

1.4

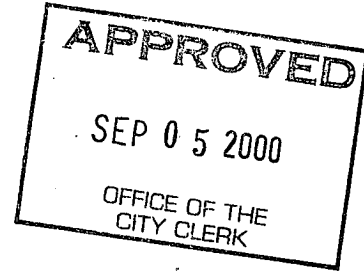
Department of Utilities
Engineering Services Division

CITY OF SACRAMENTO
CALIFORNIA

1395 35th Avenue
Sacramento, CA 95822-2911
phone (916) 264-1400
fax (916) 264-1497/1498

August 23, 2000

CO2000-147



City Council
Sacramento, California

Honorable Members in Session:

**SUBJECT: N/O ALLEY SEWER REPLACEMENT PROJECT- 13TH TO 14TH STREET
(PN:XM72): AWARD CONTRACT TO FLOREZ PAVING FOR AN AMOUNT NOT
TO EXCEED \$103,281.**

LOCATION AND COUNCIL DISTRICT:

This project is located in the N/O Alley between 13th and 14th Streets in Council District 3. See attached location map.

RECOMMENDATION:

Staff recommends that the City Council accept the low bid from Florez Paving and award the contract for an amount not to exceed \$103,281.

CONTACT PERSON: Gary A. Reents, Engineering Services Manager, 264-1433
Rick Batha, Supervising Engineer, 264-1448

FOR COUNCIL MEETING OF: September 5, 2000

SUMMARY

Bids were received from four (4) contractors and opened by the City Clerk on August 9, 2000. The low bidder was Florez Paving who met the ESBE goals. It is therefore proposed to award the contract to Florez Paving for an amount not to exceed \$103,281.



CITY OF SACRAMENTO
DEPARTMENT
OF UTILITIES

Making a Difference in Your Neighborhood

City Council
August 23, 2000
Contract Award (PN: XM72)

COMMITTEE/COMMISSION ACTION

None.

BACKGROUND INFORMATION

Initially, this project proposed to replace the combined sewer main including maintenance holes, and sewer services as part of the FY 99-00 Capital Improvement Program. Upon further review, it was decided that the concrete surface within the alley also needed replacement.

Bids were received from four (4) contractors, as follows:

• Florez Paving	\$103,281
• Navajo Pipelines	\$110,615
• Civil Engineering	\$155,045
• Jaeger Construction	\$159,996

The engineer's estimated construction cost was \$108,000. The estimated completion date is November 2000.

FINANCIAL CONSIDERATIONS

The total project cost including design, construction, inspection, and contingency is \$142,424. There are sufficient funds in the project to complete the contract.

ENVIRONMENTAL CONSIDERATIONS

The Environmental Services Division has determined that this project is categorically exempt pursuant to State Class 1 and 2 and Section Number 15302(c) of the California Environmental Quality Act.

POLICY CONSIDERATION

This action is consistent with Section 3.60.140 of the City Code concerning award of contracts.

City Council
August 23, 2000
Contract Award (PN: XM72)

ESBD CONSIDERATIONS

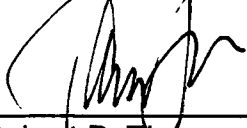
This project included participation goals of 20% for emerging and small business enterprises as required by Ordinance 99-007 and Resolution 99-055, relating to ESBD participation goals and policies, adopted by the City Council on February 9, 1999. The responsive low bidder, Florez paving exceeded the ESBE goals with a participation level of 99.26%.

Respectfully submitted,



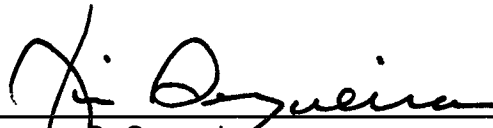
Gary A. Reents
Engineering Services Manager

RECOMMENDATION APPROVED:



