process.
2. LBE Participation Requirement: For certain contracts, a minimum 5% LBE participation level is required for a bidder to be considered responsive.

<table>
<thead>
<tr>
<th></th>
<th>Contracts Under $250,000</th>
<th>Contracts $250,000 or more</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Goods</td>
<td>Non-Professional Services</td>
</tr>
<tr>
<td>Apply 5% LBE Preference</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Apply 5% Minimum LBE Participation Requirement</td>
<td>NO</td>
<td>NO</td>
</tr>
</tbody>
</table>

Local Business Enterprise: A Local Business Enterprise (“LBE”) means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a “legitimate business presence” within City limits or the unincorporated area of Sacramento County.

A “legitimate business presence” within City limits or the unincorporated area of Sacramento County means:

1. An established business entity operating within the selected areas for at least 12 consecutive months prior to submission of bid; and
2. Legally operating a location in the City or unincorporated area of Sacramento County that is either:
   a. a principal business office or workspace; or
   b. a regional, branch, or satellite office with at least one full-time employee.

To qualify as an LBE, firms must meet these two requirements prior to the deadline for submission of bids or proposals. Upon the request of the City, firms shall provide proof of legally operating a location within City limits or the unincorporated County with the following documents:
   - Tax returns for the business;
   - Utility bill in the name of the business;
   - Business license; and/or
   - Secretary of State filings.

Exceptions
The LBE Program does not apply to procurement processes for contracts funded with federal funds, goods or services purchased through cooperative purchase agreements, or contracts entered into in response to a declared emergency.

LBE PREFERENCE

For contracts under $250,000, firms that qualify as an LBE will receive a 5% preference on all City procurement opportunities. For professional service contracts only, this preference also applies to procurement opportunities of $250,000 or more.

For contracts to be awarded in response to a solicitation for bids, a bid or quotation submitted by a firm that qualifies as an LBE will receive a 5% bid evaluation preference for the purpose of determining the lowest responsible bidder. This means that, for bid evaluation purposes, the total price bid by an LBE shall be reduced by 5%. However, this reduction only applies for bid evaluation purposes, and the resulting contract or purchase order will reflect the actual amount bid by the LBE.

For contracts awarded in response to a solicitation for proposals or qualifications, a firm that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

LBE PARTICIPATION REQUIREMENT

For non-professional service, professional service, and public project contracts of $250,000 or more, a minimum 5% LBE participation level is required. To receive credit for the 5% minimum
participation requirement, bidders must either (a) be an LBE, or (b) subcontract with a qualified LBE.

Under City Code section 3.60.270, when the City establishes a minimum participation level for LBE’s on a contract, no contractor shall be considered responsive unless its bid or proposal meets the minimum LBE participation level required.

City may waive or reduce the LBE Participation requirements on some procurement opportunities prior to acceptance of bids or proposals upon authorization from the City Manager or City Manager’s designee.

PARTICIPATION LEVEL REQUIREMENTS

LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers, as outlined below.

Participation Credit: To receive credit for LBE participation:

1. An LBE contractor or subcontractor must: (1) be responsible for the execution of a distinct element of the work; (2) possess any license or certification required for the work; and (3) actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor.

2. An LBE supplier must: (1) furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business; and (2) the materials or equipment must be necessary for performance of the work.

Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE Suppliers must be listed on a Subcontractor and LBE Participation Verification Form and submitted with a bid or proposal.

Subcontractors (including Truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on a Subcontractor and LBE Participation Verification Form and submitted with a bid or proposal.

Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking/hauling services, not including any amount paid to the Trucker for the cost of any materials or equipment being transported by the Trucker.
LBE REQUIREMENTS FOR CONTRACTOR

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

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE Program or these specifications.

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

1. The listed LBE subcontractor or supplier fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
2. The listed LBE subcontractor or supplier becomes bankrupt or insolvent.
3. The listed LBE subcontractor or supplier fails to meet the bond requirements of the Contractor.
4. The work performed or the materials or equipment provided by the listed LBE subcontractor or supplier are unsatisfactory or are not in accordance with the plans and specifications.
5. The listed LBE subcontractor or supplier fails to perform its contractual obligations.
6. It would be in the best interest of the City.

Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications or any other documents required for compliance with these specifications, or failure to utilize one or more LBE's in substantial compliance with the LBE utilization indicated in the Contractor's bid or proposal (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract.

A deduction may be made from the contract amount and the deduction shall not be more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid or proposal. Deduction shall be made from any payment due the Contractor. This is in addition to any deduction that may be made under any other provision of the Contract, the Sacramento City Code, or State law.

Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to the Reporting and Utilization Section above, the City shall provide written notice of the proposed deduction to the Contractor. The Contractor may, no later than 5 working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time, and location of the hearing shall be provided to the Contractor not less than 5 working days prior to the date of the hearing.

The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

Written Notices: The written notices and request described above shall be provided by registered or certified mail (return receipt requested), by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by personal delivery shall be deemed received on the date of delivery.
LBE status is applicable to the following:

- Any Sacramento addresses which encompasses both the City & unincorporated
  Sacramento County – including neighborhoods like Rosemont, Antelope, Foothill
  Farms & Walerga.
- North Highlands
- Carmichael
- Fair Oaks
- Orangevale
The map below can be found at: http://www.311.saccounty.net/Pages/Sacramento-County-Maps.aspx

For an interactive map showing exact address locations within the City of Sacramento or unincorporated County of Sacramento: http://generalmap.gis.saccounty.net/JSViewer/county_portal.html

for more information about a specific address visit our Assessor Parcel Viewer at www.sacgis.org

Doc Date: May, 2014
FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT
WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

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

Subterra Construction, Inc.
Bidder
By: Kevin Fitzpatrick
Title: President
Address: 1350 Van Dyke Ave., Ste. 101
San Francisco, CA 94124
Date: 5/6/2021

PLEASE READ CAREFULLY BEFORE SIGNING

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

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

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

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

4. A corporation, sign: "Blank Company, by John Doe, Secretary". (Or other title)
AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification June 8, 2021, is made and entered into between the CITY
OF SACRAMENTO, a municipal corporation ("City"), and
Subterra Construction, Inc., 1350 Van Dyke Ave., Ste. 101, San Francisco, CA 94124 ("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
Proposal Form submitted by the Contractor
Instructions to Bidders
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 November 10, 2020 (Resolution No. 2020-0354), 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.

Form approved by City Attorney 1-11-17
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:

FREEPORT BLVD COMBINED SEWER REPLACEMENT (4TH AVENUE TO BIDWELL WAY)
(PN:X14010098)

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

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

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

6. PROGRESS PAYMENTS

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

A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth
(20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City’s labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

C. Contractor shall not be paid for any defective or improper Work.

D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City’s Escrow Agreement for Security Deposits in Lieu of Retention.

E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

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

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 95 working days from the date of the Notice to Proceed (hereinafter called the “Completion Date”) unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

12. CITY’S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART
The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Contract.

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

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

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

Form approved by City Attorney 1-11-17
A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties’ best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor’s delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of __Two Thousand Three Hundred ($2,300.00)____ for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor’s default.

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

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

   A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

   B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City’s rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. **CONTRACTOR SHALL ASSUME RISKS**

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

18. **GENERAL LIABILITY OF CONTRACTOR**

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

19. **INSURANCE**

   During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 19.
Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

(1) **Commercial General Liability Insurance** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) **Automobile Liability Insurance** providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

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

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

(3) **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).
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 send insurance certificates reflecting the policy renewals directly to:

City of Sacramento  
c/o EXIGIS LLC  
P.O. Box 947  
Murrieta, CA 92564  

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; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

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

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;

B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

C. For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

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

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

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor’s Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

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

29. CONTRACTOR BANKRUPT

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

30. SURETIES’ OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:
A. The Surety under Contractor’s performance bond shall be fully responsible for all of the Contractor’s remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor’s obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

B. The Surety under Contractor’s payment bond shall be fully responsible for the performance of all of the Contractor’s remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

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 May 3, 2021

BY

Kevin Fitzpatrick
Print Name
President
Title

BY

Andrew Chung
Print Name
Secretary
Title

PW-LR-1000450072
DIR Registration #
83-4706984
Federal ID#
C4253779
State ID#
1045375
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
X 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

Form approved by City Attorney 1-11-17
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer
Panorama Risk & Insurance Solutions, LLC
16030 Ventura Blvd Ste 260
Encino, CA 91436

Contact Name: Shanel Hudson

Email Address: shudson@panorama360.com

Insured
SubTerra Construction, Inc.
1350 Van Dyke Ave., #101
San Francisco, CA 94124

Certificate Number: REVISION NUMBER:

Certification:
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Coverage:
A Commercial General Liability
B Automobile Liability
C Umbrella Liability
D Workers' Compensation and Employers' Liability
E Pollution

Certificate Holder
City of Sacramento Department of Utilities
1395 35th Avenue
Sacramento, CA 95822

Cancellation:
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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© 1988-2015 ACORD CORPORATION. All rights reserved.
| AGENCY CUSTOMER ID: SUBTCON-01 | SHUDSON |
| AGENCY | Panorama Risk & Insurance Solutions, LLC |
| POLICY NUMBER | SEE PAGE 1 |
| NAMED INSURED | SubTerra Construction, Inc. |
| CARRIER | SEE PAGE 1 |
| POLICY NUMBER | SEE PAGE 1 |
| CARRIER | SEE PAGE 1 |
| EFFECTIVE DATE: | SEE PAGE 1 |

**ADDITIONAL REMARKS**

**CONTRACTUAL INSURANCE REQUIREMENTS**

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

Panorama Risk & Insurance Solutions LLC,
52 S. 1st St., Suite 310
San Jose, CA 95113
CA License #6001592
Ph. 408-691-1709
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW</td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf:

   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to "bodily injury" or "property damage" occurring after:

   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
Additional insured endorsement

Name of Person or Organization

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy, but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

Limit of Liability

Bodily Injury each person/  $1,000,000 each accident
Property Damage $1,000,000 each accident
Combined Liability each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 01705119-

Issued to (Name of Insured): SUBTERRA CONSTRUCTION INC

Effective date of endorsement: 02/22/2021 Policy expiration date: 07/23/2021
ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

EFFECTIVE AUGUST 21, 2020 AT 12.01 A.M.
AND EXPIRING AUGUST 21, 2021 AT 12.01 A.M.

SUBTERRA CONSTRUCTION INC
1350 VAN DYKE AVE
SAN FRANCISCO, CA 94124

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<table>
<thead>
<tr>
<th>PERSON OR ORGANIZATION</th>
<th>JOB DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER</td>
<td>BLANKET WAIVER OF SUBROGATION</td>
</tr>
</tbody>
</table>

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 24, 2020

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO
WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to

Subterra Construction, Inc.
1350 Van Dyke Ave., Ste. 101
San Francisco, CA 94124

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

Freeport Blvd Combined Sewer Replacement (4th Avenue to Bidwell Way)
(PN: X14010098) (B21141321009)

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

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

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

GREAT AMERICAN INSURANCE COMPANY
1255 Treat Blvd., Suite 810, Walnut Creek, CA 94597

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obliged, in the sum of: One Million Four Hundred Thirty Thousand Seven Hundred Dollars ($1,430,700.00) for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.

SIGNED AND SEALED on May 4, 2021.

SUBTERRA CONSTRUCTION, INC.

By: [Signature]
Title: Kevin Fitzgerald - President

GREAT AMERICAN INSURANCE COMPANY

By: [Signature]
Title: An M. Pham, Attorney-in-Fact
Agent Name and Address: South Bay Bonding Insurance Services, Inc.
21060 Homestead Road, Suite 100, Cupertino, CA 95014
Agent Phone #: 650-903-0088
Surety Phone #: 925-988-2245
California License #: 0897992
Surety Email: wwilson@gaic.com
GREAT AMERICAN INSURANCE COMPANY®
Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FOUR

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Limit of Power</th>
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</thead>
<tbody>
<tr>
<td>NIP PHAM</td>
<td>ALL OF</td>
<td>$100,000,000</td>
</tr>
<tr>
<td>TUAN PHAM</td>
<td>CUPERTINO</td>
<td></td>
</tr>
<tr>
<td>SUSAN E. BARRETT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AN M. PHAM</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of JUNE 2019.

Attest

[Signature]
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

[Signature]
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:
On this 26TH day of JUNE 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

[Signature]
Notary Public, State of Ohio
My Commission Expires 06-10-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of May 2021.

[Signature]
Assistant Secretary

Page 87 of 189
ACKNOWLEDGMENT

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

State of California
County of ____________

On ____________, before me, ______________, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature ______________ (Seal)
ACKNOWLEDGMENT

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

State of California
County of San Francisco

On May 6, 2021 before me, Motoe Ngov, Notary Public (insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature ____________________________ (Seal)
CITY OF SACRAMENTO  
PAYMENT BOND  
Department of Utilities  

Bond No.: 3-86-88-30  
Premium: Included in Performance Bond

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

Subterra Construction, Inc.  
1350 Van Dyke Ave., Ste. 101  
San Francisco, CA 94124

hereinafter called Contractor, a contract for construction of:

Freeport Blvd Combined Sewer Replacement (4th Avenue to Bidwell Way)  
(PN: X14010098) (B21141321009)

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

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

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety):  
GREAT AMERICAN INSURANCE COMPANY  
1255 Treat Blvd., Suite 810, Walnut Creek, CA 94597  
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of One Million Four Hundred Thirty Thousand Seven Hundred Dollars ($1,430,700.00) on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on May 4, 2021.

SUBTERRA CONSTRUCTION, INC.  

By: [Signature]  
Title: Kevin Fitzgerald - President

ORIGINAL APPROVED AS TO FORM:  
City Attorney

GREAT AMERICAN INSURANCE COMPANY  

By: [Signature]  
Title: An M. Pham, Attorney-in-Fact
Agent Name and Address: South Bay Bonding Insurance Services, Inc.  
21060 Homestead Road, Suite 100, Cupertino, CA 95014  
Agent Phone #: 650-903-0088  
Surety Phone #: 925-988-2245  
California License #: 0697992  
Surety Email: wwilson@gaic.com

Effective 7-1-12

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GREAT AMERICAN INSURANCE COMPANY®
Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FOUR

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name          Address          Limit of Power
NIP PHAM      ALL OF            ALL
TUAN PHAM     CUPERTINO         $100,000,000
SUSAN E. BARRETT
AN M. PHAM

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.
IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of JUNE 2019.

GREAT AMERICAN INSURANCE COMPANY

Attest

[Signature]
Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:
On this 26TH day of JUNE 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

[Signature]
Assistant Secretary

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-10-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, he and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary, or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of May, 2021.

[Signature]
Assistant Secretary
ACKNOWLEDGMENT

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

State of California
County of Santa Clara

On May 4, 2021 before me, Christina Maria Tindall, Notary Public (insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature: Christina Maria Tindall
(Seal)
ACKNOWLEDGMENT

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

State of California
County of San Francisco

On May 6, 2021 before me, Motoe Ngov, Notary Public

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature __________________________
(Seal)
COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO

INTRODUCTION/FINDINGS

The purpose of this Community Workforce and Training Agreement is to promote efficiency of construction operations in the construction of major projects set forth in the City of Sacramento’s Capital Improvement Plan and other public works projects that are subject to this Agreement, thereby promoting the public interest in assuring the timely and cost-effective completion of such projects, and supporting the efforts of the City to increase employment opportunities for workers who are local area residents, and to provide construction career training and employment opportunities for the City's at-risk youth, military veterans, women and other disadvantaged residents through local apprenticeship and pre-apprentice programs.

