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# CITY OF SACRAMENTO

## DEPARTMENT OF ENGINEERING

915 I STREET  
CITY HALL ROOM 207

SACRAMENTO, CALIFORNIA 95814  
TELEPHONE (916) 449-5281

September 13, 1982

J.F. VAROZZA  
CITY ENGINEER

M.H. JOHNSON  
ASSISTANT CITY ENGINEER

City Council  
Sacramento, California

Honorable Members in Session:

**SUBJECT:** Approval of Plans and Specifications for the Valine Court  
Sewer Reconstruction

SUMMARY:

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

BACKGROUND:

A dip in the subject sewer line that has acted as a trap has caused repeated maintenance service to keep the line free. The subject project will eliminate the necessity for the frequent maintenance and the cost of reconstruction will be recovered within one year through reduced maintenance costs. The Budget and Finance Committee approved staff's recommendation at their September 21, 1982.

FINANCIAL:

The subject project is not budgeted at the present time. The current estimated construction cost is \$11,050.00. It is proposed that monies from the Sewer Fund be utilized for the subject project with the final budgetary recommendation to be made upon receipt of bids.

RECOMMENDATION:

It is recommended that the plans and specifications be approved and that bids be received on October 12, 1982.

Respectfully submitted,

*J.F. Varozza*  
J. F. VAROZZA  
City Engineer

Recommendation Approved:

*Walter J. Slupe*  
Walter J. Slupe, City Manager

14-B-010-30-0

**APPROVED**  
BY THE CITY COUNCIL

SEP 21 1982

OFFICE OF THE  
CITY CLERK

September 21, 1982  
District No. 8

9/21/82 #9

VALINE COURT SEWER RECONSTRUCTION  
(43RD AVENUE SEWER RELIEF)  
C.C. 8731

Sacramento,  
California

**APPROVED**  
BY THE CITY COUNCIL

SEP 21 1982

OFFICE OF THE  
CITY CLERK

Bids to be received: October 12, 1982

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Room 203, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:30 a.m. on October 12, 1982 and opened at 10:30 a.m., or as soon thereafter as business allows, in the Council Chambers, City Hall for construction of:

VALINE COURT SEWER RECONSTRUCTION  
(43RD AVENUE SEWER RELIEF)

as set forth in the Construction Documents adopted September 21, 1982 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 without charge to prospective bidders and enclosed in an envelope marked: "Sealed Proposal for the

VALINE COURT SEWER RECONSTRUCTION  
(43RD AVENUE SEWER RELIEF)

Copies of the Sealed Proposal Forms and accompanying documents are available at the office of the City Clerk, 915 I Street, Room 203, Sacramento, CA 95814.

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.

Each bid must be accompanied by security consisting only of cash, California Bank Cashier's Check, certified check, California Bank Money Order, or bid bond made payable to the order of the City Director of Finance in the sum of ten percent (10%) of the sum of the proposal.

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

LORRAINE MAGANA  
CITY CLERK

**SEALED PROPOSAL**  
**(MUST BE SIGNED BY BIDDER)**

Sealed Proposals will be received not later than 10:30 a.m. on Oct. 12, 1982 at the office of the City Clerk, Room 203, City Hall, Sacramento, California and opened at 10:30 a.m., or as soon thereafter as business allows, on Oct. 12, 1982 in the Council Chambers, City Hall, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

**VALINE COURT SEWER RECONSTRUCTION**  
**(43RD AVENUE SEWER RELIEF)**  
**C.C. 8731**

in the City and County of Sacramento, California.

The work is to be done in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 81-042) and Special Provisions all as on file in the office of the City Clerk, at the following Unit Bid Price.

Item No.	Item	Est. Quantity	Unit	Unit Price	Total
1.	6" Sewer Pipe to Place	285	L.F.	\$ _____	\$ _____
2.	Manhole to Reconstruct	1	Each	\$ _____	\$ _____
3	Saddle Manhole to Construct	1	Each	\$ _____	\$ _____
<b>TOTAL</b>				<b>\$ _____</b>	

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 face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

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

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

It is understood that this bid is based upon completion of the work within a period of sixty (60) calendar days commencing on the day the Contractor begins work.

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 \$15.00 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.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other contract documents, and the undersigned is satisfied with all conditions for performance of the work.

