

File ID: 2026-00865

6/9/2026

[Contract] Pocket Road Sewer Replacement at East Shore Project

File ID: 2026-00865

Location: District 7

Recommendation: Pass a **Motion:** 1) approving the contract plans and specifications for the Pocket Road Sewer Replacement at East Shore Project (X14120300); 2) awarding the contract to Subterra Construction, Inc. for an amount not to exceed \$457,600, and 3) authorizing the City Manager or designee to execute the construction contract with Subterra Construction, Inc.

Contact: Angelo Vasquez, Project Manager (916) 808-1701, arvasquez@cityofsacramento.org; Sherill Huun, Engineering & Water Resources Division Manager, (916) 808-1455, shuun@cityofsacramento.org; Dalia Fadl, Director, (916) 808-3765, dfadl@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Construction Contract - Subterra Construction, Inc.

Description/Analysis

Issue Detail: Staff recommends City Council award a construction contract to Subterra Construction, Inc., to perform all the work necessary to remove and replace roughly 50 linear feet of separated sewer pipe, remove and replace the damaged manhole, and repave along the intersection of Pocket Road and East Shore Drive.

This location was identified as a high priority due to the roadway depression that has been reported by residents in the area that has been slowly developing over the years. City Operations and Maintenance staff confirmed that the sewer manhole in the area had settled and was taking on groundwater.

The Department of Utilities recently dealt with an emergency project in 2023 that was located further east on Pocket Road. That project started out similarly and highlighted the vulnerability of this area's subsurface conditions and has since prompted heightened monitoring and proactive planning by City

Staff.

Policy Considerations: City Council approval is required to award construction contracts of \$250,000 or more. The action requested conforms with City Code Chapter 3.56, Articles I and III, which provide for award of competitively bid contacts to the lowest responsible bidder. Rehabilitation of aging and deteriorated sewer pipes is consistent with the criteria set forth in the Department of Utilities' Capital Improvement Programming Guide (such as rehabilitating, replacing, and expanding critical infrastructure to ensure reliability and safety of the City's sewer system).

Economic Impacts: This project is expected to create 1.8304 total jobs (1.05248 direct jobs and 0.77792 jobs through indirect and induced activities) and create \$282,538.26 in total economic output (\$178,086.02 of direct output and another \$104,452.23 of output through indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations: This project is exempt from the California Environmental Quality Act (CEQA) under Class 1, Section 15301 (Existing Facilities) and Class 2, Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines. The project consists of the restoration or rehabilitation of existing deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety (CEQA Guidelines Section 15301); and replacing existing utility systems involving negligible expansion of capacity (CEQA Guidelines Section 15302).

Sustainability: The proposed project is consistent with the 2040 General Plan goal PFS-3.1, "Provision of Adequate Utilities", as the City continues to provide reliable water, wastewater and stormwater drainage utility services, and with PFS-3.8, "Capital Improvement Programming", as the City is giving high priority to fund the replacement of critical infrastructure that has reached the end of its useful life, considering probability and risk of infrastructure failure.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The project was advertised (B26141311004) and two bids were received and opened on March 18, 2026. Subterra Construction, Inc. was the lowest responsible bidder. The bid results are as follows:

Contractor	Amount
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Subterra Construction, Inc.	\$457,600
Soracco, Inc.	\$493,200

The Engineer’s construction cost estimate was \$352,908.

The bids exceeded the Engineer’s construction cost estimate primarily due to the elevated groundwater levels present in the Pocket area. High groundwater conditions increase the complexity and risk associated with excavation and pipe installation, resulting in higher unit costs. Contractors accounted for potential groundwater contamination, dewatering requirements, and the need for reinforced shoring to safely perform trench excavation in these conditions.

The original Engineer’s estimate assumed more conservative base excavation and pipe installation unit costs because a separate bid item was included to address groundwater-related activities. However, based on the bids received, information available at the time of the Engineer’s estimate did not fully capture the level of uncertainty and risk associated with groundwater conditions. As a result, contractors incorporated higher costs into their base bid items to account for the unpredictability of groundwater excavation, leading to bids that exceeded the Engineer’s estimate.

Financial Considerations: Sufficient funds exist in the Sewer Unplanned Repairs Program (X14120300, Fund 6006) to award a contract to Subterra Construction, Inc. for an amount not to exceed \$457,600.

There are no General Funds allocated or planned for this project.

Local Business Enterprise (LBE): Subterra Construction, Inc. is not an LBE but has partnered with Granite Construction Supply for this project to exceed the minimum LBE participation requirement. Granite Construction Supply will provide trench backfill and street restoration material.

AGREEMENT

(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 20__, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and SubTerra Construction, Inc. ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

- Notice to Contractors
- Proposal Form submitted by the Contractor
- Instructions to Bidders
- Subcontractor and Local Business Enterprise Participation Form
- Drug-Free Workplace Policy and Affidavit
- Construction and Demolition (C&D) Debris Recycling Requirements
- Workers' Compensation Insurance Certification
- Federal or State funding requirements (if applicable)
- Local Business Enterprise (LBE) Requirements
- Requirements of the Non-Discrimination in Employee Benefits Code
- Ban-The-Box Requirements
- CWTA Requirements (if applicable)
- Addenda, if any
- This Agreement
- Standard Specifications
- Special Provisions
- Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract
- Project Progress Payment Application
- Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on November 10, 2020 (Resolution No. 2020-0354), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. 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 in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

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 any of the terms and conditions 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, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

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

Pocket Road Sewer Replacement at East Shore (PN:X14120309)

Including the Work called for in the following alternative bid items described in the Proposal Form:

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed \$457,600.00 , as set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

- A. For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and
- B. For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the

Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS 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 or about the first of the month, the Engineer, as defined in section 1-25 of the Standard Specifications ("Engineer"), shall present to the Contractor a statement, which may be in the form of a Project Progress Payment Application, showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve and execute the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for payment of ninety-five (95) percent of the amount in the statement it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- B. Contractor's written approval and execution of the statement shall contain a signed certification under penalty of perjury under the Laws of the State of California that all items, units, prices, and quantities listed in the monthly estimate are correct, and that all Work has been performed, and materials supplied in full accordance with the conditions of applicable laws, rules, and regulations, and the Contract Documents.
- C. No inaccuracy or error in said monthly statements or estimates shall operate to release Contractor 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 statement, certificate, or estimate for payment.
- D. Contractor shall not be paid for any defective or improper Work.
- E. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section

22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

- F. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.
- G. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. PUBLIC WORKS REQUIREMENTS

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

8. PERFORMANCE AND PAYMENT BONDS

Contractor must provide a Performance Bond and a Payment Bond to the City, each for a sum equal to one-hundred percent (100%) of the Contract amount. Each Bond shall be executed by a surety insurer admitted and duly authorized to transact business in the State of California. If the amount of this Contract is increased, Contractor shall increase the amount of the Performance and/or Payment bond if and to the extent required by the City.

9. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

10. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall 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. The 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, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

11. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 90 working days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

12. 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, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

13. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

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

The City 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.

15. NO WAIVER OF REMEDIES

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

16. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided 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. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public 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 both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 16, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

17. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages

sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

- B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of \$3,600 for each working day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

- C. 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 that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

18. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or

in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

- B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 18, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 18 shall survive any expiration or termination of the Contract.

19. 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, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

20. GENERAL LIABILITY OF CONTRACTOR

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

21. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 21.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than two million dollars (\$2,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- (2) Automobile Liability Minimum Scope and Limits of Insurance Coverage.
(Check the applicable provision)

Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If,

however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

- (3) Excess Insurance: The Contractor may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

- (4) Workers' Compensation Minimum Scope and Limits of Insurance Coverage. *(Check all applicable provisions)*

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

B. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies will not affect coverage provided to City, its officials, employees, or volunteers.
- (3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

C. Waiver of Subrogation.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 21 must be declared to and approved by the City in writing prior to execution of this Contract.

E. Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Copies of policies shall be delivered to the City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

(2) Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

(3) Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

(4) The City may withdraw its offer of contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The City may withhold payments to Contractor or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

F. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Section 21.

22. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such

failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have 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. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section 22.

23. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a 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 Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; 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 that 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 any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire 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) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

24. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) 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 written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth 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 or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

25. EXTENSION OF TIME

If the Contractor complies with Section 24, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or 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 provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein 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 for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

26. 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 or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other

procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

27. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. 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.

28. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

29. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the

convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

- A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- C. For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 16 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

30. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion 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 violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the

Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments 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 or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 28 and 29 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

31. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 30 above.

32. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 30 or Section 31 above:

- A. The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.
- B. The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

33. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing

the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

34. REPRESENTATIVES OF THE PARTIES.

A. City Engineer.

- (1) The Engineer for this Contract is:

*Angelo Vasquez / Assistant Engineer
1395 35th Avenue Sacramento, CA 95822
916-808-1701 / arvasquez@cityofsacramento.org*

- (2) All Contractor questions and correspondence pertaining to this Contract must be addressed to the Engineer. In the event the City hires a third-party consultant to assist with construction management, the Engineer may direct Contractor to copy such consultant on questions and correspondence, but such a request does not constitute a delegation of authority to the third-party consultant to serve as the Engineer (i.e., any alterations, deviations, additions to, or deletions from the Work or any of the Contract Documents, must be authorized by the Engineer, not a third-party consultant, pursuant to a properly executed change order).

B. Contractor Representative.

- (1) The Contractor Representative for this Contract is:

SubTerra Construction
1485 Bayshore Blvd, MB 240, STE 440, San Francisco, CA 94124
415-565-1244 / office@subterraconstruction.com

- (2) All City questions pertaining to the Contract shall be referred to the Contractor Representative. All correspondence to Contractor shall be addressed to the Contractor Representative.

- C. Notice. Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given: (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Contract; or (iii) if transmitted by email, by the time stated on the intended recipient's email.

35. USE TAX REQUIREMENTS

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.
- B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

36. NON-DISCRIMINATION IN EMPLOYEE BENEFITS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.54, entitled “Requirements of the Non-Discrimination in Employee Benefits Code.” By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor’s compliance. Any violation by Contractor of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies.

37. CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.62, entitled “Ban-The-Box Requirements.” By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor’s compliance. Any violation by Contractor of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the City may

terminate the Agreement and pursue all available legal and equitable remedies. Contractor agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.

38. DEBARMENT CERTIFICATION

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
- (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
- (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. Contractor further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions

by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

- C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.
- D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The Contractor shall provide immediate written notice to the City if, at any time prior to execution, the Contractor learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

39. COMMUNITY WORKFORCE TRAINING AGREEMENT *(Check below if the engineer's estimate of the total construction cost of the project or the actual cumulative bid amounts submitted by Contractor exceed \$1,000,000.)*

The work to be completed under this Agreement is subject to the City's Community Workforce Training Agreement ("CWTA") and CWTA Program. A copy of the CWTA and summary of its requirements are attached hereto as Exhibit X.

Prior to executing this Agreement, Contractor has executed Addendum A to the CWTA. All subcontractors (listed or hired after the time of bid or award) must also execute Addendum A to the CWTA prior to performing any Work.

Contractor must include the provisions of this section, as well as a copy of Exhibit X, in every subcontract for Work covered by the CWTA.

Failure to sign and submit Addendum A shall be grounds for subcontractor substitution and/or for the City to withhold payment for the Work performed in the absence of the necessary Addendum A. Failure to satisfy the requirements of the CWTA and demonstrate a good faith effort to meet any Local Hire and Priority Apprenticeship Goals (if applicable), may result in a determination that the Contractor does not meet the City's minimum qualifications to bid on future projects for the City of Sacramento.

Pocket Road Sewer Replacement at East Shore

(PN: X14120309) (B26141311004)

Engineer's Estimate: \$352,908

For Pre-Bid Information Call:

Separate Plans

Angelo Vasquez
Assistant Engineer
(916) 808-1701

Bid to be received before 2:00 PM
3/18/2026
Security Desk, 1st Floor (City Clerk in-box)
New City Hall
915 I Street, Sacramento, CA 95814

LBE PROGRAM PARTICIPATION

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Procurement Services at (916) 808-6240, or visit the City of Sacramento's small business web site at: <http://portal.cityofsacramento.org/Finance/Procurement/Bid-Information#bidding-options>

Pocket Road Sewer Replacement at East Shore

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C & D Debris Haulers & Facilities

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CALIFORNIA LABOR CODE RELATING TO APPRENTICES

<http://www.dir.ca.gov/dlse/dlsePublicWorks.html>

TAX FORMS (REQUIRED UPON AWARD)

W-9 <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

CA Form 590..... <https://www.ftb.ca.gov/forms/2026/2026-590.pdf>

CA Form 587 <https://www.ftb.ca.gov/forms/2025/2025-587.pdf>

SPECIAL PROVISIONS

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, New City Hall, located at 915 I Street, 5th Floor, Mayor's Reception Desk, up to the hour of 2:00 p.m. on **3/18/2026** and opened at and read after 2:00 p.m. on **3/18/2026**, or as soon thereafter as business allows, in the Hearing Room, 2nd Floor Room, in Historic City Hall, for construction of:

Pocket Road Sewer Replacement at East Shore

(PN: X14120309) (B26141311004)

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Chapter 3.60 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum the Bid Proposal. The City reserves the right to reject proposals or to waive any error or omission in any Bid Proposal received. Signed proposals shall be submitted on the printed forms contained herein and enclosed in an envelope marked:

SEALED PROPOSAL FOR Pocket Road Sewer Replacement at East Shore

(PN: X14120309) (B26141311004)

You can view and download the plans and Contract Documents from:

PLANET BIDS

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#>

The contractor and all subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk and available to any interested party on request. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any construction project of \$25,000 or less, or an alteration, demolition, repair, and maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal is via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor is given a Log On identification and password to access the City of Sacramento's reporting system.

Use of the system may entail additional data entry of weekly payroll information including employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

LBE INFORMATION

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Procurement Services at (916) 808-6240, or visit the City of Sacramento's small business web site at: <http://portal.cityofsacramento.org/Finance/Procurement/Bid-Information#bidding-options>

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PLANET BIDS

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#>

The contractor and all subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk and available to any interested party on request. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any construction project of \$25,000 or less, or an alteration, demolition, repair, and maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal is via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor is given a Log On identification and password to access the City of Sacramento's reporting system.

Use of the system may entail additional data entry of weekly payroll information including employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices. Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this invitation to bid shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing. The term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5th Floor, Sacramento, CA 95814.

The Project Manager's contact information is:

Angelo Vasquez, Department of Utilities, Engineering & Water Resource Division
1395 35th Avenue, Sacramento, CA 95822
Phone: (916) 808-1701 / Fax: (916) 808-1497/Email arvasquez@cityofsacramento.org

BAN-THE-BOX REQUIREMENTS

INTRODUCTION

On September 6, 2016, the City of Sacramento enacted an ordinance regarding criminal conviction information in the employment application process (the “Ban-the-Box Ordinance”), which added Chapter 3.62 to the Sacramento City Code and amended Section 2.40.050 of the Sacramento City Code. The Ban-the-Box Ordinance prohibits “covered employers” from asking an applicant for employment to disclose, orally or in writing, information concerning the criminal conviction history of the applicant, including any inquiry about criminal conviction history on any employment application, until the employer has determined the applicant meets the minimum employment qualifications stated in any notice issued for the position.

APPLICATION

“City Contract”

The Ban-the-Box Ordinance applies to all “city contracts.” The term “city contract” means a contract awarded after January 1, 2017 to a “covered employer” for services or a public project in return for compensation of \$250,000 or more. The term “city contract” includes contracts for services or public projects that were awarded for an amount less than \$250,000 but were amended to increase the total compensation to \$250,000 or more. The Ban-the-Box Ordinance also applies when the aggregate value of all contracts for services or public projects the City has awarded to the same “covered employer” within the previous 12 months is \$250,000 or more.

The Ban-the-Box Ordinance does not apply to: (1) contracts awarded by the City Manager in response to an emergency; and (2) contracts for the purchase or lease of equipment, supplies, or other personal property, even if they include incidental services such as delivery, installation, or maintenance.

“Covered Employer”

The Ban-the-Box Ordinance only applies to “covered employers.” The term “covered employer” means a person who is a party to a “city contract” and has at least 20 employees working either full or part time. The number of employees that a contractor has is determined by adding the contractor’s employees and the employees of any “related person.” A person is a “related person” when any of the following circumstances exists:

- (1) The person and the person that is a party to a “city contract” are both corporations and:
 - (a) Share a majority of members of their governing boards; or
 - (b) Have two or more officers in common; or
 - (c) Are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation’s voting power); or
 - (d) Are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation’s voting power).
- (2) The person otherwise controls and directs, or is controlled and directed by, the person that is a party to a city contract, as determined by the City Manager, or City Manager designee.

