

RESOLUTION NO. 2011-353

Adopted by the Sacramento City Council

June 14, 2011

JESSIE AVENUE FRONTAGE IMPROVEMENTS PROJECT (T15085800): APPROVING PLANS AND SPECIFICATIONS AND AWARDING A CONSTRUCTION CONTRACT

BACKGROUND

- A. The project will construct full frontage improvements which include: placing curb, gutter and sidewalk on both sides of roadway where improvements do not exist; installing a street lights; relocating or replacing existing residential fences; and modifying the existing storm drain system to accommodate the new improvements.
- B. The project is to provide continuous pedestrian access along Jessie Avenue between Rio Linda Boulevard and Taylor Street, and provide a link to the off street bike trail east of Rio Linda Boulevard.
- C. The project was advertised and a total of eight bids were received on April 20, 2011.
- D. Contract award to Navajo Pipelines, Inc. is recommended as the lowest responsive and responsible bidder.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. Plans and Specifications for the Jessie Avenue Frontage Improvements Project (T15085800) are approved.
- Section 2. A construction contract is awarded to Navajo Pipelines, Inc. for an amount not to exceed \$484,294 for the Jessie Avenue Frontage Improvements Project (T15085800).
- Section 3. Exhibits A and B are attached and are part of this Resolution

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Exhibit A: Map of Jessie Avenue Frontage Improvements Project (T15085800)

Exhibit B: Contract

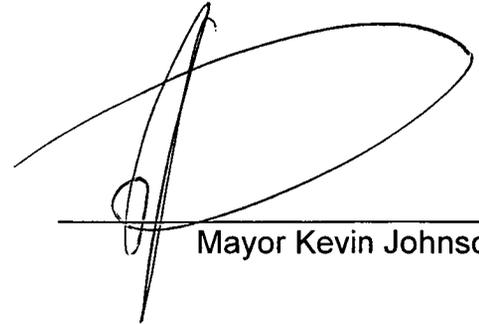
Adopted by the City of Sacramento City Council on June 14, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.



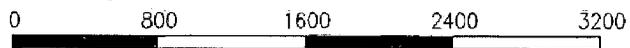
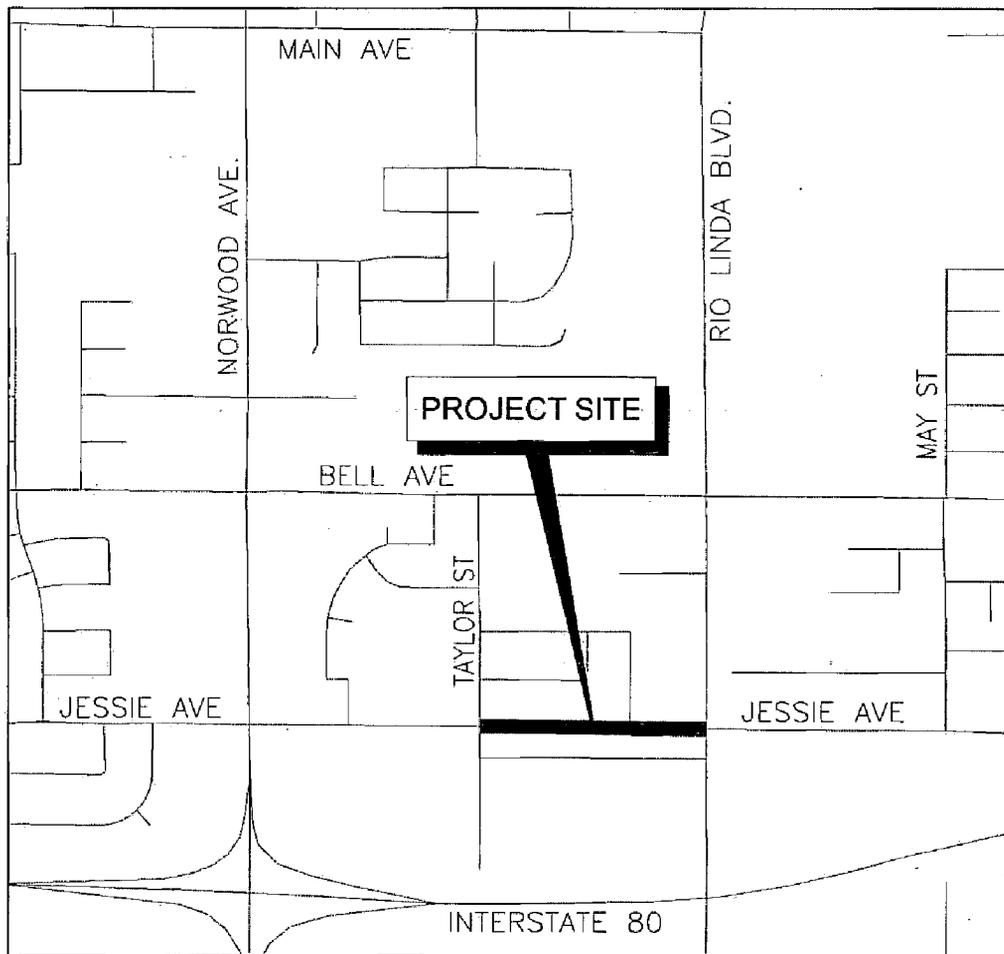
Mayor Kevin Johnson

Attest:



Shirley Concolino, City Clerk

Location map for:
Jessie Avenue Frontage Improvements
(PN: T15085800)



Date: May 2010



Department of Consumer Affairs
Contractors State License Board

Contractor's License Detail - License # 655660

⚠️ DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	655660	Extract Date: 4/27/2011
Business Information	NAVAJO PIPELINES INC 4671 24TH STREET SACRAMENTO, CA 95822 Business Phone Number:(916) 448-0134	
Entity:	Corporation	
Issue Date	10/05/1992	
Reissue Date	06/12/1996	
Expire Date	06/30/2012	
License Status	This license is current and active. All information below should be reviewed.	
Additional Status:		
Classifications:	CLASS DESCRIPTION A <u>GENERAL ENGINEERING CONTRACTOR</u>	
Bonding:	CONTRACTOR'S BOND This license filed Contractor's Bond number SC639858 in the amount of \$12,500 with the bonding company <u>AMERICAN CONTRACTORS INDEMNITY COMPANY</u> . Effective Date: 03/02/2009 <u>Contractor's Bonding History</u>	
	BOND OF QUALIFYING INDIVIDUAL 1. This license filed Bond of Qualifying Individual number SC639859 for DAVILA JAIME NARANJO in the amount of \$12,500 with the bonding company <u>AMERICAN CONTRACTORS INDEMNITY COMPANY</u> . Effective Date: 03/02/2009 <u>BQI's Bonding History</u>	
Workers' Compensation:	This license has workers compensation insurance with the <u>STATE COMPENSATION INSURANCE FUND</u> Policy Number:7676113	

Effective Date: 10/01/2008

Expire Date: 10/01/2011

[Workers' Compensation History](#)

Personnel listed on this license (current or disassociated) are listed on other licenses.

[Personnel List](#)

[Other Licenses](#)

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DEPARTMENT OF
TRANSPORTATION

CITY OF SACRAMENTO
CALIFORNIA

915 I ST, RM 2000

SACRAMENTO, CA
95814-2702

ENGINEERING SERVICES
DIVISION

PH 916-808-8300
FAX 916-808-8281

March 23, 2011

RE: City of Sacramento Construction Contracting Opportunities

The City of Sacramento is currently soliciting bids **Jessie Avenue Frontage Improvements Projects (PN: T15085800)** The project will consist of new rolled curb, gutter and sidewalk on both sides of roadway where improvements do not exist; placement of curb ramps; removing and placing new pavement; removing and placing new striping; conforming driveways; placing and relocating residential fences; placing new turf sod; adjusting sprinkler systems; and slurry sealing roadway. The underground work includes installing new drain inlets, leads and maintenance holes and adjusting maintenance holes, valve box and drain inlets to match new grades. **Bids to be received Wednesday, April 20, 2011 at 2:00 p.m. The plans may be reviewed at the following locations:**

1. Construction Data & News,
1791 Tribute Rd. Suite D, Sacramento, CA 95815
2. Greater Sacramento Small Business Development Center
1410 Ethan Way, Sacramento, CA 95815
3. Sacramento Builders Exchange
1331 T Street, Sacramento, CA 95814
4. Sacramento Builders Exchange, Roseville Office
1 Sierragate, Suite 290-C, Roseville, CA 95678
5. El Dorado Builders Exchange
3430 Robin Lane, Suite 7, Cameron Park, CA 95682
6. Placer County Builders' Exchange
10656 Industrial Ave, Roseville, CA 95678
7. Construction Market Data
1540 River Park Drive, Suite 117, Sacramento, CA 95815
8. Nevada County Contractors Association
111-A New Mohawk Rd, Nevada City, CA 95959
9. Shasta Builder's Exchange
2990 Innsbruck Dr, Redding, CA 96003
10. San Francisco Builders Exchange
850 South Van Ness Ave, San Francisco, CA 94110-1911
11. Builders Exchange of Santa Clara
400 Reed Street, Santa Clara, CA 95050
12. Sacramento Hispanic Chamber of Commerce
1491 River Park Drive, Ste #101, Sacramento, CA 95815
13. Fresno Builders Exchange
1244 Mariposa Street, Fresno, CA 93707-0111
14. Peninsula Builders Exchange
735 Industrial Rd, Ste #100, San Carlos, CA 94070

City Council
Jessie Avenue Frontage Improvements Projects (PN: T15085800)
March 23, 2011

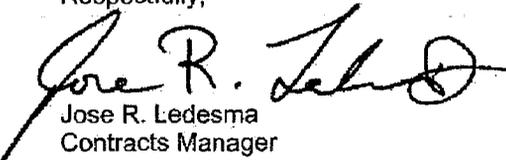
15. California Small Business Entrepreneurs, Inc (CalSBE)
3023 East Myrtle Street, Stockton, CA 95205
16. Sacramento Asian Pacific Chamber of Commerce
2012 H Street, Ste #202, Sacramento, CA 95814
17. Sacramento Black Chamber of Commerce
2655 Del Monte St, West Sacramento, CA 95691
18. Russian Chamber of Commerce
2929 Fulton Ave, Ste #6, Sacramento, CA 95821

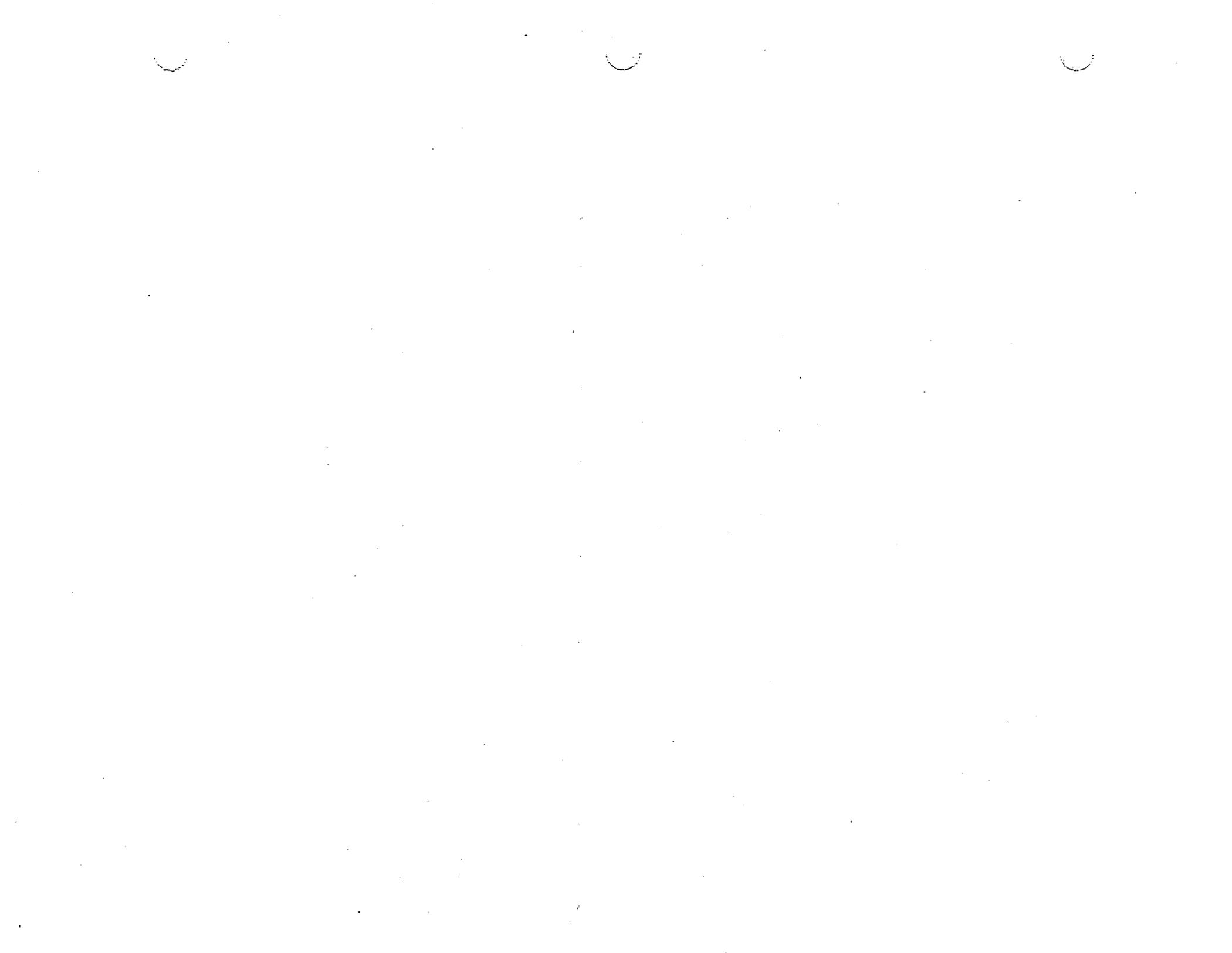
Bidders may obtain the Contract Documents at Signature Reprographics, 620 Sunbeam Avenue, Sacramento, CA 95814, 916-454-0800. A non-refundable fee of \$ 30.00 will be charged. The construction estimate is \$490,000.00. The City Project Manager is Greg Smith (916) 808-8364.

QUESTIONS AND RESOLUTION OF DISCREPANCIES: Submit written questions about the Contract Documents to:

Department of Transportation, Engineering Services Division
New City Hall
915 I St, Room 2000
Sacramento, CA 95814
Attention: Jose R. Ledesma (916) 808-8195

Respectfully,


Jose R. Ledesma
Contracts Manager



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Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Historic City Hall, Ste 116, located at 915 I Street between 9th and 10th Streets, up to the hour of 2:00 PM on **April 20, 2011** and will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

Jessie Avenue Frontage Improvements

(PN: T15085800)

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

Jessie Avenue Frontage Improvements

(PN: T15085800)

Copies of the Contract Documents are available at

**SIGNATURE REPROGRAPHICS
620 SUNBEAM AVE
SACRAMENTO, CA 95814
916-454-0800**

A non-refundable fee of **\$30.00** will be charged.

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. 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 Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **Electronic Web submittal of Labor Compliance Reports is effective May 1, 2007.** Each contractor and every lower-tier subcontractor is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

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

This requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding this Labor Compliance Program should be directed to the department's contracts staff or Contracts Services at (916) 808-5524.

Pursuant to Sacramento City Code Section 3.60.250, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required 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 to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, 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, or (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, Ste 116, Sacramento, CA 95814.

ESBE REQUIREMENTS
(City Contracts no Federal Funds Used)

I. ESBE PROGRAM REQUIREMENTS

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development (ESBD) program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. The ESBD program establishes an annual emerging and small business enterprise (ESBE) participation goal for the City's contracts, and authorizes City departments to require minimum ESBE participation levels in individual contracts so that the annual ESBE participation goal can be met. Under City Code Section 3.60.270, when the bid specifications for a City contract establishes a minimum participation level for ESBEs, **no bidder on the contract shall be considered a responsive bidder unless its bid meets the minimum ESBE participation level required by the bid specifications.**

The City has established a minimum 20% participation level for ESBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered a responsive bidder unless its bid meets or exceeds this minimum participation level.

Bidders shall include copies of their Certification as a SBE or EBE and the SBE or EBE Certifications for each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted with the sealed proposal. **Failure to submit the required ESBE information by the close of business two days after bid opening will be grounds for finding the bid non-responsive.**

II. ESBE CERTIFICATION

- A. A SBE designated in the bid must be certified as such by the State of California or by the City, as defined herein, prior to the time bids are received.
- B. An EBE designated in the bid must be certified as such by the City, as defined herein, prior to the time bids are received.

III. DETERMINATION OF ESBE PARTICIPATION LEVEL

- A. The percent of ESBE participation shall be determined based on the dollar amount of the work to be performed by a certified ESBEs as that dollar amount is specifically stated on the **SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION FORM (FM 440)** in the bid package, relative to the total dollar amount of the bid, except as provided otherwise below.
- B. To receive credit for participation, a ESBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry its responsibility by actually performing, managing, or supervising the work.
- C. Suppliers: Credit for supplies by ESBEs will be 100 percent.
- D. Truckers: Credit for trucking by ESBEs will be 100 percent.

IV. ESBE REQUIREMENTS OF SUCCESSFUL BID/PROPOSAL

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

Upon completion of the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by City, to determine compliance with any provision of the ESBD program or these specifications.

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

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

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

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

V. DEFINITIONS

A. Emerging Business Enterprise (EBE)

The City shall certify EBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources, that were in effect on December 1, 1998, provided that the size standard, industry by industry, shall be set at 50% of the State small business certification criteria and standards that were in effect on December 1, 1998.

B. Small Business Enterprise (SBE)

The City shall certify SBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources. The City will also accept State certified SBEs.

C. CONTRACTOR

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

D. SUBCONTRACTOR

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

STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION
OF APPRENTICESHIP STANDARDS
EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO
APPRENTICES ON PUBLIC WORKS
CHAPTER 1 OF DIVISION 2
APPRENTICES ON PUBLIC WORKS
(NOTE: **BOLDFACE TYPE DENOTES KEY POINTS.**)

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards. (Added by Stats. 1978, Ch. 1249)

1776. (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being

provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

- (c) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.
- (e) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice or a change of location and address.
- (f) In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with the section. Should noncompliance will be evident after the 10-day period, the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- (g) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime contractor.
- (h) The director shall adopt rules consistent with the California Public Records Act (Ch. 3.5 (commencing with Sec. 6250), of Div. 7, Title 1, Gov. C.) and the Information Practices Act of 1977, (Title 1.8 (commencing with Sec. 1798) Pt. 4, Div. 3, Civ. C.) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(Amended 1983 Ch. 681)

1777.5. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

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

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship.

The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities.

Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in any case shall the ratio be less than one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

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

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

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

- (a) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (b) The number of apprentices in training in such area exceeds a ratio of 1 to 5.

- (c) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.
- (d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already approved by the local apprenticeship standards.

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

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

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

(Amended by Stats. 1989, Ch. 1224)

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, excepted as provided in Section 3077, of such employee. (Amended by Stats. 1976, Ch. 1179)

- 1777.7. (a) In the event a contractor or subcontractor willfully fails to comply with Section 1777.5, the Director of Industrial Relations shall deny to the contractor or subcontractor, both individually and in the name of the business entity under which the contractor or subcontractor is doing business, the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.
- (b) A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of fifty dollars (\$50) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.
- (c) In lieu of the penalty provided for in subdivision (a) or (b), the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of non-compliance.
- (d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.
- (e) The interpretation and enforcement of Section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1989, Ch. 1224)

JG3-01.A

BID PROPOSAL FORMS

PLEASE REMOVE AND

COMPLETE

THE FOLLOWING DOCUMENTS

AND

SUBMIT AS

THE BID PROPOSAL

PACKAGE

BID PROPOSAL CHECKLIST

The following items are required to be submitted as part of the bid proposal. Failure to do so will result in the bid being declared not responsive.

<u>Included</u> <u>Please (✓)</u>	<u>Pages</u>
<input checked="" type="checkbox"/> Bid Proposal Form	1 – 6
<input checked="" type="checkbox"/> Bid Proposal Guarantee	1 only
<input checked="" type="checkbox"/> Drug Free Work Place Certification	1 only
<input checked="" type="checkbox"/> Minimum Qualifications Questionnaire	1 - 6
<input checked="" type="checkbox"/> E/SBE Subcontractor Form*	1 only
<input checked="" type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 - 9

- *Documentation of subcontractor E/SBE certification is due by no later than close of business two (2) working days after bid opening. Subcontractor list is due with submission of bid. This information is due to Dept of Transportation, Attn: Jose R. Ledesma, 915 I Street, Room 2000, Sacramento CA 95814. Email: jledesma@cityofsacramento.org or fax: 916-808-8281.

NAVAJO Pipelines

CITY OF SACRAMENTO
 Department of Transportation
 Engineering Services Division

Bid Proposal
 Page 1 of 6

Bid Bond Security

Properly Signed Improperly Signed
 Not Included Not Required

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

Type of Deposit
 Bid Bond Cashier/Certified Check
 Other _____ Initial: VE

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

JESSIE AVENUE FRONTAGE IMPROVEMENTS PROJECT (PN: T15085800)

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	PRECONSTRUCTION PHOTOGRAPHS	1	LS	\$ 1000.-	\$ 1000.-
2	CLEARING AND GRUBBING	1	LS	\$ 20,000.-	\$ 20,000.-
3	POTHOLING BY DRILLING	90	EA	\$ 50.-	\$ 4500.-
4	ROADWAY EXCAVATION AND GRADING	1,342 (F)	CY	\$ 22	\$ 29,524.-
5	UNSUITABLE MATERIAL TO REMOVE AND REPLACE	200	TN	\$ 5.-	\$ 1000.-
6	GEOGRID MATERIAL TO PLACE	200	SY	\$ 75.-	\$ 3000.-
7	AGGREGATE BASE CLASS 2 TO PLACE	1,905	TN	\$ 28.-	\$ 53,340.-
8	ASPHALT CONCRETE (1/2") PAVEMENT TO PLACE	451	TN	\$ 105.-	\$ 47,355.-
9	3-1/2" PCC SIDEWALK TO CONSTRUCT	8,679	SF	\$ 3.-	\$ 26,037.-
10	CURB AND GUTTER TYPE 1 TO CONSTRUCT	2,045	LF	\$ 13.-	\$ 26,585.-
11	MODIFIED CURB AND GUTTER TYPE 1 TO CONSTRUCT	70	LF	\$ 20.-	\$ 1400.-

12	CURB AND GUTTER TYPE A TO CONSTRUCT	85	LF	\$ 12.50	\$ 1062. ⁵⁰
13	CURB TYPE 3 TO CONSTRUCT	173	LF	\$ 14.-	\$ 2422.-
14	RETAINING WALL TO CONSTRUCT	60	LF	\$ 85.-	\$ 5100.-
15	TRUNCATED DOMES ON NEW RAMPS (36" X 48")	8	EA	\$ 450.-	\$ 3600.-
16	SPEED LUMP TO REMOVE AND REPLACE	3	EA	\$ 3000.-	\$ 9000.-
17	BOLLARDS TO PLACE	7	EA	\$ 350.-	\$ 2450.-
18	PULL BOX TO ADJUST TO GRADE	1	EA	\$ 600.-	\$ 600.-
19	MAINTENANCE HOLE TO ADJUST TO GRADE	7	EA	\$ 700.-	\$ 4900.-
20	CLEAN-OUT BOX TO REPLACE AND ADJUST TO GRADE	3	EA	\$ 2000.-	\$ 6000.-
21	CLEAN-OUT BOX TO REPLACE AND RELOCATE	1	EA	\$ 2000.-	\$ 2000.-
22	WOOD POST (3') TO RELOCATE	9	EA	\$ 650	\$ 5850.-
23	THROUGH SIDEWALK DRAIN TO PLACE	2	EA	\$ 800.-	\$ 1600
24	WOOD FENCE (6') TO PLACE	322	LF	\$ 27.-	\$ 8694.-
25	WOOD GATE (6') TO PLACE	3	EA	\$ 300.-	\$ 900
26	CHAIN LINK FENCE (6') TO PLACE	441	LF	\$ 37. ⁵⁰	\$ 16537. ⁵⁰
27	CHAIN LINK GATE (6') TO PLACE	4	EA	\$ 475.-	\$ 1900.-
28	CHAIN LINK FENCE (4') TO PLACE	305	LF	\$ 30.-	\$ 9150.-
29	CHAIN LINK GATE (4') TO PLACE	4	EA	\$ 500.-	\$ 2000.-
30	WROUGHT IRON FENCE TO RESET	123	LF	\$ 28.-	\$ 3444.-
31	WROUGHT IRON GATE TO RESET	5	EA	\$ 600.-	\$ 3000.-
32	METAL FENCE TO RELOCATE	50	LF	\$ 80.-	\$ 4000.-

33	AUTOMATIC IRRIGATION SYSTEM TO MODIFY	13	EA	\$ 600.-	\$ 7800.-
34	IMPORTED TOP SOIL TO PLACE	22	CY	\$ 50.-	\$ 1100.-
35	TURF SOD TO PLACE	4,025	SF	\$ 3.30	\$ 13282.50
36	MAIL BOX TO RELOCATE	7	EA	\$ 450.-	\$ 3150.-
37	RESIDENTIAL PCC DRIVEWAY CONFORM TO CONSTRUCT	4,150	SF	\$ 350.-	\$ 14,525.-
38	RESIDENTIAL AC DRIVEWAY CONFORM TO CONSTRUCT	370	SF	\$ 10.-	\$ 3700.-
39	10" DIAMETER DRAIN LEAD TO PLACE	5	LF	\$ 150.-	\$ 750.-
40	12" DIAMETER DRAIN LEAD TO PLACE	83	LF	\$ 100.-	\$ 8300.-
41	TYPE "A" DROP INLET TO PLACE	1	EA	\$ 2500.-	\$ 2500.-
42	TYPE "B" DROP INLET TO PLACE	5	EA	\$ 2500.-	\$ 12500.-
43	MAINTENANCE HOLE TO RECONSTRUCT	4	EA	\$ 5000.-	\$ 20,000.-
44	MAINTENANCE HOLE ECCENTRIC CONE ROTATION	2	EA	\$ 2200.-	\$ 4400.-
45	SLURRY SEAL (TYPE II) TO PLACE	4,517	SY	\$ 3.50	\$ 15809.50
46	SIGN TO RELOCATE	6	EA	\$ 200.-	\$ 1200.-
47	SIGN TO REMOVE	2	EA	\$ 400.-	\$ 800.-
48	SIGN TO PLACE	6	EA	\$ 250.-	\$ 1500.-
49	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS TO PLACE	1	LS	\$ 4500.-	\$ 4500.-
50	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS TO REMOVE	1	LS	\$ 1500.-	\$ 1500.-

51	WATER VALVE BOX TO ADJUST TO GRADE	1	EA	\$ 600,-	\$ 600,-
52	WATER METER BOX AND WATER METER TO RELOCATE	8	EA	\$ 650,-	\$ 5200,-
53	FIRE HYDRANT TO RELOCATE	1	EA	\$ 2500,-	\$ 2500,-
54	PROVIDE AND INSTALL 2" SCHEDULE 40 PVC CONDUIT (DIRECTIONAL DRILL)	1,815	LF	\$ 10,-	\$ 18050,-
55	PROVIDE AND INSTALL 3" SCHEDULE 80 CONDUIT	20	LF	\$ 25,-	\$ 500,-
56	PROVIDE AND INSTALL NO. 5 PULL BOX	15	EA	\$ 300,-	\$ 4500,-
57	PROVIDE AND INSTALL NO. 6 PULL BOX	3	EA	\$ 340,-	\$ 1020,-
58	PROVIDE AND INSTALL #1 THW CONDUCTOR	1,005	LF	\$ 320	\$ 32160
59	PROVIDE AND INSTALL #6 THW CONDUCTOR	4,695	LF	\$ 1.05	\$ 4929.75
60	PROVIDE AND INSTALL #10 THW CONDUCTOR	1,480	LF	\$ 0.75	\$ 1110.00
61	PROVIDE AND INSTALL UNMETERED SERVICE PEDESTAL	1	EA	\$ 3800,-	\$ 3800,-
62	PROVIDE AND INSTALL POST TOP STREETLIGHT	9	EA	\$ 1500,-	\$ 13500,-

(F) - denotes final pay quantity.