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

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

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

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

- \_\_\_\_\_ CERTIFIED CHECK
- \_\_\_\_\_ MONEY ORDER
- \_\_\_\_\_ CASHIER'S CHECK
- \_\_\_\_\_ CASH
- \_\_\_\_\_ BID BOND

CONTRACTOR

\_\_\_\_\_  
By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

Address \_\_\_\_\_

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

Contractor's License:

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

# SUB-BIDDER FORM

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

Name Sub-Bidder	Street Address of Shop, Mill or Office	Class Of Work	Portion of Work To Be Done	Contractor's License Number

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKMEN'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

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

\_\_\_\_\_  
Bidder

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

PLEASE READ CAREFULLY BEFORE SIGNING

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your 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

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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 as of \_\_\_\_\_, 19\_\_\_\_,  
between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter called "City"),  
and \_\_\_\_\_

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(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 Contractors, the completed Proposal Form submitted by Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which 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 place.

### 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:

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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, 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.

#### 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, Contractor shall present to the City Engineer a statement showing the amount of labor and materials incorporated in the work during the preceding month; the City Engineer shall inspect the statement and, if the City Engineer approves the statement, shall issue a certificate for ninety percent (90%) 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 percent (10%) 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 City arising under the Contract Document.

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 or 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 or his sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the work on or before ten (10) calendar 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 fabrication, erection, or installation of the work. Said Notice to Proceed shall be issued following execution of the Agreement 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 Contract Documents on or before \_\_\_\_\_, (\_\_\_\_) calendar days (hereinafter called the "Completion Date") from and after the receipt by Contractor 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 unfaithful 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 proper 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, nor 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 in 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.

Such use or occupation of the work shall not be construed as an acceptance of any portion of the work 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 or 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.

In the event that Contractor shall fail to comply with the conditions of the foregoing guarantee within ten (10) days time, after being notified of the defect in writing, City shall have the right, but shall not be obligated to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing 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 judgment 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 \_\_\_\_\_ (\$ \_\_\_\_\_) 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 or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. 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 to, or destruction of property, whether upon or off the work, including the loss 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, reerections, 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 do 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 cost 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 Finance Director 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 or the insured during the term of this Agreement, without first giving to City thirty (30) 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 Director of Finance 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 require 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 Director of Finance.

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 on the bonds executed pursuant to said provisions. By executing such bonds, the sureties shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in 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, riots, insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assembly, 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 by 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 city-wide failure of public utility service.

Inclement weather shall not be a reason for granting an extension of time. City may, however, grant an extension of time for unavoidable delay as a result of extraordinary inclement weather which shall then be classified Excusable Delay.

The term "Excusable Delay" shall specifically not include: (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts 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 inspections; (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; and, (v) any delay resulting from ordinary inclement weather. 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 SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which Contractor regards as an excusable delay, he shall notify the City Engineer in writing of the probability of such delay and its cause, in order that the City 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 forth Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the work, the City 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 City 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 City Engineer at the time of its occurrence has been an excusable delay.

## 27. EXTENSION OF TIME

Should any delays occur which the City Council 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 City Council may grant an extension of time on the Contract.

## 28. EXTENSION OF TIME DOES NOT WAIVE CITY'S RIGHTS

The granting of any extension of time on account of delays which in the judgment of the City Council are excusable delays shall in no way operate as a waiver on the part of City of its rights under this Contract excepting only the 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.

Contractor waives all claims against City, its officials and employees, for any loss or damage sustained by reason of delays beyond the Completion Date arising out of modifications of this Agreement, including modifications deemed necessary or desirable by City for the correction of errors or omissions in this Agreement, Plans or Specifications, it being expressly understood and agreed that no damages or compensation of any kind shall be paid to Contractor because of such delays.

### 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 the work and to any extension of time made by reason thereof.

### 31. TERMINATION AFTER COMPLETION DATE

In addition to any 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) days as specified in Section 33; and, in the event Contractor's Surety fails to commence work within thirty (30) 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 City 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 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) 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 by 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 sum shall be made to Contractor until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of City forces, 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, actions 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 by 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 forth opposite their names.

CONTRACTOR

DATE: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title

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 Security Agreement. 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.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

---

hereinafter designated as the "Principal", a contract for

; and

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

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

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

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

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

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

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

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
SURETY

By \_\_\_\_\_

APPROVED AS TO FORM:

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

JURAT HERE, PLEASE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

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

hereinafter designated as the "Principal", a contract for

; and

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

NOW, THEREFORE, we the Principal, and

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

DOLLARS

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

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

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



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

Principal \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM:

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

JURAT HERE, PLEASE

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

Chapter 4 of Division 3

THE SHELLEY-MALONEY APPRENTICE LABOR STANDARDS ACT OF 1939

(Note. Boldface type denotes key points.)

3098. 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.

