



10.5

**DEPARTMENT OF  
PUBLIC WORKS**

OFFICE OF THE DIRECTOR

City Council  
Sacramento, California

Honorable Members in Session:

**CITY OF SACRAMENTO  
CALIFORNIA**

October 5, 1992

CITY HALL  
ROOM 207  
915 I STREET  
SACRAMENTO, CA  
95814-2673

916-264-7110

ADMINISTRATION  
916-264-7100

FAX 916-264-5573

**SUBJECT: LONGSHORE COURT SEWER ASSESSMENT DISTRICT NO. 92-02, PUBLIC  
HEARING**

**LOCATION AND COUNCIL DISTRICT**

The Longshore Court Sewer Assessment District is located just south of Bell Avenue in Council District No. 2. The district will include property on Fell Avenue, Youngs Avenue and Longshore Court. (please see attached Exhibit "A").

**SUMMARY**

On August 25, 1992, City Council adopted Resolution No. 92-629 setting the time and place for determining public convenience and necessity for the proposed Longshore Court Sewer Assessment District No. 92-02. Notices of the hearing date and time were mailed to the affected property owners on August 31, 1991.

It is requested that the City Council hold the public hearing and adopt the attached resolutions, which approve the amended Engineer's Report, levy the assessments, and initiate the 30-day cash collection period.

**STAFF RECOMMENDATION**

It is recommended that City Council consider the following items:

1. Resolution overruling protests.
2. Resolution finding and determining that the public convenience and necessity require construction of the improvements.
3. Amended Engineer's Report (may be obtained for review in the City Clerk's Office).
4. Resolution approving amended report and assessment and ordering improvements (initiation of 30-day collection period).

**BACKGROUND INFORMATION**

The Longshore Court Sewer Assessment District is being initiated at the request of homeowners within the proposed benefit area. Each of the 24 residences in the neighborhood are currently served by individual septic tank systems.

In November of 1991, the City began receiving calls from homeowners indicating they were experiencing maintenance problems with their septic tanks. In one case a system was failing on a weekly basis which was resulting in extensive pumping costs.

The Utility Department and the Department of Public Works have reviewed this situation both in the field and by examining the original County building records. Concern exists that many of the original septic tanks have reached or exceeded their service life span. Additionally, marginal soil conditions and the high ground water table in the area appear to be compounding the problem. It is predicted that additional septic tank failures will occur on a more frequent basis in the future.

In the past few months, City staff, in cooperation with Councilmember Ferris' office, have developed this assessment district proposal which will extend sanitary sewer improvements to the properties that are currently experiencing the septic tank problems. Two neighborhood meetings have been held and a survey was mailed to each of the property owners. The survey results indicate that the majority of property owners in the area are in favor of the assessment district proposal.

The district will include 22 single-family lots and four large residential lots. The assessment for a typical lot on Longshore Court is \$4,695. Based on a 15 year assessment, the annual cost is estimated at \$587.

On September 30, 1992, bids were received from 11 contractors. The low bid of \$99,875 was submitted by Western Engineering Contractors.

We have been informed by the City Clerk that as of October 5, 1992, no protests were received.

#### FINANCIAL CONSIDERATIONS

The project will be financed by property owners within the district. The total amount to be assessed to property owners is \$171,948 and is itemized as follows:

Estimated Construction Cost	\$ 99,875
Contingency	7,707
Engineering & Project Management	24,673
District Formation and Administration	16,458
Share of Bell Avenue Trunk Line	<u>14,092</u>
Project Cost	162,805
Less City Contributions	<4,613>
Reserve Account	<u>8,597</u>
Total Expenditures	166,789
Bond Discount	<u>5,159</u>
Amount Assessed to Property Owners	\$ 171,948

The above expenditures are detailed in the Engineer's Report on file with the City Clerk. Final budgeting recommendations will be made at the time of contract award.

Financial Assistance Program

In addition to the assessment district costs for public improvements, the property owners will incur a private hook-up cost and a cost to abandon their existing septic tank. The cost per household is estimated at approximately \$3,400 and is expected to vary from house to house. The Sacramento Housing and Redevelopment Agency (SHRA) has developed a financial assistance plan for those homeowners who would have difficulty in affording the private hook-up costs.

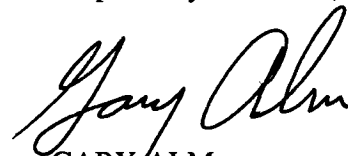
**POLICY CONSIDERATIONS**

The procedures under which this district is being formed are set forth in the California Streets and Highways Code, specifically Division 12 entitled "*Municipal Improvement Act of 1913*" and Division 10 entitled, "*Improvement Bond Act of 1915.*"

**MBE/WBE**

Plans and specifications were sent to 19 plan rooms and construction services organizations for publication and use by the construction industry of Northern California. There are 4 organizations on the distribution list that are directly involved with the MBE/WBE contractors. There were 36 plan holders for the project, including one certified MBE contractor. One MBE bid was submitted. The low bidder was not a MBE/WBE contractor.

Respectfully submitted,



GARY ALM  
Supervising Engineer

Recommendation Approved:



WALTER J. SLUPE  
City Manager

Approved:



JOHN E. MEDINA  
Director of Public Works



DONALD DODGE  
Director of Utilities

Contact for More Information:  
Karen Shipley, Special Districts Analyst  
264-5236

FOR COUNCIL MEETING OF:  
October 20, 1992

MEMORANDUM OF PROCEEDINGS TO BE CONSIDERED BY THE CITY COUNCIL  
OF THE CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA, ON  
TUESDAY, OCTOBER 20, 1992, IN CONNECTION WITH  
LONGSHORE COURT SEWER ASSESSMENT DISTRICT NO. 92-02

Initial proceedings were taken on August 25, 1992, at which time the City Council approved the Resolution of Intent to Reimburse Expenditures, the Boundary Map, Legal Services Agreement, Resolution of Intention; filed the Engineer's Report; accepted the report and set the hearing on the public convenience and necessity and the hearing on the Resolution of Intention and the Engineer's Report for October 20, 1992; and approved the Resolution Calling for Construction Bids. Construction bids were received on September 30, 1992.

The following certificates and affidavits of publication are on file with the City Clerk:

- a. Affidavit of Publication of Notice of Improvement;
  - b. Affidavit of Publication of Notice Inviting Sealed Bids;
  - c. Certificate of Mailing Notice of Improvement;
  - d. Certificate of Posting Notice of Improvement;
  - e. Certificate of Posting Notice of Improvement at Chamber Door; and
  - f.. Certificate of Filing Boundary Map.
- 
- 1. OPEN PUBLIC HEARINGS. This is the time set for the public hearing on the public convenience and necessity and the public hearing on the Resolution of Intention and the Engineer's Report
  - 2. CLOSE PUBLIC HEARINGS. If, at the close of the hearings, the Council wishes to continue, the following items are to be considered:
  - 3. Resolution Overruling Protests. If the Council wishes to overrule protests, this is to be passed. (In the case of a majority protest, a 4/5 vote is required.)
  - 4. Amended Engineer's Report. This is to be filed. Please see additional instructions below.
  - 5. Resolution Finding and Determining that the Public Convenience and Necessity Require the Improvements. This is to be passed by a 4/5 vote.
  - 6. Resolution Approving Amended Report and Assessment and Ordering Improvement. This is to be passed.

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ADDITIONAL INSTRUCTIONS FOR THE CITY CLERK:

- A. Please mark the Amended Engineer's Report filed and confirmed, using October 20, 1992 for both dates. DO NOT COMPLETE ANY OTHER CERTIFICATES AT THIS TIME. Please keep the report in your file of the proceedings.