The term “covered employer” includes a subcontractor providing services under a “city contract” if the subcontractor has at least 20 employees, whether full- or part-time, or the amount of the subcontract is at least 25% of the amount of the “city contract.”

The term “covered employer” does not include any unit of federal, state or local government.

Exceptions

The Ban-the-Box Ordinance provisions do not apply to: (1) a position for which a “covered employer” is otherwise required by law to conduct a criminal conviction history background check; or (2) a position that will not involve work pursuant to a “city contract.” Additionally, the Ban-the-Box Ordinance does not prevent a “covered employer” from conducting a criminal conviction history background check in subsequent stages of the application process after initially determining whether the applicant meets the minimum employment qualifications.

COMPLIANCE

It is the contractor’s responsibility to determine whether the aggregate value of \$250,000 or more has been met, and to notify the City in writing whenever this is the case. It is also the contractor’s responsibility to ensure that all of its subcontractors who are covered by the Ban-the-Box Ordinance comply with the provisions of the Ban-the-Box Ordinance by including these requirements in all subcontracts covered by the Ban-the-Box Ordinance.

VIOLATIONS AND MONITORING

The Ban-the-Box Ordinance provides that any violation of the Ban-the-Box Ordinance by a “covered employer” constitutes a material breach of the contract, and authorizes the City to terminate the contract. The City may also enforce the Ban-the-Box Ordinance by investigating any alleged violation (but any failure of the City to investigate does not create a right of action against the City). The City may further require “covered employers” to verify compliance.

ADDITIONAL INFORMATION

For a complete description of the Ban-the-Box Ordinance provisions related to City contracts, refer to the Ban-the-Box Ordinance, codified at Sacramento City Code Chapter 3.62. The Sacramento City Code is available on the internet at www.cityofsacramento.org.

For more information on the City’s Ban-the-Box Ordinance, contact Procurement Services at 916-808-6240 or email Purchasing@cityofsacramento.org.

Contractor's Name: _____
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **3/18/2026**, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor's Reception Desk, Sacramento, California and opened at **2:00 PM**, or as soon thereafter as business allows, on **3/18/2026**, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, 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

Pocket Road Sewer Replacement at East Shore

(PN: X14120309) (B26141311004)

in the City and County of Sacramento, California.

TOTAL BID: _____ (\$_____).

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	LS	\$_____	\$_____
2	Traffic Control	1	LS	\$_____	\$_____
3	Preconstruction Photographs	1	LS	\$_____	\$_____
4	Utility Potholing	1	LS	\$_____	\$_____
5	Dewatering	1	LS	\$_____	\$_____
6	Bypass Pumping	1	LS	\$_____	\$_____
7	21-inch Separated Sewer Pipe to Place	50	LF	\$_____	\$_____
8	Concrete Collar	1	LS	\$_____	\$_____
9	Manhole to Remove, No. 4 Manhole Installation with Drop Connection	1	EA	\$_____	\$_____
10	6" Asphalt Concrete Pave	284	TON	\$_____	\$_____
11	CCTV Inspection	50	LF	\$_____	\$_____
12	Unmarked Utility Crossing	14	EA	\$_____	\$_____
13	Unsuitable Material, Removal, and Replacement	10	CY	\$_____	\$_____

TOTAL BID: \$_____

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

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **3/18/2026**, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Mayor's Reception Desk, Sacramento, California and opened at **2:00 PM**, or as soon thereafter as business allows, on **3/18/2026**, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, 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

Pocket Road Sewer Replacement at East Shore

(PN: X14120309) (B26141311004)

in the City and County of Sacramento, California.

TOTAL BID: Four Hundred Fifty Seven Thousand Six Hundred Dollars (\$ 457,600.00).

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	LS	\$ 50,000.00	\$ 50,000.00
2	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
3	Preconstruction Photographs	1	LS	\$ 500.00	\$ 500.00
4	Utility Potholing	1	LS	\$ 2,000.00	\$ 2,000.00
5	Dewatering	1	LS	\$ 30,000.00	\$ 30,000.00
6	Bypass Pumping	1	LS	\$ 25,000.00	\$ 25,000.00
7	21-inch Separated Sewer Pipe to Place	50	LF	\$ 5,000.00	\$ 250,000.00
8	Concrete Collar	1	LS	\$ 2,500.00	\$ 2,500.00
9	Manhole to Remove, No. 4 Manhole Installation with Drop Connection	1	EA	\$ 20,000.00	\$ 20,000.00
10	6" Asphalt Concrete Pave	284	TON	\$ 150.00	\$ 42,600.00
11	CCTV Inspection	50	LF	\$ 40.00	\$ 2,000.00
12	Unmarked Utility Crossing	14	EA	\$ 500.00	\$ 7,000.00
13	Unsuitable Material, Removal, and Replacement	10	CY	\$ 100.00	\$ 1,000.00

TOTAL BID: \$ 457,600.00

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

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

_____ CERTIFIED CHECK

_____ MONEY ORDER

_____ CASHIERS' CHECK

 X BID BOND

FOR CITY USE ONLY

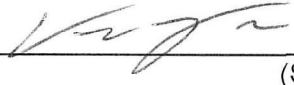
TYPE OF DEPOSIT

- Bid Bond
- Cashier/Certified Check
- Other _____

Reviewer's Initials: _____

CONTRACTOR

Addendum No. 1 _____ SubTerra Construction, Inc

Addendum No. 2 _____ By: 
(Signature)

Addendum No. 3 _____ Title Kevin Fitzpatrick - President

Addendum No. 4 _____ Address 1485 Bayshore Blvd, MB 240, STE 440
No PO Box – Physical Address ONLY

San Francisco California 94124
City STATE Zip Code

Telephone No. 415-565-1244

Fax No. 415-651-7552

Email office@subterraconstruction.com

(Federal Tax ID # or Social Security #)
Under penalty of perjury, I certify that the Taxpayer Identification Number
and all other information provided here are correct.

83-4706984

DIR Registration Number: PW-LR-1000450072

Valid Contractor's License No. 1056913 Classification A, C34 is held by the bidder.

Expiration date 08/31/2027 Representation made herein are true and correct under penalty of perjury

(PN: X14120309) (B26141311004)

REQUIRED DOCUMENT IN SEALED BID PROPOSAL

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Contract award and prior to award of the Contract by the City Council.

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

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

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item of work.

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

It is understood that this bid is based upon completion of the work within a period of **60 working days** commencing on the date specified in the Notice to Proceed.

The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **\$3,600 for each working day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work

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

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3.60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within sixty (60) working days after opening of the Proposals. The City reserves the right to reject any and all bids.

BID PROPOSAL GUARANTEE

PRINCIPAL (Contractor legal name and business address) <u>SUBTERRA CONSTRUCTION, INC.</u> <u>1485 Bayshore Blvd., MB240, Ste 440, San Francisco, CA 94124</u>	Type of Organization ("X" one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co. Other: _____ State of Organization formation: <u>California</u>
SURETY (Name and business address,) <u>GREAT AMERICAN INSURANCE COMPANY</u> <u>1255 Treat Blvd., Suite 336</u> <u>Walnut Creek, CA 94597</u> a corporation duly organized under the laws of the State of <u>Ohio</u> and duly licensed to issue this bond as authorized by the State of California. California License No. <u>0B97992</u>	(agent name and phone number) <u>Nip Pham</u> <u>650-903-0088</u>

OBLIGATION: We, the Principal and the Surety, bind ourselves, our heirs, executors, administrators and successors, jointly and severally, to the City of Sacramento ("City") as Obligee for the penal sum of ten percent (10%) of the total amount of the Principal's bid proposal submitted to the City for the project described below, to guarantee that Principal will accept the City's award of the project contract.

THE CONDITION OF THIS OBLIGATION IS -

That if the Principal has submitted a bid proposal to the City by the bid proposal due date as set forth in the invitation to bid, which date may be extended by City, for the project described as follows:

Project Name: Pocket Road Sewer Replacement at East Shore
Project Number: X14120309
Bid Transaction Number: B26141311004

AND if the City awards the contract for the project to the Principal within the time and manner required under the invitation to bid, and the Principal (j) enters into a written contract, in the prescribed form, in accordance with the bid proposal, (ii) files two bonds with the City to guarantee faithful performance and payment for labor and materials, and (iii) files the required insurance policies with the City, all as required by the invitation to bid or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect. The Surety agrees that this obligation is not impaired by any extensions of the time for the award of the contract Principal may grant to City, and any notice to Surety of such time extension is waived. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS WHEREOF, Surety has executed this Bid Proposal Guarantee on the day set forth in the attached notary acknowledgment. Attach Surety power of attorney form to verify signator's authority.

Principal/Contractor: SUBTERRA CONSTRUCTION, INC.

Surety: GREAT AMERICAN INSURANCE COMPANY

By: [Signature]
 Name: KEVIN FITZPATRICK

By: [Signature]
 Name: An M. Pham 03/10/2026

Title: PRESIDENT

Title: Attorney-in-Fact

(Seal)

Revised: 2020

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 15067

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NIP PHAM	ALL OF	ALL
TUAN PHAM	CUPERTINO	\$100,000,000
SUSAN E. BARRETT		
AN M. PHAM		

It is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **14TH** day of **MAY**, 2025

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. B.
Assistant Secretary

John K. Webster
Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **14TH** day of **MAY**, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **10th** day of **March**, 2026



Steph C. B.
Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

On MARCH 10, 2026 before me, Christina M. Ribeiro Tindall, Notary Public
(insert name and title of the officer)

personally appeared An M. Pham
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Christina M. Ribeiro Tindall (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On March 18, 2026 before me, Deborah Ogburn - Notary Public
(insert name and title of the officer)

personally appeared Kevin Fitzpatrick
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





**SUBCONTRACTOR AND LOCAL BUSINESS ENTERPRISE PARTICIPATION FORM
FOR PUBLIC PROJECTS OVER \$250,000
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL**

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work, services or materials listed. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.


COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Prime Contractor Name	SubTerra Construction, Inc.
(REQUIRED) Prime Contractor DIR Registration #	PW-LR-1000450072

Business Name	Granite Construction Supply	Subcontractor or Supplier? <i>(Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)</i>	<input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Supplier
CSLB/Professional License #	N/A	DIR Registration # <i>(10 digits)</i>	N/A
Address	4105 Bradshaw Rd	Does this subcontractor or supplier qualify as an LBE?	Yes
City, State, Zip	Sacramento, CA 95827	Estimated dollar value of work, services or materials to be performed of provided	\$ 25,000
Contact Person	Dale Evans	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	dale.evans@gcinc.com	Backfill, Drain Rock, AC, and other Restoration Material	
Phone	916-855-4459		

Business Name	J&H Markings, Co. Inc.	Subcontractor or Supplier? <i>(Concrete delivery companies, temp fence companies that perform labor of installing or removing fencing and surveyors require DIR Registration)</i>	<input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier
CSLB/Professional License #	1001121	DIR Registration # <i>(10 digits)</i>	1000057669
Address	2627 La France Dr	Does this subcontractor or supplier qualify as an LBE?	Yes
City, State, Zip	Carmichael, CA, 95608	Estimated dollar value of work, services or materials to be performed of provided	\$ 5,000
Contact Person	Jose Hurtado	Type of Work, Services, or Materials to be provided to complete contract.	
Email Address	teams@jmarkinsco.com	Striping	
Phone	916-404-2051		

I hereby certify that each subcontractor listed on this LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

	Kevin Fitzpatrick - President	3/18/2026	\$ 457,600.00
Signature (Principal of Firm)	Title	Date	Total Bid Amount (including additive alternates if applicable)

LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

- YES - the firm submitting the bid is qualified as a local business enterprise.
- NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

QUESTIONNAIRE

NOTICE: For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. **Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:**
1056913 - Class A EXP: 08/31/2027 CLASS C34 EXP: 08/31/2027

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at any time in the last five years?
 Yes No
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No

6. Answer either subsection A or B, as applicable:

- A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

Yes No Not applicable

OR

- B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

Yes No Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

Yes No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: $(N/EH) \times 200,000$, where

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)

EH = total hours worked by all employees during the calendar year

200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

Yes No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?


NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at San Francisco, on 03/18/2026
(Location) (Date)

Signature: 

Print name: Kevin Fitzpatrick

Title: President

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to contracts for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use of occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees; "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

SubTerra Construction, Inc

Name of Contractor

1485 Bayshore Blvd, MB 240, STE 440, San Francisco, CA 94124

Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000.00 as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000.00 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to

the domestic partner or to the spouse.

- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee,

for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

03/18/2026

Date

Kevin Fitzpatrick

Print Name

President

Title



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May ...

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St, 2nd Floor
Sacramento, CA 95814-2714

- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney's fees and costs



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St, 2nd Floor
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

REQUIREMENTS FOR THE LOCAL BUSINESS ENTERPRISE PROGRAM
(LBE Program)

INTRODUCTION

The City of Sacramento has a Local Business Enterprise (LBE) Program to provide enhanced opportunities for local businesses to participate in the City's procurement and contracting activities. The Program began with an LBE Preference for bid and proposal evaluation. The Program was then expanded to require minimum LBE Participation levels in specific contracts.

APPLICATION

As summarized in the table below, there are two components to the LBE Program:

1. LBE Preference: For certain contracts, a 5% LBE Preference is applied during the bid evaluation process.
2. LBE Participation Requirement: For certain contracts, a minimum 5% LBE participation level is required for a bidder to be considered responsive.

	Contracts Under \$250,000				Contracts \$250,000 or more			
	Goods	Non-Professional Services	Professional Services	Public Projects	Goods	Non-Professional Services	Professional Services	Public Projects
Apply 5% LBE Preference	YES	YES	YES	YES	NO	NO	YES	NO
Apply 5% Minimum LBE Participation Requirement	NO	NO	NO	NO	NO	YES	YES	YES

Local Business Enterprise: A Local Business Enterprise (“LBE”) means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a “legitimate business presence” within City limits or the unincorporated area of Sacramento County.

A “legitimate business presence” within City limits or the unincorporated area of Sacramento County means:

1. An established business entity operating within the selected areas for at least 12 consecutive months prior to submission of bid; and

2. Legally operating a location in the City or unincorporated area of Sacramento County that is either:
 - a. a principal business office or workspace; or
 - b. a regional, branch, or satellite office with at least one full-time employee.

To qualify as an LBE, firms must meet these two requirements prior to the deadline for submission of bids or proposals. Upon the request of the City, firms shall provide proof of legally operating a location within City limits or the unincorporated County with the following documents:

- Tax returns for the business;
- Utility bill in the name of the business;
- Business license; and/or
- Secretary of State filings.

Exceptions

The LBE Program does not apply to procurement processes for contracts funded with federal funds, goods or services purchased through cooperative purchase agreements, or contracts entered into in response to a declared emergency.

LBE PREFERENCE

For contracts under \$250,000, firms that qualify as an LBE will receive a 5% preference on all City procurement opportunities. For professional service contracts only, this preference also applies to procurement opportunities of \$250,000 or more.

For contracts to be awarded in response to a solicitation for bids, a bid or quotation submitted by a firm that qualifies as an LBE will receive a 5% bid evaluation preference for the purpose of determining the lowest responsible bidder. This means that, for bid evaluation purposes, the total price bid by an LBE shall be reduced by 5%. However, this reduction only applies for bid evaluation purposes, and the resulting contract or purchase order will reflect the actual amount bid by the LBE.

For contracts awarded in response to a solicitation for proposals or qualifications, a firm that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

LBE PARTICIPATION REQUIREMENT

For non-professional service, professional service, and public project contracts of \$250,000 or more, a minimum 5% LBE participation level is required. To receive credit for the 5% minimum

participation requirement, bidders must either (a) be an LBE, or (b) subcontract with a qualified LBE.

Under City Code section 3.60.270, when the City establishes a minimum participation level for LBE's on a contract, no contractor shall be considered responsive unless its bid or proposal meets the minimum LBE participation level required.

City may waive or reduce the LBE Participation requirements on some procurement opportunities prior to acceptance of bids or proposals upon authorization from the City Manager or City Manager's designee.

PARTICIPATION LEVEL REQUIREMENTS

LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers, as outlined below.

Participation Credit: To receive credit for LBE participation:

1. An LBE contractor or subcontractor must: (1) be responsible for the execution of a distinct element of the work; (2) possess any license or certification required for the work; and (3) actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor.
2. An LBE supplier must: (1) furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business; and (2) the materials or equipment must be necessary for performance of the work.

Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE Suppliers must be listed on a Subcontractor and LBE Participation Verification Form and submitted with a bid or proposal.

Subcontractors (including Truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on a Subcontractor and LBE Participation Verification Form and submitted with a bid or proposal.

Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking/hauling services, not including any amount paid to the Trucker for the cost of any materials or equipment being transported by the Trucker.

LBE REQUIREMENTS FOR CONTRACTOR

LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid to each LBE subcontractor or supplier.

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE Program or these specifications.

Performance of LBE Subcontractors and Suppliers: The LBE subcontractors and suppliers listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed on the Subcontractor and LBE Participation Verification Form, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:

1. The listed LBE subcontractor or supplier fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
2. The listed LBE subcontractor or supplier becomes bankrupt or insolvent.
3. The listed LBE subcontractor or supplier fails to meet the bond requirements of the Contractor.
4. The work performed or the materials or equipment provided by the listed LBE subcontractor or supplier are unsatisfactory or are not in accordance with the plans and specifications.
5. The listed LBE subcontractor or supplier fails to perform its contractual obligations.
6. It would be in the best interest of the City.

Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications or any other documents required for compliance with these specifications, or failure to utilize one or more LBE's in substantial compliance with the LBE utilization indicated in the Contractor's bid or proposal (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract.

A deduction may be made from the contract amount and the deduction shall not be more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid or proposal. Deduction shall be made from any payment due the Contractor. This is in addition to any deduction that may be made under any other provision of the Contract, the Sacramento City Code, or State law.

Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to the Reporting and Utilization Section above, the City shall provide written notice of the proposed deduction to the Contractor. The Contractor may, no later than 5 working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time, and location of the hearing shall be provided to the Contractor not less than 5 working days prior to the date of the hearing.

The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

Written Notices: The written notices and request described above shall be provided by registered or certified mail (return receipt requested), by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by personal delivery shall be deemed received on the date of delivery.

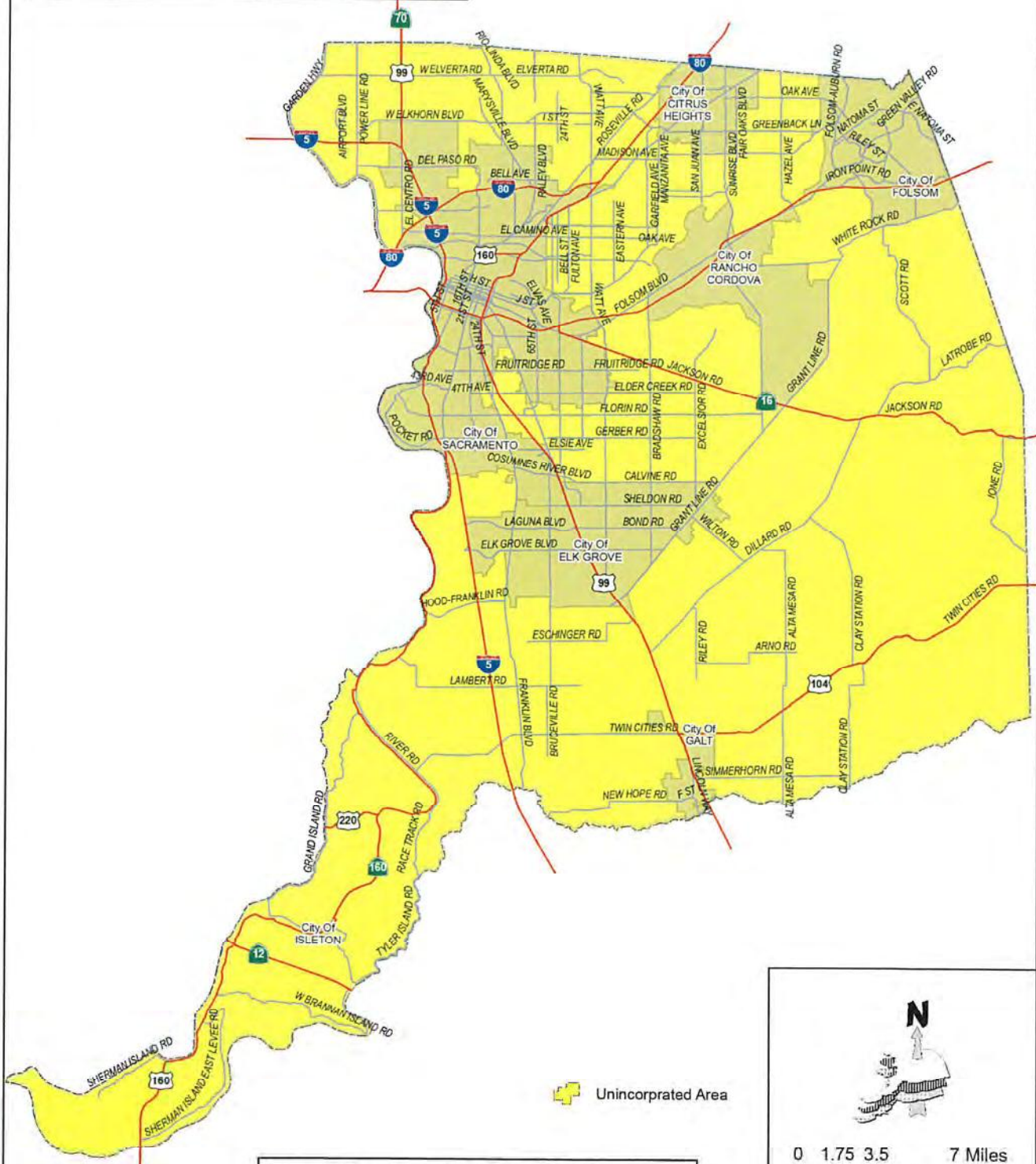
LBE status is applicable to the following:

- Any Sacramento addresses which encompasses both the City & unincorporated Sacramento County – including neighborhoods like Rosemont, Antelope, Foothill Farms & Walerga.
- North Highlands
- Carmichael
- Fair Oaks
- Orangevale

The map below can be found at: <http://www.311.saccounty.net/Pages/Sacramento-County-Maps.aspx>



UNINCORPORATED AREAS



for more information about a specific address
visit our Assessor Parcel Viewer at www.sacgis.org

0 1.75 3.5 7 Miles

Doc Date: May, 2014

For an interactive map showing exact address locations within the City of Sacramento or unincorporated County of Sacramento: http://generalmap.gis.saccounty.net/ISViewer/county_portal.html

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 15067

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NIP PHAM	ALL OF	ALL
TUAN PHAM	CUPERTINO	\$100,000,000
SUSAN E. BARRETT		
AN M. PHAM		

It is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **14TH** day of **MAY**, 2025

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

John K. Webster

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **14TH** day of **MAY**, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **30th** day of **March**, 2026



Stephen C. Beraha

Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

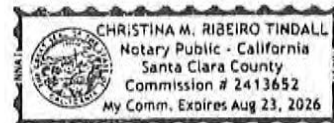
State of California
County of Santa Clara)

On MARCH 30, 2026 before me, Christina M. Ribeiro Tindall, Notary Public
(insert name and title of the officer)

personally appeared An M. Pham
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Christina M. Ribeiro Tindall (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On March 31, 2026 before me, Deborah Ogburn - Notary Public
(insert name and title of the officer)

personally appeared Kevin Fitzpatrick
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CITY OF SACRAMENTO
PAYMENT BOND
Department of Utilities

Bond No.: F494126
Premium: Included in Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to:

SubTerra Construction, Inc.
1485 Bayshore Blvd MB 240, Suite 440
San Francisco, CA 94124

hereinafter called Contractor, a contract for construction of:

Pocket Road Sewer Replacement at East Shore
(PN: X14120309) (B26141311004)

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):

GREAT AMERICAN INSURANCE COMPANY - 1255 Treat Blvd., Suite 336, Walnut Creek, CA 94597, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum : **Four Hundred Fifty Seven Thousand-Six Hundred Dollars (\$457,600)** on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, 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, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on March 27, 2026.

SUBTERRA CONSTRUCTION, INC.
(Contractor) (Seal)
By: _____
Title: President, Kevin Fitzpatrick

ORIGINAL APPROVED AS TO FORM:

City Attorney

GREAT AMERICAN INSURANCE COMPANY
(Surety) (Seal)
By: [Signature]
Title An M. Pham, Attorney-in-Fact
Agent Name and Address: South Bay Bonding Insurance Services, Inc.
21060 Homestead Road, Suite 100, Cupertino, CA 95014
Agent Phone #: 650-903-0088
Surety Phone #: 925-988-2245
California License # 0B97992
Surety Email: wwilson@gaig.com

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by **FOUR**
this power of attorney is not more than

No. 0 15067

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NIP PHAM	ALL OF	ALL
TUAN PHAM	CUPERTINO	\$100,000,000
SUSAN E. BARRETT		
AN M. PHAM		

It is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **14TH** day of **MAY**, 2025 .

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

John K. Webster

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **14TH** day of **MAY**, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **30th** day of **March**

2026



Stephen C. Beraha

Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

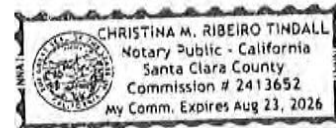
On MARCH 30, 2026 before me, Christina M. Ribeiro Tindall, Notary Public
(insert name and title of the officer)

personally appeared An M. Pham,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christina M. Ribeiro Tindall (Seal)



ACKNOWLEDGMENT

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State of California
County of San Francisco)

On March 31, 2026 before me, Deborah Ogburn - Notary Public
(insert name and title of the officer)

personally appeared Kevin Fitzpatrick,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R. C. Fischer & Co. P.O. Box 8101 Walnut Creek CA 94596 License#: 0142335 SUBTCON-01	CONTACT NAME: Jen Hitois PHONE (A/C. No. Ext): 925-627-5458 E-MAIL ADDRESS: jhitois@rcfischer.com	FAX (A/C. No): 925-932-0962	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Subterra Construction, Inc. 1485 Bayshore Blvd, MB240, STE440 San Francisco CA 94124	INSURER A: The Travelers Indemnity Company of Connecticut		25682
	INSURER B: State Compensation Insurance Fund		35076
	INSURER C: Travelers Property Casualty Company of America		25674
	INSURER D: Underwriters At Lloyd's, London		15792
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1873196562

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CO-9X538314	11/15/2025	11/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA-A1586964	11/15/2025	11/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-A1743741	11/15/2025	11/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	9259474-25	11/15/2025	11/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	POLLUTION RENTED/LEASED EQUIPMENT			CPLI01513001 CO-9X538314	11/15/2025 11/15/2025	11/15/2026 11/15/2026	POLL LIMIT/AGG/DED \$2MM/\$2MM/\$2,500 R/L LIMIT/DED \$500,000/\$2,500 R/L THEFT DED \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Pocket Road Sewer Replacement at East Shore Project in Sacramento

The City, its officials, employees, and volunteers are named as additional insured per CGD2460419. Insurance is primary per CGT1000219 & CAT4990216.

Waiver of subrogation applies per State Fund form.

CERTIFICATE HOLDER**CANCELLATION**
City of Sacramento
c/o EXIGIS LLC
P.O. Box 947
Murrieta CA 92564

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.



**Endorsement Agreement
Waiver of Subrogation
Blanket Basis**

Home Office
San Francisco
All Effective Dates are
at 12:01 AM Pacific
Standard Time or the
Time Indicated at
Pacific Standard Time

9259474-25
Renewal
NA
3-26-36-23
Page 1 of 1

**Effective November 15, 2025 at 12:01 AM and
Expiring November 15, 2026 at 12:01 AM**

**SUBTERRA CONSTRUCTION, INC.
1350 VAN DYKE AVE
SAN FRANCISCO, CA 94124**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule.

This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 2.00% of the total policy premium.

Schedule

<u>Person or Organization</u>	<u>Job Description</u>
Any person or organization for whom the named Insured has agreed by written contract to furnish this waiver	Blanket Waiver of Subrogation

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations in this endorsement.

Countersigned and Issued at San Francisco

Authorized Representative

President and CEO

2572

SF – END


WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

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

SubTerra Construction, Inc

Bidder

By: Kevin Fitzpatrick 

Title: President

Address: 1485 Bayshore Blvd, MB 240, STE 440

San Francisco, CA 94124

Date: March 27, 2026

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)

Construction & Demolition Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
Phone: (916) 808-0965 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Building Permit Numbers	TBD
	<i>Please include all known permit numbers related to this project.</i>
Form submitted by:	SubTerra Construction, Inc 415-565-1244 office@subterraconstruction.com
	<i>Please attach a business card or include your name with a phone number and/or an email address.</i>

This Waste Management Plan (WMP) must be submitted and approved before your building permit(s) will be issued. Only one WMP is required if a project has multiple building permits associated to it (i.e., multiple houses in a subdivision, or multiple related permits at one address). The Administration fee is 0.04% of the job valuation (min \$40, max \$800). If applicable, a security deposit of 1% of the job valuation (max \$10,000) will be required. **The accompanying Waste Log must be submitted within 30 days of final inspection (or permit expiration) of the project, or a fine may be imposed.** Approval may also be delayed if the Waste Log from a previous project is due.

Building Project Information:

Job Address: Pocket Road, near East Shore Drive - City of Sacramento

Contractor: SubTerra Construction, Inc Phone: 415-565-1244

Address: 1485 Bayshore Blvd, MB 240, STE 440, San Francisco, CA 94124 Email: office@subterraconstruction.com

Owner: City of Sacramento Department of Utilities Phone: 916-213-5205

Address: 915 I Street, Sacramento, CA 95814 Email: arvasquez@cityofsacramento.org

Briefly describe the project:

Removal and replacement of City manhole 707UU12 and nearly 50 linear feet of 21-inch separated sewer pipe located in Pocket Road, near East Shore Drive.

Materials Required to be Recycled

65% of all debris must be recycled if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see the Definitions section, on the next page, for more information.

65%
of all debris must
be recycled

Material Management

How the C&D debris will be stored on the project site: Mixed C&D Source-Separated

Company to haul away debris: Self-Haul

Facilities to receive debris: TBD (Authorized Facility)

Waste Log and tickets must be submitted within 30 days of permit being finalized.

Office Use Only:	Approved by: _____	On date: _____
		Fee amount: \$ _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	SubTerra Construction, Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
	Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
5 Address (number, street, and apt. or suite no.). See instructions.		
1485 Bayshore Blvd, MB 240, STE 440		
6 City, state, and ZIP code		
San Francisco, CA 94124		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
8	3	-	4	7	0	6	9	8	4

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date March 27, 2026
------------------	--------------------------	----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2025 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

City of Sacramento

Payee Information

Name

SubTerra Construction, Inc

 SSN or ITIN
 FEIN
 CA Corp no.
 CA SOS file no.

83-4706984

Address (apt./ste., room)

1485 Bayshore Blvd MB 240 STE 440

City (If you have a foreign address, see instructions.)

SA Francisco

State ZIP code

CA 94124

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

 Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

 Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

 Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Kevin Fitzpatrick President Telephone (415) 565-1244Payee's signature  Date 03/31/2026

Search By: Business Name ▼

Enter value to search SubTerra Construction, Inc

Search Business

BUSINESS OPERATION TAX INFORMATION

Business Name	Business Description	Close Date	Action
SUBTERRA CONSTRUCTION, INC.	Service - General		Business Detail

Account Number	1045375
Business Name	SUBTERRA CONSTRUCTION, INC.
Business Description	Service - General
Business Start Date	5/8/2020
Close Date	
Current Expire Date	3/31/2027
Current License Status	Active
Location Street Number	1485
Location Direction	
Location Street Name	BAY SHORE
Location Street Type	BLVD
Location Unit	STE 440
Location City	SAN FRANCISCO
Location State	CA
Location Zip code	94124 - 3002
Mail Street Number	1485
Mail Street Direction	
Mail Street name	BAY SHORE
Mail Unit	STE 440
Mail City	SAN FRANCISCO
Mail State	CA
Mail Zip code	94124 - 3002
Primary Phone number	(415) 565-1244
Principal Owner First name	SUBTERRA
Principal Owner Last Name	CONSTRUCTION INC
Mail Street Type	BLVD

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[Direct link](#)

**CITY OF SACRAMENTO
SPECIAL PROVISIONS
POCKET ROAD SEWER REPLACEMENT AT EAST SHORE
PROJECT NUMBER: X14120309**



January 2026

Prepared by:

Tim Moresco, P.E., Senior Civil Engineer
City of Sacramento
Department of Utilities
1395 35th Avenue
Sacramento, CA 95822

**CITY OF SACRAMENTO
SPECIAL PROVISIONS
FOR
Pocket Road Sewer Replacement at East Shore
X14120309**

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**SPECIAL PROVISIONS
FOR
Pocket Road Sewer Replacement at East Shore
X14120309**

SECTION 1 – GENERAL CONSTRUCTION REQUIREMENTS

1.01 Location, Scope of Work

These Special Provisions cover in general, the removal and replacement of City manhole 707UU12 and nearly 50 linear feet of 21-inch separated sewer pipe located in Pocket Road, near East Shore Drive.