CONTRACTOR NAME: Navajo Pipelinks Inc TOTAL \$ 482,993.25

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work within five (15) days after receipt of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **FORTY (40) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall refer to Section 1.2 Completion Time of the Special Provisions for calculation of the completion date.

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

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

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

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing 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 Proposal.

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. #	_____	DATE	_____
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

Corporation

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ _____) not less than ten percent (10%) of amount Bid Proposal

_____ CERTIFIED CHECK
_____ CASHIER'S CHECK
_____ BID BOND
_____ MONEY ORDER
_____ OTHER SECURITY

CONTRACTOR:

By Naren Silva
(Signature)

Naren Silva

(Print or Type)

Title President

Address 4571 74th St

Sacramento CA

Telephone No. 916 498 0134

Fax No. 916 498 0841

Date 4/20/11

Contractor's License No. 655660 Type A

Expiration Date 6/30/12

Tax I.D. Nos.- Fed. 68 0382103 State California

City of Sacramento Business Operation Tax-Certificate No. 90791

(City will not award contract if Certificate Number is missing.)

KNOW ALL MEN BY THESE PRESENTS,

That we, Navajo Pipelines, Inc.

as Principal, and Travelers Casualty and Surety Company of America

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of General Services, City of Sacramento, located at 915 I Street, Historic Building, 1st Floor, Sacramento, CA 95814 up to the hour of 2:00 p.m. on April 20, 2011 for the Work specifically described as follows:

**JESSIE AVENUE FRONTAGE IMPROVEMENTS
PROJECT (PN: T15085800)**

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

In the event suit is brought upon this bond by the Obligee and 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 THEREOF We have hereunto set our hands and seal this 19th
day of April 2011.

Navajo Pipelines, Inc.

By NAVEN SUVA (Contractor) (Seal)

Title RESIDENT

ORIGINAL APPROVED AS TO FORM:

City Attorney

Travelers Casualty and Surety Company of America

By Monica A. Hutchison (Surety) (Seal)

Title Monica A. Hutchison, Attorney-in-Fact

Agent Name and Address Warren G. Bender Co.,

516 Gibson Drive, Suite 240, Roseville, CA 95678

Agent Phone # (916) 380-5300

Surety Phone # (916) 852-5266

California License # 0406967

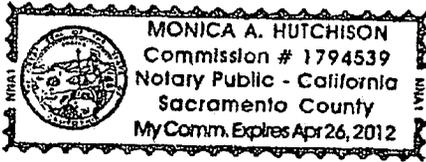
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On April 19, 2011 before me, Monica A. Hutchison, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Karen Silva
Name(s) of Signer(s)



Place Notary Seal Above

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 Monica A. Hutchison
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

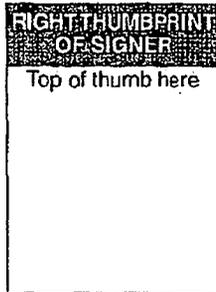
Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

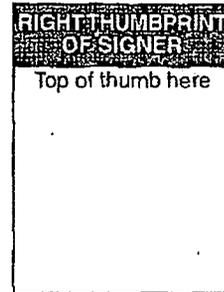
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): President
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing:
Navajo Pipelines, Inc.

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer, Ca }

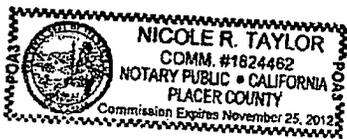
On April 19, 2011 before me, Nicole R. Taylor, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Monica A. Hutchison
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

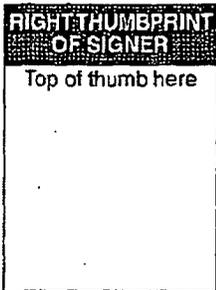
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Monica A. Hutchison

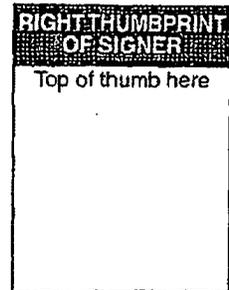
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Travelers Casualty and Surety Company of America

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221987

Certificate No. 003966406

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David K. Johnson, Monica A. Hutchison, Stephen D. Bender, Edward D. Johnson, Cassandra Brinkman, and Nicole Booth

of the City of Roseville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

N WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of November 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of November 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

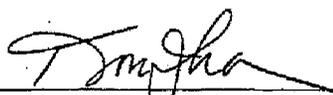
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April, 20 11.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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

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

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

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: None
 Date Violation Type Place of Occurrence

If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: Navajo Pipelines Inc
BY: Ramon Silva Signature President Title Date: 4/20/11

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

CITY OF SACRAMENTO

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION

To be eligible for award of this contract, the bidder shall list any business entity used to attain the 20% ESBE goal. Additionally, all other subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one 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 listed. The inclusion of false information or the omission of required information will render the bid non-responsive. **READ THE ABOVE REQUIREMENT CAREFULLY**

Name of Prime Contractor: <u>Navajo Pipelines</u>		Bid Amount:	Date: <u>4/20/11</u>
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE (subject to verification)	Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract.	Estimated Dollar Value of Work / Services Provided
<u>M & M Electric - Sacramento</u>		<u>electrical</u>	<u>28000.-</u>
<u>Centerline Striping Elk Grove</u>		<u>striping</u>	<u>6000.-</u>
<u>CPM Sacramento</u>		<u>slurry</u>	<u>11000/-</u>
<u>Crusader Fence Rancho Cordova</u>		<u>Fencing</u>	<u>28000/-</u>

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.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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:

A 63011

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime 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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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 Sacramento CA, on 4/20/11.
(Location) (Date)

Signature: Karen Silva
Print name: Karen Silva
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.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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 directly 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."

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Navajo Pipelines Inc
Name of Contractor
4671 24th St Sacramento CA
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 \$25,000, 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 \$25,000 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:

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

- 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).

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

- 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.

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS
ORDINANCE**

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.

Karen Silva
Signature of Authorized Representative

4/20/11
Date

Karen Silva
Print Name

President
Title

Green Contracting Survey (Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name: _____
 Contact Name: _____
 Company Address: _____
 City, State, ZIP: _____
 Company Phone: _____

City Bid Information	
Department	_____
Project #	_____
ESBE/SBE?	_____

Instructions:

- a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
- b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
- c) Electronic version available at <http://www.airquality.org/ceqa/index.shtml>
- d) For additional questions, please call (916) 874-4892

Please Submit To:
Kristian Damkier, P.E. Sacramento Metropolitan AQMD 777 12th St, 3rd Floor Sacramento, CA 95814-1908

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	1XP5AAC35RG339402	1T45678	Kenworth	T-300	2002	Cummins	ISB	2002	250	35,000	No

Guidelines for City of Sacramento Boycott of Arizona and Arizona-Headquartered Businesses

Sacramento City Council Resolution No. 2010-346 calls for a boycott of the State of Arizona and businesses headquartered in Arizona. The boycott provisions prohibit employee travel to Arizona at City expense, and restrict the purchase of goods and services with Arizona headquartered businesses.

Resolution No. 2010-346 provides that “where **practicable** and where there is no **significant** additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is **headquartered** in Arizona ...”

The guidelines below are provided to city staff for implementing the Resolution.

● **Definitions**

- **Headquartered:** State in which a company is headquartered. This may be different than the state of incorporation, where subsidiaries are located. You may determine a company headquarters from the declaration provided in a solicitation response or by calling the company directly.
- **Practicable:** The proposed or existing vendor can be replaced without interruption to services and/or supplies, and the replacement of the vendor does not adversely affect the Sacramento economy. For example, excluding a company headquartered in Arizona, but with a Sacramento-area office would not be practicable, as it would adversely affect the local economy. The cost of transition should not be significant.
- **Significant:** Costs that exceed the following percentages or dollar thresholds:
 - For contracts valued \$250k and less – the lesser of 10% or \$25k
 - For contracts valued between \$250k and \$1m – the lesser of 10% or \$100k
 - For contracts valued between \$1m and 10m – the lesser of 8% or \$100k
 - For contracts valued at \$10m and more – the lesser of 6% or 100k
- **Related companies, subcontractors:** The policy applies only to the company with which the City enters into a contract.

- **Exceptions Checklist**

If the lowest bidder is headquartered in Arizona, in order to have a valid exception to the boycott Resolution, you must be able to answer yes to **at least** one of the following questions:

- Is the difference between the low bid and the second low bid "significant"? (see definitions) OR if the vendor has a current contract and we evaluating a renewal, is there a significant cost to switch vendors?
- Does the lowest bidder have a local office in Sacramento, providing benefit to the local economy, if awarded the contract?
- Is the vendor the sole-source for this particular service/commodity?
- Is the contract award or extension in the "best interest of the City" for reasons not listed above?

- **Documentation**

- For contracts \$100k and greater, the City Council report will state where the company recommended for award is headquartered in the Policy Considerations section of the Council Report. A recommendation for awarding or extending a contract to an Arizona headquartered company shall contain the rationale for the proposed exception in the Policy Considerations section.
- For contracts between \$5k and \$100k, the bid evaluation form will include where the company recommended for award is headquartered. Departments are responsible for maintaining documentation for all contract awards and extensions to Arizona headquartered companies.
- For contracts \$5k or less, there is no requirement to determine where the company is headquartered or to maintain documentation of the headquarters location.

- **Procedures**

- Insert standard language into future and existing (responses not received) solicitations
- Evaluate received solicitation responses and identify company headquarters for each response
- Determine bids submitted by companies headquartered in Arizona to be nonresponsive if practicable with no significant additional costs. Maintain

documentation that demonstrates that a nonresponsive determination is practicable and that no significant costs are incurred.

- Determine if contracts with optional contract periods are or will be awarded to Arizona headquartered companies. Evaluate the impact of replacing Arizona headquartered company contracts, and the required time (solicitation through award) to maintain continuity of goods and/or services.
- Maintain documentation of all solicitations, evaluations, awards and dollar impacts for Arizona companies and the associated costs accrued to the City of Sacramento
- Existing contracts should be reviewed for compliance as time permits.

● **Suggested Language for Council Reports and Bid Documentation**

- Council reports and bid documentation will clearly state the headquarters location of the company recommended for the award in the Policy Considerations section as follows:

“In accordance with Sacramento City Council Resolution No. 2010-346, (Company Name) is headquartered in the state of (State Name). The proposed contract award is consistent with Resolution 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.”
- For Council reports and bid documentation recommending an award or extension to an Arizona headquartered company, the following language is offered as examples of appropriate exceptions:
 - “The difference between the low bid (company headquartered in Arizona) and the second low bid is “significant”. The additional cost to the City would be (\$ Dollar Amount) if awarded to the second low bidder.”
 - “The cost of foregoing a contract extension with (Company Name), an Arizona headquartered company, and soliciting the goods/service is “significant”. The additional cost to the City would be approximately (\$ Dollar Amount).”
 - “The lowest bidder, (Company Name) is an Arizona headquartered company and has a local office in Sacramento, providing benefit to the local economy. Failure to award to the lowest bidder would have a negative impact on the local economy.”

- "The lowest bidder, (Company Name) is an Arizona headquartered company and is the sole-source vendor for this particular good/service."
- "It is in the best interest of the City to award/extend the contract to (Company Name) for the following reasons." (Cite pertinent reasons for recommendation of contract award or extension of contract.)

Attachment – Standard language for solicitations related to City of Sacramento Boycott of Arizona and Arizona-Headquartered Businesses

All future solicitations will incorporate the following standard language to notify potential bidders of the City Council policy regarding businesses headquartered in Arizona.

City of Sacramento Boycott of Arizona-Headquartered Businesses

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents.

Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that “where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ...”

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

State Where Bidder is Headquartered

6/23/10

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification June 14, 2011, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Navajo Pipelines Inc, 4671 24th Street, Sacramento, CA, 95822.

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:

The Notice to Contractors
The Proposal Form submitted by the Contractor
The Instructions to Bidders
The Emerging and Small Business Enterprise (ESBE) Requirements
The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
The City's Reference Guide for Construction Contracts
The Addenda, if any
This Agreement
The Standard Specifications
The Special Provisions
The Plans and Technical Specifications
The drawings and other data and all developments thereof prepared by City pursuant to the Contract
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 June 4, 2007 (Resolution No. 2007-350), 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:

Jessie Avenue Frontage Improvements

(PN: T15085800)

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 the total bid amount 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 shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety (90) percent of the amount 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) No inaccuracy or error in said monthly 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 estimate for payment.

(C) Contractor shall not be paid for any defective or improper Work.

(D) The remaining ten (10) 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 due and payable beginning thirty-five (35) days after completion and final acceptance of the Work by City; provided that the City may determine, in its sole discretion, to release up to fifty (50) % of such retention, in whole or in part, at any time. 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.

(E) 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 Section 20104.50.

7. 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.

8. 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.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **FORTY (40) 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.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. 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.

12. 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.

13. 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.

14. 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 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. 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 **nine hundred and ten dollars (\$910.00)** for each calendar 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.

THE FOLLOWING ADDITIONAL LIQUIDATED DAMAGES PROVISION(S) APPLY IF CHECKED:

In addition to the liquidated damages specified above, Contractor shall pay additional liquidated damages to City for failure to complete the portion of the Work specified below by the milestone date specified below (as such milestone date may be extended in accordance with the Contract Documents, if applicable). The amount of such additional liquidated damages shall be either *[check one]*:

a lump sum amount of _____, OR

the daily amount of _____ for each calendar day after such milestone date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such portion of the Work is completed.

Such amount is the actual cash value agreed upon by the City and Contractor as the additional loss to City and the public resulting from Contractor's default.

<u>Portion of the Work</u>	<u>Milestone Date</u>
_____	_____
_____	_____

CONTRACTOR'S ACKNOWLEDGMENT: _____

In addition to the potential damages described above, failure to complete the entire Work within the time(s) specified herein may expose the City to penalties or fines and/or may negatively affect the availability of project funding. In recognition of these potential damages, in addition to the liquidated damages specified above, Contractor shall pay additional liquidated damages to City in the lump sum amount of _____ if the entire Work is not completed by _____. Such amount is the actual cash value agreed upon by the City and Contractor as the additional loss to City and the public resulting from Contractor's default.

CONTRACTOR'S ACKNOWLEDGMENT: _____

(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.

16. **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 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. 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-erectments, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. 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.

19. INSURANCE

During the entire term of this Contract and until completion and final acceptance of the Work as provided in the Contract Documents, Contractor shall maintain in full force and effect the insurance coverage described in this section.

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 performance of the Work under the Contract. No additional compensation will be provided for Contractor's insurance premiums.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required of or carried by the Contractor.

(A) Minimum Scope and Limits of Insurance Coverage

(1) Commercial General Liability Insurance, 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, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis 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) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(B) Additional Insured Coverage

(1) Commercial General Liability Insurance: 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, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

(C) Other Insurance Provisions

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

(1) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall 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.

(D) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(E) Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded

to the City representative designated by City. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The City may withdraw its offer of contract or cancel the Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/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 subsection A, above.

20. 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.

21. 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.

22. 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.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, 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.

24. 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.

25. 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.

26. 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).

27. 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 14 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.

28. 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 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. 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 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 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.

31. 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.

32. USE TAX REQUIREMENTS

- (A) Use Tax Direct Payment Permit For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract 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 Contract.

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

CONTRACTOR

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

DATE 5/26/11

BY Karen Silva
KAREN SILVA
Print Name
President
Title

BY Karen Silva
KAREN SILVA
Print Name
Secretary
Title

680382103
Federal ID#

3984002-0
State ID#

90791

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (*please specify:* _____)

CITY OF SACRAMENTO

a municipal corporation

DATE _____

BY _____

For: William H. Edgar,
Interim City Manager

Original Approved As To Form:

[Signature]
City Attorney

Attest:

City Clerk

ISSUED IN DUPLICATE

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Transportation
Page 1 of 1

Bond No.: 105540597

Premium: \$4,843.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to Navajo Pipelines Inc, 4671 24th Street, Sacramento, CA, 95822.

as principal, hereinafter called Contractor, a contract for construction of:
**Jessie Avenue Frontage Improvements
(PN: T15085800)**

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

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

Travelers Casualty and Surety Company of America, 11070 White Rock Road, Suite 130, Rancho Cordova, CA 95670

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, as obligee, in the sum of:

FOUR HUNDRED EIGHTY FOUR THOUSAND TWO HUNDRED NINETY THREE DOLLARS AND SEVENTY FIVE CENTS (\$484, 293.75), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

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 June 16, 2011.

Navajo Pipelines, Inc.

(Contractor) (Seal)
By Raven Silva
Title President

Travelers Casualty and Surety Company of America

(Surety) (Seal)
By Monica A. Hutchison
Title Monica A. Hutchison, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]
City Attorney

Agent Name and Address Warren G. Bender Co.
516 Gibson Drive, Suite 240, Roseville, CA 95678
Agent Phone # (916) 380-5300
Surety Phone # (916) 852-5266
California License # 0406967

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On June 16, 2011 before me, Nicole R. Taylor, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Monica A. Hutchison
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

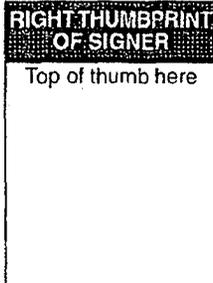
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Monica A. Hutchison

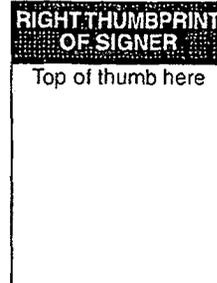
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Travelers Casualty and
Surety Company of
America

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

ISSUED IN DUPLICATE

**CITY OF SACRAMENTO
PAYMENT BOND**

Department of Transportation
Page 1 of 1

Bond No.: 105540597

Premium: Included

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Navajo Pipelines Inc, 4671 24th Street, Sacramento, CA, 95822.

hereinafter called Contractor, a contract for construction of:

**Jessie Avenue Frontage Improvements
(PN: T15085800)**

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, Contractor is required to furnish a good and sufficient payment bond to secure the claims to which reference is made in Title 15(commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code.

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

Travelers Casualty and Surety Company of America, 11070 White Rock Road, Suite 130, Rancho Cordova, CA 95670, 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 subcontractors, laborers, material men and other persons employed in the performance of the Contract and referred to in the aforesaid Civil Code in the sum of FOUR HUNDRED EIGHTY FOUR THOUSAND TWO HUNDRED NINETY THREE DOLLARS AND SEVENTY FIVE CENTS (\$484,293.75), 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 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 and State agencies entitled to file claim under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, 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 June 16, 2011.
Navajo Pipelines, Inc. Travelers Casualty and Surety Company of America

(Contractor) (Seal)
By Rachel Silva
Title President

(Surety) (Seal)
By Monica A. Hutchison
Title Monica A. Hutchison, Attorney-in-Fact
Agent Name and Address Warren G. Bender Co.
516 Gibson Drive, Suite 240, Roseville, CA 95678
Agent Phone # (916) 380-5300
Surety Phone # (916) 852-5266
California License # 0406967

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On June 16, 2011 before me, Nicole R. Taylor, Notary Public
Date Here Insert Name and Title of the Officer

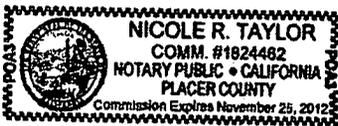
personally appeared Monica A. Hutchison
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

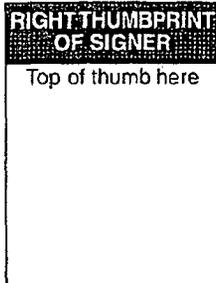
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Monica A. Hutchison

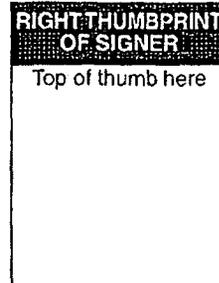
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Travelers Casualty and
Surety Company of
America

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221987

Certificate No. 003966423

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David K. Johnson, Monica A. Hutchison, Stephen D. Bender, Edward D. Johnson, Cassandra Brinkman, and Nicole Booth

of the City of Roseville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of November, 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of November, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

Witness Whereof, I hereunto set my hand and official seal.
Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

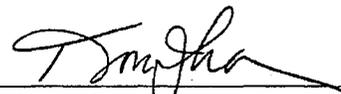
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of June, 2011

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Company Profile

**TRAVELERS CASUALTY AND SURETY
COMPANY**
C/O TRAVELERS/AETNA PROP & CAS CO ONE TOWER
SQUARE, 4MN
HARTFORD, CT 06183
877-872-8737

Former Names for Company

Old Name: AETNA CASUALTY AND SURETY COMPANY (THE) **Effective Date:** 07-01-1997
Old Name: FARMINGTON VALLEY INSURANCE COMPANY **Effective Date:** 12-30-1964

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE,
SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19038
NAIC Group #:	<u>3548</u>
California Company ID #:	1790-5
Date authorized in California:	December 29, 1964
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT

DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

Last Revised - May 26, 2011 01:14 PM
Copyright © California Department of Insurance

WORKER'S COMPENSATION CERTIFICATION

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

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

DATE: 5/26/11

Contractor Navajo Pipelines

By Karen Silva
Signature

Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of \$250,000 or more:

1. **Definitions.** For purposes of this section, the following terms, words and phrases shall have the following meanings:

"Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

"Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

"Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

"Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

"Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

"Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

"Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

"Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

"Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan.** A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of all bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City (\$50-\$250 for first offense, \$251-\$500 for second offense, and \$501-\$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
 City of Sacramento Solid Waste Services
 2812 Meadowview Road, Building 1
 Sacramento, CA 95832
 Phone: (916) 808-4839 / Fax: (916) 808-4999
 C&D@cityofsacramento.org

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min \$40, max \$800); security deposit is 1% of bid amount (max \$10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Project Bid Amount: \$ _____

Job Address: _____

Contractor: _____ Phone: _____

Address: _____

B. Briefly describe the project:

C. Materials Required to be Recycled. Please check all the recyclables you anticipate will be generated during the project:

<p>____ Scrap metal items (examples: structural steel, ductwork, gutters, pipes, appliances, fixtures, fencing & railing, sinks, tubs, roofing material);</p> <p>____ Inert materials (dirt, soil, rocks, concrete, asphalt paving, brick & block);</p> <p>____ Corrugated cardboard (mostly from packaging);</p>	<p>____ Wooden pallets (whole or broken);</p> <p>____ Clean wood waste (unpainted, untreated dimensional lumber and plywood; fasteners OK for recycling);</p>
--	---

50% of all All materials debris listed above 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 Section F. Definitions, on the next page, for more information.