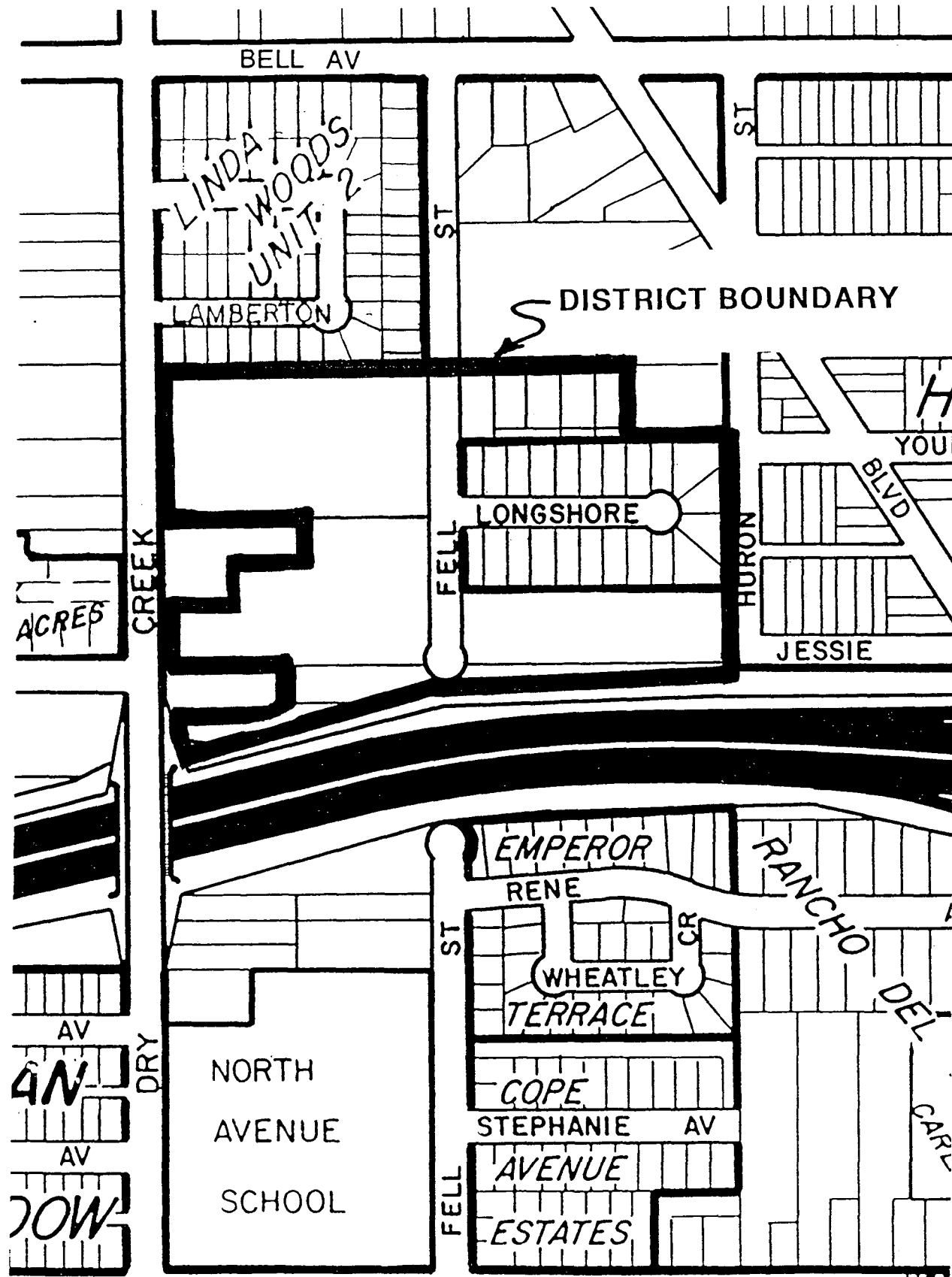
- B. Please provide our office with two certified copies of each resolution adopted.

STURGIS, NESS, BRUNSELL & SPERRY  
a professional corporation

Philip D. Assaf

PDA:be  
Enclosures

# LONGSHORE COURT SEWER ASSESSMENT DISTRICT



**LONGSHORE COURT SEWER ASSESSMENT DISTRICT 92-02 -- STATUS REPORT**

**-- DISTRICT FORMATION SCHEDULE --**

- |                    |  |
|--------------------|--|
| February 20, 1992  | * First Community Meeting                                      |
| March 2, 1992      | * Survey Sent to Property Owners                               |
| March 18, 1992     | * Second Community Meeting                                     |
| May 15, 1992       | * Survey Results Received                                      |
| August 25, 1992    | * Council Adopts Resolution of Intention and Sets Hearing Date |
| August 26, 1992    | * Record Boundary Map with County Recorder                     |
| August 1992        | * Mail, Post, and Publish Notice of Hearing                    |
| September 30, 1992 | * Receive Bids   |
- October 20, 1992    \* Hold Public Hearing**

**\*COUNCIL CONSIDERS RESOLUTIONS TO DETERMINE PUBLIC  
CONVENIENCE AND NECESSITY, OVERRULE PROTESTS AND LEVY  
ASSESSMENTS (4/5) VOTE REQUIRED**
- |                |   |
|----------------|---|
| October, 1992  | * Record Assessment Diagram and Notice of Assessment with County Recorder             |
|                | * Liens Placed on Affected Properties   |
| November, 1992 | * <u>COUNCIL CONSIDERS RESOLUTION AUTHORIZING APPROPRIATION<br/>OF FUNDS</u>          |
| December, 1992 | * <u>COUNCIL CONSIDERS RESOLUTION AUTHORIZING SALE OF BONDS<br/>AWARD OF CONTRACT</u> |
| December, 1992 | * Bond Closing  |
| January, 1993  | * City to Receive Proceeds from Bonds   |
| January, 1993  | * Contractor Notice to Proceed  |
| April 1993     | * Estimated Completion Date for Improvements  |
| November 1993  | * First Assessment Billing included in 1993/94 County Property Tax Bill               |

# RESOLUTION NO. 92-772

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

RESOLUTION OVERRULING PROTESTS

LONGSHORE COURT SEWER ASSESSMENT DISTRICT NO. 92-02

APPROVED  
BY THE CITY COUNCIL

OCT 20 1992

OFFICE OF THE  
CITY CLERK

The City Council of the City of Sacramento resolves:

On October 20, 1992, the City Council opened a public hearing on the resolution of intention and the engineer's report on the proposed improvement in Longshore Court Sewer Assessment District No. 92-02.

At or before the time set for hearing, certain interested persons made protests or objections to the proposed improvement, the extent of the assessment district or the proposed assessment.

The City Council hereby overrules each of these protests, written or oral.

The City Council finds that the protest against the proposed improvement (including all written protests not withdrawn in writing before the conclusion of the protest hearing) is made by the owners of less than one-half of the area of the land to be assessed for the improvement.

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This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 20th day of October, 1992.

\_\_\_\_\_  
Mayor

ATTEST:

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

\_\_\_\_\_  
FOR CITY CLERK USE ONLY

RESOLUTION NO.: \_\_\_\_\_

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



# RESOLUTION NO. 92-773

ADOPTED BY THE SACRAMENTO CITY COUNCIL

APPROVED  
BY THE CITY COUNCIL

OCT 20 1992

ON DATE OF \_\_\_\_\_

OFFICE OF THE  
CITY CLERK

RESOLUTION FINDING AND DETERMINING THAT THE PUBLIC  
CONVENIENCE AND NECESSITY REQUIRE THE CONSTRUCTION OF THE  
IMPROVEMENTS

LONGSHORE COURT SEWER ASSESSMENT DISTRICT NO. 92-02

The City Council of the City of Sacramento resolves:

A public hearing for which notice has been given by publication, posting and mailing, has been held as to the public convenience and necessity of the improvements in Longshore Court Sewer Assessment District No. 92-02, City of Sacramento, Sacramento County, California.

This City Council has heard and considered all the evidence, both oral and written, relative to the public convenience and necessity of the construction of improvements, and finds that the public convenience and necessity require the following improvements proposed to be constructed in Longshore Court Sewer Assessment District No. 92-02:

The construction of a sanitary sewer system complete with all necessary appurtenances along Fell Avenue from a point 660 feet, more or less, south of Bell Avenue, to the southerly terminus of Fell Avenue at Interstate 80; along Youngs Avenue from Fell Avenue to a point 390 feet, more or less, east of Fell Avenue; and along Longshore Court from Fell Avenue to the terminus of the cul-de-sac.

and further determines that the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 shall not apply to these assessment proceedings and that this project shall proceed in accordance with the terms and provisions of the Municipal Improvement Act of 1913.

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: \_\_\_\_\_

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

This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 20th day of October, 1992.

\_\_\_\_\_  
Mayor

ATTEST:

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

\_\_\_\_\_  
FOR CITY CLERK USE ONLY

RESOLUTION NO.: \_\_\_\_\_

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

RESOLUTION NO. 92-774

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

RESOLUTION APPROVING AMENDED REPORT AND ASSESSMENT  
AND ORDERING IMPROVEMENT

LONGSHORE COURT SEWER ASSESSMENT DISTRICT NO. 92-02

The City Council of the City of Sacramento resolves:

This Council has taken a series of actions preliminary to ordering the improvement in Longshore Court Sewer Assessment District No. 92-02, City of Sacramento, Sacramento County, California, and now makes the following findings and orders:

1. The Council adopted a map showing the boundaries of the land benefited by the proposed improvement. A copy of the boundary map was filed in the office of the County Recorder of the County of Sacramento in the Book of Maps of Assessment and Community Facilities Districts.

2. The Council adopted its Resolution of Intention to order the improvement described therein under the Municipal Improvement Act of 1913, and directed the Director of Public Works, as the Engineer of Work for the assessment district, to prepare the report required by Section 10204 of the Streets and Highways Code.

The improvement is generally described as follows:

The construction of a sanitary sewer system complete with all necessary appurtenances along Fell Avenue from a point 660 feet, more or less, south of Bell Avenue, to the southerly terminus of Fell Avenue at Interstate 80; along Youngs Avenue from Fell Avenue to a point 390 feet, more or less, east of Fell Avenue; and along Longshore Court from Fell Avenue to the terminus of the cul-de-sac.

3. The Engineer of Work filed the report as directed, and the City Council called a hearing on the report as required by Section 10301 of the Streets and Highways Code. Notice of the hearing was given by publication, by street posting and by mailing to affected

FOR CITY CLERK USE ONLY

RESOLUTION NO.: \_\_\_\_\_

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

APPROVED  
BY THE CITY COUNCIL

OCT 20 1992

OFFICE OF THE  
CITY CLERK

property owners, all according to the Municipal Improvement Act of 1913. Affidavits of publication, posting and mailing were filed with the City Clerk.