Additional work includes installing dewatering wells, discharge piping, sewer bypass piping, shoring and bracing, asphalt concrete surface restoration, and striping. The Contractor shall provide all labor, materials, tools and equipment, and shall perform all work necessary to complete the subject project in place and make all required connections to the existing sewer system as shown on the Plans and as specified herein.

1.02 Specifications

The work to be performed under this contract shall be done in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento (CSSS), most current, and all addenda, referred to herein as "Standard Specifications". The general requirements of this contract shall be governed by these Special Provisions first, followed by Sections 1 through 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications.

1.03 Time of Award

Time of Award for this contract shall be made within Sixty (60) calendar days after opening of the proposals to the lowest responsible bidder, per Section 3-2 of the Standard Specifications.

1.04 Providing Bonds and Surety

The Contractor shall provide signed agreement and surety bonds within ten (10) calendar days after receipt of notice to award by the City and prior to award by the City Council. The contractor shall be reimbursed for all surety bond costs should the City Council not award a contract.

1.05 Interpretation of Contract Documents

Questions from bidders concerning the interpretation of any portion of the contract documents should be submitted in writing by E-mail (with E-mail delivery receipt request) to the City's Representative at the following address:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
Subject: Contractor Name and questions.

Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

It shall 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 7 calendar days prior to the bid opening date.

1.06 Proof of Compliance with Contract

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of plant, equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

1.07 Order of Work

The contractor shall be responsible to coordinate utilities relocations within the project area. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor within five (5) working days thereafter.

Occasionally, the Contractor may submit a proposed modification of the specified order of work that will be more satisfactory for the work's operation. Contractor shall submit a revised progress schedule if modifications are made to the sequencing of the work.

1.08 Shop Drawings & Submittals

In accordance with Section 5-7 of the Standard Specifications, Contractor shall use the City's Construction Management Integrated Software (CMIS) to prepare and submit for review the following shop drawings and submittals:

1. Construction schedule
2. Order of Work
3. Record Drawings (monthly upon completion of work)
4. Concrete mix design
5. Hot Mix Asphalt (HMA) mix design
6. Quality Control Plan for the Project (manholes, pipe, pipe bedding, backfill, concrete, aggregate base, paving, asphalt, etc.)
7. Traffic Control Plan (TCP)

8. Winterization/Wet Weather Plan (If needed)
9. Water Quality Control Plan
10. Proposed Pipe Material and Fittings
11. Manhole materials
12. Pipe Bedding
13. Aggregate Base
14. Controlled Density Fill (CDF)
15. Temporary Diversion of Flows/Bypass Plan
16. Dewatering Plan
17. Public Notification Plan
18. Sheeting and Shoring Plan
19. Preconstruction Photos/Videos
20. Post-Construction CCTV Inspection Videos
21. Trench Plates (including calculations for size and thickness)
22. Surface Restoration Plan (open spaces, streets).
23. Health and Safety Plan

All submittals shall be reviewed and approved prior to starting work unless otherwise approved by the Engineer.

Contractor is advised that at the Engineer's discretion, the above list may be expanded to include additional items to which Section 5-7 of the Standard Specifications will apply. Contractor shall keep one copy of the approved Traffic Control Plan and the Water Quality Control Plan at the construction site at all times.

1.09 Project Sign

Prior to beginning any onsite work, the contractor shall install a total of 1 project sign. The sign shall be supplied by the City and are approximately 30-inches by 54-inches. Location and height of sign installation shall be as directed by the Engineer. In general, the sign shall be installed a minimum of seven (7) feet and maximum of ten (10) feet above surrounding grade. If acceptable to the Engineer an existing signpost may be used, otherwise, the Contractor shall be required to install a new post. Each sign and post installed by the Contractor shall be removed at the end of the project and the sign returned to the City.

1.10 Manufacturer's Instructions

Contractor shall comply with manufacturer's installation instructions and procedures in accordance with Section 5-16 of the City Standard Specifications.

1.11 Project Scheduling

The Contractor shall submit a detailed schedule showing all items of work at least ten (10) days prior to initiating onsite construction. The schedule shall include the proposed sequencing of construction activities. The schedule shall be submitted, reviewed, and updated in accordance with Section 7-2 of the Standard Specifications. No progress

payments will be made for work completed prior to acceptance of the schedule. The Contractor shall submit a revised progress schedule within 5 working days of the Engineers written request.

Contractor shall plan to attend regular weekly construction coordination meetings throughout the duration of the construction work and shall anticipate 1 to 1-1/2 hours each meeting. Weekend and night work where approved by City will be performed in accordance with Section 7-4 of the Standard Specifications and shall comply with the noise ordinance in Chapter 8.68 of the Sacramento City Code.

When change orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the Construction Manager a written Time Impact Analysis (TIA) illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date. Each TIA shall demonstrate how the Contractor proposes to incorporate the change order, delay, or Contractor request into the Schedule. The analysis shall demonstrate the time impact based on the date of occurrence of the change, delay or revision; the status of construction at that point in time, and the impact of all affected activities. The event times used in the analysis shall be those included in the latest updated copy of the CPM Schedule or as adjusted by mutual agreement between the Construction Manager and Contractor.

The TIA must:

- a. Illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone.
- b. Use the accepted schedule that has a data date closest to and before the event. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions before the event, the accepted schedule must be updated to the day before the event being analyzed.
- c. Include an impact schedule developed from incorporating the event into the accepted schedule by adding or deleting activities or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted schedule, the difference between scheduled completion dates of the 2 schedules must be equal to the adjustment of Contract time.

1.12 Record Drawings

The Contractor shall maintain a neat and accurate marked set of record drawings showing the final locations and layout of piping and conduit, structures, and other facilities. Drawings shall be kept current weekly, with all work instructions, change orders, and construction adjustments. Installed cleanouts shall be dimensioned to the nearest property line or be assigned stations to the nearest foot. Drawings shall be subject to the inspection of the Engineer at all times. Progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Pipe material shall be added to drawing, if not denoted on contract drawings. Prior to acceptance of the work, the Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings accurately showing the information required above.

Record drawings shall be submitted and approved by the Engineer in accordance with "Shop Drawings and Submittals" of these Special Provisions.

1.13 Materials and Equipment

The Contractor is responsible for the care and protection of all materials and equipment until the completion and final acceptance of the work, in accordance with Sections 5-15, 5-16, 5-17, 5-18, 5-21, and 5-22 of the Standard Specifications and these Special Provisions. *PVC pipe manufactured by JM Pipe or PW Eagle Pipe will not be allowed.*

1.14 Control of Materials Testing

Comply with the provisions of Section – 1.15 Quality Control.

Contractor's attention is directed to CSSS Sections 5-22 thru 5-24. City will retain an independent testing firm to perform initial soil/aggregate/asphalt compaction tests; cast-in-place concrete slump and strength tests; grout strength tests; and any other additional test required by the City. Contractor shall perform all other required testing and submit written test results to the Engineer.

In addition to the requirements of Section 5 of the CSSS and Section 6-3.01 of the State Standard Specifications the contractor shall follow material testing for this project will be provided by the Contractor as set forth in Section 6 of the State Standard Specifications and the most current City of Sacramento Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the City and State Specifications of any and all materials furnished by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project.

Engineer shall be given two (2) working days-notice prior to each test performed by Contractor.

Any system material or workmanship found defective on the basis of acceptance tests shall be reported to the Engineer. Contractor shall replace the defective material or equipment and have testing repeated without additional cost to the City, until test results are satisfactory to the Engineer. The City will only pay for initial testing services for concrete strength and slump, soil compaction, and grout strength.

When initial tests indicate non-compliance with the Contract Documents, the costs of any additional tests required for determining compliance will be deducted by the City from the Contract Sum due the Contractor.

1.15 Quality Control

A. Definition

Specific quality control requirements for the Work are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond furnishing of manufactured products. The term

"Quality Control" includes inspection, sampling and testing, and associated requirements.

1. Quality Control: All those planned and specified actions or operations necessary to produce a product or service that will meet requirements for quality as specified. Quality Control is the responsibility of the Contractor. The Contractor will monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
2. Quality Assurance: Those planned and systematic operations conducted to ensure that the operations and/or products incorporated into the project meet the project specifications. Quality Assurance encompasses oversight of the Contractor's Quality Control; verifying the results of Contractor testing; review of sampler, tester and laboratory qualifications; independent assurance sampling and testing, and inspection for conformance with the plans and specifications. Quality Assurance is the responsibility of the Contractor and Engineer.
3. Special Tests and Inspections: Tests and inspections required by the CBC and performed by certified inspectors. These tests will be performed and paid for by the City.

B. Quality Control Program:

1. Contractor shall develop a detailed written Quality Control (QC) Program for all Work required in the Contract Documents. The Contractor must submit for the Construction Manager's acceptance the Contractor's Quality Control Program (QC Program) for the entire Project before beginning any of the Work other than mobilization tasks to install temporary facilities. Except for mobilization, no other work will begin until the Engineer has accepted the Contractor's overall QC Program for the project. This QC Program must meet the objectives and requirements as defined herein. The QC Program must be specific to this Project and the Contract Documents.
2. In addition, the Contractor must submit for the Engineer's acceptance of the Contractor's individual QC Plans before starting each area or division of the Work and/or new specialty trade to complete any portion of the Work. Work will be permitted to start only after the Construction Manager reviews and accepts Contractor's individual QC Plans. The individual QC Plans must identify all QC personnel, procedures, inspections, laboratories, testing equipment calibrations and certifications, tests, inspection/test hold points, instructions, sampling and testing records organized by date and type of material, reports, records, schedules, etc. specific for each area or division of the Work and/or new specialty trade to complete any portion of the Work.
3. Contractor shall appoint a full time Quality Control Officer who will have

the sole responsibility for the full-time oversight, implementation, and monitoring of the QC Program on this one project. Contractor shall maintain a log of required testing indicating the tests or sampling and test method required, location, frequency and responsibility.

4. Contractor shall provide written procedures defining methods of construction, control measures, and the performance of inspections and testing for the different types of Work.
5. Procedures shall detail "Hold Points," where Work shall not proceed until the required Quality Control functions are performed and documentation shows the Work meets the requirements of the Contract.
6. Procedures shall detail problem resolution steps and corrective actions in the event the Work does not meet the Contract Specifications.
7. Procedures shall be provided for all major activities of Work.
8. Contractor shall maintain evidence of activities affecting quality. This includes operating logs, records of inspections and tests, audit reports, material analyses, personnel qualification and certification records, procedures, and document review records.
9. Quality records shall be maintained in a manner that provides for timely retrieval, and traceability. Quality records shall be protected from deterioration, damage, or destruction.
10. Within 24 hours, notify the Engineer of any noncompliance identified by your QC program. The Contractor shall provide the City access to all QC records.
11. Submit QC test data and QC test results within 2 business days of test completion.

C. Sampling and Testing

1. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the Engineer at the place of manufacture as specified in the CSSS.
2. The City or an independent firm retained by the City will perform inspections, testing, and other services as required by the Engineer.
 - a. The Contractor shall cooperate with the Engineer or independent firm and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.

- b. The Contractor shall notify Engineer three (3) working days prior to the expected time for operations requiring inspection and laboratory testing services.
- c. Retesting required because of non-conformance to requirements shall be performed by the same independent firm on instructions by the Engineer. The Contractor shall be responsible for all costs including administrative, material testing, design, and engineering activities directly related to such retesting.

D. Installation

1. Inspection: The Contractor shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation and reject damaged and defective items.
2. Measurements: The Contractor shall verify measurements and dimensions of the Work, as an integral step of starting each installation.
3. Manufacturer's Instructions: Where installations include manufactured products, the Contractor shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.
 - a. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

1.16 Contractor's Safety Program

Contractor shall provide a written IIP Program conforming to Cal-OSHA requirements. The IIP Program shall be customized to prevent workplace injuries and illnesses specific to the work on this contract. A written copy of the IIP Program shall be maintained at the job site. As a minimum the IIP Program shall contain the following elements: responsibility, compliance, communication, hazard assessment, accident/exposure investigation, hazard correction, training & instruction, and recordkeeping. Refer to "Cal/OSHA Pocket Guide for the Construction Industry" dated June 2015 and website: <http://www.dir.ca.gov/dosh/puborder.asp> for further information.

1.17 Novel Coronavirus (Covid-19) Safety Requirements

1. GENERAL

- a. Section Includes: COVID-19 safety requirements to address the COVID-19 epidemic, including without limitation any requirements imposed by federal, state, and local guidelines and orders or those necessary for performance of work safely.
- b. These COVID-19 safety requirements are not all encompassing and

may need to be modified by the Contractor for individual construction tasks and updated as the COVID-19 epidemic evolves.

- c. The Contractor and all its sub-tier level subcontractors and suppliers shall account in their Bid and sub-bids for all cost impacts whether affecting labor (including, but not limited to obtaining qualified workers, quantity of workers, as well as their productivity), deliveries, supervision, testing and/or procurement of materials and/or equipment and time caused by any COVID-19 safety requirements, including without limitation those found in this Section and also all public health and governmental directives in place at the time Bids are received by the City for this Project.

2. COVID-19 EXPOSURE PREVENTION, PREPAREDNESS, AND RESPONSE PLAN

Contractor's Responsibility

- a. The Contractor shall prepare a COVID-19 Exposure Prevention, Preparedness and Response Plan (a "COVID-19 Plan") specific to this Project that describes how to prevent worker exposure to coronavirus; protective measures to be taken on the jobsite; personal protective equipment and work practice controls to be used; cleaning and disinfecting procedures; and procedures to follow if a worker shows symptoms of COVID-19 illness or tests positive for COVID-19. In addition to any governmental or other guidance available at the time of Bid submission, the Contractor should review OSHA COVID-19 Workplace Safety Guidance documentation, such as:

<https://www.osha.gov/Publications/OSHA3990.pdf>, as a resource in preparation of its COVID-19 Plan. Other reliable and current sources of COVID-19 information can be found from:

The California Department of Public Health (CDPH, State), including without limitation, guidance such as:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/nCOV2019.aspx>

The federal Centers for Disease Control and Prevention (CDC, National), including without limitation, guidance such as:

<https://www.cdc.gov/covid/prevention/index.html>

The Sacramento County Public Health Department, including without limitation, guidance found here:

<https://www.saccounty.net/COVID-19/Pages/default.aspx>

- b. The Contractor's COVID-19 Plan shall at a minimum address the following COVID-19 safety guidelines:

1. COVID-19 Employee and Visitor training and checklist before entering worksite.
 2. Employee distancing and strategies to maximize distancing when possible.
 3. Limitations on gathering size.
 4. Personal Protective Equipment (PPE) requirements.
 5. Identification of “choke points” and “high risk areas” such as hallways, hoists and elevators, break areas and vehicles.
 6. Staggering trades and modification of work schedules to reduce worker density to maximize distancing opportunities.
 7. COVID-19 employee good personal hygiene measures.
 8. Disinfection and cleaning requirements.
 9. Personal prevention actions requirements for all employees.
 10. Toolbox and Tailgate COVID-19 employee training.
 11. Recognition of COVID-19 Symptoms.
 12. Procedures for COVID-19 exposure and notification to others who were at the Site.
 13. Daily screening protocols for arriving workers and visitors to ensure potentially infected workers and visitors do not enter the Site.
 14. Maintenance of daily attendance logs of all workers and visitors who enter the Site.
- c. Also, as part of this Plan, the Contractor shall draft and implement a COVID-19 Code of Safe Practices that is posted in areas visible to all employees and visitors.
- d. The Contractor shall be prepared at each Progress and Coordination Meeting, if requested by the Construction Manager, to provide information relevant to the application, enforcement, and implementation of the Code of COVID-19 Safe Practices.
- e. All Contractor managers and supervisors (**from forepersons to project managers**) must be familiar with the COVID-19 Plan and be ready to answer questions from employees, subcontractors, suppliers and visitors. Managers and supervisors must set a good example by following the COVID-19 Plan at all times. This involves practicing good personal hygiene and jobsite safety practices to prevent the spread of the virus. Managers and supervisors must encourage this same behavior from all employees, subcontractors, suppliers and visitors.
- f. The Contractor shall immediately notify the Construction Manager if any person under the Contractor’s control on this Project has tested positive for COVID-19.
- g. The Contractor is responsible to provide to the Engineer its COVID-19 Plan. This plan is due to the Engineer at the preconstruction meeting. No work shall be permitted until this plan is accepted by the Engineer.

