

104



# CITY OF SACRAMENTO

## DEPARTMENT OF UTILITIES

ENGINEERING SERVICES DIVISION

### CONTRACT SPECIFICATIONS FOR ORCHARD LANE/SWALLOWS NEST WATER MAIN EXTENSION

PN: ZB32

Engineer's Estimate: \$224,400

Non-Refundable Fee  
\$20.00  
425-500-ZB32-4820

APPROVED  
BY THE CITY COUNCIL

JUN 21 1994

OFFICE OF THE  
CITY CLERK

For Pre-Bid Information Call:

Separate Plans

=====  
Candace McGahan  
Associate Engineer  
(916) 433-6617

Bids to be received before 2:00 PM,  
July 27, 1994, at Room 304, City Hall,  
915 I Street Sacramento, CA 95814

#### REQUIRED PRE-BID MEETING:

July 12, 1994  
11:00 a.m.  
5770 Freeport Boulevard, Suite 100  
Sacramento, CA 95822

July 19, 1994  
11:00 a.m.  
5770 Freeport Boulevard, Suite 100  
Sacramento, CA 95822

**MBE/WBE PRE-BID CONFERENCE  
(Attendance Required)**

The City of Sacramento requires all bidding contractors to meet or exceed the City's Minority and Women Owned Business Enterprise (MBE/WBE) participation goals established for this project or document the good faith efforts performed towards meeting the goals in order to qualify as a responsible bidder. City Code Title 58, Chapter 58.08.801 requires attendance to one of these pre-bid conferences as one of the documented good faith efforts.

The pre-bid conferences for this project will be held at:

City of Sacramento  
Department of Utilities  
5770 Freeport Boulevard, Suite 100  
Sacramento, CA 95822  
on  
July 12, 1994 and July 19, 1994  
at 11:00 a.m.

The purpose of the pre-bid conference is to inform bidding contractors of the specific requirements of the City of Sacramento's MBE/WBE program with respect to this project.

## 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, Room 304, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 2:00 p.m. on July 27, 1994, and opened at 2:00 p.m., or as soon thereafter as business allows, in the Council Chamber, City Hall, for construction of:

Orchard Lane/Swallows Nest  
Water Main Extension  
(PN: ZB32)

as set forth in the Construction Documents adopted June 21, 1994, by the City of Sacramento.

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 to prospective bidders for a non-refundable fee of \$20.00. Bids must be enclosed in an envelope marked:

**SEALED PROPOSAL FOR**  
Orchard Lane/Swallows Nest  
Water Main Extension  
(PN: ZB32)

Copies of the Sealed Proposal Forms and accompanying documents are available at the Office of the City Clerk, City Hall, Room 304, 915 I Street, Sacramento, CA 95814.

Contractors bidding on this project must possess a Class A or Class C34 License.

All contractors, subcontractors and all concerned must comply with the rates of wages established by the Director 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.

Pursuant to Government Code Section 4590, any contract awarded pursuant to this invitation for bid shall contain a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of Government Code Section 4590.

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

VALERIE A. BURROWES  
CITY CLERK

THE FOLLOWING DOCUMENTS  
ARE TO BE COMPLETED AND  
SUBMITTED WITH THE BID PACKAGE

Contractor's Name: \_\_\_\_\_  
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than Wednesday, July 27, 1994, 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 July 27, 1994 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

Orchard Lane/Swallows Nest  
Water Main Extension  
(PN: ZB32)

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.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Preconstruction Photographs	1	JOB	\$ _____	\$ _____
2	12" Diameter Water Main, to Place	2500	LF	\$ _____	\$ _____
3	8" Diameter Gate Valve, to Place	1	EA	\$ _____	\$ _____
4	10" Diameter Gate Valve, to Place	2	EA	\$ _____	\$ _____
5	12" Diameter Gate Valve, to Place	5	EA	\$ _____	\$ _____
6	Double Pumper Fire Hydrant, to Place	1	EA	\$ _____	\$ _____
7	1" Air Release and Vacuum Breaker, to Place	1	EA	\$ _____	\$ _____
8	4" Blow-Off Valve, to Place	1	EA	\$ _____	\$ _____

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
9	8" RP Backflow Prevention Assembly, to Install	1	JOB	\$ _____	\$ _____
10	Zinc Alloy Cap Nuts, to Place	286	EA	\$ _____	\$ _____
11	Connection to Existing Distribution System	1	JOB	\$ _____	\$ _____

TOTAL BID: \$ \_\_\_\_\_  
(to be forwarded to page #1)

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 Notice to Proceed, 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 to within a period of fifty (50) 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 hundred dollars (\$200.00) 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.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

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

\_\_\_\_\_ CERTIFIED CHECK

\_\_\_\_\_ MONEY ORDER

\_\_\_\_\_ CASHIERS'S CHECK

\_\_\_\_\_ BID BOND

CONTRACTOR

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ By: \_\_\_\_\_

(Signature)

Addendum No. 3 \_\_\_\_\_ Title: \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

(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.

Valid Contractor's License No. \_\_\_\_\_, Classification \_\_\_\_\_ is held by the bidder.

Expiration date \_\_\_\_\_. Representations made herein are true and correct under penalty of perjury.

PN: ZB32

**DESIGNATION OF SUBCONTRACTORS  
AND  
MBE/WBE SUBCONTRACTOR PARTICIPATION**

The bidder shall list the names of all subcontractors who perform work, provide labor, or render service to the bidder in an amount in excess of one-half (0.5) of one (1) percent of the total bid, or in the case of bids for construction of streets and highways, including bridges, in an amount in excess of one-half (0.5) of one (1) percent of the total bid or ten thousand dollars (\$10,000), whichever is greater. The bidder shall also list the names of all subcontractors and their respective City of Sacramento MBE/WBE certification (vendor code) numbers who perform work, provide labor, or render service to the bidder and are being used to meet the City's MBE/WBE participation goals. Failure to properly complete and submit this form or the inclusion of false information may render the bid non-responsive.

Name of Bidder*	Project Number	Amount of Bid	Date	Total MBE/WBE Participation MBE: _____ WBE: _____
Name of Subcontractor	Description of Subcontract Work	Value of Subcontract Work		City of Sacramento MBE/WBE Certification Number (Vendor Code)
		(Dollars)	(Percent)	

\* The apparent low bidder must submit a list of California contractors license numbers for all listed subcontractors no later than ten (10) days after bid opening.

**Explanation of Terms**

- (1) City of Sacramento MBE/WBE Certification Number (Vendor Code):   X  Y  Z  1  2  3  0  2  1  0
- First two letters of first name or business entity \_\_\_\_\_
- First letter of last name of business entity \_\_\_\_\_
- \_\_\_\_\_ Location Code
- \_\_\_\_\_ Ethnic Code
- (2) MBE/WBE Ethnic Code:
- |                                |                                                |                                               |
|--------------------------------|------------------------------------------------|-----------------------------------------------|
| A. Caucasian Woman Owned (WBE) | D. Asian or Pacific Islander Woman Owned (WBE) | 2. Hispanic Male Owned (MBE)                  |
| B. Black Woman Owned (WBE)     | E. Native American Woman Owned (WBE)           | 3. Asian or Pacific Islander Male Owned (MBE) |
| C. Hispanic Woman Owned (WBE)  | 1. Black Male Owned (MBE)                      |                                               |
- (3) Location Code:   1 = City of Sacramento   2 = County of Sacramento (not within City limits)   3 = All other geographic areas

Page \_\_\_\_\_ of \_\_\_\_\_

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

(Rev. 2/94)



**DESIGNATION OF TRUCKERS AND/OR MATERIAL SUPPLIERS  
FOR MBE/WBE PARTICIPATION**  
(Providing Goods or Services Other Than As A Subcontractor)

The bidder shall list the names of all truckers, suppliers of materials, and other business entities and their respective City of Sacramento MBE/WBE certification (vendor code) numbers who provide goods or services to the bidder and are being used to meet the City's MBE/WBE participation goals. Failure to properly complete and submit this form or the inclusion of false information may render the bid non-responsive.

Name of Bidder	Project Number	Amount of Bid	Date	Total MBE/WBE Participation MBE: _____ WBE: _____	
Name of Business Entity	Description of Goods or Services	Value of Goods and Services			City of Sacramento MBE/WBE Certification Number (Vendor Code)
		Total (\$)	Adjusted (\$)	Adjusted (%)	

## Explanation of Terms

- (1) City of Sacramento MBE/WBE Certification Number (Vendor Code):   X  Y  Z  1  2  3  0  2  1  0    
     First two letters of first name or business entity \_\_\_\_\_  
     First letter of last name of business entity \_\_\_\_\_  
     Location Code \_\_\_\_\_  
     Ethnic Code \_\_\_\_\_
- (2) MBE/WBE Ethnic Code:  
     A. Caucasian Woman Owned (WBE)      D. Asian or Pacific Islander Woman Owned (WBE)      2. Hispanic Male Owned (MBE)  
     B. Black Woman Owned (WBE)          E. Native American Woman Owned (WBE)          3. Asian or Pacific Islander Male Owned (MBE)  
     C. Hispanic Woman Owned (WBE)      1. Black Male Owned (MBE)
- (3) Location Code:    1 = City of Sacramento    2 = County of Sacramento (not within City limits)    3 = All other geographic areas
- (4) Adjustment of Value for MBE/WBE Truckers: Credit for a MBE or WBE business entity who is providing trucking services to the bidder may be 100 percent or may be limited to 20 percent of the amount to be paid to the business entity by the bidder, depending upon ownership of the trucks in the trucking business and/or use of a certified roster. (See Certification Section in the MBE/WBE Requirements.)
- (5) Adjustment of Value for MBE/WBE Supplier Business Entity: Credit for a MBE or WBE business entity who is a vendor of materials or supplies to the bidder is limited to 60 percent of the amount to be paid to the business entity by the bidder unless the business entity manufactures or substantially alters the materials or goods being provided, then the credit is 100 percent. (See Certification Section in the MBE/WBE Requirements.)

Page \_\_\_\_\_ of \_\_\_\_\_

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

(Rev. 2/94)

## 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: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
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.

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 July 27, 1994 for the Work specifically described as follows:

Orchard Lane/Swallows Nest  
Water Main Extension  
(PN: ZB32)

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 \_\_\_\_\_, 1994.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
NOTARY

## **MBE/WBE REQUIREMENTS**

**(City Contracts no Federal Funds Used)**

It is the policy of the City of Sacramento to increase the participation of Minority Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Minority and Women-Owned Business Enterprises. Therefore, contractors who are awarded City contracts agree to ensure MBE and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts.

The City of Sacramento has established the following goals for MBE and WBE participation on this contract.

MBE: 10.57%

WBE: 9.5%

Under Title 58.08.802 of the Sacramento City Code, a bidder must meet or exceed the participation goals or document Good Faith Efforts to have done so in order to be a responsible bidder. Those bidders who submit bids which meet or exceed the participation goals may be eligible for a bid preference.

### **THESE PREFERENCES ARE INDIVIDUALLY EARNED AND ARE CUMULATIVE**

Bid submitted which meets or exceeds MBE goal:	2% price preference*
Bid submitted which meets or exceeds WBE goal:	2% price preference*
Bid submitted which meets or exceeds both goals:	1% price preference*
Bid submitted by certified preference eligible MBE:	2% price preference*
Bid submitted by certified preference eligible WBE:	2% price preference*

\* up to a combined maximum of \$25,000

The bid preference given, if any, will be used to lower a bid for comparison evaluation only. The bid preference given, if any, will be used to calculate the lowest bid among those bids receiving such preference deemed to be responsible. If, as a result of a bid preference application a bid is determined to be the lowest responsible bid received, the contract award, if any, will be made at the submitted price.

Bidders are to submit completed subcontractor and/or trucking and material supplier form(s) with the sealed proposal.

If your firm is one of the two low bidders and do not meet the MBE/WBE goals, you will be required to furnish Documentation of Good Faith Efforts (attachment). Bidders are encouraged to submit their good faith efforts documentation along with the bid, and may provide additional documentation of their Good Faith Efforts. The apparent low bidder and second low bidder shall submit MBE/WBE information to the office at which bids were received no later than the close of business on the fourth business day, not including Saturdays, Sundays and legal holidays following the bid opening. MBE/WBE information sent by certified mail and postmarked on or before the fourth business day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after fourth day following bid opening. Failure to submit the required MBE/WBE information by the time specified will be grounds for finding the bid nonresponsive. Other bidders need not submit MBE/WBE information unless requested to do so in writing by the City of Sacramento. When such request is made, the MBE/WBE information of such bidder shall be submitted not later than the close of business on the fourth business day, not including Saturdays, Sundays and legal holidays, after said notification, unless a later time is authorized by the City. In determining if a bidder has made good faith efforts, the City will look at the different kinds of efforts that the bidder has made, the quantity and intensity of these efforts, and whether they could reasonably be expected to produce MBE/WBE participation sufficient to meet the City goals.

No bidder on a City contract shall be considered a responsible bidder unless the bidder either meets the goals and requirements established for the contract or made a good faith effort prior to the time bids are opened to meet the goals and requirements by performing all of the following actions:

1. The bidder attended any pre-solicitation or pre-bid meetings that were scheduled by the City to inform all bidders of the minority and women's business enterprise program requirements for the project for which a contract is to be awarded.
2. The bidder identified and selected specific items of the contract to be performed by MBEs and WBEs to provide an opportunity for participation by those enterprises. Those items selected by the bidder shall be sufficient dollar value that, if awarded a contract, will meet or exceed the goals established for the contract.
3. The bidder advertised, not less than ten (10) calendar days before the date the bids are to be opened, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media, specified by the City for minority or women's business enterprises that are interested in participating in the project. This paragraph applies only if the City gave public notice of the project not less than fifteen (15) calendar days prior to the date the bids are opened.
4. The bidder requested, in writing, subcontract proposals from MBEs and WBEs not less than ten (10) calendar days prior to the opening of the bids.
5. The bidder followed up initial solicitations of interest by contacting the MBEs and WBEs to determine with certainty whether the enterprises were interested in performing specific items of the project.

6. The bidder provided, upon request, MBEs and WBEs with information about the plans, specifications, and requirements for the selected subcontracting or material supply work.
7. The bidder requested assistance from minority and women community organizations; minority and women contractor groups; local, state, or federal minority and some business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women's business enterprises, if any are available.
8. The bidder did not unreasonably reject the low bid for a particular subcontract item from a MBE and/or WBE.
9. Upon request, the bidder advised and made efforts to assist interested MBEs and WBEs in obtaining bonds, lines of credit, or insurance required by the City or the contractor.
10. The bidder's efforts to obtain MBE and WBE participation could reasonably be expected to produce a level of participation sufficient to meet the goals and requirements at a minimum by inviting MBE and WBE subcontractor proposals from at least one out of every three of all subcontract proposal requested.

#### I. HELPFUL RESOURCES

City of Sacramento  
Office of Minority Women Small Business (OMWSB)  
City of Sacramento  
5730 24th Street, Building #4  
Sacramento, CA 95822-3699  
(916) 433-6250

NEDA Business Development Center  
1779 Tribute Road, Suite J  
Sacramento, CA 95815  
(916) 649-2551

Filipino-American Chamber of Commerce  
7913 Bruceville Road  
Sacramento, CA 95823  
(916) 923-1171

Northern California Minority Trades Council  
2251 Florin Road, Suite 136  
Sacramento, CA 95822  
(916) 394-2887 (916) 394-2990 - fax

Sacramento Housing and Redevelopment  
Agency (SHRA)  
630 I Street  
Sacramento, CA 95814  
(916) 440-1325

California Department of Transportation  
Office of Civil Rights  
1120 N Street  
Sacramento, CA 95814  
(916) 323-9900

California Department of Corrections  
Planning and Construction  
501 J Street  
Sacramento, CA 95814  
(916) 445-3332

California Office of Small and Minority  
Business  
1531 I Street, 2nd Floor  
Sacramento, CA 95814  
(916) 322-5060

Women Construction Owners and Executives  
6056 Rutland Drive, Suite 5  
Carmichael, CA 95608  
(916) 348-2090

Asian Resources, Inc.  
2251 Florin Road, Suite E  
Sacramento, CA 95822  
(916) 424-8964

National Center for American Indian  
Enterprise Development  
9650 Flair Drive, Suite 303  
El Monte, CA 91731  
(818) 442-3701

Sacramento Urban League Inc.  
8928 Volunteer Lane, Suite 220  
Sacramento, CA 95826  
(916) 362-3284

Women Construction Owner's & Executives Inc.  
5850 Rosebud Lane, Suite A  
Sacramento, CA 95841  
(916) 456-5555

Sacramento Asian Pacific Chamber of Commerce  
P.O. Box 221311  
Sacramento, CA 95822  
(916) 447-8733

Greater Sacramento Small Business  
Development Center  
1787 Tribute Road, Suite A  
Sacramento, CA 95815  
(916) 263-6580

United Minority Business Entrepreneurs Inc.  
(Sacramento)  
3871 Security Park Drive  
Rancho Cordova, CA 95670  
(916) 351-0310

Sacramento Business Network  
P.O. Box 23315  
Sacramento, CA 95823  
(916) 393-6064  
Contact Aaron Boyce

Hispanic Chamber of Commerce  
P.O. Box 161933  
Sacramento, CA 95816  
(916) 925-1925

Sacramento Tradeswomen  
P.O. Box 162865  
Sacramento, CA 95816  
(916) 334-7385

Black Chamber of Commerce  
P.O. Box 163197  
Sacramento, CA 95816  
(916) 392-7222

## II. CERTIFICATION

- A. A MBE or WBE designated in the bid must be certified as such by the City of Sacramento Office of Minority, Women and Small Business (OMWSB), prior to the time bids are received.
- B. A firm certified by another agency which utilizes Code of Federal Regulations 49, part 23, must still be certified by the City of Sacramento prior to bid opening. For additional information, re: City Certification, contact (OMWSB) at 433-6250.
- C. A MBE or WBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry its responsibility by actually performing, managing, or supervising the work.

D. Suppliers: Credit for a MBE or WBE vendor of materials or supplies is limited to 60 percent of the amount to be paid to the vendor for the material unless the vendor manufactures or substantially alters the goods; then it is counted as 100 percent.

E. Truckers: Credit for trucking by MBEs or WBEs will be as follows:

1. The entire amount (100 percent) to be paid when MBE or WBE truckers perform the trucking with his/her own trucks, tractors, and employees or who use a "certified roster."
2. Twenty (20) percent of the amount to be paid to MBE and WBE trucking brokers who do not have a "certified roster."
3. Twenty (20) percent of the amount to be paid to trucking brokers who are not MBE or WBE but who use a "certified roster."

### III. MBE/WBE REQUIREMENTS OF SUCCESSFUL BID/PROPOSAL

A. MBE AND WBE RECORDS - The Contractor shall maintain records of all subcontractor contracts with certified MBE and WBE subcontractors and records of materials purchased from certified MBE and WBE vendor/supplier for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each MBE and WBE subcontractor or vendor/supplier and the total dollar amount actually paid each MBE and WBE subcontractor or vendor/supplier.

Upon completion of the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City.

B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications shall be considered noncompliance with the contract. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the contract amount. The deduction shall be ten (10) percent of the estimated value of the work done during the month, not to be less than \$1,000 nor exceed \$10,000 and shall be deducted from the next progress payment.

C. PERFORMANCE OF MBE AND WBE SUBCONTRACTORS AND SUPPLIERS - The MBEs and WBEs listed by the Contractor shall perform the work and supply the materials for which they are listed unless the contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material from other sources. Reasons for requesting such authorization would include:

1. The listed MBE or WBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.



2. The listed MBE or WBE becomes bankrupt or insolvent.
3. The listed MBE or WBE subcontractor fails to meet the bond requirements of the Contractor.
4. The work performed by the listed subcontractor is unsatisfactory and/or is not in accordance with the plans and specifications, or the subcontractor fails to perform his/her obligations under the subcontractor contract.
5. It would be in the best interest of the City. The Contractor shall not be entitled to any payment for such work or materials unless it is performed or supplied by the listed MBE or WBE or other forces (including those of the Contractor) authorized in writing, by the City.

D. SUBCONTRACTOR SUBSTITUTION - No substitution of a MBE or WBE subcontractor shall be made at any time without the written consent of the City. If a MBE or WBE subcontractor is unable to perform successfully and is to be replaced, the Contractor will be required to make good faith efforts to replace the original MBE or WBE subcontractor with another certified MBE or WBE subcontractor. The new MBE/WBE subcontractor must be certified at the time of substitution.

#### IV. DEFINITIONS

##### A. MINORITY BUSINESS ENTERPRISES (MBE)

A MBE must be an independent business concern which is at least 51 percent owned and controlled by a minority group member(s). Ownership and control are measured by a variety of factors including:

1. Responsibility for performance of agreement work.
2. Management responsibility and control.
3. At least 51 percent share of profits and risk.
4. Other data (such as voting rights) that may be related to ownership and/or control.

##### B. MINORITY GROUP MEMBER

Minority individuals include those persons who are citizens of the United States (or lawfully admitted permanent residents), or whose origin is listed below:

1. "Black Americans", persons having origins in any of the black racial groups of Africa;
2. "Hispanic Americans", persons of Mexican, Puerto Rican, Cuba, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;

3. "Native Americans," persons having origins in any of the original peoples of North America;
4. "Asian-Pacific Americans", persons whose origins are from Cambodia , China, Guam, Indonesia, Japan, Korea, Laos, Malaysia, Northern Marianas, Philippines, Samoa, Singapore, Taiwan, the U.S. Trust Territories of the Pacific, and Viet Nam, India, Pakistan, and Bangladesh.

C. WOMEN'S BUSINESS ENTERPRISE (WBE):

A WBE is an independent business which is at least 51 percent owned by a woman, or women, who also control and operate it. Ownership and control are measured by a variety of factors including:

1. Responsibility for performance of agreement work.
2. Management responsibility and control.
3. At least 51 percent share of profits and risk.
4. Other data (such as voting rights) that may be related to ownership and/or control.

In cases where a minority women owned firm participates in a contract, the percentage may be credited towards MBE participation or as WBE participation, or allocated, but may not be credited fully to both.

D. CONTRACTOR

The individual, partnership, corporation, joint venture or other level entity entering into a contract with the City of Sacramento.

E. SUBCONTRACTOR

The individual, partnership, corporation, or other legal entity entering into a contract with the prime contractor to perform a portion of the work.

F. JOINT VENTURE (JV)

A business enterprise formed by a combination of firms under a JV agreement. To qualify as a bonafide MBE/WBE, the minority-owned/woman or women owned and controlled firms in the joint venture must:

1. Satisfy all requirements for bonafide MBE/WBE participation in their own right. In cases where a minority women owned firm participates in a JV, the percentage may be credited towards MBE participation or as WBE participation, or allocated, but may not be credited fully to both.

2. Share a clearly defined percentage of the ownership, management responsibilities, risks, and profits of the JV. Only this percentage will be credited towards the MBE/WBE goal.

**G. PREFERENCE ELIGIBLE FIRM**

A Certified and Program Eligible MBE/WBE firm that is owned by a woman (women) or by a minority (minorities) for whose ethnic group the City of Sacramento has a goal in the appropriate business category.

**H. PROGRAM ELIGIBLE FIRM**

A Certified MBE/WBE firm that has demonstrated that it has attempted to do business with one or more of the agencies located in the Sacramento market area. Firms may be able to demonstrate program eligibility by attempting to register as a vendor, making a sales call on one of the JCP agencies or prime contractor, obtaining a local business license, submitting a bid to a JCP agency or prime contractor, prior to January 1, 1994, or sign an affidavit indicating that the firm has attempted to do one of the above mentioned items.

**I. JCP**

Joint Certification Program; a MBE/WBE certification program using the criteria in 49 Code of Federal Regulations CFR. This program is funded by the local participating agencies, which include Sacramento Housing and Redevelopment Agency, the County of Sacramento, the City of Sacramento, the Sacramento Regional Transit Authority and the Sacramento Municipal Utility District. The program is administered by the City of Sacramento's Office of Minority, Women and Small Business.

Name of Contractor: \_\_\_\_\_  
(Please print)

### MBE/WBE WORKSHEET REQUIRED FOR DOCUMENTATION OF GOOD FAITH EFFORTS

#### Contractor Committed Participation

MBE: \_\_\_\_\_%      WBE: \_\_\_\_\_%

The following format is not all-inclusive of the responses required, but is provided as assistance in complying with the requirements of the proposal. Use a separate sheet of paper, clearly identifying the items you are responding to and attach it to this form. If the goals are not met, compliance and response is required for all 10 items. The proposer/bidder shall submit this completed document, and required attachments clearly identified, to the office at which bids were received within four (4) business days after bid opening.

1. Did the proposer/bidder attend the pre-solicitations or pre-bid meeting?

☐ Yes

☐ No

2. List the specific selected items identified that could be performed by MBEs/WBEs which, if awarded, are of sufficient dollar value to exceed or meet the goals. Attach additional sheets as necessary. *(Note: This does not substitute for any subcontractor list required elsewhere in the bid/proposal documents.)*

Item of Work	Estimated Dollar Value
Item of Work	Estimated Dollar Value
Item of Work	Estimated Dollar Value
Item of Work	Estimated Dollar Value
Item of Work	Estimated Dollar Value
Item of Work	Estimated Dollar Value

3. Provide a copy of all advertisements placed in general circulation, trades, and Minority/Women focused media, which requested MBE/WBE participation. Label each copy with the name of the publication and date the advertisement appeared.

4. Provide a list of the MBEs/WBEs contacted in an effort to meet the required goals. Attach a list of Contractor's name, address, phone number, date, person contacted, and result of contact.

Name of Contractor: \_\_\_\_\_  
(Please Print)

5. Provide follow-up contact documentation for contractors listed in 4, above. Attach a list of Contractor name, address, phone number, date, person contacted and result of contact.

6. Did any MBE/WBE request information about the plans, specifications and requirements of the project?

☐ Yes

☐ No

If yes, attach list stating name, address, phone number, date, requested information and information provided.

7. Attach a list of at least five (5) minority and women assistance organizations, minority and women contractor groups, local, state or federal minority or women assistance offices or other organizations that provide assistance in the recruitment and placement of MBEs/WBEs. State name, address, phone number, date, person contacted, requested information and information provided.

8. Was the low bidder for a particular subcontract item received and rejected from an MBE/WBE?

☐ Yes

☐ No

If yes, attach list stating name, address, phone number, category of work, MBE/WE bid and reason for rejection.

9. Did any MBE/WBE request assistance in obtaining bonds, lines of credit, and/or insurance for this project?

☐ Yes

☐ No

If yes, attach list stating name, address, phone number, date, assistance requested and assistance provided.

10. Attach a complete list of all subcontract proposals requested indicating that at least one of three (1 of 3) were MBE/WBE contractors. Include name, address, phone number, person contacted and MBE/WBE status.

CONTRACTOR:

\_\_\_\_\_  
(please print)

By: \_\_\_\_\_

(signature)

Title: \_\_\_\_\_

Telephone No. \_\_\_\_\_

CITY OF SACRAMENTO • COUNTY OF SACRAMENTO • REGIONAL TRANSIT  
SACRAMENTO HOUSING & REDEVELOPMENT AGENCY (SHRA)  
SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD)

**REQUEST FOR  
MINORITY/WOMEN BUSINESS ENTERPRISE  
CERTIFICATION APPLICATION**

**PROJECT SIGN** The City of Sacramento, County of Sacramento, Sacramento Housing and Redevelopment Agency (SHRA), Sacramento Regional Transit (RT) and the Sacramento Municipal Utility District (SMUD) have a joint minority/women business enterprise (M/WBE) certification program effective July 1, 1993. If you are a minority or woman-owned business and wish to be included in the regional joint certified M/WBE database, please complete the bottom portion of this form and return it to the City of Sacramento Office of Minority, Women and Small Business, 5730 24th Street, Building 4A, Sacramento, CA 95822.

If you wish to be included on bid list or desire information from any of the joint agencies, contact the following:

COUNTY OF SACRAMENTO

Materials, Services, Supplies Contracts  
Public Works Contracts

(916) 366-4579  
(916) 440-6568

SACRAMENTO HOUSING AND REDEVELOPMENT

Purchasing Office Bid List  
(916) 566-1200

CITY OF SACRAMENTO

Public Works: Construction, Professional Services  
Material, Supply, Non-Professional Services

(916) 392-4758  
(916) 392-2437

Procurement Services (916) 433-6240  
Bid Announcement Line (916) 392-BIDS

REGIONAL TRANSIT

Contracting and Purchasing Program  
(916) 321-2800

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Contracting and Purchasing Program  
(916) 732-5624

After receiving your request for certification, the Office of Minority, Women and Small Business will mail you a joint M/WBE Certification Application form. When your completed Certification Application and supporting documents are approved, your firm will be listed on the joint M/WBE database and minority and women business enterprise vendor directory. This directory is utilized by the departments from each of the five agencies and prime contractors seeking minority or women-owned business participation. If you have any questions, please call (916) 433-6250.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Business:      Corporation ☐      Partnership ☐      Sole Proprietor ☐

Do you have a City Vendor Number? (If yes, list here): \_\_\_\_\_

# AFFIDAVIT

The undersigned certifies, under penalty of perjury, that the foregoing statements indicated on the certification application are true and correct and include all material information necessary to identify and explain the ownership, operation and control of \_\_\_\_\_ (Name of Firm).

If, at any time, the City of Sacramento has reason to believe that any person for firm has willfully and knowingly provided incorrect information or made false statements, the City of Sacramento may refer the matter to the appropriate Federal or State funding agency for initiation of debarment procedures and/or refer the matter to the appropriate law enforcement agency.

All oral and tacit agreements shall be reduced to writing and submitted with this affidavit. If there are no written, oral, or tacit agreements concerning the operation of the company, please affirm in your own handwriting the following statement.

"There are no written, oral or tacit agreements concerning the ownership, operation, operation and control of the company between any persons associated with the company."