4. At the time and place for which notice was given, the City Council conducted a public hearing and gave every interested person an opportunity to object to the proposed improvement, the extent of the assessment district, or the proposed assessment. Following the hearing, at the direction of the City Council the Engineer of Work filed an amended report.

5. The City Council finds that written protests against the proposed improvement have not been made by owners representing more than one-half of the area of the land to be assessed for the improvement.

6. The documents and events described in paragraphs 1 to 4, inclusive, are stated here in tabular form, with their dates and, where appropriate, their numbers. All documents are now on file with the City Clerk.

<u>Document or Event</u>	<u>Date</u>	<u>Number</u>
a. Resolution approving boundary map	08/25/92	92-626
b. Boundary map filed with County Recorder	08/26/92	
c. Resolution of Intention	08/25/92	92-628
d. Filing of Engineer's Report	08/25/92	
e. Resolution accepting Report	08/25/92	92-630
f. Certificate of Mailing		
Notice of Improvement	08/31/92	
g. Affidavit of publication		
of Notice of Improvement	09/08/92	
h. Certificate of posting		
Notice of Improvement	08/21/92	
i. Public hearing conducted	10/20/92	
j. Filing of Amended Engineer's Report	10/20/92	

7. The City Council approves the Amended Engineer's Report and each component part of it, including each exhibit incorporated by reference in the report.

8. The City Council finds that the Engineer of Work in the Amended Engineer's Report has fairly and properly apportioned the cost of the improvement to each parcel of land in the assessment district in proportion to the estimated benefits to be received by each parcel, respectively, from the improvement. The City Council hereby confirms and levies each individual assessment as stated in the Amended Engineer's Report.

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FOR CITY CLERK USE ONLY

2

RESOLUTION NO.: \_\_\_\_\_

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

9. This City Council orders the improvement described in paragraph 2 and as detailed in the Amended Engineer's Report.

10. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature four (4) years from the second day of September next succeeding twelve (12) months from their date.

11. According to Section 10603 of the Streets and Highways Code, the City Council designates the City Revenue Manager to collect and receive payment of the assessments. The property owners who elect to pay their assessments in cash before the issuance of improvement bonds will not be required to pay their pro rata share of the allowance for special reserve fund and allowance for bond discount.

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\*

This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 20th day of October, 1992.

\_\_\_\_\_  
Mayor

ATTEST:

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

\_\_\_\_\_  
FOR CITY CLERK USE ONLY

3

RESOLUTION NO.: \_\_\_\_\_

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

RECORDING REQUESTED BY:  
VALERIE BURROWES, City Clerk  
City of Sacramento  
915 I Street, Room 304  
Sacramento, CA 95814

AND WHEN RECORDED RETURN TO:  
VALERIE BURROWES, City Clerk  
City of Sacramento  
915 I Street, Room 304  
Sacramento, CA 95814

#### NOTICE OF ASSESSMENT

Pursuant to the requirements of Section 3114 of the Streets and Highways Code of the State of California, the undersigned Clerk of the City of Sacramento, California, hereby gives notice that a Diagram and Assessment were recorded in the office of the Director of Public Works of said City, as provided in said Section, and relating to the following described property:

The lots, pieces or parcels of land as shown on the Assessment Diagram for Longshore Court Sewer Assessment District No. 92-02, City of Sacramento, Sacramento County, California, which was filed for record in the office of the County Recorder of the County of Sacramento on the 21st day of October, 1992, in Book 74 of Maps of Assessment and Community Facilities Districts at Page 6 thereof.

NOTICE IS FURTHER GIVEN that upon the recording of this notice in the office of the County Recorder, the several assessments assessed upon the lots, pieces or parcels of land shall become a lien upon the lots or portions of lots assessed, respectively.

Reference is made to the Assessment Diagram hereinabove referred to and the Assessment Roll recorded in the office of the Director of Public Works of said City of Sacramento on the 21 day of OCTOBER, 1992. Said Assessment Roll recorded in the office of the Director of Public Works is referred to to determine the amount of each assessment levied against each parcel of land shown upon the assessment diagram.

A list of the name or names of the assessed owners as they appear on the latest secured assessment roll, or as known to the City Clerk, is attached hereto and made a part hereof, together with a list of the amount of the assessment levied against each parcel of land.

Dated: October 21, 1992

VALERIE BURROWES, City Clerk  
City of Sacramento,  
Sacramento County, California

By

Valerie A. Burrowes

ASSESSMENT ROLL

CITY OF SACRAMENTO  
Longshore Court Sewer Assessment District No. 92-02

Diagram Number	Assessment Amount	Assessor's Parcel Number	Owner
1	\$ 4,695.21	237-0370-001-	Edith Hays
2	4,695.21	237-0370-002-	Lionel Butler, Jr.
3	4,695.21	237-0370-003-	Carole A. Pelletier
4	4,695.21	237-0370-004-	Alberta Hilbert
5	4,695.21	237-0370-005-	Amador Rodriguez, Jr.
6	4,695.21	237-0370-006-	Clinton and Mary Starks
7	4,695.21	237-0370-007-	William J. & Barbara M. Carlile
8	4,695.21	237-0370-008-	Chester B. Davis & Doris Ann Goff
9	4,695.21	237-0370-019-	Virginia Lee Poston
10	4,695.21	237-0370-021-	Roberta Hayes
11	4,695.21	237-0370-011-	Gracie Scott
12	4,695.21	237-0370-012-	Mary Ann Lashley
13	4,695.21	237-0370-013-	Charles & Bobbie Scoby
14	4,695.21	237-0370-014-	Arthur & Ida E. Reese
15	4,695.21	237-0370-015-	Victor and Amy Shurcole
16	4,695.21	237-0370-016-	Fred J. Dobbs
17	4,695.34	237-0370-017-	Paul Sanchez
18	7,795.65	237-0152-011-	Douglas Millar
19	7,910.62	237-0152-012-	Georgina Sanders & Fred Brinkley
20	6,807.94	237-0152-013-	Edward P. & Rose F. Smith
21	6,757.84	237-0152-014-	Edward P. & Rose F. Smith
22	6,283.68	237-0152-015-	Clarence Locke & Lillian Rammelkamp
23	13,225.33	237-0151-013-	Ashraf Adelzadeh
24	6,465.37	237-0151-012-	First Romanian Apostolic Church
25	19,800.91	237-0151-009-	Dominick Sr/Clara/Dominick Jr. Puma
26	17,082.75	237-0154-003-	Viola Warren
<hr/>			
TOTAL: \$	171,948.79		

CERTIFICATE OF MAILING

LONGSHORE COURT SEWER ASSESSMENT DISTRICT NO. 92-02

The undersigned declares:

on October 21, 1992, the undersigned mailed a copy of the document entitled Notice of Assessment attached hereto as Exhibit A, to each owner of real property in Longshore Court Sewer Assessment District No. 92-02, City of Sacramento, Sacramento County, California, according to the names and addresses of the owners as they appear on the last equalized assessment roll or as known to the undersigned. A list of these property owners is attached hereto as Exhibit B.

Executed at Sacramento, California, on  
October 21 1992.

I declare the foregoing to be true under penalty of perjury.

City Accounting Officer,  
City of Sacramento. Sacramento  
County, California

BY Sandra F. Bueit



EXHIBIT A

NOTICE OF ASSESSMENT

LONGSHORE COURT SEWER ASSESSMENT DISTRICT NO. 92-02  
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA

TO:

The City of Sacramento has levied a special assessment against the land described below, to pay the cost of the following improvement:

The construction of a sanitary sewer system complete with all necessary appurtenances along Fell Avenue from a point 660 feet, more or less, south of Bell Avenue, to the southerly terminus of Fell Avenue at Interstate 80; along Youngs Avenue from Fell Avenue to a point 390 feet, more or less, east of Fell Avenue; and along Longshore Court from Fell Avenue to the terminus of the cul-de-sac.

This assessment was recorded on October 21, 1992. You may pay all or any part of the assessment, without interest, before the close of business on November 20, 1992, at the offices of the City Accounting Department, Special Districts Section, 915 I Street, Room 14, Sacramento, CA 95814.

The deadline for receipt of such payment by the City Accounting Department is November 20, 1992, and late payments will be returned.

If you do not wish to pay all of your assessment now, you may pay it in installments over a period of fifteen (15) years, with interest on the unpaid balance. Bonds will be issued according to the Improvement Bond Act of 1915, to represent unpaid assessments, and they will bear interest at the current market rate, but by law not more than 12% per year.

If you wish to pay all of your assessment now, you may pay the City Accounting Office the discounted amount shown below. This is your total assessment, less a credit for the bond discount and bond reserve fund.

If you have questions about this notice, phone the Engineer of Work, (916) 264-5236, Attention: Karen Shipley.

If you do not own this property, please notify the Engineer of Work.

