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CITY OF SACRAMENTO

DEPARTMENT OF ENGINEERING
915 I STREET SACRAMENTO, CALIFORNIA 95814
CITY HALL ROOM 207 TELEPHONE (916) 449-5281

CITY MANAGER'S OFFICE
RECEIVED
AUG 5 1980

R. H. PARKER
CITY ENGINEER
J. F. VAROZZA
ASSISTANT CITY ENGINEER

August 4, 1980

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Approval of Plans and Specifications for
Reroofing - 3520 - 5th Avenue - Community Services Building

SUMMARY:

The City Engineer's office has prepared plans and specifications for the subject project. Copy of said plans and specifications has been forwarded to the City Clerk and approval is recommended.

FINANCIAL DATA:

In F.Y. 1980/81 the City Council approved in the Building Maintenance Budget, \$10,000.00 of General funds for the subject project. Total amount currently available for this project is \$10,000.00. The current estimated construction cost is \$10,000.00.

RECOMMENDATION:

The City Engineer recommends that the plans and specifications be approved and that bids be received on September 2, 1980.

Respectfully submitted,

R. H. PARKER
City Engineer

APPROVED
BY THE CITY COUNCIL

AUG 12 1980

OFFICE OF THE
CITY CLERK

Recommendation Approved:

Walter J. Slips, City Manager

August 12, 1980
District No. 5

8-12-80

13

REROOFING
3520 - 5TH AVENUE
COMMUNITY SERVICES BUILDING

Sacramento
California

Bids to be received by September 2, 1980

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Room 203, City Hall, located on I Street, between 9th and 10th Streets, up to the hour of 10:00 a.m. on September 2, 1980 and opened at 10:15 a.m. in the Council Chambers, City Hall for

REROOFING
3520 - 5TH AVENUE
COMMUNITY SERVICES BUILDING

as set forth in plans and specifications adopted August 12, 1980.

All such proposals received and any work performed thereunder must comply with the requirements of Chapter 58 of the Sacramento City Code (Ordinance No. 3129, Fourth Series.)

Bids must be submitted on printed forms supplied by the City Clerk without charge to prospective bidders and enclosed in an envelope marked "Sealed Proposal for

REROOFING
3520 - 5TH AVENUE
COMMUNITY SERVICES BUILDING

All contractors, subcontractors and all concerned must comply with the rate of wages per hour as established by the Director of the Department of Industrial Relations under provisions of Sections 1770 and 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk; or such other rate of wages as may hereafter be established by the Director of the Department of Industrial Relations in compliance with Section 1770 of the Labor Code of the State of California.

Each bid must be accompanied by cash, cashier's check, certified check or bid bond made payable to the order of the City Director of Finance in the sum of ten percent (10%) of the aggregate of said proposal.

The right to reject any and all bids or to waive any informality in any bid received is reserved by the City Council.

SEALED PROPOSAL

Sealed Proposals will be received not later than 10:00 a.m. on September 2, 1980 at the office of the City Clerk, Room 203, City Hall, Sacramento, California and opened at 10:15 a.m. on September 2, 1980 in the Council Chambers, City Hall, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

REROOFING
3520 - 5TH AVENUE
COMMUNITY SERVICES BUILDING

in the City and County of Sacramento, California.

The work is to be done in strict conformity with the Plans, Standard Specifications and Special Provisions all as on file in the office of the City Clerk, at the following lump sum:

| Item No. | Item | Est. Quantity | Unit | Unit Price | Total |
|----------|-----------|---------------|------|------------|----------|
| 1 | Reroofing | 1 | Job | Lump Sum | \$ _____ |

If awarded the contract, the undersigned agrees to sign said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and to begin work within fifteen (15) days after the signing of the contract by the Contractor and the City.

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

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

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

It is understood that this bid is based upon completion of the work within a period of thirty (30) calendar days commencing on the day the Contractor begins work.

The undersigned has examined the location of the proposed work and is familiar with the plans, specifications and other contract documents and the local conditions at the place where the work is to be done.

The undersigned has checked carefully 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.

The undersigned agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

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

_____ CERTIFIED CHECK
_____ MONEY ORDER
_____ CASHIER'S CHECK
_____ CASH
_____ BID BOND

CONTRACTOR

By _____
(Signature)

Title _____

Address _____

Contractor's License:

Valid Contractor's License No. _____ is held
by the bidder.