A. The City adopts a five-year Capital Improvement Plan that identifies the public projects necessary to maintain and improve the physical properties of the City, including construction or repair of City buildings and facilities, such as streets, roads, storm drains, traffic signals, parks, and community centers.

B. The City undertakes and anticipates undertaking projects identified in the Capital Improvement Plan and other City public works projects that involve significant construction costs in excess of the threshold set forth in this Agreement.

C. The City Council has determined that the successful and cost-effective completion of these Capital Improvement Plan projects and other major City public works projects is of the utmost importance to the City and its taxpayers and the residents it serves.

D. The City has determined that applying a uniform workforce agreement to the Capital Improvement Plan and other public works construction projects that exceed the threshold set forth in this Agreement during the term of this Agreement will provide efficiencies for the City and its contractors.

E. Community workforce and training agreements and similar workforce agreements have been used successfully to achieve the goals and objectives set forth in this Agreement by other public agencies and private entities on major construction projects in the region, including on the Golden 1 Center project.

F. Large numbers of workers of various skills will be required in the performance of the construction work, including those workers represented by the Local Unions signatory to this Agreement and employed by contractors and subcontractors who are signatory to this Agreement.

G. The use of skilled labor on construction work increases the safety of construction operations and the quality of completed work.
H. Major projects subject to this Agreement will require multiple contractors and bargaining units to be on the job site at the same time over an extended period of time, increasing the potential for work disruption in the absence of an overriding commitment to maintain continuity of work.

I. The interests of the general public and taxpayers, the City, the Contractor(s) and the Unions would be best served if the construction work proceeded in an orderly manner without disruption and delay.

J. The Contractor(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement.

K. This Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.

L. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the Sacramento City Code, the California State Public Contract Code and other applicable state, local and federal laws.

M. The City has the right and is legally obligated, subject to certain exceptions, to select the lowest responsive and responsible bidder for the award of construction contracts on the Project or to reject all bids.

N. The City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and also recognizes the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry.

O. The parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Capital Improvement Plan projects and other major City public works projects subject to this Agreement.
NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Community Workforce and Training Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Addendum A) required to be executed by any Contractor(s) working on the Project as a precondition to performing Covered Work on the Project.

1.3 "City" means the City of Sacramento.

1.4 "Completion" means the point at which there is Final Acceptance by the City, which occurs when the City determines that the entire project is complete in accordance with the City's Standard Specifications. The date of completion of the entire Project shall be specified in any Notice of Completion filed pursuant to Civil Code Section 3093.

1.5 "Construction Contract" means all public works contracts approved by the City for a Project, including design-bid, design-build, lease-leaseback or other contracts under which Covered Work is performed.

1.6 "Contractor" or "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any successor or assigns of such persons or entities, that has entered into a contract with the City, or with any other person or entity contracting for work on the Project on behalf of the City (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the City, and any of its contractors or subcontractors of any tier.

1.7 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft union signatory hereto, copies of which shall be provided to the City.

1.8 "Project" means any City public works project where any bid solicitation for any Construction Contract related to the Project is issued on or after January 1, 2019, where either the engineer's estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the Construction Contracts for the Project exceeds One Million Dollars ($1,000,000). All Construction Contracts required to complete an integrated City construction project shall be considered in determining the threshold value of the Project.

1.9 "Project Manager" means the person or business entity designated by, or under
contract with the City to oversee all phases of construction on the Project.

1.10 "Trades Council" means the Sacramento-Sierra Building and Construction Trades Council, AFL-CIO.

1.11 "Union" or "Unions" means the labor organizations that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Local Unions"). The Trades Council and the Unions are collectively referred to herein as the "Unions."

ARTICLE II
SCOPE OF AGREEMENT

2.1 Parties. This Agreement applies and is limited to all Contractor(s), performing Construction Contracts on the Project, the City, the Trades Council and the Local Unions that are signatory to this Agreement.

2.2 Applicability. This Agreement governs all Construction Contracts awarded on the City Projects subject to this Agreement. For purposes of this Agreement, a Construction Contract is considered completed as described in Section 1.4, except when the City's authorized representative directs a Contractor to engage in repairs, warranty work, or modifications as required under the original Construction Contract with the City.

2.2.1 Covered Work. This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, and modular furniture installation. On-site work includes work done solely for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.2.2 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance or operational revisions to systems and/or subsystems for the Project that are part of the original Construction Contract, including when performed after Completion, unless it is performed by City employees.

2.2.3 This Agreement covers all on-site fabrication work over which the City, Contractor(s) or their subcontractors possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site fabrication work necessary for the Project that is traditionally
performed by any of the Unions and that is covered by a Master Agreement or local addenda to a National Agreement of the applicable Union(s) in effect as of the execution date of this Agreement.

2.2.4 The furnishing of supplies, equipment or materials that are stockpiled for later use are not covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand, or other fill or material that is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by law. Contractor(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by the Construction Contract.

2.2.5 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XIV and XV of this Agreement shall apply to such work.

2.3 Exclusions from Covered Work

2.3.1 The Agreement is limited to construction work on a Project and is not intended to and shall not affect or govern the award of construction contracts by the City which are not a part of a Project.

2.3.2 The Agreement does not apply to a Contractor(s)' non-construction craft employees, including but not limited to executives, managerial employees, contract and/or construction managers, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative, management, office, professional, and clerical employees.

2.3.3 The Agreement does not apply to work by employees of the City.

2.3.4 The Agreement does not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.3.5 The Agreement does not apply to work performed by employees of an Original Equipment Manufacturer ("OEM") or vendor on the OEM's or vendor's equipment if required by the warranty agreement between the OEM or vendor and the City in order to maintain the warranty or guarantee on such equipment, and provided that the warranty agreement is the OEM's or vendor's usual and customary warranty agreement for such equipment.

2.3.6 The Agreement does not apply to specialized or technical work requiring specialized training, unique skills, and/or a level of specific technical experience that the Unions do not possess, including the use of specialty equipment and tools. Before any Contractor subcontracts any work subject to this exception, such Contractor shall give the
Trades Council at least three (3) days advance notice. Any specialized or technical work subject to this Section anticipated by the Project Manager or any Contractor shall be discussed at the Pre-Job Conference held pursuant to Article V. Any disputes regarding the application of this Section shall be resolved by the parties through the expedited arbitration process in Section 4.2 to determine whether any violation of this section has occurred.

2.3.7 The Agreement does not apply to laboratory work for specialty testing or inspections and all testing or inspections not covered by the Master Agreement of one of the signatory Unions.

2.3.8 The Agreement does not apply to any work performed on, near, or leading to the Project and undertaken by state, county, or other governmental bodies or their contractors, or public utilities or their contractors.

2.3.9 The Agreement does not apply to any work related to the creation or installation of any Art Work by an individual Artist as part of the City’s Art in Public Places requirement. For purposes of this Agreement, “Art Work” is a unique, one-of-a-kind decorative element to be incorporated into the building or site, the design, illustration, and detailing of which can only be fully completed in the field and can only be performed by the individual Artist. An “Artist” is an individual that is engaged by the City or the Primary Employer to create and install Art Work. The Artist shall perform all final adjustments, finishing touches, and final painting of any Art Work.

2.3.10 The Agreement does not apply to work on any housing or residential component of a Project that is otherwise covered by this Agreement.

2.4 Award and Enforcement of Construction Contracts. Notwithstanding any other provision of this Agreement, the City has the absolute right to select any qualified bidder for the award of Construction Contracts and to enforce all provisions of its Construction Contracts. The bidder need only be willing, ready and able to execute the Addendum A Agreement to be Bound and comply with this Agreement. This Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the City agree to be bound by the terms and conditions of the Agreement.

3.2 By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor(s) agrees to be bound by each and every provision of the Agreement, and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s) shall provide a copy of this Agreement to such subcontractor, and shall require their subcontractor,
as a condition to accepting an award of a construction subcontract, to agree in writing to be 
bound by each and every provision of this Agreement prior to the commencement of work by 
executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.4 This Agreement is only binding on the signatories and their successors and 
assigns, and does not apply to the parents, affiliates, subsidiaries, or other ventures of any such 
party. Each Contractor and subcontractor is alone liable and responsible for its own individual 
acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise 
provided by law or the applicable Schedule A. Any dispute between the Union(s) and the 
Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the 
rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) 
party to this Agreement. Any liability by a signatory Union to this Agreement shall be several 
and not joint. Any alleged breach of this Agreement by a signatory Union does not affect the 
rights, liabilities, obligations and duties between the signatory Contractor(s) and the other 
Union(s) party to this Agreement.

3.5 The provisions of this Agreement, including the Master Agreements of the 
Local Unions having jurisdiction over the work on the Project, incorporated herein by 
reference, shall apply to the work covered by this Agreement, notwithstanding the provisions 
of any other local, area and/or national agreements which may conflict with or differ from the 
terms of this Agreement. Where a subject covered by the provisions of this Agreement is also 
covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a 
subject is covered by the provisions of a Master Agreement and is not covered by this 
Agreement, the provisions of the Master Agreement shall prevail.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY 
STRIKES AND LOCKOUTS

4.1 The Unions, City and Contractor(s) covered by the Agreement agree that for the 
duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, 
handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any 
kind, for any reason, by the Unions or employees employed on the Project, at the job site of the 
Project or at any other facility of the City because of a dispute on the Project. Disputes arising 
between the Unions and Contractor(s) on other City projects are not governed by the terms of 
the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor of workers 
employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor completes the 
performance of work under the Construction Contract and the Union or Contractor gives notice 
of demands for a new or modified Master Agreement, the Union agrees that it will not strike on 
work covered under this Agreement and the Union and the Contractor agree that the expired 
Master Agreement shall continue in full force and effect for work covered under this Agreement 
until a new or modified Master Agreement is reached.
4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s) or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Trades Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Senior Executive of the Trades Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration. Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Barry Winograd, as the permanent arbitrator, or John Kagel, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Section 14.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the City and the party alleged to be in violation, and to the Trades Council and involved Local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. The hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend such hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award.
The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings and the party alleged to be in breach of its obligation under this Article.

ARTICLE V
JOINT LABOR/MANAGEMENT MEETINGS AND PRE-JOB CONFERENCES

5.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, joint Labor/Management meetings between the City, the Project Manager, the Contractor(s) and the Unions shall be held on a periodic basis to be determined by the parties. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These meetings will include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project.

5.2 Pre-Job Conferences. The Project Manager shall convene and conduct a Pre-Job Conference with representatives of all involved Contractor(s) and the Unions at least twenty-one (21) calendar days prior to the commencement of any Covered Work on the Project and prior to the commencement of any Covered Work on each subsequently awarded Construction Contract or phase of the Project. The conference shall be attended by a representative of each participating Contractor and each affected Union. The Trades Council and City may attend at their discretion. The Project Manager and the Contractor(s) shall be prepared to discuss in detail: (i) the scope of work for each Contractor; (ii) craft assignments; (iii) estimated number of craft workers required to perform the work; (iv) transportation arrangements; (v) estimated start and completion dates of the work; and (vi) planned use of pre-fabricated materials. The meeting shall be held at a location mutually agreeable to the parties.
ARTICLE VI
NO DISCRIMINATION

6.1 The Contractor(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII
UNION SECURITY

7.1 The Contractor(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees performing work covered by this Agreement shall, as a condition of employment on or before the eighth (8th) day of consecutive or cumulative employment on the Project, be responsible for the payment of the applicable periodic working dues and any associated fees uniformly required for union membership in the Local Union that is signatory to this Agreement for the duration of his or her employment on the Project. Nothing in this Agreement is intended to prevent any non-union employees from joining the Local Union.

7.3 Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Union(s) must comply with the required check-in procedure prior to visiting the work area.

ARTICLE VIII
REFERRAL

8.1 Contractor(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Local Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s) in accordance with this Article VIII.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s) consistent with Section 2.3.2 of this Agreement.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.
ARTICLE IX
LOCAL HIRE, APPRENTICESHIP AND WORKFORCE DEVELOPMENT

9.1 Local Hire. It is in the interest of the parties to this Agreement to facilitate employment of City of Sacramento and Sacramento County residents and to develop increased numbers of local skilled construction workers to meet the requirements of the regional construction economy. The “Local Area” is defined as the City of Sacramento, Sacramento County, and the additional nine counties in section 9.1.3 below. It is the objective of the parties that not less than fifty percent (50%) of the combined journey-level and apprentice hours worked on the Project, on a craft by craft basis, be worked by residents of the Local Area. The Unions agree that residents of the Local Area shall be first referred for Project Work, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:

9.1.1 Priority 1: Residents of the City of Sacramento.

9.1.2 Priority 2: Residents of Sacramento County outside of the City of Sacramento.

9.1.3 Priority 3: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra and San Joaquin.

9.2 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons and apprentices to fulfill the requirements of the contractor and to meet the Local Area resident hiring objectives of this Agreement, and will provide, at the time of referral, information to the City and its representatives regarding the zip code where each skilled craft persons and apprentices referred for Project Work resides. The Local Area residents referred by the Unions must possess the requisite skills and qualifications required for the position to be filled and such referrals shall be in accordance with law and consistent with the Local Union’s hiring hall rules and procedures.

9.3 The parties also recognize and support the City’s commitment to provide opportunities for participation of City of Sacramento businesses on Projects covered by this Agreement. In furtherance of this commitment and the local hire objectives of this Agreement, the parties agree that such City of Sacramento contractors and subcontractors awarded work on the Project may request by name, and the Local Union will honor, referral of such Contractor’s “core” employees who have applied to the Local Union for Project work, and who demonstrate the following qualifications:

(1) possess any license required by state or federal law for the Project work to be performed;

(2) have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;
were on the Contractor’s active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;

have the ability to perform safely the basic functions of the applicable trade;

and

are City of Sacramento residents.

For purposes of this Section 9.3, a City of Sacramento contractor or subcontractor is any construction contractor that maintains its principal place of business in the City of Sacramento. A City of Sacramento resident is any individual who six (6) months prior to the award of the Construction Contract to the Contractor can certify through a utility bill or other similar means acceptable to the parties that the individual resides within the municipal boundaries of the City of Sacramento.

9.4 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor’s “core” employees as a journeyman and shall repeat the process, one and one, until such Contractor’s crew requirements are met or until such Contractor has hired four (4) “core” employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor’s work, the ratio shall be maintained and when the Contractor’s workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

9.5 The work hours performed by any out-of-state residents shall not be included in the total work hours on the Project in calculating the percentage of total work hours worked by Local Area residents.

9.6 Apprenticeship and Workforce Development.

9.6.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s) shall employ apprentices of a California State-approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The apprentice ratios will comply with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination. Consistent with the Master Agreements and state law, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

9.6.2 It is an objective of the parties that not less than twenty percent (20%) of all apprentice hours worked on the Project, on a craft by craft basis, shall be worked by “Priority Apprentices.” Priority Apprentices shall reside in one of the economically disadvantaged zip codes listed in section 9.6.2.1 and meet one additional Priority Apprentice criteria in section 9.6.2.2 below. Contractors shall reach this goal through utilization of the normal hiring hall procedures. The Unions are committed to working with the Contractors to achieve these goals. All apprentices referred to Contractors under this Agreement shall be enrolled in State of California approved Joint Apprentice Training Programs.
9.6.2.1 To qualify as a Priority Apprentice, an apprentice must reside in one of the following economically disadvantaged zip codes: 95652, 95660, 95811, 95814, 95815, 95817, 95820, 95823, 95824, 95832, 95838.