1.18 Inspection

In addition to Section 5-20 Inspection of the City Standard Specifications, the following shall apply:

All work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer, along with all affected utility companies, two (2) working days in advance of the start of work to coordinate and schedule inspection staff.

The City will provide inspection cost Monday - Friday only, 7 AM to 5 PM, excluding designated City, State, or Federal holidays. The Contractor shall reimburse the City in the amount of \$200 per hour for the actual cost of all inspection cost for work requested outside of the contract working hours, Saturday and Sunday work, or inspection performed during designated City, State, or Federal holidays. Designated City holidays are listed in the City of Sacramento Standard Specifications.

1.19 Cooperation with City and Other Contractors

The Contractor shall cooperate with other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate their work with that of others, including private developers and utility companies, to prevent delays.

It is understood and agreed that the Contractor has considered this in the bid: all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays of inconvenience sustained by the Contractor due to the City not having City-supplied equipment ready for pick-up. In such a case, the City may increase the number of working days for the contract.

In addition to section 6-17 Contractor's Legal Address of the CSSS five (5) days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor's representative may be contacted by City staff during non-working hours including nights, weekends and holidays in the case of any public inconvenience and/or emergency relating to the Contractor's operations. The contact representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

1.20 Public Outreach

Successful completion of the project will require a significant amount of public outreach to mitigate the potential negative impacts associated with working in a major urban transportation corridor. The Contractor shall complete all tasks as requested by the City

to distribute information and provide a representative to participate in public or closed meetings associated with the City's effort to inform stakeholder's regarding the current or future activities associated with execution of the project.

1.21 Permits

The Contractor shall obtain a permit from the division of occupational safety and health prior to any trenching excavation five feet or more in depth. A copy of this permit shall be available at the construction site at all times.

For groundwater discharge, the Contractor shall obtain a Temporary Discharge Permit from the City of Sacramento, and Sacramento Area Sewer District (SacSewer), if necessary. Instructions for the application can be found at the following address:

<https://www.cityofsacramento.gov/content/dam/portal/dou/utilities/stormwater/stormwater-quality/documents/Temporary%20Discharge%20Requirements%20for%20all%20discharges.pdf>

1.22 Permanent Survey Monuments

The Contractor is responsible for verifying that arrangements have been made for preserving and/or perpetuating all permanent survey monuments affected by the work, in accordance with Section 5-6 of the Standard Specifications.

1.23 Administrative Penalty Ordinance

The Contractor shall become familiar with Chapter 12.20 of the City Code which contains minimum requirements and restrictions relating to construction activities within the City right of way and establishes administrative penalties for non-compliance of these requirements. The Contractor may be assessed the administrative penalty for each violation of any provision addressed by the ordinance, unless modified herein, and amounts can be deducted from the Contract. The ordinance includes the following general categories:

- Working hours for the City's "Primary Streets"
- Traffic control plan requirements
- Access to private property
- Maintenance of construction areas
- Maintenance of traffic, public safety and convenience
- Repair of traffic control systems
- Care of existing known facilities
- Protection of existing improvements
- Public notification
- Noise level

Copies of the ordinance are available from the City Clerk's Office, 915 I Street, Sacramento, CA. 95814, and at www.cityofsacramento.org.

1.24 Water Quality Control

The Contractor shall be responsible for the requirements consisting of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit, issued to the City and in accordance with Section 16 of the Standard Specifications.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. The Contractor shall not begin work until an accepted ESC Plan is on file with the Engineer.

The Contractor shall protect existing drain inlets over the course of the project until completion. The Contractor shall maintain best business practices when it comes to water quality control.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, "Retention of Sums Charged against the Contractor", of the Agreement, contained herein. Any fines, including third-party claims, levied against the City as a result of the Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, of the Agreement.

1.25 Project Closeout

When the project is completed in accordance with the Plans and Specifications, the Contractor shall notify the Engineer of the completion of the project at which time the City will prepare a list of deficient work items, or punch list, and after all punch list items have been completed to the satisfaction of the Engineer, and as-built drawings are completed and submitted, a completion report will be prepared, as detailed and in accordance with Section 8-4 of the Standard Specifications.

1.26 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirement items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate, and no additional compensation will be allowed.

****END OF SECTION****

SECTION 2– PUBLIC CONVENIENCE & PROTECTION OF EXISTING CONDITIONS

2.01 Public Right-of-Way and Easements

All water, sewer & drainage pipe and appurtenances constructed as part of this project are to be placed within public street rights-of-way and easements. The Contractor shall confine his or her operations within the limits of existing street right-of-way or easements as much as practicable.

In the event the Contract requirements necessitate the Contractor to encroach onto adjoining private property the Contractor shall make all necessary arrangements with the owner of the property for such encroachment. A copy of any written agreements entered into between the Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property described in the agreement.

2.02 Existing Facilities

Protection and maintenance of existing utilities shall meet the applicable requirements of Sections 13 of the Standard Specifications and these Special Provisions.

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for the accuracy thereof. For the most part, underground utility services are not shown on the Plans. Attention is directed to the provisions in Section 6-19 of the Standard Specifications.

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

The Contractor is expected to "pothole" existing underground utilities a minimum of ten (10) working days in advance at any location where an existing utility may be in conflict with the proposed work.

The cost of relocating existing overhead and/or underground utilities not specified on the Plans to be relocated but are relocated or cut and reconnected at the Contractor's choice, shall be borne by the Contractor.

2.03 Coordination of Work

The Contractor shall cooperate and coordinate regularly with the residents and business owners along the alley ways and streets during construction and shall minimize impacts to the residents and business owners.

2.04 Maintaining Water, Sewer & Drainage Flows

The Contractor shall be responsible for maintaining water, sewer, and drainage flows including emergency repairs and temporary bypasses in accordance with Section 13-2 of the City Standard Specifications and these Special Provisions.

The Contractor shall be responsible for maintaining existing sewer flows until new sewer improvements are complete and functioning. The cut sewer services shall be replaced or repaired by 5:00 PM of the same day and shall be constructed per Standard Drawing S-260 & S-265.

The Contractor shall be responsible for maintaining existing drainage flow until the final completion of the project. This includes removal of ponded water from any temporary low points created during construction.

No additional compensation will be paid to the Contractor for maintenance of existing facilities. The cost of this work shall be included in the various contract items of work.

2.05 Temporary Diversion of Sewer, and Drainage Flows

Should it become necessary for the Contractor to temporarily divert, bypass, or impound flows carried by existing sewer or drainage systems through or around the construction operations within the limits of this project, the Contractor shall prepare a plan of such diversion, bypass, or impoundment and submit the plan to the Engineer for approval.

The plan shall be sufficiently detailed to illustrate the concept proposed. The plan shall also provide information on the quantity of flow to be conveyed by the diversion or bypass system or the volume to be impounded. The plan shall indicate the number, size and configuration of any channel, and the size and configuration of any impoundment basin to be used.

The plan for temporary diversion or bypassing of existing sewer or drainage flows shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work on any temporary system. The Contractor shall not begin work on temporary diversion, bypass, or impoundment system until an approved plan is on file with the Engineer.

No additional compensation will be paid to the Contractor for temporary diversion, bypassing, or impoundment of existing sewer or drainage flows. The cost of such work shall be included in the various contract items of work.

2.06 Work Performed by City Crews

The Contractor is advised that the City retains the option of performing with City crews all or a portion of any work involved in relocating, repairing, or otherwise restoring existing sewer, water, and drainage systems and services to developed properties within the limits of the project that may be in conflict with the proposed project improvements. Any such work performed by City forces will be at the discretion and convenience of the City. All work performed and materials provided by the City will be paid for by the Contractor or removed from this contract at no additional cost to the City.

2.07 Existing Site Conditions

Bidders are directed to Section 2-4 of the Standard Specifications which require Bidders to examine the project site.

2.08 Handling and Removal of Hazardous or Contaminated Materials

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site, if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor be made available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

Hazardous or contaminated materials may only be removed and disposed of from the project site in accordance with the following provisions:

1. All work is to be completed in accordance with the following regulations and requirements:
 - a. Chapter 6.5, Division 20, California Health and Safety Code.
 - b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials.
 - c. City of Sacramento Building Code and the Uniform Building Code, 1994 edition.
2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.
3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. No payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor's responsibility for the health and safety of all persons (including employees) and from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

2.09 Health and Safety

The Contractor is warned that existing sewers and appurtenances have been exposed to

sewage and industrial wastes. These facilities shall therefore be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his personnel to observe a strict regime of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the danger of solvents, gasoline, and other hazardous material in the existing sewers, these areas shall be considered hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall be aware of these dangers and shall take the necessary measures to assure his personnel observe proper safety precautions when working in these areas.

The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

2.10 Public Notification of Work

The Contractor shall notify property owners and/or tenants adjacent to the project limits in writing five (5) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, seven (7) days a week. See sample notification letters in Appendix A.

2.11 Maintenance of Traffic, Public Safety and Convenience

The Contractor's attention is directed to Sections 6-6 through 6-11, 7-4 and 16-3 of the Standard Specifications.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at their expense. Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance.

All persons performing work shall repair or replace, to previous condition or better, all existing traffic control system markers or devices that are damaged or destroyed during work within three (3) calendar days of the completion of work in the immediate area unless written direction extending the time period or relieving the persons performing work of this obligation is provided by the Engineer.

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

The Contractor shall be required to establish traffic scheduling and control measures acceptable to the Engineer prior to starting any work. The Contractor shall submit to the Engineer for review and approval a plan showing proposed traffic control measures and/or detours for vehicles and pedestrians affected by the construction work. This plan shall be submitted a minimum of ten (10) working days prior to the scheduled commencement of any work by the Contractor. **The Contractor will not be allowed to begin work until an approved plan is on file with the Engineer.** In addition, the approved plan shall be kept on hand at the project site at all times while construction is in progress. **All advance warning and traffic delineation shall conform to the provisions of Section 6-10 of the Standard Specifications.**

The Contractor's traffic control plan shall include location of proposed work area, locations of areas where the public right of way will be closed or obstructed, any proposed phases of traffic control and time period of when traffic control will be in effect. The traffic control plan shall also include name and business address of Contractor and a statement that the Contractor will comply with City's noise ordinance.

The Contractor shall be solely and completely responsible for furnishing, installing, and maintaining all warning signs and devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and pedestrian traffic during the performance of the work. The requirement shall apply continuously and shall not be limited to normal working hours.

The Contractor shall perform the following requirements included in the City ordinance Chapter 12.20, with this contract:

1. The Contractor shall not cause public rights-of-way, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Areas affected by the construction, must be cleaned to the satisfaction of the Engineer prior to re-opening to the public.
2. Trench plates shall not be utilized for more than three (3) calendar days in one location and temporary surfacing shall not be utilized for more than five (5) calendar days in one location without prior written approval of the Engineer.
3. The Contractor shall provide access to all existing driveways at all times except when excavation is in progress, when forms are in place, when concrete or asphalt is being placed or unless other arrangements are made with the property owner. The Contractor shall take precautions so as not to entrap vehicles on private property during the progress of the work. Driveways may be closed only during normal working hours and only after giving property owners a minimum of twenty-four (24) hours' notice in advance of the closure. Access for emergency vehicles shall be available on all streets within the construction area at all times.

4. Provide for pedestrian traffic at all times except where closures are approved in advance by the Engineer.
5. At least one (1) lane of traffic shall be maintained at all times in the street. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner to cause as little inconvenience to the traveling public as possible. Skid - resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours for the entire project.
6. For work done before 7:00 A.M. or after 6:00 P.M., or during all daylight hours between 6:00 P.M. Friday to 7:00 A.M. Monday, the street or alley may be closed provided proper detours are provided and only if arrangements have been made with the property owners in advance and approved by the Engineer. A minimum of five (5) working days' notice shall be given to property owners in advance of closure.
7. At night and at other times when work is not in progress, the entire roadway and alley shall be open to the public for pedestrian and vehicular traffic.

All signs and street marking damage caused by or related to the construction of this project shall be replaced in kind by the Contractor. In the case of partial damage to lane stripes and traffic lettering the whole stripe or marking in its entirety shall be replaced. Temporary markings and striping shall be installed within 72 hours (three working days) of damage.

Contractor should be aware that Pocket Road is considered a Primary Street and restrictions may apply, as discussed in section 6-10 of the Standard Specifications. Any variances from the Standard Specifications will need to be reviewed and approved by City Traffic Engineering.

Prior to commencing work and/or closing the street or alley, Contractor shall contact the following City Divisions and agencies:

1. Police Communication Center one (1) working day prior to closure by calling 916-808-5471, option 2 (City of Sacramento 311).
2. Fire Department Communications Center one (1) working day prior to closure by calling 916-228-3035 or fax at 228-3082.
3. City Traffic Engineering Services five (5) working days prior to closure by calling 916-808-5307, option 5.
4. City Solid Waste Division five (5) working days prior to closure by calling 916-808-4952 or fax at 808-4999. The Contractor shall also coordinate with the

property owners all relocations of trash receptacles necessary to maintain garbage collection.

4. Street Parking five (5) working days prior to closure by calling 916-808-5579 or fax at 808-7501.
5. Regional Transit five (5) working days prior to closure by calling Lynn Cain at 321-5375 or fax at 557-4541.

At a minimum, the information faxed shall include:

Project name and number
Contractor's name and a 24-hour phone number
City of Sacramento's project manager's name
City Inspector Name and phone number
Limits of street closure, with street names
Duration of street closure

2.12 Removal of Street Parking

In locations where the Contractor's operations require removal of on-street parking, such removal shall be in accordance with Section 6-18 of the Standard Specifications.

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

2.13 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirement items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate, and no additional compensation will be allowed.

****END OF SECTION****

SECTION 3 – GENERAL SEWER CONSTRUCTION REQUIREMENTS

3.01 Utility Potholing

- A. Prior to construction, the Contractor shall contact Underground Service Alert (U.S.A.) to field locate and mark at the surface, existing utilities and utilities structures within the project area. Three (3) weeks prior to excavation for pipeline installation, the Contractor shall pothole and survey all utilities along the proposed pipeline alignment. Level 3 Communications shall be provided 72-hours' notice prior to potholing their facilities to schedule field personnel to be onsite to observe and advise during potholing operations. Existing potholed utility information shown on the Plans provide accurate information of the potholed utility at that specific pothole location only. The City makes no guarantee that the potholed underground utility remains at the same alignment and depth away from the pothole location.
- B. A representative from the City shall be onsite during the pothole operations. The Contractor shall submit pothole and survey information to the Engineer a minimum of 10 days prior to beginning construction.
- C. The following information shall be collected for each pothole: 1) brief description of location, stationing, and alignment (e.g. parallel or perpendicular to pipeline) 2) asphalt thickness, 3) size and type of utility, and 4) depth of utility infrastructure measured from finished grade to the top of utility. Where duct banks or concrete encased utilities are encountered, the top and bottom depths from finished grade shall be collected and included with the above information.
- D. Surface restoration within the proposed trench width shall be temporary paving per these Special Provisions and City Standard Specifications. If pothole excavation falls outside of proposed pipeline trench width, permanent paving shall be performed per the Pavement Cutting and Surface Restoration section of these Special Provisions.

3.02 Sheeting, Shoring, and Bracing

- A. Shoring refers to providing all components of the excavation support system, including, but not limited to, bracing, steel soldier piles or sheet piles, struts, or any other support including internal bracing, where applicable. Contractor shall use other methods of support only when approved by the Engineer. Shoring shall be designed, provided, maintained, and where applicable, removed by the Contractor, in accordance with these Special Provisions and the Construction Documents.
- B. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the contract involves the excavation of any trench or trenches 5 feet or more in depth, including temporary construction pits and manhole excavations, the Contractor shall submit to the Engineer a detailed plan

showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plans vary from the shoring system standards established by the Construction Safety Orders of the

Division of Occupational Safety and Health, in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer employed by the Contractor. Shoring system plans for excavations in excess of 5 feet or more in depth, shall be prepared and signed by a civil or structural engineer, registered in California and employed by the Contractor. All costs therefore shall be included in the bid price named in the contract for completion of the work as set forth in the contract documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the City, Engineer, Design Consultant, or any of their officers, agents, representatives, or employees.