---

Assessment & Diagram No.  
Assessor's Parcel No.  
Amount of Assessment  
Cash discounted amount to pay now

PROPERTY OWNERS' LIST  
CITY OF SACRAMENTO  
Longshore Court Sewer Assessment District No. 92-02

ASSESSMENT NUMBER(S)	NAME AND ADDRESS OF OWNER
1	Edith Hays 4228 Fell Street Sacramento CA 95838
2	Lionel Butler, Jr. 1310 Longshore Court Sacramento CA 95838
3	Carole A. Pelletier 1320 Longshore Ct. Sacramento CA 95838
4	Alberta Hilbert 1330 Longshore Ct. Sacramento CA 95838
5	Amador Rodriguez, Jr. 530 28th Street Oakland CA 94609
6	Clinton and Mary Starks 1350 Longshore Ct. Sacramento CA 95838
7	William J. & Barbara M. Carlile 1360 Longshore Ct. Sacramento CA 95838
8	Chester B. Davis & Doris Ann Goff 3921 Continental Way Carmichael CA 95621
9	Virginia Lee Poston 2745 Forrest St. Sacramento CA 95815
10	Roberta Hayes 1371 Longshore Ct. Sacramento CA 95838
11	Gracie Scott 1361 Longshore Ct. Sacramento CA 95838
12	Mary Ann Lashley 8421 Misty Oak Way Sacramento CA 95842

PROPERTY OWNERS' LIST  
CITY OF SACRAMENTO  
Longshore Court Sewer Assessment District No. 92-02

ASSESSMENT NUMBER(S)	NAME AND ADDRESS OF OWNER
13	Charles & Bobbie Scoby 1341 Longshore Ct. Sacramento CA 95838
14	Arthur & Ida E. Reese 1331 Longshore Ct. Sacramento CA 95838
15	Victor and Amy Shurcole 430 N. Bayview Ave. Sunnyvale CA 94086
16	Fred J. Dobbs 1311 Longshore Ct. Sacramento CA 95838
17	Paul Sanchez 4920 Alma Way Sacramento CA 95822
18	Douglas Millar 5128 Cimarron Way Sacramento CA 95842
19	Georgina Sanders & Fred Brinkley 803 3rd St. Oakland CA 95963
20 to 21	Edward P. & Rose F. Smith 1316 Sebastian Way Sacramento CA 95864
22	Clarence Locke & Lillian Rammelkamp 4112 Whitney Ave. Sacramento CA 95838
23	Ashraf Adelzadeh 7735 Madison Avenue Citrus Heights CA 95610
24	First Romanian Apostolic Church 4139 Hidden Valley Rd. Oroville CA 95965
25	Dominick Sr/Clara/Dominick Jr. Puma 4201 Fell Street Sacramento CA 95838

PROPERTY OWNERS' LIST  
CITY OF SACRAMENTO  
Longshore Court Sewer Assessment District No. 92-02

ASSESSMENT NUMBER(S)	NAME AND ADDRESS OF OWNER
26	Viola Warren 3490 Astoria St. Sacramento CA 95838

CERTIFICATE OF FILING ASSESSMENT DIAGRAM  
IN OFFICE OF COUNTY RECORDER

LONGSHORE COURT SEWER ASSESSMENT DISTRICT NO. 92-02

On October 21, 1992, the undersigned received and  
filed, in Book 74 of Maps of Assessment and Community  
Facilities Districts at Page 63, a map entitled "Assessment  
Diagram of Longshore Court Sewer Assessment District No. 92-02,  
City of Sacramento, County of Sacramento, State of California."

Executed at Sacramento, California, on Oct 21 1992.

I declare the foregoing to be true under penalty of perjury.

County Recorder,  
County of Sacramento,  
State of California

By \_\_\_\_\_

ORIGINAL  
Accepted for Recording  
~~COPY~~ NOT CERTIFIED

OCT 21 1992

Sacramento County  
Clerk-Recorder

AMENDED ENGINEER'S REPORT

LONGSHORE COURT SEWER ASSESSMENT DISTRICT NO. 92-02

The undersigned respectfully submits the enclosed amended report as directed by the City Council.

DATED: October 20, 1992

JOHN E. MEDINA, Director of Public Works, Engineer of Work

By *John E. Medina*

I HEREBY CERTIFY that the enclosed Amended Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the 20th day of October, 1992.

VALERIE BURROWES, City Clerk  
City of Sacramento, Sacramento County,  
California

By *Valerie A. Burrowes*

I HEREBY CERTIFY that the enclosed Amended Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Sacramento, Sacramento County, California, on the 20th day of October, 1992.

VALERIE BURROWES, City Clerk,  
City of Sacramento, Sacramento County,  
California

By *Valerie A. Burrowes*

I HEREBY CERTIFY that the enclosed Amended Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was recorded in my office on the 21st day of October, 1992.

JOHN E. MEDINA, Director of Public Works, City of Sacramento, Sacramento County, California

By *John E. Medina*

AMENDED ENGINEER'S REPORT

LONGSHORE COURT SEWER ASSESSMENT DISTRICT NO. 92-02

JOHN E. MEDINA, Engineer of Work for Longshore Court Sewer Assessment District No. 92-02, City of Sacramento, Sacramento County, California makes this amended report, as directed by the City Council, pursuant to Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913).

The improvements which are the subject of this amended report are briefly described as follows:

The construction of a sanitary sewer system complete with all necessary appurtenances along Fell Avenue from a point 660 feet, more or less, south of Bell Avenue, to the southerly terminus of Fell Avenue at Interstate 80; along Youngs Avenue from Fell Avenue to a point 390 feet, more or less, east of Fell Avenue; and along Longshore Court from Fell Avenue to the terminus of the cul-de-sac.

Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, shall be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature fourteen (14) years from the second day of September next succeeding twelve (12) months from their date.

This amended report includes the following attached exhibits:  
EXHIBIT A - Plans and specifications for improvements to be constructed. Plans and specifications are a part of this report whether or not separately bound.

EXHIBIT B - An estimate of the cost of the improvements.

EXHIBIT C - An assessment roll, showing the amount proposed to be specially assessed against each parcel of real property within this assessment district. Each parcel is described by County Assessor's

parcel number or other designation, and each parcel is also assigned a separate "assessment number" for the purposes of this proceeding.

EXHIBIT D - A statement of the method by which the undersigned determined the amount proposed to be assessed against each parcel, based on benefits to be derived by each parcel, respectively, from the improvements.

EXHIBIT E - A list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk. The list is keyed to Exhibit C by assessment number.

EXHIBIT F - A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit C by assessment number.

EXHIBIT G - Proposed maximum annual assessment per parcel for current costs and expenses.

Respectfully submitted,

JOHN E. MEDINA, Director of Public Works,  
Engineer of Work



EXHIBIT A

PLANS AND SPECIFICATIONS

PLANS AND SPECIFICATIONS,  
THOUGH SEPARATELY BOUND,  
ARE A PART OF THIS REPORT

EXHIBIT B

COST ESTIMATE

LONGSHORE COURT SEWER ASSESSMENT DISTRICT NO. 92-02  
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA

Construction Costs	\$ 99,875.50
Misc. Engineering & Project Management	24,673.00
Contingencies	<u>7,707.00</u>

TOTAL CONSTRUCTION COSTS, ENGINEERING, PROJECT MANAGEMENT AND CONTINGENCIES	\$132,255.50
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Incidental Expenses

a. Special District	\$ 7,000.00
b. Bond Counsel out-of- pocket	500.00
c. Bond Counsel fee	2,579.23
d. Bell Ave. Fee District	14,091.93
e. Bond printing	2,500.00
f. Bond registration and administration (set-up)	800.00
g. SDIRS	<u>3,079.23</u>

TOTAL INCIDENTALS	\$ 30,550.39
LESS CONTRIBUTION BY CITY	(\$ 4,613.00)
Reserve Fund (5.0%)	\$ 8,597.44
Bond Discount (3.0%)	<u>\$ 5,158.46</u>
TOTAL AMOUNT TO BE ASSESSED	\$171,948.79

## EXHIBIT C

10/06/92

Page 1

## ASSESSMENT ROLL

## CITY OF SACRAMENTO

Longshore Court Sewer Assessment District No. 92-02

Assessment Number	Assessment Amount	Parcel Description
1	\$ 4,695.21	237-0370-001-0000
2	4,695.21	237-0370-002-0000
3	4,695.21	237-0370-003-0000
4	4,695.21	237-0370-004-0000
5	4,695.21	237-0370-005-0000
6	4,695.21	237-0370-006-0000
7	4,695.21	237-0370-007-0000
8	4,695.21	237-0370-008-0000
9	4,695.21	237-0370-019-0000
10	4,695.21	237-0370-021-0000
11	4,695.21	237-0370-011-0000
12	4,695.21	237-0370-012-0000
13	4,695.21	237-0370-013-0000
14	4,695.21	237-0370-014-0000
15	4,695.21	237-0370-015-0000
16	4,695.21	237-0370-016-0000
17	4,695.34	237-0370-017-0000
18	7,795.65	237-0152-011-0000
19	7,910.62	237-0152-012-0000
20	6,807.94	237-0152-013-0000
21	6,757.84	237-0152-014-0000
22	6,283.68	237-0152-015-0000
23	13,225.33	237-0151-013-0000
24	6,465.37	237-0151-012-0000
25	19,800.91	237-0151-009-0000
26	17,082.75	237-0154-003-0000
TOTAL: \$		171,948.79

EXHIBIT "D"

LONGSHORE COURT SEWER ASSESSMENT  
DISTRICT NO. 92-02

CITY OF SACRAMENTO

METHOD OF SPREADING ASSESSMENTS

There are 26 parcels within the Longshore Court Sewer Assessment District No. 92-02.

The collector sewer line along Fell Avenue will benefit all parcels, therefore all parcels are assessed based on front footage along Fell Avenue. Each parcel on Longshore Court is assessed equally based on front footage of Longshore Court property fronting Fell Avenue. Likewise, all properties on Youngs Avenue are assessed equally based on front footage of Youngs Avenue property fronting Fell Avenue.

The lateral sewer line along Longshore Court will benefit each property equally. Therefore, each parcel is assessed equally.

The lateral sewer line along Youngs Avenue will benefit all parcels based on the parcel size. Therefore, all parcels are assessed on an area basis.

All parcels located in the Longshore Court Sewer Assessment District benefit from the Bell Avenue sanitary sewer trunk main constructed in 1987. All single family parcels in the assessment district will be assessed an amount equivalent to their fair share of the cost of the Bell Avenue trunk line, with the exception of any parcels that have previously paid their share. Equal amounts are assessed to parcels on Longshore Court based on the collective acreage divided by the number of lots. Parcels 18, 19 and 22 in the Longshore Court Sewer Assessment District are assessed their share of the cost based on parcel area. Other large undeveloped parcels will pay their share of the trunk line cost at the time of development.

Sewer services will be assessed to each parcel within the district for the cost of the service. All other incidental costs including Engineering costs, bond costs, and contingencies will be assessed to each parcel on a pro rata basis.

PROPERTY OWNERS' LIST  
CITY OF SACRAMENTO  
Longshore Court Sewer Assessment District No. 92-02

ASSESSMENT NUMBER(S)	NAME AND ADDRESS OF OWNER
1	Edith Hays 4228 Fell Street Sacramento CA 95838
2	Lionel Butler, Jr. 1310 Longshore Court Sacramento CA 95838
3	Carole A. Pelletier 1320 Longshore Ct. Sacramento CA 95838
4	Alberta Hilbert 1330 Longshore Ct. Sacramento CA 95838
5	Amador Rodriguez, Jr. 530 28th Street Oakland CA 94609
6	Clinton and Mary Starks 1350 Longshore Ct. Sacramento CA 95838
7	William J. & Barbara M. Carlile 1360 Longshore Ct. Sacramento CA 95838
8	Chester B. Davis & Doris Ann Goff 3921 Continental Way Carmichael CA 95621
9	Virginia Lee Poston 2745 Forrest St. Sacramento CA 95815
10	Roberta Hayes 1371 Longshore Ct. Sacramento CA 95838
11	Gracie Scott 1361 Longshore Ct. Sacramento CA 95838
12	Mary Ann Lashley 8421 Misty Oak Way Sacramento CA 95842

PROPERTY OWNERS' LIST  
CITY OF SACRAMENTO  
Longshore Court Sewer Assessment District No. 92-02

ASSESSMENT NUMBER(S)	NAME AND ADDRESS OF OWNER
13	Charles & Bobbie Scoby 1341 Longshore Ct. Sacramento CA 95838
14	Arthur & Ida E. Reese 1331 Longshore Ct. Sacramento CA 95838
15	Victor and Amy Shurcole 430 N. Bayview Ave. Sunnyvale CA 94086
16	Fred J. Dobbs 1311 Longshore Ct. Sacramento CA 95838
17	Paul Sanchez 4920 Alma Way Sacramento CA 95822
18	Douglas Millar 5128 Cimarron Way Sacramento CA 95842
19	Georgina Sanders & Fred Brinkley 803 3rd St. Oakland CA 95963
20 to 21	Edward P. & Rose F. Smith 1316 Sebastian Way Sacramento CA 95864
22	Clarence Locke & Lillian Rammelkamp 4112 Whitney Ave. Sacramento CA 95838
23	Ashraf Adelzadeh 7735 Madison Avenue Citrus Heights CA 95610
24	First Romanian Apostolic Church 4139 Hidden Valley Rd. Oroville CA 95965
25	Dominick Sr/Clara/Dominick Jr. Puma 4201 Fell Street Sacramento CA 95838

EXHIBIT E

Page 3

PROPERTY OWNERS' LIST  
CITY OF SACRAMENTO

Longshore Court Sewer Assessment District No. 92-02

ASSESSMENT NUMBER(S)

NAME AND ADDRESS OF OWNER

26

Viola Warren  
3490 Astoria St.  
Sacramento CA 95838

ASSESSMENT DIAGRAM OF  
**LONGSHORE COURT  
 SEWER ASSESSMENT  
 DISTRICT No. 92-02**

CITY OF SACRAMENTO  
 COUNTY OF SACRAMENTO  
 STATE OF CALIFORNIA

SHEET 1 OF 1

**CLERKS-MAP FILING STATEMENT**

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

VALERIE BURROWES, CITY CLERK  
 CITY OF SACRAMENTO

**SUPERINTENDENT OF STREETS RECORDING STATEMENT**

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

SUPERINTENDENT OF STREETS  
 CITY OF SACRAMENTO

**CLERK'S CERTIFICATE**

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, ON THE LOTS, PIECES AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_ SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF SACRAMENTO ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_ REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

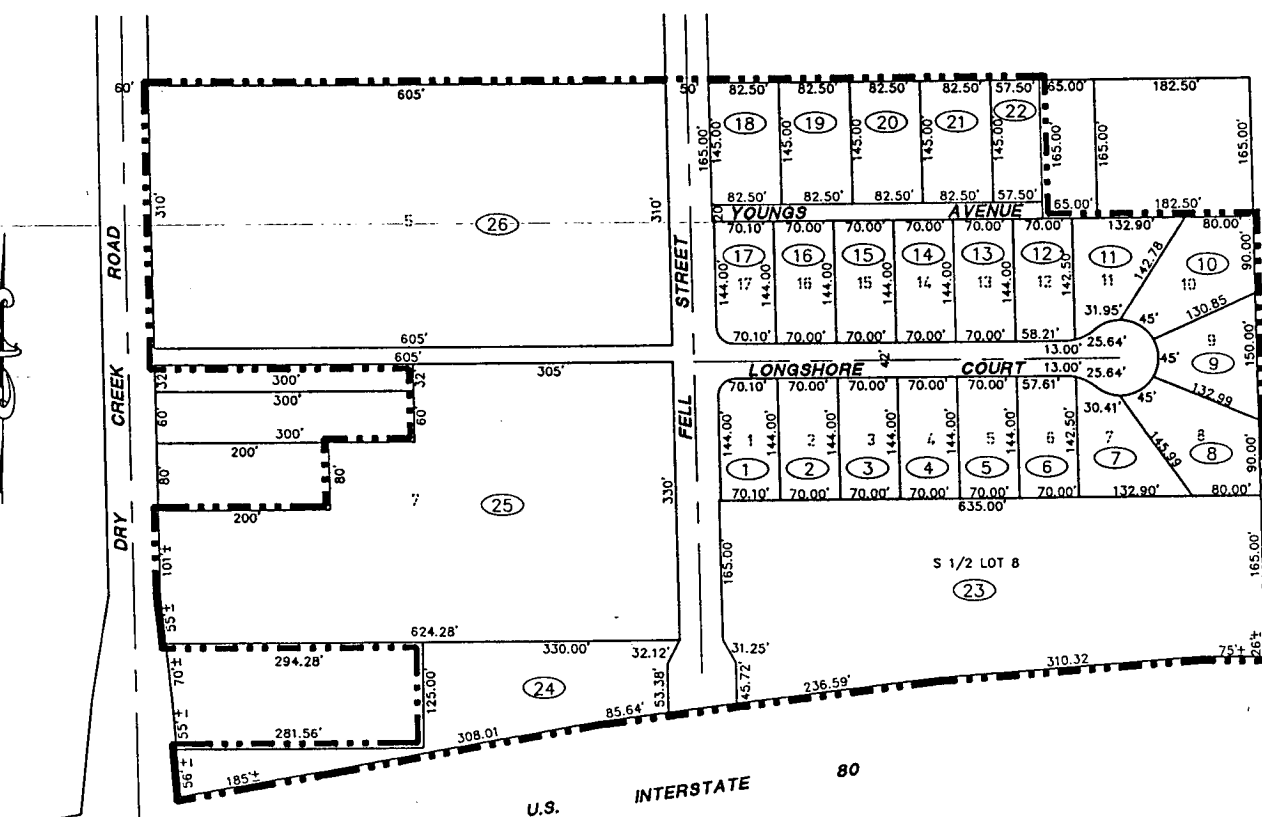
VALERIE BURROWES, CITY CLERK  
 CITY OF SACRAMENTO

**COUNTY RECORDER'S FILING STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

COUNTY RECORDER OF THE  
 COUNTY OF SACRAMENTO, CALIFORNIA

BY \_\_\_\_\_



**LEGEND**

(15)

ASSESSMENT NUMBER

15

LOT NUMBER

-----

ASSESSMENT DISTRICT BOUNDARY

\_\_\_\_\_

PROPERTY LINE

**EXHIBIT F**

**ASSESSMENT DIAGRAM**



EXHIBIT G

PROPOSED MAXIMUM ANNUAL ASSESSMENT PER PARCEL FOR  
CURRENT COSTS AND EXPENSES

LONGSHORE COURT SEWER ASSESSMENT DISTRICT NO. 92-02  
CITY OF SACRAMENTO

Pursuant to Section 10204 (f) of the California Streets and Highways Code, the City Council intends to impose an annual assessment upon each of the several parcels of land in this assessment district to pay a portion of the cost and expense incurred by the City and not otherwise reimbursed, which results from the administration and collection of assessments or from the administration or registration of the associated 1915 Act bonds and the related reserve fund, bond redemption fund and any other related funds. The maximum amount of such annual assessment for the entire assessment district shall be \$1,300.00.

8-25-92, 1.7



# CITY OF SACRAMENTO

DEPARTMENT OF UTILITIES

DIVISION OF  
ENGINEERING SERVICES

CONTRACT SPECIFICATIONS  
FOR

## LONGSHORE COURT SEWER ASSESSMENT DISTRICT

JN: 3234

Non-Refundable Fee  
\$15.00  
668-ASD-31AD-3709

Separate Plans

Bids to be received before  
2:00 p.m., Wednesday,  
September 30, 1992 at room 304,  
City Hall, 915 I Street,  
Sacramento, CA 95814

**For Pre-Bid Information Call:**

Rick Batha  
(916) 264-5328



# CITY OF SACRAMENTO

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DEPARTMENT OF UTILITIES

DIVISION OF  
ENGINEERING SERVICES

## CONTRACT SPECIFICATIONS FOR

## LONGSHORE COURT SEWER ASSESSMENT DISTRICT

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2:00 p.m., Wednesday,  
September 30, 1992 at room 304,  
City Hall, 915 I Street,  
Sacramento, CA 95814

## **N O T I C E**

**This is to inform you that the bonds to be issued will be pursuant to the Improvement Act of 1915, and this is to further inform you that the City of Sacramento will purchase said bonds or any interest in the Warrant, Diagram or Assessment.**

NOTICE TO CONTRACTORS

**CITY OF SACRAMENTO**

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, Room 304, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 2:00 p.m. on September 30, 1992, and opened at 2:00 p.m., or as soon thereafter as business allows, in the Council Chamber, City Hall, for construction of:

**Longshore Court Sewer Assessment District (3234)**

as set forth in the Construction Documents adopted August 25, 1992, by the City of Sacramento.

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

Bids must be submitted on printed forms supplied by the City Clerk to prospective bidders for a non-refundable fee of \$15.00. Bids must be enclosed in an envelope marked:

**Sealed Proposal for Longshore Court Sewer  
Assessment District  
(JN: 3234)**

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

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

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

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

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

**VALERIE A. BURROWES  
CITY CLERK**

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

# CITY OF SACRAMENTO

## SEALED PROPOSAL (MUST BE SIGNED BY BIDDER)

Sealed Proposals will be received not later than 2:00 P.M. on Wednesday, September 30, 1992 at the Office of the City Clerk, Room 304, City Hall, Sacramento, California and opened at 2:00 P.M., or as soon thereafter as business allows, on Wednesday, September 30, 1992 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

### LONGSHORE COURT SEWER ASSESSMENT DISTRICT JN:3234

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.89-216) and Special Provisions all as on file in the Office of the City Clerk, at the following Unit Prices.

Item No.	Item	Est. Quantity	Unit	Unit Price	Total
1.	Pipe, 6" Diameter Sewer to Place (PVC)	698	lf	\$ _____	\$ _____
2.	Pipe, 8" Diameter Sewer to Place (PVC)	898	lf	\$ _____	\$ _____
3.	Pipe, 4" Diameter Sewer Service to Place (ABS)	25	ea	\$ _____	\$ _____

4. Manhole No. 3 or 3A 7 ea \$ \_\_\_\_\_ \$ \_\_\_\_\_  
to Construct

Total of Items 1 through 4 \$ \_\_\_\_\_

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 five (5) 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 **FORTY-FIVE (45)** working days commencing on the date stated in the Notice to Proceed.

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 **\$400.00 (FOUR HUNDRED DOLLARS)** 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.



This proposal will not be withdrawn for the periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted according to Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

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

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

ADDENDUM NO.:

CONTRACTOR

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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

Contractor's License:

Valid Contractor's License No: \_\_\_\_\_, Classification: \_\_\_\_\_,

Expiration date: \_\_\_\_\_, is held by the bidder.

Representations made herein are true and correct under penalty of perjury.

\_\_\_\_\_  
Signature

AAH:ah  
Lngshr.bf  
8.2592

## DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

**BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.**  
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

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

EXCEPTION: \_\_\_\_\_  
Date Violation Type Place of Occurrence Yes No  
Was Employed By This Firm.  
If additional space is required use back of this form.

\* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Title

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

**DESIGNATION OF SUBCONTRACTORS**  
(including suppliers and truckers)

NAME AND LICENSE NUMBER OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	DESCRIPTION OF WORK TO BE PERFORMED BY SUBCONTRACTOR	TOTAL DOLLAR AMOUNT OF CONTRACT	ENTER DB OR WBE STATUS AND CERTIFICATION NUMBER	SUBCONTRACTOR FEDERAL TAX I.D. #
--	-------------------------------------	--	---------------------------------------	--	--

BIDDER \_\_\_\_\_  
 BY \_\_\_\_\_  
 TITLE \_\_\_\_\_  
 PHONE \_\_\_\_\_  
 DATE \_\_\_\_\_  
 BIDDER'S FEDERAL TAX I.D. #: \_\_\_\_\_  
 BIDDER'S CONTRACTOR LICENSE #: \_\_\_\_\_  
 \_\_\_\_\_

**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, and individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, Co-Partner."
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

## GUARANTEE

We hereby guarantee the

Longshore Court Sewer Assessment District (JN:3234)

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:

---

## AGREEMENT

THIS AGREEMENT, dated for identification \_\_\_\_\_, 19\_\_\_\_, between the CITY OF SACRAMENTO, a

municipal corporation, (hereinafter called "City"), and \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the "Contractor").

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

### 1. CONTRACT DOCUMENTS

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

Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

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

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

Longshore Court Sewer Assessment District (JN:3234)

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

---

5. CONTRACT AMOUNT AND PAYMENTS

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

6. PROGRESS AND FINAL PAYMENTS

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

- (A) On the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the work through the twentieth (20) calendar day of the preceding month; the Contractor and Engineer shall inspect the statement and, if both approve the statement, the City shall issue a certificate for ninety 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 the City arising under the Contract Document.
- (E) Progress payment due the Contractor shall be made within thirty (30) days following receipt of statement jointly approved by the Contractor and the Engineer.



**7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR**

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

**8. COMMENCEMENT AND PROSECUTION OF WORK**

Contractor shall commence the work on or before fifteen (15) working days from and after receipt of written Notice to Proceed from City to contractor and will diligently prosecute the work to final completion. The phrase "commence the work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the work. Said Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance. The continuous prosecution of work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

**9. TIME OF COMPLETION**

The entire work shall be brought to completion in the manner provided for in the Contractor Documents on or before forty-five, (45) working days (hereinafter called the "Completion Date") from the date of the Notice to Proceed unless extensions of time are granted in accordance with the Contract Documents.

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

**10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK**

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

**11. ACCEPTANCE NOT RELEASE**

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

Failure or neglect on the part of City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if such becomes evident at any time prior to final acceptance of the entire work or all materials, 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.

**14. NO WAIVER OF REMEDIES**

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

**15. GUARANTEE**

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

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

**16. DETERMINATION OF DAMAGES**

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

**17. LIQUIDATED DAMAGES**

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be Four Hundred Dollars (\$ 400.00 ) for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

**18. PAYMENT OF DAMAGES**

In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments which would otherwise be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as hereinbefore specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

**19. INDEMNITY AND HOLD HARMLESS**

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

**20. CONTRACTOR SHALL ASSUME RISKS**

Until the completion and final acceptance by City of all work under this Contract, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the work, except as otherwise stipulated.

**21. GENERAL LIABILITY OF CONTRACTOR**

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

**22. INSURANCE**

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

**(A) Worker's Compensation**

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

**(B) Comprehensive Auto and General Liability Insurance**

Contractor must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance  
Products and Completed Operation Liability  
Broad Form Property Damage Liability  
Contractual Liability  
Personal Injury Liability

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

**(C) Certificate of Insurance**

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

**(D) Worker's Compensation Certificate**

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

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

**23. FAILURE TO MAINTAIN INSURANCE**

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management.

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

#### 24. EXTENSIONS OF TIME

In the event City deems it necessary, in its sole discretion, to extend the time of completion of the work to be done under this Contract beyond the required Completion Date herein specified, such extensions shall in no way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds executed pursuant to said provisions. By executing such Bonds, the sureties shall be deemed to have expressly agreed to any extension of time shall be limited to the period of excusable delay as defined herein giving rise to the same as determined by City Council of City.

#### 25. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by City insofar as they necessarily require additional time in which to complete the work; the prevention of City of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's subcontractors; or the prevention of Contractor from commencing or prosecuting the work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay which could have been 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 part of the work, nor the completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by City for review of Plans and submittals required of Contractor and for the making of surveys, measurements and inspection; (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City which does not necessarily prevent the completion of the work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) but shall not under any circumstances increase the sum City is to pay Contractor as provided in these Contract Documents.

**26. CONTRACTOR TO SERVICE NOTICE OF DELAYS**

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

After the completion of any part of whole of the work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him to have been excusable. Contractor shall make no claim that any delay not called to the attention of the Engineer at the time of its occurrence has been an Excusable Delay.

**27. EXTENSION OF TIME**

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

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

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

**29. NO PAYMENT FOR DELAYS**

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the work whether such delays qualify for extension of time under this Agreement or not, providing the elements precluding recovery of damages by Contractor in Section 7102 of the Public Contracts Code are met.

30. CHANGES IN THE WORK

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

31. TERMINATION AFTER COMPLETION DATE

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

32. CONTRACTOR BANKRUPT

If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 33. Contractor's Surety shall have the right to complete the work by commencing within thirty (30) calendar days as specified in Section 33; and, in the event Contractor's Surety fails to commence work within thirty (30) calendar days as specified in Section 33, City shall have the right to complete, or cause completion of the work, all as specified in Section 33.

33. TERMINATION FOR BREACH OF CONTRACT

If Contractor should abandon the work under this Contract, or if the Contract or any portion of the contract should be sublet or assigned without the consent of the City Council, or if the Engineer should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if Contractor should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor or persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor or persistently disregard laws, ordinances or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City Council may give Contractor and his Surety written notification to immediately terminate 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 correction is not made, within ten (10) calendar days from the date of such notice, the expiration of said ten (10) calendar days cease and terminate. In the event of any such failure, the City Council may immediately serve notice thereof upon the Surety and Contractor; and the Surety shall immediately and perform the Contract, provided; however, that if the Surety does not commence work within thirty (30) calendar days from the date of the mailing to such Surety of notice of termination, the Contractor, and his Surety shall be liable to City for any excess cost incurred after set forth.



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

No act by City before the work is finally accepted, including, but not limited to, exercise of other rights under the contract, action at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor shall be construed to be a waiver by, or to estop, City from acting pursuant to this paragraph upon any subsequent event, occurrence of failure by contractor to fulfill the terms and conditions of the Contract. The rights of City pursuant to this paragraph are cumulative and in addition to all other rights of City pursuant to this Agreement and at law or in equity.

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

CONTRACTOR

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
Title

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

CITY OF SACRAMENTO  
a municipal corporation

DATE \_\_\_\_\_

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

ATTEST

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

ORIGINAL APPROVED AS TO FORM

FUNDING AVAILABLE: 668-ASD-31AD-3709

\_\_\_\_\_  
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.

# CITY OF SACRAMENTO

## CERTIFICATE OF INSURANCE

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

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

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

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

TYPE OF INSURANCE	INSURER AND POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b> <input type="checkbox"/> Comprehensive General <input type="checkbox"/> Liquor Liability <input type="checkbox"/> Contractual <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage			BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____ DEDUCTIBLE \$ _____	
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Owned, Non-Owned and Hired Automobiles			BODILY INJURY (EACH PERSON) \$ _____ BODILY INJURY (EACH ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____	
<b>UMBRELLA LIABILITY</b> <input type="checkbox"/> Umbrella/Excess Liability			SINGLE LIMIT \$ _____ SELF-INSURED RETENTION \$ _____	
<b>WORKERS' COMPENSATION</b> <input type="checkbox"/> Workers' Compensation and Employers Liability			EMPLOYERS LIABILITY LIMIT \$ _____	
<b>FIRE</b> <input type="checkbox"/> Fire & Extended Coverage Perils			AMOUNT OF INSURANCE \$ _____	
<b>MISCELLANEOUS COVERAGES</b> <input type="checkbox"/> Aircraft Liability (including passenger injuries) <input type="checkbox"/> Garagekeepers Legal Liability <input type="checkbox"/> Watercraft Liability <input type="checkbox"/> Professional Liability			BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ AMOUNT OF INSURANCE \$ _____ BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ AMOUNT OF INSURANCE \$ _____	
<b>OTHER COVERAGE (indicate)</b>				

**THE FOLLOWING PROVISIONS APPLY:**

- None of the above described coverages will be cancelled, reduced or non-renewed until after 30 days written notice has been given to the Risk Management Manager, City of Sacramento.
- The City of Sacramento, its officials, agents and employees are named on all liability policies described above (except professional liability policies) as additional insureds as respects all operations performed for the City of Sacramento by or on behalf of the named insured.
- The above policies include a severability of interests clause.

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

DATE ISSUED: \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE OF INSURANCE CO.

(Title)

Address

Phone

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

\_\_\_\_\_ hereafter designated as the "Principal", a contract for

Longshore Court Sewer Assessment District (JN:3234)

;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 Civic Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

Surety \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

ORIGINAL  
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:

Longshore Court Sewer Assessment District (JN:3234)

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

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

\_\_\_\_\_ DOLLARS

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bounden Principal, his or its heir, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his 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, alternation 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 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 bounded 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 representation, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

Surety \_\_\_\_\_

\_\_\_\_\_  
Address

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

By \_\_\_\_\_

\_\_\_\_\_  
Address

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

ORIGINAL  
APPROVED AS TO FORM:

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

JURAT HERE, PLEASE

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

Chapter 1 of Division 2  
APPRENTICES ON PUBLIC WORKS

(Note: Boldface type denotes key points.)

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

(Added by Stats. 1978, Ch. 1249)

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

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

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

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

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

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

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

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

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

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

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

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

(Amended 1983 ch. 681)

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

(Amended by Stats. 1989, Ch. 1224)

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

(Amended by Stats. 1976, Ch. 1179)

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

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

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

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

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

(Amended by Stats. 1989, Ch. 1224)

EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS  
(Executive Order 11246)

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

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area within the City/County of Sacramento;
  - b. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the pacific islands): and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. Contractors must be able to demonstrate their participation in and compliance with the provisions of the Plan. Each Contractor or Subcontractor participating in the Plan is individually required to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonable 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, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the City of Sacramento, Department of Public Works, c/o Contract Compliance Officer, when the union or unions with which the Contractor has collective bargaining agreement has not referred to the Contractor a

minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources 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 Contractors 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 City of Sacramento shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the applications 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 of the Community Development Block Grant Program).

#### 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 City of Sacramento, Construction Section, 640 Bercut Drive, Suite B, Sacramento, California 95814.
- (3) If the Contractor is already required to submit CC 257 there is no need to submit an additional form.
- (4) This report must arrive at the City no later than the 5th working day of each month.
- (5) Failure to report is automatic cause to find the Contractor in noncompliance.
- (6) Each report is monitored by the City and measured against the specified goals for minorities and women.



## 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)	<p>a. The total number of male hours and the total number of female hours worked by employees in each classification.</p> <p>b.-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.</p>
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.

### Public Burden Statement

We estimate that it will take an average of 60 minutes per response to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Office of IRM Policy, U.S. Department of Labor, Room N1301, 200 Constitution Avenue, N.W., Washington, D.C. 20210; and to the Office of Management and Budget, Paperwork Reduction Project (1215-0163), Washington, D.C. 20503.

**DO NOT SEND THE COMPLETED SURVEY TO EITHER OF THESE OFFICES**

\*U.S. GPO: 1982-619-831/40800

# Monthly Employment Utilization Report

## U.S. Department of Labor

Employment Standards Administration  
Office of Federal Contract Compliance Programs



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.

1. Covered Area (SMSA or EA)

2. Employers I.D. No.

OMB No. 1215-0163  
Expires: 12/31/92

3. Current Goals

4. Reporting Period

Name and Location of Contractor

Minority \_\_\_\_\_

From \_\_\_\_\_

Female \_\_\_\_\_

To \_\_\_\_\_

Federal  
Funding  
Agency

5.  CONSTRUCTION TRADE	Classifications	6. TOTAL FEDERAL & NON-FEDERAL CONSTRUCTION WORK HOURS										7.  Minority Percentage	8.  Female Percentage	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 Islander		6e. American Indian or Alaskan Native				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																
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	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 \_\_\_\_\_



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**

**SPECIAL PROVISIONS  
FOR  
LONGSHORE COURT SEWER ASSESSMENT DISTRICT  
PN:3234**

**1.0 GENERAL REQUIREMENTS**

**A. Location, Scope of Work, and Completion Time**

These Special Provisions cover the provision and installation of sewer pipe, manholes, and sewer services. The project is located in Fell Street, Longshore Court, and Young's Drive in Del Paso Heights, south of Bell Avenue.

The time limit for the completion of all work is FORTY-FIVE (45) working days from Notice to Proceed, 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 FOUR HUNDRED DOLLARS (\$400) as liquidated damages and not as a penalty, for each working day delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

**B. Specifications**

The work to be performed under this contract shall be done in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the most current edition of Standard Specifications of the City of Sacramento 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 9 of the Standard Specifications. The Special Provisions shall govern first, followed by the Standard Specifications.

**C. Interpretation of Contract Documents**

Interpretation of contract documents, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information, shall be directed to Rick Batha of the Engineering Services Division, Utility Department, 1391 35th Avenue, Sacramento, CA 95822, (916) 264-5328.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer at least one (1) week prior to the bid opening date.

D. Review of Contractor's Information

When review and checking for acceptance is required of any drawing, or information regarding materials and equipment, the Contractor shall prepare or secure, and submit for review, six (6) copies. The Engineer, after taking appropriate action, will return two (2) marked copies to the Contractor.

Within a reasonable time after receipt of said submittal copies, the Engineer will return the marked copies indicating one of the following four (4) actions:

1. If review and checking indicates no exceptions, copies will be returned marked "APPROVED AS SUBMITTED" and work may begin immediately on incorporating the material and equipment covered by the submittal into the work.
2. If review and checking indicates limited corrections are required, copies will be returned marked "APPROVED AS NOTED". Work may begin immediately on incorporating into the work the material and equipment covered by the corrected submittal.
3. If review and checking indicates insufficient or incorrect data has been submitted, copies will be returned marked "RETURNED FOR CORRECTIONS". No work may begin on incorporating the material and equipment covered by this submittal into the work until the submittal is revised, resubmitted, and returned marked either "APPROVED AS SUBMITTED" or "APPROVED AS NOTED".
4. If review and checking indicates the material and equipment submittal is unacceptable, copies will be returned marked "RESUBMIT". No work may begin on incorporating the material and equipment covered by this submittal into the work until a new submittal is made and returned marked either "APPROVED AS SUBMITTED" or "APPROVED AS NOTED".

E. Record Drawings

The Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all mechanical, electrical, and instrumentation equipment; piping and conduit; structures; and other facilities. Drawings shall be kept current weekly, with all work instructions and change orders; mechanical, electrical, and instrumentation equipment accommodations; and adjustments during construction. Drawings shall be subject to the inspection of the Engineer at all times and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Prior to acceptance of the work, the

Contractor shall deliver to the Engineer, as a submittal per Section D, herein, two (2) sets of neatly marked record drawings accurately showing the information required above. The work will not be formally accepted, nor final payment made, until the record drawings are accepted by the Engineer.

No additional payment will be made for "Record Drawings" and the cost thereof shall be considered to be included in the price bid for such items as the bidder may consider appropriate.

F. Storage of Materials and Equipment

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

G. Maintenance of Traffic, Public Safety and Convenience

The Contractor's attention is directed to Sections 6-6, 6-7, 6-8, and 6-9 of the Standard Specifications.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance.

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

Access shall be provided to local traffic, residents and for emergency vehicles at all times throughout the project. At least one lane of traffic in each direction shall be maintained between 7 A.M. and 8:30 A.M., and between 4:00 P.M. and 5:30 P.M.. At night and during other periods when work is not in progress, the entire roadway shall be kept open for traffic. Steel plates or other approved methods shall be used to cover all open excavations in roadways during non-working hours.

Driveways may only be closed after giving property owners 24 hour notice in advance of the closure. Driveways may only be closed during normal work periods, except when forms are in place, or while concrete or asphaltic concrete are being placed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in maintenance of traffic and public safety shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

H. Removal of On-Street Parking

Forty-eight (48) hours prior to construction, the Contractor shall place signed barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block", at 50 to 60 foot intervals in the work area.

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

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for payment of all fees and for doing all work involved in removal of on-street parking shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefore.

I. Maintaining Existing Sewer Flow

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

J. 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. include the cost of this work in the items he deems appropriate.

K. Pavement Cutting and Restoration

Pavement cutting and restoration shall conform to the provisions of Sections 10-7, 10-22, and 26-8 of the Standard Specifications and these Special Provisions.

Where pavement cutting takes place more than one (1) calendar day before trench excavation, the Contractor shall fill the pavement cuts with asphaltic patching mix and maintain a smooth riding surface until trenching begins. No pavement cutting shall precede trenching by more than seven (7) calendar days unless approved by the

Engineer. Restoration of existing pavement shall consist of four inches (4") of asphaltic concrete on twelve inches (12") of aggregate base Class 2.

The cost of "Pavement Cutting and Restoration" shall be included in the cost of sewer pipe and there shall be no additional compensation therefor.

L. Water Services (Existing)

The Contractor, at his option, may cut water services or tunnel under them. All water services to be cut by trench excavation shall be cut and repaired by City forces at the Contractor's expense.

Should the Contractor desire to cut and replace water services, he shall notify the Division of Field Services, Water Distribution Supervisor, 433-6229, twenty-four (24) hours in advance of all work.

The Contractor shall notify all residents twenty-four (24) hours prior to any water service interruption. Maximum time for shutdown of any water service to any residence shall be four (4) hours.

No additional compensation will be paid the Contractor for any water services purposely or accidentally cut and repaired.

M. "Manhole" and "Maintenance Hole" Terminology

The terms "manhole" and "maintenance hole" are interchangeable in the Plans, Special Provisions, Standard Specifications and other documentation on this document.

N. Project Scheduling

The Contractor shall submit a CPM chart which reflects his scheduling of work within 21 days after award of contract.

No additional payment will be made for "Project Scheduling" and the cost thereof shall be considered to be included in the price bid for such items as the bidder may consider appropriate.

O. Cooperation

The Contractor shall coordinate work and cooperate with plumbing contractors who may be constructing individual services to homes and decommissioning septic tanks at the time of this contract.

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

P. Notification of Property Owners

The Contractor shall be responsible for notifying all property owners and residents along the line of work forty-eight (48) hours prior to commencing work adjacent to said property. If property owner/tenant parking is to be impacted, the Contractor shall inform said individuals of the amount of time parking will be affected.

No additional payment will be made for "Notification of property Owners" and the cost thereof shall be considered to be included in the price bid for such items as the bidder may consider appropriate.

Q. Existing Utilities

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



## 2.0 ITEMS OF THE PROPOSAL

### Item Nos. 1 and 2 - Pipe, 6" and 8" Diameter Sewer to Place (PVC)

Where shown on the Plans, six inch (6") and eight inch (8") diameter sewer pipe shall be poly vinyl chloride (PVC).

#### Poly Vinyl Chloride (PVC) Pipe

PVC gravity sewer pipe and fittings shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions.

Deflection Test - The mandrel used shall be the PHOS PVC Sewer Pipe Deflection Gauge or other deflection gauge approved by the Engineer.

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

<u>Size</u>	<u>DR</u>	<u>Inside Diameter</u>	<u>Minimum Allowable Inside Diameter (Based on 5% Deflection a Minimum of 96 hrs after Placement of Backfill)</u>
6"	35	5.742"	5.455"
8"	35	7.665"	7.282"
10"	35	9.563"	9.085"
12"	35	11.361"	10.793"
15"	35	13.898"	13.203"

- \* 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.

Payment shall be at the contract price indicated in the proposal per lineal foot of PVC sewer pipe and shall include all labor, materials, equipment, and incidentals necessary to construct this item complete in place.

Item No. 3 - Pipe 4" Diameter Sewer Service to Place (ABS)

Acrylonitrile-butadiene-styrene (ABS) sewer service pipe shall be constructed to the details as shown on the Plans and shall conform to the requirements of Sections 10, 14, and 26 of the Standard Specifications.

The connection to the main will be paid for as part of this item of the proposal. Any grass removed or buried shall be reseeded. Seeding and preparation of planting areas shall be in conformance with Sections 10 and 35 of the Standard Specification.

Locations of 4" sewer services are schematic as shown on the plans. The exact location of 4" sewer services shall be adjusted to match the location of individual house services, as much as possible, and shall be determined in the field by the Engineer.

Payment shall be at the contract unit price indicated in the proposal per each ABS sewer and shall include full compensation for all labor materials, equipment, and incidentals necessary to construct this item complete in place.

Item No. 4 - Manhole No. 3 or 3A to Construct

Standard manhole No. 3 or 3A shall be constructed where shown on the plans or directed by the Engineer in conformance with Section 25 of the Standard Specifications.

All connections to the manholes not cast as part of the manhole base shall be made by use of a coring machine and the annular space between the outside of the pipe and the manhole shall be sealed with a Fowler Manhole Tap or approved equal.

Payment shall be at the unit price indicated in the proposal for each manhole No. 3 or 3A and shall include all labor, materials, equipment, and incidentals necessary to construct this item complete in place.

## GUARANTEE

We hereby guarantee the

Longshore Court Sewer Assessment District (3234)

which we propose to install in the City of Sacramento for one (1) year in accordance with the guarantee required in these 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 cost and damages therefor immediately upon demand.

Signed:

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

Dated:

\_\_\_\_\_