9.6.2.2 In addition to residing in one of the economically disadvantaged zip codes, to qualify as a Priority Apprentice, an apprentice must satisfy one of the eligibility criteria maintained and enforced by the Sacramento Employment and Training Agency ("SETA"), including criteria for: veterans; prior offenders; public assistance recipients; foster youth; homeless; unemployed individuals; women interested in joining the trades; and/or other criteria as may be agreed to by the City and the Trades Council. Determination of an individual’s satisfaction of the Priority Apprentice criteria shall be made in a manner consistent with historic eligibility determination policies and practices. The individual must also meet eligibility criteria and application requirements for applicable Union apprenticeship programs.

9.6.2.3 In the event that an insufficient number of apprentices have been identified to meet the Priority Apprentice work hour objectives of this Agreement from the economically disadvantaged zip code specified in Section 9.6.2.1 after a good faith effort to identify eligible residents, the Priority Apprentice goals may be satisfied by identifying apprentices that satisfy one of the SETA criteria described in Section 9.6.2.2 and who also are residents of the Local Area in the order of priority set forth in Section 9.1.

9.6.3 The Trades Council and Unions will determine the admission and training of Priority Apprentices placed into applicable apprenticeship programs. Upon request from a Contractor, the Unions shall timely dispatch available apprentices who satisfy specified Priority Apprentice criteria, the requirements of a specific job and such other applicable bona fide qualifications.

9.7 The Contractor and Unions shall make good faith efforts to reach the local hire, and Priority Apprentice goals set forth in Section 9 through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprenticeship programs. The Unions are committed to working with the Contractor(s) and community-based organizations to achieve these goals. At least annually, the Unions and the City will conduct a Community Career Fair to provide at-risk youth, veterans, and others an opportunity to learn about each craft and the process for entering their apprenticeship programs.

9.7.1 To assess compliance with the local hire and Priority Apprentice goals of the CWTA, Contractor shall provide monthly workforce reports at the regular Joint Labor/Management meetings required by the CWTA. The workforce reports shall include information regarding the number of: (i) journey-level workers that are Local Area Residents; (ii) Apprentices that are Local Area Residents and satisfy the other Priority Apprentice criteria, including a breakdown of apprentices that reside within the targeted zip codes. The Contractor(s) and the Unions agree to furnish all information required to prepare these reports.
9.7.2 In the event that the workforce reports indicate that the local hire and apprenticeship goals of the CWTA are not being met, the Project Manager or his or her designee shall explore with the Contractors and subcontractors and the Unions additional actions and measures that may be taken to ensure compliance with such goals.

9.7.3 The Contractor(s) will describe the requirements, performance and enforcement mechanisms of this CWTA including this Apprenticeship Program in each subcontract. Any Contractor or subcontractor who fails to employ without just cause Apprentice(s) dispatched by an Apprenticeship Program thereby jeopardizing its opportunity to achieve the apprenticeship goals described above shall, upon receipt of written notice from the Project Manager or his or her designee, be given thirty (30) days to promptly employ such number of dispatched Apprentices as may be required to meet the stated apprentice goals available under that certain Subcontractor's subcontract. In the event of a second written notice of failure to employ without just cause dispatched Apprentices from the Unions to a Contractor or subcontractor, the Project Manager or his or her designee shall take such actions as it deems appropriate to the circumstances and necessary to achieve the purposes of the CWTA, bid documents, and the subcontractor's subcontract.

9.8 Student Internship Opportunities. All Contractors awarded Construction Contracts to perform Covered Work on the Project shall make a good faith effort to provide paid internship opportunities to eligible students. Such opportunities may include engineering, design, and/or construction management work associated with the implementation and administration of the Project.

9.9 Good Faith Efforts. A Contractor must take the following good faith steps to demonstrate that it has made every effort to reach the Local Hire, Priority Apprentice, and Student Internship goals of this Agreement. The Contractor shall attend scheduled Pre-Job meetings held under this Agreement and shall submit written workforce projections and projected work hours on a craft-by-craft basis.

9.9.1 Within seven (7) calendar days after Notice to Proceed, the Contractor shall meet with the Unions and the City to present its plan for reaching the Local Hire, Priority Apprentice and Student Internship goals.

9.9.2 The Contractor or subcontractor shall notify the Project Manager by U.S. Mail or electronic mail if a Union hiring hall cannot, upon request by the Contractor or subcontractor, dispatch Local Area residents and/or Priority Apprentices to the Project. It shall be the responsibility of the Contractor to retain all evidence of such good faith efforts.

9.10 Enforcement, Compliance and Reporting.

9.10.1 Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports, described in section 9.7.1 above, documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on Local Area residents, Priority Apprentice, and Student Internship work hour utilization on the Project; and 2) documentation showing any requests made to the Union dispatchers for Local Area residents and Priority Apprentices and the Union's response to the request.
9.10.2 The City staff shall monitor the operation of the Local Hire, Priority Apprentice and Student Internship programs and shall consider allegations of non-compliance with the goals stated in this Article. If there is a determination by the City that a Contractor has not complied with the goals or demonstrated good faith efforts to do so, the City and the Contractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

ARTICLE X
HELMETS TO HARDHATS

10.1 The Contractor(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractor(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.2 The Unions and Contractor(s) agree to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI
WAGES AND BENEFITS

11.1 All Contractor(s) agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate Local Unions.

11.2 By signing this Agreement, the Contractor(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in Section 11.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a separate Subscription Agreement(s) for a Trust Fund(s) when required by such Trust Fund(s).
11.3 **Wages, Hours, Terms and Conditions of Employment.** The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts to the extent such Master Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

11.4 During the period of construction on this Project, the Contractor(s) agrees to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining entity on the effective date as set forth in the applicable agreement. The Unions shall notify the Contractor(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

11.5 **Holidays.** Holidays shall be in compliance with the applicable Schedule A agreement.

**ARTICLE XII**

**COMPLIANCE**

12.1 It shall be the responsibility of the Contractor(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article XI. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The City shall monitor and enforce the Contractor(s)' compliance with this Agreement and with the prevailing wage requirements of the State to the extent required by law.

**ARTICLE XIII**

**EMPLOYEE GRIEVANCE PROCEDURE**

13.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

**ARTICLE XIV**

**GENERAL GRIEVANCE PROCEDURE**

14.1 **Project Labor Disputes.** All disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor and a signatory Union are parties shall be resolved pursuant to the resolution procedures of that Master Agreement. All disputes relating to the interpretation or application of this Agreement, excluding work stoppages, strikes, sympathy strikes, and lockouts subject to Article IV, shall be subject to resolution by the grievance arbitration procedures set forth in this Article XIV.
14.2 No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual written agreement of the parties.

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days of the Step 1 meeting, within five (5) business days thereafter, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance proceeding, prior to a Step 2 meeting, the Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. The Project Manager and the Trades Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not settled in Step 2 within five (5) business days, within five (5) business days thereafter, either party may request the dispute be submitted to an Arbitrator for final and binding arbitration. The request for arbitration must be in writing with a copy to Project Manager. Should the parties be unable to mutually agree on the selection of an Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. The Project Manager shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first. The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 14.2 may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.
In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

14.3 Retention. At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed sufficient to cover the damages alleged in the grievance should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

ARTICLE XV
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

15.1 The assignment of Covered Work will be solely the responsibility of the Contractor(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

15.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor(s) subject to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Contractor(s) subject to this Agreement.

15.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

15.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor(s)' assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Contractor will conduct a pre-job conference with the Unions in accordance with Section 5.2 of this Agreement.

ARTICLE XVI
MANAGEMENT RIGHTS

16.1 The City and Contractor(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their workforce in their sole discretion. Except as provided by Section 2.2.3 and by the lawful Manning provisions in the
applicable Master Agreement, no rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

ARTICLE XVII
DRUG & ALCOHOL TESTING

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 The parties agree to recognize and use the Substance Abuse Program contained in each applicable Local Union's Master Agreement, except as it may conflict with the City's Drug-Free Workplace Policy. In the event of a conflict, the City's policy shall prevail.

ARTICLE XVIII
SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor(s), the Unions will no longer be bound by the provisions of Article IV.

18.3 The parties agree that should any Project subject to this Agreement receive a non-de minimis allocation of federal funds for construction of the Project, and such federal funding allocation, whether or not allocated through the state, includes a condition to receipt of the federal funds that prohibits the City from applying any local hiring preference in any contracts for construction of the Project, or that prohibits application of any other provision or provisions of this Agreement, the local resident hiring provisions contained in Article IX, or any other provision or provisions of this Agreement prohibited by such condition to receipt of federal funds for Project construction, shall not be applied to the Project, but all other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE XIX
AMENDMENT/COUNTERPARTS/AUTHORITY

19.1 Any substantive modification of any provision or addendum to this Agreement must be reduced to writing and signed by the City, Trades Council and Unions to be effective.
19.2 This Agreement may be executed in counterparts, such that original
signatures may appear on separate pages, and when bound together all necessary signatures
shall constitute an original. Facsimile or scanned signature pages transmitted to other
parties to this Agreement shall be deemed equivalent to original signatures.

19.3 Each of the persons signing this Agreement represents and warrants that such
person has been duly authorized to sign this Agreement on behalf of the party indicated and
each of the parties by signing this Agreement warrants and represents that such party is
legally authorized and entitled to enter into this Agreement.

**ARTICLE XX**

**TERM**

20.1 This Agreement shall remain in full force and effect for a period of five (5)
years from the date it becomes effective. Every six to twelve months, the City and the
Trades Council agree to meet and confer regarding the experience with Projects covered
by the Agreement, and to determine whether any changes in the administration or
implementation of the Agreement would be beneficial or would improve operation of the
Agreement. Prior to the expiration of this Agreement, the parties may agree to extend the term
of this Agreement or enter into a new agreement incorporating any substantive changes based
on the status of and experience with Projects covered by the Agreement.

CITY OF SACRAMENTO

[Signature]

Date: Nov. 9, 2018

Assistant City Manager Francesca Lee Halbakken for
City Manager Howard Chan

Approved as to form:

[Signature]

Date: Nov. 9, 2018

City Attorney

Attested to by:

[Signature]

Date: Dec 5, 2018

City Clerk
SACRAMENTO BUILDING AND CONSTRUCTION TRADES COUNCIL,
AFL-CIO COUNCIL

Date: 11/09/2018

Name: 

Executive Director

Title:
Asbestos Workers Local #16

Bricklayers Local #3

Boilermakers Local #549

Cement Masons Local #400

Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions

District Council #16 International Union of Painters & Allied Trades

Elevator Constructors Local #8

International Brotherhood of Electricians Local #340

Sprinkler Fitters Local #669

Asbestos, Lead and Mold Laborers Local #67

UNIONS

Iron Workers Local #118

Laborers Local #185

Operating Engineers Local #3

Plasterers & Cement Masons Local #300

UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355

Plumbers & Pipefitters Local #447

Roofers Local #81

Sheet Metal Workers Local #104

Teamsters Local #150
Addendum A

COMMUNITY WORKFORCE AND TRAINING AGREEMENT
CITY OF SACRAMENTO

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Sacramento Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto.

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Master Agreement as described in Article XI of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR.

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: 4/29/2021

Subterra Construction, Inc.

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<td>Kevin Fitzpatrick</td>
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<td>Kevin Fitzpatrick - President</td>
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CSLB # or Motor Carrier Permit
Construction and Demolition (C&D) Debris Recycling Requirements

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

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

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

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

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

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

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

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

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

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

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

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

3. **Contractor.** Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See Attachment 2 for list of C&D Debris Haulers and Facilities).
4. During the course of the project, Contractor shall maintain a waste log (see Attachment 3), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

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

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

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

Building Permit Numbers: TBD

Please include all known permit numbers related to this project.

Form submitted by: Kevin Fitzpatrick - kfitzpatrick@subterraconstruction.com

Please attach a business card or include your name with a phone number and/or an email address.

This Waste Management Plan (WMP) must be submitted and approved before your building permit(s) will be issued. Only one WMP is required if a project has multiple building permits associated to it (i.e., multiple houses in a subdivision, or multiple related permits at one address). The Administration fee is 0.04% of the job valuation (min $40, max $800). If applicable, a security deposit of 1% of the job valuation (max $10,000) will be required. The accompanying Waste Log must be submitted within 30 days of final inspection (or permit expiration) of the project, or a fine may be imposed. Approval may also be delayed if the Waste Log from a previous project is due.

Building Project Information:

Job Address: Feeport Blvd & Bidwell Way, Sacramento, CA 95818
Contractor: SUBTERRA CONSTRUCTION, INC.
Address: 1350 Van Dyke Ave, STE 101, San Francisco, CA 94124
Owner: City of Sacramento Department of Utilities
Address: 1395 35th Ave, Sacramento, CA 95822

Phone: 415-565-1244
Email: office@subterraconstruction.com
Phone: 916-608-1412
Email: tmoresesco@cityofsacramento.org

Briefly describe the project:
Remove and replace 650 LF of 10", 145 LF of 12", and 910 LF of 42" combined sanitary sewer pipe.

Materials Required to be Recycled

65% of all debris must be recycled if generated during the course of your project. You can either source-separate them, which may be hauled by anyone, or mix them in one container and send the mixed C&D debris load to a Certified Mixed C&D Sorting Facility. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see the Definitions section, on the next page, for more information.

Material Management

How the C&D debris will be stored on the project site: □ Mixed C&D ■ Source-Separated

Company to haul away debris: Self-Haul
Facilities to receive debris: TBD (Authorized Facility)

Waste Log and tickets must be submitted within 30 days of permit being finalized.

Office Use Only:
Approved by: ___________________________ On date: ___________________________
Fee amount: $______________
Definitions
Please read and understand these terms. Call Recycling & Solid Waste (RSW) at (916) 808-0965 if these terms are not clear to you. More information is also available online at http://www.cityofsacramento.org/public-works/RSW/Collection-Services/Recycling/Construction-and-Demolition.

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

2. **Franchised hauler**: See a list provided at https://swa.saccounty.net/Pages/Franchisee-Listing.aspx. These companies are the only companies in Sacramento who can legally collect and haul mixed C&D debris.

3. **Source separation**: This is achieving compliance with the recycling requirement by keeping wood, metal, cardboard, or other recyclables in separate containers. Source-separated material may be hauled by anyone.

4. **Mixed C&D debris**: This is achieving compliance with the recycling requirement by putting all recyclable debris into one container. Mixed material must be sent to a certified mixed C&D sorting facility to have the recyclable material extracted and recovered. Mixed material also must be either self-hauled, or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.

5. **Certified Mixed C&D Sorting Facility**: See list at https://swa.saccounty.net/Pages/CDDebrisSortingFacilities.aspx. These facilities have been certified by the Sacramento Regional Solid Waste Authority to extract recyclable materials from mixed C&D debris. If you achieve compliance by mixed recovery, your debris must go to a certified mixed sorting facility.

Terms and Conditions
- Your approved Waste Management Plan and Waste Log must be kept on the job site in the permit folder for the duration of the project.
- City of Sacramento staff may enter the jobsite to inspect waste collection areas.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only SWA-Franchised Haulers or self-haulers (as defined above) may collect and transport trash or mixed C&D material from the jobsite.
- Construction and Demolition Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted within 30 days of your permit being finaled or expired. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site. Enter your Permit Number on your Waste Log now!
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.

Failure to comply with these terms and conditions may result in a fine and a security deposit on future projects.
## Certified Mixed C&D Facilities

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Waste / Elder Creek Transfer and Recovery</td>
<td>(916) 387-8425</td>
</tr>
<tr>
<td>Florin-Perkins Public Disposal</td>
<td>(916) 443-5120</td>
</tr>
<tr>
<td>L&amp;D Landfill</td>
<td>(916) 737-8640</td>
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<tr>
<td>Waste Management / K&amp;M Recycle America</td>
<td>(916) 452-0142</td>
</tr>
</tbody>
</table>

## Franchised Haulers

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Phone Number</th>
<th>Facility Name</th>
<th>Phone Number</th>
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<tbody>
<tr>
<td>ACES Waste Services, Inc.</td>
<td>(866) 488-8837</td>
<td>Elk Grove Waste Management, LLC</td>
<td>(916) 689-4052</td>
</tr>
<tr>
<td>Allied Waste Services</td>
<td>(916) 631-0600</td>
<td>Mini Drops, Inc.</td>
<td>(916) 686-8785</td>
</tr>
<tr>
<td>All Waste Systems, Inc.</td>
<td>(916) 456-1555</td>
<td>Norcal Waste Services of Sacramento</td>
<td>(916) 381-5300</td>
</tr>
<tr>
<td>Atlas Disposal Industries, LLC</td>
<td>(916) 455-2800</td>
<td>North West Recyclers</td>
<td>(916) 686-8575</td>
</tr>
<tr>
<td>Central Valley Waste Services, Inc.</td>
<td>(209) 369-8274</td>
<td>Waste Removal &amp; Recycling</td>
<td>(916) 453-1400</td>
</tr>
<tr>
<td>City of Sacramento Solid Waste</td>
<td>(916) 808-4839</td>
<td>Western Strategic Materials, Inc.</td>
<td>(916) 388-1076</td>
</tr>
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</table>

## Recyclers*

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<tr>
<th>Facility Name</th>
<th>Phone Number</th>
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<tbody>
<tr>
<td>Bell Marine</td>
<td>(916) 442-9089</td>
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<tr>
<td>C &amp; C Paper Recycling</td>
<td>(916) 920-2673</td>
</tr>
<tr>
<td>EBI Aggregates</td>
<td>(916) 372-7580</td>
</tr>
<tr>
<td>International Paper</td>
<td>(916) 371-4634</td>
</tr>
<tr>
<td>Modern Waste Solutions</td>
<td>(916) 447-6800</td>
</tr>
<tr>
<td>PRIDE Industries, Inc.</td>
<td>(916) 640-1300</td>
</tr>
<tr>
<td>Recycling Industries, Inc.</td>
<td>(916) 452-3961</td>
</tr>
<tr>
<td>Sacramento Local Conservation Corps</td>
<td>(916) 386-8394</td>
</tr>
<tr>
<td>Smurfit-Stone Container Corporation</td>
<td>(916) 381-3340</td>
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<tr>
<td>Southside Art Center</td>
<td>(916) 387-8080</td>
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<tr>
<td>Spencer Building Maintenance, Inc.</td>
<td>(916) 922-1900</td>
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## Recovery Stations & Landfills

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<tr>
<th>Facility Name</th>
<th>Phone Number</th>
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<tbody>
<tr>
<td>Elder Creek Recovery &amp; Transfer Station</td>
<td>(916) 387-8425</td>
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<tr>
<td>Kiefer Landfill</td>
<td>(916) 875-5555</td>
</tr>
<tr>
<td>L &amp; D Landfill</td>
<td>(916) 383-9420</td>
</tr>
<tr>
<td>North Area Recovery Station</td>
<td>(916) 875-5555</td>
</tr>
<tr>
<td>Sacramento Recycling &amp; Transfer Station</td>
<td>(916) 379-0500</td>
</tr>
<tr>
<td>Waste Management Recycle America</td>
<td>(916) 452-0142</td>
</tr>
</tbody>
</table>

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

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

Please put all known permit numbers related to this project.

This waste log must be submitted to Solid Waste within 30 days of the building permit being finaled (or expired). This waste log, and the supporting weight tickets, must also be kept on file for one year after project completion.

<table>
<thead>
<tr>
<th>Date</th>
<th>Hauler</th>
<th>Material</th>
<th>Destination</th>
<th>Weight*</th>
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</tbody>
</table>

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.


Destination: Indicate the facility that received the material for disposal or recycling

*Weight: Indicate the weight. If weight is not known, put volume. Example: “3.2 tons” – or – “10 yards”

Office Use Only:

Received by: ___________________________ On date: ________________

□ Logged □ Approved □ Scanned □ Filed

Total Diversion: __________%
NOVEL CORONAVIRUS (COVID-19) SAFETY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

SectionIncludes: COVID-19 safety requirements to address the COVID-19 epidemic, including without limitation any requirements imposed by federal, state, and local guidelines and orders or those necessary for performance of work safely.

These COVID-19 safety requirements are not all encompassing and may need to be modified by the Contractor for individual construction tasks and updated as the COVID-19 epidemic evolves.

The Contractor and all its sub-tier level subcontractors and suppliers shall account in their Bid and sub-bids for all cost impacts whether affecting labor (including, but not limited to obtaining qualified workers, quantity of workers, as well as their productivity), deliveries, supervision, testing and/or procurement of materials and/or equipment and time caused by any COVID-19 safety requirements, including without limitation those found in all public health and governmental directives in place at the time Bids are received by the City for this Project.

A. Related Sections:

1. Section 00200 – Instructions to Bidders
2. Section 00700 – General Conditions
3. Section 01145 – Use of Site
4. Section 01160 – Site Safety Requirements
5. Section 01330 – Submittal Procedures

1.02 COVID-19 EXPOSURE PREVENTION, PREPAREDNESS, AND RESPONSE PLAN

A. Contractor’s Responsibility

1. The Contractor shall prepare a COVID-19 Exposure Prevention, Preparedness and Response Plan (a “COVID-19 Plan”) specific to this Project that describes how to prevent worker exposure to coronavirus; protective measures to be taken on the jobsite; personal protective equipment and work practice controls to be used; cleaning and disinfecting procedures; and procedures to follow if a worker shows symptoms of COVID-19 illness or tests positive for COVID-19. In addition to any governmental or other guidance available at the time of Bid submission, the Contractor should review OSHA COVID-19 Workplace Safety Guidance documentation, such as: https://www.osha.gov/Publications/OSHA3990.pdf, as a resource in preparation of its
COVID-19 Plan. Other reliable and current sources of COVID-19 information can be found from:

The California Department of Public Health (CDPH, State), including without limitation, guidance such as:
https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/nCOV2019.aspx

The federal Centers for Disease Control and Prevention (CDC, National), including without limitation, guidance such as:

The Sacramento County Public Health Department, including without limitation, guidance found here: https://www.saccounty.net/COVID-19/Pages/default.aspx

1. The Contractor’s COVID-19 Plan shall at a minimum address the following COVID-19 safety guidelines:

   a. COVID-19 Employee and Visitor training and check-list before entering worksite.
   b. Employee distancing and strategies to maximize distancing when possible.
   c. Limitations on gathering size.
   d. Personal Protective Equipment (PPE) requirements.
   e. Identification of “choke points” and “high risk areas” such as hallways, hoists and elevators, break areas and vehicles.
   f. Staggering trades and modification of work schedules to reduce worker density to maximize distancing opportunities.
   g. COVID-19 employee good personal hygiene measures.
   h. Disinfection and cleaning requirements.
   i. Personal prevention actions requirements for all employees.
   j. Toolbox and Tailgate COVID-19 employee training.
   k. Recognition of COVID-19 Symptoms.
   l. Procedures for COVID-19 exposure and notification to others who were at the Site.
   m. Daily screening protocols for arriving workers and visitors to ensure potentially infected workers and visitors do not enter the Site.
   n. Maintenance of daily attendance logs of all workers and visitors who enter the Site.
2. Also, as part of this Plan, the Contractor shall draft and implement a COVID-19 Code of Safe Practices that is posted in areas visible to all employees and visitors.

3. The Contractor shall be prepared at each Progress and Coordination Meeting, if requested by the Construction Manager, to provide information relevant to the application, enforcement, and implementation of the Code of COVID-19 Safe Practices.

4. All Contractor managers and supervisors (from forepersons to project managers) must be familiar with the COVID-19 Plan and be ready to answer questions from employees, subcontractors, suppliers and visitors. Managers and supervisors must set a good example by following the COVID-19 Plan at all times. This involves practicing good personal hygiene and jobsite safety practices to prevent the spread of the virus. Managers and supervisors must encourage this same behavior from all employees, subcontractors, suppliers and visitors.

5. The Contractor shall immediately notify the Construction Manager if any person under the Contractor’s control on this Project has tested positive for COVID-19.

1.03 SUBMITTALS

A. The following information shall be provided in accordance with Section 01330, Submittal Procedures, after the Award of Contract and before any work begins at the Site:


B. To the extent that there are material amendments or modifications made to any of the above plans or practices during the performance of the Work, the Contractor shall provide to the City as soon as practicable the amendments and shall post an amendments to the Code of Safe Practices to all employees and visitors who enter the Site.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**END OF SECTION**
ARTICLE 1 — COSTS OF NOVEL CORONAVIRUS (COVID-19) SAFETY REQUIREMENTS

1.01 Given the coronavirus (COVID-19) epidemic, each Bidder must understand that the means and methods of construction, and the ways of doing business, have been materially impacted and changed (at least for the foreseeable future). These impacts and changes relate to social distancing, ability to perform at the pace previously performed, personal interaction of workers, implementation of increased safety measures, and a myriad of other impacts to construction operations. Heightened measures to protect persons from illness and the adoption and implementation of many new and more intensive practices will make the performance of construction work different and more challenging.

1.02 It is the intent of the City, by including the previous paragraph, Novel Coronavirus (COVID-19) Safety Requirements, to alert all Bidders for all aspects of this Project, that they are to include in their Bids all known and reasonably estimated COVID-19 costs and impacts to the ability to obtain goods and materials required, as well as labor to perform the Work. Further, all costs for all of these and other aspects of the project, including supervision, temporary facilities, incidentals, testing, QA/QC, etc. (this listing is intended to be illustrative and not comprehensive) shall be evaluated by each Bidder so its Bid submitted to the City includes all such potential costs in recognition of the foregoing and subsequent notices in this and other sections of the Contract Documents.

1.03 Each Bidder is to critically appraise and evaluate the reasonably anticipated costs and time impacts, if any, which may need to be accounted for in light of the COVID-19 pandemic and all governmental directives and requirements, and commercial impacts, arising therefrom.

1.04 It is the responsibility of each Bidder to alert all Sub-Bidders (potential subcontractors and suppliers of every tier and trade) to also factor in the above-referenced COVID-19 cost and time impacts, if any, into their sub-bids to Bidders for all aspects of the Project.

1.05 By submitting a Bid for this Project, each Bidder represents to the City that it included in its Total Bid Price all cost impacts, whether affecting labor (including, but not limited to obtaining qualified workers, quantity of workers, as well as their productivity); deliveries; supervision; testing; procurement of materials or equipment; and time caused by COVID-19 safety requirements found in all public health and governmental directives in place at the time Bids are received by the City for this Project. Furthermore, each Bidder recognizes it will not be entitled to a change order granting a COVID-19 related time extension or for any COVID-19 related increased costs, which arise from Novel Coronavirus (COVID-19) Safety Requirements or from any public health or governmental directives in place at the time Bids are received by the City for this Project.
See following links: [www.dir.ca.gov](http://www.dir.ca.gov) and/or [www.leginfo.ca.gov](http://www.leginfo.ca.gov)

[http://www.dir.ca.gov/dlse/dlsePublicWorks.html](http://www.dir.ca.gov/dlse/dlsePublicWorks.html)
BUSINESS OPERATIONS TAX CERTIFICATE

Business Name: SUBTERRA CONSTRUCTION, INC.
Business Address: 1350 VAN DYKE AVE 101
Owner: SUBTERRA CONSTRUCTION INC
Type of Business: UNDERGROUND UTILITY WORK
Tax Classification: 401

FROM: 04/01/2021
TO: 03/31/2022
Expires

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

TOTAL PAID: $518.37

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

Page 128 of 189
TAXABLE YEAR

2021

Withholding Exemption Certificate

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

Withholding Agent Information

Name

RENEE GRAVES - CITY OF SACRAMENTO

Payee Information

Name

SUBTERRA CONSTRUCTION, INC.

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

1350 VAN DYKE AVE, STE 101

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

SAN FRANCISCO

State | ZIP code

CA | 94124

Exemption Reason

Check only one box.

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

☐ Individuals — Certification of Residency:

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

☐ Corporations:

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

☐ Partnerships or Limited Liability Companies (LLCs):

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

☐ Tax-Exempt Entities:

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

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

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

☐ California Trusts:

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

☐ Estates — Certification of Residency of Deceased Person:

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

☐ Nonmilitary Spouse of a Military Servicemember:

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

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1191. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title

ANDREW CHUNG - SECRETARY

Telephone (415) 559-5218

Payee's signature

Date 05/06/2021
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
   Subterra Construction, Inc.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.) See instructions.
   1350 VAN DYKE AVE, STE 101
   San Francisco, CA 94124

6. City, state, and ZIP code

7. List account number(s) here (optional)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

Or
Employer identification number

Part II Certification

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

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

Sign Here
Signature of U.S. person

Date

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is Backup Withholding, later.
SPECIAL PROVISIONS
# CITY OF SACRAMENTO

## SPECIAL PROVISIONS

FOR

FREEPORT BLVD COMBINED SEWER REPLACEMENT

4TH AVENUE TO BIDWELL WAY

(X14010098)

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SPECIAL PROVISIONS
FOR
FREEPORT BLVD COMBINED SEWER REPLACEMENT
4TH AVENUE TO BIDWELL WAY
(X14010098)

SECTION 1 – GENERAL CONSTRUCTION REQUIREMENTS

1.01 Location, Scope of Work

These Special Provisions cover, in general, the replacement of several sewer pipe segments located on Freeport Blvd from 4th Avenue to Bidwell Way using open trench pipe replacement. Additional work includes replacing and reconnecting substandard sewer services, removing, replacing and restoring manholes, installing new junction structures, and other associated work. Contractor shall provide all labor, materials, tools and equipment, and shall perform all work necessary to complete the subject project as shown on the improvement plans (Plans) and as specified herein.

Please note that all the pipeline segments to be replaced are combined sewer facilities that convey both drainage and sanitary sewer flows.

1.02 Specifications

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

1.03 Time of Award

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

1.04 Providing Bonds and Surety

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

Questions from bidders concerning the interpretation of any portion of the contract documents should be submitted in writing by E-mail (with E-mail delivery receipt request) to the City’s Representative at the following address:

http://www.planetbids.com/portal/portal.cfm?CompanyID=15300
Subject: Contractor Name and questions.

Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

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

1.06 **Proof of Compliance with Contract**

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

1.07 **Shop Drawings & Submittals**

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

1. Construction schedule
2. Order of Work
3. Record drawings (monthly upon completion of work)
4. Concrete mix design (manholes and paving)
5. Hot Mix Asphalt (HMA) mix design and quality control plan (manholes and paving)
6. Quality Control Plan for the Project (manholes, pipe)
7. Traffic control plan
8. Water quality control plan
9. Proposed pipe material and fittings
10. Manholes
11. Junction Structure Installation Procedure
12. Pipe bedding, aggregate base, controlled density fill
13. Clean out assembly
14. Temporary diversion of flows (if necessary)
15. Dewatering plan (if necessary)
16. Public notification plan
17. Sheeting and Shoring Plan
18. Preconstruction Videos
19. CCTV inspection Videos
20. Trench Plates (including calculations for size and thickness)
21. Qualifications for welder responsible for constructing shoring system
22. Pavement Restoration Construction Plan
23. Health and Safety Plan

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

1.08 Project Signs

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

1.09 Manufacturer’s Instructions

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

1.10 Project Scheduling

The Contractor shall submit a detailed Critical Path Schedule (CPM) showing all items of work at least ten (10) days prior to initiating onsite construction. The schedule shall include the proposed sequencing of construction activities. The schedule shall be submitted, reviewed and updated in accordance with Section 7-2 of the Standard Specifications. No progress payments will be made for work completed prior to acceptance of the schedule. The Contractor shall submit a revised progress schedule within 5 working days of the Engineers written request.

Contractor shall plan to attend regular weekly construction coordination meetings throughout the duration of the construction work and shall anticipate 1 to 1-1/2 hours each meeting. Weekend and night work where approved by City will be performed in accordance with Section 7-4 of the Standard Specifications and shall comply with the noise ordinance in Chapter 8.68 of the Sacramento City Code.
When change orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the Construction Manager a written Time Impact Analysis (TIA) illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date. Each TIA shall demonstrate how the Contractor proposes to incorporate the change order, delay, or Contractor request into the Schedule. The analysis shall demonstrate the time impact based on the date of occurrence of the change, delay or revision; the status of construction at that point in time; and the impact of all affected activities. The event times used in the analysis shall be those included in the latest updated copy of the CPM Schedule or as adjusted by mutual agreement between the Engineer and Contractor.

The TIA must:

1. Illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone.
2. Use the accepted schedule that has a data date closest to and before the event. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions before the event, the accepted schedule must be updated to the day before the event being analyzed.
3. Include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted schedule, the difference between scheduled completion dates of the 2 schedules must be equal to the adjustment of Contract time.

1.11 Record Drawings

The Contractor shall maintain a neat and accurate marked set of record drawings showing the final locations and layout of piping and conduit; structures; and other facilities. Drawings shall be kept current weekly, with all work instructions and change orders, and construction adjustments. Installed cleanouts shall be dimensioned to the nearest property line or be assigned stations to the nearest foot. Drawings shall be subject to the inspection of the Engineer at all times and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Pipe material shall be added to drawing, if not denoted on contract drawings. Prior to acceptance of the work, the Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings accurately showing the information required above.

Record drawings shall be submitted and approved by the Engineer in accordance with "Shop Drawings and Submittals" of these Special Provisions.

1.12 Materials and Equipment

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

Comply with the provisions of Section – 1.14 Quality Control.

Contractor’s attention is directed to CSSS Sections 5-22 thru 5-24. City will retain an independent testing firm to perform initial soil/aggregate/asphalt compaction tests; cast-in-place concrete slump and strength tests; grout strength tests; and any other additional test required by the City. Contractor shall perform all other required testing and submit written test results to the Engineer.

In addition to the requirements of Section 5 of the CSSS and Section 6-3.01 of the State Standard Specifications the contractor shall follow material testing for this project will be provided by the Contractor as set forth in Section 6 of the State Standard Specifications and the most current City of Sacramento Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the City and State Specifications of any and all materials furnished by the Contractor. The Contractor shall submit and receive the Engineer’s approval of all compliance test results prior to incorporating materials into the project.

Engineer shall be given two (2) working days-notice prior to each test performed by Contractor.

Any system material or workmanship found defective on the basis of acceptance tests shall be reported to the Engineer. Contractor shall replace the defective material or equipment and have testing repeated without additional cost to the City, until test results are satisfactory to the Engineer. The City will only pay for initial testing services for concrete strength and slump, soil compaction, and grout strength.

When initial tests indicate non-compliance with the Contract Documents, the costs of any additional tests required for determining compliance will be deducted by the City from the Contract Sum due the Contractor.

1.14  **Quality Control**

A. Definition

Specific quality control requirements for the Work are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1. Quality Control: All those planned and specified actions or operations necessary to produce a product or service that will meet requirements for quality as specified. Quality Control is the responsibility of the Contractor. The
Contractor will monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

2. Quality Assurance: Those planned and systematic operations conducted to ensure that the operations and/or products incorporated into the project meet the project specifications. Quality Assurance encompasses oversight of the Contractor’s Quality Control; verifying the results of Contractor testing; review of sampler, tester and laboratory qualifications; independent assurance sampling and testing, and inspection for conformance with the plans and specifications. Quality Assurance is the responsibility of the Contractor and Engineer.

B. Quality Control Program:

1. Contractor shall develop a detailed written Quality Control (QC) Program for all Work required in the Contract Documents. The Contractor must submit for the Engineer’s acceptance the Contractor’s Quality Control Program (QC Program) for the entire Project before beginning any of the Work other than mobilization tasks to install temporary facilities. Except for mobilization, no other work will begin until the Engineer has accepted the Contractor’s overall QC Program for the project. This QC Program must meet the objectives and requirements as defined herein. The QC Program must be specific to this Project and the Contract Documents.

2. In addition, the Contractor must submit for the Engineer’s acceptance the Contractor’s individual QC Plans before starting each area or section of the Work and/or new specialty trade to complete any portion of the Work. Work will be permitted to start only after the Engineer reviews and accepts Contractor's individual QC Plan. The individual QC Plans must identify all QC personnel, procedures, inspections, laboratories, testing equipment calibrations and certifications, tests, inspection/test hold points, instructions, sampling and testing records organized by date and type of material, reports, records, schedules, etc. specific for each area or division of the Work and/or new specialty trade to complete any portion of the Work.

3. Contractor shall appoint a Quality Control Officer who will have the responsibility for the oversight, implementation, and monitoring of the QC Program on this one project. Contractor shall maintain a log of required testing indicating the tests or sampling and test method required, location, frequency and responsibility.

4. Contractor shall provide written procedures defining methods of construction, control measures, and the performance of inspections and testing for the different types of Work.
5. Procedures shall detail “Hold Points,” where Work shall not proceed until the required Quality Control functions are performed and documentation shows the Work meets the requirements of the Contract.

6. Procedures shall detail problem resolution steps and corrective actions in the event the Work does not meet the Contract Specifications.

7. Procedures shall be provided for all major activities of Work.

8. Contractor shall maintain evidence of activities affecting quality, including operating logs, records of inspections and tests, audit reports, material analyses, personnel qualification and certification records, procedures, and document review records.

9. Quality records shall be maintained in a manner that provides for timely retrieval, and traceability. Quality records shall be protected from deterioration, damage, or destruction.

10. Within 24 hours, notify the Engineer of any noncompliance identified by your QC program. The Contractor shall provide the City access to all QC records.

11. Submit QC test data and QC test results within 2 business days of test completion.

C. Sampling and Testing

1. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the Engineer at the place of manufacture as specified in the CSSS.

2. The City or an independent firm retained by the City will perform inspections, testing, and other services as required by the Engineer.
   a. The Contractor shall cooperate with the Engineer or independent firm and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
   b. The Contractor shall notify Engineer three (3) working days prior to the expected time for operations requiring inspection and laboratory testing services.
   c. Retesting required because of non-conformance to requirements shall be performed by the same independent firm on instructions by the Engineer. The Contractor shall be responsible for all costs including administrative, material testing, design and, engineering activities directly related to such retesting.
D. Installation

1. Inspection: The Contractor shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation and reject damaged and defective items.

2. Measurements: The Contractor shall verify measurements and dimensions of the Work, as an integral step of starting each installation.

3. Manufacturer’s Instructions: Where installations include manufactured products, the Contractor shall comply with manufacturer’s applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

   a. When manufacturers’ instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

1.15 Contractor’s Safety Program

Contractor shall provide a written Injury and Illness Prevention Program (IIPP) conforming to Cal-OSHA requirements. IIPP shall be customized to prevent workplace injuries and illnesses specific to the work on this contract. Written copy of the IIPP shall be maintained at the job site. As a minimum the IIPP shall contain the following elements: responsibility, compliance, communication, hazard assessment, accident/exposure investigation, hazard correction, training & instruction, and recordkeeping. Refer to “Cal/OSHA Pocket Guide for the Construction Industry” dated June 2015 and website: http://www.dir.ca.gov/dosh/puborder.asp for further information.

1.16 Inspection

In addition to Section 5-20 Inspection of the City Standard Specifications, the following shall apply:

All work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer, along with all affected utility companies, two (2) working days in advance of the start of work to coordinate and schedule inspection staff.

The City will provide inspection cost Monday - Friday (7:00 AM to 5:00 PM) basis only excluding designated City, State, or Federal holidays. Construction of junction structures shown in plans may require weekend work (Saturday and Sunday work). If required, the City will also provide inspection costs for up to two (2) weekends. If requested, the Contractor shall reimburse the City in the amount of $175.00 per hour for the actual cost of all inspection cost for work requested outside of the contract working hours, Saturday and Sunday work beyond that listed above, or inspection performed during designated City, State, or Federal holidays. Designated City holidays
are listed in the City of Sacramento Standard Specifications.

1.17 Cooperation with City and Other Contractors

The Contractor shall cooperate with other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate their work with that of others, including private developers and utility companies, to prevent delays.

It is understood and agreed that the Contractor has considered this in the bid all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays of inconvenience sustained by the Contractor due to the City not having City-supplied equipment ready for pick-up. In such a case, the City may increase the number of working days for the contract.

In addition to Section 6-17 of the CSSS, five (5) days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor’s representative may be contacted by City staff during non-working hours including nights, weekends and holidays in the case of any public inconvenience and/or emergency relating to the Contractor’s operations. The contact representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

1.18 Public Outreach

Successful completion of the project will require a significant amount of public outreach to mitigate the potential negative impacts associated with working in a major urban transportation corridor. The Contractor shall complete all tasks as requested by the City to distribute information and provide a representative to participate in public or closed meetings associated with the City’s effort to inform stakeholder’s regarding the current or future activities associated with execution of the project.

1.19 Permits

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

1.20 Permanent Survey Monuments

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

1.21 Administrative Penalty Ordinance

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

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

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

1.22 Water Quality Control

The Contractor shall be responsible for the requirements consisting of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit, issued to the City and in accordance with Section 16 of the Standard Specifications.

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

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

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

1.24 **Payment**

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

END OF SECTION
SECTION 2– PUBLIC CONVENIENCE & PROTECTION OF EXISTING CONDITIONS

2.01 Public Right-of-Way and Easements

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

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

2.02 Existing Facilities

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

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

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

The Contractor is expected to "pothole" existing underground utilities a minimum of ten (10) working days in advance at any location where an existing utility may be in conflict with the proposed work.

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

2.03 Coordination of Work

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

C.K. McClatchy High School is adjacent to the project limits and has a schedule of 8:20 AM – 3:18 PM Monday through Friday excluding holidays. During the school year, the working hours will be limited to 9:00 AM – 3:00 PM.
The Contractor shall coordinate construction activities with the adjacent residences and businesses. The cost of coordination shall be included in those bid items the Contractor deems appropriate.

2.04 Maintaining Water, Sewer & Drainage Flows

The Contractor shall be responsible maintaining water, sewer, and drainage flows including emergency repairs and temporary bypasses in accordance with Section 13-2 of the City Standard Specifications and these Special Provisions.

The Contractor shall be responsible for maintaining existing sewer flows until new sewer improvements are complete and functioning. The cut sewer services shall be replaced or repaired by 5:00 PM of the same day and shall be constructed per Standard Drawing S-260 & S-265.

The Contractor shall be responsible for maintaining existing drainage flow until the final completion of the project. This includes removal of ponded water from any temporary low points created during construction.

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

2.05 Temporary Diversion of Sewer, and Drainage Flows

Should it become necessary for the Contractor to temporarily divert, bypass, or impound flows carried by existing sewer or drainage systems through or around the construction operations within the limits of this project, the Contractor shall prepare a plan of such diversion, bypass, or impoundment and submit the plan to the Engineer for approval.

The plan shall be sufficiently detailed to illustrate the concept proposed. The plan shall also provide information on the quantity of flow to be conveyed by the diversion or bypass system or the volume to be impounded. The plan shall indicate the number, size and configuration of any channel, and the size and configuration of any impoundment basin to be used.

The plan for temporary diversion or bypassing of existing sewer or drainage flows shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work on any temporary system. The Contractor shall not begin work on temporary diversion, bypass, or impoundment system until an approved plan is on file with the Engineer.

No additional compensation will be paid to the Contractor for temporary diversion, bypassing, or impoundment of existing sewer or drainage flows. The cost of such work shall be included in the various contract items of work.
2.06 Work Performed by City Crews

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

2.07 Existing Site Conditions

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

2.08 Handling and Removal of Hazardous or Contaminated Materials

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule the operations to work elsewhere on the site, if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor be made available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

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

1. All work is to be completed in accordance with the following regulations and requirements:

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

3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. No payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.
None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor’s responsibility for the health and safety of all persons (including employees) and from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

2.09 Health and Safety

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

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

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

2.10 Public Notification of Work

The Contractor shall notify property owners and/or tenants adjacent to the project limits in writing five (5) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor’s representative that can be reached 24 hours a day, seven (7) days a week. See sample notification letter in the Appendix B.

2.11 Maintenance of Traffic, Public Safety and Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Standard City work hours are between 7:00 am and 6:00 pm, Monday through Friday, excluding legal holidays unless otherwise defined in these Special Provisions.

8. For work done before 7:00 A.M. or after 6:00 P.M., or during all daylight hours between 6:00 P.M. Friday to 7:00 A.M. Monday, the street or alley may be closed provided proper detours are provided and only if arrangements have been made with the property owners in advance and approved by the Engineer. A minimum of five (5) working days’ notice shall be given to property owners in advance of closure.

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

The Contractor is hereby alerted that Freeport Boulevard is designated as a “primary street” and as such the requirements and administrative penalties of Chapter 12.20 of the City ordinance apply. Contractor shall not impede traffic in any fashion outside the work hours of 8:30 A.M. to 4:00 P.M.

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

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

1. Police Communication Center one (1) working day prior to closure by calling 808-1777, or fax at 277-1772.

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

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

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

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

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

At a minimum, the information faxed shall include:

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

2.12 **Removal of Street Parking**

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

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

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

END OF SECTION
SECTION 3 – GENERAL SEWER CONSTRUCTION REQUIREMENTS

3.01 Utility Potholing

A. Prior to construction, the Contractor shall contact Underground Service Alert (U.S.A.) to field locate and mark at the surface, existing utilities and utilities structures within the project area. Ten (10) working days prior to excavation for pipeline installation, the Contractor shall pothole and survey all utilities along the proposed pipeline alignment. Level 3 Communications shall be provided 72-hours’ notice prior to potholing their facilities to schedule field personnel to be onsite to observe and advise during potholing operations. Existing potholed utility information shown on the Plans provide accurate information of the potholed utility at that specific pothole location only. The City makes no guarantee that the potholed underground utility remains at the same alignment and depth away from the pothole location.

B. A representative from the City shall be onsite during the pothole operations. The Contractor shall submit pothole and survey information to the Engineer a minimum of 10 days prior to beginning construction.

C. The following information shall be collected for each pothole: 1) brief description of location, stationing, and alignment (e.g. parallel or perpendicular to pipeline) 2) asphalt thickness, 3) size and type of utility, and 4) depth of utility infrastructure measured from finished grade to the top of utility. Where duct banks or concrete encased utilities are encountered, the top and bottom depths from finished grade shall be collected and included with the above information.

D. Surface restoration within the proposed trench width shall be temporary paving per these Special Provisions and City Standard Specifications. If pothole excavation falls outside of proposed pipeline trench width, permanent paving shall be performed per the Pavement Cutting and Surface Restoration section of these Special Provisions.

3.02 Sheeting, Shoring, and Bracing

A. Shoring refers to providing all components of the excavation support system, including, but not limited to, bracing, steel soldier piles or sheet piles, struts, wales, or any other support including internal bracing, where applicable. Contractor shall use other methods of support only when approved by the Engineer. Shoring shall be designed, provided, maintained, and where applicable, removed by the Contractor, in accordance with these Special Provisions and the Construction Documents.

B. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the contract involves the excavation of any trench or trenches 5 feet or more in depth, including temporary construction pits and manhole excavations, the Contractor shall submit to the Engineer a detailed plan
showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plans vary from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer employed by the Contractor. Shoring system plans for excavations in excess of 5 feet or more in depth, shall be prepared and signed by a civil or structural engineer, registered in California and employed by the Contractor. All costs therefore shall be included in the bid price named in the contract for completion of the work as set forth in the contract documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the City, Engineer, Design Consultant, or any of their officers, agents, representatives, or employees.

C. The sheeting, shoring, and bracing system shall be designed to assure worker safety and optimal conditions for pipe installation, and to minimize damage to adjacent pavement, structures, fences, walls, pipelines, and utilities. Horizontal strutting below the barrel of a pipe and the use of pipe as support are not acceptable.

D. The sheeting, shoring, and bracing system shall be designed and constructed to meet all the following minimum requirements:

1. Protect personnel that enter excavations.

2. Comply with all governing regulations pertaining to excavation safety (e.g., the most current edition of Cal/OSHA Construction Safety Orders, Article 6).

3. Be compatible with the surface and subsurface soil and groundwater conditions encountered in project borings, reference borings, reference CPTs and/or mapped along the project alignment, and resist lateral earth pressures, and hydrostatic pressures in and where applicable.

4. Protect adjacent existing utilities, pipelines, pavements, structures, fences, and walls.

5. Excavation and installation of shoring shall occur in a manner and sequence that does not damage existing utilities, pipelines, pavements, structures, fences, and walls including through settlement, heave, or vibrations.

6. Prevent raveling, running, flowing, caving, sloughing, or lateral movement of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement, even when subjected to construction vibrations.

7. Allow for removal or abandonment of shoring in a manner and sequence that: 1) is in step with the backfilling sequence (i.e., shoring should not be removed
ahead of backfilling); 2) does not cause disturbance (i.e., loosing) of pipe bedding and pipe embedment material; and 3) does not damage existing pipelines or structures, pavements, utilities, fences, and walls including through settlement, heave, or vibrations (contractor to address removal/abandonment concerns specific to the type of shoring proposed in the shoring submittal). Any void space created by shoring removal should be completely filled with CLSM or approved equivalent.

8. Resist lateral earth pressures including those from hydrostatic pressures and lateral loads from vehicular, construction equipment (and spoils, and nearby existing structures, even when subject to construction vibrations.

9. Provide stable excavation walls and bottom (e.g., prevent bottom heave and/or piping/boiling).

E. The Contractor shall design and construct the shoring system in accordance with all applicable codes, and in accordance with the specific requirements described herein. The Contractor shall at all times furnish, install, and maintain sufficient shoring and bracing in trenches and pits to ensure safety of the workmen and to protect and facilitate the work.

F. The Contractor shall:

1. Design each member or support element to support the maximum loads that can occur during construction with appropriate safety factors. A temporary shoring system shall be designed to provide a minimum factor of safety of 2.0 against sliding and 1.5 against bottom heave.

2. Design the support system to prevent raveling, running, and flowing of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement or existing trench material at utility crossings.

3. Design the support system to retain non-cohesive granular soils subject to raveling, flowing, and/or running upon vibration from construction equipment including compaction of backfill.

4. Design excavation support systems in accordance with all CAL/OSHA, and OSHA, requirements.

5. Design the support system to support the loads for the full vertical depth of the trench included up to 2 feet of over excavation.

6. Obtain all appropriate permits and obtain all necessary written approvals of the proposed shoring system/designs from CAL-OSHA prior to submitting to the Engineer for review and approval.

G. Contractor shall take into account all surcharge loadings. Surcharge loadings can be due to such things as material or soil stockpiles, sloping ground adjacent to
shoring, and adjacent building foundations, Contractor shall assure that his assumed conditions and loadings are not exceeded in the field during construction. The Contractor shall design shoring to withstand any construction loading. The design of shoring shall conform to accepted engineering practice in this field. The Owner’s approval of the Contractor’s plans and methods of construction does not relieve the Contractor of his responsibility for the adequacy of this support.

H. The Contractor shall be solely responsible for, and bear the sole burden of cost for, any and all damages resulting from improper shoring or failure to shore. The safety of workmen, the protection of adjacent structures, property and utilities, and the installation of adequate supports for all excavations shall be the sole responsibility of the Contractor.

I. The design, planning, installation, (and removal, if required) of all shoring shall be accomplished in such a manner as to maintain stability of the required excavation and to prevent movement of soil and rock that may cause damage to adjacent shoring systems, structures and utilities, damage or delay the work, or endanger life and health.

J. Contractor shall submit plans for shoring to the Engineer for review at least 30 days prior to commencement of work. No excavations shall be started until the Engineer has received the Contractor's shoring design. The shoring and bracing system plans shall allow the Engineer to review the overall completeness and effectiveness of the proposed system. Receipt of the shoring and bracing plans by the Engineer in no way relieves the Contractor of complete responsibility for providing effective and safe shoring and bracing of the construction area and/or pipeline under construction. Shoring and bracing submittals shall demonstrate coordination with the dewatering method and submittal.

K. Sheeting and shoring plan submittal shall include the following:

1. Design assumptions, analyses, calculations, and information on Contractor's proposed method of installation (and removal, if required) of all shoring. The design and calculations shall be performed by, sealed and signed by a professional civil or structural engineer registered in the State of California and experienced in the design of earth retaining structures.

2. The maximum design load to be carried by the various members of the support system.

3. Detailed excavation support drawings, showing all pertinent dimensions, spacings, and relationships among the components of the shoring, as well as construction sequence and scheduling.

4. The method of bracing.
5. The full excavation depth and depth(s) below the main excavation to which the support system will be installed.

6. Detailed sequence of construction and bracing removal.

7. Detailed drawings and descriptions of the method to be used by the Contractor to monitor shoring and adjacent ground/structure movements.

8. Demonstrate coordination with interior (sump pumps) and exterior (dewatering wells) dewatering methods and dewatering submittal.

9. Calculations demonstrating that shoring has been designed for hydrostatic pressures if external dewatering wells are not planned to fully draw down the groundwater level behind the shoring to below the excavation bottom.

L. Contractor shall submit proof of experience and qualifications required as follows: work shall be performed by an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field) for at least 5 years, which is regularly engaged in, and which maintains a regular force of workmen skilled in design, installation and maintenance of shoring.

M. All welding shall be done by skilled welders, welding operators, and tackers who have had adequate experience in the type of materials to be used. Welders shall be qualified under the provisions of ANSI/AWS D1.1 by an independent local approved testing agency not more than six months prior to commencing work; unless having been continuously employed in similar welding jobs since last certification. Machines and electrodes similar to those used in the work shall be used in qualification tests. The Contractor shall furnish all material and bear the expense of qualifying welders.

N. Prior to installation of sheeting/shoring system, Contractor shall perform the following:

1. Verify Surface Conditions and utility locations. Protect utilities and improvements, as called for in the Contract Documents, or required by the Utility Company(s).

2. Verify field measurements indicated on Drawings.

3. Verify layout of work before beginning installation.

4. Examine the available boring data before beginning design and installation of the shoring system.

O. Contractor shall protect, or repair utilities damaged by operations and shall protect adjacent structures and property from damage and disfiguration. Contractor shall also provide any necessary groundwater control and/or drainage in accordance with these Special Provisions and the City Standards and Specifications.
P. The methods of constructing the temporary shoring are at the option of the Contractor and subject to review and approval by the Engineer. Excavations shall be made to the lines, grade, and dimensions shown on the Contractor's Shop Drawings. If the excavation is found to be deviating from the true lines and grade, the Contractor shall immediately make the necessary changes in operation to bring the operation back to the correct position. Any excess deviation beyond that specified herein shall be remedied by the Contractor at their own expense.

Q. All materials encountered shall be regarded as unclassified and shall be excavated, regardless of the nature thereof, and all excavated material must be removed and disposed of. Excavation shall be done in such manner as to provide adequate support at all times to adjacent conduits, structures, or roads and so as to offer no hazard to train, truck or automobile operations. Bracing and shoring shall be substantial and safe, and all work shall be done in full conformity and subject to the inspection of all affected parties. If, and when, required and to the degree necessary, the Contractor shall provide additional support as may be necessary at no additional cost.

R. Every precaution shall be taken to prevent the entry of water, mud and foreign matter into the excavation at all times. It is the intention of these Special Provisions that all construction work described herein shall be carried out under dry conditions. The Contractor shall promptly and continuously control water inflow and dispose of all water from any source that may accumulate in the excavation. This shall include all necessary pumping, bailing, draining and sedimentation prior to discharge.

S. Any and all excess excavation or over-excavation performed by the Contractor for any purpose or reason, except as may be ordered in writing by the Engineer, shall be at the expense of the Contractor. Any damage done to the work by the Contractor's operations shall be repaired by and at the expense of the Contractor and in a manner approved by the Engineer. Excavate only as much as can safely stand unsupported prior to installing shoring, but in no case more than 4 feet shall be left unsupported at any time. Install lagging immediately after excavation.

3.03 Trench Excavation and Backfill

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

Where possible, including all locations where the 42" combined sewer parallels the 12" combined sewer, a single combined trench shall be used.
3.04 Unsuitable Material

During excavation whenever the bottom of the trench is exposed and if unsuitable material is encountered, the Contractor shall notify the Engineer for concurrence that the material is unsuitable. If the Engineer does not approve that the material is unsuitable prior to any additional excavation and backfill at this location, the Contractor will be responsible for the cost of excavation and backfill. The foundation shall be treated in accordance with Section 26 of the Standard Specifications. Unsuitable material is generally defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at or near optimum moisture content: or
2. Too wet to be properly compacted and circumstances prevent processing or in place drying prior to incorporation into the work.
3. Containing visible or excessive deleterious material.
4. Otherwise unsuitable for planned use.

Trench backfill shall consist of Class 2 Aggregate Base (AB) or job excavated, native soil meeting the requirements of Section 26-5 of the Standard Specifications. The use of the job excavated, native soil shall be at the Contractors risk. No additional compensation will be paid to the Contractor for hauling, stockpiling, drying, wetting or any processing of the native soil or AB required to achieve the minimum stability and relative compaction criteria.

Excavated unsuitable material shall be the property of the Contractor and shall be disposed of away from the project site. For offsite disposal, the Contractor shall have written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

3.05 Pavement Cutting and Surface Restoration

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

Paving of combined trenches shall be performed in a single operation.

Trench paving limits on Freeport Boulevard shall extend to two-way left turn lane.

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

3.06 **Temporary Paving**

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

3.07 **Dewatering**

A. As necessary, Contractor shall be responsible for controlling groundwater encountered during construction per Sections 26-2 and 16-1 of the Standard Specifications, and these Special Provisions.

B. Groundwater shall be collected in temporary storage tanks for settling, filtration, and testing prior to discharge. The Contractor shall develop an excavation dewatering plan as specified herein and submit it to the City for review and approval.

C. The Contractor shall assume sole responsibility for:

1. Planning, design, installation and operation of temporary groundwater dewatering systems and temporary surface water control systems. Water control systems designed and installed by the Contractor shall adequately protect existing property, foundations and permanent structures.

2. Loss or damage resulting from partial or complete failure of operation of dewatering systems.

3. Repairing damage to adjacent properties, buildings, structures, utilities and other work due to installation, settlement or resultant damage caused by the groundwater control operations.

4. Determining means and methods for disposing of water removed by dewatering systems. The Contractor shall abide by all discharge requirements as determined by Regional San and/or the Regional Water Quality Control Board. If permit requirements specify water quality requirements that must be met before water can be disposed, provide the necessary treatment facilities to achieve the specified water quality limits. Contractor shall not dewater to sewer or storm drain system without an approved permit. The Contractor shall provide the necessary conveyance facilities to meet the required discharge volume within the permit requirements.

5. Modifying groundwater control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas.

D. Groundwater control systems may include single-stage or multiple-stage well point systems, sump pumps within excavations, shallow or deep wells, or combinations of these types of dewatering systems. Locate groundwater control and drainage systems so as not to interfere with utilities, construction operations,
vehicular traffic, pedestrian traffic, adjacent properties, or adjacent water wells. Modify dewatering procedures which cause, or threaten to cause, damage to new or existing facilities, so as to prevent further damage. Install settlement gauges, as necessary, to monitor settlement of critical structures or facilities adjacent to areas of dewatering. Control the rate of dewatering to avoid all objectionable settlement and subsidence. Remove or abandon dewatering system when it is no longer needed in accordance with regulatory stipulations indicated in this Section.

E. If dewatering is required, Contractor shall design dewatering systems of sufficient scope, size, and capacity to accomplish the following results:

1. Control the flow of surface water into trench and structure excavations by grading, dikes, or other means.

2. Lower groundwater levels a minimum of 24-inches below trench excavation and reduce infiltration of groundwater into trench and structure excavations.

3. Lower and maintain groundwater to a level below the lowest point of structure excavations of at least 24-inches.

4. Lower groundwater levels further when necessary to obtain the specified degree of compaction. Develop substantially dry and stable subgrade for subsequent earthwork compaction and construction operations.

5. Prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation soils. Maintain stability of sides and bottoms of excavations.

F. Contractor shall maintain dewatering operations to control and minimize erosion, to create stable sides and bottoms of excavations, to stabilize constructed slopes and to prevent settlement and damage to structures and utilities. Dewatering systems utilized shall collect and dispose of removed water. Water removed by dewatering systems cannot be discharged into the storm water collection system which consists of pipes, catch basins, manholes and roadside drainage ditches, and channels. Contractor shall comply with requirements of agencies having jurisdiction and with all laws and regulations for development, drilling, and abandonment of wells used in dewatering systems.

G. A minimum of six weeks prior to beginning work requiring dewatering operations, the Contractor shall submit a groundwater control plan that will:

1. Illustrate the arrangement, locations and details of the dewatering system, including wells and well points; dewatering pumps and piezometers; locations of headers, treatment systems and discharge lines; standby equipment and power supply; silt removal, pollution control and treatment facilities; and the means of conveyance, discharge and disposal of water.

2. Include a narrative report outlining the dewatering procedures and controls.

3. Include completed applications from all applicable regulatory agencies with authority to oversee the discharges to the combined sanitary sewer system or separated drainage system. Permits shall be approved before discharge is allowed.
H. After approval of the Contractor’s groundwater control plan submittal and within two (2) weeks of starting excavation activities, the Contractor shall install and run the dewatering system to achieve the required draw down level below the bottom of the excavation. Contractor shall verify the groundwater depth prior to starting excavation and provide confirmation to the Engineer that the groundwater level is at the level required below the bottom of excavation. Upon verification of the groundwater to the specified limits, the excavation work may proceed as directed by the Engineer. The Contractor shall provide additional measures for draw down of groundwater if the required level is not met within the 2-week dewatering draw down period. Dewatering systems shall maintain the required groundwater levels throughout the prosecution of the Work until the time that final backfill has been placed to a point higher than the static groundwater level.

I. Contractor shall maintain sufficient standby equipment and materials available at the site to ensure continuous operation, where required.

J. Perform dewatering in accordance with approved Shop Drawings. Keep the Engineer advised of any changes made to accommodate field conditions and, on completion of the dewatering system installation, revise and resubmit Shop Drawings as necessary to indicate the installed configuration.

K. Organize dewatering operations to lower the groundwater level in excavations as required for prosecution of the Work, and to provide a stable, dry subgrade for the prosecution of construction operations. Maintain water level at lower elevations so that no danger to structures can occur because of buildup of excessive hydrostatic pressure and provide for maintaining the water level below the subgrade, unless otherwise permitted by the Engineer. Maintain groundwater level a minimum of five feet below the prevailing level of backfill being placed.

L. Dispose of water in such a manner as to cause no injury or nuisance to public or private property or be a menace to the public health. Dispose of the water in accordance with applicable regulatory agency requirements.

M. If dewatering of open-cut pipe trenches is required, do not drain trench water through the pipeline under construction.

N. Maintain continuous dewatering operations so that the excavated areas are kept free from water during construction, while concrete is setting and achieves full strength, and until backfill has been placed to a sufficient height to anchor the work against possible flotation.

O. Prevent disposal of sediments to adjacent lands or waterways by employing necessary methods, including settling basins. Locate settling basins away from watercourses to prevent silt-bearing water from reaching the watercourse.

P. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other means. This requirement extends to temporary works required to protect adjoining properties from surface drainage caused by construction operations.
Q. Implement the appropriate level of surface water control to protect water quality throughout the construction period.

R. Provide labor, material, equipment, techniques and methods to lower, control and handle groundwater in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property. Intercept water flowing into excavations and divert it to sumps or ditches to allow pumping of collected water out of the excavation. Provide settling basins, geotextile containment devices or other sediment removal and water treatment devices for water quality control and compliance with regulatory and permit requirements. Install geotextile containment devices in accordance with the manufacturer's instructions and requirements. Operate and maintain groundwater control systems in accordance with the Groundwater Control Plan. Notify Construction Manager in writing of any changes made to accommodate field conditions and changes to the Work. Provide for continuous system operation, including nights, weekends, and holidays. When deemed appropriate, provide backup power source for electrical service. Monitor operations to verify that the system lowers groundwater levels at a rate required to maintain a dry excavation resulting in a stable subgrade for prosecution of subsequent operations. Remove all groundwater control systems upon completion of construction or when dewatering and control of surface or groundwater is no longer required. Remove and grout piezometers when groundwater control operations are complete.

3.08 Combined Sewer Pipe

A. Where shown on the Plans and as directed by the engineer, all combined sewer pipe and fittings shall be provided, handled, installed, and backfilled in accordance with Sections 10 and 26 of the Standard Specifications. Information regarding pipe material and pipe installation shall be submitted for approval in accordance with these Special Provisions. Calcareous RCP pipe will only be accepted for use as the 42-inch combined sewer main pipe on this project. Pipe diameters shall be nominal inside diameter (ID) unless otherwise specified in these Special Provisions.

B. Prior to the start of work, the Contractor shall provide a detailed pipe installation plan showing pipe types and locations to the Engineer. Any deviation in the plan thereafter shall not be allowed unless approved in advance by the Engineer.

C. Unless otherwise approved, all pipes shall have bell and spigot joints with elastomeric gaskets providing a watertight seal. Tests for leakage may be required at specified joints per Section 26-10 of the Standard Specifications, or as determined by the Engineer. Performance of leakage testing shall be done at the Contractor's expense.

D. Where shown on the Plans, combined sewer pipe shall conform to the following specifications:
1. Reinforced concrete pipe (RCP) shall conform to the applicable provisions of Sections 10, 14, and 26, and of the Standard Specifications, ASTM C76, and ASTM C443 as modified herein. RCP shall be Class IV, minimum.

2. Pipe shall be designed in accordance with the design provisions contained in ASTM C655. Regardless of the basis of design, three representative samples of not less than 5 feet in length of each size and design of pipe shall be load tested prior to production to verify design strength. The Contractor shall notify the Engineer at least 48 hours prior to the load tests.

3. Cement shall be ASTM C150, type II.

4. Gaskets shall be neoprene and conform to ASTM C443 and C1619-11 Class D with steel wall bells conforming to ASTM A36.

5. Pipe shall be fabricated in nominal lengths of at least 8 feet except where shorter lengths are required to meet special conditions. Pipe ends may be beveled a maximum of 5 degrees to accommodate changes in alignment or curved alignments of the pipeline. Pipe shall be manufactured by the centrifugally spun or vertically wet cast method or dry cast methods and manufactured in conformance with ASTM C76. Securely hold reinforcing steel for each length of pipe in place throughout the casting operation. Lift holes are not acceptable.

6. Pipe joints shall be rubber double-gasket joints conforming to ASTM C443 using a bell and spigot joint. Contractor shall provide each pipe, fitting, and special appurtenances with a plainly and permanently waterproofed, marked identification, which shall include but not necessarily be limited to the following:
   a. Size and class of pipe, pressure rating in compliance with referenced standards.
   b. Date of manufacture.
   c. Manufacturer’s trademark.
   d. Manufacturer’s name.
   e. Full details on fittings and pipe schedule regarding angles of change, reduction.
   f. Special notations and tagging of special items in regard to line location.

7. Aggregates shall be calcareous, resulting in a concrete mix yielding a finished product with an alkalinity equivalent (as CaCO3) of at least 80 percent when tested in accordance with procedure described herein.

8. All pipe testing and in-plant inspection shall be performed prior to delivery of the site of the work. Testing shall include but shall not necessarily be limited to taking and testing of concrete cylinders, pipe cores, and material specifications. All testing shall be done by the Contractor. Payment for testing shall be included in the unit price bid per lineal foot for each size of
combined sewer pipe.

9. In-plant inspection will be conducted by the Engineer to determine conformance with these specifications. Special attention will be given to the placement of reinforcement, manufacturing procedure, and curing. The inspection by the Engineer will complement testing and quality control procedures necessary to produce the specified product. The Contractor shall notify the Engineer 48 hours in advance of all required testing.

10. The following tests shall be the basis of pipe acceptance:

<table>
<thead>
<tr>
<th>Item</th>
<th>Material</th>
<th>Test</th>
<th>Number of Tests</th>
<th>Test Method (Standard)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Concrete</td>
<td>Compression</td>
<td>Minimum of 5 cylinders per day’s production.</td>
<td>ASTM C76 and ASTM C497</td>
</tr>
<tr>
<td>2</td>
<td>Concrete</td>
<td>Calcium Carbonate Equivalent</td>
<td>Minimum of one sample per day’s production. (two tests per sample.)</td>
<td>See following specification for details.</td>
</tr>
<tr>
<td>3</td>
<td>Pipe</td>
<td>D-Load test to design strength</td>
<td>One randomly selected sample of not less than 5 feet in length of each size and design of pipe per week or lot.</td>
<td>ASTM C497</td>
</tr>
<tr>
<td>4</td>
<td>Pipe</td>
<td>Absorption</td>
<td>Minimum of 1 per week’s production.</td>
<td>Paragraph 11.9 of ASTM C76, except absorption shall be 6 percent.</td>
</tr>
</tbody>
</table>

12. Titration tests shall be conducted on representative samples of the calcareous aggregate concrete to determine if it complies with the minimum requirements for total alkalinity of 80 percent, expressed as CaCO3.

13. The test specimen of concrete shall be analyzed 7 or more days after the concrete was poured. The concrete cylinder broken to establish the 7-day compressive strength of the concrete may be used for this purpose. The date of pouring as well as the date of testing shall be recorded. A representative sample weighing at least one kilogram shall be crushed until 100 percent will pass a No. 4 screen. The sample shall be quartered, and then divided in half, to obtain approximately 125 grams. This sample shall then be dried in an oven for four hours at a temperature of between 100 and 110 degrees Centigrade. After drying, the sample shall be ground so that it will all pass a 100 mesh screen.

14. Weigh one gram of the sample and place into a 500 milliliter Erlenmeyer flask, and add 100 milliliters of water. Place a funnel in the neck of the flask
to minimize spray losses, and slowly add 40 milliliters of water, and titrate with standardized, carbonate-free NaOH solution.

15. The end point pH should be between 6.8 and 7.8. If the pH is first brought up to 7.8, it will sink to a lower value because of hydrolysis reactions with the mixture. More NaOH must be added until the pH stays above 6.8 for two minutes, but not above 7.8.

16. Calculate the net acid consumption in milliequivalents per gram as follows:
   \[
   \text{m.e./g.} = (N \text{ of HCl} \times \text{ml of HCL}) - (N \text{ of NaOH} \times \text{ml of NaOH}) \text{ weight of the sample in grams}
   \]

17. The percent calcium carbonate equivalent is five \times milliequivalents per gram.

18. Two tests shall be run on each sample received, using the same ground and dried specimen for the source of material for each test. The results of each individual test shall be reported, but the final result of the sample of concrete shall be the average of the two tests.

19. The nominal requirements for calcium carbonate equivalent shall be 80 percent. The concrete will be considered acceptable if the average calcium carbonate equivalent for any period covering five successive determinations (10 tests) is equal to or greater than 80 percent and if no individual determination is less than 77 percent. Once five determinations have been run, the average for successive determinations shall be a running average, obtained by adding each new determination while dropping the oldest. If the five-determination average at any time falls below 80 percent, the produced pipe shall be unacceptable on each day that the determination was below 80 percent but will be subject to acceptance by retesting. Similarly, if any single determination falls below 77 percent, regardless of the five-determination average, the pipe produced on that day shall be unacceptable, subject to acceptance by retesting. The individual acceptance rules must be independently fulfilled. Rejection of pipe for any reason does not eliminate it from its proper inclusion in calculating each five-determination average.

20. When any lot of pipe is declared unacceptable, the Contractor may cull the pipe, eliminating those sections they desire not to include as part of the contract, suitably labeling them so that they will not be shipped to the job. Of the remainder, the Engineer shall select three representative sections from the pipe produced each day. The Contractor shall core drill a hole approximately 2-inches in diameter through the interior wall to the depth of reinforcing of each selected section. These cores shall be crushed and tested for their calcium carbonate equivalent as hereinbefore specified. If the determinations on the three cores representing one day’s production average 80 percent or higher, the pipe poured on that day will be considered acceptable in respect to calcium carbonate.
21. Prior to beginning work, the Contractor shall submit the following to the Engineer for review and approval:
   a. Fabrication drawings detailing: 1) wall thickness, 2) pipe joint, 3) joint gasket, 4) type and location of reinforcement cages in the pipe wall, 5) size and spacing of circumferential and longitudinal reinforcing steel, 6) the cross-sectional area of reinforcing steel in each cage per linear foot of pipe, 7) diameter of the cross section and material of the gasket, and 8) wall bells.
   b. Data for all materials of construction.
   c. All test results and certifications required by specified ASTM standards.
   d. Manufacturer’s installation instructions.

3.09 Manhole Removal and Installation

Contractor shall construct manholes, where designated in the plans, per Section 25 of the standard specifications and standard details, unless otherwise approved or directed by the Engineer. When eccentric cone is used, vertical face of cone shall be parallel to flow and away from traffic (closest to the nearest curb.)

The existing manhole shall be disposed of by the contractor. Excavation shall conform to Section 14-2, Structure Excavation of the Standard Specifications. The existing frame and cover shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: Tim Lloyd, O&M Superintendent (916) 808-4022.

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

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

3.10 Flow Control

Flow Control is a method or set of methods used to adjust the flow in a separated and combined sewer system to allow for replacement, placement, repair, inspection, and maintenance of the combined sewer system. This item is accomplished by either blocking or plugging the incoming pipelines to restrict flow and/or through the use of pumps to bypass flow around the work area until the work is complete.
Per Section 13 of the Standard Specifications, the Contractor shall furnish all materials, labor, equipment, power, maintenance, etc. to implement the flow control system (if necessary) and control or divert the flow around and/or through the work area for the duration of the work. The design and installation of the system(s), as well as the operation of a temporary bypass pumping system (if necessary) shall be the Contractor's responsibility.

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

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

**Plugging or Blocking**

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

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

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

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

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

**Pumping and Bypassing**

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

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

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

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

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

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

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

g. In order to prevent the accidental spillage of flows, all discharge systems shall be temporarily constructed of a secure, tight, leak free discharge pipe. Aluminum “irrigation” type piping or glued PVC pipe will not be allowed.
h. The Contractor shall be responsible for reconnecting the sewer service to each facility connected to the section of sewer main during the execution of the work and shall also bypass the main sewer flow around the pipe to be replaced or into adjacent sewers as necessary.

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

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

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

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

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

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

Precaution and Performance Requirements

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

If the storage capacity of the upstream separated or combined sewer main(s) is not adequate to store the flow during the duration of the work or if the sewer main is to be shut down for a period greater than 10 hours, then the Contractor shall provide adequate
bypass pumping so that there is no interruption in the flow through the duration of the work. Therefore, the Contractor shall provide, maintain and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units) as necessary to intercept the flow before it impacts the work area, carry it past the work area and return it to the existing separated or combined sewer system downstream of the work.

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

3.11 Closed Circuit Television Inspection of Pipes

Prior to closed circuit in-line television (CCTV) inspection, Contractor shall clean pipe as necessary to remove standing water and to remove solids, debris, grease or grit from the entire circumference of the pipe between manholes or access points within the project limits.

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

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

The documentation of the work shall consist of the CCTV video, PACP CCTV Reports, and the unmodified PACP database. The database shall contain PACP scoring for each inspection observation and defect and shall be compatible with the City's current version of Granite XP software. The documentation shall note important features encountered during the inspection. The speed of travel shall be slow enough to detect reverse slope or low spots in pipe grades and to inspect and identify each pipe joint, service connection, etc., but should not, at any time, be faster than 30 feet per minute. The CCTV camera shall be centered in the pipe to provide accurate distance measurements to provide exact locations of important features in the pipe and these footage measurements shall be displayed and documented on the video. The completed DVD or flash drive shall become the property of the City.

Every section of the pipe (manhole to manhole or access point to access point) shall be identified on the video display and shall include: project name, street name, City manhole numbers, inspector’s name, pipe diameter and length, and date of inspection. In addition
to inspecting the pipe, all manholes shall be panned with the CCTV camera.

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

3.12 Tree Preservation Requirements

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

1. The contractor shall hire an International Society of Arboriculture (ISA) certified arborist (project arborist) to do any required pruning for equipment clearance, and for a root inspection(s) for trenching activities within the dripline(s) of the trees.

2. If during excavation for the project, tree roots greater than two inches in diameter are encountered, work shall stop immediately until the project arborist can perform an on-site inspection. All roots shall be cut clean and the tree affected may require supplemental irrigation/fertilization and pruning as a result of the root cutting. The contractor will be responsible for any costs incurred. Depending upon the number of roots encountered and the time of year, wet burlap may be required along the sides of the trench.

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

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

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

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

3.13 Archaeological Resources Discovery

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

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

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

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

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

END OF SECTION
SECTION 4 – ITEMS OF THE BID PROPOSAL

Item No. 1  Mobilization & Demobilization

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

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

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

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

Item No. 2  Traffic Control

All traffic control work shall be performed in accordance with Sections 2.10 of these Special Provisions.

Payment for traffic control and device maintenance shall be at the contract lump sum price for traffic control and shall include full compensation for conforming to all requirements of City of Sacramento Ordinance No. 2002-004, Section 7, “Prosecution and Progress” of the Standard Specifications, these Special Provisions, and for the work as shown on the plans and as directed by the Engineer. These activities include but are not limited to preparation of traffic control plans, furnishing, installing, and removing traffic control devices, including signs, Portable Changeable Message Signs (CMS), covers, lights, flares, cones, barricades, water-filled barrier, temporary striping channelizing devices flagmen, and other items necessary for the safety, sole convenience, and direction of public traffic through and around the work area as specified on the Plans, and as specified in the Standard Specifications, and as directed by the Engineer.

Item No. 3  Preconstruction Photographs

This item shall conform to Section 11 of the Standard Specifications.
Payment for preconstruction photographs shall be at the contract lump sum (LS) basis and shall include full compensation for furnishing all labor, materials, tools, and equipment, and for performing all work necessary to complete this item in place.

**Item No. 4  10-inch Drainage Lead**

Pipe installation shall be installed per the plans and per Section 26 of the Standard Specifications, “Laying Sewer and Drain Pipe.” Drainage lead pipe connections to manholes shall be included in the bid item.

Payment shall be at the unit bid price per lineal foot (LF), which will include full compensation for furnishing all labor, materials, tools, equipment and incidentals for accomplishing all work necessary to complete this item in place including but not limited to pavement cutting and removal, excavation, trenching, dewatering, removal and disposal of existing pipe, bedding, furnishing and laying of pipe, initial backfill, trench backfill, manhole connections, shoring, bracing, temporary paving, final paving and all other work necessary to construct the 10-inch Drainage Lead complete in place as shown in the Plans.

**Item No. 5  10-inch CS Replacement Open Trench**

**Item No. 6  12-inch CS Replacement Open Trench**

Pipe installation shall be installed per the plans and per Section 26 of the Standard Specifications, “Laying Sewer and Drain Pipe.” Sewer pipe connections to manholes shall be included in the bid item.

Payment shall be at the unit price bid per lineal foot (LF), which will include full compensation for furnishing all labor, materials, tools, equipment and incidentals for accomplishing all work necessary to complete this item in place including but not limited to tree removal/permits; pavement/surface removal; saw cutting; trenching; dewatering; removing existing pipe; disposition of existing pipe; abandoning of existing pipe; removing and disposing of miscellaneous piping in conflict; dewatering; furnishing and placing pipe and joints; construction of new concrete closure collars; grouting; backfilling; compaction; connecting sewer pipe to manholes; temporary and final placement of hot mix asphalt or concrete paving; and testing of pipeline as specified on the Plans, and as specified in the CSSS, and as directed by the Engineer.

**Item No. 7  42-inch CS Pipe Installation**

Where shown on the Plans and as directed by the Engineer, all combined sewer pipe and fittings shall be provided, handled, installed, and backfilled in accordance with the Plans, pipe manufacturer’s recommendations, and shall as a minimum, conform to Sections 10 and 26 of the Standard Specifications. Information regarding pipe material and pipe installation shall be submitted for approval in accordance with these Special Provisions. Only RCP combined sewer pipe will be accepted for use for the 42” main on this project. Pipe diameter shall be nominal inside diameter (ID) unless otherwise
specified in these Special Provisions.

All 42-inch CSS installation shall be constructed in accordance with Section 3.08 of these Special Provisions and as shown on the Plans.

Groundwater dewatering shall be performed in accordance with Section 16-1 and Section 26-2 of the Standard Specifications and Section 3.07 of these Special Provisions. Work under this item shall include all permitting, pumping, electrical connection and power costs required to dewater areas to effectuate a safe construction site and provide an acceptable work surface for the placement and curing of structural concrete, piping and equipment, respectively. Work shall also include the treatment and disposal of any and all water removed as part of the process.

Payment shall be at the unit price bid per lineal foot (LF), which will include full compensation for furnishing all labor, materials, tools, equipment and incidentals for accomplishing all work necessary to complete this item in place including but not limited to tree removal/permits; pavement/surface removal; saw cutting; trenching; dewatering; removing existing pipe; disposal of existing pipe; abandoning of existing pipe; removing and disposing of miscellaneous piping in conflict; dewatering; furnishing and placing pipe and joints; construction of new concrete closure collars; grouting; backfilling; compaction; connecting sewer pipe to manholes; temporary and final placement of hot mix asphalt or concrete paving; and testing of pipeline as specified on the Plans, and as specified in the CSSS, and as directed by the Engineer.

Item No. 8  Manhole No. 3 to Construct

Contractor shall construct manholes, where designated in the plans, per Section 25 of the standard specifications and standard detail S-70, unless otherwise approved or directed by the Engineer. Eccentric cones shall not be used unless specified on the Plans or as directed by the Engineer. If eccentric cone is used, vertical face of cone shall be parallel to flow and away from traffic (closest to the nearest curb.)

Payment shall be on a unit price basis for each (EA) Manhole No. 3 constructed. Payment shall include full compensation for all materials, labor, equipment, and supplies necessary to complete this bid item, including excavation, form work, pre-cast and cast-in-place concrete, shoring and bracing, surface restoration and furnishing all other material and doing all work necessary to construct the manholes complete in place to the dimensions shown on the Plans or in these Specifications.

Item No. 9  Manhole to Remove, Manhole No. 4 to Construct

Contractor shall construct manholes, where designated in the plans, per Section 25 of the standard specifications and standard detail S-110, unless otherwise approved or directed by the Engineer. Vertical face of Eccentric cones shall be parallel to flow and away from traffic (closest to the nearest curb.)
Payment shall be on a unit price basis for each (EA) Manhole No. 4 constructed. Payment shall include full compensation for all materials, labor, equipment, and supplies necessary to complete this bid item, including excavation, form work, pre-cast and cast-in-place concrete, shoring and bracing, surface restoration and furnishing all other material and doing all work necessary to construct the manholes complete in place to the dimensions shown on the Plans or in these Specifications.

**Item No. 10 Junction Structure with Weir**

The Contractor shall construct the Junction Structure as shown on the Plans and directed by the Engineer including reinforced concrete foundation and walls; manholes; CSS piping; cast in place weir; and access port.

Groundwater dewatering shall be performed in accordance with Section 16-1 and Section 26-2 of the Standard Specifications and Section 3.07 of these Special Provisions. Work under this item shall include all permitting, pumping, electrical connection and power costs required to dewater areas to effectuate a safe construction site and provide a dewatered work surface for the placement and curing of structural concrete, piping and equipment, respectively. Work shall also include the treatment and disposal of any and all water removed as part of the process.

Payment for the Junction Structure shall be a lump sum (LS) price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for accomplishing all work necessary to complete this item including but not limited to existing pipeline/manhole demolition and removal; excavation, pavement cutting and removal; trenching; concrete, concrete work and placement; dewatering; junction structure interior work; pipe connections to junction structure; grouting; structural backfilling and backfilling; and temporary pavement restoration and maintenance; and other surface restoration, as specified on the Plans, and as specified in the standard specifications, and as directed by the Engineer.

**Item No. 11 Saddle Type Manhole**

Contractor shall construct a saddle type manhole where designated in the plans, per Section 25 of the standard specifications and standard detail S-120, unless otherwise approved or directed by the Engineer. Vertical face of Eccentric cones shall be parallel to flow and away from traffic (closest to the nearest curb.) Vertical face shall also be positioned such that it aligns with wall of 114-inch interceptor pipe.

Payment shall be on a unit price basis for each (EA) Saddle Type Manhole constructed. Payment shall include full compensation for all materials, labor, equipment, and supplies necessary to complete this bid item, including excavation, form work, pre-cast and cast-in-place concrete, shoring and bracing, surface restoration and furnishing all other material and doing all work necessary to construct the manholes complete in place to the dimensions shown on the Plans or in these Specifications.
Payment for saddle type manhole connection shall be on a lump sum (LS) basis and shall include full compensation for all work associated with making the connection into the existing saddle type manhole, including, but not limited to, all labor, materials, tools, and equipment and for performing all work necessary to complete this bid item in place.

**Item No. 12 Sewer Service to Replace/Reinstate**

Where shown on the plans, four and six-inch lateral sewer services shall be replaced and shall be constructed to the requirements of Section 10, 26, and 38 of the Standard Specifications and section 3.09 of these Special Provisions. All substandard sewer services shall be replaced in accordance with the same requirements. Unless otherwise directed, substandard sewer services are existing live services that are not solid wall HDPE or ABS pipe.

The quantity of sewer services to be replaced shown on the Proposal is for bidding purposes only. The unit price indicated for existing sewer services to be replaced will not be adjusted because the actual number of required sewer services varies from the quantity shown on the Plans and in the Proposal. Existing services reconnected at the main shall be paid for at the as part of the linear footage of the main line combined sewer pipe.

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

Payment shall be at the unit price bid for each (EA) sewer service removed and placed and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

**Item No. 13 Existing Water Service to Adjust**

This item shall consist of raising or lowering existing water services. Existing water services 2” and smaller shall be raised over new sewer mains. Like materials shall be used. Compression fittings shall be used where necessary. For services larger than 2-inches, if there is less than 30” of cover is available services shall be lowered beneath new sewer mains. Modifications larger than 2-inch in diameter shall require pipe cut-ins using flexible couplings. The Contractor shall furnish and install fittings as necessary to lower water services.

This item shall also include replacing water service pipe, elbows, and fittings necessary between the existing tap and existing water meter.

All items to be removed as indicated on the Plans shall become the property of the Contractor and shall be disposed of at the Contractor's expense.
Payment shall be at the contract unit price bid for adjusting each existing water service and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for performing all work necessary to repair the existing main as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**Item No. 14  8” Water Main Relocation**

This item shall consist of relocating the 8” water main and abandoning the existing water main as shown on the plans. Where crossing the 42-inch combined sewer pipe, pipe used shall be welded steel. Otherwise, pipe material must be in accordance with Section 10 of the Standard Specifications. All water main adjustments in relation to crossing the combined sewer main shall conform to city standard detail W-106. A minimum lateral spacing of 8’ shall be maintained between elbows and the outside of sewer main pipes. The Contractor shall furnish and install fittings as necessary to adjust water mains.

All items to be removed as indicated on the Plans shall become the property of the Contractor and shall be disposed of at the Contractor's expense.

Payment shall be at the contract lump sum price for relocating the 8” water main and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for performing all work necessary to relocate the 8” water main, abandon the existing water main, and perform all tie-ins as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**Item No. 15  Existing Fire Hydrant Laterals to Adjust**

This item shall consist of raising existing fire hydrant laterals. New pipe used to adjust existing water main shall be welded steel. All adjustments shall conform to city standard detail W-106. A minimum lateral spacing of 8’ shall be maintained between elbows and the outside of sewer main pipes. The Contractor shall furnish and install fittings as necessary to adjust water mains.

All items to be removed as indicated on the Plans shall become the property of the Contractor and shall be disposed of at the Contractor's expense.

Payment shall be at the contract unit price bid for adjusting each existing fire hydrant lateral and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for performing all work necessary to adjust the existing fire hydrant lateral as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**Item No. 16  Potholing**

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

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

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

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

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

**Item No. 17  CCTV Inspection**

The Contractor shall also perform a post-construction CCTV inspection of the new pipe after all utilities have been installed and backfill compaction has been completed, but prior to final paving. The CCTV inspections shall be performed in accordance with Section 3.11 of these Special Provisions.

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

**Item No. 18  Unsuitable Material, Removal, and Replacement**

Whenever the bottom of the trench is, in the opinion of the Engineer, unsuitable as a foundation for pipe bedding, the foundation shall be treated in accordance with Section 26-5-4 of the Standard Specifications. Unsuitable material is generally defined as material the Engineer determines to be:

Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at or near optimum moisture content; or

1. Too wet to be properly compacted and circumstances prevent processing or in-place drying prior to incorporation into the work; or
2. Containing visible or excessive deleterious material; or
3. Otherwise unsuitable for planned use.

Trench backfill shall consist of Class 2 Aggregate Base (AB) or job excavated, native soil meeting the requirements of Section 26-5 of the Standard Specifications. The use of the job excavated native soil shall be at the Contractors risk. No additional compensation will be paid to the Contractor for hauling, stockpiling, drying, wetting or any processing of the native soil or AB required in order to achieve the minimum stability and relative compaction criteria.

Excavated unsuitable material shall be the property of the Contractor and shall be disposed of away from the project site. For offsite disposal, the Contractor shall have written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

The quantity shown in the Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased, or deleted as may be required by the Engineer. This item has been included in the proposal in anticipation of encountering unsuitable material during pipe backfill or subgrade preparation. If no unsuitable material is excavated, then this item will be deleted.

Payment shall be at the unit bid price per cubic yard (CY) of Unsuitable Material removed and replaced with clean crushed rock and shall be based upon the weight of the material placed less the weight of moisture content. This price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing and disposing of unsuitable material and backfilling with aggregate base, as shown on the plans, these special provisions, and as directed by the Engineer.

END OF SPECIAL PROVISIONS
APPENDIX

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

(CONTRACTOR LETTER HEAD)

Dear Resident,

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

During the course of construction, a portion of the street will be closed to traffic. In addition, if your driveway or parking area is accessed from the affected portion of street, access may be temporarily restricted during the brief period that construction takes place in front of your driveway. At the end of each work day, the entire street will be re-opened. Our work hours are typically between 8:30 AM to 3 PM. In an effort to minimize driveway access delays, you may consider moving your vehicle before 8:30 a.m. when the construction crews begin work.

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

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

   Contractor Superintendent: Name: Phone Number
   City Inspector: Name: Phone Number
   City Inspection Supervisor: Name: Phone Number
   City Project Manager: Name: Phone Number

Pipeline work is scheduled to begin in your neighborhood on ___________________.

Once the pipelines are constructed, we will restore the surface of the street. The anticipated project completion date is ___________________.

Thank you for your cooperation on this very important project.

Sincerely,

Contractor Representative