D. Material Management.

1. How will C&D debris will be stored on the project site: _____ Mixed C&D _____ Source-Separated
2. Company to haul away debris: _____
3. Facilities to receive debris: _____

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at <http://www.cityofsacramento.org/utilities/>.

1. **Self-haul or self-hauling:** This is when the general contractor or a subcontractor who is doing work on the project hauls their own waste materials for recycling or disposal. Note that a jobsite cleanup crew is not doing other work on the project and is not self-hauling. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler:** Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation:** This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris:** This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility:** See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL Clean Wood Waste** (unpainted, untreated lumber, plywood and OSB), **Inert Materials** (concrete, asphalt paving, brick, block, and dirt), **Wooden Pallets**, **Scrap Metal**, and **Corrugated Cardboard** must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4833 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

Recyclers*		Recovery Stations & Landfills	
Bell Marine	(916) 442-9089	Elder Creek Recovery & Transfer Station	(916) 387-8425
C & C Paper Recycling	(916) 920-2673	Kiefer Landfill	(916) 875-5555
EBI Aggregates	(916) 372-7580	L & D Landfill	(916) 383-9420
International Paper	(916) 371-4634	North Area Recovery Station	(916) 875-5555
Modern Waste Solutions	(916) 447-6800	Sacramento Recycling & Transfer Station	(916) 379-0500
PRIDE Industries, Inc.	(916) 640-1300	Waste Management Recycle America	(916) 452-0142
Recycling Industries, Inc.	(916) 452-3961		
Sacramento Local Conservation Corps	(916) 386-8394		
Smurfit-Stone Container Corporation	(916) 381-3340		
Southside Art Center	(916) 387-8080		
Spencer Building Maintenance, Inc.	(916) 922-1900		

More updated information can be found online at:
<http://www.cityofsacramento.org/utilities/>

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.



DEPARTMENT OF TRANSPORTATION
 ENGINEERING SERVICES DIVISION
 915 I Street, Room 2000

PAY REQUEST APPLICATION

(All information to be entered on Schedule of Values page.)

Labor compliance (payrolls, etc.) is current and submitted for this Pay Request

Approved By (Prime Contractor)	_____ PRINT AND SIGN	Date: _____
Submit To:	Department of Transportation 915 "I" Street, Room 2000 Sacramento, CA 95814 Attn: CONSTRUCTION INSPECTOR	
Approved By (Resident Const. Inspector)	_____ PRINT AND SIGN	Date: _____
Certified by Project Manager By (Project Manager)	_____ PRINT AND SIGN	Date: _____
Approved By (Labor Compliance)	_____ PRINT AND SIGN	Date: _____

In accordance with Public Contract Code Sec. 20104.50 the City shall pay the Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP Sec. 685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

	Contractor Entered Data
	Construction Inspector's Name.
	PM certifies that all information is correct.



DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES DIVISION
915 I Street, Room 2000

SCHEDULE OF VALUES V2 - 02/11/2011

PROJECT NAME: Jessie Avenue Frontage Improvements Project
 CITY PROJECT NUMBER: T15085800
 CONTRACTOR: (As per City Agreement)
 REMITTANCE ADDRESS:
 PHONE NUMBER: ()
 INVOICE NUMBER: T15085800-

Remit To:
 Department of Transportation
 Engineering Services Division
 915 I Street, Room 2000
 Sacramento, CA 95814
 Payment No. _____
 Work Performed Thru _____
 Days Expended on Contract _____

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	PRECONSTRUCTION PHOTOGRAPHS	1	LS										
2	CLEARING AND GRUBBING	1	LS										
3	POTHOLING BY DRILLING	90	EA										
4	ROADWAY EXCAVATION AND GRADING (F)	1,342	CY										
5	UNSUITABLE MATERIAL TO REMOVE AND REPLACE	200	TN										
6	GEOGRID MATERIAL TO PLACE	200	SY										
7	AGGREGATE BASE CLASS 2 TO PLACE	1,905	TN										
8	ASPHALT CONCRETE (1/2") PAVEMENT TO PLACE	451	TN										
9	3-1/2" PORTLAND CEMENT CONCRETE SIDEWALK TO CONSTRUCT	8,679	SF										
10	CURB AND GUTTER TYPE 1 TO CONSTRUCT	2,045	LF										
11	MODIFIED CURB AND GUTTER TYPE 1 TO CONSTRUCT	70	LF										
12	CURB AND GUTTER TYPE A TO CONSTRUCT	85	LF										
13	CURB TYPE 3 TO CONSTRUCT	173	LF										
14	RETAINING WALL TO CONSTRUCT	60	LF										
15	TRUNCATED DOMES ON NEW RAMPS (36" X 48")	8	EA										
16	SPEED LUMP TO REMOVE AND REPLACE	3	EA										
17	BOLLARDS TO PLACE	7	EA										
18	PULL BOX TO ADJUST TO GRADE	1	EA										
19	MAINTENANCE HOLE TO ADJUST TO GRADE	7	EA										
20	CLEAN-OUT BOX TO REPLACE AND ADJUST TO GRADE	3	EA										
21	CLEAN-OUT BOX TO REPLACE AND RELOCATE	1	EA										
22	WOOD POST (3") TO RELOCATE	9	EA										
23	THROUGH SIDEWALK DRAIN TO PLACE	2	EA										
24	WOOD FENCE (6") TO PLACE	322	LF										
25	WOOD GATE (6") TO PLACE	3	EA										

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
26	CHAIN LINK FENCE (6') TO PLACE	441	LF										
27	CHAIN LINK GATE (6') TO PLACE	4	EA										
28	CHAIN LINK FENCE (4') TO PLACE	305	LF										
29	CHAIN LINK GATE (4') TO PLACE	4	EA										
30	WROUGHT IRON FENCE TO RESET	123	LF										
31	WROUGHT IRON GATE TO RESET	5	EA										
32	METAL FENCE TO RELOCATE	50	LF										
33	AUTOMATIC IRRIGATION SYSTEM TO MODIFY	13	EA										
34	IMPORTED TOP SOIL TO PLACE	22	CY										
35	TURF SOD TO PLACE	4,025	SF										
36	MAIL BOX TO RELOCATE	7	EA										
37	RESIDENTIAL PCC DRIVEWAY CONFORMS TO CONSTRUCT	4,150	SF										
38	RESIDENTIAL AC DRIVEWAY CONFORMS TO CONSTRUCT	370	SF										
39	10" DIAMETER DRAIN LEAD TO PLACE	5	LF										
40	12" DIAMETER DRAIN LEAD TO PLACE	83	LF										
41	TYPE "A" DROP INLET TO PLACE	1	EA										
42	TYPE "B" DROP INLET TO PLACE	5	EA										
43	MAINTENANCE HOLE TO RECONSTRUCT	4	EA										
44	MAINTENANCE HOLE ECCENTRIC CONE ROTATION	2	EA										
45	SLURRY SEAL TYPE II TO PLACE	4,517	SY										
46	SIGN TO RELOCATE	6	EA										
47	SIGN TO REMOVE	2	EA										
48	SIGN TO PLACE	6	EA										
49	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS TO PLACE	1	LS										
50	THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS TO REMOVE	1	LS										
51	WATER VALVE BOX TO ADJUST TO GRADE	1	EA										
52	WATER METER BOX AND WATER METER TO RELOCATE	8	EA										
53	FIRE HYDRANT TO RELOCATE	1	EA										
54	PROVIDE AND INSTALL 2" SCHEDULE 40 PVC CONDUIT (DIRECTIONAL DRILL)	1,815	LF										
55	PROVIDE AND INSTALL 3" SCHEDULE 80 CONDUIT	20	LF										
56	PROVIDE AND INSTALL NO. 5 PULL BOX	15	EA										
57	PROVIDE AND INSTALL NO. 6 PULL BOX	3	EA										
58	PROVIDE AND INSTALL #1 THW CONDUCTOR	1,005	LF										

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
59	PROVIDE AND INSTALL #6 THW CONDUCTOR	4,695	LF										
60	PROVIDE AND INSTALL #10 THW CONDUCTOR	1,480	LF										
61	PROVIDE AND INSTALL UNMETERED SERVICE PEDESTAL	1	EA										
62	PROVIDE AND INSTALL POST TOP STREETLIGHT	9	EA										
Original Contract Total:													
Change Order #1 - See change order summary sheet for details													
Change Order #2 - See change order summary sheet for details													
Change Order #3 - See change order summary sheet for details													
Change Order #4 - See change order summary sheet for details													
Change Order #5 - See change order summary sheet for details													
Change Order #6 - See change order summary sheet for details													
Change Order #7 - See change order summary sheet for details													
Change Order #8 - See change order summary sheet for details													
Change Order #9 - See change order summary sheet for details													
Sum of all Change Orders					\$0.00	"Total Work to Date" From Previous Pay Request		This Estimate (current work)		Total Work to Date		Balancing Total of Adjusted Contract	\$0.00
CCO Adjusted Contract Amount (Original + Change Orders)					\$0.00	Retention to Date From Previous Pay Request		This Retention (current work) (10%)		Retention to Date (10%)			
Partial Retention Release (Prior approval is needed before proceeding with partial retention release)						"Retention Released to Date" From Previous Pay Request		Current Retention Release		Retention Released to Date			
						"Total Paid To Date" from Previous Pay Request		This Payment		Total Paid to Date		Supervisor Approval (Print & Sign)	

 Contractor Entered Data
 PM Entered Data

GUARANTEE

We hereby guarantee the Jessie Avenue Frontage Improvements (PN: T15085800) to the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefor immediately upon demand.

Dated: 5/27/11

Signed: Karen Silva

Karen Silva

Printed Name

Navajo Pipelines Inc

Company

4671 24th St

Address

Sacramento CA 95822

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Navajo Pipelines Inc

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, apt. or suite no.)
4611 24th St

City, state, and ZIP code
Sacramento CA 95822

Requester's name and address (optional)

List account number(s) here (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number
68-0382103

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

YEAR

Withholding Exemption Certificate

CALIFORNIA FORM

2011

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name

Payee's name

NAVASO PIPELINES INC.

Payee's SSN or ITIN

SOS file no. CA corp. no. FEIN

1963618

Address (number and street, P.O. Box, or PMB no.)

4671 24th STREET

Apt. no./ Ste. no.

City

SACRAMENTO

State

ZIP Code

CA 95822

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement 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, Who is a Resident, for the definition of a resident.

Corporations:

The above-named 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 and withhold on payments of California source income to nonresidents when required. 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 F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or limited liability companies (LLC):

The above-named 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 and will withhold on foreign and domestic nonresident partners or members when required. 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 above-named 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). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. 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 above-named 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 and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee 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. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

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: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print)

Karen Silva President

Daytime telephone no.

9164480134

Payee's signature

Karen Silva

Date

5/26/11



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DP

DATE (MM/DD/YYYY)

05/27/11

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 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 Warren G. Bender Co. 516 Gibson Drive, Suite 240 Roseville, CA 95678 Stephen D. Bender		916-380-5300	CONTACT NAME: Warren G. Bender Co. PHONE (A/C No. Ext): 916-380-5300 E-MAIL ADDRESS: certs@wgbender.com PRODUCER CUSTOMER ID #: NAVAJ-1	FAX (A/C No.): 916-380-5206
INSURED Navajo Pipelines, Inc. 4671 24th Street Sacramento, CA 95822-1412		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Property Casualty		
		INSURER B: Travelers Indemnity Company		
		INSURER C: State Compensation Fund of CA		
		INSURER D: Columbia Casualty Company		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CO6405N968	07/12/10	07/12/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					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
B	AUTOMOBILE LIABILITY		DT8106405N968TCT10	07/12/10	07/12/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	X	CUP6405N968	07/12/10	07/12/11	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	7676113-10	10/01/10	10/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below					OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.		CPB288336148	09/01/10	09/01/11	Occur. 5,000,000 Aggregate 5,000,000

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

Re: Project T15085800 Jessie Avenue Frontage Improvements /The City of Sacramento, its officials, agents, employees & volunteers are included as additional insureds per the attached CG D2 46 08 05/(Auto A/I -CA T3 01 01 87)/(WC WOS)/Policy includes a wrap up exclusion per the attached CGD391 03 07 & CGT481 11 88

CERTIFICATE HOLDER**CANCELLATION**

CITY-S2 City of Sacramento 915 I Street, Ste 116 Sacramento, CA 95822	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 <i>Stephen D. Bender, Inc.</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ALL PROJECTS SUBJECT TO A
WRAP-UP INSURANCE PROGRAM
WITH LIMITED EXCEPTIONS FOR CERTAIN ONGOING
OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following exclusion is added to Paragraph 2., Exclusions of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to "bodily injury" or "property damage" arising out of any project that is or was subject to a "wrap-up insurance program".

This exclusion does not apply to "bodily injury" or "property damage" arising out of your ongoing operations that:

- a. Are being performed at any location owned by, or rented to, you that is outside the project site for that project and is not covered by the "wrap-up insurance program" for that project; or
- b. Are punch list or warranty work, if coverage was available to the insured under the "wrap-up insurance program" for "bodily injury" or "property damage" arising out of your ongoing operations and the "bodily injury" or

"property damage" occurs after the expiration of all such coverage.

The exceptions in this exclusion do not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" even if you are required to provide such coverage for an additional insured by a written contract or agreement.

2. The following is added to **Section V – Definitions**:

"Wrap-up insurance program" means any agreement or arrangement, including any contractor-controlled, owner-controlled or similar insurance program, under which some or all of the contractors working on a specific project, or specific projects, are required to participate in a program to obtain insurance that:

- a. Includes the same or similar insurance as that provided by this Coverage Part; and
- b. Is issued specifically for injury or damage arising out of such project or projects.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the 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 requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - I. 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
 - II. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must 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:

COMMERCIAL GENERAL LIABILITY

- I. How, when and where the "occurrence" or offense took place;
 - II. The names and addresses of any injured persons and witnesses; and
 - III. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- I. Immediately record the specifics of the claim or "suit" and the date received; and
 - II. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must 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.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Travelers Property Casualty

A Member of *Travelers Group*

POLICY NUMBER: BA5058L210

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. SCHEDULE

Person or Organization:

Address:

As required by written contract

B. PROVISIONS

Paragraph C. of the WHO IS AN INSURED provision includes the person or organization indicated below but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization

CA T3 01 01 87

**EXCLUSION – ALL HAZARDS IN CONNECTION WITH A
DESIGNATED EXPOSURE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

"Your work" on or for any project that, in whole or in part, is or will become any single-or multi-family housing, any residential condominium, any residential apartment or any assisted living facility. This description does not include "your work" within the boundaries of, or below, what is or will become any public street, roadway or right of way and does not include "your work" that is water or sewer line repair or replacement work other than such work on or inside any building.

This insurance does not apply to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of:

1. Any exposures shown in the above schedule; or
2. Any supervision, instructions, recommendations or advice given or which should have been given in connection therewith.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-27-2011

GROUP:
POLICY NUMBER: 7676113-2010
CERTIFICATE ID: 220
CERTIFICATE EXPIRES: 10-01-2011
10-01-2010/10-01-2011

CITY OF SACRAMENTO
915 I ST
SACRAMENTO CA 95814-2604

NF

JOB: PROJECT T15085800 JESSIE AVENUE
FRONTAGE IMPROVEMENTS

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Thomas Elone
President and CEO

THIS CERTIFICATE IS PART OF AN ADR FAMILY THAT ALSO INCLUDES THE FOLLOWING POLICIES:

6676113-10

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2011-05-12 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF SACRAMENTO

ENDORSEMENT #1600 - KAREN SILVA PRES, SEC, TRES - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2006 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2011-05-12 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF SACRAMENTO

EMPLOYER

AVAJO PIPELINES, INC
4671 24TH ST
SACRAMENTO CA 95822

NF

[B16,NF]

PRINTED : 05-27-2011



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-27-2011

GROUP:
POLICY NUMBER: 7676113-2010
CERTIFICATE ID: 220
CERTIFICATE EXPIRES: 10-01-2011
10-01-2010/10-01-2011

CITY OF SACRAMENTO
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We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Thomas Elone
President and CEO

THIS CERTIFICATE IS PART OF AN ADR FAMILY THAT ALSO INCLUDES THE FOLLOWING POLICIES:

6676113-10

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ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2011-05-12 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF SACRAMENTO

ENDORSEMENT #1600 - KAREN SILVA PRES, SEC, TRES - EXCLUDED.

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EMPLOYER

VAJO PIPELINES, INC
671 24TH ST
SACRAMENTO CA 95822

NF

[B16,NF]

PRINTED : 05-27-2011

SPECIAL PROVISIONS

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(PN: T15085800)

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**SPECIAL PROVISIONS
FOR
JESSIE AVENUE FRONTAGE IMPROVEMENTS PROJECT
(PN: T15085800)**

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

The purpose of this project is to construct full frontage improvements along Jessie Avenue between Rio Linda Boulevard and Taylor Street which will provide continuous pedestrian access.

The civil work includes: new rolled curb, gutter and sidewalk on both sides of roadway where improvements do not exist; placement of curb ramps; removing and placing new pavement; removing and placing new striping; conforming driveways; placing and relocating residential fences; placing new turf sod; adjusting sprinkler systems; and slurry sealing roadway.

The underground work includes installing new drain inlets, leads and maintenance holes and adjusting maintenance holes, valve box and drain inlets to match new grades.

The electrical work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to install a streetlight system as indicated on the Plan sheets and these Special Provisions.

1.2 ORDER OF WORK

The Contractor shall maintain traffic in both directions (eastbound and westbound) of Jessie Avenue during construction. This restriction shall limit work from occurring simultaneously on both sides (north and south) of the roadway.

1.3 COMPLETION TIME

The time limit for the completion of all items of work is forty (40) working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall pay a sum in the amount of **NINE HUNDRED TEN DOLLARS (\$910.00)** as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of forty (40) working days.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week and the number of working days charged to date. The Contractor will be allowed fifteen (15) calendar days in which to file a written protest setting forth in what respect the Contractor disagrees with the working day statement, otherwise the working day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

1.4 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.

1.5 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information, shall be directed to Greg Smith of the Department of Transportation, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-8364, FAX (916) 808-7903 or gsmith@cityofsacramento.org.

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 immediately but at least two (2) weeks prior to the bid opening date.

1.6 NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET

The Contractor and its subcontractors must not use 28th Street south of E Street as part of any haul route to and from the Bell Marine Co., Inc. / Harbor Sand and Gravel located at 200 28th Street. Acceptable routes to and from the facility are as follows:

To enter facility:

North on 30th Street
West on E Street
North on 28th Street

To exit facility:

South on 28th Street
East on C Street
South on 29th Street

The Contractor shall be assessed an administrative penalty of \$500 for each Contractor or subcontractor dump truck that uses 28th Street South of E Street to enter or exit the Bell Marine Co., Inc./Harbor Sand and Gravel.

1.7 CERTIFICATE OF COMPLIANCE

The Contractor shall provide the Engineer with a manufacturer's "Certificate of Compliance" at the Engineer's request within two weeks. The Certificate of Compliance shall clearly show that the material, equipment and/or work is in compliance with the tests and specifications set forth in these contract documents.

1.8 FINAL PAY QUANTITY

Final pay quantity is designated on the sealed bid proposal sheet with a "(F)". Final pay quantity shall conform to Section 9-1.015 "Final Pay Items" of the State Standard Specifications, except that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

1.9 EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the specifications shall be new and currently manufactured items, unless otherwise specified. All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.

All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the project shall be furnished and installed as though such parts were shown on the Plans or specified herein.

1.10 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 shall be 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. 29 Code of Federal Regulation 1910.120 relating to Hazardous Waste Operation Safety Training.

- c. City of Sacramento Building Code and the current edition of the Uniform Building Code.
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.

1.11 COORDINATION

The Contractor shall coordinate his activities in a manner that will provide the least interference with the City's operations, other contractors and utility companies working in the area, and agencies exercising jurisdiction over the project area or portions thereof.

1. At a minimum the Contractor shall coordinate his operations with the following:
 - City Traffic Signal and Street Lighting Maintenance Shop
Contractor shall notify Norm Colby, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-6635.
 - City Fire Alarm
Contractor shall notify Doug Crawford, at 798-0673 or 277-6133, a minimum of five (5) working days prior to beginning work at each location.
 - Underground Service Alert
Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.
 - Sacramento Municipal Utility District (SMUD)
Contractor shall contact Michelle Zuniga, SMUD, at (916) 732-5726, at least 2 months before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured. Contractor shall coordinate with SMUD to minimize construction conflicts with utility pole relocations.

- Pacific Bell
Contractor shall contact Astrid Willard at (916) 453-6136 forty-eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by Pacific Bell, or before any overhead line heights need to be measured.
 - Pacific Gas and Electric (PG&E)
Contractor shall contact David Allen, Senior Field Engineer Technician for PG&E, at (916) 386-5277, and Larry Schlaht at (916) 386-5371 at least 7 calendar days before start of construction.
2. A minimum of seven (7) calendar days prior to commencing work, the Contractor shall coordinate operations with the following City Divisions:
- City Waste Removal Division, Superintendent of Collection or Refuse Collection General Supervisor (808-4952).
 - Street Division, Street Cleaning Section General Supervisor (808-6333).
3. A minimum of three (3) working days prior to commencing work, the Contractor shall also be responsible for coordinating all works with the following City Divisions:
- City Public Media and Communications Specialist, Linda Tucker (808-7523).
 - The Police and Fire Department Communication Center (808-5034).
 - The City Traffic Signs and Markings Shop (808-6363).
 - Tree Services Division, Parks Superintendent (808-6345)
 - Department of Utilities (808-5371)
 - Streets Division (808-6336)
 - City Traffic Engineering Services (808-5307).

The Contractor shall be responsible for any garden refuse piles, which are inadvertently placed in the street between the time of City pickup and the Contractor's work. The cost for removing garden refuse piles shall be included in the unit prices bid for the various items of the proposal.

The cost of coordination shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

1.12 PROJECT SCHEDULING

The Contractor shall submit to the Engineer a practicable progress schedule and a schedule of values at the pre-construction meeting and within 5 days of the Engineer's written request at any other time. The Contractor shall furnish the schedules on a form of his choice. The progress schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which he will start the features of the work and the contemplated dates for completion of the work. The schedule of values is submitted for use in determining progress payments. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

The Contractor shall submit, review and update a project schedule in accordance with Section 7-2 of the Standard Specifications. Subsequent to the time that submittal of a progress schedule and a schedule of values is required in accordance with these specifications, no progress payments will be made prior to the submittal of an acceptable project schedule.

1.13 PROTECTION OF EXISTING IMPROVEMENTS

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 their accuracy.

The Contractor's attention is directed to the provisions of Chapter 3.1 "PROTECTION OF PUBLIC UTILITIES IN PUBLIC CONTRACTS" of the California Government Code concerning protecting existing overhead and underground utilities. In particular, Section 4216 and Section 4217.

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

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

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

The Contractor is responsible for the protection of and for damage to existing overhead and underground utility lines and services encountered during the course of construction. The Contractor shall notify the respective utility owner prior to any interruption of service.

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 or underground utilities not specified on Plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for his/her own convenience, shall be borne by the Contractor.

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

1.14 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE

The contractor's attention is directed to Sections 6 and 7 of the Standard Specifications.

The contractor shall adhere to guidelines as stated in Section 12.20.030 of Title 12 of the Sacramento City Code pertaining to Traffic Control Plan – Requirements, and shall conform to the current edition of the California MUTCD. Particular attention is directed to Chapter 6D – Pedestrian and Worker Safety and Chapter 6F – Temporary Traffic Control Zone Devices, Section 6F.68 – Detectable Edging for Pedestrians.

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

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

Driveway access shall remain open at all times unless approved by the Engineer. If a property has more than one driveway, then the Contractor shall contact the property owner to coordinate a schedule for driveway closures.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times. Skid resistance steel plates or other approved methods shall be used to cover all open excavations in the roadways and sidewalks at all times during construction

Water or dust palliative shall be applied as required or as directed by the Engineer for the alleviation and prevention of dust nuisance. This requirement shall apply for the full duration of the contract and is not limited to working days.

The contractor shall ensure the utility services to customers in the project are maintained.

Sufficient traffic control devices, including signs and flaggers, shall be utilized to route traffic and minimize impacts on the general public.

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work.

For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

Skid resistant steel plates or other approved methods shall be used to cover all open excavations in the roadways and sidewalks at all times during construction.

The plans shall be developed with the following requirements:

1. Working hours shall be between 8:30 AM and 4:30 PM Monday through Friday, unless otherwise approved by the Engineer.
2. Weekend work from 8:00 am to 5:00 pm may be approved by the Engineer.
3. The Contractor shall submit for approval, a written request to perform weekend work a minimum of two (2) weeks prior to the weekend dates. If weekend work is approved, the cost of inspection shall be borne by the City.
4. Traffic shall be maintained in both directions with a minimum of 11 foot travel lanes.
5. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.
6. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.
7. Residential driveways may only be closed after giving property owners 24 hour notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.
8. Commercial driveways shall remain open at all times. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners' 5 calendar days in advance.
9. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as 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.

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

1.15 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

The Contractor may not use extruded concrete slip form machines to construct concrete curbs, gutters and sidewalks. The Contractor shall use conventional board forming methods.

1.16 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control and handling for the City survey crew for all Contractor staking requests that require stakes within the vehicle travel lanes. The cost to provide traffic control and handling for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

1.17 PUBLIC NOTIFICATION

The Contractor shall notify residents and businesses within 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, 7 days a week.

The Contractor shall be responsible for issuing a second notice to property owners five (5) working days in advance of commencing any work on private property. The Contractor shall include in the public notification flyers/postcards detailed procedures explaining precautions the homeowner can take to help prevent plugged utility service fixture problems. The Contractor shall submit to the Engineer for review and approval public notification flyers/postcards before they are issued to the public.

Full compensation for this item shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.18 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

Equipment list and drawings shall be in accordance with Section 34-3 of the Standard Specifications and these Special Provisions.

Unless otherwise permitted in writing by the Engineer, the Contractor shall, within twenty (20) days following notification of award of the contract submit to the Engineer for approval a listing of equipment and material which he/she proposes to furnish and install. The list shall be complete as to name of manufacturer, size and catalog number of unit, and shall be supplemented by other data, including detailed scale drawings and wiring drawings. A minimum of five (5) copies of the above data shall be submitted to the Engineer for review and approval.

The Contractor shall submit to the Engineer a statement from each vendor supplying electrical equipment, including but not limited to, signal heads, standards, electroliers, luminaries, service

pedestal and all other electrical equipment indicating that the orders for the materials required for this contract have been received and accepted by said vendor. The confirmed date of delivery to the contractor shall be indicated on the statement.

All substitutions are subject to the approval of the Engineer.

1.19 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.

1.20 BACKFILLING OF VOIDS

All voids resulting from the removal of trees, pipes, maintenance holes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be removed, shall be backfilled per the provisions of Section 26 (Trench Backfill) of the Standard Specifications. In the event job excavated native material is unsuitable for backfill as determined by the Engineer, the Contractor shall furnish the required suitable backfill material.

The Cost to backfill voids as specified in the Special Provisions shall be included in the price bid for the respective items to remove trees, pipe, maintenance holes, ditch boxes, or other buried structures or objects, and no additional compensation shall be allowed.

1.21 PAVEMENT CUTTING AND RESTORATION

Pavement cutting and restoration shall conform to the provisions of Sections 13-4 of the Standard Specifications and these Special Provisions.

No pavement cutting shall precede pavement excavation by more than seven (7) calendar days unless approved by the Engineer. Prior to excavation in paved areas, pavement will be broken within the limits of expected excavation so as to prevent lifting of the pavement during excavation. Prior to restoration, the pavement shall be sawed or scored with an abrasive type pavement cutter (maximum blade width 1/4"). The proper tools and equipment shall be used so that the pavement will be cut to a neat and straight line six inches (6") beyond the limits of actual excavation.

Where pavement cutting takes place more than five (5) calendar days before trench excavation, the Contractor shall fill the pavement cuts with asphaltic patching mix and maintain a smooth riding surface until trenching begins.

Where the limits of excavation are located within twelve (12") of the edge of existing pavement or lip of the curb and/or gutter, the existing pavement within this twelve inches (12") shall also be removed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for all work involved in this item shall be considered as included in the unit price bid for roadway excavation and removing and replacing asphaltic concrete pavement.

1.22 PROTECTION OF TREES

During construction the Contractor shall protect existing trees. All work near the trees shall be coordinated by the Contractor with the City Arborist, Duane Goosen, phone number 808-4996. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

No storage of materials or parking of vehicles may occur within the drip lines of the trees, except on paved streets.

If, during construction, tree roots two inches (2") in diameter or greater are encountered, work shall stop immediately and the City Arborist shall be contacted for a root inspection, and roots shall not be cut without arborist approval. Roots approved by the arborist to be pruned during the course of project construction shall be cleanly cut. If extensive root pruning is proposed an arborist inspection will determine if tree removal is necessary.

If construction activities will affect any of the limbs of the trees, a certified arborist (certified by International Society of Arboriculture, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the arborist to be pruned during the course of project construction shall be cleanly cut.

The Contractor shall be responsible for damages to trees. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide or UFS standard diameter and area indexing. The Contractor's responsibility for damaged trees will be determined by the Arborist.

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

1.23 TREE TRIMMING

Trees identified by the Engineer to be trimmed shall be trimmed in accordance with the following specifications and as directed by the Engineer or project Arborist in conjunction with the City Arborist:

General Conditions - This work is to be performed by a Tree Service Contractor, licensed and bonded to do business in the City of Sacramento. The work to be done will consist not only of this trimming and removal of branches and limbs but also disposal of material trimmed from these trees. Disposal of material will not be allowed at the City Dump.

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment as required in

performing the work described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.

Description of Work - The work shall be done primarily from truck mounted aerial platforms except where trees are inaccessible to trucks. All hand and power tools in the performance of this work shall be subject to inspection and approval of the Manager of the Urban Forest Services division or his designated representative who shall serve as the inspector for the City.

In general, the standard tree trimming equipment shall be used and shall be maintained in a satisfactory condition at all times. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.

Inspection/Permit - The Contractor shall notify the Engineer prior to 8:00 a.m. on each day Contractor will be trimming trees.

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, Duane Goosen, (916) 808-4996 and obtain, for this project, a permit for tree trimming within the City.

Special Conditions - All licenses, insurance, etc., necessary to assume the legal responsibility for said work shall be acquired by the Contractor to cover the liabilities which might be caused by said work.

All workmen shall comply with State Compensation Safety Rules and must wear safety equipment at all times while on the job. Adequate warning devices, barricades, guards, cones, etc., shall be placed and necessary precautions shall be taken by the Contractor to provide protection for the workers, pedestrians and vehicular traffic in the area. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. It shall be the responsibility of the Contractor to work out any cooperative work schedules as necessary.

All tree work requiring climbing of trees shall be suspended during inclement weather. No trimmings or debris shall be left overnight on any of the work sites. Upon completion of a specific area, the site shall be left in a clean and orderly condition. It shall be the responsibility of the Contractor to repair any damages to adjacent property including shrubs, trees or other growth as well as structures along the route.

To prevent the spread of Dutch elm disease, tree trimming tools shall be sprayed with Lysol before any tree trimming and after each tree has been trimmed.

Personnel - All work shall be done by qualified and trained persons. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. A qualified foreman shall be provided to oversee and direct the work of each crew.

Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections in these Special Provisions, and as directed by

the Engineer. Trees shall be trimmed at locations where there are tree conflicts and as directed by the Engineer or project Arborist in conjunction with the City Arborist.

Tree trimming shall include the removal of any limbs or brush from limbs in order to achieve a clear space of at least six foot (6') radial distance from each luminaire. The results of the tree trimming shall produce an unobstructed cone of light that will illuminate a semicircle on the street at street level. The semicircle shall have a radius of forty feet (40') minimum on the street from the electrolier base. The unobstructed cone of light shall also illuminate an area at sidewalk level on the house side of the electrolier. This illuminated area shall extend fifteen feet (15') minimum from the base of the electrolier.

Twigs, small limbs and sucker growth shall be removed with hand pruners, pole pruners or a fine toothed saw. All portions of a tree removed in the pruning operations, whether small or large in diameter, shall be made just outside the branch bark ridge, parallel to and immediately adjacent to the tree limb from which the part is removed.

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final cuts on dead limbs shall not cut into the branch bark ridge or branch collar of the parent limb. Dead limbs larger than three-fourths of one inch (3/4") in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by pruning to reduce lateral end weight.

Shrubs shall be pruned as directed by the Engineer and shall conform to current ISA specifications.

The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

1.24 DEDUCT ITEMS/ELIMINATION OF WORK

The City reserves the right to deduct bid items included in the Sealed Proposal submitted by the Contractor without any compensation allowed therefore.

Additionally, the City reserves the right to eliminate work. The quantities of work eliminated shall be determined and agreed between the Contractor and Engineer. The Contractor's unit price bid shall be used in determining the total amount of work eliminated. The Contractor shall not be entitled to any compensation for elimination of the work. The contract days shall not change as a result of any deductions and elimination of work.

1.25 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED

If artifacts or stone, bone, or shell are uncovered during construction activities, the Contractor shall stop work within 100 feet of the find and notify the City, who will consult with a qualified archaeologist for an on-the-spot evaluation. Additional mitigation of the archaeological site will be the responsibility of the City. If bone is found and it appears to be human, the City will notify the Sacramento County coroner and the Native American Heritage Commission (916/322-7791).

1.26 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 of 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.

1.27 PERMITS AND STAGING AREA

If the Contractor decides he/she needs additional working easement areas, work sites or material sites to facilitate his operation, it shall be his sole responsibility to locate, negotiate, obtain and pay for such additional working easements, work sites and material sites.

The Contractor shall submit to the Engineer written authorization from the property owner of private property being used for the storage of equipment or materials. 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.

All areas lying outside of the street right-of-way which are affected by the work shall be restored to the same, or better condition existing prior to the commencement of the work, to the satisfaction of the Engineer.

The cost of necessary permits, all restoration, including but not limited to landscaping improvements, shall be included in the various items of work the Contractor deems appropriate, and no separate or additional compensation shall be made.

1.28 REMOVAL OF ON-STREET PARKING

Seventy-two (72) hours prior to construction (except Monday work, barricades shall be placed on the prior Thursday), the Contractor shall place signed Type II barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This

Block", at 50 to 60 foot intervals in the work area. The Contractor shall notify the City Parking Division (808-5874) prior to placing barricades. No fee is required in Non-metered zones.

"NO PARKING" signs shall be approved by the Engineer prior to their use. "NO PARKING" signs and barricades shall be supplied by the Contractor. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place.

Barricades shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.

Failure to comply with this section will prevent the City from towing vehicles parked within the proposed work area until the provisions of this section have been met and will require rescheduling of planned work. Additionally, "NO PARKING" signs and barricades shall not be removed prior to removal/towing of vehicles in violation of posted "NO PARKING" signs.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and payment of all fees required to perform all work, as specified in these Special Provisions and as directed by the Engineer and shall be considered as included in the prices paid for the various contract items of work. No additional compensation will be allowed therefore.

2. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

2.1 BALLAST (POST TOP LUMINAIRE)

Each luminaire shall be furnished with an integral ballast pre-wired to a terminal board. The ballast shall be 120 volt, high power factor, and +/- five (5%) percent input voltage range. Windings shall be copper.

Prior to City acceptance of a fixture for installation, Contractor shall submit to the City Engineer for approval information on the fixture and its ballast as per Section 34-3 of the Standard Specifications. Information on the ballast shall include but not be limited to the following:

Regulation - Furnish ballast electrical data and lamp operating volt-watt graph for nominal +/- five (5%) percent of rated line voltage for the rated life of the lamp to verify ballast performance and compliance with lamp specifications.

Ballast Loss - Manufacturer shall certify through Sacramento Municipal Utility District (SMUD) that the power consumption of the ballast for 100-watt high-pressure sodium shall not exceed 110 watts with minimal harmonic distortion.

Power Factor - Furnish test data to indicate that the power factor of the lamp-ballast system shall not drop below ninety (90%) percent throughout lamp life.

Capacitor Variance - Ballast design shall be such that the nominal manufacturing tolerance for capacitors of +/- six (6%) percent will not cause more than +/- eight (8%) percent variation in regulation throughout rated lamp life.

Lamp Failure - The ballast including the lamp starting circuitry function shall be capable of protecting itself against lamp failure modes. The ballasts shall be capable of operation with an open or short circuit condition for extended periods of up to six months without significant loss of ballast life, based on average life of 100,000 hours.

2.2 CONDUIT MATERIAL

Conduit to be installed underground shall be Schedule 40 polyvinyl chloride (PVC) or Schedule 40 polyethylene conduit as described herein unless otherwise indicated or specified. PVC conduit shall comply with the specifications in Section 34-10 of the City Standard Specifications. High-density polyethylene conduit shall comply with the following specifications:

Conduit shall be fabricated from polyethylene shall be in conformance with applicable ASTM and NEMA standards and Article 347 of the National Electrical Code. Non-black polyethylene conduit shall contain not less than 2500 parts per million (ppm) of a hindered amain ultraviolet light stabilizer. Ultraviolet stabilization additive for black polyethylene conduit shall consist of a carbon black loading of $2.5\% \pm 0.5\%$ by weight.

Conduit shall be manufactured from high-density polyethylene resin designated as Type III, Category 5, Class C, Grade P34 material in accordance with ASTM D1248.

2.3 CONDUIT INSTALLATION

Conduit installation shall be in accordance with Section 34-9, 34-10 of the Standard Specifications and as modified by these Special Provisions. "Jet-rodding" is not permitted.

Conduits terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction. Conduits terminating in standards, pedestals, and cabinets shall terminate one and one-half inches (1½") above finished grade. Conduits shown on the Plans to be adjacent and parallel to each other shall be installed in the same trench or drill hole unless otherwise specified or directed by the Engineer. Under the sidewalk, conduit shall be laid to a depth of not less than eighteen inches (18") below the sidewalk grade.

Conduits shall be installed by trenching or directional drilling method.

All applicable requirements in these Special Provisions to locate, and to protect existing utilities, utility laterals, obstructions, and other facilities in the area shall be conformed to and no additional compensation will be allowed therefor. Contractor is responsible for any damage and the repair of any existing facilities damaged by his/her trenching or drilling operations. Contractor is responsible for any potholing necessary and cost for potholing shall also be included in price paid for applicable items of work and no additional compensation will be allowed therefor. All trenching or drilling work shall be contained within the City right-of-way. If utilities or other obstacles are encountered at the specified conduit depth, any additional drilling required to avoid the obstacle shall be made at the Contractor's expense and no additional compensation will be allowed therefor. Location of trenching and drill holes shall take into consideration minimal impact to the street pavement while still meeting the requirements of these Special Provisions.

A. Trenching Method

Installation of conduit by trenching shall be in conformance with the Plans and these Special Provisions. See plan sheets for trench details. Trenches shall be backfilled or covered at the end of each work day. All conduit installed by trenching shall be anchored every 15 feet to the bottom of the trench, with an approved method, so as to prevent the conduit from floating when the concrete is backfilled into the trench.

1. Trenches in reconstructed roadways shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).
2. Trenches in existing roadways shall use the "T-Trench" method. The portion over the trench shall be paved with asphalt concrete, Type A with ¾" aggregate (coarse); except on residential streets where the base course shall be Type A, ¾" aggregate (coarse) and

surface coarse shall be Type B, ½" aggregate, (medium), per Section 22 of the City Standard Specifications, unless otherwise directed by the Engineer. See plan sheets for width and thickness of asphalt concrete over trench. Trenches shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

B. Directional Drilling Method

Installation of conduit by directional drilling shall be in conformance with the Plans and these Special Provisions.

Conduits shall be installed such that the top of the conduit(s) are not less than eighteen inches (18") below the finished grade in sidewalk areas and not less than thirty inches (30") in all other areas except as otherwise specified or directed by the Engineer.

Prior to the start of directional drilling, the Contractor shall submit a plan which identifies location and size of proposed drill holes, describes process for identifying/locating existing utility services and other underground utilities or obstructions, identifies a proposed "drilling corridor" to avoid conflicts with existing utilities, services and other facilities. This plan shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to directional drill until an approved plan is on file with the Engineer

Directional drilling shall be performed by the technique of creating and directing a bore hole along a predetermined path to a specified targeted location where indicated on the plans to install conduits. The technique shall involve the use of mechanical and hydraulic equipment to change the boring course and shall use instrumentation to monitor the location and orientation of the boring head assembly along the predetermined course. Drilling shall be accomplished with fluid-assisted mechanical cutting. Unless otherwise approved, boring fluids shall be a mixture of bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate the drilling head. It is mandatory that minimum pressures and flow rates be used during drilling operations so as not to fracture the subgrade material around and/or above the bore. Uncontrolled jetting (where the primary purpose is to use fluid force to erode soil for creation of the final bore hold diameter) is prohibited. The drilling system shall utilize small-diameter fluid jets to fracture, and mechanical cutters to cut and excavate the soil as the head advances forward.

All drilling shall be located a minimum of three feet (3') from the center of all existing maintenance holes. Drilling that run parallel to any sanitary sewer or storm drainage lines shall maintain a minimum clearance of three feet (3') measured from the centerline of the sewer or drainage line to the adjacent side of the drill hole. Drilling that crosses any sewer or drainage line shall cross at 90 degrees to the line or at a minimum of 45 degrees if a 90 degree crossing is not possible.

2.4 CONDUCTORS

Conductors shall be in accordance with Section 34-12 of the Standard Specifications, except for the following:

1. If the existing ground wire (green 1#10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables.
2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.
3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.

2.5 HIGH PRESSURE SODIUM VAPOR LAMPS

Each luminaire shall be equipped with a clear high pressure sodium vapor lamp. The lamp base shall be a mogul screw base. Lamps shall conform to the appropriate ANSI Specifications for the luminaire voltage and wattage specified on the plans.

The Contractor shall test each lamp to be used prior to installation. All lamps used shall conform to the following initial lamp voltage characteristics:

Lamp Wattage (Watts)	Rated Voltage Design Center (Nominal volts)	Voltage Range Initial
100	55	45-62

The lamp voltage measurement may be made using a standard ballast or the fixture ballast or the fixture ballast intended for use with the lamp.

The measurement shall be made with an A.C. volt meter having an accuracy of one-tenth of one percent of full scale. All lamps that do not fall within the range specified shall not be installed on this contract. Contractor shall allow the lamps to reach a steady state condition after twenty (20) minutes before measurement is made.

The Contractor shall, as part of the guarantee, replace with the Contractors forces at the Contractors expense any and all lamps that fail within a one year period following final job acceptance. If the Contractor fails to respond within forty-eight (48) hours after notification, the City will reserve the right to replace the lamp and the contractor agrees to pay the City the sum of \$50.00 for each lamp replaced in this manner.

2.6 INSPECTION

Inspection shall be in accordance with Section 34-22 of the Standard Specifications and these Specifications.

2.7 LIGHTING STANDARDS

The Post Top Luminaire shall be in accordance with the City of Sacramento Standard Specifications 2007, see sheet E-90.

Lighting standards shall be in accordance with Section 34-18 of the Standard Specifications, except for the following: Lighting standards shall be round tapered steel pole fabricated from cold rolled steel with dimensions and construction detail as shown on the Plans. Wall thickness of the lighting standards shall be No. 11 or heavier, U.S. standard gage steel having a minimum yield strength of 48,000 pounds per square inch. The standards shall be hot dipped galvanized after fabrication.

On the bottom of the post top standard a 4" x 6-1/2" reinforced handhole with frame and cover shall be provided.

2.8 UNMETERED ELECTRICAL SERVICE

The new service pedestal shall be supplied and installed as shown on the Plans and shall conform to the serving utility requirements.

The service pedestal shall be fabricated in accordance with the service pedestal detail drawing. The overall dimensions of the enclosure shall be 51" high x 12" wide x 7.25" deep.

The service pedestal shall be fabricated from 14 gauge Type 304D stainless steel and as described under the following paragraph in the Caltrans Standard Specifications section 86-3.07A, "Cabinets fabricated from stainless steel shall conform to the following:".

The mounting brackets shall be 10 gauge Type 304D stainless steel. All welds shall be of highest quality and ground smooth and finished so that grind marks are not visible.

The enclosure shall be rain tight and dust tight. All welds shall be ground smooth and finished so that grind marks are not visible. A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided in addition to a hinged outside door equipped with a draw latch suitable for padlocking. Galvanized anchor bolts shall be inside or outside the service pedestal as shown on the Plans.

A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided. A hinged outside door equipped with a heavy duty draw latch and two (2) heavy duty hasps suitable for padlocking shall be provided for the service section. The dead front panel on the service enclosure shall have a continuous stainless steel piano hinge.

The enclosure shall have no screws, nuts, or bolts on the exterior, except utility sealing screws. All screws, nuts, bolts, and washers shall be stainless steel. All hinges and hinge pins shall be stainless steel.

No surface of the pedestal shall be deflected inward or outward more than 1/16" measured from the intended plane of the surface.

Service enclosures shall be factory wired and conform to NEMA Standards. All control wiring shall be stranded copper, No. 14 AWG THHN/THWN rated for 600 Volts. All control wiring shall be marked with permanent clip sleeve wire markers. Felt, pencil, or stick back markers will not be acceptable. A copy of the wiring diagram for the service pedestal shall be enclosed in plastic and mounted on the inside of the service section.

All circuit breakers, contactors, and wire shall be listed by UL or ETL. The pedestal shall conform to the NEMA 3-R standard.

The terminal lugs or strips shall be copper or alloyed aluminum. All terminals shall be compatible with either aluminum or copper conductors.

The service pedestal shall have provisions for the installation of up to a total of 16 single-pole circuit breakers, including brass links and mounting hardware. All copper wiring used for main bussing shall be No. 2 AWG THHN/THWN and rated for 125 amperes. Branch circuit panel shall use loop wiring rated for 105 amperes with THHN/THWN insulation.

Nameplates of a reasonable size identifying the control unit therein shall be installed on the dead front panel. Nameplates shall be black laminated with a white plastic center. All nameplates shall be fastened by screws.

The entire service pedestal shall be constructed with the highest quality workmanship and shall meet all applicable codes. Complete submittal drawings on all substitutions shall be submitted to the Engineer in accordance with Section 34-3 of the Standard Specifications. If the proposed substitute is rejected or if the submittal is not made within the specified time, the specified equipment shall be furnished.

The Contractor shall protect and lock the service pedestal during construction. After construction, the Contractor shall provide for each pedestal a master lock, which will accept a Type 2214 key.

Street light "ON" and "OFF" control will be by photoelectric cell. All conduits and wires shall be furnished and installed by the Contractor.

The unmetered electrical service will be served from the serving utility as shown on the Plans. Service shall be wired for 120/240 volts, three-wire and single phase as shown on the Plans. The Contractor shall connect the luminaires to the circuits designated on the Plans.

Mounted in each unmetered service pedestal shall be the following equipment:

1. One two-pole, 120-volt alternating current main breaker with 100-ampere trip and a rating of 10,000 amperes AIC at 120/240 volts. Each main breaker shall have internal common trip. Each pole shall have individual on-off control and handle tie for common operation. Breaker shall be Cutler-Hammer Quicklag C or approved equal.

2. One single-pole, 120-volt alternating current branch circuit breaker for control circuit with 15-ampere trip and a rating of 10,000-ampere AIC at 120/240 volts. Breaker shall be Cutler-Hammer Quicklag C or approved equal.
3. One single-pole, 120-volt alternating current branch circuit breaker for irrigation control with 15-ampere trip and a rating of 10,000-ampere AIC at 120/240 volts. Breaker shall be Cutler-Hammer Quicklag C or approved equal.
4. Six single-pole, 120-volt alternating current branch circuit breakers for street lighting, each with 40-ampere trip and a rating of 10,000 amperes AIC at 120/240 volts. Breakers shall be Cutler-Hammer Quicklag C or approved equal.
5. Two 3-pole, normally open, 60-ampere mercury displacement relays. Coil voltage shall be 120 VAC, 60 cycle. Mercury displacement relays shall be Dayton Electric Manufacturing Co., Model Number 3X753E, or approved equal.
6. One oil tight "Hand-Off-Auto" selector switch.
7. One solid copper neutral bus.
8. Incoming terminals (landing lugs).
9. Solid neutral terminal strip.

2.9 POST TOP LUMINAIRES

Luminaires to be furnished and installed shall be 100-watt high pressure sodium post top luminaires with either grey or aluminum color of silicone acrylic resin or baked enamel paint to match galvanized steel poles. Each luminaire shall consist of a reinforced heavy gauge spun aluminum canopy, die cast aluminum ballast housing with porcelain socket, prismatic diffused acrylic refractor with top and bottom refractor gaskets and shall be suitable for mounting on a 3" to 3-1/4" outside diameter pole. Pole mounting shall be by two bolt self leveling slipfitter or three set screws. Set screws shall be hex or square head screws. Slotted or Allen set screws are not acceptable. If set screws are used, an approved aluminum mounting kit for installation between the luminaire and pole shall be provided. All external hardware shall be of stainless steel or other corrosion resistant metal.

Unless otherwise noted, post top luminaires shall have Type III refractors.

The luminaire refractor shall be available in Illumination Engineering Society Type III and Type V light patterns when operated with a clear high pressure sodium lamp. An integral glare shield shall be available as an option. All refractors shall be of the diffuse type to provide optimum uniform illumination levels from each luminaire.

The ballast, socket, capacitor and starter shall be mounted on a frame which shall be removable by removing two screws.

The house side quadrant of each prismatic refractor shall be capable of directing the light rays of the lamp toward the street, away from the house side. In lieu of a prismatic house side quadrant an approved aluminum internal glare shield will be acceptable for a Type V Refractor.

Post top luminaires shall conform to the following:

1. Luminaire canopy shall be twenty-eight inches (28") in diameter minimum and shall be reinforced to provide no flexing of the canopy. Reinforcement shall be by means of a flat metal disc which shall be an integral part of the canopy. The top seal of the luminaire housing shall be mounted on the reinforcing flat metal disc.
2. One seal shall be attached to the canopy to provide a secure fit with the lens. A second seal shall be attached to the aluminum housing below the lens (or attached to the lens) to prevent the entry of dust and water. Seals shall be neoprene or approved equal, and shall be one-half inch (1/2") wide minimum and one-half inch (1/2") thick minimum.
3. Refractor type supplied shall be as shown on the Plan and shall be suitable for use with a clear high pressure sodium lamp.
4. The canopy shall be held by means of a threaded ring and hold down nut assembly. Canopy hold down mechanism using thumb screws and washers are not acceptable.
5. Unless a photo cell receptacle is specified, there shall be no photo cell receptacle hole in the luminaire assembly.

2.10 PULL BOXES

Shall be in accordance with Section 34-11 of the Standard Specifications, except for the following:

1. All new pull boxes shall be set in place prior to pouring any new sidewalk.
2. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer.
3. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways.
4. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes.
5. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks.

6. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials.
7. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

2.11 WIRING

Wiring shall be in accordance with Section 34-13 of the Standard Specifications, except for the following:

After taping, all splices shall be painted with an approved electrical coating that will resist oil, acids, alkalis, and adverse environmental conditions. Pull ropes used to pull conductors in conduit shall be a minimum of three-eighths inch (3/8") in diameter.

3. ITEMS OF THE PROPOSAL

ITEM NO. 1 - PRECONSTRUCTION PHOTOGRAPHS

Preconstruction photographs shall conform to Section 11 of the Standard Specifications.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in taking preconstruction photographs as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 2 - CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 12 and 13 of the Standard Specifications and these Special Provisions. The removal of trees, bike trail speed hump bollards, and concrete steps, indicated on the Plans shall be included in this item. The removal of the existing roadway pavement, base, native material, drainage inlets, driveway conforms, curb, gutter and sidewalk, shall be part of the "Roadway Excavation and Grading" item and shall not be paid for under this item.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in clearing and grubbing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 3 - POTHOLING BY DRILLING

Potholing shall consist of drilling where directed by the Engineer to fully expose underground utilities and facilities so that their exact horizontal and vertical alignment can be determined. The exact location and final number of potholes shall be determined in the field by the Engineer after the underground facilities have been marked in the field through Underground Service Alert (USA).

The Engineer will request potholing where potential conflicts exist between existing facilities identified through USA in the field and the proposed improvements. In the event existing and proposed facilities are found to be in conflict after potholing, the Engineer reserves the right to change the alignment and grade of the proposed improvements. The Contractor shall not commence work on the proposed improvements until the Engineer has determined the need for potholing and gives the Contractor clearance to proceed with the proposed improvements.

In the event lowering, raising or realignment of the proposed improvements are necessary because of conflicts, and the realignment materially changes the character of the planned work, increases or decreases in the unit cost of the work shall be established per the provisions of Sections 4 and 8 of the Standard Specifications.

A total of five (5) non-consecutive working days shall be planned for in the Contractor's schedule for potholing work as specified in this item. The Contractor shall schedule the work such that potholing does not affect any critical path activities. No contract working day extensions shall be granted to the Contractor for potholing work.

Backfilling of potholing excavations shall be per Sections 13-4 and 14-3 of the Standard Specifications. The cost for backfilling and street surface restoration shall be included in the unit price bid for this item and no additional compensation shall be made. Surface restoration in paved areas not planned to be reconstructed with this project shall match the existing pavement section and be a minimum of 6" AC on 12" Class 2 AB per Standard Drawing No. T-80.

The quantity of potholing contained in the bid proposal has been specified for the purpose of establishing a reasonable unit price for this item. The Engineer reserves the right to decrease the specified quantity in its entirety or increase it as necessary for the proper completion of the work. Notwithstanding the provisions of Section 4 of the Standard Specifications, no adjustment to the unit price will be made, nor will any monies be due to the Contractor for any change in the quantity specified in the bid proposal.

Potholing may be performed by drilling a hole in concrete or asphalt and excavating material as to not damage utilities or another approved method may be used. The maximum depth of pothole will be determined by the depth of utility. The diameter of the pothole shall not exceed 6 inches unless approved by Engineer.

Payment shall be made at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in potholing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 4 - ROADWAY EXCAVATION AND GRADING

Excavation and grading shall conform to Section 14 of the Standard Specifications and these Special Provisions.

Excavation shall include sawcutting and removal of all asphalt concrete (AC), aggregate base (AB), Portland Cement Concrete (PCC), drainage inlets, native material and soil to allow construction of improvements to the lines and grades shown on the Plans. This item shall include grading behind the proposed sidewalk and driveway conforms necessary to match the existing grades and improvements.

This work shall include excavation and grading necessary to construct the proposed street section, ditch grading and ditches, median, curb, gutter, sidewalk, driveway conforma, walkways and shall include finish grading to match the back of sidewalk to surrounding grade using a maximum 4:1 slope per the construction plans. This work shall include shaping and trimming of slopes, and the placement and compaction of excavated earth material to the lines and grades shown on the Plans.

All existing asphalt pavements to be removed shall be full depth saw-cut at the limits of removal as shown on the Plans and in accordance with Section 13 of the Standard Specifications.

Excess excavated material shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right-of-way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

The Contractor shall exercise extreme care to avoid damaging the curb and gutter lips, sidewalks, and planting areas during excavation operations. Gutter lips damaged by the Contractor which are spalled in excess of one inch (1") deep by five inches (5") long will be repaired at the Engineer's direction. The cost of repairs to damaged curb and gutter shall be considered as included in this item, and no separate payment shall be made therefore.

Payment shall be made based on the final pay quantity indicated on the Sealed Proposal and will not be recalculated in the field. Payment for fill grading shall be included in the unit bid price for this item and shall not be made separately.

Payment shall be based on final pay quantity per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with roadway excavation and grading as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 5 - UNSUITABLE MATERIAL TO REMOVE AND REPLACE

Unsuitable material encountered below the grading plane in excavation areas shall be excavated, disposed and replaced as directed by the Engineer and shall conform to Section 14-8 of the Standard Specifications.

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. If no unsuitable material is encountered, then the quantity shown for this item will be deleted.

Contractor shall excavate unsuitable material and the resulting space shall be filled with Aggregate Subbase (Graded) at such places and limits directed by the Engineer and shall conform to Section 10-8 of the Standard Specifications.

Measurement for payment for excavation of unsuitable material and placement of Aggregate Subbase (Graded) shall be based upon the weight of Aggregate Subbase (Graded) material placed.

Payment shall be at the unit price bid per ton and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with removal of unsuitable material and placement of Aggregate Subbase (Graded) as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 6 - GEOGRID MATERIAL TO PLACE

Geogrid material shall be placed where unsuitable materials are encountered and as directed by the Engineer and shall conform to Sections 10 and 14 of the Standard Specifications or Tenax "MS Series" (www.tenax.net 1-800-356-8495) or approved equal.

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 weak subgrade. If no weak subgrade is encountered, then the quantity shown for this item will be deleted. The geogrid item is included to minimize the need for subexcavating structurally unsuitable subgrade soils. It is a soil remediation alternative to subexcavating additional material below the required lines and grades of the Plans. It can also be used in conjunction with sub excavation operations in an effort to minimize the sub excavation quantities.

Payment shall be made at the unit price bid per square yard in place and shall include full compensation for all labor, materials, tools, equipment, incidentals, compacting aggregate base material or other approved material above the geogrid and for doing all work involved with placing geogrid material as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 7 - AGGREGATE BASE CLASS 2 TO PLACE

Class 2 aggregate base shall be placed as shown on the Plans and conform to Sections 10 and 17 of the Standard Specifications and these Special Provisions.

This item shall include placing Class 2 aggregate base in the pavement section, shoulder area, and under the proposed curb, gutter, sidewalk and conformed driveways.

Payment shall be made at the unit price bid per ton based on the weight tickets and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing aggregate base Class 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 8 - ASPHALT CONCRETE (1/2") PAVEMENT TO PLACE

Asphalt concrete shall be Type A, 1/2" maximum aggregate and shall be placed as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 22 of the Standard Specifications.

Payment shall be at the unit price bid per ton based on the weight tickets and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing asphalt concrete pavement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 9 - 3 1/2" PCC SIDEWALK TO CONSTRUCT

Portland cement concrete (PCC) sidewalk shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

Sidewalk transitions to driveways shall be included in this bid item.

The sidewalk portion of the curb ramps shall be paid under this item of the proposal. The curb ramps shall be constructed where shown on the Plans or as directed by the Engineer.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing 3-1/2" PCC sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 10 - CURB AND GUTTER TYPE 1 TO CONSTRUCT

Portland cement concrete curb and gutter type 1 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

The curb and gutter portion of the curb ramps and transitions to existing curb and gutter of a different type shall be paid for with this item of work.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter type 1 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 11 - MODIFIED CURB AND GUTTER TYPE 1 TO CONSTRUCT

Portland cement concrete modified curb and gutter type 1 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing modified curb and gutter type 1 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 12 - CURB AND GUTTER TYPE A TO CONSTRUCT

Portland cement concrete curb and gutter type A shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications and Exhibit D of the Appendix.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter type A as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 13 - CURB TYPE 3 TO CONSTRUCT

Portland cement concrete curb type 3 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb type 3 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 14 - RETAINING WALL TO CONSTRUCT

Retaining walls shall be constructed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 10 of the Standard Specifications and Exhibit C of the Appendix.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals, and for doing all work involved with constructing retaining walls as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 15 - TRUNCATED DOMES ON NEW RAMPS (36" X 48")

Cast in place truncated domes shall be installed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-78 and T-79) of the Standard Specifications.

Detectable Warning Tiles shall be by Armor Tile or ADA Solutions: Product (#1) #ADA-C3648S-YW, Cast in Place, 36" x 48", Sound Amplifying, Color Federal Yellow, Product (#2) #ADA-S-3648-YW, Surface Applied, 36" x 48", Sound Amplifying, Color Federal Yellow or ADA Solutions Product (#1) # 3648IDPAVIY, Cast in Place, 36" x 48", Sound Amplifying, Color Federal Yellow, Product (#2) # 3648IDRET1Y, Surface Applied, 36" x 48", Sound Amplifying, Color Federal Yellow.

Detectable Warning Tiles shall have a five (5) year written warranty.

Installation of detectable warnings shall be by manufacturer trained and certified individuals. Detectable warning and installation shall have a five (5) year written warranty.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with installing

cast in place truncated domes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 16 - SPEED LUMP TO REMOVE AND REPLACE

This item shall consist of removing and replacing asphaltic concrete speed lumps as shown on the Plans or as directed by the Engineer and shall conform with these Special Provisions and Exhibit A of the Appendix.

Construction of asphaltic concrete speed lumps shall be Type A, 1/2" fine conforming to Section 22 of the Standard Specifications except that asphaltic concrete shall be placed only when the ambient air temperature is 60° F and rising. The tack coat shall be applied at the rate of 0.05 to 0.15 gallons per square yard prior to paving operations.

As directed by the Engineer, suitable feathered connections to existing pavement shall be made.

The Engineer will not accept any speed lump that is less than three and one quarter inches (3 1/4") in height or exceeds a maximum three and three quarter inches (3 3/4") in height or that is not of the shape shown on the drawing in Exhibit A of the Appendix.

The Contractor shall construct speed lumps across the entire width of street from lip of gutter to lip of gutter as shown on the drawing in Exhibit A of the Appendix.

The Contractor shall construct speed lumps in the exact locations of original speed lumps.

The Contractor shall contact the Engineer for coordination a minimum of three (3) working days prior to the construction of speed lumps.

Payment shall be at the unit price bid per each location (lip of gutter to lip of gutter) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work and surface preparation involved in removing and replacing speed lumps as specified in these Special Provisions and as directed by the Engineer. Payment shall also include the placement and maintenance of temporary reflective "floppy" pavement markers placed on the speed lump in a pattern similar to the permanent striping.

ITEM NO. 17 - BOLLARDS TO PLACE

Bollards shall be furnished and installed at speed lump locations and the northwest corner of Jessie Avenue and Naruth Way as shown in the Plans and as directed by the Engineer, and shall conform with Section 38 of the Standard Specifications, these Special Provisions, and Exhibit A of the Appendix.

Installation of bollards shall be per manufacturer's recommendation with the approval of the Engineer.

Contractor shall submit to Engineer, for approval, the manufacturer's specification of the bollard. Bollards shall not be placed on the project prior to approval by the Engineers of the manufacturer's specifications submitted by the contractor.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing bollards as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 18 - PULL BOX TO ADJUST TO GRADE

This item shall pay for adjusting existing pull boxes to the grade of the new surface and shall conform to the applicable requirements of Sections 10 and 34 of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for protecting all cables from injury or damage during the construction operations.

All rubble and debris on the pull box floors associated with the Contractor's operation shall be removed and disposed of away from the project site.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in adjusting pull boxes to grade as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 19 - MAINTENANCE HOLE TO ADJUST TO GRADE

Existing maintenance holes shall be adjusted to the grade of the new surface and shall conform to the applicable requirements of Sections 10, 25 and 38 of the Standard Specifications and these Special Provisions.

The cost of adjusting a maintenance hole shall include any necessary lowering, temporarily removing, covering and raising the maintenance hole head to the grade of the new surface under this item.

If lowering is necessary, the Contractor shall verify that all lowered maintenance holes are raised back to grade by back checking against drawings. The Contractor shall perform field review with the Engineer to ensure all maintenance holes shown on the drawings have been raised to grade.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in adjusting maintenance holes to grade as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 20 - CLEAN-OUT BOX TO REPLACE AND ADJUST TO GRADE

Existing clean-out box shall be replaced and adjusted to grade where shown on the Plans and shall conform to applicable requirements of Sections 26 and 38 (Details S-260 and S-265) of the Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in replacing clean-out boxes and adjusting to grade as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 21 - CLEAN-OUT BOX TO REPLACE AND RELOCATE

Existing clean-out box shall be replaced and relocated where shown on the Plans and shall conform to applicable requirements of Sections 26 and 38 (Details S-260 and S-265) of the Standard Specifications and these Special Provisions. Included in this item is the extension of sewer services to the back of walk.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in replacing and relocating clean-out boxes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 22 - WOOD POST (3") TO RELOCATE

Existing 3 foot wood posts near bike trail shall be removed and relocated to the new locations as shown on the Plans and as directed by the Engineer. The Contractor shall replace existing wood posts with new wood post of like material.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in relocating 3 foot wood posts as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 23 - THROUGH SIDEWALK DRAIN TO PLACE

Through sidewalk drains shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 10 and 38 (DWG T-31) of the Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals, and for doing all work involved with placing through sidewalk drains as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 24 - WOOD FENCE (6') TO PLACE

Contractor shall remove and replace the existing wood fence with new fence where shown on the Plans, as directed by the Engineer, in accordance with Section 13 of the Standard Specifications, these Special Provisions, and Exhibit E of the Appendix.

The Contractor shall use new fencing materials of equal quality or better for replacement of existing wood fences. Removed fencing materials shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer.

The replaced wood fences shall be constructed according to Exhibit E found in the Appendix of these specifications:

Where fences are removed for replacement, the Contractor has the option of replacing the fence during the construction of the sidewalk or using a temporary six-foot (6') chain link fence to protect the existing property. The property must be protected by fencing at all times. Payment for temporary fencing shall be included in the cost of this item.

The Engineer shall determine the amount and exact limits of wood fence to be replaced in the field. Measurement for payment shall be based upon the actual length of fence replaced. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

The Contractor shall coordinate fence and gate removal and replacement with property owner.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing wood fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 25 - WOOD GATE (6') TO PLACE

Contractor shall remove and replace the existing wood gate with new gate where shown on the Plans, as directed by the Engineer, in accordance with Section 13 of the Standard Specifications, and these Special Provisions.

The Contractor shall use new wood gate materials of equal quality or better for replacement of existing wood gates. Removed wood gate materials shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer.

The gate may require modifications to conform to the new grades of the proposed driveway. The cost for any modifications including the concrete flat area for the gate or any other modifications to make the gate work properly shall be included in this item.

Where wood gates are removed for replacing, the Contractor has the option of replacing the gate during the construction of the driveway or using a temporary gate to protect the existing property at all times. Payment for temporary gates shall be included in the cost of this item.

The Contractor shall coordinate fence and gate removal and replacement with property owner.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing wood gates as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 26 - CHAIN LINK FENCE (6') TO PLACE

Contractor shall remove and replace the existing chain link fence with new fence where shown on the Plans, as directed by the Engineer, in accordance with Section 13 of the Standard Specifications, and these Special Provisions.

The Contractor shall use new fencing materials of equal quality or better for replacement of existing chain link fences. Removed fencing materials shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer.

The replaced chain link fences shall be constructed according to (DWG.T-90).

Where fences are removed for replacement, the Contractor has the option of replacing the fence during the construction of the sidewalk or using a temporary six-foot (6') chain link fence to protect the existing property. The property must be protected by fencing at all times. Payment for temporary fencing shall be included in the cost of this item.

The Engineer shall determine the amount and exact limits of chain link fence to be replaced in the field. Measurement for payment shall be based upon the actual length of fence replaced. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

The Contractor shall coordinate fence and gate removal and replacement with property owner.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing chain link fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 27 - CHAIN LINK GATE (6') TO PLACE

Contractor shall remove and replace the existing chain link gate with new gate where shown on the Plans, as directed by the Engineer, in accordance with Section 13 of the Standard Specifications, and these Special Provisions.

The replaced chain link gates shall be constructed according to (DWG.T-90).

The Contractor shall use new chain link gate materials of equal quality or better for replacement of existing chain link gates. Removed chain link gate materials shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer.

The gate may require modifications to conform to the new grades of the proposed driveway. The cost for any modifications including the concrete flat area for the gate or any other modifications to make the gate work properly shall be included in this item.

Where chain link gates are removed for replacing, the Contractor has the option of replacing the gate during the construction of the driveway or using a temporary gate to protect the existing property at all times. Payment for temporary gates shall be included in the cost of this item.

The Contractor shall coordinate fence and gate removal and replacement with property owner.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing chain link gates as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 28 - CHAIN LINK FENCE (4') TO PLACE

Contractor shall remove and replace the existing chain link fence with new fence where shown on the Plans, as directed by the Engineer, in accordance with Section 13 of the Standard Specifications, and these Special Provisions. Steel base plates (see Exhibit F of the Appendix) shall be paid for under this item.

The Contractor shall use new fencing materials of equal quality or better for replacement of existing chain link fences. Removed fencing materials shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer.

The replaced chain link fences shall be constructed according to (DWG.T-90).

Where fences are removed for replacement, the Contractor has the option of replacing the fence during the construction of the sidewalk or using a temporary six-foot (6') chain link fence to protect the existing property. The property must be protected by fencing at all times. Payment for temporary fencing shall be included in the cost of this item.

The Engineer shall determine the amount and exact limits of chain link fence to be replaced in the field. Measurement for payment shall be based upon the actual length of fence replaced. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

The Contractor shall coordinate fence and gate removal and replacement with property owner.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in

placing chain link fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 29 - CHAIN LINK GATE (4') TO PLACE

Contractor shall remove and replace the existing chain link gate with new gate where shown on the Plans, as directed by the Engineer, in accordance with Section 13 of the Standard Specifications, and these Special Provisions.

The replaced chain link gates shall be constructed according to (DWG.T-90).

The Contractor shall use new chain link gate materials of equal quality or better for replacement of existing chain link gates. Removed chain link gate materials shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer.

The gate may require modifications to conform to the new grades of the proposed driveway. The cost for any modifications including the concrete flat area for the gate or any other modifications to make the gate work properly shall be included in this item.

Where chain link gates are removed for replacing, the Contractor has the option of replacing the gate during the construction of the driveway or using a temporary gate to protect the existing property at all times. Payment for temporary gates shall be included in the cost of this item.

The Contractor shall coordinate fence and gate removal and replacement with property owner.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing chain link gates as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 30 - WROUGHT IRON FENCE TO RESET

Contractor shall remove and reset the existing fence where shown on the Plans, as directed by the Engineer, in accordance with Section 13 of the Standard Specifications, and these Special Provisions.

The Contractor shall use existing fence material from the respective property in the resetting of fences. Contractor shall replace any fencing material damaged with new material of equal quality or better.

The reset iron fences shall be constructed according to (DWG.T-90). Contractor shall store fence in a secure area under good conditions until time for reconstruction.

Where fences are removed for resetting, the Contractor has the option of resetting the fence during the construction of the sidewalk or using a temporary six-foot (6') chain link fence to protect the existing property. The property must be protected by fencing at all times. Payment for temporary fencing shall be included in the cost of this item.

The Engineer shall determine the amount and exact limits of fence to be reset in the field. Measurement for payment shall be based upon the actual length of fence reset. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

The Contractor shall coordinate fence and gate removal and replacement with property owner.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in resetting existing wrought iron fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 31 - WROUGHT IRON GATE TO RESET

Contractor shall remove and reset existing gates at station locations 5+28, 5+95, 7+09, 7+45, and 7+55 as shown on the Plans, as directed by the Engineer, in accordance with Section 13 of the Standard Specifications and these Special Provisions.

The Contractor, where possible, shall use existing gate material from the respective property in the resetting of iron gates. The gate may need modifications to conform to the new grades of the proposed driveway. The cost for any modifications including the concrete flat area for the gate wheels, welding new wheels or any other modifications to make the gate work properly shall be included in this item. Contractor shall replace any gate material damaged with new material of equal quality or better.

Where gates are removed for resetting, the Contractor has the option of relocating the gate during the construction of the driveway or using a temporary gate to protect the existing property at all times. Payment for temporary gates, driveways, and walkways shall be included in the cost of this item.

The Contractor shall coordinate fence and gate removal and replacement with property owner.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in removing and resetting wrought iron gates as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 32 - METAL FENCE TO RELOCATE

Contractor shall remove and relocate the existing metal fence where shown on the Plans at Station 11+75, as directed by the Engineer, in accordance with Section 13 of the Standard Specifications, and these Special Provisions.

The Contractor shall use existing metal fence material from the respective property in the relocating of fence. Contractor shall replace any fencing material damaged with new material of equal quality or better. New material shall be approved by Engineer and property owner.

The metal fence concrete foundation shall have a depth of 36", width of 18 inches, and travel the length of the fence or match existing, whichever is better. All material (soil, concrete, etc.) shall be removed from metal fence before placing in new foundation.

The relocated iron fence shall be constructed according to (DWG.T-90). Contractor shall store fence in a secure area under good conditions until time for reconstruction.

The contractor shall have the metal fence relocated within two days after removal of metal fence. Where the fence is removed for relocating, the Contractor shall use a temporary six-foot (6') chain link fence to protect the existing property. The property must be protected by fencing at all times. Payment for temporary fencing shall be included in the cost of this item.

The relocation of the wood fence and gate at this property shall occur during the same two day time period of the metal fence relocation.

The Engineer shall determine the amount and exact limits of fence to be relocated in the field. Measurement for payment shall be based upon the actual length of fence relocated. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

The Contractor shall coordinate fence and gate removal and replacement with property owner.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in relocating existing metal fences as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 33 - AUTOMATIC IRRIGATION SYSTEM TO MODIFY

Sprinkler/irrigation system pipes and heads which interfere with proposed improvements shall be relocated to the new back-of-walk or as directed by the Engineer. The property owner shall be notified in writing of the relocation two (2) working days prior to its initiation. The existing sprinkler/irrigation system relocation shall be completed within three (3) working days of the initiation of work. Salvaged irrigation material shall be returned to the property owner along with other privately owned facilities shown on the Plans to be removed. All other excess material shall become the property of the Contractor and be disposed of away from the project site.

Payment shall be at the unit price bid per each property and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with modifying automatic irrigation systems as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 34 - IMPORTED TOP SOIL TO PLACE

This item shall consist of the furnishing and placing import topsoil in planting areas, as shown on the plans, described herein, and as directed by the Engineer, and shall conform to Section 14-5 of the Standard Specifications, except as modified herein.

- A. **Soil Samples:** Contractor shall provide a one-quart sample of import topsoil to an Engineer approved soil nutritional analysis laboratory, for testing for conformance to this specification. No material shall be delivered to the site, graded on-site, or otherwise modified until the Engineer approves the material. All testing costs shall be paid for by Contractor. Testing costs for the initial samples and costs for any additional samples due to non-compliance shall be paid for by the Contractor.
- B. **Amendment Samples:** Contractor shall provide a one-quart sample of each proposed amendment to an Engineer approved soil nutritional analysis laboratory, for testing for conformance to this specification. No material shall be delivered to the site until the Landscape Architect approves the samples. Testing costs shall be paid for by the Contractor.
- C. **Import Topsoil:** Shall be a homogeneous mineral soil classified as sandy loam, or fine sand free of refuse, roots, heavy or stiff clay, rocks sticks, brush or other deleterious materials. Particle size data shall be based upon standard USDA methodology. Of the material falling in the sand category, a minimum of 80% shall fall in the fine sand range .05-5mm. Gravel content greater than 2.0mm shall be less than 15%. Import topsoil shall not contain more silt and clay than the on-site native soil. The sum of silt plus clay shall be less than 25%; the soil shall be nonsaline as determined on the saturation extract. Salinity shall not exceed 3.0 mmhos/cm, boron shall not exceed 1.0 ppm and the sodium absorption ratio (SAR) shall not exceed 6.0. Soil reaction as determined on a saturated paste shall fall between 5.5 and 7.5. The soil shall be free of organic herbicides, or other growth-restricting chemicals. Contamination may be tested by greenhouse trials using rye grass and radish as test crops using the proposed import soil as substrate. These trials require four to five weeks for completion.
- D. **Fertilizer:** Shall be determined from soils analysis results: For purposes of bidding only, assume the use of 6-20-20 commercial fertilizer, 20-10-5 planting tablets by Agriform International Chemicals, Inc., and iron sulfate.
- E. **Organic Amendment:** Shall be determined from soils analysis results. For purposes of bidding only assume the use of nitrogen-treated redwood sawdust or fir bark conforming to:
 - 1. **Nitrogen-treated Redwood Sawdust/Fir Bark**

Physical Properties: 95%-100% passing, sieve size 6.35mm (1/4 inch), 80%-100% passing, sieve size 2.38mm (No. 8, 8 mesh), and 0%-30% passing, sieve size 500 micron (No. 35, 32 mesh)

Chemical Properties: Nitrogen Content (dry weight basis) – 0.4-0.6% iron content – minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts – maximum 3.5 millimhos/centimeter @ 25 degrees C. as determined by saturation extract method; ash – 0-6.0%

- F. Import Topsoil Placement: After all planting areas have been excavated; they shall be ripped to a depth of seven inches. Next, a three-inch layer of topsoil shall be uniformly distributed over these areas and thoroughly incorporated into the top six inches of subsoil by ripping, scraping, or tilling to mix the subsoil with the topsoil into a homogeneous mixture. The remaining layer of topsoil shall then be uniformly distributed in the planting areas and compacted in place to 85% compaction. The total depth of topsoil to be placed shall be as indicated on the drawings.
- G. Organic Amendment and Fertilizer Incorporation: Materials determined from the soils test shall be uniformly distributed throughout all irrigated planting areas and incorporated to a homogeneously blended soil depth of six inches. Assume per 1000 square feet:

6 cubic yards Nitrogen Stabilized Organic Amendment
30 pounds Commercial Fertilizer (6-20-20)
4 pounds Potassium Sulfate

- H. Finish Grading: Contractor shall finish grade all irrigated planting areas unless otherwise noted, and shall remove all rocks and clods over one cubic inch to a depth of one inch below finish grade. All areas shall be smooth and uniformly graded. All erosion damage during the construction period shall be repaired by the Contractor.

Payment shall be at the unit price bid per cubic yard and shall include full compensation for furnishing all labor, tools, materials, equipment and incidentals, and for all work involved in placing import topsoil as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 35 - TURF SOD TO PLACE

This item shall consist of furnishing materials, preparing and Turf Sod areas shown on the Plans in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Preparing of Planting Areas, Section 35-5 of the Standard Specifications shall be amended as follows: Soil shall be cultivated until the condition of the soil is loose and fine textured to a depth of four inches (4"). Finish grade of all planting areas shall be reviewed and approved by the Resident Engineer before proceeding with planting.

Soil in lawn areas adjacent to curbs or paved areas shall be graded so that after settlement, the soil will be one-half inch (1/2") below the top of curb or paving.

The following shall NOT be required from Section 35-5 of the Standard Specifications:
"The soil shall be kept wet for a period of fourteen (14) days to permit germination of

weeds. After the fourteen- (14) days, the area shall be allowed to dry to a condition that any spray equipment will not damage the existing grades. Weeds shall be sprayed with an approved chemical, which controls both broadleaf plants and grasses, but will not contaminate the soil, such as Roundup."

B. Weed Control shall conform to Section 35-6 of the Standard Specifications.

C. Soil Preparation Materials

1. *Soil Conditioner/Fertilizer shall be 6-20-20 applies at 12 lbs. per 1000 square feet and soil sulfur applied at 1lb. per 1000 square feet, or approved equal. Soil conditioner shall be a 90% bark based product, fir, and 0 1/4" in size, treated with nitrogen having a 2 0 0 NPK ratio applied at a rate of 3 yards per 1000 square feet. The above rate is for bid purposes only.* Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soil conditioner shall be cultivated into the top six inches (6") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Project Construction Inspector.

D. Turf Sod shall conform to Section 10-42, and applicable paragraphs of Section 35-7 of the Standard Specifications and these Special Provisions.

1. Sod shall match existing turf species at each property. Contractor to submit sod mix sample to City.
2. Sod shall be laid in staggered rows. Sod shall be neatly cut with sod-cutting tools. Sod shall be kept moist throughout the installation period and adequately watered immediately after installation.

Payment shall be made at the unit price bid per square feet and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in placing the Turf Sod as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 36 - MAIL BOX TO RELOCATE

Mail boxes shall be relocated at the locations shown in the Plans and as directed by the Engineer, and shall conform with Sections 10 and 38 of the Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in relocating mail boxes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 37 - RESIDENTIAL PCC DRIVEWAY CONFORM TO CONSTRUCT

Portland cement concrete (PCC) driveway conforms shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to Sections 10, 17, 19 and 38 (DWG.T-21 or T-22) of the Standard Specifications. Sawcutting, excavation and removal of existing material to allow construction of the PCC driveway conform shall not be paid as part of this item and shall be paid for under bid item no. 4 "ROADWAY EXCAVATION AND GRADING. Placement of aggregate base (AB) shall not be paid as part of this item and shall be paid for under bid item no. 7 "AGGREGATE BASE CLASS II TO PLACE". Placement of PCC shall be paid for under this item. The driveway conform shall be 3.5" thick PCC placed on 12" thick Class 2 AB.

The proposed driveway conform shall match existing surrounding concrete color by adding one pound of lamp back per cubic yard of concrete.

The Engineer shall determine the amount and exact limits of conform in the field. Measurement for payment shall be based upon square foot area of conform constructed. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

Payment shall be at the unit price bid per square foot and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing residential PCC conforms to construct as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 38 - RESIDENTIAL AC DRIVEWAY CONFORM TO CONSTRUCT

Asphalt concrete (AC) driveways conforms shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to Sections 10, 17, 22 and 38 (DWG.T-21 or T-22) of the Standard Specifications. Sawcutting, excavation and removal of existing material to allow construction of the PCC driveway conform shall not be paid as part of this item and shall be paid for under bid item no. 4 "ROADWAY EXCAVATION AND GRADING. Placement of aggregate base (AB) shall not be paid as part of this item and shall be paid for under bid item no. 7 "AGGREGATE BASE CLASS II TO PLACE". Placement of AC shall be paid for under this item. The driveway conforms shall be 4" thick Type A 1/2" maximum aggregate AC placed on 12" thick Class 2 aggregate base (AB).

The Engineer shall determine the amount and exact limits of conform in the field. Measurement for payment shall be based upon square foot area of conform constructed. No adjustment to the unit price bid for this item shall be made for any variation in the estimated quantity.

Payment shall be at the unit price bid per square foot and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with constructing AC conforms to construct as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 39 - 10" DIAMETER DRAIN LEAD TO PLACE

ITEM NO. 40 - 12" DIAMETER DRAIN LEAD TO PLACE

Where shown on the Plans, drain inlet leads shall be RCP or PVC as specified in the Standard Specifications. Drain lead connections to manholes shall be included in this item. Drain inlet lead 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.

C-900 PVC for pipe and fittings shall be utilized for any pipe that has less than 18-inches of cover between the top of the installed pipe and the finish grade. If the depth of cover is less than 12 inches, the Contractor shall encase pipe with controlled density fill as specified elsewhere. When the Engineer approves shallow placement of DI leads requiring protective measures proposed by Contractor, all work associated with protective measures shall be considered as extra and paid per Section 8-15 of the Standard Specifications.

When connecting to a maintenance hole:

- a) If a precast maintenance hole base is allowed, the Contractor shall install a flexible joint (bell and spigot or flexible coupling) a horizontal distance of 18-inches to 24-inches from the wall of the maintenance hole.
- b) All connections to the maintenance holes not cast as part of the base shall be made by use of a coring machine and a "Cor-N-Seal" or approved equal flexible watertight coupling. The incoming pipe shall be cut, and the space between the inserted pipe and the seal shall be grouted smooth.

After mandrel inspection, the DI leads placed will be inspected by the City's Field Services Division utilizing a robotic T.V. camera device as specified elsewhere in these Special Provisions. It shall be the Contractor's responsibility to coordinate the T.V. inspection with the Engineer.

Contractor shall remove pipe that is less than 2 feet from the finished surface. If pipes are deeper than 2 feet from the finished surface, it is the Contractor's option to remove or abandon existing leads (per Standard Specification 13-2(e)). All pipe removed shall become the property of the Contractor and disposed of away from the project site. The existing drain grates shall be cleaned of all foreign material and returned to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attn: William Roberts, Drainage Superintendent (916) 808-6955.

The lead invert elevations shown on the Plans are approximate only. It shall be the Contractor's responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the drain inlet, lead, or coring of the maintenance hole. No deflections will be allowed in the lead unless otherwise approved by the Engineer. Guidelines for final profile of drain lead are as follows: The distance from the grate elevation to the top of the drain inlet base shall be between 3' and 4' unless otherwise shown on the Plans or directed by the Engineer. The drain lead shall have a minimum slope of 0.0025 ft/ft unless otherwise approved

by the Engineer. Unless otherwise stated herein, no additional compensation shall be paid to the Contractor for potholing, or altering drain inlet or lead elevations.

Surface restoration shall be performed as specified in "Asphalt Concrete to Place" and "Aggregate Base Class 2 to Place", elsewhere in these Special Provisions.

Payment shall be at the unit price bid per lineal foot of proposed drain lead to install and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing drain inlet leads, including surface restoration, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 41 - TYPE "A" DROP INLET TO PLACE

ITEM NO. 42 - TYPE "B" DROP INLET TO PLACE

Drop Inlets shall conform to Sections 20, 24 and 38 of the Standard Specifications, these Special Provisions, and Exhibit B of the Appendix.

Drain inlets shall be precast or cast in place, formed using wood or metal forms. Hand forming of concrete will not be allowed. If cast in place, maximum wall thickness shall be 8-inches. The grate shall conform for Section 38 of the Standard Specifications. The grate shall be installed so that either end of the grate can be lifted from the frame and removed by pulling parallel to the curb. The grate frame shall be installed between ½ and 1 inch from the face of the open back hood. All joints and all connections between the hardware (grate and hood) and the vertical walls of the drain inlet shall be grouted forming a smooth transition with a light broom finish.

The open back hood shall be cast iron or approved equal.

The vertical distance between the grate and the top of the hood shall be a minimum of 5" and a maximum of 8". If the top of the hood must be placed below the top of curb, there shall be a minimum 3" cover of concrete. One number 4 rebar shall be placed in the concrete and shall extend 12" on both sides of the hood. If the top of the hood is placed flush with the top of curb, the Contractor shall embed hood in concrete, 4 inches from the back of the hood extending 6 inches beyond both ends of the hood.

Drain lead shall be connected to drain inlet with approved waterstop cast into sidewall with non-shrink grout. Waterstop shall have a minimum of 2-inches of embedment on all sides. Pipe end shall be flush with the inside surface of the box.

This item shall include the removal of existing gutter drains as shown on the Plans. The existing grates shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: William Roberts, Drainage Superintendent (916) 808-6955.

Curb and gutter reconstruction shall match existing geometry and, at the Engineers discretion, extend up to 5 feet in length on either side of the inlet. The cost of curb and gutter reconstruction shall be included in the unit price for this item. Surface restoration shall be in accordance with

the appropriate section of these Special Provisions. Pavement cutting shall be perpendicular and parallel to the centerline of the road. Surface restoration due to drain inlet removal and installation shall be paid for as part of this item.

Surface restoration shall be performed as specified elsewhere in these Special Provisions.

Payment shall be at the unit price bid per each and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing drop inlets as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 43 - MAINTENANCE HOLE TO RECONSTRUCT

Existing maintenance hole shall be reconstructed to a maintenance hole No. 3A where shown on the plans or directed by the Engineer in conformance with Section 25 and Section 38 (DWG. S-80) of the Standard Specifications. The eccentric cones shall be oriented as to place the maintenance hole head at grade within the new asphalt roadway surface and outside the concrete gutter. The Contractor has the option of reusing the existing maintenance hole base.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work necessary to reconstruct maintenance holes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 44 - MAINTENANCE HOLE ECCENTRIC CONE ROTATION

The eccentric cone of an existing maintenance holes shall be rotated to allow the head and cover to fall outside of the proposed gutter as shown on the Plans. The maintenance hole located at Station 9+28.23 (Sheet C-5) shall be rotated to place head and cover within proposed sidewalk. The maintenance hole located at Station 13+38.98 (Sheet C-6) shall be rotated to place head and cover within proposed roadway pavement. Contractor shall conform to Sections 10, 25, and 38 of the Standard Specifications and these Special Provisions. Contractor shall saw cut asphalt outside of maintenance hole cover to expose head, cover, grade rings, and eccentric cone. After eccentric cone adjustment, the maintenance hole shall be adjusted to the grade of the new surface and paid for under this item.

This item shall also include the replacement of the existing maintenance hole frame and cover with a sealing (hinged and gasketed) maintenance hole frame and cover (PAMREX by CertainTeed Corporation, or equal), per Standard Specification Section 10-25, Alternate Castings for maintenance hole covers.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work necessary to adjust eccentric cone in existing maintenance hole as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 45 - SLURRY SEAL (TYPE II) TO PLACE

Slurry seal (Type II) shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 23 of the Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing slurry seal (Type II) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 46 - SIGN TO RELOCATE

Existing roadside signs shall be removed and relocated to the new locations as shown on the Plans and as directed by the Engineer and shall have all material (soil, concrete, etc.) removed from the base. Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location. The Contractor shall replace damaged or otherwise unusable posts, as directed by the Engineer, with new posts of like material.

Existing posts with multiple signs attached shall be considered one sign for bid quantities.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in relocating roadside signs as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 47 - SIGN TO REMOVE

Existing roadside signs shall be removed as shown on the Plans and as directed by the Engineer and shall have all material (soil, concrete, etc.) removed from the base. The Contractor shall fill in the void and restore the surface with 6" AC on 12" AB minimum in all paved areas not planned to be reconstructed.

Existing posts with multiple signs attached shall be considered one sign for bid quantities.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in removing roadside signs as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 48 - SIGN TO PLACE

Roadside signs shall be installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the State Standard Specifications and these special provisions.

Signage

The Contractor shall notify the Engineer two (2) working days prior to the placement of the signs. The Contractor shall review the proposed sign location with the Engineer and a supervisor from the City's Traffic Signs and Markings Section prior to installation of the sign. The Engineer may make adjustments to the proposed sign location in the field.

Street Signs

Sign posts shall be on two-inch galvanized Schedule #40 steel posts conforming to Section 10-38 (2, 5 and 10) of the City's Standard Specifications. All posts shall have a Minimum Resisting Moment of 400 foot-pounds. All posts shall be capped. Post caps may be aluminum or galvanized steel. Bolts and miscellaneous metal hardware shall be galvanized or plated after fabrication in conformance with Section 75-1.05 "galvanizing" of the State of California, Department of Transportation Standard Specifications.

Signs located at the side of the roadway shall have a minimum height of seven feet (7') from the adjacent ground to the bottom of the sign, unless specified otherwise. The height of a combination of signs, such as an R7 with an R10, shall be 18 inches from the top of the island to the bottom of the lowest sign (R10) with a maximum one inch separation between the two signs.

Signs shall be mounted as follows:

Sign Posts

A 5/16 inch diameter cap screw with a plated rubber backwasher against the face of the sign and elastic stop nuts shall be placed through the sign and post at both top and bottom of each sign. A "V" notched piped saddle, to support the sign, shall be placed between the sign and the post.

Signal and Street Light Poles

Place a 3/4 inch stainless steel banded strap and appropriate hardware both top and bottom of each sign.

Sign panels shall be not less than 0.080 inches thick aluminum panels. Sign facings shall be manufactured at high intensity grade (encapsulated lens type with heat activated adhesive or pressure sensitive) reflective sheeting except that sheeting for street name signs, R1, R2 and W series signs shall be 3M VIP Diamond Grade or approved equal. Signs shall meet the standards set forth in the California Department of Transportation Traffic Manual. A 3-inch by 1 1/2-inch "City of Sacramento" logo box with 1/2-inch white, red or black letters shall be centered and printed on the lower border of each sign blank prior to application of the reflective sheeting. As an alternative, the "City of Sacramento" logo with 1/2" letters may be placed in the border area.

Each sign shall have the date of manufacture and a location number stenciled on the back side. Location information shall consist of each sign having an individual number which will be

recorded on a clean set of Plans during the sign installation. This procedure will be in accordance with the "Record Drawings" section of these Special Provisions.

The Contractor shall use the sign sizes as shown in the State of California, Department of Transportation Traffic Manual, unless specified otherwise on the drawings.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in placing the roadside sign as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. The Contractor shall submit a schedule of value to Engineer prior to any sign installation.

ITEM NO. 49 - THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS TO PLACE

Thermoplastic traffic stripes and pavement markings, both white and yellow, shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. This item shall also include the placement of raised pavement markers.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with placing thermoplastic traffic stripes and markings as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 50 - THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS TO REMOVE

Thermoplastic and preformed traffic stripes shall be removed to the fullest extent possible from the pavement by grinding. Grinding material left on the pavement as a result of removing traffic stripes shall be removed as the work progresses. Accumulations of grinding material, which might constitute a hazard to traffic, will not be permitted.

The Contractor shall place temporary markers prior to removing traffic control measures during the striping removal operation. Temporary markers shall be maintained until permanent striping is in place.

Payment shall be at the unit price bid per lump sum and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to perform all work involved with removing traffic stripes and pavement markings as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 51 - WATER VALVE BOX TO ADJUST TO GRADE

Water valves boxes shall be adjusted to grade and shall conform to applicable requirements of Sections 10, 27 and 38 of the Standard Specifications and these Special Provisions.

Included in this item is furnishing and placing new utility boxes and steel standpipes (risers) and liners as required, and adjusting the utility boxes to grade.

The Contractor shall ensure that water valve box covers are not covered with asphaltic coatings during paving operations. Standpipes shall be left clean and free of paving materials and debris. The valve-operating nut shall be left fully exposed after all paving operations have been completed.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in adjusting water valve boxes to grade, as shown on the Plans as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 52 - WATER METER BOX AND WATER METER TO RELOCATE

This item shall consist of relocating 2-inch and smaller meter setters, curb stops, meter boxes, water meters, and lids on existing residential water services in accordance with Section 10, 27 and 38 of the Standard Specifications and the applicable details as shown in the Appendix of these Special Provisions. A new meter box and lid shall be furnished and installed when the existing meter box doesn't meet the application requirements for the new meter location. All water meter relocations shall be installed in accordance with the installation methods outlined in American Water Works Association Standards M6 - Manual of Water Supply Practices (AWWA), the UPC, and Technical Drawings located in the Appendix of these Special Provisions.

Service Size	Technical Dwg.
• 1" service to retrofit	W-402R
• 1" service to retrofit in North Sacramento	W-402RB
• 1 ½" service to retrofit	W-507R
• 2" service to retrofit	W-507R

1-inch meter setters shall be installed on ¾-inch services. 1¼-inch services shall have a 1-inch meter. The Contractor is responsible for supplying all fittings and any additional pipe necessary to complete the meter retrofit installation and shall adjust pipe diameter, pipe material, and horizontal or vertical alignments.

This item includes the cost of labor and material for placing new water pipe from existing water meter locations to new water meter locations.

It shall be the Contractor's responsibility to locate the existing water service laterals curb or corporation stops. All USA markings identifying water features will be verified by the Contractor. All cost associated with this work including all re-work if the USA markings are found to be incorrect shall be included in this item.

Contractor shall be responsible for furnishing and installing 2-inch and smaller pipe, fittings, meter valves (straight and angled), meter setters, meter boxes, lids, meters and all other materials required to complete the relocation of the meter.

If a backflow prevention assembly is found at any of the listed retrofit addresses in the field, the Contractor shall contact the Engineer for direction on replacement, removal, or other required action.

The quantity of 2-inch and smaller service retrofits shown on the bid proposal is for bidding purposes only. The unit price indicated for 2-inch and smaller meter relocations will not be adjusted because the actual number of required meter relocations varies from the quantity shown on the bid proposal.

Water main shut downs to turn off the service during the meter retrofit of a water service will not be allowed. The Contractor shall be responsible for shutting off the service during the meter retrofit of the water service by crimping the service or utilizing other AWWA approved method.

The Contractor shall reconnect the existing water service on the property owner's side of the meter box so that the residential water system is in service when this item is complete. If the residential water system is in such poor condition that the contractor cannot reconnect to the service, the Contractor shall replace a portion of the service until a suitable connection point can be found. This item shall include replacing up to 5 feet of the customer's service.

Surface restoration associated with this item shall be in accordance with the section of the Water Construction Requirements of these Special Provisions, 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. The Contractor shall saw cut, repair or replace existing sidewalk, driveway, alley or street surface, up to 54"x 54" (20.25 sq ft.), provide new sod, shrubbery, fencing, and repair or replacement of existing improvements on private property that may be damaged as a result of the installation of the meter service retrofit. Additional surface restoration beyond 20.25 sq. ft. per each retrofit location, as directed by the Engineer, shall be paid under a separate bid item.

Meter Boxes and Lids

The Meter Box and Lid shall be constructed of materials in accordance with the appropriate sections of ANSI/SCTE and shall be tested and meet the requirements of the appropriate ASTM sections.

The Lids shall provide a slip resistant surface with a coefficient of friction greater than 0.5. Materials shall be resistant to chemicals, sunlight exposure, water absorption, and flammability.

For 1-inch services the nominal meter box size shall be 13"W x 24"L x 12"D. For 1 1/2-inch and 2-inch services the nominal size shall be 17"W x 30"L x 12"D. The box shall have a flared shape and an anti-settling flange at the bottom. The flare shall be 3" wider than the top dimension of the box.

All Meter Box Lids shall seat flush with the rim of the Meter Box body and shall be seated no more than 1/16-inch into the body of the Meter Box. The Lid shall not protrude above the rim of the Meter Box body.

All lids shall have a 1 3/4" diameter hole to accommodate an automated meter reading endpoint. No lids shall have a reading lid.

Sidewalk and Driveway Meter Boxes and Lids

Meter Boxes and Lids shall be constructed of a Fiberlyte material. Meter boxes with lids shall be able to bear a 20,000 lb vertical load when transferred through a one-inch (1") thick nine by nine square (9" x 9") plate per ASTM-C857: Load Category A-16. Meter boxes and lids shall have a minimum flexural strength of 13,500 psi and a minimum flexural modulus of 377,500 psi when tested to ASTM G-154 (exposed). The manufacturer shall submit documentation showing compliance with material strength and proof of design testing for the Meter Box and Lid. The Meter Box shall have an integral flange to key into new concrete or paving and a bottom flange to help resist subsidence. Exposed edges of the Meter Box shall be no greater than 1/2" in width. All Meter Box and Lids shall be identical in composition and have a matching "concrete gray" appearance. The Lids for sidewalk and driveway meter boxes shall be marked "WATER", with a nominal lettering height of 1-inch and shall be indented into the surface of the Lid to resist wear. The Lid shall be "locked" into the Meter Box body with hex-head bolts, and shall not have a reading lid. To facilitate removal, the Lid shall include a 1/2" x 2 5/8" pocket with integrated lifting bar to accommodate a standard manhole hook. The lids shall be compatible with the automated meter reading infrastructure specified in the Water Meter section of these specifications.

Landscape Meter Boxes and Lids

The Meter Box shall be constructed of a concrete material. The Meter Lid shall be constructed of either concrete or a High Impact Co-Polymer material. Meter Boxes shall have a tensile strength at yield of 3100 psi when tested per ASTM D-638 and a flexural modulus of 140,000psi when tested per ASTM D-790 (Procedure A). Meter Lids shall have a tensile strength at yield of 3100 psi when tested per ASTM D-638 and a flexural modulus of 140,000psi when tested per ASTM D-790 (Procedure A). Lids shall be "concrete gray" in appearance. Lids shall be installed with locking clips or equal, but shall not have bolt holes. To facilitate removal, the Lid shall include a 1/2" x 2 3/8" pocket with integrated lifting bar to accommodate a standard manhole hook. The lids shall be compatible with the automated meter reading infrastructure specified in the Water Meter section of these specifications.

Alley, Traffic or Unimproved Street Location Meter Boxes and Lids

Meter boxes shall be constructed of a H20 traffic rated per AASHTO-H20 load test, concrete material and shall meet the Cal Trans No. 5T or 6T State Specification, accordingly. Lids shall be constructed of steel, shall be H20 rated, shall be "locked" into the Meter Box body with hex-head bolts

Placement of Meter Boxes

- Where a park strip exists, the meter box shall be placed in the park strip.
- Where there isn't a park strip but a sidewalk exists, retrofits shall be constructed behind the sidewalk per Drawing W-402RB.
- Where there isn't a park strip or sidewalk but a curb exists, the meter box shall be placed in the non-traffic area behind the curb.
- Where there isn't a park strip, sidewalk or curb (unimproved streets), the meter box shall be placed adjacent to the property line within the street right-of-way.

If the Contractor placement of a meter box is ambiguous, then the placement shall be determined by the Engineer.

Meter boxes shall be installed to match vertical slope of surrounding conditions to a maximum vertical angle of 45 degrees. Should field conditions exceed this maximum angle the Contractor shall place the meter box and meter in an Engineer approved manner.

Excavation for meter boxes shall be a minimum of eight inches (8") around all sides of the box to allow for proper compaction of the backfill and surface restoration around the box unless otherwise determined in the field by the Engineer.

Payment shall be at the unit price bid per each and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in relocating water meter boxes and water meters, as shown on the Plans, specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 53 - FIRE HYDRANT TO RELOCATE

This item shall consist of relocating standard fire hydrants as shown on the Plans and shall conform to applicable requirements of Sections 10, 27, and 38(DWG.W-201) of the City Standard Specifications and these Special Provisions.

The nominal diameter for hydrant leads and gate valves shall be 6" for 6" mains, or 8" for 8" and larger mains. Reducers will not be allowed on hydrant leads unless otherwise approved.

A bury line shall be clearly marked on the hydrant barrel per manufacturers recommendations.

The furnishing and placing of the branch lead pipe from the water main to the fire hydrant shall be included with the bid item for the appropriate size water main. Also the furnishing and installing of the fire hydrant gate valves shall be included with the appropriate size gate valve bid item.

Payment shall be at the contract unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in relocating fire hydrants as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 54 - PROVIDE AND INSTALL 2" SCHEDULE 40 PVC CONDUIT (DIRECTIONAL DRILL METHOD)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials to install 2" schedule 40 PVC conduit thru directional drill method. Installation of PVC conduit shall conform to these Special Provisions. Measurement for payment shall be based upon the lineal footage of conduit installed as part of this item. Included in the price is intercepting existing conduit.

Payment shall be at the price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work necessary with this line item, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 55 - PROVIDE AND INSTALL 3" SCHEDULE 80 CONDUIT

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials to install 3" schedule 80 conduit. Installation of conduit shall conform to these Special Provisions. Measurement for payment shall be based upon the lineal footage of conduit installed as part of this item.

Conduit shall be installed on SMUD service point to City pull box.

Payment shall be at the price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work necessary with this line item, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 56 - PROVIDE AND INSTALL NO. 5 PULL BOX

ITEM NO. 57 - PROVIDE AND INSTALL NO. 6 PULL BOX

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment, labor, materials, and all described work as shown in the plan sheets and these specifications to provide and install pull boxes. Installation and type of pull box shall conform to these Special Provisions and the plan sheets.

Measurement for payment shall be based upon each provided, installed and adjusted to grade, with the lowering of conduits included as part of this item. Included in the price is the removal of existing pull box.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved with this line item, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 58 - PROVIDE AND INSTALL #1 THW CONDUCTOR

ITEM NO. 59 - PROVIDE AND INSTALL #6 THW CONDUCTOR

ITEM NO. 60 - PROVIDE AND INSTALL #10 THW CONDUCTOR

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment, labor, materials, and all described work as shown in the plan sheets and these specifications to provide and install conductor. Installation and type of conductor shall conform to these Special Provisions and the plan sheets.

Payment shall be at the price bid per lineal foot and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with this line item, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 61 - PROVIDE AND INSTALL UNMETERED SERVICE PEDESTAL

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment, labor, materials, and all described work as shown in the plan sheets and these specifications to provide and install an unmetered service pedestal. Installation and type of pedestal shall conform to these Special Provisions and the plan sheets.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved with this line item, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 62 - PROVIDE AND INSTALL POST TOP STREETLIGHT

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment, labor, materials, and all described work as shown in the plan sheets and these specifications to provide and install a post top streetlight. Installation and type of streetlight shall conform to these Special Provisions and the plan sheets.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved with this line item, as specified in these Special Provisions, and as directed by the Engineer.

APPENDIX

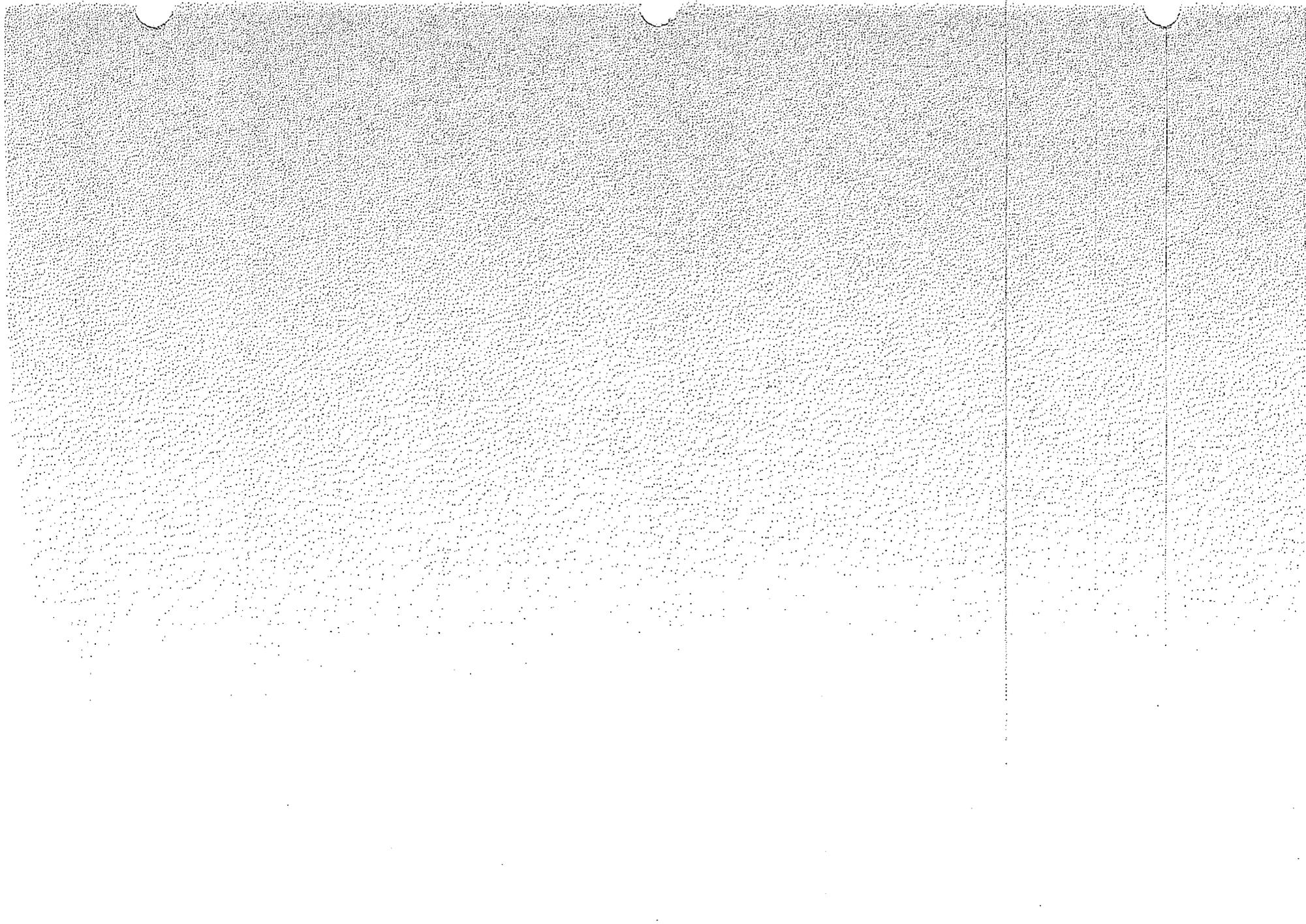
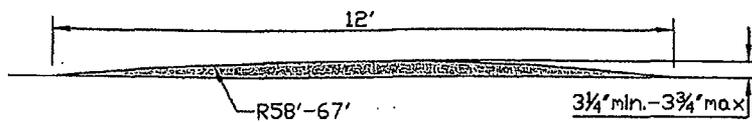
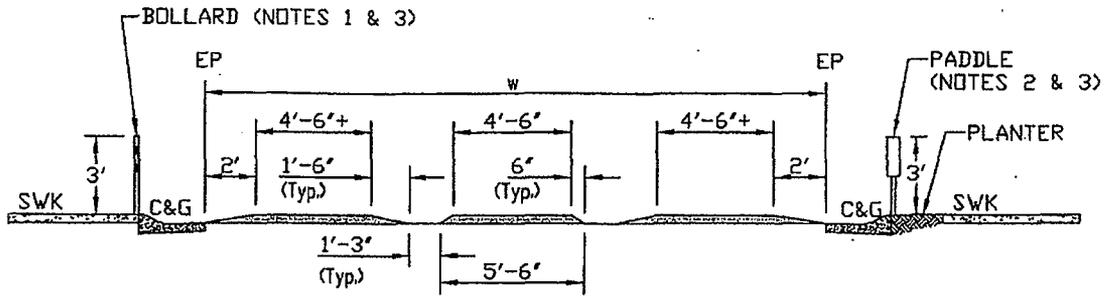


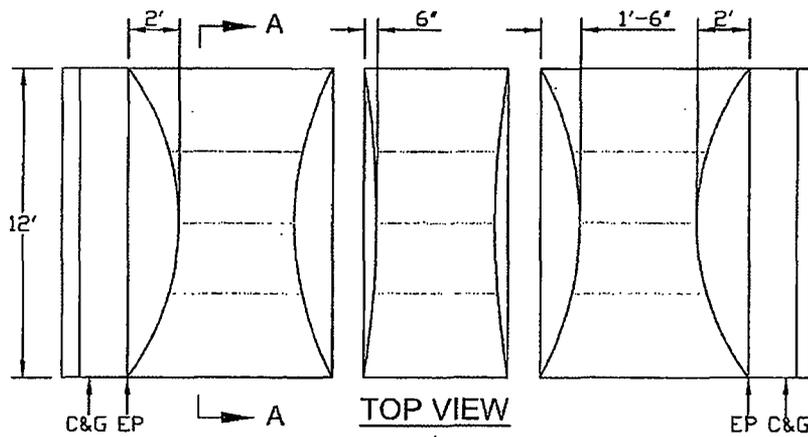
EXHIBIT A



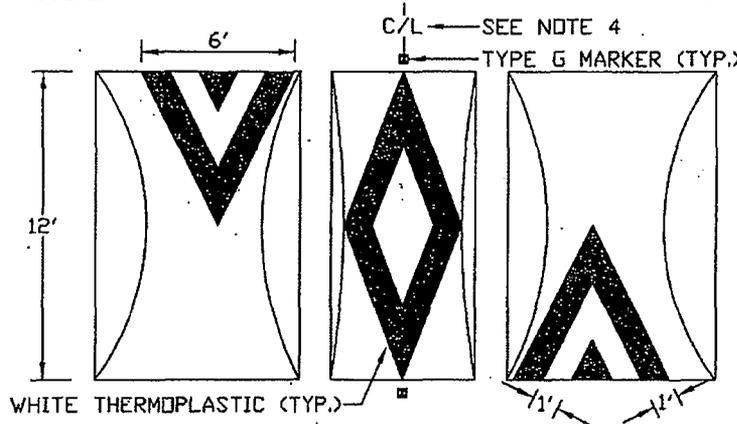
SPEED LUMP CROSS SECTION A-A



FRONT VIEW



TOP VIEW



STRIPING DETAIL

LEGEND:

C&G - CURB AND GUTTER
 EP - EDGE OF PAVEMENT
 SWK - SIDEWALK

NOTES:

1. BOLLARD TO BE INSTALLED ON SIDEWALKS WITH ROLLED CURBS. SEE CITY STANDARD DWG. NO. T-230.
2. PADDLES TO BE INSTALLED ON PLANTER/DIRT WITH ROLLED CURBS OR UNIMPROVED STREETS. SEE CITY STANDARD DWG. NO. T-210.
3. NO BOLLARD OR PADDLE IS NEEDED WHERE TYPE 2 CURB & GUTTER IS PRESENT.
4. CENTER LUMP ON ROADWAY UNLESS OTHERWISE NOTED BY THE ENGINEER.

REV.	DATE	DESCRIPTION
△		
△		
△		

R:\Utilities\Transportation\Std\Drawings\T-223.dwg

CITY OF SACRAMENTO
 DEPARTMENT OF TRANSPORTATION

SPEED LUMP DETAIL (B)
 (w) ≥ 24' & < 34'

APPROVED BY: *[Signature]* SCALE: None
 DATE: 08/31/09 DWG. NO. T-223

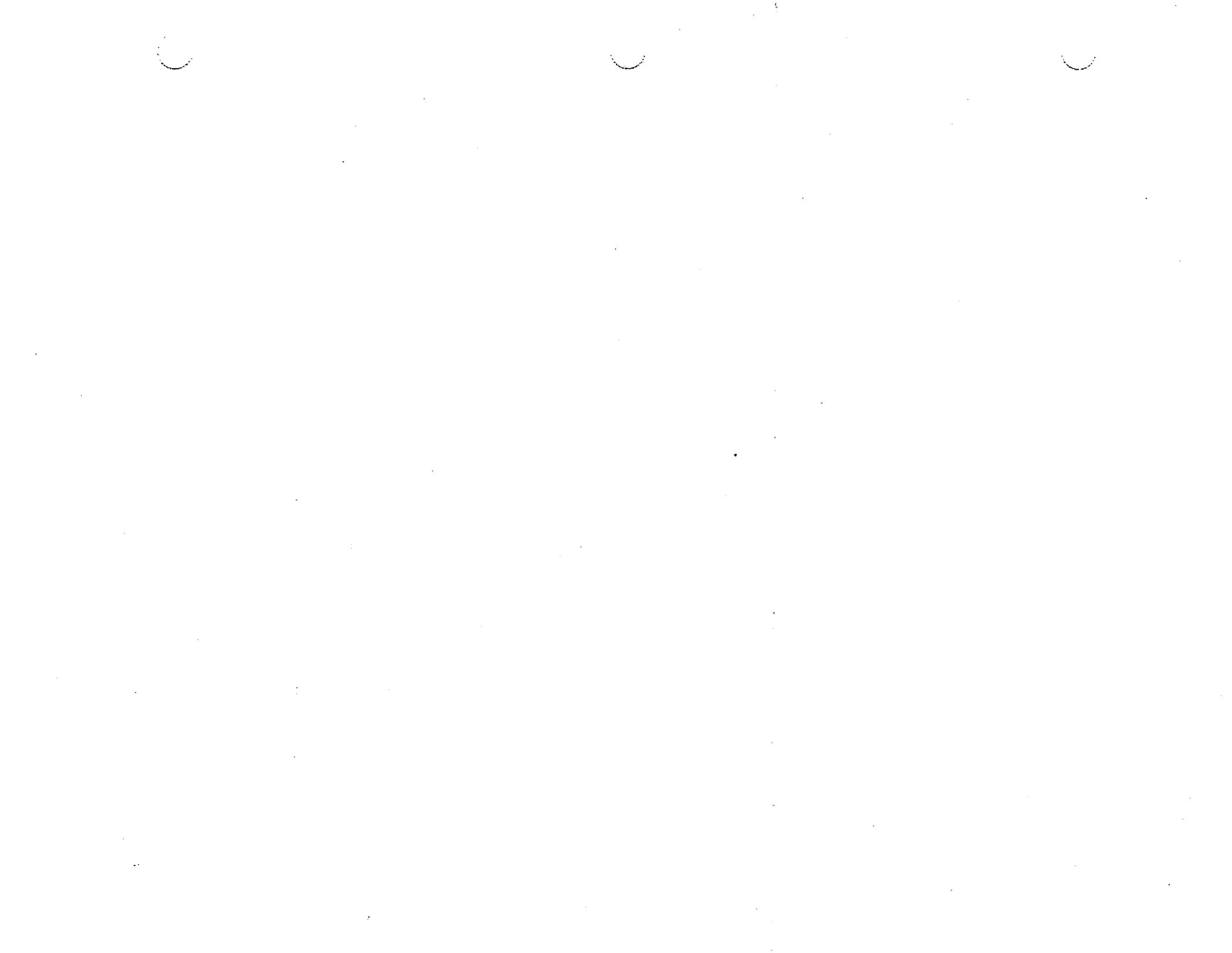
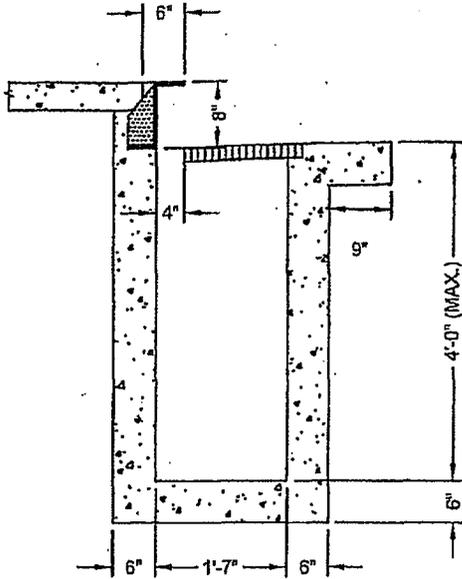
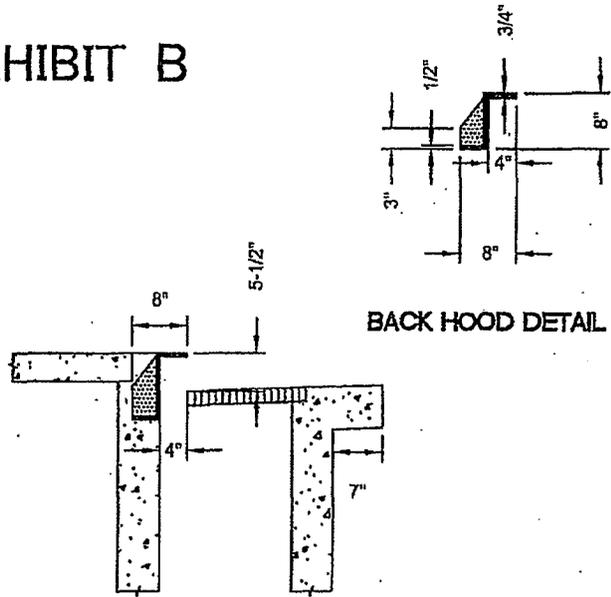


EXHIBIT B

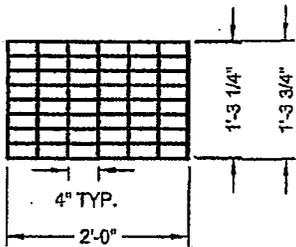


TYPE 2 CURB

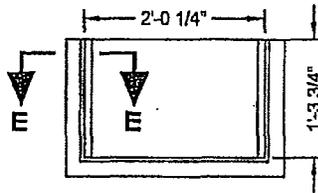


TYPE 1 OR 1A CURB

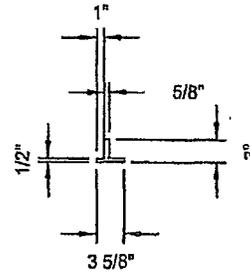
SECTION A-A



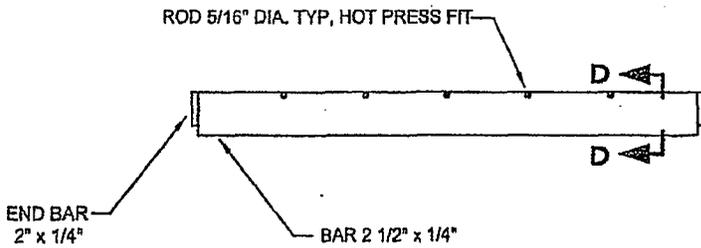
GRATE



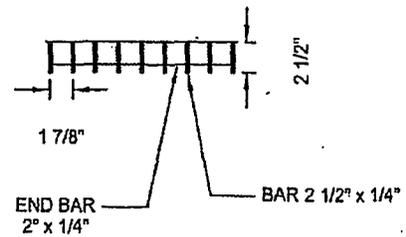
GRATE FRAME



SECTION E-E



GRATE PROFILE



SECTION D-D

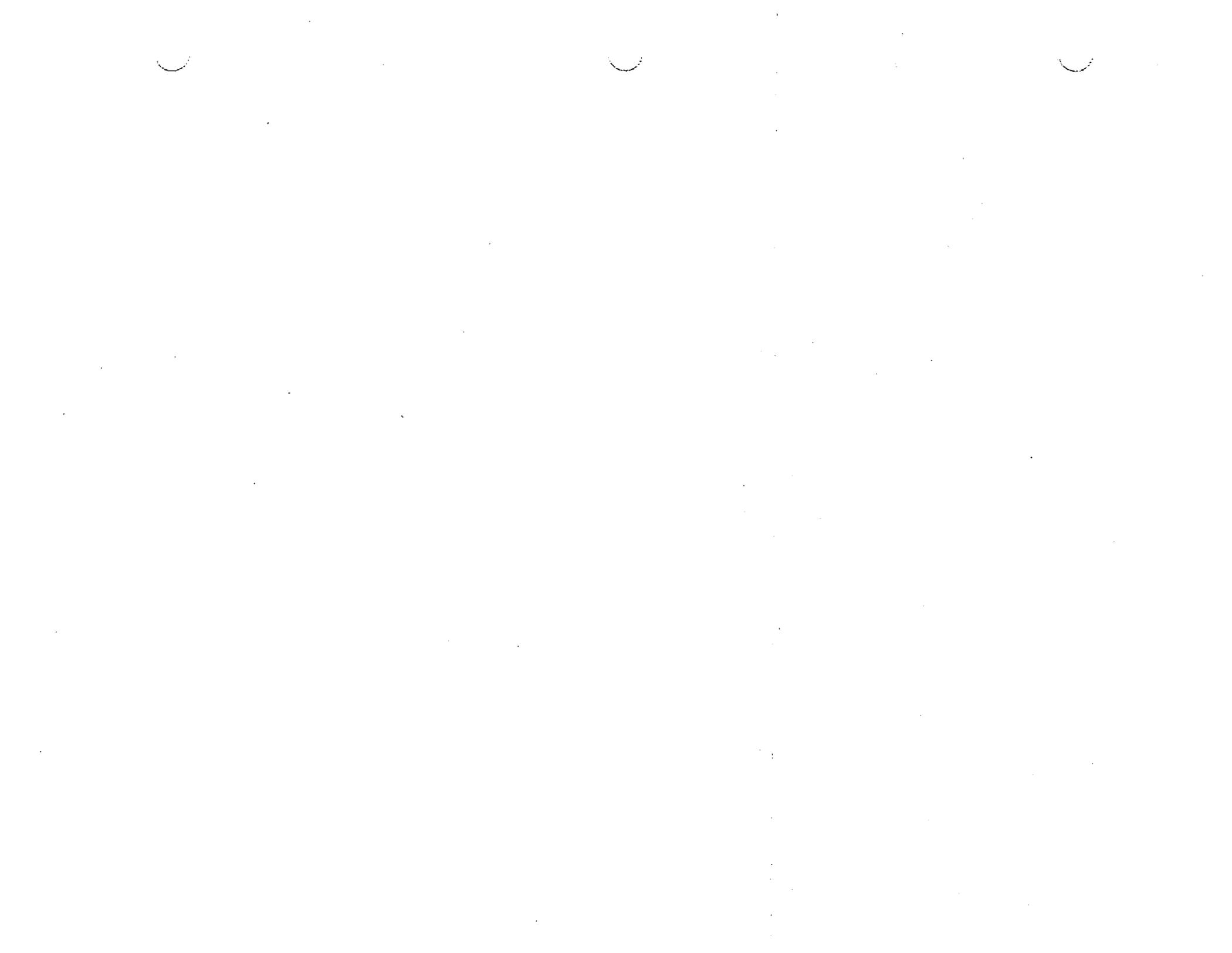
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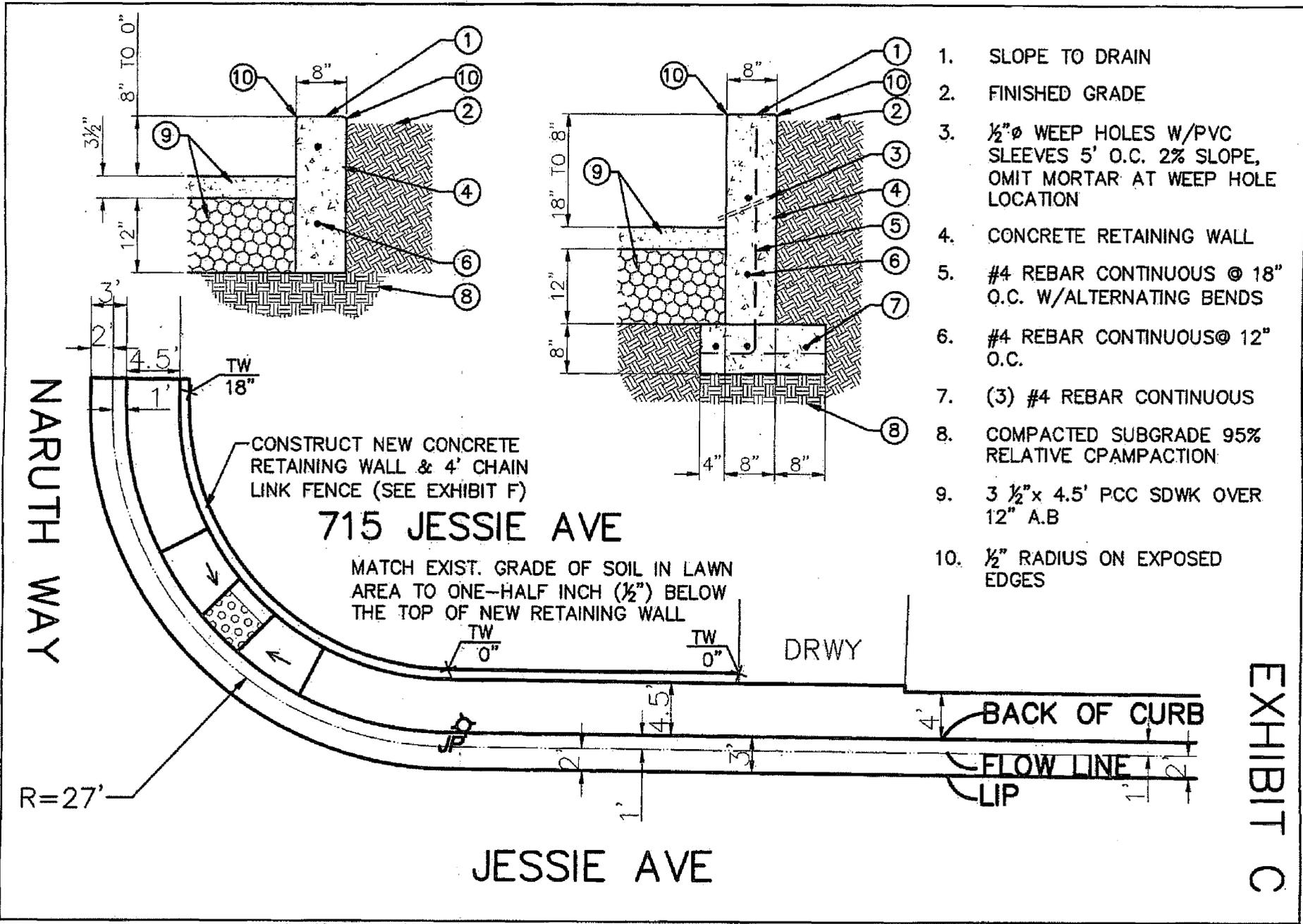
1. BOTTOM OF INLET SHALL BE PLACED PRIOR TO OR AT THE SAME TIME AS SIDE WALLS.
2. 12" LENGTH OF 1/4" GALVANIZED CHAIN TO BE PERMANENTLY AFFIXED TO THE GRATE AND ONE CORNER OF THE INLET FRAME ADJACENT TO THE CURB.
3. OPEN BACK HOOD AND GRATE FRAME SHALL BE CAST IRON OR WELDED STEEL.

CITY OF SACRAMENTO

TYPE "A" DROP INLET

SCALE: NONE





NARUTH WAY

715 JESSIE AVE

CONSTRUCT NEW CONCRETE RETAINING WALL & 4' CHAIN LINK FENCE (SEE EXHIBIT F)

MATCH EXIST. GRADE OF SOIL IN LAWN AREA TO ONE-HALF INCH (1/2") BELOW THE TOP OF NEW RETAINING WALL

DRWY

BACK OF CURB

FLOW LINE

LIP

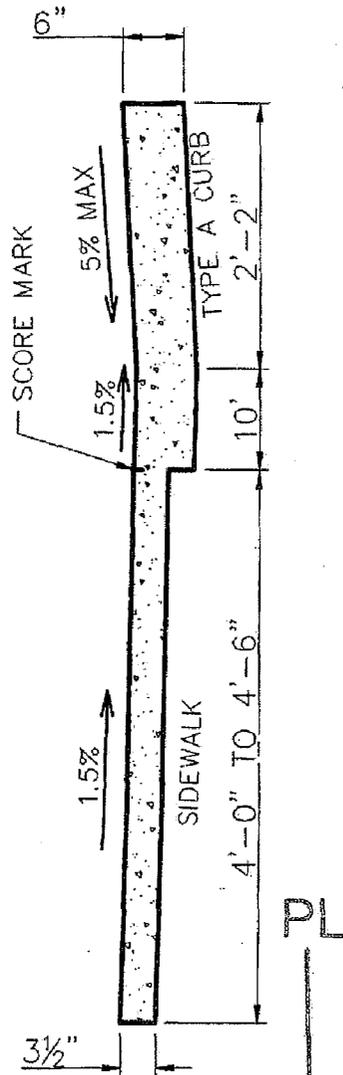
JESSIE AVE

EXHIBIT C

1. SLOPE TO DRAIN
2. FINISHED GRADE
3. 1/2" Ø WEEP HOLES W/PVC SLEEVES 5' O.C. 2% SLOPE, OMIT MORTAR AT WEEP HOLE LOCATION
4. CONCRETE RETAINING WALL
5. #4 REBAR CONTINUOUS @ 18" O.C. W/ALTERNATING BENDS
6. #4 REBAR CONTINUOUS @ 12" O.C.
7. (3) #4 REBAR CONTINUOUS
8. COMPACTED SUBGRADE 95% RELATIVE CPAMPACTION
9. 3 1/2' x 4.5' PCC SDWK OVER 12" A.B
10. 1/2" RADIUS ON EXPOSED EDGES



EXHIBIT D

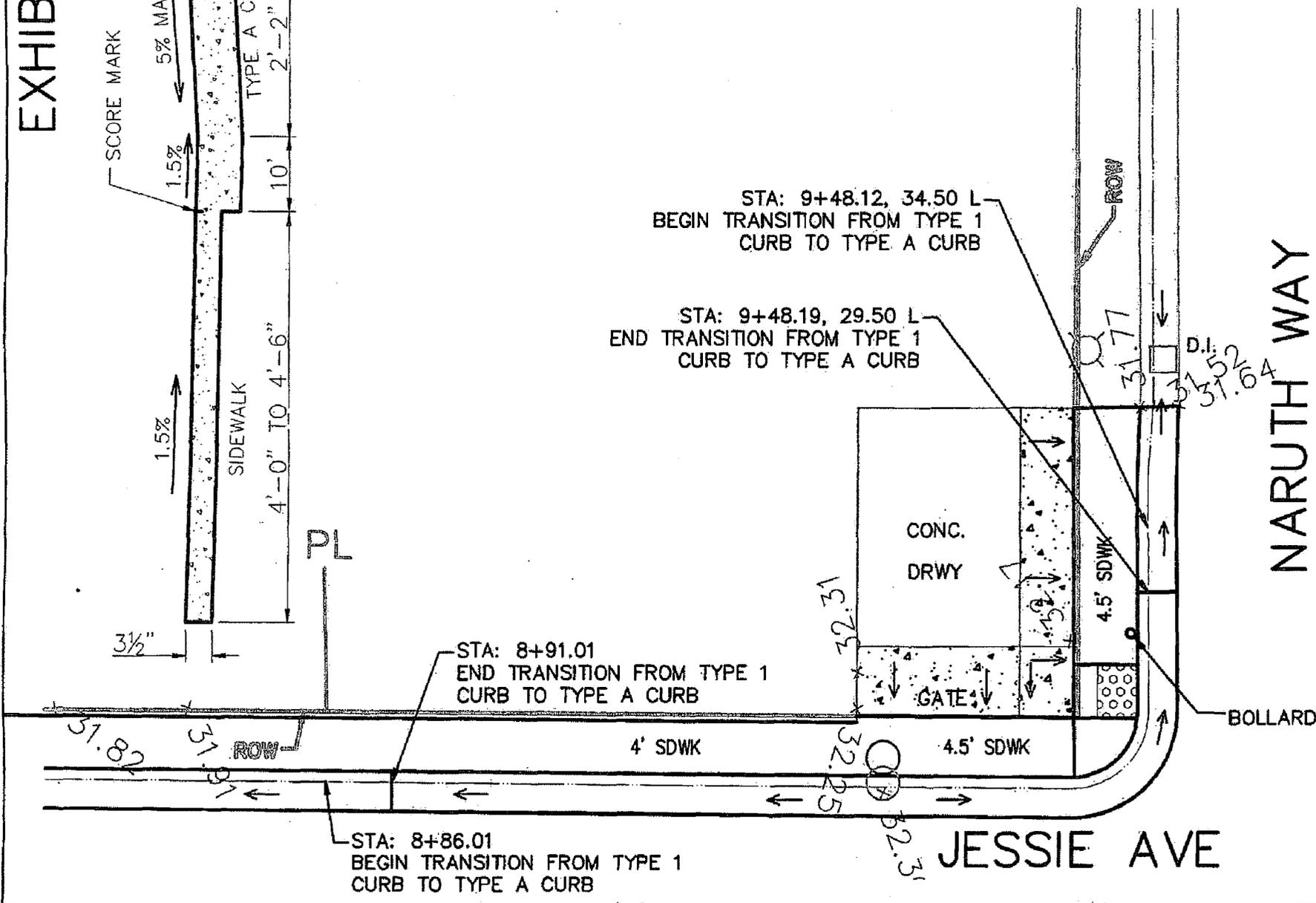


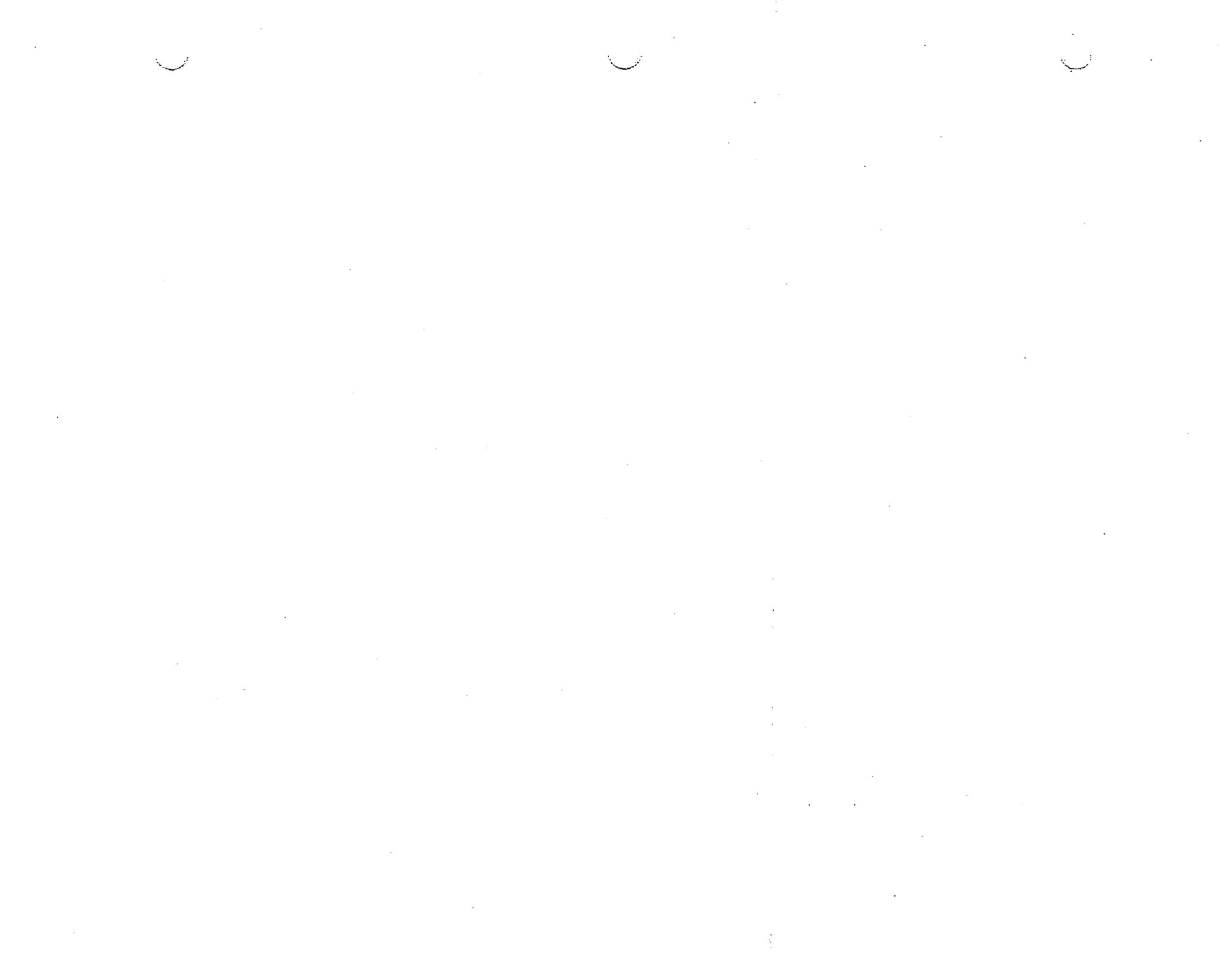
STA: 9+48.12, 34.50 L
BEGIN TRANSITION FROM TYPE 1
CURB TO TYPE A CURB

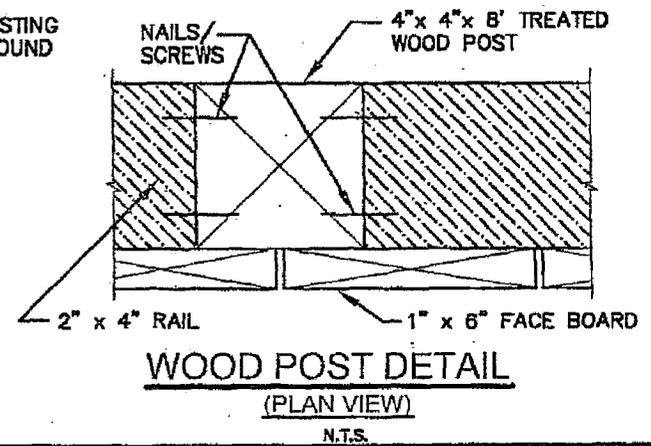
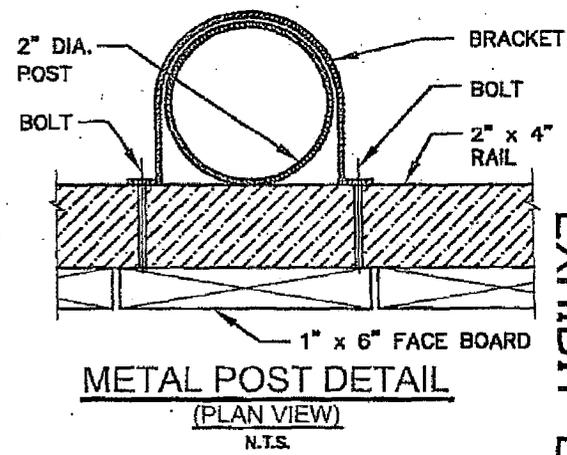
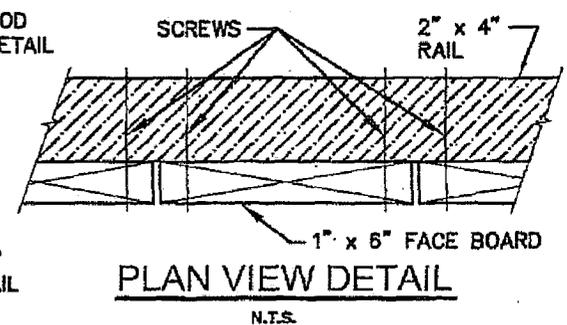
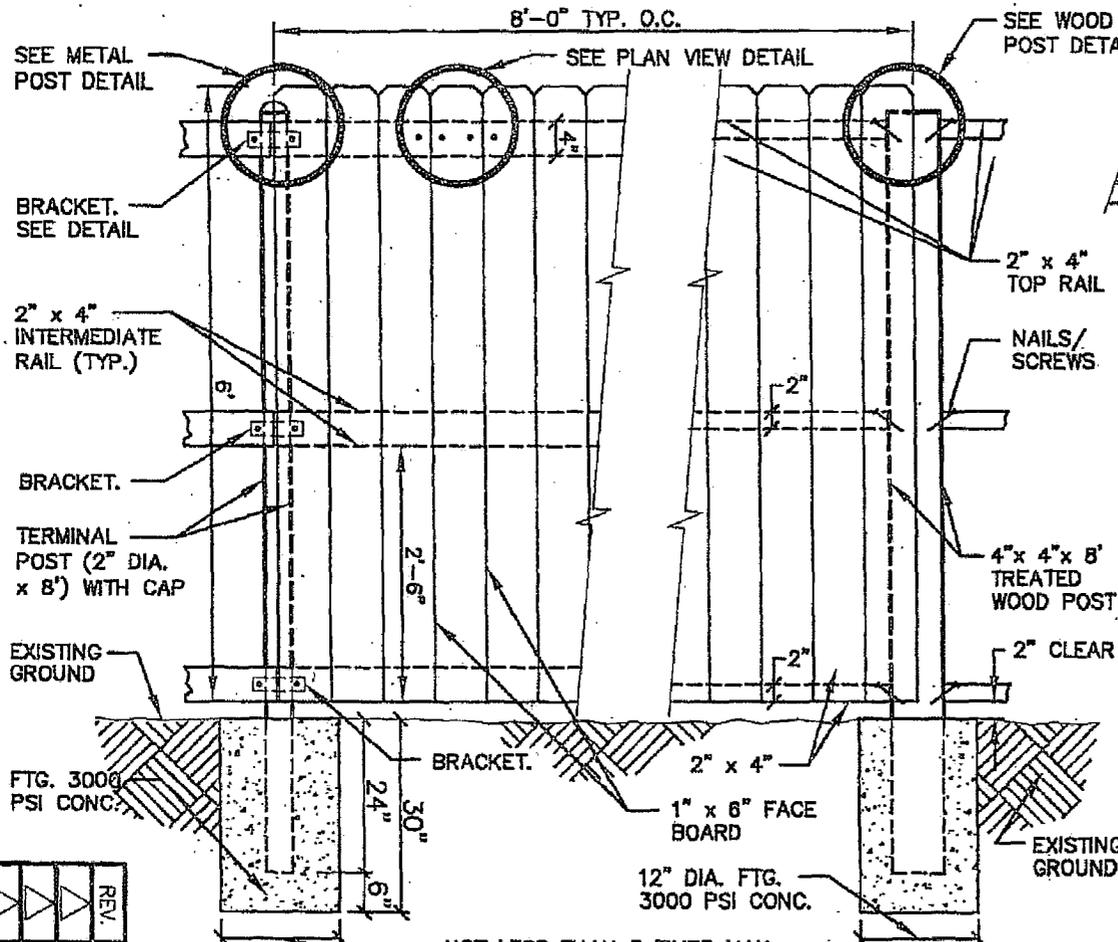
STA: 9+48.19, 29.50 L
END TRANSITION FROM TYPE 1
CURB TO TYPE A CURB

STA: 8+91.01
END TRANSITION FROM TYPE 1
CURB TO TYPE A CURB

STA: 8+86.01
BEGIN TRANSITION FROM TYPE 1
CURB TO TYPE A CURB







NOT LESS THAN 3 TIMES MAX. CROSS SECTION OF POST WITH MIN. OF 8"

METAL POST
(FENCE TYPE 1)

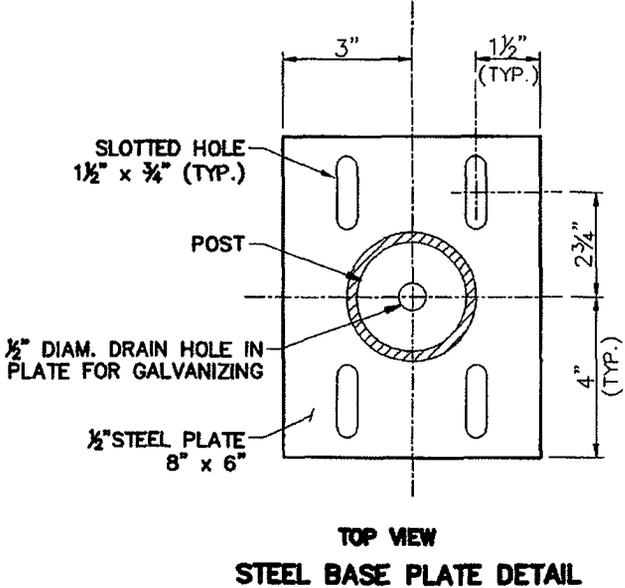
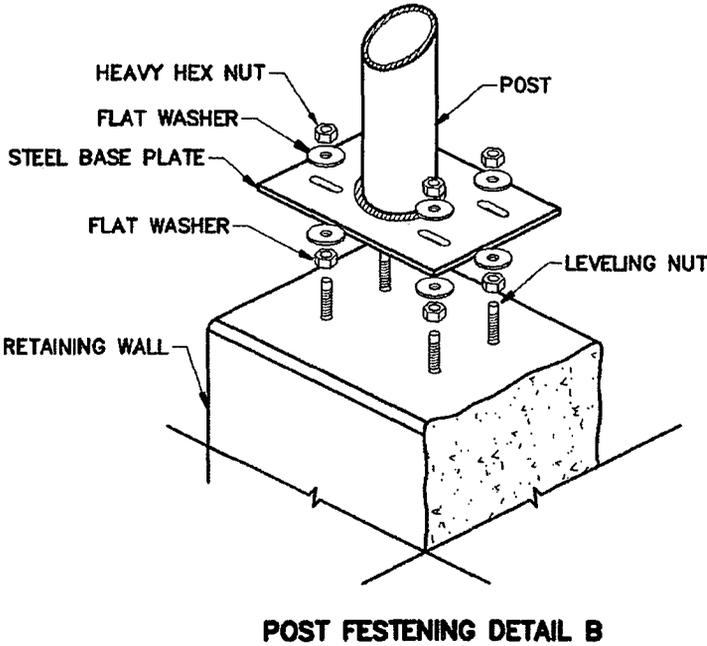
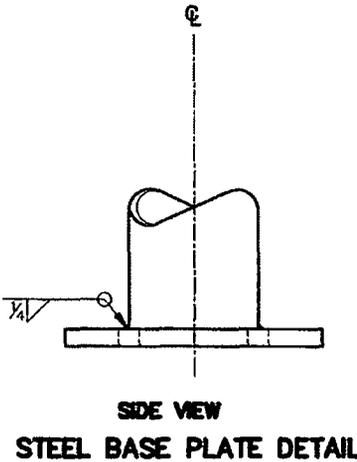
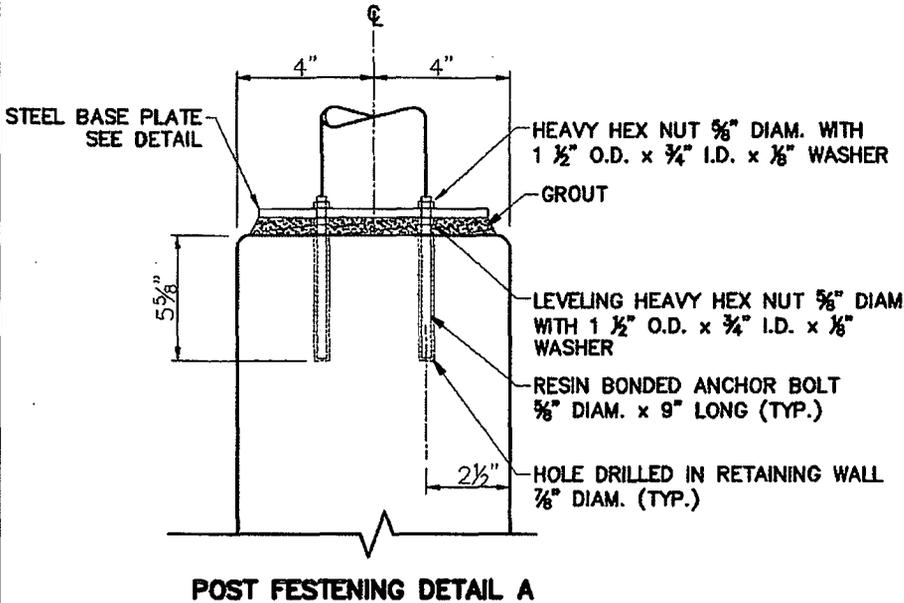
WOOD POST
(FENCE TYPE 2)

- NOTES:**
- ALL FASTENING HARDWARE TO BE NON-CORROSIVE.
 - CONTRACTOR SHALL USE 8p GALVANIZED SIDING NAILS OR 2" GALVANIZED SCREWS THROUGHOUT.
 - ALL WOOD MEMBERS SHALL BE TREATED.

REV	DATE	DESCRIPTION

EXHIBIT F

4' CHAIN LINK FENCE ON RETAINING WALL



NOTES:

1. POSITION THE BASE PLATES IN SUCH A WAY SO THAT ANCHOR BOLT INSTALLATION DOES NOT DAMAGE THE WALL REINFORCEMENT.
2. HOT DIP GALVANIZE ALL POSTS AFTER FABRICATION