Telephone No. _____

SUB-BIDDER FORM

In accordance with Sections 4101 and 4107, inclusive, of the Government Code of the State of California, as amended, the following information is submitted concerning sub-bidders:

| NAME SUB-BIDDER | ADDRESS SHOP, MILL OR OFFICE | CLASS OF WORK | PORTION OF WORK TO BE DONE |
|----------------------------|---|--------------------------|---------------------------------------|
| | | | |

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKMEN'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 workmen's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of the work on this contract.

BIDDER

By _____

Title _____

Address _____

Date _____

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, an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own 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).

GUARANTEE

We hereby guarantee the

which we propose to install in the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the period from the date of acceptance without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages therefor immediately upon demand.

Signed:

Dated:

AGREEMENT

THIS AGREEMENT entered into as of _____ between the CITY OF SACRAMENTO, a municipal corporation, hereinafter called the City, and _____ hereinafter called the Contractor.

The parties hereto mutually agree as follows:

1. Contract Documents

The following contract documents relating to this agreement are hereby made a part of and incorporated by reference into this Contract: The Advertisement, Notice to Contractors, the Bid, the Agreement, Standard Specifications, Special Provisions and Plans applicable to this work, and all modifications incorporated in said documents before their execution. Any work called for in one contract document or plan and not mentioned in the other is to be performed and executed the same as if mentioned in all contract documents and plans.

2. Scope of Contract

The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material, transportation and express necessary to perform and complete in a good and workmanlike manner, the work as called for, and in the manner designated in, and in strict conformity with, the Plans, Standard Specifications and Special Provisions adopted by the City Council of the City, which Plans and Special Provisions are entitled:

It is further understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in the Plans and Specifications under the direction and supervision of, and subject to the approval of the City or its representatives.

3. Contract Amount and Payments

City agrees to pay and the Contractor agrees to accept, in full payment for the above work the sum of _____ DOLLARS (\$_____), which sum is to be paid according to the following schedule and subject to additions and deductions as provided in the general conditions of the Contract and in accordance with said bid and proposal as follows:

On the first of the month, Contractor shall present to City a statement showing the amount of labor and materials incorporated in the work during the preceding month; the City shall inspect the statement and shall issue a certificate for 90% of the amount it shall find to be due.

The final payment certificate of 10% will be made 35 days after the completion and acceptance by the City of the work included in this Contract and all payments will be due when certificates are issued, in accordance with the Standard Specifications and Special Provisions.

4. DELAYS BEYOND CONTROL OF CONTRACTOR

The time during which Contractor is delayed in said work by the acts or neglect of City, its officers, agents, or employees, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable delays as defined in the Standard Specifications, or by delay authorized by City shall be considered delays beyond the control of Contractor and the time of completion shall be extended for such reasonable time as the City Engineer may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

5. PREVAILING WAGES

Pursuant to State and local law, the City has ascertained the general prevailing rate of per diem wages and rates for legal holidays, and overtime work in the locality in which the work is to be performed, for each craft or type of workman or mechanic needed to execute this Contract. The general prevailing rate of wages on projects for the City for construction work shall be as set out in the applicable Resolution adopted by the City Council, which is hereby made a part of the Special Provisions.

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is understood and agreed that the time limit for the completion of said work is _____ and should said work not be completed to the satisfaction of the City within said time, there will be deducted from the final payment thereof the sum of _____ DOLLARS (\$ _____), as liquidated damages and not as a penalty, for each days' delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set forth above.

CITY OF SACRAMENTO, a municipal corporation

CITY MANAGER
or AUTHORIZED REPRESENTATIVE

CONTRACTOR

APPROVED AS TO FORM:

CITY ATTORNEY

FUNDS AVAILABLE:

Director of Finance

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The City of Sacramento, a municipal corporation, has
awarded to _____

hereinafter designated as the "Principal", a contract for

; and,

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law;

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Sacramento in the sum of _____

_____ DOLLARS

(\$ _____), said sum being equal to the estimated amount payable by the said City of Sacramento under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, his or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, 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, as required by the provisions of Chapter 7, Title XV, Part 4, Division 3, of the Civil Code, and provided that the claimant shall have complied with the provisions of said code; or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same and in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, 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 wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, the name and corporate seal of each corporate party being affixed thereto, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

BY _____

SURETY

BY _____

APPROVED AS TO FORM:

CITY ATTORNEY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Sacramento, State of California, has awarded to

hereinafter designated as the "Principal," a contract for

; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and

as Surety, are held and firmly bound unto the City of Sacramento in the penal sum of

.....DOLLARS

(\$.....), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall indemnify and save harmless the City of Sacramento, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the surety, for value received hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____

Surety

By _____

APPROVED AS TO FORM:

City Attorney

TRAINING OF APPRENTICES ON PUBLIC WORKS CONTRACTS.