- C. The sheeting, shoring, and bracing system shall be designed to assure worker safety and optimal conditions for pipe installation, and to minimize damage to adjacent pavement, structures, fences, walls, pipelines, and utilities. Horizontal strutting below the barrel of a pipe and the use of pipe as support are not acceptable.
- D. The sheeting, shoring, and bracing system shall be designed and constructed to meet all of the following minimum requirements:
 - 1. Protect personnel that enter excavations.
 - 2. Comply with all governing regulations pertaining to excavation safety (e.g., the most current edition of Cal/OSHA Construction Safety Orders, Article 6).
 - 3. Be compatible with the surface and subsurface soil and groundwater conditions encountered in project borings, reference borings, reference CPTs and/or mapped along the project alignment, and resist lateral earth pressures, and hydrostatic pressures in and where applicable.
 - 4. Protect adjacent existing utilities, pipelines, pavements, structures, fences, and walls.
 - 5. Excavation and installation of shoring shall occur in a manner and sequence that does not damage existing utilities, pipelines, pavements, structures, fences, and walls including through settlement, heave, or vibrations.
 - 6. Prevent raveling, running, flowing, caving, sloughing, or lateral movement of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement, even when subjected to construction vibrations.

7. Allow for removal or abandonment of shoring in a manner and sequence that:
 - 1) is in step with the backfilling sequence (i.e., shoring should not be removed ahead of backfilling);
 - 2) does not cause disturbance (i.e., loosening) of pipe bedding and pipe embedment material;
 - and 3) does not damage existing pipelines or structures, pavements, utilities, fences, and walls including through settlement, heave, or vibrations (contractor to address removal/abandonment concerns specific to the type of shoring proposed in the shoring submittal). Any void space created by shoring removal should be completely filled with CLSM or approved equivalent.
 8. Resist lateral earth pressures including those from hydrostatic pressures and lateral loads from vehicular, construction equipment (and spoils, and nearby existing structures, even when subject to construction vibrations).
 9. Provide stable excavation walls and bottom (e.g., prevent bottom heave and/or piping/boiling).
- E. The Contractor shall design and construct the shoring system in accordance with all applicable codes, and in accordance with the specific requirements described herein. The Contractor shall at all times furnish, install, and maintain sufficient shoring and bracing in trenches and pits to ensure safety of the workmen and to protect and facilitate the work.
- F. The Contractor shall:
1. Design each member or support element to support the maximum loads that can occur during construction with appropriate safety factors. A temporary shoring system shall be designed to provide a minimum factor of safety of 2.0 against sliding and 1.5 against bottom heave.
 2. Design the support system to prevent raveling, running, and flowing of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement or existing trench material at utility crossings.
 3. Design the support system to retain non-cohesive granular soils subject to raveling, flowing, and/or running upon vibration from construction equipment including compaction of backfill.
 4. Design excavation support systems in accordance with all CAL/OSHA, and OSHA, requirements.
 5. Design the support system to support the loads for the full vertical depth of the trench included up to 2 feet of over excavation.
 6. Obtain all appropriate permits and obtain all necessary written approvals of the proposed shoring system/designs from CAL-OSHA prior to submitting to the Engineer for review and approval.

- G. Contractor shall take into consideration all surcharge loadings. Surcharge loadings can be due to such things as material or soil stockpiles, sloping ground adjacent to shoring, and adjacent building foundations, Contractor shall assure that his assumed conditions and loadings are not exceeded in the field during construction. The Contractor shall design shoring to withstand any construction loading. The design of shoring shall conform to accepted engineering practice in this field. The Owner's approval of the Contractor's plans and methods of construction does not relieve the Contractor of his responsibility for the adequacy of this support.
- H. The Contractor shall be solely responsible for, and bear the sole burden of cost for, any and all damages resulting from improper shoring or failure to shore. The safety of workmen, the protection of adjacent structures, property and utilities, and the installation of adequate supports for all excavations shall be the sole responsibility of the Contractor.
- I. The design, planning, installation, (and removal, if required) of all shoring shall be accomplished in such a manner as to maintain stability of the required excavation and to prevent movement of soil and rock that may cause damage to adjacent shoring systems, structures and utilities, damage or delay the work, or endanger life and health.
- J. Contractor shall submit plans for shoring to the Engineer for review at least 30 days prior to commencement of work. No excavations shall be started until the Engineer has received the Contractor's shoring design. The shoring and bracing system plans shall allow the Engineer to review the overall completeness and effectiveness of the proposed system. Receipt of the shoring and bracing plans by the Engineer in no way relieves the Contractor of complete responsibility for providing effective and safe shoring and bracing of the construction area and/or pipeline under construction. Shoring and bracing submittals shall demonstrate coordination with the dewatering method and submittal.
- K. Sheeting and shoring plan submittal shall include the following:
 - 1. Design assumptions, analyses, calculations, and information on Contractor's proposed method of installation (and removal, if required) of all shoring. The design and calculations shall be performed by, sealed and signed by a professional civil or structural engineer registered in the State of California and experienced in the design of earth retaining structures.
 - 2. The maximum design load to be carried by the various members of the support system.
 - 3. Detailed excavation support drawings, showing all pertinent dimensions, spacings, and relationships among the components of the shoring, as well as construction sequence and scheduling.
 - 4. The method of bracing.

5. The full excavation depth and depth(s) below the main excavation to which the support system will be installed.
 6. Detailed sequence of construction and bracing removal.
 7. Detailed drawings and descriptions of the method to be used by the Contractor to monitor shoring and adjacent ground/structure movements.
 8. Demonstrate coordination with interior (sump pumps) and exterior (dewatering wells) dewatering methods and dewatering submittal.
 9. Calculations demonstrating that shoring has been designed for hydrostatic pressures if external dewatering wells are not planned to fully draw down the groundwater level behind the shoring to below the excavation bottom.
- L. Contractor shall submit proof of experience and qualifications required as follows: work shall be performed by an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field) for at least 5 years, which is regularly engaged in, and which maintains a regular force of workmen skilled in design, installation and maintenance of shoring.
- M. All welding shall be done by skilled welders, welding operators, and tackers who have had adequate experience in the type of materials to be used. Welders shall be qualified under the provisions of ANSI/AWS D1.1 by an independent local approved testing agency not more than six months prior to commencing work; unless having been continuously employed in similar welding jobs since last certification. Machines and electrodes similar to those used in the work shall be used in qualification tests. The Contractor shall furnish all material and bear the expense of qualifying welders.
- N. Prior to installation of sheeting/shoring system, Contractor shall perform the following:
1. Verify Surface Conditions and utility locations. Protect utilities and improvements, as called for in the Contract Documents, or required by the Utility Company(s).
 2. Verify field measurements indicated on Drawings.
 3. Verify layout of work before beginning installation.
 4. Examine the available boring data before beginning design and installation of the shoring system.
- O. Contractor shall protect, or repair utilities damaged by operations and shall protect adjacent structures and property from damage and disfiguration. Contractor shall also provide any necessary groundwater control and/or drainage in accordance with these Special Provisions and the City Standards and Specifications.

- P. The methods of constructing the temporary shoring are at the option of the Contractor and subject to review and approval by the Engineer. Excavations shall be made to the lines, grade, and dimensions shown on the Contractor's Shop Drawings. If the excavation is found to be deviating from the true lines and grade, the Contractor shall immediately make the necessary changes in operation to bring the operation back to the correct position. Any excess deviation beyond that specified herein shall be remedied by the Contractor at their own expense.
- Q. All materials encountered shall be regarded as unclassified and shall be excavated, regardless of the nature thereof, and all excavated material must be removed and disposed of. Excavation shall be done in such manner as to provide adequate support at all times to adjacent conduits, structures, or roads and so as to offer no hazard to train, truck or automobile operations. Bracing and shoring shall be substantial and safe, and all work shall be done in full conformity and subject to the inspection of all affected parties. If and when required and to the degree necessary, the Contractor shall provide additional support as may be necessary at no additional cost.
- R. Every precaution shall be taken to prevent the entry of water, mud and foreign matter into the excavation at all times. It is the intention of these Special Provisions that all construction work described herein shall be carried out under dry conditions. The Contractor shall promptly and continuously control water inflow and dispose of all water from any source that may accumulate in the excavation. This shall include all necessary pumping, bailing, draining and sedimentation prior to discharge.
- S. Any and all excess excavation or over-excavation performed by the Contractor for any purpose or reason, except as may be ordered in writing by the Engineer, shall be at the expense of the Contractor. Any damage done to the work by the Contractor's operations shall be repaired by and at the expense of the Contractor and in a manner approved by the Engineer. Excavate only as much as can safely stand unsupported prior to installing shoring, but in no case more than 4 feet shall be left unsupported at any time. Install lagging immediately after excavation.

3.03 Trench Excavation and Backfill

Trench excavation and backfill in all streets shall meet the applicable requirements of Sections 10, 14 and 26 of the Standard Specifications and these Special Provisions. If specified in these Special Provisions, pipe shall be backfilled using Controlled Density Fill (CDF), in accordance with Section 10-16 of the Standard Specifications, and as directed by the Engineer. Slurry cement backfill will not be allowed.

3.04 Unsuitable Material

During excavation whenever the bottom of the trench is exposed and if unsuitable material is encountered, the Contractor shall notify the Engineer for concurrence that the material is unsuitable. If the Engineer does not approve that the material is unsuitable prior to any additional excavation and backfill at this location, the Contractor will be responsible for the cost of excavation and backfill.

The foundation shall be treated in accordance with Section 26 of the Standard Specifications. Unsuitable material is generally defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at or near optimum moisture content: or
2. Too wet to be properly compacted and circumstances prevent processing or in place drying prior to incorporation into the work.
3. Containing visible or excessive deleterious material.
4. Otherwise unsuitable for planned use.

Trench backfill shall consist of Class 2 Aggregate Base (AB) or job excavated, native soil meeting the requirements of Section 26-5 of the Standard Specifications. The use of the job excavated, native soil shall be at the Contractors risk. No additional compensation will be paid to the Contractor for hauling, stockpiling, drying, wetting or any processing of the native soil or AB required to achieve the minimum stability and relative compaction criteria.

Excavated unsuitable material shall be the property of the Contractor and shall be disposed of away from the project site. For offsite disposal, the Contractor shall have written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

3.05 Pavement Cutting and Surface Restoration

Pavement cutting and surface restoration shall conform to the applicable provisions of Section 26-11 of the Standard Specifications and these Special Provisions. The Contractor shall restore surfaces in kind (using the same surface material as existing) unless otherwise noted on the Plans or within these Special Provisions. Payment for restoring the surface in kind within any excavation shall be included in the associated item of work unless otherwise stated in these Special Provisions.

If trench crosses sidewalk, curb, and gutter, Contractor shall replace entire sidewalk panel to nearest control or expansion joint on both sides of trench wall. Extent of curb and gutter replacement shall coincide with sidewalk panel being replaced. Pavement cutting shall be perpendicular and parallel to the centerline of the road when practicable.

3.06 Temporary Paving

Temporary paving shall be in accordance with Section 14-4 of the Standard Specifications.

3.07 Dewatering

- A. Contractor shall be responsible for controlling groundwater encountered during construction per Sections 16-1 and 26-2 of the Standard Specifications, and these Special Provisions.
- B. Groundwater shall be collected in temporary storage tanks for settling, filtration, and testing prior to discharge. The Contractor shall develop an excavation dewatering plan as specified herein and submit it to the City for review and approval.
- C. The Contractor shall assume sole responsibility for:
 - 1. Planning, design, installation and operation of temporary groundwater dewatering systems and temporary surface water control systems. Water control systems designed and installed by the Contractor shall adequately protect existing property, foundations, and permanent structures.
 - 2. Loss or damage resulting from partial or complete failure of operation of dewatering systems.
 - 3. Repairing damage to adjacent properties, buildings, structures, utilities, and other work due to installation, settlement or resultant damage caused by the groundwater control operations.
 - 4. Determining means and methods for disposing of water removed by dewatering systems. The Contractor shall abide by all discharge requirements as determined by SacSewer, City of Sacramento, and/or the Regional Water Quality Control Board. If permit requirements specify water quality requirements that must be met before water can be disposed, provide the necessary treatment facilities to achieve the specified water quality limits. Contractor shall not dewater to sewer or storm drain system without an approved permit. The Contractor shall provide the necessary conveyance facilities to meet the required discharge volume within the permit requirements.
 - 5. Modifying groundwater control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas.
- D. Groundwater control systems may include single-stage or multiple-stage well point systems, sump pumps within excavations, shallow or deep wells, or combinations of these types of dewatering systems. Locate groundwater control and drainage systems so as not to interfere with utilities, construction operations, vehicular traffic, pedestrian traffic, adjacent properties, or adjacent water wells. Modify dewatering procedures which cause, or threaten to cause, damage to new or existing facilities, so as to prevent further damage. Install settlement gauges, as necessary, to monitor settlement of critical structures or facilities adjacent to areas of dewatering. Control the rate of dewatering to avoid all objectionable settlement and subsidence. Remove or abandon dewatering system when it is no longer

needed in accordance with regulatory stipulations indicated in this Section.

- E. If dewatering is required, Contractor shall design dewatering systems of sufficient scope, size, and capacity to accomplish the following results:
1. Control the flow of surface water into trench and structure excavations by grading, dikes, or other means.
 2. Unless otherwise approved by the Engineer, lower groundwater levels a minimum of 24-inches below trench excavation and minimize infiltration of groundwater into trench and structure excavations.
 3. Lower and maintain groundwater to a level of at least 24-inches below the lowest point of structure excavations.
 4. Lower groundwater levels further when necessary to obtain the specified degree of compaction. Develop substantially dry and stable subgrade for subsequent earthwork compaction and construction operations.
 5. Prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation soils. Maintain stability of sides and bottoms of excavations.
- F. Contractor shall maintain dewatering operations to control and minimize erosion, to create stable sides and bottoms of excavations, to stabilize constructed slopes and to prevent settlement and damage to structures and utilities. Dewatering systems utilized shall collect and dispose of removed water. Water removed by dewatering systems cannot be discharged into the storm water collection system which consists of pipes, catch basins, manholes and roadside drainage ditches, and channels. Contractor shall comply with requirements of agencies having jurisdiction and with all laws and regulations for development, drilling, and abandonment of wells used in dewatering systems.
- G. A minimum of three (3) weeks prior to beginning work requiring dewatering operations, the Contractor shall submit a groundwater control plan that will:
1. Illustrate the arrangement, locations, and details of the dewatering system, including wells and well points; dewatering pumps and piezometers; locations of headers, treatment systems and discharge lines; standby equipment and power supply; silt removal, pollution control and treatment facilities; and the means of conveyance, discharge and disposal of water.
 2. Include a narrative report outlining the dewatering procedures and controls.
 3. Include completed applications from all applicable regulatory agencies with authority to oversee the discharges to the CSSS or separated drainage system. Permits shall be approved before discharge is allowed.
- H. After approval of the Contractor's groundwater control plan submittal and within two weeks of starting excavation activities, the Contractor shall install and run the dewatering system to achieve the required draw down level below the bottom of the excavation. Contractor shall verify the groundwater depth prior to starting excavation and provide confirmation to the Engineer that the groundwater level is at the level required below the bottom of excavation. Upon verification of the

groundwater to the specified limits, the excavation work may proceed as directed by the Engineer. The Contractor shall provide additional measures for draw down of groundwater if the required level is not met within the two (2) week dewatering draw down period. Dewatering systems shall maintain the required groundwater levels throughout the prosecution of the Work until the time that final backfill has been placed to a point higher than the static groundwater level.

- I. Contractor shall maintain sufficient standby equipment, staff, and materials available at the site to ensure continuous operation, where required.
- J. Perform dewatering in accordance with approved Shop Drawings. Keep the Engineer advised of any changes made to accommodate field conditions and, on completion of the dewatering system installation, revise and resubmit Shop Drawings as necessary to indicate the installed configuration.
- K. Organize dewatering operations to lower the groundwater level in excavations as required for prosecution of the Work, and to provide a stable, dry subgrade for the prosecution of construction operations. Maintain water level at lower elevations so that no danger to structures can occur because of buildup of excessive hydrostatic pressure and provide for maintaining the water level below the subgrade, unless otherwise permitted by the Engineer. Maintain groundwater level a minimum of five feet below the prevailing level of backfill being placed.
- L. Dispose of water in such a manner as to cause no injury or nuisance to public or private property or be a menace to the public health. Dispose of the water in accordance with applicable regulatory agency requirements.
- M. If dewatering of open-cut pipe trenches is required, do not drain trench water through the pipeline under construction.
- N. Maintain continuous dewatering operations so that the excavated areas are kept free from water during construction, while concrete is setting and achieves full strength, and until backfill has been placed to a sufficient height to anchor the work against possible flotation.
- O. Prevent disposal of sediment to adjacent lands or waterways by employing necessary methods, including settling basins. Locate settling basins away from watercourses to prevent silt-bearing water from reaching the watercourse.
- P. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps, or other means. This requirement extends to temporary works required to protect adjoining properties from surface drainage caused by construction operations.
- Q. Implement the appropriate level of surface water control to protect water quality throughout the construction period.