(Amended by Stats. 1974, Ch. 1095.)

Chapter 1 of Division 2  
APPRENTICES ON PUBLIC WORKS

1776. 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 or worker employed by him in connection with the public work. The contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. The body awarding the contract may charge a reasonable fee for copying such records. The body awarding the contract shall be required to retain the records filed pursuant to this section for 90 days after completion of the contract. After a complaint has been filed with the awarding body or the Division of Labor Standards Enforcement alleging that a contractor or subcontractor has paid less than the prevailing wage on a public works project, the contractor or subcontractor shall upon written notice from either the awarding body or the Division of Labor Standards Enforcement within 10 days file with the body awarding the contract a certified copy of the payroll records.

(Amended by Stats. 1976, Ch. 599.)

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 is employed, and shall be employed only at the work of the craft or trade to which he is registered.

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

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him, in performing any of the work under the contract or subcontract, employs workmen 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; provided, however, that the 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. 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 applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of 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 in no case shall the ratio be less than one apprentice for each five journeymen, except as otherwise provided in this section.

The contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in such 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 employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less

than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 ratio as set forth in this section. This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) or 20 working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than two thousand dollars (\$2,000) or fewer than five working days.

"Apprenticeable craft or trade," as used in this section, shall mean 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) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such 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, provided they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him, 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 such 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 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 such 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 such contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of such 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. Such 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 the provisions of Section 3031.

(Amended by Stats. 1976, Ch. 1179.)

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, except as provided in Section 3077, of such employee.

(Amended by Stats. 1976, Ch. 1179.)

1777.7. In the event a licensed contractor willfully fails to comply with the provisions of Section 1777.5, such licensee shall be denied the right to bid on any public works contract for a period of one year from the date the determination of non-compliance is made by the Administrator of Apprenticeship and, notwithstanding the provisions of Section 1727, upon receipt of such a determination the awarding body shall withhold from contract progress payments then due or to become due the sum of five thousand dollars (\$5,000). Any determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the awarding body pursuant to this section shall be released to the contractor upon issuance of an order to that effect by the administrator, or upon completion of the contract.

The interpretation and enforcement of Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1976, Ch. 539.)

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

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area within the following counties: Amador, El Dorado, Nevada, Placer, Sacramento, Sierra, and Yolo.
  - b. "Director" means Director, of GSAP, or any person to whom the Director delegates authority;
  - c. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is signatory under Part I of the GSAP a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of the GSAP. Each Contractor or Subcontractor participating in the GSAP is individually required to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 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 the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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

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

#### GSAP REPORTING REQUIREMENTS

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

<b>U. S. DEPARTMENT OF LABOR</b> Employment Standards Administration, OFCCP	<b>MONTHLY EMPLOYMENT UTILIZATION REPORT</b>	1. COVERED AREA (SMSA OR EA)	3. CURRENT GOALS	4. REPORTING PERIOD
This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.		2. EMPLOYERS I.D. NO.	MINORITY:	FROM:
			FEMALE:	TO:
NAME AND LOCATION OF CONTRACTOR				FEDERAL FUNDING AGENCY

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

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE	12. TELEPHONE NUMBER (Include area code)	13. DATE SIGNED	PAGE
			OF

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

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

- Compliance Agency ..... U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)
- Federal Funding Agency ..... U.S. Government agency funding project (in whole or in part). If more than one agency, list all.
- Contractor ..... Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds.
- Minority ..... Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women.
1. Covered Area ..... Geographic area identified in Notice required under 41 CFR 60-4.2.
2. Employer's Identification Number ..... Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority & Female) ..... See contract Notification.
4. Reporting Period ..... Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
5. Construction Trade ..... Only those construction crafts which contractor employs in the covered area.
6. Work-Hours of Employment (a-e) ..... a. The total number of male hours and the total number of female hours worked by employees in each classification.  
b.-d. 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	Trade	Goal (percent)
Until further notice	All	17.5 to 20.0

**SPECIAL PROVISIONS**

SP 11

SPECIAL PROVISIONS  
FOR  
VALINE COURT SEWER RECONSTRUCTION  
(43RD AVENUE SEWER RELIEF)

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 May 1981, referred to herein as Standard Specifications which shall apply to the work. The General Conditions of the contract shall be governed by Sections 1 through 8 of the Standard Specifications. The Special Provisions shall govern first, followed by the Standard Specifications.

Schedule of Work

Time for Completion and Liquidated Damages

The time limit for the completion of the work is sixty (60) calendar days, and should said work not be completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of fifteen dollars (\$15.00) as liquidated damages and not as a penalty, for each day's delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

Scope of Work

The work to be performed under these Special Provisions consists of construction of a 6" V.C. Pipe Sewer line, reconstruction of an existing manhole, construction of a new saddle manhole and repairing the site to it's preconstruction condition.

Maintenance of Traffic

Traffic must be allowed to traverse all streets at all times.

The Contractor shall furnish, install, and maintain temporary signs, bridges, barricades, flagmen and other facilities to safeguard adequately the general public and the work and to provide for the proper routing of vehicular and pedestrian traffic as directed by the Engineer.

The successful bidder will establish suitable scheduling and control measures with the office of the City Traffic Engineer prior to starting any work. All work shall conform to "Regulations Governing Utility Operations as Related to Traffic Movement on Public Streets" of the office of the City Traffic Engineer. It is suggested that prospective bidders consult the office of the City Traffic Engineer prior to the submission of their bid.

The Contractor shall provide access to all driveways at all times except when forms are in place, or while concrete and A.C. are being placed and shall take precautions not to entrap vehicles on private property during the progress of the work.

No additional payments will be made for "Maintenance of Traffic" and the cost thereof shall be considered to be included in the price bid for such items as the bidder may consider appropriate.

Maintaining Existing Sewerage

The Contractor shall be responsible for maintaining existing sewerage until new sewerage improvements are complete and functioning. No compensation will be paid to the Contractor for maintenance of the existing facilities, and he should include the cost of this work in the items he deems appropriate.

Dewatering

The Contractor shall be responsible for any dewatering necessary to construct the improvements complete in place. No separate payment will be made therefor. All costs should be included in the individual items requiring dewatering.

Permits

A State Encroachment Permit has been granted and is included at the end of these Special Provisions. The Contractor shall comply with the requirements of the State Encroachment Permit and shall include any additional costs in the items he deems appropriate.

Item No. 1 Pipe, 6" " Diameter Sewer Pipe to Place (VCP or PVC)

6" diameter sewer pipe shall conform to one of the following specifications

1. Vitrified Clay Pipe (VCP)

Vitrified clay pipe shall be constructed to the details shown on the Plans and shall conform to the applicable provisions of Section 10, Section 14 and Section 26 of the Standard Specifications.

2. Poly Vinyl Chloride (PVC) Pipe

PVC gravity sewer pipe and fittings shall conform to ASTM D3034 and shall be SDR 35 with Elastomeric - Gasket joints providing a watertight seal. Minimum pipe stiffness at 5% deflection shall be 46 PSI according to ASTM test D2412. Underground installation of PVC gravity sewer pipe shall conform to Section 26 of the City of Sacramento Standard Specifications except that sand shall not be used as a bedding or initial backfill material unless approved by the City Engineer.

Joints - All joints shall be integral wall bell and spigot configuration, factory formed.

Rubber Rings - All rubber rings shall conform to the ASTM Specification F-477.

Particular care shall be taken in bedding preparation and placement of initial backfill to assure 90% relative compaction in the haunch area. If flooding, jetting, or puddling is employed for compaction, care shall be taken to prevent damage and flotation of the pipeline. Erosion of support of the pipe shall be prevented. Pipes at joints are not to be inserted beyond "stop-mark" on spigot end. Pipe shall be set in concrete walls of structures or manholes by means of manhole coupling adaptors or manhole adaptor rings and shall be grouted in place. Minimum depth of cover from the top of pipe to finish grade shall be 3 feet. A minimum of 96 hours after pipe installation and placement and compaction of backfill up to subgrade elevation, but prior to placement of pavement, all pipe shall be cleaned and then mandrelled to measure for obstructions due to deflection, joint offsets or inadequacies. In accordance with the Deflection Table shown below a rigid mandrell with an effective circular cross section having a minimum allowable inside diameter as shown in the Table shall be pulled through the pipe by hand. All obstructions or inadequacies in the pipe shall be corrected at the contractor's expense. The mandrell used shall be the PHOS PVC Sewer Pipe Deflection Gauge or other deflection gauge approved by the City Engineer.

Deflection Table for Deflection Measurements  
for ASTM D3034, DR 35 PVC Sewer Pipe

<u>Size</u>	<u>DR</u>	<u>Base Inside Diameter</u>	<u>Minimum Allowable Inside Diameter (Based on 5% Deflection a Minimum of 96 hours After Placement of Backfill) *</u>
6"	35	5.742"	5.455"

\* If deflection tests should be required after a 6 month period of time, a maximum deflection of 7 1/2% from the Base I.D. will be allowed.

All service connections shall be installed with tee fittings or gasketed tee saddles with stainless steel bands. Solvent welded wye saddles are not approved.

When using movable trench support, care should be exercised not to disturb the pipe location, jointing or its embedment. Removal of any trench protection below the top of the pipe and within 2 1/2 pipe diameters of each side of the pipe shall be prohibited after the pipe embedment has been compacted. Movable trench supports shall only be used in either wide trench construction where supports extend below the top of the pipe or on a shelf above the pipe with the pipe installed in a narrow, vertical wall subditch. Any voids left in the embankment material by support removal shall be carefully filled with granular material which is adequately compacted. Removal of bracing between sheeting shall only be done where backfilling proceeds and bracing is removed in a manner that does not relax trench support. When advancing trench boxes or shield, there shall be no longitudinal pipe movement of disjoints.

In placing pipe below the water table extreme care shall be taken in the selection and placing of embedment and haunching materials to prevent migration into the voids of the embedment or trench soils. In all cases, the trench side support shall remain intact.

Special care should be taken to assure proper grades, since the crossing of the Drain Pipe has minimum clearance. This item shall include the restoration of the project site to preconstruction condition. This shall include but not be limited to lawn, shrubbery and sign replacement, sprinkler system repair, protection of electrical conduits, storm drain pipe and gutter drain lead and sidewalk.

Payment for 6" Diameter Sewer Pipe will be at a price per lineal foot which shall include full compensation for excavation, bedding, backfill, furnishing and laying pipe, protection of existing facilities, restoration of the site to preconstruction condition, and all other work necessary to construct the sewer as shown by the plans.

Item No. 2 Manhole to Reconstruct

Existing manhole shall be reconstructed to grade where shown on the Plans or as directed by the Engineer and shall conform to the applicable provisions of Section 25 of the Standard Specifications.

Reconstruction of the manhole shall consist of replacing the existing outlet 6" V.C.P. with a 6" V.C.P. "Wye", with the lower outlet plugged and the upper outlet open. In addition, a new outlet to the west and reconstruction of the bottom flow line shall be included in this item.

Payment shall be at the contract unit price bid for each manhole to reconstruct and shall constitute full compensation for all work incidental to reconstructing the manholes.

Item No. 3 Manhole, Saddle Type, to Construct

A saddle type manhole shall be constructed where shown on the Plans or as directed by the Engineer and shall conform to Section 25 of the Standard Specifications.

Payment shall be at the contract unit price bid for each manhole, Saddle Type, to construct and shall constitute full compensation for all work incidental to construct the manhole.

PERMIT NO. <b>0382-NUM1257</b>	
DIST. CO. RTE/PM <b>03-Sac-5-18.68</b>	
DATE <b>August 18, 1982</b>	
FEE PAID <b>\$ NA</b>	DEPOSIT <b>\$ ---</b>
BOND AMOUNT <b>\$ ---</b>	
BOND COMPANY <b>---</b>	
BOND NUMBER <b>---</b>	

In compliance with (Check one):

- Your application of May 21, 19 82
- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_, 19 \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_, 19 \_\_\_\_\_
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_, 19 \_\_\_\_\_

TO:

City of Sacramento  
 915 I Street, Room 207  
 Sacramento, CA 95814

PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to: construct 285 linear feet of 6-inch VCP or PVC sewer relief with one new saddle manhole and one manhole to be reconstructed along road 03-Sac-5-18.68.

Work is to be done as shown on attached plans by the City Engineering Department and as follows:

Shoring plans will be required from the Permittee's contractor. Mr. Bill Rigby (445-2820) will furnish available "As Built Plans" upon request.

Pre-job conference is mandatory.

The line goes through a lawn area which has sprinklers. The existing sod shall be removed and kept moist for later replacement.

Dirt shall not be stockpiled on the lawn area.

In addition to fee, the permittee will be billed actual costs for Review  Yes  No;  
 Inspection  Yes  No; Field work  Yes (if any Caltrans effort expended)

The following attachments are also included as part of this permit (Check applicable:)

- a) General Provisions:  Yes
- b) Utility Maintenance Provisions:  Yes  No
- c) Special Provisions:  Yes  No Underground
- d) A Cal-OSHA permit required prior to beginning work:  Yes  No # \_\_\_\_\_

The information in the environmental documentation has been reviewed and considered prior to approval of this permit:  Yes  N.A.

This permit is void unless the work is completed before December 31, 19 82

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

This permit is issued by the undersigned city pursuant to delegation of maintenance of State highways by agreement between the city & State.

APPROVED

**LEO J. TROMBATORE**

District Director

CITY: Sacramento

BY:

*Richard Alexander*  
**Richard Alexander**

District Permit Engineer

cc  
 WGRigby

BY: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION (CALTRANS)  
**GENERAL PROVISIONS TO ENCROACHMENT PERMIT**  
DM-M-P-202B (REV. 2/82)

1. **Authority:** This permit is issued in accordance with Chapter 3 of Division 1, commencing with Section 660, of the Streets and Highways Code.
2. **Revocation:** Except as otherwise provided for public corporations, franchise holders, and utilities, encroachment permits are revocable on five days' notice. These General Provisions, Utility Maintenance Provisions, and this Encroachment Permit issued hereunder are revocable or subject to modification or abrogation at any time, without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights, or reserved right for operating purposes in a grant of highway easement.
3. **Permits for Record Only:** If occupation of highway right of way is under joint use agreement or under prior easement, encroachment permits will be issued to the permittee for the purpose of providing Caltrans with notice and a record of work, and for the terms and conditions relating to public safety. No new or different rights or obligations are intended to be created by the permit in such cases, and all such prior rights shall be fully protected. Encroachment Permits issued in such cases shall have designated across the face thereof "Notice and Record Purposes Only." (District Office of Right of Way must give approval for this designation).
4. **Responsible Party:** No party other than the named permittee or contractor of the permittee is authorized to work under this permit.
5. **Acceptance of Provisions:** It is understood and agreed by the permittee that the doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.
6. **No Precedent Established:** This permit is issued with the understanding that any particular action is not to be considered as establishing any precedent (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within right of way of state highways, or (2) as to any utility, of the acceptability of any such permits as to any other or future situation.
7. **Notice Prior to Starting Work:** Before starting work under the Encroachment Permit, the permittee shall notify the District Director or other designated employee three working days prior to initial start of work. When work has been interrupted, an additional 24-hour notification is required before restarting work. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the Grantor's inspector.
8. **Keep Permit on the Work:** The Encroachment Permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of Caltrans or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.**
9. **Conflicting Permits:** If a prior encroachment conflicts with the proposed work, the new permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at no expense to the State.
10. **Permits From Other Agencies:** The party or parties to whom a permit is issued shall, whenever the same is required by law, secure the written order or consent to any work under a permit from the Public Utilities Commission of the State of California, Cal-OSHA, or any other public agency having jurisdiction and any permit shall not be valid until such order or consent is obtained.
11. **Protection of Traffic:** Adequate provisions shall be made for the protection of the traveling public. The warning signs, lights and other safety devices and other measures required for the public safety, shall conform to the requirements of the Manual of Traffic Controls or any sign manual issued or to be issued by Caltrans and/or the current Caltrans Standard Specifications. Traffic control for day or nighttime lane closures will be in conformance with Caltrans standard plans for Traffic Control System. Nothing in the permit is intended, as to third parties, to impose on permittee any duty, or standard of care, greater than or different than, the duty or standard of care imposed by law.
12. **Minimum Interference With Traffic:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. Permittee is authorized to place properly attired flagmen to stop and warn conventional highway traffic for necessary protection to public safety, but traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the instructions to *Flaggers* pamphlet and/or Manual of Traffic Controls issued by Caltrans.
13. **Storage of Materials:** No construction material shall be stored, nor equipment parked, within ten (10) feet from the edge of pavement or traveled way. Utilities are subject to the provisions of Section 22512 of the Vehicle Code.
14. **Clean Up Right of Way:** Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right of way shall be left in as presentable a condition as existed before work started.
15. **Standards of Construction:** All work performed within the highway shall conform to recognized standards of construction and the current Caltrans Standard Specifications, and any special provisions relating thereto.
16. **Inspection and Approval by Caltrans:** All work shall be subject to inspection and approval by Caltrans. The permittee shall notify Caltrans when the work has been completed.
17. **Actual Cost Billing:** When the permittee is to be billed actual costs (as indicated on the face of the permit), such costs will include salaries, traveling expenses, incidental expenses, and overhead.
18. **Future Moving of Installation:**
  - a) *Installations Requested by Permittee.* If the Encroachment Permit was issued at request of the permittee, it is understood that whenever construction, reconstruction or maintenance work on the highway may require, the installation shall, upon request of the Department, be immediately moved by and at the sole expense of the permittee, except as otherwise provided by law, or by any applicable permit provisions.
  - b) *Utility Moves Ordered by Caltrans.* If the installation made under a permit is being relocated in accordance with Caltrans "Notice to Relocate Utility Facility," the permittee shall have the same and no greater rights as relocated as it enjoyed prior to moving at Caltrans' order.
  - c) *Utility in Freeway.* This section and the other sections of these General Provisions are subject to Article 2.5 of Chapter 3 of Division 1 of the Streets and Highways Code and other applicable law, and in the case of any inconsistency, the said Article 2.5 or other applicable law shall control the removal from or relocation of utility facilities in freeways.
  - d) *Future Moving of Installation.* It is understood by the permittee that whenever construction, reconstruction or maintenance work on the highway may require, the installation provided for herein shall, upon request of Caltrans be moved by the Permittee, the cost of the move to be borne by the party legally responsible therefor.
19. **Responsibility for Damage:** The State of California and all officers and employees thereof, including but not limited to the Director of Transport-

tation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause which might have been prevented by the permittee, those persons employed by the permittee, or persons acting in behalf of the permittee.

The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or damage to property arising out of work permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or at any subsequent time work is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or at any subsequent time work is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2773 of the Civil Code. The permittee waives any and all rights to any type of express or implied indemnity against the State, its officers or employees.

It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee or persons acting in behalf of the permittee.

**20. Bonding:** This permit shall not be effective for any purpose unless and until the permittee files with the Grantor, a surety bond in the form and amount required by said Grantee. A bond is not ordinarily required of any public corporation or publicly or privately owned utility, but will be required of any utility that fails to meet any obligation arising out of the work permitted or done under an Encroachment Permit or fails to maintain its plant work or facilities.

**21. Making Repairs:** In every case the permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the highway which has been excavated or otherwise disturbed by permittee, except where Caltrans elects to make repairs to paving and except where provision to the contrary is made in the written portion of any permit. The permittee shall maintain the surface over facilities placed under any permit for a period of one (1) year after completion of work under the permit. If the highway is not restored as herein provided for, or if Caltrans elects to make repairs, permittee agrees by acceptance of permit to bear the cost thereof.

**22. Care of Drainage:** If the work contemplated in any Encroachment Permit shall interfere with the established drainage, ample provision shall be made by the permittee to provide for it as may be directed by Caltrans.

**23. Submit Plans:** For installation of all underground facilities, and all surface work or consequence, the permittee shall furnish a plan showing location and construction details with its application. Upon completion of the work, as-built plans of sufficient accuracy shall be submitted to the District to determine location of the facility.

**24. Maintenance:** The permittee agrees, by acceptance of a permit, to maintain properly any encroachment placed by it in the highway and in inspecting for and preventing any injury to any portion of the highway

resulting from the encroachment.

**25. Cost of Work:** Unless otherwise stated on the permit or separate written agreement, all costs incurred for work within the State right of way pursuant to this Encroachment Permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the State for such work.

**26. Federal Civil Rights Requirements**

**For Public Accommodation:** (A) The permittee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors, (3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the space of the right of way, and (4) that the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R., Part 8), and as said Regulations may be amended.

(B) That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

**27. Archaeological:** The permittee shall cease work in the vicinity of any archaeological resources that are revealed. The Permit Engineer shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the Permit Engineer concerning the continuation of the work.



Department of Transportation (Caltrans)  
**SPECIAL PROVISIONS TO**  
**ENCROACHMENT PERMIT - UNDERGROUND**  
DM-M-P-221 (Rev. 12/80)

**PIPES, CONDUITS, AND UNDERGROUND FACILITIES**

- UG1 Crossing Roadway:** Pipes shall normally be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically allowed by the permit. Service pipes will not be permitted inside of culverts used as drainage structures.
- UG2 Highway Structures:** The permittee will pay for any damage to highway structures caused by gas mains or other pipe lines carrying flammables. This includes, but is not limited to, explosion or fire resulting from such installation regardless of causation. If repairs are not feasible, complete replacement of the structure may be necessary. The permittee will indemnify and hold the State harmless from any and all claims for injury to person or damage to property resulting from such installation.
- UG3 Limit of Excavation:** No excavation is to be made closer than ten (10) feet from the edge of the pavement except as may be specified in the permit.
- UG4 Tunneling:** Except in effecting emergency repairs on utilities, no tunneling will be permitted, except on major installations as may be specifically set forth by the permit.
- UG5 Underground Facilities:** Shall be in accordance with Caltrans' "Policy on high and low risk underground facilities within highway rights of way." Facilities other than high or low risk must have a minimum of 30 inches of cover.
- UG6 Backfilling:** Except as otherwise authorized on the permit, all backfilling shall conform to applicable sections of the current Caltrans' Standard Specifications pertaining to the backfilling of structures. Any required compaction tests will be paid for by the permittee and the report furnished to Caltrans.
- UG7 Roadway Surfacing and Base Material:** Surfacing and base material and thicknesses thereof shall be as specified in the permit.
- UG8 Damage to Tree Roots:** No tree roots over two (2) inches in diameter shall be cut when trenching or other underground work is necessary adjacent to roadside trees. The roots that are two inches or more in diameter shall be carefully tunneled under and wrapped in burlap and kept moist until the trench is refilled. Trenching machines may not be used under trees if the trunk or limbs will be damaged by their use.