Attention is directed to the provisions in Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any sub-contractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except where an exception is issued on one of the following conditions:

- A. In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- B. In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- C. If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.
- D. If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Noncompliance with Section 1777.5 can result in substantial penalties under Section 1777.7.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

GREATER SACRAMENTO AREA PLAN (GSAP) EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(Executive Order 11246)

The City of Sacramento is signatory to the "Greater Sacramento Area Plan" (hereinafter referred to as the "Plan") a joint industry-labor-minority representative agreement established for the purpose of increasing the employment of minorities in all phases and at all levels of skill in the building and construction industry within the greater Sacramento area. The City has adopted the "Plan" as its affirmative action program for City construction contracts and requires a contractor and his subcontractors be signatory to the Plan in order to be eligible for an award of a City contract. Additional information regarding the Plan is available at its headquarters office located at 4320 Stockton Boulevard, Sacramento, 95821, Telephone No. (916) 452-5832.

1. As used in these specifications:

- a. "Covered area" means the geographical area within the following counties: Amador, El Dorado, Nevada, Placer, Sacramento, Sierra, and Yolo.
- b. "Director" means Director, of GSAP, or any person to whom the Director delegates authority;
- c. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is signatory under Part I of the GSAP a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of the GSAP. Each Contractor or Subcontractor participating in the GSAP is individually required to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 9 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with onsite supervisory personnel such as Superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Program. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

GSAP REPORTING REQUIREMENTS

- (1) All contract and subcontracts (over \$10,000) are subject to the reporting requirements.
- (2) Contractors must submit a CC 257 (Monthly Employee Utilization Report) to the GSAP at 4320 Stockton Boulevard, Sacramento, California 95829.
- (3) If the Contractor is already required to submit CC 257 there is no need to submit an additional form.
- (4) This report must arrive at the GSAP no later than the 5th working day of each month.
- (5) Failure to report is automatic cause to find the Contractor in noncompliance.
- (6) Each report is monitored by GSAP and measured against the specified goals for minorities and women.

U. S. DEPARTMENT OF LABOR
Employment Standards Administration, OFCCP

**MONTHLY EMPLOYMENT
 UTILIZATION REPORT**

1. COVERED AREA (SMSA OR EA)

3. CURRENT GOALS

4. REPORTING PERIOD

MINORITY: _____

FROM: _____

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.

2. EMPLOYERS I.D. NO.

FEMALE: _____

TO: _____

NAME AND LOCATION OF CONTRACTOR

FEDERAL
 FUNDING
 AGENCY

| 5. CONSTRUCTION TRADE | Classifications | 6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal) | | | | | | | | | | 9. TOTAL NUMBER OF EMPLOYEES | | 10. TOTAL NUMBER OF MINORITY EMPLOYEES | | | |
|-----------------------------|-----------------|---|---|------------------------------------|---|--------------|---|--------------------------------|---|---------------------------------------|---|------------------------------|----------------------|--|---|---|---|
| | | 6a. TOTAL ALL EMPLOYEES BY TRADE | | 6b. BLACK (Not of Hispanic Origin) | | 6c. HISPANIC | | 6d. ASIAN OR PACIFIC ISLANDERS | | 6e. AMERICAN INDIAN OR ALASKAN NATIVE | | 7. MINORITY PERCENTAGE | 8. FEMALE PERCENTAGE | M | F | M | F |
| | | M | F | M | F | M | F | M | F | M | F | | | | | | |
| | Journey worker | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | |
| | Journey worker | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | |
| | Journey worker | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | |
| | Journey worker | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | |
| TOTAL JOURNEY WORKERS | | | | | | | | | | | | | | | | | |
| TOTAL APPRENTICES | | | | | | | | | | | | | | | | | |
| TOTAL TRAINEES | | | | | | | | | | | | | | | | | |
| GRAND TOTAL | | | | | | | | | | | | | | | | | |

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE

12. TELEPHONE NUMBER (Include area code)

13. DATE SIGNED

PAGE

OF

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

The Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate work force and collect and submit reports for each subcontractor's aggregate work force to the Federal compliance agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U.S. Department of Labor, Employment Standards Administration, OFCCP's regional office for your area.)

- Compliance Agency U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)
- Federal Funding Agency U.S. Government agency funding project (in whole or in part). If more than one agency, list all.
- Contractor Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds.
- Minority Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women.
1. Covered Area Geographic area identified in Notice required under 41 CFR 60-4.2.
2. Employer's Identification Number Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority & Female) See contract Notification.
4. Reporting Period Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
5. Construction Trade Only those construction crafts which contractor employs in the covered area.
6. Work-Hours of Employment (a-e) a. The total number of male hours and the total number of female hours worked by employees in each classification.
- b-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
- Classification The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee)
7. Minority Percentage The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage For each trade the number reported in 6a. F divided by the sum of the numbers reported in 6a. M and F.
9. Total Number of Employees Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total Number of Minority Employees Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.