R. Provide labor, material, equipment, techniques, and methods to lower, control and handle groundwater in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property. Intercept water flowing into excavations and divert it to sumps or ditches to allow pumping of collected water out of the excavation. Provide settling basins, geotextile containment devices or other sediment removal and water treatment devices for water quality control and compliance with regulatory and permit requirements. Install geotextile containment devices in accordance with the manufacturer's instructions and requirements. Operate and maintain groundwater control systems in accordance with the Groundwater Control Plan. Notify Construction Manager in writing of any changes made to accommodate field conditions and changes to the Work. Provide for continuous system operation, including nights, weekends, and holidays. When deemed appropriate, provide backup power source for electrical service. Monitor operations to verify that the system lowers groundwater levels at a rate required to maintain a dry excavation resulting in a stable subgrade for prosecution of subsequent operations. Remove all groundwater control systems upon completion of construction or when dewatering and control of surface or groundwater is no longer required. Remove and grout piezometers when groundwater control operations are complete.

3.08 Open Trench Separated Sewer Pipe

- A. Where shown on the Plans, PVC SDR 26 sanitary sewer pipe and fittings shall be provided and placed in accordance with the Plans, manufacturers' recommendations, and as directed by the Engineer, and shall conform to Sections 10 and 26 of the Standard Specifications. Information regarding pipe material and pipe installation shall be submitted for approval in accordance with these Special Provisions.
- B. Only one type of pipe shall be used between manholes. Prior to the start of work, the Contractor shall submit a plan showing types of pipe and locations to the Engineer. Any deviation in the plan thereafter shall not be allowed unless approved in advance by the Engineer.
- C. Sewer pipe connections to manholes shall be included in this item unless otherwise indicated in these Special Provisions. In addition, Contractor shall connect existing ABS sewer services to new sewer pipe in accordance with these Special Provisions and include this work in the cost of this item.
- D. The Contractor shall install a flexible joint (bell and spigot or flexible coupling) a horizontal distance of 24 inches from the wall of the manhole.
- E. Existing pipe shall be removed at such places as shown on the Plans or as designated by the Engineer in accordance with Section 13 of the Standard Specifications and these Special Provisions. All removed pipes or portions thereof shall be disposed of by the Contractor. Payment for removal and

disposal of existing pipe shall be included in these items.

- F. Unless otherwise approved, all pipes shall have bell and spigot joints with elastomeric gaskets providing a watertight seal. Tests for leakage will be required per Section 26-10 of the Standard Specifications.
- G. For all flexible pipe and fittings, the minimum pipe stiffness at 5% deflection shall be 115 PSI according to ASTM test D2412. Flexible pipe joints shall be in accordance with ASTM D3034 for SDR 26 pipe. All flexible conduits shall be tested with a mandrel 5% smaller than the average inside diameter of the pipe placed no sooner than 96 hours after placement of the backfill. Mandrel tests may be performed by the City after a six (6) month period of time at which time a maximum deflection of 7-1/2% from the base inside diameter will be allowed. The mandrel used shall be the PHOS PVC Sewer Pipe Deflection Gauge or other deflection gauge approved by the Engineer.

After mandrel testing and in order to ensure proper placement, all sewer pipes placed shall be CCTV inspected by the Contractor utilizing a robotic CCTV camera device as specified elsewhere in these Special Provisions.

- H. Where shown on the Plans, sanitary sewer pipe shall conform to the following specifications:

- 1. 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.

- PVC gravity sewer pipe shall be SDR 26.

- PVC gravity sewer pipe and fittings shall conform to ASTM D3034 and ASTM F679 and shall be PS 115 with Elastomeric - Gasket joints providing a watertight seal.

- I. Surface restoration shall be in accordance with the section of the General Requirements entitled "Pavement Cutting and Surface Restoration" and shall be paid for under this item of the contract. Pavement cutting shall be perpendicular and parallel to the centerline of the road.

3.09 Sewer Service Connections

Lateral sewer services shall be replaced as indicated on the Plans and shall be constructed to the requirements of Sections 10, 26, and 38 of the Standard Specifications. All substandard sewer services shall be replaced in accordance with the same requirements. Unless otherwise directed, substandard sewer services are existing live services that are not solid wall HDPE or ABS pipe. The new sewer service shall match

existing in size. All sewer services shall be acrylonitrile-butadiene-styrene (ABS) and constructed as shown on the ABS Sewer Service Detail S-260 in the City's Standard Details. Cleanouts shall be placed as shown on the Typical Sewer Service Cleanout Locations Detail S-265 in the City's Standard Details. Services shall be connected to sewer mains using tees or insert-a-tees when the sewer main is 8-inches in diameter or greater. Under no circumstances shall grouted connections be acceptable.

The number and location of lateral sewer services shown on the Plans are based on CCTV inspection. The inspection identified openings in the sewer main that may or may not consist of live sewer services. Only live services shall be replaced. The Engineer shall differentiate between the active and abandoned service connections after they are exposed by the Contractor. All abandoned service connections shall be plugged and sealed as covered elsewhere in these Special Provisions.

New services shall be installed perpendicular to the main. The layout of services shown on the Plans is diagrammatic only. Final layout of new services and cleanouts will be determined by the Engineer as follows: After exposure of service connection at main by Contractor, Engineer will trace layout of existing service line and proposed location of cleanout. The Contractor will coordinate this work with the Engineer a minimum of two (2) working days in advance of placing new services.

The operations of the Contractor shall not result in any interruption of sewer service to any building being served by the sewer main. The replacement of the sewer service shall be accomplished within the same day that work is started. The Contractor shall provide, at no extra cost to the City, whatever equipment, materials, labor and services are necessary to ensure that the sewer service is maintained consistent with this requirement including, if necessary, the installation of temporary lines, temporary pumping equipment, and night-time or other overtime work as may be required.

When connecting a service to an existing manhole, the service shall be installed above the base of the manhole such that no alteration of the manhole base is required, unless otherwise approved by the Engineer. If the service enters a manhole near the invert of the MH flow channel, the service shall be channelized in the MH bench with vitrified clay pipe, shaped to provide a smooth transition into the main flow channel. If the service enters a manhole more than 1.5 feet above the spring-line of the pipe forming the manhole channel, an inside drop connection shall be constructed from the incoming service to one (1) foot above the spring-line of the pipe forming the channel at no additional cost to the City.

3.10 Closed Circuit Television Inspection of Pipes

All newly-constructed pipes shall be inspected by the Contractor utilizing a remote closed circuit in-line television (CCTV) camera. The CCTV inspections shall be conducted after all utilities have been installed and backfill compaction has been completed, but prior to final paving.

Contractor shall also clean pipe as necessary to remove standing water and to remove

solids, debris, grease or grit from the entire circumference of the pipe between manholes or access points within the project limits.

The Contractor shall notify the Engineer two (2) working days in advance of the anticipated date of the CCTV inspection so that the Engineer may observe the flow control, cleaning and CCTV inspection operations. It shall be the Contractor's responsibility to coordinate the CCTV inspection with the Engineer.

Perform all CCTV inspection in accordance with NASSCO's Pipeline Assessment Certification Program (PACP). CCTV inspections shall be conducted entirely in digital format and shall be recorded in MPG or AVI format written to flash drive and shall be compatible with the GraniteNet 3.5.2 and NASSCO 7 (City's current version). All CCTV inspection reports shall be within +/- 2 (two) feet of the measured linear footage along the existing pipe centerline from the center of manhole to the center of manhole or access point.

The documentation of the work shall consist of a flash drive, PACP CCTV Reports, and the unmodified PACP database. **The database shall contain PACP scoring for each inspection observation or defect.** The documentation shall note important features encountered during the inspection. The speed of travel shall be slow enough to detect reverse slope or low spots in pipe grades and to inspect and identify each pipe joint, service connection, etc., but should not, at any time, be faster than 30 feet per minute. The CCTV camera shall be centered in the pipe to provide accurate distance measurements to provide exact locations of important features in the pipe and these footage measurements shall be displayed and documented on the video. The completed flash drive shall become the property of the City. City is permitted 10 days to review the CCTV Inspection Video after submission.

Every section of the pipe (manhole to manhole or access point) shall be identified on the video display and shall include the following: project name, street name, City manhole numbers, inspector's name, pipe diameter and length, and date of inspection. In addition to inspecting the pipe, all manholes shall be panned with the CCTV camera.

Work not following these Special Provisions may be rejected for payment and the Contractor may be required to re-do the work.

3.11 Manhole Construction

Manholes shall be constructed as shown on the Plans or as directed by the Engineer in conformance with Section 25 and Section 38 of the Standard Specifications.

Manhole bench shall slope upwards from the spring-line of the pipe to the projected level of the crown of the pipe at the manhole wall or twelve (12) inches above the spring-line, whichever is less. All holes, cracks, and seams shall be grouted flush using non-shrink grout with the manhole interior. Non-shrink grout shall be "Metallic Grouting Compound" by Burke, "Embecco" by Master Builders, "Ferrolith-G" by SonnebornDesoto, or approved equal. All internal surfaces shall have a smooth finish.

External joint of each barrel section and of the barrel/cone connection shall be sealed with an external rubber sealing sleeve as manufactured by Infi-Shield Inc. or equal. The seal shall be made of neoprene and EPDM rubber and have a minimum thickness of 60 mils. Material shall conform to specifications of ASTM C923, ASTM C443, and ASTM F477. Rubber seal shall be attached to manhole using non hardening butyl rubber mastic applied to the top and bottom of sleeve in accordance with manufacturer's instructions. Seal shall overlap joint a minimum of 3-inches and shall be continuous around the perimeter of the barrel section and overlapped 6-inches minimum.

A. Manhole Testing

Manhole testing shall be performed on ALL manholes, and shall meet the requirements of ASTM 1244 prior to acceptance. Manholes shall be tested prior to backfill. If the manhole fails the test at this time, the manhole shall be repaired by Contractor and retested. This procedure shall be repeated until the manhole passes the required test. The Engineer may also require the manholes to be tested using this method after backfilling if there is reason to suspect that the manhole has been disturbed during the backfilling operation, or at other times during construction of the improvements being installed as part of the development.

To prepare the manhole for this test, all lift holes shall be plugged and all pipes entering the manhole shall be temporarily plugged, taking care to securely brace the pipes and plugs to prevent them from being drawn in to the manhole. The test procedure shall be as follows:

- a. The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendations.
- b. A vacuum of 10 inches of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to 9 inches of mercury.
- c. The manhole shall pass if the time for the vacuum to drop from 10 inches of mercury meets or exceeds the values indicated in Table 1 of ASTM C 1244.

The vacuum gauge used for this test shall be supplied by Contractor, and 25-6 shall have maximum scale division of 0.1 psi, and shall have an accuracy of 0.04 psi. Engineer may compare Contractor's gauge with a City owned gauge at any time. During testing, the vacuum gauge shall be located such that it is readily visible.

3.12 Protection and Restoration of Existing Improvements

This bid item shall cover all of the labor, equipment, and materials required to protect the public and private property adjacent to the Work and Contractor shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements and street pavements which are not designated for removal (e.g., street sections, curbs, gutters, driveways, fences, walls, structures, underground structures, landscaping, etc.) which are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements, and shall match them in finish and dimensions.

Prior to initiating work in the public right of way and in the easements, the Contractor shall make an audio/video recording of the affected areas showing all existing improvements, and their conditions. The recordings shall be turned over to the Engineer in media thumb drive or submitted through the City construction management website and shall serve as historical documentation of the preconstruction conditions.

Damages within the public and/or private right of way including street pavement will be restored to the satisfaction of the Engineer after work on that particular pipe segment is completed.

Any damages to the private properties will be restored to the satisfaction of the property owner/engineer within seven (7) days of the damage(s), and prior to mobilizing pipe installation and rehabilitation in another project area. Non-conformance and delays by the contractor in restoration on private property can cause and generates highly publicized complaints from the property owners.

The engineer will have the authority to stop or curtail pipe construction/rehabilitation work in another location or vicinity of the project in order to complete the required restoration work.

3.13 Tree Preservation Requirements

If necessary, the trees within the project area shall be protected by the following means:

1. The contractor shall hire an International Society of Arboriculture (ISA) certified arborist to do any required pruning for equipment clearance. The contractor shall hire an ISA certified arborist for a root inspection(s) for trenching activities within the dripline(s) of the trees. Payment shall be included in other items.
2. If during excavation for the project, tree roots greater than two inches in diameter are encountered, work shall stop immediately until the project arborist can perform an on-site inspection. All roots shall be cut clean and the tree affected may require supplemental irrigation/fertilization and pruning as a result of the root cutting. The project sponsor will be responsible for any costs incurred. Depending upon the amount of roots encountered and the time of year, wet burlap may be required along the sides of the trench.
3. The contractor shall be held liable for any damage to existing trees, i.e. trunk wounds, broken limbs, pouring of any deleterious materials, or concrete washout under the dripline of the trees. Damages will be assessed using the A Guide to

Plant Appraisal eighth edition, published by the International Society of Arboriculture. An appraisal report shall be submitted for review by the City Arborist.

4. Tree protection methods noted above shall be identified on all construction plans for the project.

3.14 Archaeological Resources Discovery

Discovery of cultural resources. In the event that any prehistoric subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortars are discovered during construction-related earth-moving activities, all work within 150 feet of the resources shall be halted, and the Contractor and City shall consult with a qualified archaeologist who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61) to assess the significance of the find. Archaeological test excavations shall be conducted by a qualified archaeologist to aid in determining the nature and integrity of the find. If the find is determined to be significant by the qualified archaeologist, representatives of the City and the qualified archaeologist shall coordinate to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis and professional museum curation. In addition, a report shall be prepared by the qualified archaeologist according to current professional standards. Work shall be re-started only upon a notice to proceed from the City's Project Manager.

Discovery of Native American site. If a Native American site is discovered during project construction, the Contractor shall give immediate notice to the City's Project Manager, and the evaluation process shall include consultation with the appropriate Native American representatives. If Native American archaeological, ethnographic, or spiritual resources are involved, all identification and treatment shall be conducted by qualified archaeologists, who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61), and Native American representatives, who are approved by the local Native American community as scholars of the cultural traditions.

In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archeological sites are involved, all identified treatment is to be carried out by qualified historical archaeologists.

Discovery of human remains. If a human bone or bone of unknown origin is found during construction, the Contractor shall give immediate notice to the City's Project Manager, all work shall stop in the vicinity of the find, and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission, who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the City's Project Manager and Contractor to develop a program for re-interment of the human

remains and any associated artifacts. No additional work is to take place within the immediate vicinity of the find until the identified appropriate actions have taken place.

3.15 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirement items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate and no additional compensation will be allowed.

****END OF SECTION****

SECTION 4 – ITEMS OF THE PROPOSAL

Item No. 1 Mobilization/Demobilization

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the bonding, movement of personnel, equipment, supplies, and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items.

Mobilization also includes public notification. Demobilization shall include, upon substantial completion of the contracted work, the removal of all signs, construction trailers, storage trailers and bins, temporary fencing, garbage, construction debris, equipment, utility services not scheduled to remain, portable toilet facilities, and all excess construction material not included and paid for within other base bid items. Work shall also include the repair, restoration and/or replacement of facilities damaged by the Contractor and/or Subcontractor and suppliers, including driveways, parking areas, streets, pipelines, and landscaping, and the submittal of Record Drawings. Work area shall be cleaned and restored to original condition or better as further shown on the plans.

Any compensation for remobilization of personnel, equipment, supplies, and incidentals shall be included with this item, and no additional compensation shall be permitted.

Compensation for mobilization/demobilization in excess of five (5) percent of the total amount of all other bid items shall be paid with the progress payment when all other work items are 100 percent complete.

Payment for mobilization and demobilization shall be on a contract lump sum (LS) basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work necessary to complete this item. 75% of the total lump sum bid for this item shall be paid for mobilization and the remaining 25% shall be paid for demobilization. Release of payment for mobilization shall be based on payment installments, 25% paid on the first progress payment, with five 10% payments from the remaining 50% balance on the next five successive progress payments. Payment for demobilization shall occur after the Contractor receives written notification of substantial completion from the Engineer.