If the trees involved are close together and of such size that it is impractical to protect all roots over two inches in diameter, special arrangements may be made whereby pruning of the tree tops to balance

the root loss can be done by the permittee under the close supervision of the District Landscape Specialist or District Tree Maintenance Supervisor. Manholes shall not be installed within 20 feet of any tree trunk.

**UG9 Pipes Along Roadway:** Pipes and conduits paralleling the pavement shall be located outside of pavement, as specified in the permit.

**UG10 Borrow and Waste:** Only such borrow and waste will be permitted within the limits as set forth in this permit.

**UG11 Required Markers:** Except as hereinafter provided in paragraph (c) of this subsection, all underground installations of pipes, cables, and conduits in a highway right of way shall be marked and designated as follows:

a) All New Installations of Underground Crossovers, Except Service Laterals. A timber or other suitable marker shall be installed and maintained by permittee outside the ditch line at locations suitable to the District Director where no curbs exist, which marker shall extend 30 inches above the roadway surface and have stenciled thereon the nature of the underground obstruction and the name or identifying symbol of the permittee. Where curbs exist, the crossover shall be identified by description and name of owner stenciled on curb in black letters on white background in a compact and legible manner.

b) All New Longitudinal Installations of Underground Pipes, Cables or Conduits. Where no curbs exist, timber or other suitable markers shall be placed adjacent to the conduit or offset to such distance as may be specified and at intervals not in excess of 1,000 feet, at each angle point, or where nonconcentric with the highway improvement, at least every 300 feet. Where the encroachment is located in the traveled way, timber or other suitable markers shall be placed at an offset outside the ditch line at locations suitable to the District Director with an offset distance given. Where curbs exist, the information shall be stenciled on the curb near each intersection.

c) Markers should be placed so as not to interfere with vehicle recovery areas.

d) Exceptions. In counties and incorporated cities where the permittee has filed a map or maps with the County Surveyor, City Engineer, District Director of Caltrans showing the ownership and description of the underground facilities mentioned in subsections (a) and (b) above in accordance with ordinances, other regulations or established practice, it will not be necessary to mark or designate said facilities as required above.

**UG12 Cathodic Protection:** The Permittee shall perform stray current interference tests on underground utilities under cathodic protection. The permittee shall notify Caltrans prior to the tests and perform any necessary corrective measures recommended by Caltrans.

Department of Transportation (Caltrans)  
**SPECIAL PROVISIONS TO**  
**ENCROACHMENT PERMIT - UNDERGROUND**  
DM-M-P-221 (Rev. 12/80)

**PIPES, CONDUITS, AND UNDERGROUND FACILITIES**

- UG1 Crossing Roadway:** Pipes shall normally be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically allowed by the permit. Service pipes will not be permitted inside of culverts used as drainage structures.
- UG2 Highway Structures:** The permittee will pay for any damage to highway structures caused by gas mains or other pipe lines carrying flammables. This includes, but is not limited to, explosion or fire resulting from such installation regardless of causation. If repairs are not feasible, complete replacement of the structure may be necessary. The permittee will indemnify and hold the State harmless from any and all claims for injury to person or damage to property resulting from such installation.
- UG3 Limit of Excavation:** No excavation is to be made closer than ten (10) feet from the edge of the pavement except as may be specified in the permit.
- UG4 Tunneling:** Except in effecting emergency repairs on utilities, no tunneling will be permitted, except on major installations as may be specifically set forth by the permit.
- UG5 Underground Facilities:** Shall be in accordance with Caltrans' "Policy on high and low risk underground facilities within highway rights of way." Facilities other than high or low risk must have a minimum of 30 inches of cover.
- UG6 Backfilling:** Except as otherwise authorized on the permit, all backfilling shall conform to applicable sections of the current Caltrans' Standard Specifications pertaining to the backfilling of structures. Any required compaction tests will be paid for by the permittee and the report furnished to Caltrans.
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