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned further certifies that it (check one of the following boxes):

HAS ATTEMPTED [ ] or HAS NOT ATTEMPTED [ ]

to do business in the areas covered by the joint certification program agencies prior to January 1, 1994 such as: registering as a vendor; making a sales call on a JCP agency or prime contractor; obtaining a local business license; or submitting a bid to a JCP agency or prime contractor. I/our firm will be able to provide documentation to substantiate this claim.

Any material misrepresentation or omission will be grounds for terminating any contract which may be awarded and for initiating action under Federal, State and local laws concerning false statements.

This affidavit was executed in \_\_\_\_\_, (CITY) \_\_\_\_\_ (STATE)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## NOTARY ACKNOWLEDGEMENT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 19\_\_\_\_, before me, appeared \_\_\_\_\_ personally known to me (or 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.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

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.

\_\_\_\_\_  
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, 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).

## GUARANTEE

We hereby guarantee the

Orchard Lane/Swallows Nest  
Water Main Extension  
(PN: ZB32)

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:

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Dated:

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## AGREEMENT

THIS AGREEMENT, dated for identification \_\_\_\_\_, 19\_\_\_\_, between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter called "City"), and

\_\_\_\_\_

(hereinafter called the "Contractor").

The parties hereto mutually agree to the terms and conditions set forth herein.

### 1 CONTRACT DOCUMENTS

Each of the items hereinafter referred to is incorporated herein by reference as if set forth in full in this contract.

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 herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The Contract Documents, sometimes also referred to as "the Contract" consist of the Notice to Contracts, the completed proposal Form submitted by Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which will occur or actions to be taken after the submission of the Proposal, this Agreement, the Standard Specifications, the Special Provisions, Plans and Technical Specifications, the drawings and other data and all developments thereof prepared by City pursuant to the Contract, and any modifications of any of the foregoing in the form of Addenda or otherwise effected in accordance with the terms of the Contract.

The Standard Specifications shall mean and refer to the current Standard Specifications of the City of Sacramento which are incorporated herein by this reference as if set forth in full at this price.

### 2. DEFINITIONS

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

### 3. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as 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.

4. SCOPE OF CONTRACT

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

Orchard Lane/Swallows Nest  
Water Main Extension  
(PN: ZB32)

including the following alternative bid items described in the Proposal Form:

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5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, the sum computed in accordance with the actual amount of each item of work performed or material furnished and incorporated in the work, at the unit price which Contractor bid for each such item in his Proposal Form, said unit price to be determined as provided in the Standard Specifications or these Special Provisions.

6. PROGRESS AND FINAL 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 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; the Contractor and Engineer shall inspect the statement and, if both approve the statement, the City shall issue a certificate for ninety (90) percent of the amount it shall find to be due.
- (B) No inaccuracy or error in said monthly estimates shall operate to release Contractor or Surety 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) City shall pay the remaining ten (10) percent of the value of the work done under this contract, if unencumbered, thirty-five (35) days after final completion and acceptance of work by City. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against the City arising under the Contract Document.
- (E) Progress payment due the Contractor shall be made within thirty (30) days following receipt of statement jointly approved by the Contractor and the Engineer.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due Contractor from City. If, on completion termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor of his sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the work on or before fifteen (15) working days from and after receipt of written Notice to Proceed from City to contractor and will diligently prosecute the work to final completion. The phrase "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. Said 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. 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 Contractor Documents on or before fifty (50) working days (hereinafter called the "Completion Date") from the date of the Notice to Proceed unless extensions of time are granted in accordance with the Contract Documents.

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

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, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work which may be discovered before final acceptance of the entire work. Any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by the inspector. The inspection of the work, or any part thereof, shall not relieve Contractor of any of his obligations to perform satisfactory work as herein prescribed.

Failure or neglect on the part of City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if such becomes evident at any time prior to final acceptance of the entire work or all materials, not shall such failure be construed as barring City at any subsequent time from recovering damages or of such a sum of money as may be required to build anew all portions of the work in which fraud was practiced or improper materials used whenever City may discover the same.

12. RELEASE

If requested to do so by City, at the time of final payment, as a condition precedent to final payment, Contractor and each assignee under any assignment if effect at the time of final payment shall execute and deliver a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by City which shall discharge City, its officers, agents and employees of and from all liability, obligations and claims arising under this contract.

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

The City of Sacramento 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.

14. NO WAIVER OF REMEDIES

Neither the inspection by City or its agents, nor any order or certificate 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 or its agents shall operate as a waiver of any provision of this Agreement or 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 this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

15. GUARANTEE

Except as otherwise expressly provided in the Specifications, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Contractor guarantees all work executed by him and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City 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 of Sacramento. Contractor shall repair or replace any or all such work or material, together with all of any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City. Contractor shall provide City with a Maintenance Bond or Letter of Credit in the amount of five percent (5%) of the Contract covering the warranty period. Said security shall be filed with the City prior to Contract acceptance by the City Council.

In the event that Contractor shall fail to comply with the conditions of foregoing guarantee within ten (10) days time after being notified of the defect in writing, City shall 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 guarantee results in a condition which constitutes an immediate hazard to the 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 either temporary or permanent repairs which may be required as determined in the sole discretion and judgement of City.

16. DETERMINATION OF DAMAGES

The actual fact of the occurrence of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration inspection, and supervision; and the loss suffered by the public within the City of Sacramento by reasons of the delay in the completion of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

17. LIQUIDATED DAMAGES

the amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be two hundred (\$200.00) 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 City resulting from Contractor's default.

18. PAYMENT OF DAMAGES

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 which would otherwise 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 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. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as hereinbefore specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

19. INDEMNITY AND HOLD HARMLESS

Contractor shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the work, provided that such action, damage, claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury of use thereof, and is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

20. 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. Contractor 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, except as otherwise stipulated.

21. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the work and furnish all the labor, materials, tools, power and light, and appliances, necessary or proper for performing and completing the work herein required in the manner within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as 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 for the purpose of explanation.

22. INSURANCE

During the term of this Agreement and until final completion and acceptance of the work required by the Contract documents, Contractor shall maintain in full force and effect at his own and expense the following insurance coverage:

(A) Worker's Compensation

Full Worker's Compensation Insurance and Employer's Liability policy or provide evidence of ability to undertake self-insurance. Limits of coverage shall be at least \$1,000,000 for any one person. In the event Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

(B) Comprehensive Auto and General Liability Insurance

Contractor must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance  
Products and Completed Operation Liability



Broad Form Property Damage Liability  
Contractual Liability  
Personal Injury Liability

The amount of the policy shall be no less than \$1,000,000 Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be Named Insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by city or other Named insured will be called on to contribute to a loss covered thereunder.

(C) Certificate of Insurance

Contractor shall have City's standard Certificate of Insurance completed and filed with the Division of Risk Management within fifteen (15) days of the execution of this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company of the insured during the term of this Agreement, without first giving to City thirty (30) calendar days written notice prior to the effective date of such cancellation or change in coverage.

(D) Worker's Compensation Certificate

Contractor shall sign and file with the Division of Risk Management of the City of Sacramento the following certification prior to commencing performance of the work of the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract."

23. FAILURE TO MAINTAIN INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract payments due or that become due until notice is received by City that such insurance has 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.

Any failure to maintain any item of the required insurance will be sufficient cause for termination of the Contract.

24. EXTENSIONS OF TIME

In the event City deems it necessary, in its sole discretion, to extend the time of completion of the work to be done under this Contract beyond the required Completion Date herein specified, such extensions shall in no way release any 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 executed pursuant to said provisions. By executing such Bonds, the sureties shall be deemed to have expressly agreed to any extension of time shall be limited to the period of excusable delay as defined herein giving rise to the same as determined by City Council of City.

## 25. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of 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 City of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's subcontractors; 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 which could have been avoid by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other part of the work, nor the completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by City for review of Plans and submittals required of Contractor and for the making of surveys, measurements and inspection; (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City which does not necessarily prevent the completion of the 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) but shall not under any circumstances increase the sum City is to pay Contractor as provided in these Contract Documents.

## 26. CONTRACTOR TO SERVICE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the work, and in any event upon the occurrence of any delay which Contractor regards as an Excusable Delay, he shall notify the Engineer in writing immediately within ten (10) calendar days of the probability of such delay and its cause, in order that the Engineer may take immediate steps to prevent if possible the occurrence or continuance of the delay or 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 notice shall constitute an application for an extension of time only if the notice requests such an extension and sets for 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 of whole of the work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him to have been

excusable. Contractor shall make no claim that any delay not called to the attention of the Engineer at the time of its occurrence has been an Excusable Delay.

27. EXTENSION OF TIME

Should any delays occur which the Engineer may consider excusable, as herein defined, Contractor shall, pursuant to his application, be allowed an extension of time beyond the time herein set forth proportional to said delay or delays in which to complete this Contract; and, during an extension which may have been granted because of an excusable delay or delays, City shall not charge liquidated damages against Contractor for such delay. Only the Engineer may grant an extension of time on the Contract.

28. EXTENSION OF TIME DOES NOT WAIVE CITY'S RIGHT

The granting of any extension of time on account of delays which in the judgement of the Engineer are excusable delays 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.

29. 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 such delays qualify for extension of time under this Agreement or not, providing the elements precluding recovery of damages by Contractor in Section 7102 of the Public Contracts Code are met.

30. CHANGES IN THE WORK

Changes in the work made pursuant to changes issued in accordance with the Standard Specifications and extensions of time of completion made necessary by reason thereof (beyond the Completion Date) shall not in any way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on Bonds executed pursuant to the said provisions. 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.

31. TERMINATION AFTER COMPLETION DATE

In addition to any other rights it may have, City may terminate this Contract at any time after the Completion Date as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination, Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

32. CONTRACTOR BANKRUPT.

If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council

may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 33. Contractor's Surety shall have the right to complete the work by commencing within thirty (30) calendar days as specified in Section 33; and, in the event Contractor's Surety fails to commence work within thirty (30) calendar days as specified in Section 33, City shall have the right to complete, or cause completion of the work, all as specified in Section 33.

### 33. TERMINATION FOR BREACH OF CONTRACT

If Contractor should abandon the work under this Contract, or if the Contract or any portion of the contract should be sublet or assigned without the consent of the City Council, or if the Engineer should be of the opinion 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 should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if Contractor should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor or persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor or persistently disregard laws, ordinances or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City Council may give Contractor and his Surety 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 satisfactory arrangement for correction is not made, within ten (10) calendar days from the date of such notice, the Contract shall upon the expiration of said ten (10) calendar days cease and terminate. In the event of any such termination, City shall immediately serve notice thereof upon the Surety and Contractor; and the Surety shall have the right to take over and perform the Contract, provided; however, that if the Surety does not commence performance thereof within thirty (30) calendar days from the date of the mailing to such Surety of notice of termination, City may take over the work and prosecute the same to completion of Contract, or otherwise, for the account and at the expense of Contractor, and his Surety shall be liable to City for any excess cost occasioned City thereby, as hereinafter set forth.

In the event City completes the work, or causes the work to be completed, as aforesaid, no payment of any such shall be made to Contractor until the work is complete. The cost of completing the work, including but not limited to, extra costs of administration and management incurred by City, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to Contractor from City. If no sum sufficient to pay the difference between sums due to Contractor from City and the cost of completing the work, Contractor and the Surety shall pay City a sum equal to said difference on demand. In the event City completes the work, and there is a sum remaining due to Contractor after City deducts the aforementioned costs of completing the work, then City shall thereupon pay such sum to Contractor and his Surety.

No act by City before the work is finally accepted, including, but not limited to, exercise of other rights under the contract, action at law or in equity, extensions of time, payments, claims 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 by, or to estop, City from acting pursuant to this paragraph upon any subsequent event, occurrence of failure by contractor to

fulfill the terms and conditions of the Contract. The rights of City pursuant to this paragraph are cumulative and in addition to all other rights of City pursuant to this Agreement and at law or in equity.

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

CONTRACTOR

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID# or Social Security #

CITY OF SACRAMENTO  
a municipal corporation

DATE \_\_\_\_\_

BY \_\_\_\_\_  
City Manager

ATTEST

\_\_\_\_\_  
City Clerk

ORIGINAL APPROVED AS TO FORM

FUNDING AVAILABLE:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Accounting Officer

## **SUBSTITUTION OF SECURITIES FOR MONEY WITHHELD**

At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the contract. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with Wells Fargo Bank as escrow agent according to a separate Escrow Agreement. Such agreement shall include the provisions set forth in Public Contract Code Section 22300. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

**CITY OF SACRAMENTO  
CERTIFICATE OF INSURANCE**

This is to certify the CITY OF SACRAMENTO that the insurance policies listed below have been issued to the named insured and are in force at this time.

NAMED INSURED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DESCRIPTION OF CONTRACT: \_\_\_\_\_

TYPE OF INSURANCE	INSURER AND POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			Ea. Occurrence	Aggregate
GENERAL LIABILITY  Comprehensive General Liquor Liability Contractual Products/Completed Operations Personal Injury Broad Form Property Damage			Bodily Injury \$ Property Damage \$ Bodily Injury and Property Damage Combined Deductible \$ _____	\$ \$ \$      
AUTOMOBILE LIABILITY  Owned, Non-Owned and Hired Automobiles			Bodily Injury \$ (each person) Bodily Injury \$ (each accident) Property Damage \$ Bodily Injury and Property Damage Combined	\$  \$      
UMBRELLA LIABILITY Umbrella/Excess Liability			Single Limit \$ Self-insured Retention \$ _____	\$  
WORKERS COMPENSATION Workers' Compensation and Employers Liability			Employers Liability Limit \$ _____	
FIRE Fire and Extended Coverage Perils			Amount of Insurance \$ _____	
MISCELLANEOUS COVERAGES Aircraft Liability (including passenger injuries) Garagekeepers Legal Liability Watercraft Liability Professional Liability			Bodily Injury \$ Property Damage \$ Amount of Insurance \$ Bodily Injury \$ Property Damage \$ Amount of Insurance \$ _____	\$ \$  \$ \$  
OTHER COVERAGE (indicate)				

**THE FOLLOWING PROVISIONS APPLY:**

None of the above described coverages will be canceled, reduced or non-renewed until after 30 days written notice has been given to the Risk Management Manager, City of Sacramento.

The City of Sacramento, its officials, agents and employees are named on all liability policies \_\_\_\_\_ above (except professional liability policies) as additional insureds as respects all \_\_\_\_\_ performed for the City of Sacramento by or on behalf of the named insured:

The above policies include a severability of interests clause.

Any liability insurance maintained by the City of Sacramento will apply only in excess of the liability insurance coverages and limits described above.

**DATE ISSUED:**

AUTHORIZED REPRESENTATIVE OF INSURANCE CO. \_\_\_\_\_

(Title) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone) \_\_\_\_\_

## PERFORMANCE 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;

Orchard Lane/Swallows Nest  
Water Main Extension  
(PN: ZB32)

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 CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bounden Principal, or its heir, 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/her 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, Contract 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 additions to the terms of the contract or to the work or to the specifications.



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

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

Surety: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

By: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Sacramento, a municipal corporation, has awarded to

\_\_\_\_\_

hereafter designated as the "Principal", a contract for;

Orchard Lane/Swallows Nest  
Water Main Extension  
(PN: ZB32)

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or material suppliers 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, 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 insure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civic 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, Contract 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 HEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_th day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate body being affixed thereto, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

Surety: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

By: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO  
APPRENTICES ON PUBLIC WORKS

Chapter 1 of Division 2  
APPRENTICES ON PUBLIC WORKS

(Note: Boldface type denotes key points.)

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

(Added by Stats. 1978, Ch. 1249)

1776. (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.

(e) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(f) In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the con-

tractor must comply with this section. Should noncompliance still be evident after the 10-day period, the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

(g) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime contractor.

(h) The director shall adopt rules consistent with the California Public Records Act (Ch. 3.5 (commencing with Sec. 6250), of Div. 7, Title 1, Gov. C.) and the Information Practices Act of 1977, (Title 1.8 (commencing with Sec. 1798) Pt. 4, Div. 3, Civ. C.) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(Amended 1983 ch. 681)

1777.5. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed on public works. The employment and training for each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual ap-

plications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards.

The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The contractor or subcontractor, if he or she is covered by this section, upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, the apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000) or 20 working days. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week, shall not be used to calculate the hourly ratio required by this section.

"Apprenticeable craft or trade" as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(b) The number of apprentices in training in such area exceeds a ratio of 1 to 5.

(c) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.

(d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her 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.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or

statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already approved by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him or her, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Section 227.

The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

All decisions of the joint apprenticeship committee under this section are subject to Section 3081.

(Amended by Stats. 1989, Ch. 1224)

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, excepted as provided in Section 3077, of such employee.

(Amended by Stats. 1976, Ch. 1179)

1777.7. (a) In the event a contractor or subcontractor willfully fails to comply with Section 1777.5, the Director of Industrial Relations shall deny to the contractor or subcontractor, both individually and in the name of the business entity under which the contractor or subcontractor is doing business, the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.

(b) A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of fifty dollars (\$50) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.

(c) In lieu of the penalty provided for in subdivision (a) or (b), the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(e) The interpretation and enforcement of Section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1989, Ch. 1224)

EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS  
(Executive Order 11246)

SACRAMENTO CITY/COUNTY AFFIRMATIVE ACTION PLAN (SCCAAP) EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246), AS AMENDED.

The City of Sacramento, in conjunction with the County of Sacramento has established a temporary Affirmative Action Plan named "SACRAMENTO CITY/COUNTY AFFIRMATIVE ACTION PLAN" (hereinafter referred to as the "Plan"). This section is formed to assist contractors in meeting the Affirmative Action compliance requirements of the Department of Labor. The City has adopted the "Plan" as its affirmative action program for City construction contracts and requires a contractor and all subcontractors be signatory to the Plan in order to be eligible for an award of a City Agreement. Additional information regarding the Plan is available at 3020 Explorer Drive, Suite 3, Sacramento, CA 95827, telephone: (916) 366-2509.

1. As used in these specifications:
  - A. "Covered area" means the geographical area within the City/County of Sacramento;
  - B. "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 or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, 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. Contractors must be able to demonstrate their participation in and compliance with the provisions of the Plan. Each Contractor or Subcontractor participating in the Plan 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 p 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 that 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 non-working 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, provide 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 City of Sacramento, Department of Public Works, c/o Contract Compliance Officer, when the union or unions with which the Contractor has 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 complied 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 on-site 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 non-segregated 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 subcontractors from minority and females 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 work force 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 Contracts 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 City of Sacramento 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).

#### REPORTING REQUIREMENTS

- (1) All contracts and subcontracts (over \$10,000) are subject to the reporting requirements.
- (2) Contractors must submit a CC 257 (Monthly Employee Utilization Report) to the City of Sacramento, Construction Section, 640 Bercut Drive, Suite B, Sacramento, California 95814.
- (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 City no later than the 5th working day of each month.
- (5) Failure to report is automatic cause to find the Contractor in non-compliance.
- (6) Each report is monitored by City 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 (SMAS OR EA)				3. CURRENT GOALS MINORITY: _____ FEMALE: _____				4. REPORTING PERIOD FROM: _____ TO: _____			
				NAME AND LOCATION OF CONTRACTOR								FEDERAL FUNDING AGENCY			

5. CONSTRUCTION TRADE	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)												9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY		
	Classifications	6a. TOTAL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDER		6e. NATIVE AMERICAN OR ALASKAN NATIVE		7. MINORITY PERCENTAGE					8. FEMALE PERCENTAGE
		M	F	M	F	M	F	M	F	M	F		M	F			
	JOURNEY WORKER																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	JOURNEY WORKER																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
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	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 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 contracted 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 areas 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)
Until further notice	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, and Placer Counties, California.

**GOALS AND TIMETABLES**

Timetable	Goals (percent)
Until further notice	All ——— 17.5 to 20.0

**SPECIAL PROVISIONS**

**SPECIAL PROVISIONS  
FOR  
ORCHARD LANE/SWALLOWS NEST  
WATER MAIN EXTENSION  
(PN:ZB32)**

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APPENDIX

Detail No. 1 - 8" Reduced Pressure Backflow Prevention Assembly  
Installation Detail



**SPECIAL PROVISIONS  
FOR  
ORCHARD LANE/SWALLOWS NEST  
WATER MAIN EXTENSION  
(PN:ZB32)**

**GENERAL CONSTRUCTION REQUIREMENTS**

**A. Scope of Work**

The work to be performed under these Special Provisions consists of furnishing and placing 12 inch diameter water main pipe. Also included is furnishing and installing fittings, fire hydrants and other appurtenances as indicated on the plans.

The Contractor shall provide all labor, materials, tools, and equipment to complete in place all work necessary to furnish, install, pressure test and disinfect the water main pipe and appurtenances. The Contractor shall make all required connections to the existing water distribution system as shown on the Plans and as specified herein. The work shall be so performed that upon contract completion the project shall be ready for use.

**B. 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, dated June 1989, referred to herein as "City Standard Specifications". Reference may also be made to the State of California, Department of Transportation, Standard Specifications referred to herein as "State 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.

**C. AWWA Standards - Water Mains**

These Special Provisions contain reference to certain standards of the American Water Works Association (AWWA). Copies of these standards are available for reference at the City of Sacramento, Department of Utilities, Engineering Services Division located at 5770 Freeport Boulevard, Suite 100 in Sacramento.

IN SUBMITTING A BID, THE CONTRACTOR CERTIFIES THAT HE/SHE IS FAMILIAR WITH FIELD HANDLING, INSTALLATION, INSPECTION, DISINFECTION, PRESSURE TESTING AND ALL OTHER REQUIREMENTS CONTAINED IN THE AWWA STANDARDS.

D. Interpretation of Contract Documents

No oral representation or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least five (5) days prior to the time announced for the opening of bid proposals.

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 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 one (1) week prior to the bid opening date.

Requests for information regarding this procedure or other similar information shall be directed to Candace McGahan of the City of Sacramento, Department of Utilities, Engineering Services Division, 5770 Freeport Boulevard, Suite 100, Sacramento, CA 95822, Phone (916) 433-6617.

E. Governing Documents

1. All work performed under this contract shall be in accordance with the following general requirements:
  - a. Sealed Proposal
  - b. Agreement
  - c. City Standard Specifications - Sections 1 through 8
2. All work performed under this contract shall be in accordance with the following special provisions:
  - a. Technical Specifications
  - b. Contract Plans
  - c. City Standard Specifications - Sections 10 through 38
  - d. California Labor Code - Chapter 4 of Division 3
  - e. Sacramento City/County Affirmative Action Plan - Executive Order 11246
3. In the event of a conflict in the Contract Documents, the governing priorities, when appropriate, shall be as follows:
  - a. Addenda shall govern over other Contract Documents. Subsequent addenda shall govern over prior addenda only to the extent specified.
  - b. The Agreement shall control over all other Contract Documents except for Supplementary Conditions and Addenda, if any.

- c. The General Conditions of the Agreement shall govern over all other Contract Documents, except for the Agreement, Supplementary Conditions and Addenda, if any.
- d. In case of conflict between Plans and Specifications, the Plans shall govern in matters of quantity and the Specifications shall govern in matters of quality.
- e. In case of conflict with the Plans involving quantities, furnish the greater quantity.
- f. In case of conflict within the Specifications involving quality of material or procedure, furnish the higher quality material and procedure.
- g. Schedules appearing in the Plans shall govern over other portions of the Plans.
- h. Specific notes shall govern over other notes and other portions of the Plans except Schedules described below.
- i. Larger scale drawings shall govern over smaller scale drawings.
- j. Detail plans shall govern over standard plates bound within the Specifications.
- k. Figured or numerical dimensions shall govern over dimensions obtained by scaling.
- l. Where provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.

F. Shop Drawings and Submittals

As set forth in Section 5-6 of the City Standard Specifications, the Contractor shall provide shop drawings, manufacturer's descriptive literature, samples, and other information as required to the Engineer for review and approval. The Contractor shall furnish six (6) copies of each shop drawing or other written submittal material.

The Contractor's shop drawings and other submittals shall cover, but not be limited to, the following:

- 1. Construction Activity Time Schedule
- 2. Traffic Control Plan
- 3. Water Main Pipe
- 4. Gate, Air Relief and Blow Off Valves
- 5. Fire Hydrants
- 6. Zinc Alloy Cap Nuts

The Contractor shall forward the submittal material to the Engineer at least ten (10) working days prior to the need for approval. Upon completion of review the Engineer will return two (2) copies of the submittals, each marked up to indicate one of the following four (4) actions:

- 1. If no exceptions are required, the copies will be returned marked "APPROVED"

AS SUBMITTED" and work may begin immediately to incorporate the material and equipment covered by the submittal.

2. If limited corrections are required, the copies will be returned marked "APPROVED AS NOTED". Work may begin immediately to incorporate the material and equipment covered by the corrected submittal.
3. If insufficient or incorrect data has been submitted, the copies will be returned marked "RETURNED FOR CORRECTIONS". No work to incorporate the material and equipment covered by this submittal may begin until the submittal has been revised, resubmitted, and returned marked either "APPROVED AS SUBMITTED" or "APPROVED AS NOTED".
4. If the submittal is unacceptable, the copies will be returned marked "NOT APPROVED - RESUBMIT". No work incorporating the material and equipment covered by this submittal may begin until a new submittal is made and returned marked either "APPROVED AS SUBMITTED" or "APPROVED AS NOTED".

G. Equipment to be Supplied

All equipment, material and supplies called for on the Plans and Specifications shall be new and currently manufactured items, unless otherwise specified.

All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.

H. Manufacturer's Direction

Manufactured articles, material and equipment shall be furnished, installed, connected, erected, adjusted, tested, used, cleaned and conditioned as recommended by the manufacturer unless otherwise specified. Copies of the manufacturer's installation instructions and procedures shall be submitted prior to the installation of any manufactured articles, material and equipment.

I. Construction Activity Time Schedule

Within ten (10) working days after having received a "Notice to Proceed", the Contractor shall submit a time schedule of construction activities to the Engineer for review. The activity time schedule shall indicate the chronological sequence in which the Contractor proposes to carry out each aspect of the work, the calendar dates on which the Contractor will begin the salient elements of the work (procurement and delivery of materials, posting of "No Parking" signs, notification of property owners, scheduling of equipment, excavation of trenches, placement of pipe, etc.) and the contemplated dates for completing the salient elements.

The activity time schedule may be in the form of a bar chart, critical path method or precedence type at the option of the Contractor. The critical path method type schedule shall be in the form of a network diagram and activity listing. The precedence type schedule shall be in the form of a network diagram, activity listing and input listing.

The Contractor shall contact the Engineer at least forty-eight (48) hours in advance of any change in the work schedule. If the Contractor desires to make a major change in his method or operations after commencing construction or if the activity time schedule fails to reflect the actual progress of the work, the Contractor shall submit a revised schedule to the Engineer in advance of beginning revised operations.

The Contractor shall update the construction activity time schedule a minimum of every thirty (30) calendar days throughout the duration of the project. The Contractor shall also provide additional updates of the activity time schedule upon request by the Engineer within five (5) working days of such request. The submission of such time schedules to the Engineer by the Contractor shall be a condition precedent to the Contractor receiving progress payments on the project.

The activity time schedule shall be consistent in all respects with the time of completion and order of work requirements of these Special Provisions. No progress payments shall be made until a suitable time schedule of construction activities has been submitted and approved by the Engineer.

#### J. Record Drawings

The Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all piping and other facilities. Drawings shall be kept current weekly with all work instructions, change orders and construction adjustments shown.

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.

Prior to acceptance of the work covered by the contract, the Contractor shall deliver to the Engineer two (2) sets of neatly marked record drawings accurately showing the above required information.

#### K. Storage of Materials and Equipment

Materials and equipment shall be stored so as to insure the preservation of their quality and fitness for the work. Stores of equipment and materials shall be located so as to facilitate inspection by the Engineer. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the Engineer.

## EXISTING CONDITIONS

### A. Existing Utilities

Attention is directed to the provisions in Section 6-17, "Main and Trunk Line Utilities", of the City Standard Specifications.

The Contractor is expected to "pothole" existing underground utilities to determine their exact location and depth at any point where an existing utility line may be in conflict with the proposed work.

The costs for relocation of existing overhead or underground utilities not specified on plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for his own convenience, shall be borne by the Contractor.

The Contractor, at his option, may cut existing water services or tunnel beneath them. All water services to be cut by trench excavation shall become the responsibility of the Contractor to repair. Maximum time of interruption of water service to any residence or commercial business shall be four (4) hours.

The Contractor shall make allowances to notify residents and businesses twenty-four (24) hours prior to any interruption in water service.

The Contractor, at his option, may also elect to cut existing sewer services or tunnel under them. All sewer services cut by trench excavation shall be replaced before nightfall of the same day. The cut sewer services shall be repaired as detailed on Standard Drawing C.E.68 included in Section 38 of the City Standard Specifications.

No additional compensation will be paid to the Contractor for the repair of any water services or sewer services accidentally or purposely cut. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

### B. Existing and Emergency Water Service

The Contractor shall be responsible for maintaining water service to existing developed properties within the limits of the project at all times.

The Contractor's attention is directed to Section 5-10 "Provisions for Emergencies" of the City Standard Specifications. Whenever, in the opinion of the City, there arises outside of regular working hours an emergency involving water service to the general public, or a situation that poses a danger to public safety, or unreasonable inconvenience and/or nuisance to the public, the City's forces shall be called upon to handle any such emergency work. If such emergency is the result of operations by the Contractor, the cost of the corrective measures shall be billed to the Contractor and deducted from his payment. The performance of any such emergency work by the City forces shall not relieve the Contractor of any of his responsibilities, obligations, or liabilities under the contract.

No compensation will be paid to the Contractor for maintenance and protection of existing utilities and facilities. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

C. Maintenance of Traffic and Public Safety

The Contractor shall be responsible for traffic control and public safety at all times. Vehicle and pedestrian traffic must be allowed to traverse all streets and alleys.

The Contractor shall furnish, install, and maintain temporary construction warning signs, flaggers, barricades and other 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 within and through the limits of the project during the performance of the work.

Maintenance of traffic shall apply continuously and shall not be limited to normal working hours. The use of flaggers, barricades, and construction warning signs shall comply with the current edition of "Work Area and Traffic Control Handbook" (WATCH) available for review at the City of Sacramento, Department of Public Works, Traffic Engineering Division, located at 1023 J Street in Sacramento.

The Contractor shall prepare and submit to the Engineer for review and approval a drawing showing the placement of traffic control signs and other measures proposed to be used for safe and orderly movement of vehicles and pedestrians within and through the construction work area. The traffic control plan shall be submitted a minimum of ten (10) calendar days prior to the start of work. The Contractor will not be allowed to begin work until an approved traffic control plan is on file with the Engineer.

Along Orchard Lane one lane of traffic shall be maintained in each direction between the hours of 7:00 AM and 8:30 AM and between 4:30 PM and 6:00 PM. During other working hours the Contractor shall maintain a minimum of one lane of traffic. Flaggers shall be used when necessary.

The entire roadway width of all streets within the limits of the project shall be kept open for traffic at night, during weekends, on holidays, and during other time periods when work is not in progress. Steel plates or other approved methods shall be used to cover all open excavations in roadways during non-working hours.

No compensation will be paid to the Contractor for maintenance of traffic and public safety. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

D. Emergency and Private Access

Vehicle and pedestrian access to driveways, houses, and commercial businesses along the streets, alleys, and easements within the limits of the project shall be maintained. Access

for emergency vehicles shall be available along all streets within the construction area at all times.

The Contractor shall so conduct his operations so as to offer the least possible obstruction and inconvenience to the general public and abutting property owners. The Contractor shall not have under construction at any one time a length or quantity of work greater than can be properly and promptly completed with due regard to the rights of the public.

The Contractor shall provide access to all driveways or alleys at all times except when excavation is in progress, when forms are in place, or when concrete or asphalt is being placed. 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.

No compensation will be paid to the Contractor for providing emergency and private access. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

E. Protection of Existing Improvements

Existing improvements, utility and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, fences, walls and other improvements including existing pavements, sidewalks, street improvements and underground utilities and other improvements not to be removed under this contract shall be protected from damage by the Contractor throughout the construction period.

All painted or other disfiguring markings on the pavement, sidewalk or gutters shall be removed by the Contractor before acceptance of the work.

The Contractor shall be liable for costs or repairing damage to existing improvements.

No compensation will be paid to the Contractor for protection of existing improvements. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

PUBLIC CONVENIENCE

A. Notification to Property Owners

The Contractor shall be responsible for notifying all property owners adjacent to the work at least forty-eight (48) hours prior to commencing any work in front of said property.



B. Removal of On-Street Parking

The Contractor's operations may require the prohibition of on-street parking of vehicles for a limited period of time. In such instances the removal of on-street vehicle parking shall be in accordance with the following:

1. Seventy-two (72) hours prior to construction, the Contractor shall place signed barricades stating "NO PARKING - (specific times and dates) - TOW AWAY" or "NO PARKING - (specific times and dates) - THIS BLOCK", at 50 to 60 foot intervals along the construction work area.
2. The "NO PARKING" signs shall be approved by the Engineer prior to their being used.
3. Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place.

Failure to comply with this section will prevent the City from towing away of vehicles parked within the proposed work area.

No compensation will be paid to the Contractor for removal of on-street parking. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

C. Dust Control

The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust.

The Contractor shall keep all streets and alleys as well as all grounds adjacent to the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

No compensation will be paid to the Contractor for dust control. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

## OTHER CONSTRUCTION REQUIREMENTS

### A. SWALLOWS NEST DEVELOPMENT

When construction occurs within the Swallows Nest Development, the Contractor shall:

1. Notify the Swallows Nest Operations Manager, Mr. Dale Anderson, at (916) 927-6481, 72 hours in advance of beginning work.
2. Carefully cut out sod when trenching in the golf course area. Sod shall be kept moist and protected until replaced in its original position. If all or part of the existing sod is unsuitable for replacement, new sod of the same kind as the original shall be placed.
3. Protect the irrigation system within the golf course area. Any damage to the irrigation system shall be repaired on the same day damage occurs.
4. Replace landscaping plants destroyed or damaged during construction activities with the original kind, quality and quantity as existed prior to construction.
5. Restore any areas or facilities disturbed or damaged during construction to original condition including but not limited to fencing, golf appurtenances, landscaping and irrigation. Damaged materials unsuitable for reuse shall be replaced with new materials of the same quality and quantity at the Contractor's expense. Repairs shall be subject to the approval of the Engineer. The contract shall not be considered complete until such approval has been granted.

No compensation will be paid to the Contractor for maintaining, replacing, protecting and restoring Swallows Nest to original condition. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

### B. Trench Excavation and Backfill

Trench excavation and backfill shall conform to the provisions of Section 27-3 and 27-11 of the City Standard Specifications except as modified by these Special Provisions.

Water mains constructed within the Swallows Nest Development shall be installed with a minimum depth of cover of thirty-six inches (36") to maximum depth of forty-two inches (42") measured from the top of the pipe to existing ground.

Within the Swallows Nest Development trench backfill shall be earth material and may consist of material excavated from the trench conforming to Section 27-11 of the City Standard Specifications. Trench backfill shall be placed and compacted above the sand

bedding and initial backfill to within eight (8) inches of the top of the trench. The top eight inches (8") of backfill in trenches excavated in this area shall be replaced with topsoil similar to that removed and with sod or landscape planting as appropriate.

No compensation will be paid to the Contractor for trench excavation and backfill. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

C. Pavement Cutting and Restoration

Pavement cutting and restoration shall conform to the provisions of Sections 10-7, 22, 26-8 and 27-12 of the City Standard Specifications, these Special Provisions and the Street Trench Detail of the Plans.

Existing pavement to be removed shall be saw cut to a minimum depth of four (4) inches to provide a neat straight pavement break along both sides of the pipe trench. The saw cut line shall be six (6) inches outside the edge of the excavation. The Contractor, at his/her option, may perform the pavement saw cutting operation after the pipe installation operation, just prior to pavement repair. No pavement cutting shall precede trenching by more than five (5) calendar days except when saw cutting is used. Where the initial pavement cut is not performed by saw cutting and takes place more than one (1) calendar day before trench excavation, the Contractor shall fill the pavement cuts with asphalt concrete patching mix and maintain a smooth riding surface until trenching begins.

When the edge of the trench is within one (1) feet of existing curb, gutter or pavement edge, the asphaltic concrete pavement between the trench and the curb, gutter or pavement edge shall be removed. Whenever a portion of an existing concrete sidewalk or curb is broken, the entire square or curb shall be replaced or a new square or curb made by saw cutting and replacing the damaged area.

Upon completion of trench backfill, existing pavement as well as any curbs, gutters and sidewalks that have been cut or damaged as a result of the construction activities shall be replaced. The replacement of pavement, curb, gutter or other improvements shall match that of the original as close as practical unless otherwise indicated on the Plans. Segments of saw cut pavement which were damaged during construction shall be re-saw cut to a neat straight line. The minimum pavement section within public street right-of-way shall consist of four (4) inches of asphalt concrete (Type B, medium) over twelve (32) inches of Class 2 aggregate base.

All pavement debris and other excavated material not destined to be used for backfill shall be removed and disposed of outside the limits of the project.

No compensation will be paid to the Contractor for pavement cutting and restoration. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

**D. Disinfection and Pressure Testing of Water Mains**

Disinfection and pressure testing of water mains, related valves and fittings, as well as flushing of the water main, shall conform to Sections 27-14, 27-15 and 38 of the Standard Specifications and these Special Provisions.

All pressure and disinfection testing shall be made in the presence of the Engineer.

The Contractor shall furnish hoses, pumps, pressure gages, leakage measuring devices, connections, relief valves, temporary pressure heads, temporary sampling devices, other necessary apparatus and personnel required for making the tests.

The pressure gauge shall register pressure in pounds per square inch gage (psig). The range of the gage shall be from 0 psig to  $[1.5 \times \text{test pressure}] + 50.0$  psig. The gauge readings shall have 5 psig incremental tick marks. The gauge shall be calibrated within 45 days of the hydrostatic test and the calibration tag shall be affixed to the gauge.

Before testing and filling water mains, the Contractor shall:

1. Remove any and all residual water from the entire water main to be tested.
2. Make accommodations to allow all air within the water main to escape during filling of the pipe.
3. Furnish and temporarily install a double check valve assembly at a single supply connection for filling and testing purposes. The double check valve assembly hook-up to the City's water supply must be approved by City Water Distribution personnel prior to supplying water.

After disinfection of the system and prior to connection to the existing system, chlorinated water shall be disposed of such that water does not flood, inundate or damage property. Wasted chlorinated water discharged to the storm drainage system shall be neutralized to a chlorine residual of zero. A suggested, but not mandated, method of achieving a zero chlorine residual is to add sodium metabisulfite at a ratio of 1.4 parts sodium metabisulfite to 1 part chlorine. The sodium metabisulfite shall conform to AWWA Standard B601.

Prior to disposal of chlorinated water, the City will take samples, the cost of which will be borne by the City, and test for chlorine residual at locations along the pipeline determined by the Engineer. If the test results indicate that the discharge water is not chlorine free, the Contractor shall re-neutralize until test results indicate a zero chlorine residual. The cost for re-testing chlorine residual after initially failing to meet the requirements shall be borne by the Contractor.

No compensation will be paid to the Contractor for disinfection or pressure testing of water mains. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

E. Water Main Shutdowns and Connections

After successful completion of hydrostatic pressure testing and disinfection, the Contractor shall connect the new water mains to the existing water system at the locations indicated on the Plans. All water main shutdowns and connections of new water mains to existing water mains shall be scheduled with the Engineer. The Contractor shall give the Engineer at least seventy-two (72) hours advance notification to coordinate and schedule such work. The Contractor shall request this service after complete preparation, satisfactory to the Engineer, is made to minimize the length of time for any water system shutdown.

**Without exception, all opening and closing of the valves on existing water mains will be performed by City crews only.**

Where indicated in the Plans, the Contractor shall cut existing pipe, remove existing plugs or bulkheads, clean pipe ends, prepare connections and make the new connection to existing water mains.

Water released from cutting or opening existing mains shall be removed and disposed of by the Contractor. The excavation shall be kept dry until all necessary work within the work area has been performed.

The cost of such work shall be included in the bid item for connection to the existing distribution system.

F. Dewatering

The Contractor shall be responsible for draining, pumping, and disposal of all water from the existing water mains affected by the project as well as all water used in flushing, pressure testing, and disinfecting the new and/or replacement water mains.

A determination of groundwater level has not been made for this project. The Contractor shall be responsible for the control, removal, and disposal of any groundwater that may be encountered in the course of excavating and backfilling trenches, placing pipe, or constructing any other improvements associated with the project.

No compensation will be paid to the Contractor for dewatering. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

ITEMS OF THE PROPOSAL

Item No. 1 - Preconstruction Photographs

This item shall conform to Section 11 of the Standard Specifications.

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

Item No. 2 - 12" Diameter Water Main to Place

This item shall consist of furnishing and placing water main pipe and fittings at the locations and alignments shown on the Plans and to the details given. This item includes removing tree stumps and plugging and abandoning existing water main pipes.

The 12" diameter water main and its placement, along with the all necessary fittings and appurtenances shall meet the applicable requirements of Sections 10, 27, and 38 of the City Standard Specifications and these Special Provisions.

Payment shall be at the contract unit price bid per linear foot of 12" diameter water main pipe 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 including clearing, pavement cutting and removal, trenching, furnishing and placing pipe, backfilling, pressure testing, disinfecting, and repaving or other surface restoration.

Items No. 3, 4 and 5 - 8", 10" and 12" Diameter Gate Valves to Place

These items shall consist of furnishing and installing gate valves including gate valve boxes at the locations indicated on the Plans in conformance with the applicable requirements of Sections 10, 27, and 38 of the City Standard Specifications and these Special Provisions.

The gate valve for the placement of the double pumper fire hydrant shall be paid for as a part of that item. All other gate valves shall be paid for as a part of Items 3, 4 or 5 as appropriate.

Payment shall be at the contract unit price bid for each gate valve 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. 6 - Double Pumper Fire Hydrant to Place

A double pumper fire hydrant shall be placed in the location shown on the plans and shall conform to Sections 10 and 27 of the Standard Specifications.

The fire hydrant tee, lead, and gate valve shall be paid for as a part of this item.

Payment shall be at the contract unit price bid for each double pumper fire hydrant 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. 7 - 1" Air Release and Vacuum Breaker Valve to Place

This item shall consist of furnishing and installing an air release and vacuum breaker valve at the location indicated on the Plans.

The air release and vacuum breaker valve and its installation shall conform to the applicable requirements of Sections 10, 27 and 38 of the City Standard Specifications.

Payment shall be at the contract unit price bid for each 1" air release and vacuum breaker 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. 8 - 4" Blow-Off Valve to Place

This item shall consist of furnishing and installing a 4" blow-off valve at the location indicated on the Plans.

The blow-off valves and their installation shall conform to the applicable requirements of Sections 10, 27 and 38 of the City Standard Specifications.

Payment shall be at the contract unit price bid for each 4" blow-off valve 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. 9 - 8" Reduced Pressure Backflow Prevention Assembly to Install

The 8" reduced pressure backflow prevention assembly shall be installed in accordance with the Drawing No. 1 in the Appendix of these Special Provisions and the applicable portions of Section 27-9 of the City Standard Specifications.

The City of Sacramento, Department of Utilities will supply the Contractor with the 8" reduced pressure backflow prevention assembly. The Contractor shall notify the Engineer and Mr. Don Powell of the Department of Utilities at 433-6229 five (5) working days in advance of installation to make arrangements for picking up the assembly at the City Corporation Yard located at 5730 24th Street, Building 7 in Sacramento.

All excavation for installation of the assembly shall be performed by hand. A suitable covering shall be placed over the drainage channel adjacent to the installation site for protection against debris, dirt and other deleterious material entering the channel stream.

Testing of the reduced pressure backflow prevention assembly will be performed by the Department of Utilities once installation of the assembly and connection to the water distribution system is complete.

Installation of the assembly including 8" pipe, reducers, concrete pad, supports and any other appurtenances required to complete this item in place shall be paid for as a part of this item.

Payment shall be at the contract lump sum price bid for each 8" reduced pressure backflow prevention assembly installed 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. 10 - Zinc Alloy Cap Nuts to Place

All bolted metallic fittings placed underground shall be protected with zinc alloy cap nuts firmly attached to the stem of the bolts where they extend beyond the securing nut. The cap nut shall be formed from an alloy of zinc meeting ASTM 1B418-80, Type 1 and the U.S. Navy Specification MIL 18001J. The alloy shall be such that it does not allow surface film build-up that creates passivity.

The quantity of zinc alloy caps per each end of a fitting shall be as follows:

Fitting Size	No. of Alloy Caps
2" - 4"	2
6" - 8"	6
10" - 24"	8

Fittings located above ground do not require zinc alloy cap nuts.

Payment shall be at the contract unit price bid for each zinc alloy cap nut 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. 11 - Connection to Existing Water Distribution System

This item shall consist of making all the connections of the existing water distribution system to the new water distribution main at the locations indicated on the Plans. The connections shall include disinfection as well as furnishing and installing all required pipe, fittings and gate valves as shown on the Plans and as specified in these Special Provisions.

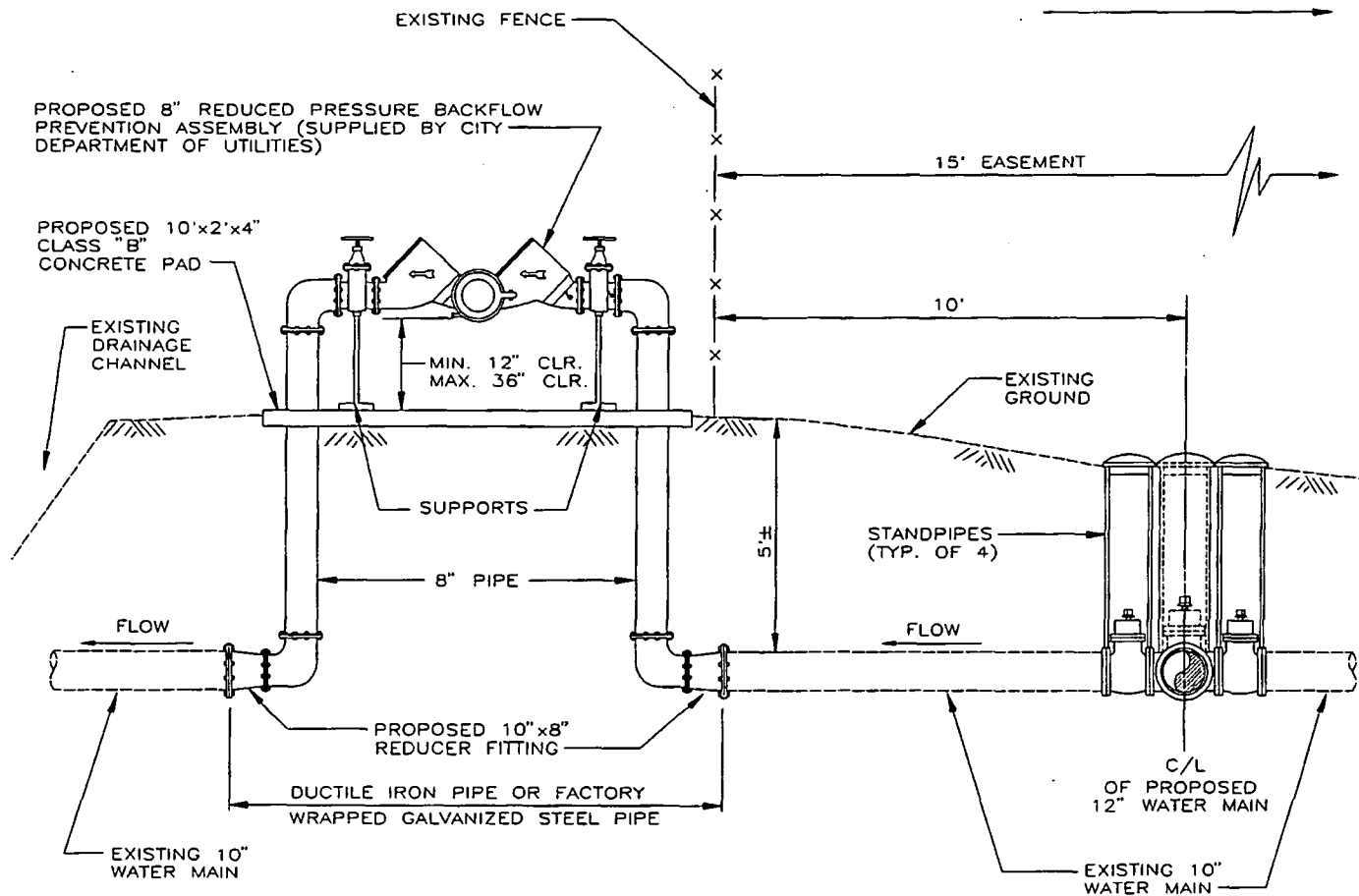
Payment shall be at the contract lump sum price bid for connection to existing water distribution system and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item.



## **APPENDIX**

Detail Drawing No. 1 - 8" Reduced Pressure Backflow Prevention Assembly

# **SWALLOWS NEST DEVELOPMENT**



## **ELEVATION**

SCALE: 1" = 4'

## **CITY OF SACRAMENTO**

DEPARTMENT OF UTILITIES

DETAIL DRAWING NO. 1

## **8" REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY**

DRAWN BY: C. YEE		CHECKED BY: C. MCGAHAN	
DESIGNED BY: C. MCGAHAN		APPROVED BY: _____	
COST CENTER NO. 3824	SCALE: AS SHOWN	SECTION NO. 10N	
DATE: 6-2-94	DWG. NO. SWALLOW3	SHEET 1 OF 1	