Robert P. Thomas
City Manager

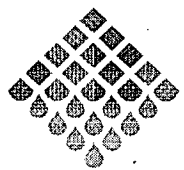
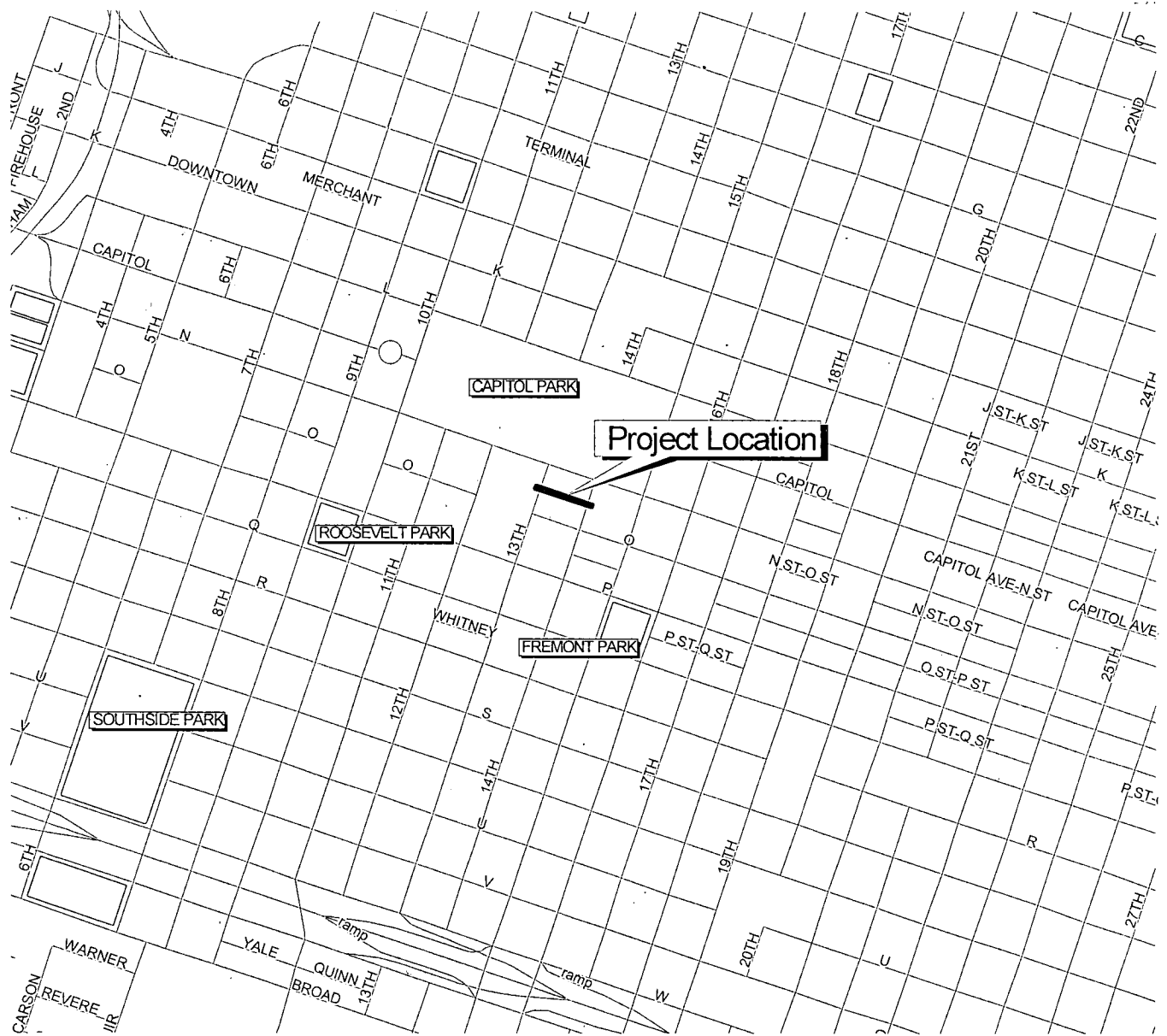
APPROVED:



James G. Sequeira
Director of Utilities

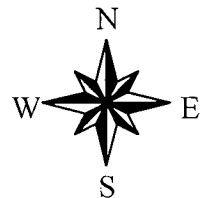
Exhibit 1

NO ALLEY SEWER REPLACEMENT 13TH STREET TO 14TH STREET PN: XM72



CITY OF SACRAMENTO
DEPARTMENT
OF UTILITIES

Map Prepared By
City of Sacramento
Department of Utilities
August 2000



APPROVED
SEP 05 2000
OFFICE OF THE
CITY CLERK

RESOLUTION NO. 2000-515

ADOPTED BY THE SACRAMENTO CITY COUNCIL.

ON DATE OF _____

RESOLUTION AUTHORIZING THE CITY MANAGER AND CITY CLERK TO SIGN AND EXECUTE A CONTRACT WITH FLOREZ PAVING FOR THE N/O ALLEY SEWER REPLACEMENT PROJECT- 13TH TO 14TH STREET (PN: XM72) FOR AN AMOUNT NOT TO EXCEED \$103,281.

BE IT RESOLVED BY THE SACRAMENTO CITY COUNCIL THAT:

The City Manager and City Clerk are authorized to sign and execute a contract with Florez Paving for the N/O Alley Sewer Replacement Project- 13th to 14th Street (PN:XM72) for an amount not to exceed \$103,281.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

Contractor's Name: Jaeger Construction, Inc.
(Please print)

FILED
AUG 09 2000
By The
Office of The City Clerk

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than Wednesday, August 9, 2000, at the Office of the City Clerk, City Hall Room 304, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on August 9, 2000 in the Council Chamber, City Hall, 915 I Street, 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

N/O ALLEY SEWER REPLACEMENT-13TH TO 14TH STREET
(XM72)

in the City and County of Sacramento, California.

TOTAL BID: One hundred fifty nine thousand, nine hundred ninety six and 00/100 (\$ 159,996.00).

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Preconstruction Photographs	1	LS	\$ <u>750.00</u>	\$ <u>750.00</u>
2	8-inch Sewer Pipe to Remove and 12-inch Sewer Pipe to Remove or Abandon as required, 12-inch Pipe to Place	401	LF	\$ <u>137.00</u>	\$ <u>54,937.00</u>
3	Gutter Drain No. 22 to Construct	2	EACH	\$ <u>1,050.00</u>	\$ <u>2,100.00</u>
4	Maintenance Hole to Remove and Maintenance Hole No. 3 to Construct	1	EACH	\$ <u>3,200.00</u>	\$ <u>3,200.00</u>
5	Maintenance Hole No. 3 to Construct	1	EACH	\$ <u>2,900.00</u>	\$ <u>2,900.00</u>

SEP 05 2000

6	Existing Maintenance Hole, to Remove	1	EACH	\$ <u>450.⁰⁰</u>	\$ <u>450.⁰⁰</u>
7	Pipe ends, to Plug	20	EACH	\$ <u>180.⁰⁰</u>	\$ <u>3,600.⁰⁰</u>
8	Substandard Water Service to Replace	2	EACH	\$ <u>1,400.⁰⁰</u>	\$ <u>2,800.⁰⁰</u>
9	Unsuitable Material, Removal and Replacement	60	TON	\$ <u>38.⁰⁰</u>	\$ <u>2,280.⁰⁰</u>
10	Existing Sewer Services, to Replace	15	EACH	\$ <u>1,920.⁰⁰</u>	\$ <u>28,800.⁰⁰</u>
11	Concrete Pavement to Construct	6175	SF	\$ <u>9.⁰⁰</u>	\$ <u>55,575.⁰⁰</u>
12	Asphaltic Concrete to Place	217	SF	\$ <u>12.⁰⁰</u>	\$ <u>2,604.⁰⁰</u>

SEP 05 2000

TOTAL BID: \$ 159,996.⁰⁰
(to be forwarded to page #1)

FILED

AUG 09 2000

By The
Office of The City Clerk

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or the Notice to Proceed has been prepared, whichever is applicable.

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 forty (40) 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 seven hundred dollars (\$700.00) 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 58 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

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

FILED

AUG 09 2000

By The
Office of The City Clerk

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

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

_____ CERTIFIED CHECK

_____ MONEY ORDER

_____ CASHIERS'S CHECK

X BID BOND

CONTRACTOR

Addendum No. 1 X _____ Jaeger Construction, Inc. _____

Addendum No. 2 X _____ By: _____
(Signature) David A. Jaeger

Addendum No. 3 _____ Title: Sec/Tres _____

Addendum No. 4 _____ Address: P.O. Box 1300 _____

Yuba City, CA 95992

Telephone No. 530-673-3885

(Federal Tax ID # or Social Security #)

Under penalty of perjury, I certify that the Taxpayer Identification Number and all other information provided here are correct.

94-2314632

Valid Contractor's License No. 315798, Classification A-C 10 is held by the bidder.

Expiration date 6/2002. Representations made herein are true and correct under penalty of perjury.

PN: XM72

FILED
AUG 09 2000
By The
Office of The City Clerk

KNOW ALL MEN BY THESE PRESENTS,

That we,

as Principal, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned proposal to the City, for which Proposals are to be opened in the Council Chambers at City Hall, Sacramento, California, on August 9, 2000 for the Work specifically described as follows:

N/O ALLEY SEWER REPLACEMENT-13TH TO 14TH STREET
(PN: XM72)

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

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

IN WITNESS THEREOF, We have hereunto set our hands and seal this _____ day of _____, 1998.

PRINCIPAL

SURETY

Address

Address

FILED
AUG 09 2000
By The
Office of The City Clerk

NOTARY

NOTARY

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 any person employed by this company, corporation, or business has not been convicted of any criminal drug statute violation on any job site or project within three years of the date of my signature below.

EXCEPTION: _____ YES _____ NO
Date Violation Type Place of Occurrence Was Employed by this Firm
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: Jaeger Construction, Inc.

FILED
AUG 09 2000
By The
Office of The City Clerk

BY: David Jaeger Signature Sec/Tres Title Date: Aug. 7, 2000

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 7/10/90

Contractor's Name: Civil Engineering Construction
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

FILED

AUG 09 2000

By The
Office of The City Clerk

The Sealed Proposal will be received not later than Wednesday, August 9, 2000, at the Office of the City Clerk, City Hall Room 304, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on August 9, 2000 in the Council Chamber, City Hall, 915 I Street, 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

N/O ALLEY SEWER REPLACEMENT-13TH TO 14TH STREET
(XM72)

in the City and County of Sacramento, California.

TOTAL BID: one Hundred Fifty Five Thousand Forty Five \$155,045⁰⁰.

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Preconstruction Photographs	1	LS	<u>\$2,000⁰⁰</u>	<u>\$2,000⁰⁰</u>
2	8-inch Sewer Pipe to Remove and 12-inch Sewer Pipe to Remove or Abandon as required, 12-inch Pipe to Place	401	LF	<u>\$200⁰⁰</u>	<u>\$80,200⁰⁰</u>
3	Gutter Drain No. 22 to Construct	2	EACH	<u>\$1,800⁰⁰</u>	<u>\$3,600⁰⁰</u>
4	Maintenance Hole to Remove and Maintenance Hole No. 3 to Construct	1	EACH	<u>\$5,500⁰⁰</u>	<u>\$5,500⁰⁰</u>
5	Maintenance Hole No. 3 to Construct	1	EACH	<u>\$4,500⁰⁰</u>	<u>\$4,500⁰⁰</u>

SEP 05 2000

6	Existing Maintenance Hole, to Remove	1	EACH	\$ <u>1,100⁰⁰</u>	\$ <u>1,100⁰⁰</u>
7	Pipe ends, to Plug	20	EACH	\$ <u>100⁰⁰</u>	\$ <u>2,000⁰⁰</u>
8	Substandard Water Service to Replace	2	EACH	\$ <u>1,200⁰⁰</u>	\$1,200⁰⁰ <u>2,400⁰⁰</u>
9	Unsuitable Material, Removal and Replacement	60	TON	\$ <u>20⁰⁰</u>	\$ <u>1,200⁰⁰</u>
10	Existing Sewer Services, to Replace	15	EACH	\$ <u>1,300⁰⁰</u>	\$ <u>19,500⁰⁰</u>
11	Concrete Pavement to Construct	6175	SF	\$ <u>5⁰⁰</u>	\$ <u>30,875⁰⁰</u>
12	Asphaltic Concrete to Place	217	SF	\$ <u>10⁰⁰</u>	\$ <u>2,170⁰⁰</u>

TOTAL BID: \$ 155,045⁰⁰
(to be forwarded to page #1)

SEP 05 2000

FILED

AUG 09 2000

By The
Office of The City Clerk

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or the Notice to Proceed has been prepared, whichever is applicable.

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 forty (40) 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 seven hundred dollars (\$700.00) 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 58 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

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

FILED
AUG 09 2000
By The
Office of The City Clerk

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

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

_____ CERTIFIED CHECK

_____ MONEY ORDER

CASHIERS'S CHECK

_____ BID BOND

CONTRACTOR

Addendum No. 1 dated 7/16/00

Addendum No. 2 dated 8/3/00

Addendum No. 3

Addendum No. 4

Civil Engineering Construction

By: Michael Rogan
(Signature)

Title: Owner

Address: 3131 Humphrey Rd.

Loomis, CA 95650

Telephone No. 916-652-9884

(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.

EIN 08-0373330

Valid Contractor's License No. 717650, Classification A is held by the bidder.

Expiration date 1/31/02. Representations made herein are true and correct under penalty of perjury.

PN: XM72

FILED

AUG 09 2000

By The
Office of The City Clerk

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 any person employed by this company, corporation, or business has not been convicted of any criminal drug statute violation on any job site or project within three years of the date of my signature below.

EXCEPTION: None YES _____ NO _____
Date Violation Type Place of Occurrence Was Employed by this Firm
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: Munio Pinedas
BY: Narcis Silva President Date: 8-9-00
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 7/10/90

FILED

AUG 09 2000

By The
Office of The City Clerk

Contractor's Name: Navajo Pipelines, Inc.
(Please print)

CITY OF SACRAMENTO

FILED

SEALED PROPOSAL

AUG 09 2000

(MUST BE SIGNED BY BIDDER) By The
Office of The City Clerk

The Sealed Proposal will be received not later than Wednesday, August 9, 2000, at the Office of the City Clerk, City Hall Room 304, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on August 9, 2000 in the Council Chamber, City Hall, 915 I Street, 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

N/O ALLEY SEWER REPLACEMENT-13TH TO 14TH STREET
(XM72)

in the City and County of Sacramento, California.

TOTAL BID: One hundred ten thousand six hundred forty two (\$ 110,614.⁰⁰).

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Preconstruction Photographs	1	LS	\$ <u>600.⁰⁰</u>	\$ <u>600.⁰⁰</u>
2	8-inch Sewer Pipe to Remove and 12-inch Sewer Pipe to Remove or Abandon as required, 12-inch Pipe to Place	401	LF	\$ <u>150.⁰⁰</u>	\$ <u>60150.⁰⁰</u>
3	Gutter Drain No. 22 to Construct	2	EACH	\$ <u>900.⁰⁰</u>	\$ <u>1800.⁰⁰</u>
4	Maintenance Hole to Remove and Maintenance Hole No. 3 to Construct	1	EACH	\$ <u>3500.⁰⁰</u>	\$ <u>3500.⁰⁰</u>
5	Maintenance Hole No. 3 to Construct	1	EACH	\$ <u>3200.⁰⁰</u>	\$ <u>3200.⁰⁰</u>

6	Existing Maintenance Hole, to Remove	1	EACH	\$ <u>500.⁰⁰</u>	\$ <u>500.⁰⁰</u>
7	Pipe ends, to Plug	20	EACH	\$ <u>50.⁰⁰</u>	\$ <u>1000.⁰⁰</u>
8	Substandard Water Service to Replace	2	EACH	\$ <u>50.⁰⁰</u>	\$ <u>100.⁰⁰</u>
9	Unsuitable Material, Removal and Replacement	60	TON	\$ <u>50.⁰⁰</u>	\$ <u>3000.⁰⁰</u>
10	Existing Sewer Services, to Replace	15	EACH	\$ <u>100.⁰⁰</u>	\$ <u>1500.⁰⁰</u>
11	Concrete Pavement to Construct	6175	SF	\$ <u>5.⁵⁰</u>	\$ <u>33962.⁵⁰</u>
12	Asphaltic Concrete to Place	217	SF	\$ <u>6.⁰⁰</u>	\$ <u>1302.⁰⁰</u>

TOTAL BID: \$ 110,614.⁵⁰
(to be forwarded to page #1)

SEP 05 2000

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If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or the Notice to Proceed has been prepared, whichever is applicable.

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 forty (40) 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 seven hundred dollars (\$700.00) 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 58 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

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

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BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ Bid Bond not less than ten (10) percent of amount bid.

_____ CERTIFIED CHECK

_____ MONEY ORDER

_____ CASHIERS'S CHECK

BID BOND

CONTRACTOR

Addendum No. 1 7-18-2000 Navajo Pipelines, inc

Addendum No. 2 8-3-2000 By: Rafael Silva

Addendum No. 3 _____ Title: President (Signature)

Addendum No. 4 _____ Address: 4671 24th St

Sacramento Ca 95822

Telephone No. 916 448 0134

(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.

68-0382103

Valid Contractor's License No. 655660, Classification A is held by the bidder.

Expiration date 6-02. Representations made herein are true and correct under penalty of perjury.

PN: XM72

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