GOALS AND TIMETABLES
SACRAMENTO, CALIFORNIA

APPENDIX A

The following goals and timetables for female utilization shall be included in all construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a covered construction contract or subcontract.

AREA COVERED

Goals for Women apply Nationwide

GOALS AND TIMETABLES

| Timetable | Goals (percent) |
|---|--------------------|
| From April 1, 1978 until March 31, 1979 ----- | 3.1 |
| From April 1, 1979 until March 31, 1980 ----- | 5.0 |
| From April 1, 1980 until March 31, 1981 ----- | 6.9 |

APPENDIX B

Until further notice the following goals and timetables for minority utilization shall be included in all construction contracts and subcontracts in excess of \$10,000 to be performed in the respective covered areas. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a covered construction contract or subcontract.

SACRAMENTO, CALIFORNIA

Area covered - Sacramento, Yolo, Amador, Placer, El Dorado, Nevada, and Sierra Counties, California.

GOALS AND TIMETABLES

| Timetable | Trade | Goal (percent) |
|----------------------|----------|-------------------|
| Until further notice | All----- | 17.5 to 20.0 |

SPECIAL PROVISIONS
FOR REROOFING
3520 - 5th AVENUE
COMMUNITY SERVICES BUILDING

A. SCOPE OF WORK

The work required to be performed by the Contractor consists of furnishing all labor, materials, equipment and services necessary to complete reroofing of the main roof (approximately 7,000 square feet, including parapet walls), as specified in this contract.

Note: Lower north roof (approximately 900 square feet) not included in this contract.

The Contractor shall notify the Building Maintenance Superintendent, Tony Nastro, or the Assistant Building Maintenance Superintendent, Derrold Lee, 449-5445, twenty-four (24) hours prior to starting reroofing work.

B. EXAMINATION OF EXISTING ROOF

Prospective bidders shall examine the existing conditions of the roof.

C. GENERAL REQUIREMENTS

1. Guarantee: All work hereunder shall be guaranteed for two (2) years after date of completion against all defects in material and workmanship. Guaranty shall also cover damage and leaks for two (2) years.
2. Workmanship: All work shall be installed according to the manufacturer's recommendations. All workmanship shall be first-class and by persons qualified in their trades. Roof surfaces shall be dry, clean, smooth and free from projections or holes which might cause a puncture of roofing membrane. Pound protruding nails flat and cover holes with tin. Do not apply roof in wet weather. Materials shall be kept dry, stacked off the ground and properly supported and protected at all times.
3. Substitutions: Specific reference to manufacturer's names and products specified in this section are used as standards, but this implies no right to substitute other materials and/or methods without written approval of the Engineer.
4. Delivery, Handling and Storage:
 - a. Delivery: All materials shall be delivered in packages, cartons, and containers, and shall bear one manufacturer's label.
 - b. Handling and Storage: Materials shall be kept dry, stacked off the ground and properly supported and protected at all times.
5. Clean-Up: Upon completion of the work leave roof surface and site clean, removing all debris, as the result of work, from the premises.
6. Accident Prevention: Precaution shall be exercised at all times for the protection of all persons, including employees and property. The safety provisions of applicable building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated, in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in conflict of applicable codes.

D. PAYMENT

Payment for work described herein shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, appliances, equipment and debris removal.

Contractor shall be responsible for any damage to building and contents during reroofing.

E. DETAILED REQUIREMENTS:

1. Remove all existing roofing.
2. Remove all flashings from plumbing and heating vents and replace with new flashings.
3. Install a mineral surface roof using one (1) layer of forty pound (40 lb.) base felt and two (2) layers of fifteen pound (15 lb.) felt sheets applied according to Johns-Manville Specifications #400. Johns-Manville Specifications shall be followed for built-up base flashings, outlets and drains, vent pipes, flues, duct work, guy wires, cant strips, etc.
4. Prior to reroofing, City crews will build up a ridge at the upper edge of equipment bases to divert water from these areas.



**Mineral Surface
Asbestos
Built-Up Roofs**

Specification No. 400

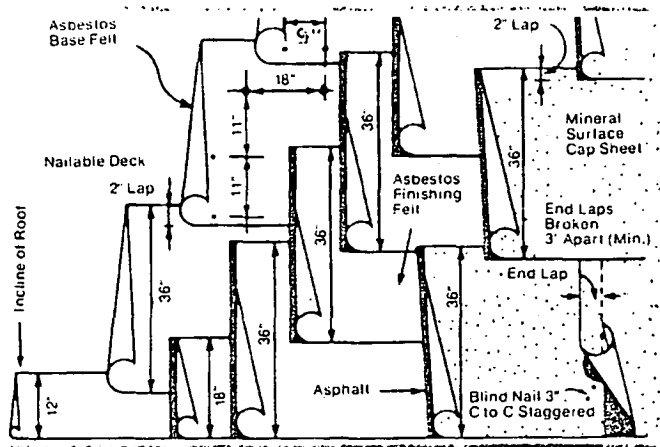
**For use over Plywood or other
Nailable Decks on inclines of $\frac{3}{16}$ " to 6"
per foot: Region 3 only.**

**For Regions 1 & 2, Inclines $\frac{1}{2}$ " to 6"
per foot.**

This specification is to be used over any type of structural deck (without insulation) which can receive and adequately retain nails or other types of mechanical fasteners as may be recommended by the deck manufacturer. Examples of such decks are wood, plywood and some lightweight aggregate concrete decks,* having sufficient density to provide proper nail retention. *Ventilation: Felt must be the base felt over lightweight aggregate concrete decks.

Note: All information contained in "General Instructions" in the current Specification Manual for J-M Built-Up Roofs shall be considered part of this specification.

Flashings: See section on Flashings, Specification Manual for J-M Built-Up Roofs.



32 Materials per 100 sq. ft. of roof area

Felts:

- Centurian® or Coated Asbestos Base Felt . . . 1 layer
- Asbestos Finishing Felt (Perforated) . . . 2 layers

Regions 1 & 2: GlasKap™ Mineral Surface Fiber Glass Cap Sheet . . . 1 layer

Region 3: Flexstone® Mineral Surface Cap Sheet or GlasKap Mineral Surface Fiber Glass Cap Sheet . . . 1 layer

Bitumen: Inter-Ply Moppings

- 190 Asphalt-inclines $\frac{3}{16}$ " to 3" per foot . . . 69 lbs.
- 220 Asphalt-inclines 3" or greater . . . 69 lbs.

Approx. applied Wt. Min.: 196 lbs. Max.: 219 lbs.

Note: Before starting application of the Cap Sheet, cut into lengths of 12' to 18' and allow to flatten.

Over wood board decks one ply of sheathing paper must be used under the base felt next to the deck.

Regions 1 & 2: Use Centurian as the base felt.

Region 3: Use either Centurian or Coated Asbestos as the base felt.

First: Using the proper base felt, start the first ply with a 12" width. Following felts to be applied full width lapping each felt 2" over the preceding one. Nail the laps at 9" centers and down the longitudinal center of each felt. Nail two rows of nails with rows spaced approximately 11" apart and nails staggered on approximately 18" centers. Use nails or fasteners appropriate to the type of deck. See Fastener Data in "General Instructions".

Second: Starting at the low edge apply one 18" wide, then over that a full 36" wide Asbestos Finishing Felt. Following felts are to be applied full width, overlapping the preceding felt by 19" in such manner that at least 2 plies of felt cover the base felt at any point. Broom each felt so that it shall be firmly and uniformly set without voids into hot asphalt applied just before the felt at a minimum rate of 23 lbs. per square uniformly over the entire surface. On inclines 1" per foot or greater nail each felt at approximately 9" centers adjacent to the back edge. Where back nailing of Finishing Felts is required, Base Felt need only be nailed at laps on 9" centers.

Third: Starting at the low edge apply one layer of the Cap Sheet lapping each layer 2" over the preceding one. Lap the end 6" over the preceding felt. Mop the full width under each layer with the asphalt at a minimum rate of 23 lbs. per square making sure that all edges are well sealed, and with the Cap Sheet uniformly set without voids into the hot asphalt. On slopes 1" per foot and greater nail adjacent to the top edge on 12" centers. Nail laps on 3" centers and mop the full width with asphalt.

Fourth: In areas of standing water or valleys with slopes of $\frac{3}{16}$ " or less, apply hot asphalt at a rate of about 50 lbs. per square and embed therein approximately 300 lbs. of gravel or slag.

Nailing: All nails or other fasteners are to be driven through tin caps unless nail or fastener has an integral flat cap no less than 1" across.

This specification is eligible for a Guarantee only when, in opinion of an authorized J-M Representative, all conditions listed in "General Instructions" of this Specification Manual have been met.