Item No. 2 Traffic Control

All traffic control work shall be performed in accordance with City of Sacramento Ordinance No. 2002-004, Section 6, "Legal Relations and Responsibilities to the Public" of the Standard Specifications, Sections 2.11 and 2.12 of these Special Provisions, and as directed by the Engineer.

These activities include but are not limited to preparation of traffic control plans, furnishing, installing, and removing traffic control devices, including signs, Portable Changeable Message Signs (CMS), covers, lights, flares, cones, barricades, water-filled

barriers, temporary striping, channelizing devices, flagmen, and other items necessary for the safety, sole convenience, and direction of public traffic through and around the work area.

Payment for traffic control shall be at the contract lump sum (LS) price for traffic control and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work necessary to complete this item

Item No. 3 Preconstruction Photographs

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

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

Item No. 4 Utility Potholing

Prior to construction, the Contractor shall contact Underground Service Alert (U.S.A.) to field locate and mark at the surface, existing utilities within the project area. Three (3) weeks prior to excavation for pipeline installation, the Contractor shall pothole and survey all utilities along the full pipeline alignment as directed by the Engineer. Existing potholed utility information shown on the plans is provided for reference and information of the potholed utility at that location only. During construction, the City makes no guarantee that the potholed underground utility remains at the same alignment and depth at or away from the pothole location.

A City Inspector from the City shall be onsite during the pothole operations. All Utility Potholing shall be coordinated with a City Inspector. The Contractor shall submit pothole and survey information to the Engineer a minimum of 10 working days prior to beginning construction.

The following information shall be collected for each pothole: 1) brief description of location, stationing, and alignment (e.g. parallel or perpendicular to pipeline) 2) asphalt thickness, 3) size and type of utility, and 4) depth of utility infrastructure measured from finished grade to the top of utility. Where duct banks or concrete encased utilities are encountered, the top and bottom depths from finished grade shall be collected and included with the above information.

Surface restoration within the proposed trench width shall be temporary paving per these Special Provisions and City Standard Specifications. If pothole excavation falls outside of proposed pipeline trench width, permanent paving shall be performed per the Pavement Cutting and Surface Restoration section of these Special Provisions.

Payment shall be at the contract lump sum (LS) price basis for all utility potholes and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all work necessary to complete this item in place including

pavement cutting and removal, excavation, backfilling, and repaving or other surface restoration as specified in the Plans, these Special Provisions and as directed by the Engineer.

Item No. 5 Dewatering

Groundwater dewatering shall be performed in accordance with Section 16-1 and Section 26-2 of the Standard Specifications and Section 3.07 of these Special Provisions. Work under this item shall include all permitting, pumping, electrical connection and power costs required to dewater areas to effectuate a safe construction site and provide an acceptable work surface for the placement and curing of structural concrete, piping and equipment, respectively. Work shall also include the treatment and disposal of any and all water removed as part of the process.

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

Item No. 6 21-inch Separated Sewer Pipe to Place

Where shown on the Plans, PVC sewer pipe and fittings shall be provided and placed in accordance with the Plans, manufacturers recommendations, and as directed by the Engineer, and shall conform to Sections 10 and 26 of the Standard Specifications and Section 3.08 of these Special Provisions. Information regarding pipe material and pipe installation shall be submitted for approval in accordance with these Special Provisions.

Surface Restoration for asphalt concrete shall be covered in Bid Item No. 9.

Payment shall be at the unit price bid per lineal foot (LF) of proposed sanitary sewer main installed and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work necessary to complete this item in place including pavement cutting and removal, trenching, furnishing and placing pipe, backfilling, removing or abandoning existing pipe, connecting sewer pipe to manholes, grouting manhole connections, temporary surface restoration, and testing.

Item No. 7 Concrete Collar

This item shall include all labor, materials, equipment, and incidentals to install a cast-in-place concrete collar around the flexible VCP to PVC coupling as shown on the Plans and specified herein. The collar shall provide structural support and protection for the coupling and ensure proper restraint where required.

Payment shall be at the contract lump sum (LS) price bid and shall include full compensation for furnishing and placing all concrete, reinforcement, formwork, labor, equipment, tools, curing, and all incidental work necessary to complete the installation in accordance with the Plans and these Special Provisions.

Item No. 8 Manhole to Remove, No. 4 Manhole Installation with Drop Connection

Manhole No. 4 and Drop Connections shall be constructed where shown on the plans or directed by the Engineer in conformance with Section 25 and Section 38 of the Standard Specifications.

Cone for this manhole shall be 60-inch concentric cone centered over the sewer flowline.

Flowline material for main pipe and intersecting mains shall be vitrified clay except: if manhole base is precast concrete; or if manhole base is placed over main which is "laid through", in which case flowline material shall be same as main. Clay liner may be omitted for manholes with mains of 36-inch diameter and larger. Flowline material shall conform to the Standard Specifications and these Special Provisions. New flowline shall match inlet and outlet pipe elevations and shall extend to inside face of manhole. If inlet and outlet pipes are of different sizes, new flowline pipe size shall match larger pipe size.

Manhole bench shall slope upwards from the spring-line of the pipe to the projected level of the crown of the pipe at the manhole wall or twelve (12) inches above the spring-line, whichever is less. All holes, cracks, and seams shall be grouted flush using nonshrink grout with the manhole interior. Non-shrink grout shall be "Metallic Grouting Compound" by Burke, "Embeco" by Master Builders, "Ferrolith-G" by Sonneborn-Desoto, or approved equal. All internal surfaces shall have a smooth finish.

Payment shall be at the unit price bid per each (EA) manhole removed and new manhole constructed and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 9 6" Asphalt Concrete Pave

This item shall include all permanent paving as shown on the Project Plans and as defined in Section 22 of the Standard Specifications. Pocket Road is considered a Primary Road; therefore, the maximum aggregate size shall be three-quarter inch (3/4") as specified in Section 22-2 of the Standard Specifications.

In addition to paving operations, this item shall also include the removal and replacement of all pavement striping, markings, and traffic control striping affected by the work. All striping shall be replaced in kind and conform to Section 32 of the Standard Specifications.

Payment shall be made at the contract unit price bid per ton (TON) for 6" Asphalt Concrete Pave (3/4", Type A), and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work. This includes, but is not limited to, placing, planing, coring, testing, leveling, and compacting material for AC

placement; removal and replacement of existing striping and pavement markings within the limits of work, including layout, materials, and application.

Item No. 10 CCTV Inspection

All newly constructed sanitary sewer pipes shall be inspected by the Contractor utilizing a remote closed circuit in-line television (CCTV) camera in accordance with Section 3.09 of these Special Provisions.

Payment shall be at the unit price bid per lineal foot (LF) of proposed sanitary sewer pipe inspected and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and performing all work necessary to complete the item in place to the dimensions as shown on the Plans, and as specified in the CSSS, these special provisions, and as directed by the Engineer.

Item No. 11 Unmarked Utility Crossings

All utilities, abandoned or live, not shown on the plans that cross the excavation for but do not physically conflict with the installation of the subgrade items of the Bid Proposal shall be paid for under this item. A crossing shall be defined as any pipe, cable, conduit, or duct structure that in the opinion of the Engineer crosses the excavation within 60 degrees of a line perpendicular to the excavation. If more than one utility crosses within a 15-inch long section of the trench, then all the utilities in that cross section will be paid as one. Crossings that are more than 60 degrees from perpendicular, run parallel in the excavation or physically conflict with the installation shall be paid for on a time and material basis in accordance with section 8 of the Standard Specifications.

Payment shall be at the unit price bid per each (EA) unmarked utility crossing and shall include full compensation for furnishing all labor, materials, tools and equipment, and incidentals and for performing all work necessary to complete this item in place to the dimensions as shown on the Plans, and as specified in the CSSS these special provisions, and as directed by the Engineer.

Item No. 12 Unsuitable Material, Removal, and Replacement

Whenever the bottom of the trench is, in the opinion of the Engineer/City Inspector, unsuitable as a foundation for pipe bedding, the foundation shall be treated in accordance with Section 26-5-4 of the Standard Specifications. Contractor requires approval from either Engineer/City Inspector prior towards removal. Unsuitable material is generally defined as material the Engineer determines to be:

Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at or near optimum moisture content; or

1. Too wet to be properly compacted and circumstances prevent processing or in-place drying prior to incorporation into the work; or
2. Containing visible or excessive deleterious material; or

3. Otherwise unsuitable for planned use.

Trench backfill shall consist of Class 2 Aggregate Base (AB) or job excavated, native soil meeting the requirements of Section 26-5 of the Standard Specifications. The use of the job excavated, native soil shall be at the Contractors risk. No additional compensation will be paid to the Contractor for hauling, stockpiling, drying, wetting or any processing of the native soil or AB required in order to achieve the minimum stability and relative compaction criteria.

Excavated unsuitable material shall be the property of the Contractor and shall be disposed of away from the project site. For offsite disposal, the Contractor shall have written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

The quantity shown in the Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased, or deleted as may be required by the Engineer. This item has been included in the proposal in anticipation of encountering unsuitable material during pipe backfill or subgrade preparation. If no unsuitable material is excavated, then this item will be deleted.

Payment shall be at the unit bid price per cubic yard (CY) of Unsuitable Material removed and replaced with clean crushed rock and shall be based upon the weight of the material placed less the weight of moisture content. This price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing and disposing of unsuitable material and backfilling and compacting with aggregate base, as shown on the Plans, and as specified in the CSSS, these special provisions, and as directed by the Engineer.

END OF SPECIAL PROVISIONS

APPENDIX A

1. Constructing Sewer Main Notification Letter – 5 working days' notice

Constructing Sewer Main [Distribute 5 working days prior to beginning work]

(CONTRACTOR LETTER HEAD)

Dear Resident,

The City of Sacramento, Department of Utilities, awarded a construction contract to (Contractor) to replace the sanitary sewer/drainage pipeline add location here.

During the course of construction, a portion of the alley will be closed to through traffic. In addition, if your garage, driveway, or parking area is accessed from the alley, access may be temporarily restricted during the brief period that construction takes place in front of your driveway. At the end of each work day, the entire alley will be re-opened. Our work hours are typically between 7 AM to 6 PM. In an effort to minimize driveway access delays, you may consider moving your vehicle before 7:00 a.m. when the construction crews begin work.

General public and construction crew safety is of primary concern to us and we encourage you to observe the construction signs. We realize this construction project may be a temporary inconvenience and we will strive to minimize the impacts to the residents.

If you have any questions or problems, please contact any one of the project representatives listed below:

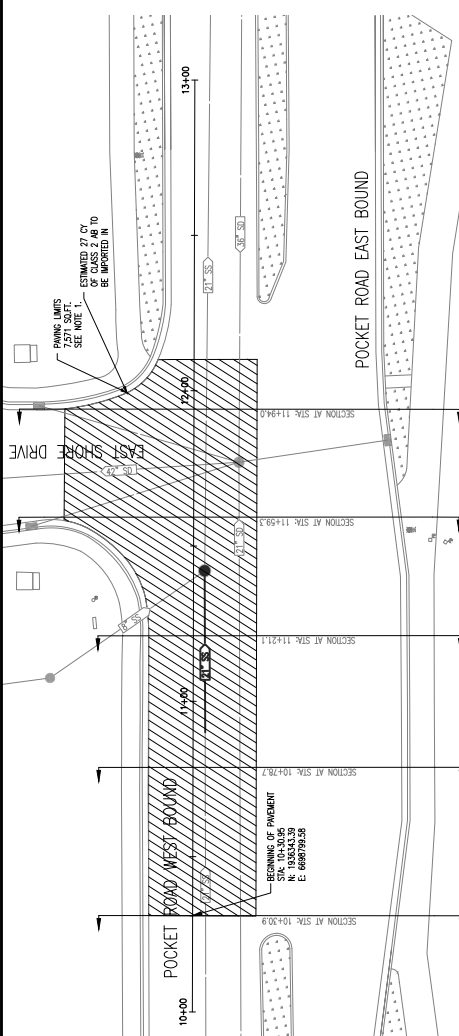
Contractor Superintendent: Name: Phone Number
City Inspector: Name: Phone Number
City Inspection Supervisor: Name: Phone Number
City Project Manager: Name: Phone Number

Pipeline work is scheduled to begin in your neighborhood on _____.

Once the pipelines are constructed, we will restore the surface of the alley. The anticipated project completion date is _____.

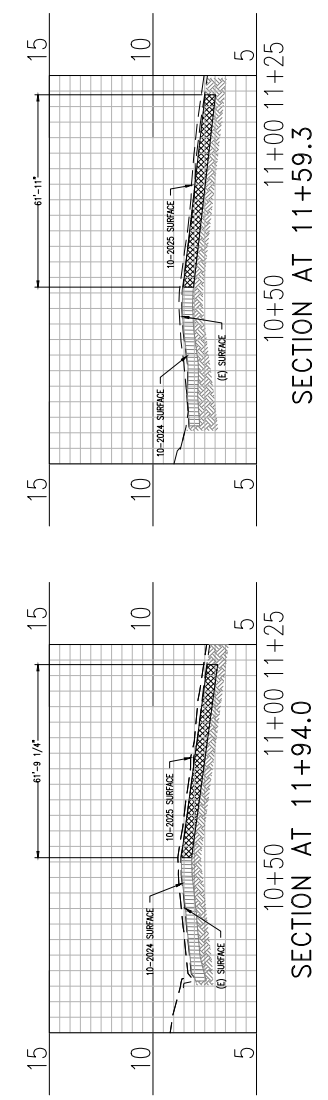
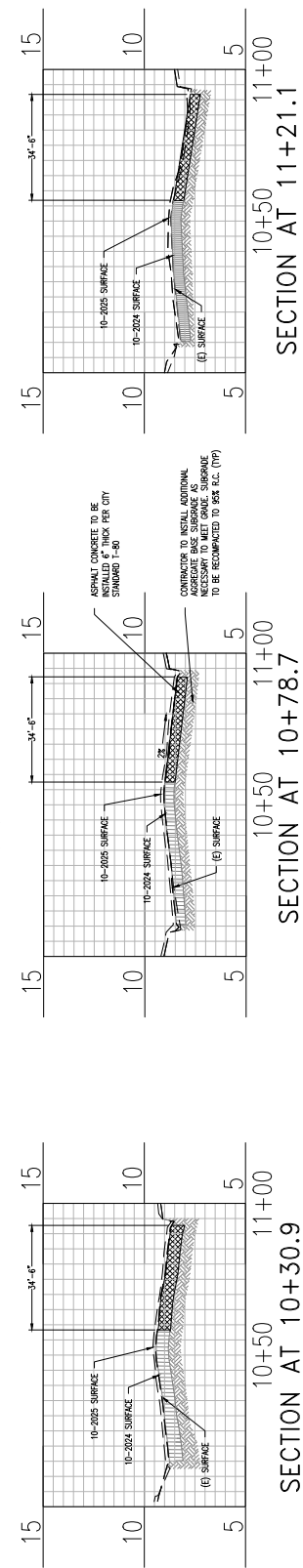
Thank you for your cooperation on this very important project.

Sincerely,
Contractor Representative



POCKET ROAD

NOTES:
 1. ALL STRIPING TO BE REMOVED DURING CONSTRUCTION TO BE REPLACED IN KIND AND SHALL MEET SECTION 32-2. THE PROLOGIC PROVIDER WARNINGS OF THE STANDARD SPECIFICATIONS



NO.	REVISIONS	DATE	BY

BENCH MARK	ELEV.	11.716
DESCRIPTION:	HELI. M/L LIGHT BASE NORTH SIDE POCKET ROAD 500 FEET WEST OF EAST SHORE DRIVE.	
NO.		

FIELD BOOK	0000
SCALE:	H. 1"=15'
	V. 1"=4'

DESIGNED BY:	TM MORRISON	DATE:	1/23/2006
DRAWN BY:	MICHAEL SMITH	DATE:	1/23/2006
CHECKED BY:	ROANNE WELT	R.C.E. NO.:	74584
		DATE:	1/23/2006

CITY OF SACRAMENTO	DEPARTMENT OF UTILITIES
IMPROVEMENT PLANS FOR:	
POCKET ROAD SEWER REPLACEMENT	
AT EAST SHORE	
PAVING EXTENTS	


PRJ: X14120309	DATE: 1/23/2006
PRJ: X14120309	DATE: 1/23/2006
PRJ: X14120309	DATE: 1/23/2006
PRJ: X14120309	DATE: 1/23/2006

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: 
[Kevin Fitzpatrick \(May 15, 2026 20:38:54 GMT+1\)](#)

Title: President

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: