



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

20

Meeting Date: 7/12/2011

Report Type: Consent

Title: 2011 Street Seal Coat Project (R15112020)

Report ID: 2011-00597

Location: Districts 1, 2, 3, 4, 5, 7 and 8

Recommendation: Adopt a Resolution: 1) approving plans and specifications for the project; 2) appropriating \$250,000 in State funds to the 2011 Street Seal Coat Project; 3) transferring funds in the amount of \$996,724, and 4) awarding the contract for an amount not to exceed \$1,222,456 to Valley Slurry Seal Company for the 2011 Street Seal Coat Project and for seal coat services on the following projects: Bike Trail Repair Project (K19000200); Midtown Transportation Traffic Improvement Project (T15995500); and Honor Park NTMP Project (S15101101); Mercy General Hospital NTMP Project (S15071137).

Contact: Greg Smith, Associate Civil Engineer, (916) 808-8364; Nicholas Theocharides, Engineering Manager (916)808-5065, Department of Transportation

Presenter: None

Department: Transportation Department

Division: Civil & Electrical Design

Dept ID: 15001131

Attachments:

- 1-Description/Analysis
- 2 - Background Information
- 3 - Report Agreement Exhibit Cover Sheet
- 4 - Resolution
- 5 - Exhibit A - Resurfacing Types
- 6 - Exhibit A - Location Maps
- 7 - Contract

City Attorney Review

Approved as to Form
Jerry Hicks
7/6/2011 9:02:19 AM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
6/23/2011 11:47:54 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 6/30/2011 3:31:11 PM

Assistant City Manager: John Dangberg - 7/5/2011 8:38:51 AM

Description/Analysis

Issue: The Street Seal Coat Program is an annual preventive maintenance strategy applied to street surfaces approximately once every ten years to extend the useful life of the existing pavement. The project was advertised and bids were received on June 8, 2011. Valley Slurry Seal Company is the lowest responsive and responsible bidder (see Attachment 1). City Council approval is necessary to move forward with awarding a construction contract.

Policy Considerations: The action requested is consistent with the Title 3 of the Sacramento City Code, and with City of Sacramento Strategic Plan goals of achieving sustainability and neighborhood livability.

Environmental Considerations:

California Environmental Quality Act (CEQA): The Community Development Department, Environmental Planning Services Division has determined this project is exempt from the provisions of the California Environmental Quality Act (CEQA) under Class 1, Section 15301(c).

Projects exempted under Class 1, Section 15301(c) consist of the operation, repair or minor alteration to existing highways and streets, sidewalks, bicycle and pedestrian trails, and similar facilities.

Sustainability Considerations: This project is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Valley Slurry Seal Company is the lowest responsive and responsible bidder.

Financial Considerations: The Street Overlays and Seals Program (R15112000) has a current budget of \$1,610,952. This report will appropriate an additional \$250,000 in state grant funds (Fund 3704) to the project. This funding has already been accepted through an agreement with the State Department of Resources for Rubberized Asphalt Concrete Chip Seal Program. As of June 13, 2011, the Street Overlays and Seals Program (R15112000) has an unobligated balance of \$864,905. The approval of the fund transfer in the amount of \$996,724 as detailed below, and the appropriation of \$250,000 will increase the total unobligated balance to \$2,111,629, which is sufficient to execute the contract with Valley Slurry Seal Company in the amount of \$1,146,924 and cover construction management costs.

Trench Cut Fee Program (R15072500)	\$ 432,724
Street Repair Partnering Program (R15072600)	\$ 320,000
Trench Cut Fee Program (R15102500)	\$ 150,000
Street Repair Partnering Program (R15102600)	<u>\$ 94,000</u>
	\$ 996,724

The Bike Trail Repair Project (K19000200) has a total budget of \$578,715 consisting of local transportation funds. As of June 13, 2011, the Bike Trail Repair Project (K19000200) has an unobligated balance of \$48,638. The FY2011-12 Capital Improvement Program adds \$103,000 to the project effective July 1, 2012. This results in an obligated balance of \$151,638 which is sufficient to encumber the bike trail portion of contract with Valley Slurry Seal Company in the amount of \$52,031 and cover design and construction management costs.

The Midtown Transportation Traffic Improvement Project (T15995500) has a total budget of \$2,951,840 consisting of local transportation funds. As of June 13, 2011, the Midtown Transportation Traffic Improvement Project (T15995500) has an unobligated balance of \$57,461. The encumbrance of \$13,424 is sufficient to execute the contract with Valley Slurry Seal Company in the amount of \$9,834 and cover design and construction management costs.

The Neighborhood Traffic Management Program (S15101100) has a total budget of \$439,191 consisting of local transportation funds. As of June 13, 2011, the Neighborhood Traffic Management Program (S15101100), which includes a program for Honor Park NTMP, has an unobligated balance of \$261,247. The encumbrance of \$11,749 is sufficient to execute the contract with Valley Slurry Seal Company in the amount of \$8,606 and cover design and construction management costs.

The Neighborhood Traffic Management Program (S15071100), which includes the Mercy General Hospital NTMP Project, has a total budget of \$3,506,019 consisting of local transportation funds. As of June 13, 2011, Neighborhood Traffic Management Program (S15071100) has an unobligated balance of \$570,127. The encumbrance of \$6,911 is sufficient to execute the contract with Valley Slurry Seal Company in the amount of \$5,061 and cover design and construction management costs.

There are no general funds planned or allocated for this project.

The Valley Slurry Seal Company contract will resurface streets and provide seal coat services in the amount of \$1,222,456 per the following project distribution:

FY11 Street Overlay and Seals Program (R15112000)	\$1,146,924
Bike Trail Repair (K19000200)	\$ 52,031
Midtown Transportation Traffic Improvement Project (T15995500)	\$ 9,834

Neighborhood Traffic Management Program (S15101100)	
Honor Park NTMP Project (S15101101)	\$ 8,606
Neighborhood Traffic Management Program (S15071100)	
Mercy General Hospital NTMP Project (S15071137)	<u>\$ 5,061</u>
	\$1,222,456

The approval of this project will support 35 jobs in the City of Sacramento based upon the model provided by the Federal Highway Administration (FHWA) of one new job for every \$35,000 of transportation project investment.

Emerging Small Business Development (ESBD): The City's ESBE goal is 20%. To encourage small and emerging business participation, plans and specifications were sent to 19 plan rooms and construction service organizations for publication. All are directly involved with ESBE construction firms. The project was also announced on the City's Project Internet site at www.cityofsacramento.org/bids. Valley Slurry Seal Company is providing 20.1% ESBE participation.

Background Information:

The Street Seal Coat Program is an annual preventive maintenance strategy applied to street surfaces approximately once every ten years to extend the useful life of the existing pavement. The Street Services Division developed the existing ten-year program to maintain the quality of City streets in a cost effective manner within the available funds. The residential and arterial streets are shown in Exhibit B of the Resolution.

As part of the Seal Coat Program, the Street Services Division coordinates with other departments. This year’s project will also include 3.7 miles of Class 1 bike trails located in Council Districts 2 and 4 which are funded by the Parks and Recreation Department. The bike trails are also shown in Exhibit B.

This project was advertised and four bids were received on June 8, 2011. The bids are summarized below:

Contractor	Bid Amount	ESBE Participation (Goal 20%)	Responsive
Valley Slurry Seal Company	\$1,222,456	20.1%	Yes
Intermountain Slurry Seal, Inc.	\$1,372,751	23.0%	Yes
California Pavement Maintenance	\$1,450,154	9.0%	No
Windsor Fuel Company	\$1,656,147	7.9%	No

The engineer’s construction estimate was \$1,100,000. It is recommended that the Contract be awarded to Valley Slurry Seal Company for its lowest responsive and responsible bid.

Construction is anticipated to start in July 2011 and be completed in September 2011.



Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.

- The Unexecuted Contract is included as an exhibit to the Resolution, however, the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.

- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.



RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVING SPECIFICATIONS, APPROPRIATING FUNDS, TRANSFERRING FUNDS AND AWARDING A CONSTRUCTION CONTRACT FOR THE 2011 SEAL COAT PROJECT (R15112020)

BACKGROUND

- A. The Street Seal Coat Program is an annual preventive maintenance strategy applied to street surfaces approximately once every ten years to extend the useful life of the existing pavement. The Street Services Division developed the existing ten-year program to maintain the quality of City streets in a cost effective manner within the available funds. The residential and arterial streets are shown in Exhibit B.
- B. The City executed a contract for Rubberized Asphalt Concrete Chip Seal Grant Program from the State Department of Resources for \$250,000.
- C. This project was advertised and three bids were received on June 8, 2011. Valley Slurry Seal Company is the lowest responsive and responsible bidder.
- D. Construction is anticipated to start in July 2011 and be completed in September 2011.

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

- Section 1. Specifications for the 2011 Street Seal Coat Project (R15112020) are approved.
- Section 2. The City Manager is authorized to appropriate \$250,000 in state funds (Fund 3704) toward the project.
- Section 3. The FY2010/11 Capital Improvement Program budget is amended by transferring \$432,724 from the Trench Cut Fee Program (R15072500), \$320,000 from the Street Repair Partnering Program (R15072600), \$150,000 from the Trench Cut Fee Program (R15102500), and \$94,000 from the Street Repair Partnering Program (R15102600) to the Street Overlays and Seals Program (R15112000).
- Section 4. The contract for the 2011 Street Seal Coat Project and for seal coat services on the following projects [Bike Trail Repair Project (K19000200);

Midtown Transportation Traffic Improvement Project (T15995500); Honor Park NTMP Project (S15101101); and Mercy General Hospital NTMP Project (S15071137)] for an amount not to exceed \$1,222,456 is awarded to Valley Slurry Seal Company.

Section 5. The City Manager is authorized to execute a contract with Valley Slurry Seal Company in an amount not to exceed \$1,222,456.

Section 6. Exhibits A and B are attached and are part of this Resolution.

Table of Contents:

Exhibit A: Resurfacing Types – 1 Page

Exhibit B: Maps of 2011 Seal Coat Project (R15112020) – 12 Pages



RESURFACING TYPES

The City's 2011 Street Seal Coat Project utilizes lower cost preventative maintenance treatments to reduce the need for more costly overlays and street reconstructions in the future. Following are the treatments being used on streets for 2011:

Slurry Seal – The majority of our streets will receive this type of resurfacing treatment. It's a blend of oil and small rocks which is a one day preventative maintenance procedure.

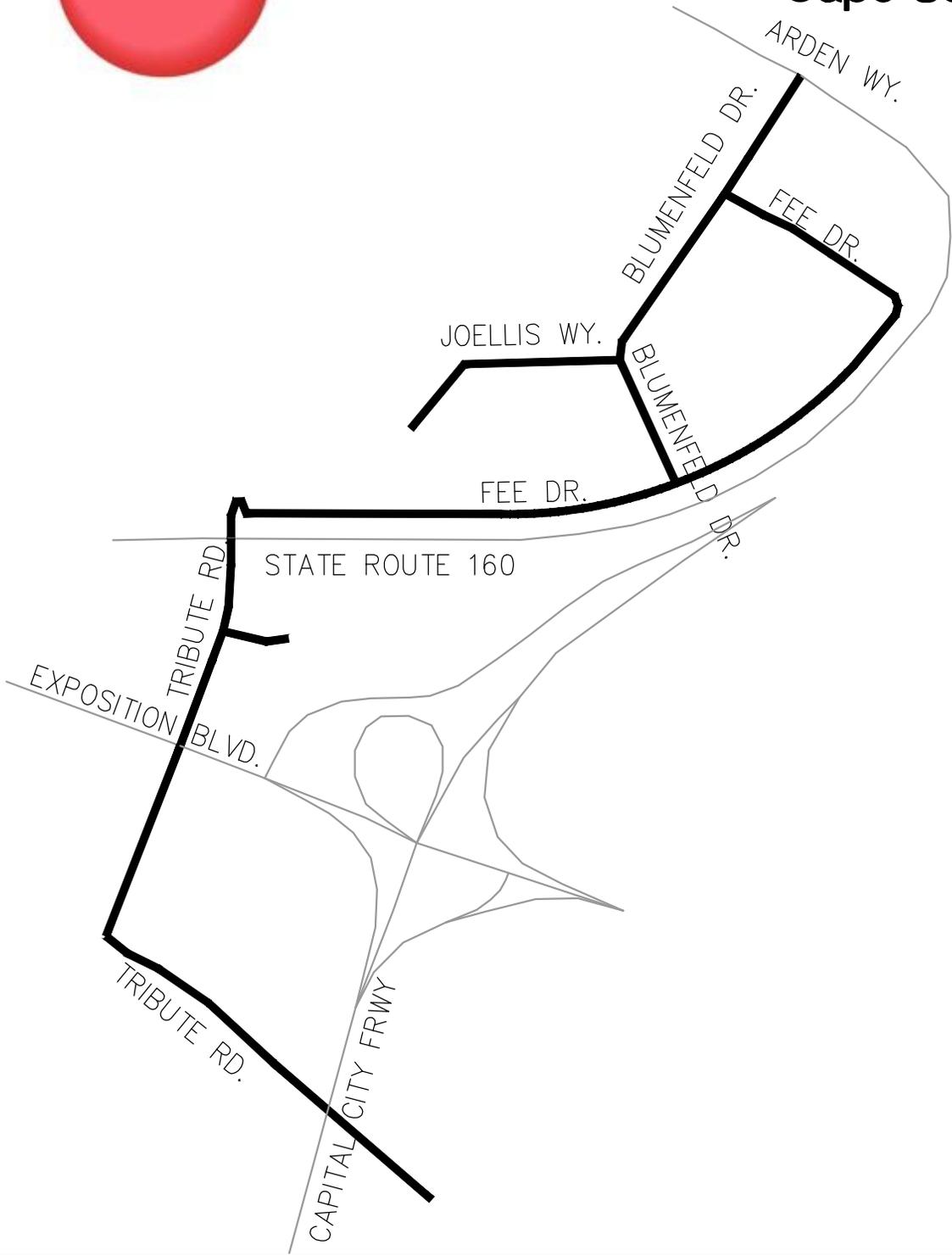
Microsurfacing – This type of resurfacing is similar to a Slurry Seal but has polymers added to the mix design to increase product durability and strength. This treatment is typically placed on heavily traveled roadways.

Chip Seal – A chip seal is an application of liquid asphalt covered with small rock chips. This treatment, which adds strength to the existing pavement, is relatively long-lasting and cost-effective. This product also incorporates the use of recycled rubber tires in the mix design.

Cape Seal – A cape seal consists of first applying a chip seal and then adding a slurry seal about a week later.



Map No. 2 Council District 3 Cape Seal



Map Contact
V. GRECHKO

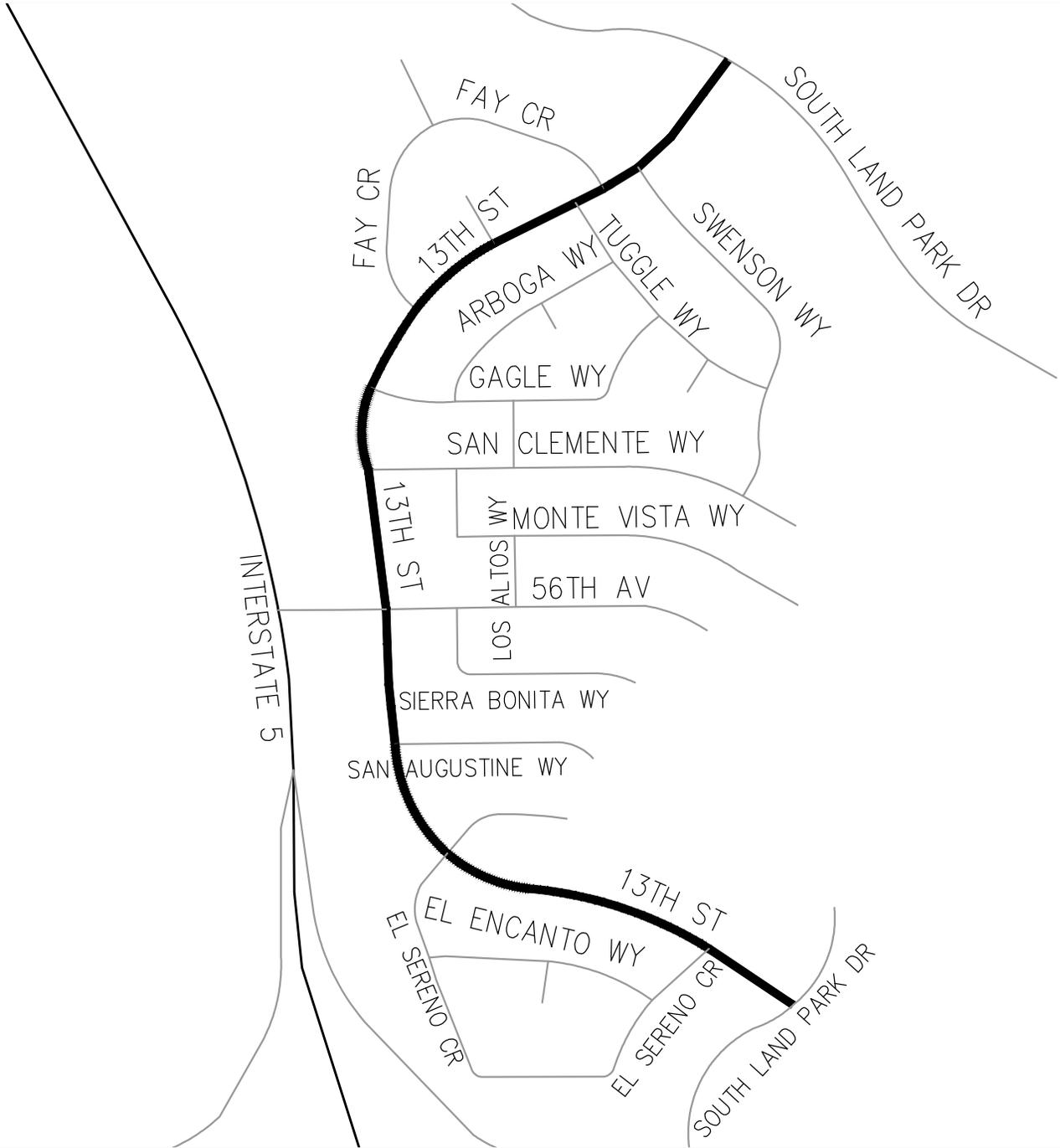


2011 Seal Coat Project PN: R15112020

FEB. 2011



Map No. 4 Council District 4 Microsurfacing



Map Contact
V. GRECHKO

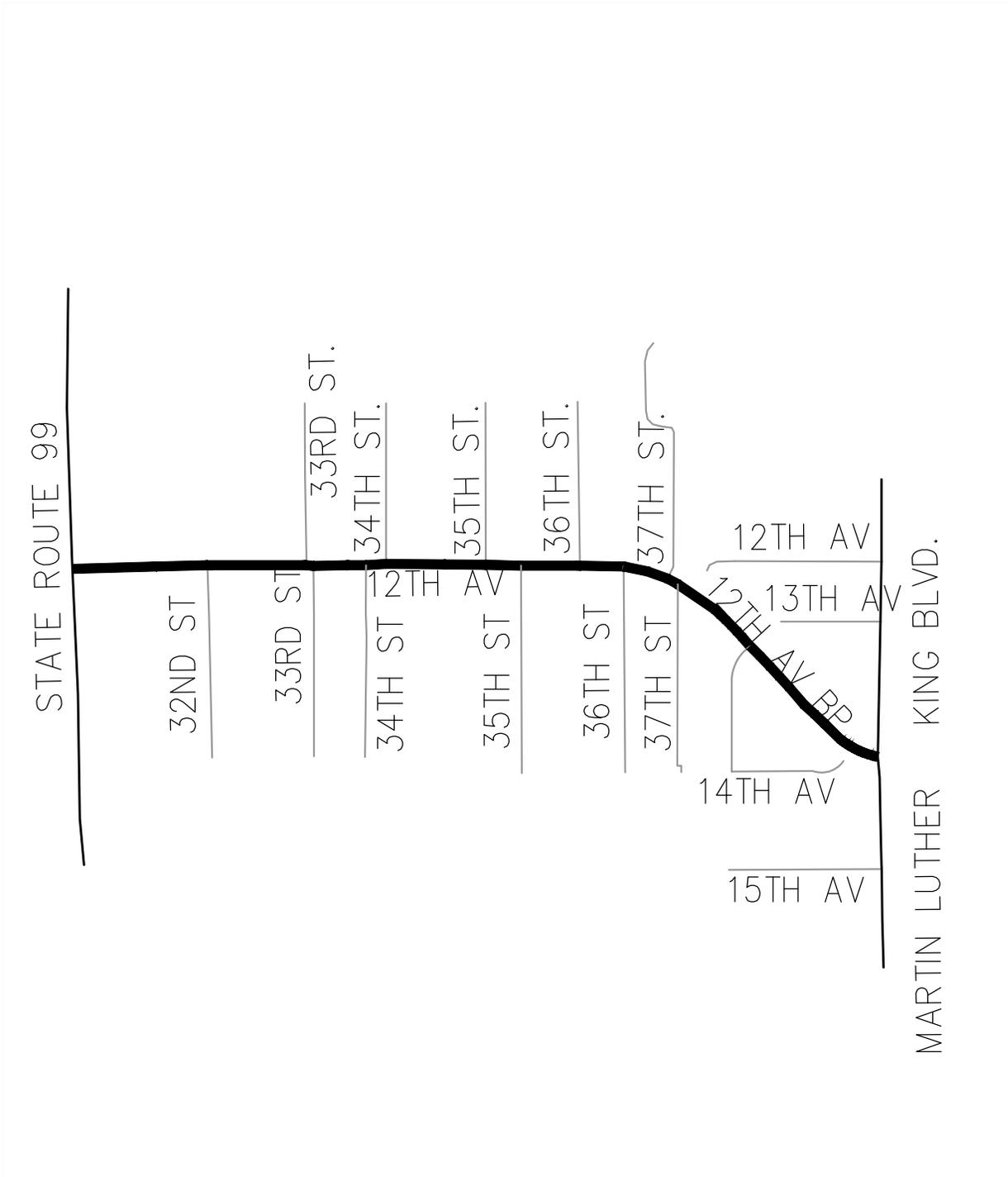


2011 Seal Coat Project
PN: R15112020

FEB. 2011



Map No. 5 Council District 5 Microsurfacing



Map Contact
V. GRECHKO

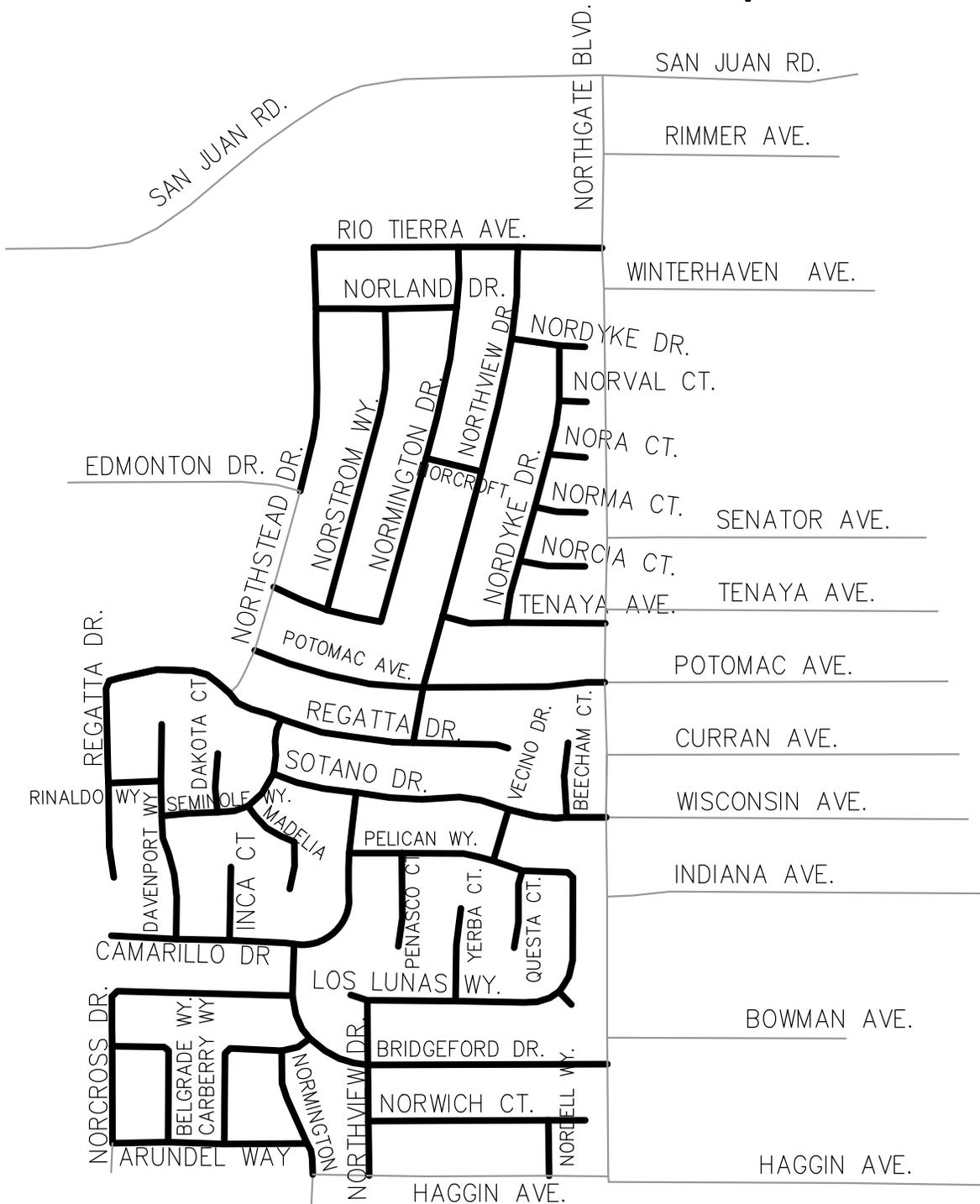


2011 Seal Coat Project
PN: R15112020

FEB. 2011



Map No. 6 Council District 1 Cape Seal



Map Contact
V. GRECHKO

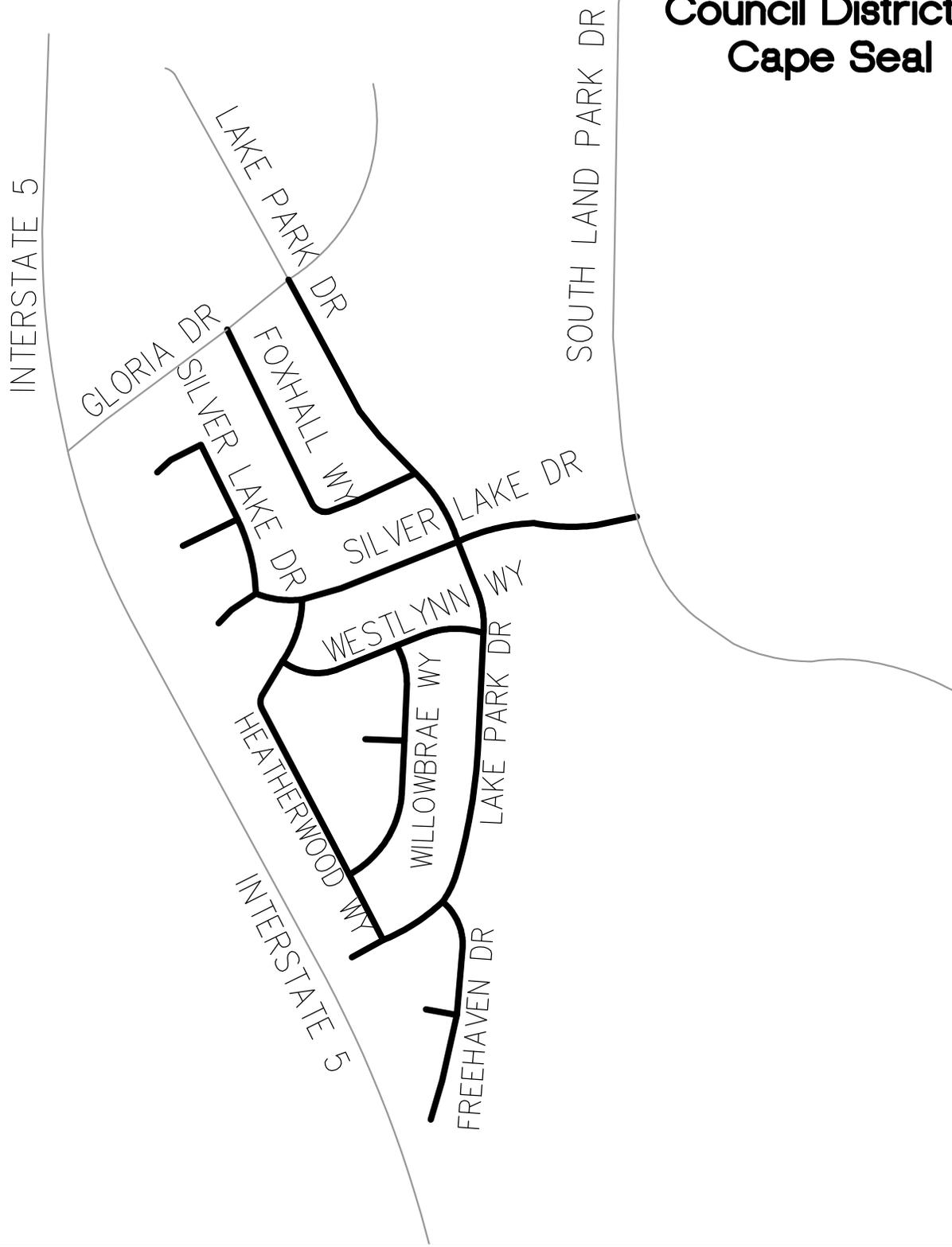


2011 Seal Coat Project
PN: R15112020

FEB. 2011



Map No. 7 Council District 4 Cape Seal



Map Contact
V. GRECHKO



2011 Seal Coat Project
PN: R15112020

FEB. 2011



Map No. 8 Council District 5 Slurry Seal



Map Contact
V. GRECHKO



2011 Seal Coat Project
PN: R15112020

FEB. 2011



Map No. 9 Council District 5 Microsurfacing



Map Contact
V. GRECHKO

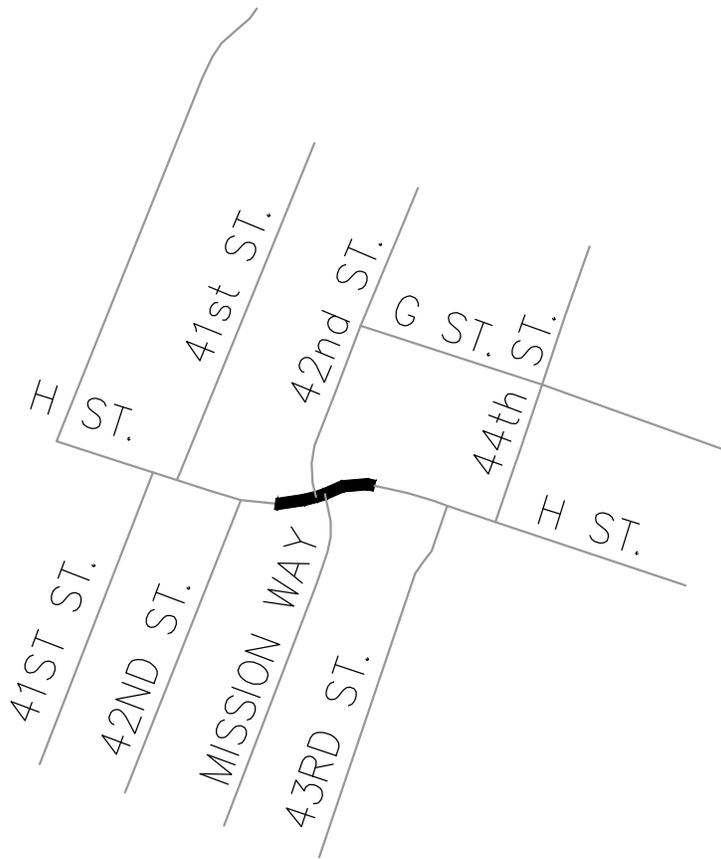


2011 Seal Coat Project
PN: R15112020

FEB. 2011



**Map No. 11
Council District 3
Microsurfacing**



Map Contact
V. GRECHKO

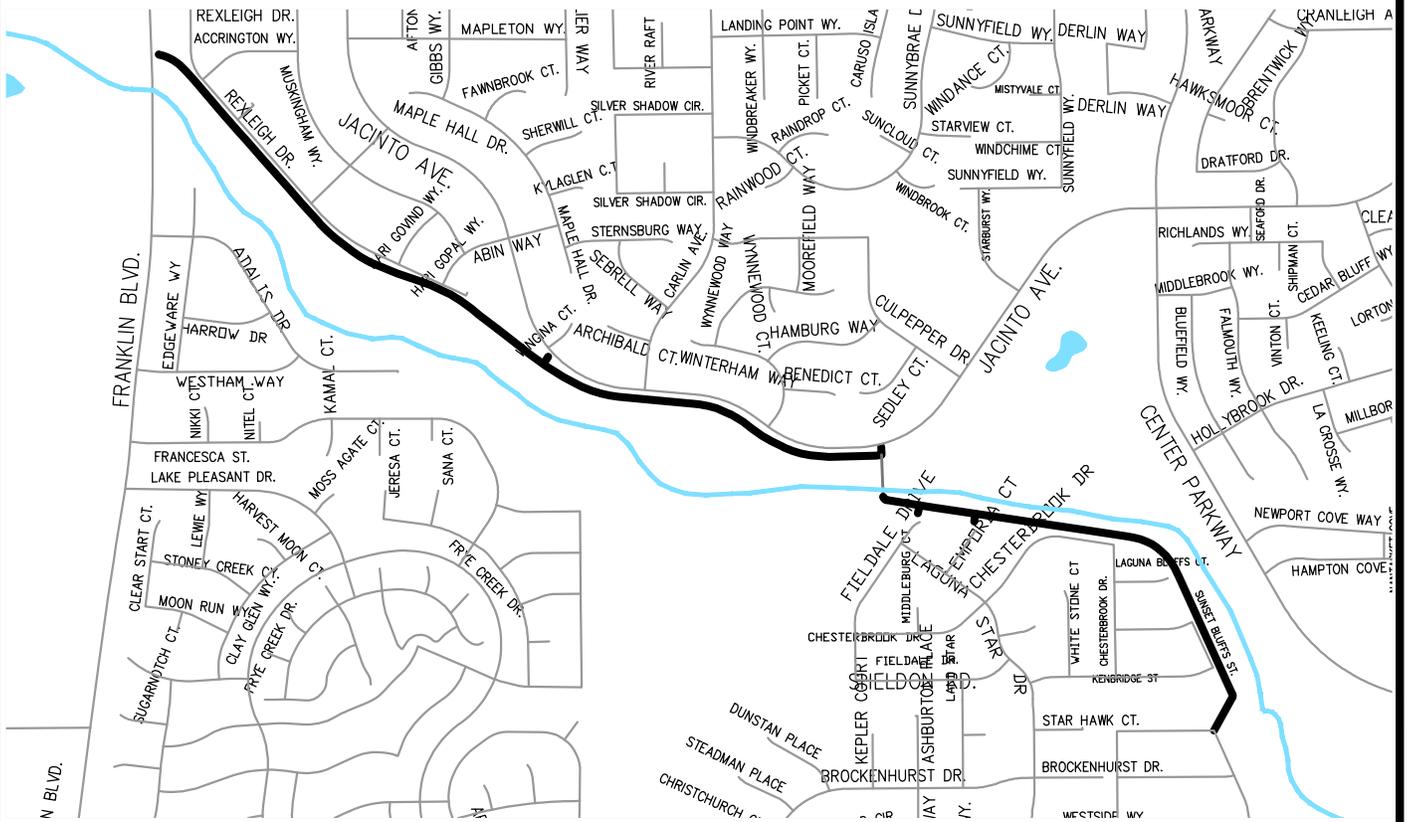


**2011 Seal Coat Project
PN: R15112020**

FEB. 2011



Map No. 12 Council District 8 Bike Trail Seal Coat



Map Contact
V. GRECHKO

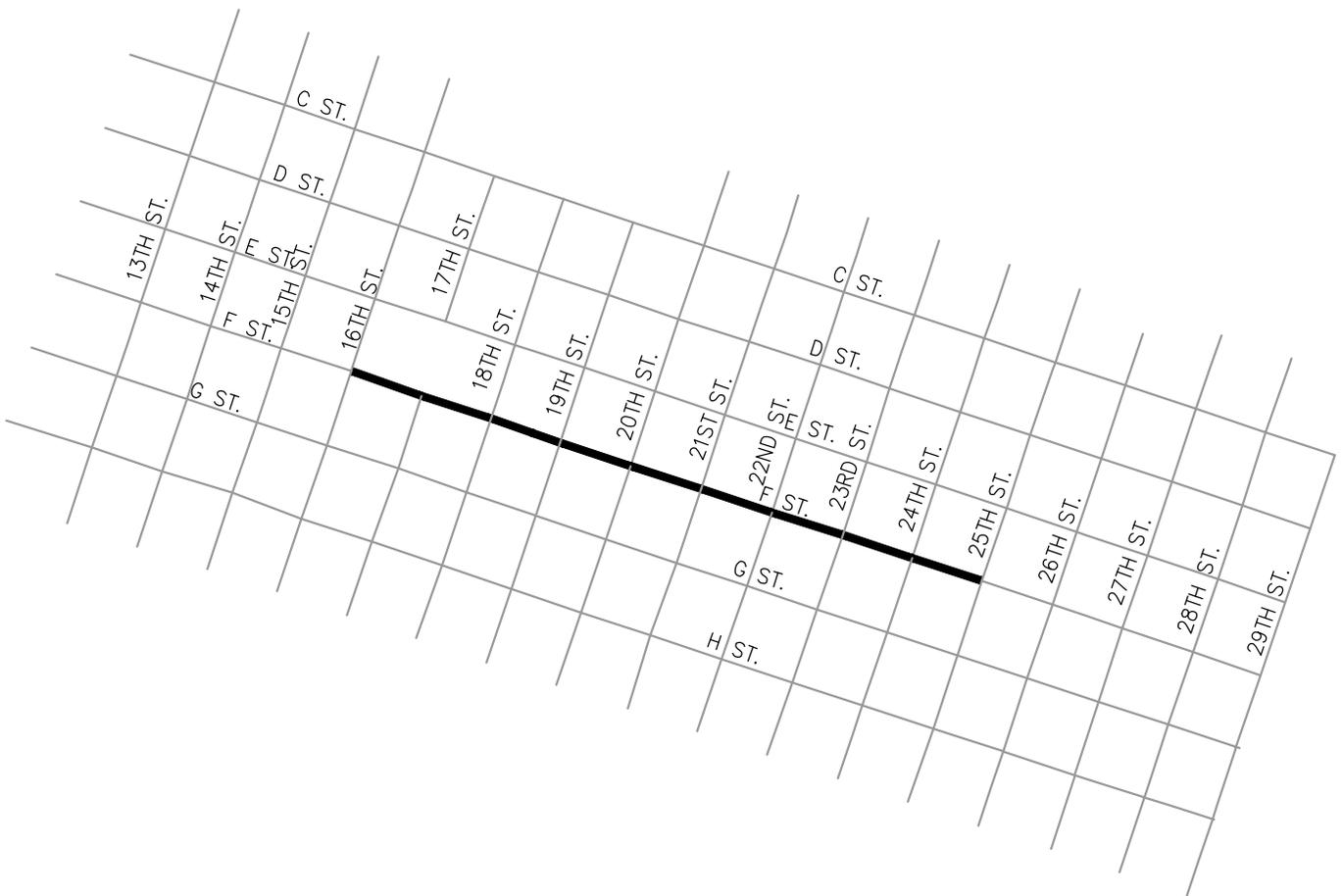


2011 Seal Coat Project
PN: R15112020

FEB. 2011



Map No. 13 Council District 3 Striping Only



Map Contact
V. GRECHKO

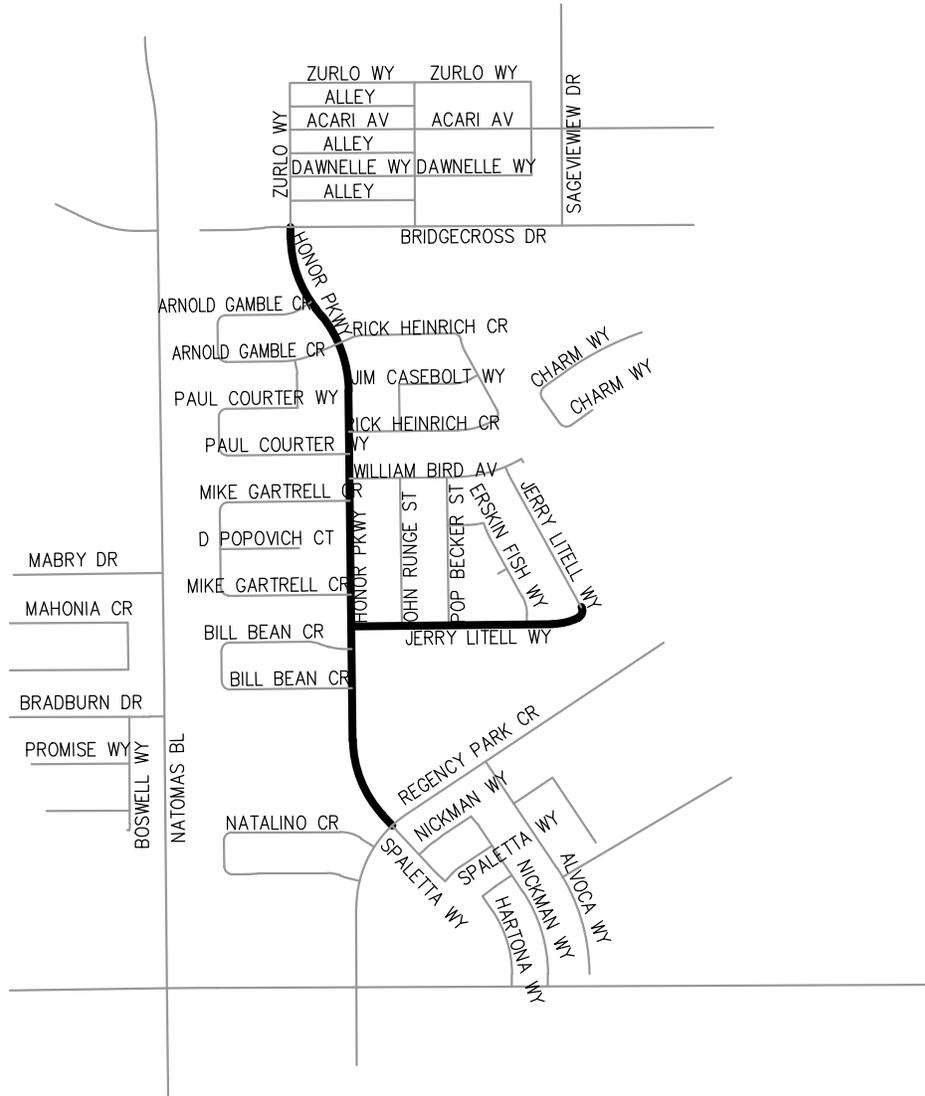


2011 Seal Coat Project PN: R15112020

FEB. 2011



Map No. 14 Council District 1 Striping Only



Map Contact
V. GRECHKO



2011 Seal Coat Project
PN: R15112020

FEB. 2011





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

**CONTRACT SPECIFICATIONS
FOR**

2011 Seal Coat Project

(PN: R15112020)

Non-Refundable Fee
\$ 25.00

Separate Plans

For Pre-Bid Information Call:
Greg Smith, Project Manager
(916) 808-8364

Bids to be received before
2:00 P.M. May 18, 2011 at:
City Clerk's Office
Historic City Hall
915 I Street, Suite 116
Sacramento, CA 95814

ESBE PROGRAM

For information on meeting the City of Sacramento's Small Business Enterprise (SBE) and Emerging Business Enterprise (EBE) project goals, please contact Noreen James at (916) 808-5470, or visit the City of Sacramento's small business web site at:
http://dev.cityofsacramento.org/econdev/business-open/Sub_small-business-certification.cfm

Estimated Construction Cost: **\$1,100,000.00** Construction Time: 45 Working Days

Welcome to the California
DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Standards Enforcement (DLSE)

DLSE debarments

The following contractors are currently barred from bidding on, or accepting or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

Note: As part of your due diligence, we suggest that you also check:

Debarments made by the Division of Apprenticeship Standards (DAS)

Contractor status at the Contractors State License Board (CSLB)

The Federal debarment list at the Excluded Parties List System

For a list of past DLSE debarments of public works contractors, please contact:

Char Grafil
 Special Assistant to the Labor Commissioner
 455 Golden Gate Ave., 9th Flr.
 San Francisco, CA 94102
 415-703-4810
cgrafil@dir.ca.gov

Revised: 3/24/11

Name of contractor	Period of debarment
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) <u>Decision</u>	3/31/11 through 3/30/13
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) <u>Decision</u>	3/31/11 through 3/30/13
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) <u>Decision</u> <u>Addendum</u>	3/1/11 through 2/28/14
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993	7/1/10 through 6/30/13

<p>CSB # 732014 Exp. 1/31/09 (inactive)</p> <p>David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993</p> <p>Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901 <u>Decision</u> </p>	<p>7/1/10 through 6/30/13</p> <p>7/1/10 through 6/30/13</p>
<p>Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)</p> <p>Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 <u>Decision</u> </p>	<p>4/19/10 through 4/18/13</p> <p>4/19/10 through 4/18/13</p>
<p>Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595</p> <p>David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 <u>Decision</u> </p>	<p>3/18/10 through 3/17/13</p>
<p>S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) <u>Decision</u> </p>	<p>10/15/09 through 10/14/12</p>
<p>Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) <u>Decision</u> </p>	<p>8/5/09 through 8/4/12</p>
<p>All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlincy Lane, #103</p>	<p>5/14/09 through 5/13/12</p>

<p>Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision</p>	
<p>1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision</p>	<p>3/16/09 through 3/15/12</p>
<p>Lee's Sheet Metal, Heating & Cooling, Inc. Lee Madison Thomas, individually Mary Caroline Thomas, individually 1100 Broadway St. Vallejo, CA 94590 CSB #600910 Exp. 8/31/09 Decision</p>	<p>8/1/08 through 7/31/11</p>
<p>CFI Contemporary Floors, Inc. Timothy Allen Kennady, individually 4808 Sunrise Dr., Ste. A Martinez, CA 94563 CSB #558343 Exp. 2/28/09 Decision</p>	<p>6/16/08 through 6/15/11</p>

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DEPARTMENT OF
TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET, ROOM 2000
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95814-2700

PH. (916) 808-8300
FAX (916) 808-8281

**2011 Seal Coat Project
(PN: R15112020)
Addendum No. 1**

May 9, 2011

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Greg Smith at (916) 808-8364.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

**2011 Seal Coat Project
(PN: R15112020)
Addendum No. 1**

Item #1 The following General Requirement shall be included in the contract documents:

SPECIFICATIONS - The work to be performed under this contract shall be in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the City Standard Specifications of the City of Sacramento, adopted June 2007, referred to herein as "Standard Specifications". The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications unless otherwise specified in these Special Provisions.

Item #2 The following street segments have been removed from the contract documents:

Map No. 1 – Bell Avenue bounded by Straus Drive and Parker Avenue (6,088 SY of Microsurfacing)

Map No. 3 - South Land Park Drive bounded by Fruitridge Road and 35th Avenue (6,245 SY of Microsurfacing)

A revised bid proposal, dated May 9, 2011, has been included as part of this addendum. All bid item quantities have been updated to reflect the above street removals.

Item #3 A revised Bid Proposal Checklist has been included as part of this addendum. A new checkbox in this document requires the submittal of the "Reliable Contractor Declaration", found in Appendix B, as part of the bid proposal. Failure to do so will result in the bid being declared not responsive.

Item #4 The bid opening date of May 18, 2011 has not been changed.

CITY OF SACRAMENTO
 Department of Transportation
 Engineering Services Division

Bid Bond Security

Properly Signed Improperly Signed
 Not Included Not Required

Bid Proposal
 Page 1 of 4
 May 9, 2011

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

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

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:

2011 SEAL COAT PROJECT (PN: R15112020)

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	SLURRY SEAL (TYPE II) TO PLACE	SY	34,240	\$	\$
2	MICROSURFACING (TYPE II) TO PLACE	SY	58,844	\$	\$
3	MODIFIED ASPHALT BINDER CAPE SEAL TO PLACE	SY	255,433	\$	\$
4	BIKE TRAIL SEAL COAT TO PLACE	SY	14,137	\$	\$
5	BIKE TRAIL CRACK SEAL TO PLACE	LF	20,000	\$	\$
6	BIKE TRAIL BASE REPAIR	SF	200	\$	\$
7	TRAFFIC STRIPE (4" & 6") TO REMOVE	LF	30,843	\$	\$
8	TRAFFIC STRIPE (8") TO REMOVE	LF	1,631	\$	\$
9	TRAFFIC STRIPE (12") TO REMOVE	LF	7,971	\$	\$
10	PAVEMENT MARKINGS TO REMOVE	SF	3,000	\$	\$
11	RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	EA	1,632	\$	\$
12	THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE	LF	34,074	\$	\$
13	THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE	LF	10,296	\$	\$

14	THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE	LF	1,675	\$	\$
15	THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE	LF	7,987	\$	\$
16	THERMOPLASTIC PAVEMENT MARKING TO PLACE	SF	3,723	\$	\$
17	PAINTED TRAFFIC STRIPE (4") TO PLACE	LF	5,786	\$	\$
18	PAINTED TRAFFIC STRIPE (6") TO PLACE	LF	6,060	\$	\$
19	PAINTED PAVEMENT MARKINGS TO PLACE	SF	36	\$	\$
20	PAVEMENT GRINDING AT CURB RAMPS	EA	43	\$	\$
21	MAINTENANCE HOLE TO RAISE	EA	20	\$	\$
22	WATER VALVE BOX TO RAISE	EA	20	\$	\$
23	SIGNS TO PLACE (POST REQUIRED)	EA	40	\$	\$
24	SIGNS TO PLACE (POST NOT REQUIRED)	EA	80	\$	\$

(F) – denotes final pay quantity

CONTRACTOR NAME: _____ TOTAL \$ _____

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 Intent to Award, and to begin work within five (5) 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-FIVE (45) 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.

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 _____
(Signature)

(Print or Type)

Title _____

Address _____

Telephone No. _____

Fax No. _____

Date _____

Contractor's License No. _____ Type _____

Expiration Date _____

Tax I.D. Nos.- Fed. _____ State _____

City of Sacramento Business Operation Tax Certificate No. _____

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

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 type="checkbox"/> Bid Proposal Form	1 – 6
<input type="checkbox"/> Bid Proposal Guarantee	1 only
<input type="checkbox"/> Drug Free Work Place Certification	1 only
<input type="checkbox"/> Minimum Qualifications Questionnaire	1 - 6
<input type="checkbox"/> E/SBE Subcontractor Form*	1 only
<input type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 - 9
<input type="checkbox"/> City of Sacramento Arizona Policy	
<input type="checkbox"/> Reliable Contractor Declaration	Appendix B

- *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.



DEPARTMENT OF
TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

916 I STREET, ROOM 2000
SACRAMENTO, CA
95814-2700

PH. (916) 808-8300
FAX (916) 808-8281

**2011 Seal Coat Project
(PN: R15112020)
Addendum No. 2**

May 17, 2011

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Greg Smith at (916) 808-8364.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

**2011 Seal Coat Project
(PN: R15112020)
Addendum No. 2**

Item #1 The bid opening date for this project has been changed. The new bid opening for this project will occur on **May 25, 2011**.



DEPARTMENT OF
TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET, ROOM 2000
SACRAMENTO, CA
95814-2700

PH. (916) 808-8300
FAX (916) 808-8281

**2011 Seal Coat Project
(PN: R15112020)
Addendum No. 3**

May 24, 2011

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Greg Smith at (916) 808-8364.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

**2011 Seal Coat Project
(PN: R15112020)
Addendum No. 3**

Item #1 The bid opening date for this project has been changed. The new bid opening for this project will occur on **June 1, 2011**.

Item #2 The estimated quantity of 200 SF for Bid Item No. 6 "Bike Trail Base Repair" is a sum of three locations along the bike trails.

Item #3 An error was found in the Modified Binder Specification for Hot Applied Chip Seal Applications Table found on page 41. Note "b" should read "Supplier is required to certify **15%** (not 10%) minimum **recycled** tire rubber modifier in binder."



DEPARTMENT OF
TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET, ROOM 2000
SACRAMENTO, CA
95814-2700

PH. (916) 808-8300
FAX (916) 808-8281

**2011 Seal Coat Project
(PN: R15112020)
Addendum No. 4**

May 27, 2011

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Greg Smith at (916) 808-8364.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

2011 SEAL COAT PROJECT (PN: R15112020)

Addendum No. 4

ITEM #1 The bid opening date for this project has been changed. The new bid opening for this project will occur on June 8, 2011.

ITEM #2 The modified asphalt binder found in Bid Item No. 3 "MODIFIED ASPALT BINDER CAPE SEAL TO PLACE" shall be binder grade PG76-22TR and manufactured by Paramount Petroleum Corporation or equal. A specification obtained from Paramount Petroleum Corporation for this binder material is included as part of this addendum. Note "b" in this specification shall read "Supplier is required to certify **15%** (not 10%) minimum recycled tire rubber modifier in binder."

A request for a substitution "an equal" shall be made in writing and delivered by e-mail to the Project Manager, Greg Smith (gsmith@cityofsacramento.org) by 2:00 PM (PST), Friday, June 3, 2011. A request shall include the following information:

- Product Name
- Patent Number and Date (if applicable)
- Product Manufacturer
- Product Specifications to include percent of tire rubber modifier and all values found in the Paramount Petroleum PG76-22TR binder specification table.
- A list of California agencies that have used the "an equal" product in a publically advertised resurfacing project within the past two years. This item shall include agency contact information including phone number, date of award, and square yards of chip seal binder placed in project.

On Monday, June 6, 2011 an addendum will be delivered by the City specifying if "an equal" binder substitution was approved. If no binder substitution is approved, bid opening will remain on Wednesday, June 8, 2011 as mentioned above. If "an equal" binder substitution is found, the bid opening date is expected to extend an additional week to allow bidders to consider the product.

Performance Graded Tire Rubber Modified Asphalt Binder

Property	AASHTO Test Method	Grade	
		PG 64-28 TR ^b	PG 76-22 TR ^b
Original Binder:			
Flash Point, Minimum °C	T 48	230	230
Solubility, % minimum ^b	T 44 ^d	97.5	97.5 ^c
Viscosity at 135°C, ^f Maximum, Pa·s	T 316	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	64 1.00	76 1.00
RTFO Test, Mass Loss, Maximum, %	T 240	1.00	1.00
RTFO Test Aged Binder:			
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	64 2.20	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note g 80	Note g 80
Elastic Recovery ^h , Test Temp., °C Minimum recovery, %	T 301	25 75	25 65
PAV ⁱ Aging, Temperature, °C	R 28	100	110
RTFO Test and PAV Aged Binder:			
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	22 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-18 300 0.300	-12 300 0.300
Notes:			
a. Do not modify binder using acid modification.			
b. Supplier is required to certify 10% minimum tire rubber modifier in binder.			
c. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."			
d. The Department allows ASTM D 5546 instead of AASHTO T 44			
e. For hot applied chip seal applications the solubility will be a minimum of 93% and a binder profile is required for supplier who is not a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."			
f. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.			
g. Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.			
h. Tests without a force ductility clamp may be performed.			
i. "PAV" means Pressurized Aging Vessel.			



DEPARTMENT OF
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ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET, ROOM 2000
SACRAMENTO, CA
95814-2700

PH. (916) 808-8300
FAX (916) 808-8281

**2011 Seal Coat Project
(PN: R15112020)
Addendum No. 5**

June 6, 2011

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, may result in rejection of your offer. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Greg Smith at (916) 808-8364.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

2011 SEAL COAT PROJECT (PN: R15112020)

Addendum No. 5

1. The City did not receive a request for a substitution "an equal" for the modified asphalt binder by 2:00 PM (PST), Friday, June 3, 2011. Therefore, the binder material shall be manufactured by Paramount Petroleum Corporation as described in Addendum No. 4 and no substitutions will be allowed. The bid opening date for this projects remains June 8, 2011.



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

April 20, 2011

RE: City of Sacramento Construction Contracting Opportunities

The City of Sacramento is currently soliciting bids **2011 SEAL COAT PROJECT (PN: R15112020)** The project will consist of resurfacing various residential, collector, and arterial streets within the City of Sacramento. This work shall consist of mixing asphaltic emulsion, aggregate, set control additives, water, and spreading the mixture on properly prepared surfacing and any other work involved in constructing or placing material. This work shall also include the preparation and resurfacing of bike trails, removal and placement of traffic striping and markings, grinding pavement at curb ramps to meet ADA requirements, raising maintenance holes and water valve boxes to meet new grades of roadway, and the placement of new traffic signs and raised pavement markers.

Bids to be received Wednesday, May 18, 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

City Council
2011 SEAL COAT PROJECT (PN: R15112020)
April 20, 2011

735 Industrial Rd, Ste #100, San Carlos, CA 94070

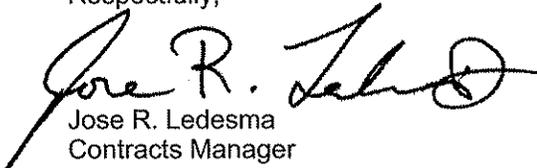
15. California Small Business Entrepreneurs, Inc (CalSBE)
3023 East Myrtle Street, Stockton, CA 95205
16. Sacramento Asian Pacific Chamber of Commerce
2012 H Street, Ste #202, Sacramento, CA 95814
17. Sacramento Black Chamber of Commerce
2655 Del Monte St, West Sacramento, CA 95691
18. Russian Chamber 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 \$ **25.00** will be charged. The construction estimate is **\$1,100,000.00**. 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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Bid Proposal Form	1 - 4
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Drug Free Work Place	1 only
Subcontractor Form	1 only
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Non-Discrimination in Employee Benefits Ordinance Certification	1 - 9
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Agreement	1 - 15
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Payment Bond	1 only
Worker's Compensation Certification	1 only
Construction & Demolition Debris Recycling Requirements	1-6
Pay Request Application	1 only
Schedule of Values	1 only
Guarantee	1 only
Special Provisions	1 - 192

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 **May 18th, 2011** and will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

2011 Seal Coat Project

(PN: R15112020)

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:

2011 Seal Coat Project

(PN: R15112020)

Copies of the Contract Documents are available at

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

A non-refundable fee of **\$25.00** 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 other wise 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 ESB 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 and order of the California Apprenticeship Council.
- (b) A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of fifty dollars (\$50) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.
- (c) In lieu of the penalty provided for in subdivision (a) or (b), the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of non-compliance.
- (d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.
- (e) The interpretation and enforcement of Section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1989, Ch. 1224)

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
<input checked="" type="checkbox"/> City of Sacramento Arizona Policy	
<input checked="" type="checkbox"/> Reliable Contractor Declaration	Appendix B

- *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.

CITY OF SACRAMENTO
 Department of Transportation
 Engineering Services Division

Bid Bond Security
 Properly Signed Improperly Signed
 Not Included Not Required

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

Bid Proposal
 Page 1 of 4
 May 9, 2011

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

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:

2011 SEAL COAT PROJECT (PN: R15112020)

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	SLURRY SEAL (TYPE II) TO PLACE	SY	34,240	\$ 1.11	\$ 38,006.40
2	MICROSURFACING (TYPE II) TO PLACE	SY	58,844	\$ 1.13	\$ 66,493.72
3	MODIFIED ASPHALT BINDER CAPE SEAL TO PLACE	SY	255,433	\$ 3.47	\$ 886,352.51
4	BIKE TRAIL SEAL COAT TO PLACE	SY	14,137	\$ 1.10	\$ 15,550.70
5	BIKE TRAIL CRACK SEAL TO PLACE	LF	20,000	\$ 0.69	\$ 13,800.00
6	BIKE TRAIL BASE REPAIR	SF	200	\$ 80.00	\$ 16,000.00
7	TRAFFIC STRIPE (4" & 6") TO REMOVE	LF	30,843	\$ 0.41	\$ 12,645.63
8	TRAFFIC STRIPE (8") TO REMOVE	LF	1,631	\$ 0.84	\$ 1,370.04
9	TRAFFIC STRIPE (12") TO REMOVE	LF	7,971	\$ 2.00	\$ 15,942.00
10	PAVEMENT MARKINGS TO REMOVE	SF	3,000	\$ 2.00	\$ 6,000.00
11	RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	EA	1,632	\$ 3.15	\$ 5,140.80
12	THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE	LF	34,074	\$ 0.63	\$ 21,466.62
13	THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE	LF	10,296	\$ 0.63	\$ 6,486.48

14	THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE	LF	1,675	\$ 1.00	\$ 1,675.00
15	THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE	LF	7,987	\$ 2.10	\$ 16,772.70
16	THERMOPLASTIC PAVEMENT MARKING TO PLACE	SF	3,723	\$ 4.00	\$ 14,892.00
17	PAINTED TRAFFIC STRIPE (4") TO PLACE	LF	5,786	\$ 0.50	\$ 2,893.00
18	PAINTED TRAFFIC STRIPE (6") TO PLACE	LF	6,060	\$ 0.50	\$ 3,030.00
19	PAINTED PAVEMENT MARKINGS TO PLACE	SF	36	\$ 10.50	\$ 378.00
20	PAVEMENT GRINDING AT CURB RAMPS	EA	43	\$ 200.00	\$ 8,600.00
21	MAINTENANCE HOLE TO RAISE	EA	20	\$ 1,200.00	\$ 24,000.00
22	WATER VALVE BOX TO RAISE	EA	20	\$ 1,200.00	\$ 24,000.00
23	SIGNS TO PLACE (POST REQUIRED)	EA	40	\$ 262.01	\$ 10,480.40
24	SIGNS TO PLACE (POST NOT REQUIRED)	EA	80	\$ 131.00	\$ 10,480.00

(F) – denotes final pay quantity

CONTRACTOR NAME: Valley Slurry Seal Company TOTAL \$ 1,222,456.00

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 Intent to Award, and to begin work within five (5) 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-FIVE (45) 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. #	<u>1</u>	DATE	<u>May 9, 2011</u>
Add. #	<u>2</u>	DATE	<u>May 17, 2011</u>
Add. #	<u>3</u>	DATE	<u>May 24, 2011</u>
	<u>4</u>		<u>May 27, 2011</u>
	<u>5</u>		<u>June 6, 2011</u>

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.

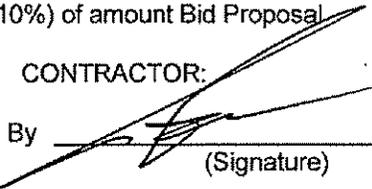
If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR:

By  _____
(Signature)

Alan S. Berger
(Print or Type)

Title Vice President
Address 8785 Channel Dr
West Sacramento, CA 95691
Telephone No. 916-873-1500
Fax No. 916-873-0180
Date 6-8-11

Contractor's License No. 293727 Type A, B, C12
Expiration Date 3-31-13
Tax I.D. Nos.- Fed. 94-2270766 State 234-5154
City of Sacramento Business Operation Tax Certificate No. 72399
(City will not award contract if Certificate Number is missing.)

KNOW ALL MEN BY THESE PRESENTS,

That we, Valley Slurry Seal Company

as Principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota 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 May 18, 2011 for the Work specifically described as follows:

**2011 SEAL COAT PROJECT
(PN: R15112020)**

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 6th
day of May 20 11.

Valley Slurry Seal Company
(Contractor) (Seal)

By [Signature]
Title Alan S. Berger - Vice President

ORIGINAL APPROVED AS TO FORM:

City Attorney

Western Surety Company
(Surety)(Seal)

By [Signature]
Title Rosalie A. Miszkiel, Attorney-in-Fact
Agent Name and Address Wells Fargo Insurance *
Insurance Services USA, Inc. *
Agent Phone # 916-231-1747
Surety Phone # 877-589-6952
California License # A87
*11017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95765

ACKNOWLEDGMENT

State of California
County of Yolo)

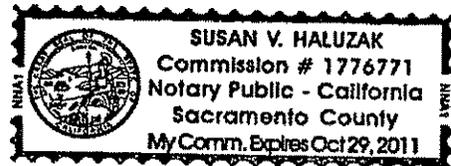
On May 16, 2011 before me, Susan V. Haluzak, Notary Public
(insert name and title of the officer)

personally appeared Alan S. Berger
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 Susan V Haluzak (Seal)



ACKNOWLEDGMENT

State of California
County of Sacramento)

On May 6, 2011 before me, Patricia A. Gouker, Notary Public
(insert name and title of the officer)

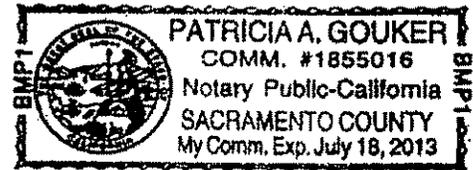
personally appeared Rosalie A. Miszkiel
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature _____

(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Rosalie A Miskiel, P A Gouker, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 14th day of April, 2011.



WESTERN SURETY COMPANY

Paul T. Bruflat

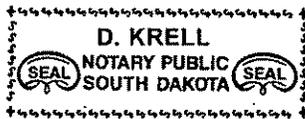
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of April, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn; did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of May, 2011.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

BizNet Profile: SIERRA STRIPING, INC

Registration/NbR: 20120 Prime SIC: 0C32 Prime NIGP: 00C32
Name: SIERRA STRIPING, INC
Business Description: PAVEMENT MARKINGS, PARKING LOTS & ROAD STRIPING, INSTALL TRAFFIC SIGNS & WHEEL, SIGN INSTALLATION, HIGHWAY/AIRPORT STRIPING, ASPHALT SEAL COAT
Street: 6141 ANGELO COURT
City: LOOMIS State: CA Zip: 95650
County:
Phone: (916) 652-0430 Fax: (916) 652-9592
E-mail: rick@sierrastriping.com
Work Location:
County:
Contact: RICK JOHNSON
Ethnic Group: Caucasian
Gender: Female
Certificaton Status:
Sacramento Certification: SBE State Certification: SBE DBE Certification: OBE
Sacramento Cert. Expires: 12/31/2011 California Cert. Expires: 9/30/2009 DBE Cert. Expires:
Additional SIC and NIGP:
2nd SIC: 0D42 3rd SIC: 1700 4th SIC: 1611 5th SIC: 2952 6th SIC: 2950 7th SIC: 8th SIC:
2nd NIGP: 00D42 3rd NIGP: 96852 4th NIGP: 96859 5th NIGP: 96861 6th NIGP: 96862 7th NIGP: 98865 8th NIGP: 98863

NOTE:

OBE stands for Other Business Enterprise indicating that the firm is not certified.

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CALIFORNIA PROFILE			
BidSync Supplier Name	J&K Sweeping	Supplier Number	54144
Legal Business Name	J & K SWEEPING	DBA Business Name	J & K SWEEPING
Address	3845 LYNWOOD WAY SACRAMENTO, CA 95864-0749	Phone	(916) 488-8622
Email	sylviaharr@comcast.net	FAX	(916) 488-1137
Number of Employees	2		
Business Types	Service		
Service Areas	Alameda County, Butte County, Contra Costa County, El Dorado County, Fresno County, Madera County, Napa County, Nevada County, Placer County, Sacramento County, San Joaquin County, San Luis Obispo County, San Mateo County, Santa Cruz County, Yolo County, Yuba County,		
Keywords	STREET AND HIGHWAY SWEEPING GRINDING		
Classifications	721033 - Infrastructure maintenance and repair services		
View Options	View Application		
Edit Options	Amend Application Register as Disabled Veteran Business Enterprise (DVBE)		

Active Certifications

[Register as Disabled Veteran Business Enterprise \(DVBE\)](#)

TYPE	STATUS	STATUS DATE	FROM	TO	ACTIONS
SB (Micro)	Approved	Feb 23, 2010	Feb 23, 2010	Feb 29, 2012	

Certification History

TYPE	STATUS	STATUS DATE	FROM	TO
SB (Micro)	Expired	Dec 1, 2009	Apr 16, 2008	Nov 30, 2009

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Department of
General Services
BUILDING GREEN · BUYING GREEN · WORKING GREEN

SUTTER TRANSFER SERVICE INC - #38942

SUPPLIER PROFILE

Legal Business Name SUTTER TRANSFER SERVICE INC
 Doing Business As SUTTER TRANSFER SERVICE INC
 Address P O BOX 767 Phone (530) 671-9519
 SUTTER, CA 95982-0767 FAX (530) 755-4116
 Email cus4trux@yahoo.com
 Web Page <http://www.suttertransfer.com>
 Business Types Service
 Service Areas Butte, Colusa, Glenn, Placer, Sacramento, Sutter, Yolo, Yuba,
 Keywords trucking, aggregate material, construction, demolition, road work, asphalt, cal-trans, hways, bridges, levees, dirt, earth work, heavy, transporting,
 hauling, local trucking, heavy
 Classifications 221016 - Paving equipment
 251016 - Product and material transport vehicles
 301217 - Road and railroad construction materials

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Apr 20, 2011	Apr 30, 2013

Certification History

TYPE	STATUS	FROM	TO
SB	Expired	Apr 1, 2010	Apr 30, 2011
SB	Expired	Apr 28, 2009	Apr 29, 2010
SB	Expired	May 21, 2008	Apr 28, 2009
SB	Expired	Jul 28, 2006	Jun 30, 2008
SB	Expired	Aug 26, 2005	Jul 31, 2006
SB	Denied	Jul 31, 2005	Jul 31, 2005
SB	Denied	Mar 31, 2005	Mar 31, 2005

570 576

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:
293727 A, B, C12 3-31-13
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? **NO**

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? **NO**

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? **NO**

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? **NO**

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

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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? **NO**

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? **NO**

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? **NO**

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? **NO**

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

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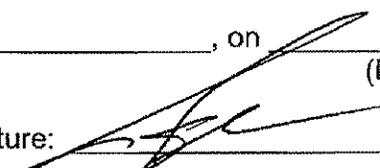
RESOLUTION NO.: 2007-574

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 West Sacramento, CA, on 6-8-11.
(Location) (Date)

Signature: 

Print name: Alan S. Berger

Title: Vice 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 directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

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

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

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Valley Slurry Seal Company
Name of Contractor
3785 Channel Dr. West Sacramento CA 95691
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.

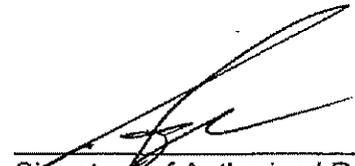
6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties 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.



Signature of Authorized Representative

08-11

Date

Alan S. Berger

Print Name

Vice President

Title

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



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

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

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

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

The included employee benefits are:

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

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

You May . . .

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

City of Sacramento
Contract Services Unit
915 I St, 2nd Floor
Sacramento, CA 95814-2714
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



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

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

The included employee benefits are:

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

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

You May . . .

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

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:
 - o For contracts valued \$250k and less – the lesser of 10% or \$25k
 - o For contracts valued between \$250k and \$1m – the lesser of 10% or \$100k
 - o For contracts valued between \$1m and 10m – the lesser of 8% or \$100k
 - o 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:

California
State Where Bidder is Headquartered

6/23/10

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 3/10)

This form must be completed and submitted to the Department of Resources Recycling and Recovery (CalRecycle) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

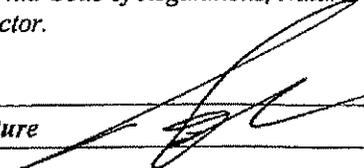
This form is intended to help the CalRecycle's Grantees comply with the Unreliable List requirement of their Terms and Conditions.

The Unreliable List provision requires the following:

Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to CalRecycle a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page, or refer to www.calregs.com

Please return the completed form(s) to:

Department of Resources Recycling and Recovery
 Name of your Grant Program
 Attn: Name of your Grant Manager
 P.O. Box 4025
 Sacramento, CA 95812-4025

GRANTEE INFORMATION	
GRANTEE NAME: City of Sacramento	GRANT NUMBER:
PRIMARY CONTACT NAME: Greg Smith	
CONTRACTOR INFORMATION	
CONTRACTOR NAME: Valley Slurry Seal Company	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME: Alan S. Berger - Vice President	
MAILING ADDRESS: PO box 981330 West Sacramento, CA 95798	
As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.	
Signature 	Alan S Berger Vice President Date 6-8-11

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 3/10)

Title 14 CCR, Division 7, Chapter 1**Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees****Section 17050. Grounds for Placement on Unreliable List**

The following are grounds for a finding that a contractor, any subcontractor that provides services for a CalRecycle agreement, grantee or borrower is unreliable and should be placed on the CalRecycle Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to CalRecycle due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et seq; or
- (c) Default on a CalRecycle loan, as evidenced by written notice from CalRecycle staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by CalRecycle; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the CalRecycle contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous CalRecycle contract, any subcontract for a CalRecycle agreement, grant, or loan, resulting in termination of the CalRecycle contract, subcontract, grant or loan by the CalRecycle or prime contractor; or
- (g) Placement on the CalRecycle's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any CalRecycle contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by CalRecycle to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
 - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (3) The entity includes a Principal Manager who:
 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (4) The entity has a person who owns 20% or more of the entity, if that person:
 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
 1. Is on the Unreliable List; or,
 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

Grantee Name: City of Sacramento
 Grant Number:

STATE OF CALIFORNIA
 Department of Resources Recycling and Recovery (CalRecycle)
 CalRecycle 74G-RAC (Revised 02/10 for Waste Tire RAC Grant Programs)

Crumb Rubber Modifier (CRM) Certification

The CRM Certification form must be submitted with the payment request form(s). By signing this form, the signator certifies, under penalty of perjury, that the information provided below by the rubberized asphalt concrete (RAC) manufacturer, binder supplier, or contractor is true and accurate.

Procedure

1. Grantee: Request completion of this form by each Binder Supplier or Contractor/RAC Manufacturer. Review form for completeness and submit form to CalRecycle with payment request form(s). Retain supporting documentation that 100% California waste tires were used for this grant project.
2. Binder Supplier, Contractor/RAC Manufacturer: Complete and submit form to Grantee.

RAC MANUFACTURER / BINDER SUPPLIER NAME: PARAMOUNT PETROLEUM EMAIL: MMITCHELL@PPCLA.COM
 CONTACT NAME: MARC MITCHELL PHONE: (916) 539-0100 FAX: (916) 685-8701
 ADDRESS: 10090 WATERMAN RD. ELK GROVE, CA. WEBSITE:

Product Description	Manufacturer Name	Quantity (lbs)	Passenger Tire Equivalent (PTE) (divided)	Passenger Tire Equivalent (PTE)	Number of PTE's Diverted	Postconsumer Material (Percent)	Secondary Material (Percent)	Total (Percent)
Crumb Rubber or Crumb Rubber Modifier	EXAMPLE	25,000	/	12 lbs/tire	= 2,083	100%	0%	100%
CRM RUBBER	CRM		/		=	%	%	100%
MODIFIER	KRAYTON		/		=	%	%	100%
Total:								

Public Contract Code (PCC) section 12205: State Agencies shall require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact, percentages of post-consumer and secondary material in the materials, goods, or supplies provided or used.

I certify, under penalty of perjury under the laws of the State of California, that the material provided to the above-named Grantee is manufactured from 100% California waste tire rubber. I understand that if an audit discloses the use of non-California waste tire rubber, the Department of Resources Recycling and Recovery may require the Grantee to return grant funds up to the amount of the grant award, and that the Grantee may seek reimbursement from the above-named binder supplier or contractor/hot mix manufacturer for the tire rubber material costs.

Signature of Authorized Signer for Binder Supplier, Contractor/RAC Manufacturer or Grantee: Marc G. Mitchell Title: MARKTING MGR
 Print Name: MARC MITCHELL Date: 6/8/11

N/A

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.

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification July 12, 2011, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Valley Slurry Seal Company, 3785 Channel Drive , West Sacramento CA 95691

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:

2011 Seal Coat Project

(PN: R15112020)

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-FIVE (45) 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.

Portion of the Work

Milestone Date

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-erections, 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 0-24-11

BY [Signature]

Print Name Alan S. Berger
Title Vice President

BY [Signature]

Print Name DIANE M. MINOR
Title SECRETARY

Federal ID# 94-2270700

State ID# 234-5154

State ID# 72399

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: Interim City Manager

Original Approved As To Form:

[Signature]
City Attorney



City Clerk

ACKNOWLEDGMENT

State of California
County of Yolo)

On June 24, 2011 before me, Jamie Davis-Holtz, Notary Public
(insert name and title of the officer)

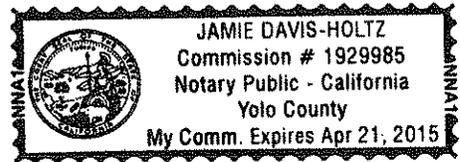
personally appeared Alan S. Berger
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

State of California
County of Yolo)

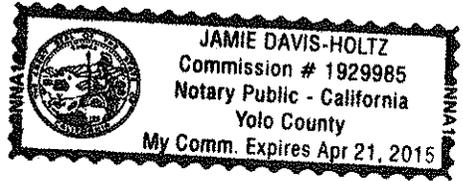
On June 24, 2011 before me, Jamie Davis-Holtz, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Transportation
Page 1 of 1

Bond No.: 92953 0711
Premium: \$3,667.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to Valley Slurry Seal Company, 3785 Channel Drive, West Sacramento CA 95691 as principal, hereinafter called Contractor, a contract for construction of:

**2011 SEAL COAT PROJECT
(PN: R15112020)**

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):*

Western Surety Company, 2210 Plaza Dr., #150, Rocklin, CA 95765

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:

ONE MILLION TWO HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED FIFTY SIX

DOLLARS (\$1,222,456.00), 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 23rd, 2011.

Valley Slurry Seal Company
(Contractor) (Seal)

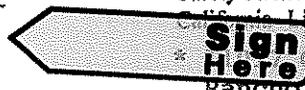
Western Surety Company
(Surety) (Seal)

By _____
Title Alan S. Berger
Vice President

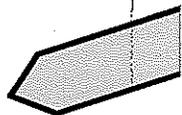
By _____
Title Rosalie A. Miszkiel, Attorney-in-Fact
Agent Name and Address _____

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

Wells Fargo Insurance Services USA, Inc.*
Agent Phone # 916-231-1747
Surety Phone # 877-589-6952
Contract License # 0D8408



Wobblersock Drive, #100
Rancho Cordova, CA 95670-6049



ACKNOWLEDGMENT

State of California
County of Yolo)

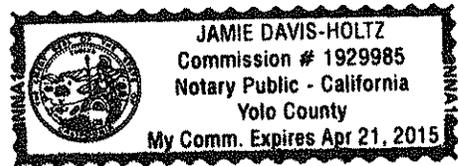
On June 24, 2011 before me, Jamie Davis-Holtz, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

State of California
County of Sacramento)

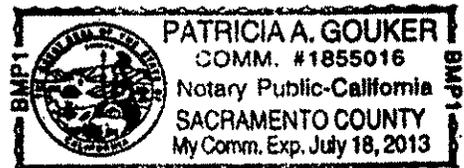
On June 23, 2011 before me, Patricia A. Gouker, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Rosalie A Miszkiel, P A Gouker, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 14th day of April, 2011.



WESTERN SURETY COMPANY

Paul T. Bruflat

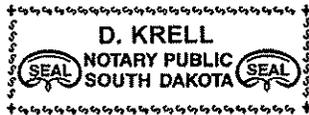
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of April, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of June, 2011.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

CITY OF SACRAMENTO
PAYMENT BOND
Department of Transportation
Page 1 of 1

Bond No.: 92953 0711
Premium: Included In
Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Valley Slurry Seal Company, 3785 Channel Drive, West Sacramento CA 95691 hereinafter called Contractor, a contract for construction of:

2011 SEAL COAT PROJECT
(PN: R15112020)

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*):

Western Surety Company, 2210 Plaza Dr., #150, Rocklin, CA 95765, 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 ONE MILLION TWO HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED FIFTY SIX DOLLARS (\$1,222,456.00), 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 23rd, 20 11.

Valley Slurry Seal Company
(Contractor) (Seal)

By _____
Title Alan S. Berger

Vice President
ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

Western Surety Company
(Surety) (Seal)

By _____
Name and Address Shalie A. Miszkiel, Attorney-in-Fact

Wells Fargo Insurance Services USA, Inc. *
Agent Phone # 916-231-1747
Surety Phone # 877-589-6952
California License # 0D8408

* 11017 Cobblersrock Drive, #100
Rancho Cordova, CA 95670-6049

ACKNOWLEDGMENT

State of California
County of Yolo)

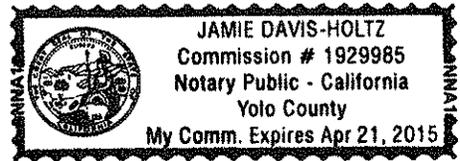
On June 24, 2011 before me, Jamie Davis-Holtz, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

State of California
County of Sacramento)

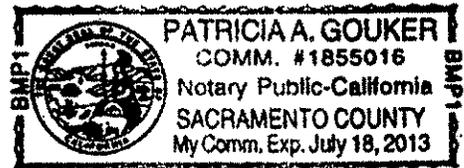
On June 23, 2011 before me, Patricia A. Gouker, Notary Public
(insert name and title of the officer)

personally appeared Rosalie A. Miszkiel,
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] (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Rosalie A Miszkiel, P A Gouker, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 14th day of April, 2011.



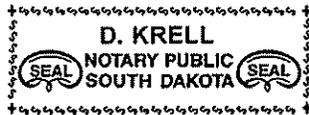
WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of April, 2011, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of June, 2011.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Company Profile

WESTERN SURETY COMPANY

P.O. BOX 5077
SIOUX FALLS, SD 57117-5077

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR
LOS ANGELES, CA 90017 JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST
SEVENTH ST LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	13188
NAIC Group #:	0218
California Company ID #:	0761-7
Date authorized in California:	July 29, 1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

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](#).

LIABILITY
SURETY

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
2011 SEAL COAT PROJECT**

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.

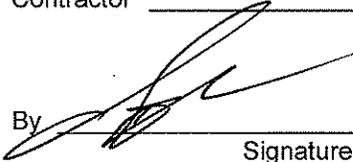
To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

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: 6-27-11

Contractor Valley Slurry Seal Company

By  Alan S. Berger
Signature Vice President

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

- How will C&D debris will be stored on the project site: _____ Mixed C&D _____ Source-Separated
- Company to haul away debris: _____
- 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*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
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

Recovery Stations & Landfills

Elder Creek Recovery & Transfer Station	(916) 387-8425
Kiefer Landfill	(916) 875-5555
L & D Landfill	(916) 383-9420
North Area Recovery Station	(916) 875-5555
Sacramento Recycling & Transfer Station	(916) 379-0500
Waste Management Recycle America	(916) 452-0142

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
Sacramento, CA 95814

PAY REQUEST APPLICATION

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

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

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

V3 - 03/29/2011

PROJECT NAME: 2011 Seal Coat Project
 CITY PROJECT NUMBER: R15112020
 CONTRACTOR: (As per City Agreement) _____
 REMITTANCE ADDRESS: _____
 PHONE NUMBER: () _____
 INVOICE NUMBER: _____

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	SLURRY SEAL (TYPE II) TO PLACE	34,240	SY										
2	MICROSURFACING (TYPE II) TO PLACE	71,177	SY										
3	MODIFIED ASPHALT BINDER CAPE SEAL TO PLACE	255,433	SY										
4	BIKE TRAIL SEAL COAT TO PLACE	14,137	SY										
5	BIKE TRAIL CRACK SEAL TO PLACE	20,000	LF										
6	BIKE TRAIL BASE REPAIR	200	SF										
7	TRAFFIC STRIPE (4" & 6") TO REMOVE	40,843	LF										
8	TRAFFIC STRIPE (8") TO REMOVE	2,020	LF										
9	TRAFFIC STRIPE (12") TO REMOVE	8,485	LF										
10	PAVEMENT MARKINGS TO REMOVE	3,477	SF										
11	RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	2,344	EA										
12	THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE	43,409	LF										
13	THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE	10,961	LF										
14	THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE	2,064	LF										
15	THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE	8,501	LF										
16	THERMOPLASTIC PAVEMENT MARKING TO PLACE	4,200	SF										
17	PAINTED TRAFFIC STRIPE (4") TO PLACE	5,786	LF										
18	PAINTED TRAFFIC STRIPE (6") TO PLACE	6,060	LF										
19	PAINTED PAVEMENT MARKINGS TO PLACE	36	SF										
20	PAVEMENT GRINDING AT CURB RAMPS	43	EA										
21	MAINTENANCE HOLE TO RAISE	20	EA										
22	WATER VALVE BOX TO RAISE	20	EA										
23	SIGNS TO PLACE (POST REQUIRED)	40	EA										
24	SIGNS TO PLACE (POST NOT REQUIRED)	80	EA										
		Original Contract Total:											
Change Order #1 - See change order summary sheet for details													

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
	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 Withheld From Previous Pay Request		This Retention (current work) (10%)		Retention Withheld to Date		
	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)

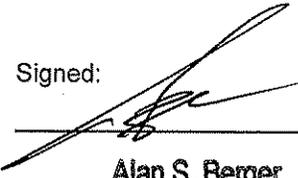
 Contractor Entered Data
 PM Entered Data

GUARANTEE

We hereby guarantee the 2011 SEAL COAT PROJECT (PN: R15112020) 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: 6-27-11

Signed: 

Alan S. Berger
Vice President
Printed Name

Valley Slurry Seal Company
Company

3785 Channel Dr.
Address

WEST SACRAMENTO, CA 95691



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JV

DATE (MM/DD/YYYY)

06/22/11

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 FLOW. 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 Andreini & Company-San Mateo License 0208825 220 West 20th Ave San Mateo, CA 94403 Mike Brunn	650-573-1111	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BASIC-1
	650-378-4361	INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins Co PA INSURER B : AM Best Rating: A, XV INSURER C : Travelers Property Casualty INSURER D : AM Best Rating: A, XV INSURER E : Starr Indemnity & Liability Co INSURER F : AM Best Rating: A, X
INSURED Valley Slurry Seal Company 3785 Channel Drive West Sacramento, CA 95691		NAIC # 19445 36161 38318

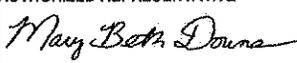
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 LWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deduc \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	GL4870830	03/01/11	03/01/12	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <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 <input checked="" type="checkbox"/> Deduc \$1,000,000	X	CA8263794	03/01/11	03/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		SISCCCL00006511	03/01/11	03/01/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	CALIFORNIA - SELF INSUR NV & NM - WC020635293	03/01/11	03/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equi		QT6607444L337TIL11	03/01/11	03/01/12	Bikt Limi 750,000
C	Course of Construc		QT6607444L337TIL11	03/01/11	03/01/12	Limit 1,000,000

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

Re: VSS Job# 11-049; Job Name: 2011 Seal Coast Project (PN: R15112020).
 City of Sacramento its employees, officers and agents are included as additional insured for General Liability per Endt #001 & #002 and for Auto Liability per endorsement CA20480299.

CERTIFICATE HOLDER SACSAC2 City of Sacramento 915 I Street, Room 2000 Sacramento, CA 95814	CANCELLATION 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 
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ENDORSEMENT #001

This endorsement, effective 12:01 A.M. 03/01/2011 forms a part of

Policy No. GL4870830 issued to: Valley Slurry Seal Company

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

WHERE REQUIRED BY AN "INSURED CONTRACT"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Mary Beth Owen
Authorized Representative

ENDORSEMENT #002

This endorsement, effective 12:01 A.M. 03/01/2011 forms a part of

Policy No. GL4870830 issued to: Valley Slurry Seal Company

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
WHERE REQUIRED BY AN "INSURED CONTRACT"
Location And Description of Completed Operations:
WHERE REQUIRED BY AN "INSURED CONTRACT"
Additional Premium: INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



Authorized Representative

POLICY NUMBER: CA8263794

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03/01/2011	Countersigned By:
Named Insured: Valley Slurry Seal Company	 (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): WHERE REQUIRED BY "INSURED CONTRACT"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

**DEPARTMENT OF INDUSTRIAL RELATIONS
SELF-INSURANCE PLANS**

2265 Watt Avenue, Suite 1
Sacramento, CA 95825
Phone No. (916) 574-0300
FAX (916) 483-1535



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 2106-C was issued by the Director of Industrial Relations to:

Valley Slurry Seal Company

under the provisions of Section 3700, Labor Code of California with an effective date of **August 1, 1988**. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 23rd of August 2010

A handwritten signature in cursive script that reads "James A. Ware".

James A. Ware, Chief

CC: Racine Martin
Director of Human Resources
Basic Resources Inc.
928 12th St. Ste 700
Modesto, CA 95353

ORIG: Jamie Davis-Holtz
Contract Administrator
Valley Slurry Seal Company
3785 Channel Dr.
West Sacramento, Ca 95691

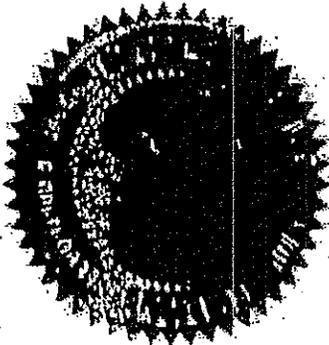
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR.

NUMBER 2106-C

CERTIFICATE OF CONSENT TO SELF-INSURE

VALLEY SLURRY SEAL COMPANY (a California corporation)
THIS IS TO CERTIFY, That Subsidiary of Basic Resources, Inc. - Certificate No. 2106
has complied with the requirements of the Director of Industrial Relations under the provisions of
Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this
Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF AUGUST 19 88

Mark B. Ashcraft
MARK B. ASHCRAFT

MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

R. T. Rinaldi

R. T. RINALDI

DIRECTOR

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

Issued 8/17/88



VALLEY SLURRY SEAL SELF-INSURANCE
COVERAGE AND ADMINISTRATION OF WC BENEFITS PLAN
CERTIFICATE NUMBER 2106 - C
ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS CALIFORNIA
(ATTACHED HERETO)

SELF INSURED CORPORATION:
VALLEY SLURRY SEAL
P. O. BOX 981330
WEST SACRAMENTO, CA 95788

THIRD PARTY ADMINISTRATOR:
PEGASUS

MASTER CERTIFICATE HOLDER:
BASIC RESOURCES, INC.
928 12TH STREET, SUITE 700
MODESTO, CA 95354

SECONDARY OVERFLOW INSURANCE:

PREVAILING CALIFORNIA LABOR CODE

3700. Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by 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 either as an individual employer, or as one employer in a group of employers, 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 or her employees.

3700.1. As used in this article:

- (a) "Director" means the Director of Industrial Relations.
- (b) "Private self-insurer" means a private employer which has secured the payment of compensation pursuant to Section 3701.
- (c) "Insolvent self-insurer" means a private self-insurer who has failed to pay compensation and whose security deposit has been called by the director pursuant to Section 3701.b.
- (d) "Fund" means the Self Insurers' Security Fund established pursuant to Section 3742.
- (e) "Trustees" means the Board of Trustees of the Self-Insurers' Security Fund.
- (f) "Member" means a private self-insurer which participates in the Self-Insurers' Security Fund.
- (g) "Incurred liabilities for the payment of compensation" means the sum of an estimate of future compensation, as compensation is defined by Section 3207, plus an estimate of the amount necessary to provide for the administration of claims, including legal costs, administrative and legal costs relating to or arising from the employer's self-insuring.

3701. (a) Each year every private self-insuring employer shall secure incurred liabilities for the payment of compensation and the performance of the obligations of employers imposed under this chapter by renewing the prior year's security deposit or by making a new deposit of security. If a new deposit is made, it shall be posted within 60 days of the filing of the self-insured employer's annual report with the director, but in no event later than May 1.

(b) The minimum deposit shall be 125 percent of the private self-insurer's estimated future liability for compensation to secure payment of compensation plus 10 percent of the private self-insurer's estimated future liability for compensation to secure payment of all administrative and legal costs relating to or arising from the employer's self-insuring.

3701.5. (a) If the director determines that a private self-insured employer has failed to pay workers' compensation as required by this division, the security deposit shall be utilized to administer and pay the employer's compensation obligations.

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) Valley Slurry Seal Company	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 3785 Channel Drive	Requester's name and address (optional)
City, state, and ZIP code West Sacramento, CA 95691	
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 the "Name" line 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								

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

Employer identification number								
9	4	-	2	2	7	0	6	7

Part II Certification

Under penalties of perjury, I certify that:

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

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 ▶ 6-24-11
------------------	----------------------------	-----------------------

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

Withholding Exemption Certificate

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 Valley Slurry Seal Company		Payee's <input type="checkbox"/> SOS file no. <input checked="" type="checkbox"/> SSN or ITIN <input checked="" type="checkbox"/> CA corp. no. <input type="checkbox"/> FEIN	
Address (number and street, PO Box, or PMB no.) 3785 Channel Drive		C 0 7 4 1 2 5 5	
City West Sacramento		State C A	ZIP Code 9 5 6 9 1

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) AMIE DAVIS HOLTZ Contract Daytime telephone no. 916-373-1500

Payee's signature  Date 6-24-11

SPECIAL PROVISIONS

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(PN: R15112020)

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**SPECIAL PROVISIONS
FOR
2011 SEAL COAT PROJECT
(PN: R15112020)**

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of resurfacing various residential, collector, and arterial streets (see APPENDIX A) within the City of Sacramento. This work shall consist of mixing asphaltic emulsion, aggregate, set-control additives, water, and spreading the mixture on properly prepared surfacing and any other work involved in constructing or placing material. This work shall also include the preparation and resurfacing of bike trails, removal and placement of traffic striping and markings, grinding pavement at curb ramps to meet ADA requirements, raising maintenance holes and water valve boxes to meet new grades of roadway, and the placement of new traffic signs and raised pavement markers.

1.2 COMPLETION TIME

The time limit for the completion of all items of work is Forty-Five (45) 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-Five (45) 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.

The Contractor shall have a maximum of two resurfacing operations working concurrently unless approved by the Engineer. A resurfacing operation is defined in this contract as a working crew placing slurry seal, microsurfacing, or a modified asphalt binder cape seal.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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:
 - 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.
 - Regional Transit (RT)
At least seven (7) working days prior to working on streets used as bus routes, the Contractor shall notify the Regional Transit (RT), Customer Service Center Phone: 321 2876 or 321-2817 (Fax: 444-0502), to inform of any traffic restrictions that may be in effect and bus stops that may be temporarily out of service.
 - US Postal Service
Contractor shall notify the US Postal Service at 1-800-275-877 a minimum of five (5) working days prior to beginning work at each location.
2. A minimum of seven (7) calendar days prior to commencing work, the Contractor shall coordinate operations with the following City Divisions:
 - City Solid Waste Division, Enrique Hernandez (phone 808-4841) and Ray Escobar (808-4834) for garbage pick-up coordination. Fax number is 433-4944
 - The City Parking Division, Cindy Nabors (phone 808-8595, Fax 808-7501)
 - Street Division, Street Cleaning Section General Supervisor (808-6333).
 - 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.

School Coordination

The Contractor shall coordinate with the following schools principals a minimum of seven (7) working days prior to construction operations to determine the most appropriate time and day to resurface the streets surrounding the schools:

Rio Tierra Fundamental Jr. High School 3201 Northstead Drive (Map #6)	Hazel Strauch Elementary School 3141 Northstead Drive (Map #6)
Alethea B. Smythe Elementary School 2781 Northgate Boulevard (Map # 6)	Bell Avenue Elementary School 1900 Bell Avenue (Map #1)
Collis P. Huntington Elementary School 5921 26th Street (Map #8)	

The Contractor shall advise the Engineer of the coordination provisions established with the above schools, and shall incorporate all coordination requirements into the project schedule.

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.

1.10 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.

The Contractor shall be required to provide and submit to the Engineer a weekly schedule of striping and sealing work for each week by 4:00 P.M. Monday the week before planned work.

1.11 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.

Contractor shall be responsible for any trimming of trees necessary for the project. Contractor shall secure a tree-trimming permit from the City's Tree Services Division (phone 433-6345) prior to trimming of trees. No extra payment will be made to Contractor for necessary tree trimming.

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.

1.12 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 possible to abutting property owners.

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. This plan shall be submitted a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to begin work until the Engineer has approved the plan. Following is a minimal list of streets that will require traffic control plans:

Bell Avenue (Map No. 1)	Blumenfeld Drive (Map No. 2)
Fee Drive (Map No. 2)	Joellis Way (Map No. 2)
Tribute Road (Map No. 2)	South Land Park Drive (Map No. 3)
13 th Street (Map No. 4)	12 th Avenue (Map No. 5)
47 th Avenue (Map No. 9)	H Street (Map No. 11)
F Street (Map No. 13)	Honor Parkway (Map No. 14)
Jerry Litell Way (Map No. 14)	

The Contractor shall schedule resurfacing such that access to an area is maintained and that residents will be within 1,000 feet of an open street with a route out of the area being resurfaced.

However, the Engineer has the right to modify the above criteria to accommodate the residents' needs.

No street or lane shall be closed prior to 8:30 A.M. and all streets and lanes shall be open to traffic by 4:00 P.M. for all resurfacing operations. The Contractor shall stop the resurfacing operation by 2:00 P.M. to allow for curing time, so that the street can be open to traffic by 4:00 P.M. unless otherwise approved by the Engineer. However, the Engineer has the right to stop a resurfacing operation even prior to 2:00 P.M. if he/she deems necessary. The Contractor shall pay an administrative penalty of \$500 per each street that is not open to all existing lanes of traffic by 4:00 P.M.

For the streets in Exhibit "A" the Contractor shall place Type II barricades with "Road Closed - Fresh Oil" signs at the ends of each street in the process of being slurry sealed. The signs shall remain in place until the mixture has cured sufficiently so that the material will not adhere to the tires of vehicles.

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.

The Contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles and pedestrians at least one week in advance of resurfacing for each major street and any other as determined by the Engineer. The traffic control plan shall include any temporary traffic signal modifications and advance warning signs. Two-way traffic must be maintained for all major streets at all times, unless otherwise approved by the Engineer. All streets shall have a minimum of one (1) ten (10) foot wide lane open to traffic in each direction at all times. If the Contractor cannot maintain two lanes of traffic, the Contractor may reduce flow to one twelve feet (12') lane with flag persons and delineation in accordance with the MUTCD. The Contractor shall provide the Engineer with one week of advanced notice for any special closure or detour considerations, which should be included in the required traffic control plan. See Section 1.19 for further traffic control restrictions.

All businesses shall have access to their driveways at all times. The Contractor shall not be allowed to close the entire width of streets, and shall sand driveways as necessary during resurfacing operations. Wash sand shall be used for sanding and shall be mechanically and evenly spread or broadcast. **Sand shall be black in color.**

The Contractor's traffic control plan shall provide for the following:

1. The name and business address of the Contractor included on the plan.
2. A diagram showing the location of the proposed work area.
3. A diagram showing the location of areas where the public right-of-way will be closed or obstructed.
4. A diagram showing the placement of traffic control devices necessary to perform the work.

5. The proposed phases of traffic control.
6. The time period when the traffic control will be in effect.
7. The time periods when work will prohibit access to private property from a public right-of-way.
8. A statement that the applicant will comply with the City's noise ordinance during performance of all work.
9. A statement that the applicant understands that the plan may be modified by the Engineer at any time in order to eliminate or avoid traffic conditions that are hazardous to the safety of the public.

Implementation of Traffic Control Plan

1. Except when performing emergency repairs, no person shall perform any work that will obstruct vehicular or pedestrian traffic on a City street unless a traffic control plan has been approved by the Director.
2. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work.
3. When implementing traffic control measures, the contractor must have the traffic control plan available at the site for inspection by the Engineer.

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.

1.13 PUBLIC NOTIFICATION

The Contractor shall be required to notify residents/businesses adjacent to the work three (3) calendar days in advance of resurfacing work (except that for Monday work, residents shall be notified on the prior Thursday) with a City supplied door hanger. The Contractor will be responsible for inserting the date on which a street will be sealed. Any changes in the Contractor's schedule shall require that re-notification take place at the Contractor's expense. At the preconstruction meeting the Contractor shall be given 8,000 door hangers for the resurfacing operation. It is the Contractor's responsibility to obtain, at his expense, additional door hangers.

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

The Contractor shall not be allowed to begin work until the residents/businesses within the work area have been notified. The Contractor shall submit the street names, the time, and the date the notices were placed to the Engineer prior to commencing work. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by residents/businesses to answer their concerns.

For the chip seal operation, streets can be posted for "no parking" from 8:30am to 5:00pm on the day of the chip seal and the day following.

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.

1.14 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.

All substitutions are subject to the approval of the Engineer.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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).

1.20 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.

1.21 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.

1.22 STORAGE OF MATERIALS AND EQUIPMENT

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

The Contractor shall obtain written permission prior to storing material and equipment on private property. A copy of the written permission shall be given to the Engineer prior to start of any work. Upon completion of use of private property, for storage of material and equipment, the Contractor shall provide to the Engineer a notice signed by the property owner that the site has been cleaned to his/her satisfaction. The Engineer may stop all work until the Contractor submits a copy of the written permission to the Engineer.

The Contractor shall be responsible for the control of dust and warning signs within the limits of his staging area at all times. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust. The Contractor shall not start any work prior to 8:30 AM unless otherwise approved by the Engineer.

The Contractor shall submit "Storage of Materials and Equipment Plan" for approval by the Engineer prior to commencing work. The plan shall include location, entry date and exit date at material stockpile locations, and a site maintenance plan. Additionally, the plan shall be developed to minimize impacts to driveways, residents and the general public during work and non-work hours.

If the Contractor fails to comply with the approved "Storage of Material and Equipment Plan", the Contractor shall pay liquidated damages of \$1,000 per infraction.

1.23 WEEKEND WORK

Weekend work shall be completed between the hours of 7 A.M. and 7 P.M. unless otherwise approved by the Engineer. The Contractor shall provide the Engineer with one week of advanced notice for weekend work. The following streets shall be resurfaced during weekends:

- Blumenfeld Drive, Fee Drive, Joellis Way, and Tribute Road (Map No. 2)
- 12th Avenue (Map No. 5)

The Contractor has the option of performing additional weekend work in commercial areas or around schools, which are closed on Saturdays and Sundays at no extra cost to the City, and if approved by the Engineer.

The Contractor will not be required to compensate the City for costs associated with construction inspection during approved weekend work.

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

1.24 REMOVAL OF ON-STREET PARKING

In Metered Parking Areas:

Seventy-two (72) hours prior to construction, the Contractor shall place signs adjacent to every third parking stall stating, "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block". Contractor shall also contact the City Parking Division prior to placing barricades.

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

The Contractor shall request the City Parking Division to cover each parking meter, prior to construction, with a "NO PARKING" sign and the signs previously placed adjacent to every third stall shall be mounted on a barricade and moved into the parking stall at the Contractors expense.

If the Contractor needs less than the entire block, every stall removed shall be barricaded in conjunction with the covering of parking meters.

Where parking removal is necessary, at metered parking stalls, the Contractor shall coordinate with the City Parking Division three (3) days in advance and shall be responsible for the payment of parking removal fees (City Code Section 25.122-1). It is recommended that the Contractor

consult with the City Parking Division (phone 808 5874) prior to submission of his bid to obtain an estimate of the fees for this project. Note: Typical fees are \$29 to bag the first meter and \$5 each additional meter. Daily meter fees are typically \$2.25 each day Monday through Saturday.

In Non-Metered Parking Areas:

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.

1.25 TEMPORARY PAVEMENT MARKERS

Temporary pavement markers shall be furnished and placed, maintained, and later removed as specified in these Special Provisions and as directed by the Engineer.

The following markers are approved for use on City of Sacramento street resurfacing projects:

- Temporary Overlay marker (Types Y and W) manufactured by Davidson Plastics Company, 18726 East Valley Highway, Kent, Washington 98032, phone (206) 251-8140.
- Safe-Hit Temporary Pavement Marker manufactured by Safe-Hit Corporation, 1930 West Winton Avenue, Building #11, Hayward, CA 95545, phone (415) 783-6550.
- Swareflex Pavement Marker (Models 3553, 3554, Cat Eyes Nos. 3002 and 3004), manufactured by Swareco and distributed by Servtech Plastics Inc., 1711 South California Street, Monrovia, CA 91016, phone (818) 359-9248.

- Stimsonite Construction Zone Marker (Model 66) manufactured by Amerace Corporation, Signal Products Division, 7542 North Natchez Avenue, Niles, IL 60648, phone (312) 647-7717.
- Flex-O-Lite Raised Construction Marker (RCM) manufactured by Flex-O-Lite, Lukens Company, P.O. Box 4366, St. Louis, MO 63123 0166, phone (800) 325-9525.
- 3M Scotch-Lane A200 Pavement Marking System (reflective raised pavement marker on reflective traffic line tape), manufactured by 3M Company, Highway Safety Products, 1010 Hurley Way, Suite 300, Sacramento, CA 95825, phone (916) 924-9605.
- MV Plastics Chip Seal Marker (1280/1281 Series with Reflexite Polycarbonate, PC 1000, reflector unit), manufactured by MV Plastics, Inc., 533 W. Collines Avenue, Orange, CA 92667, phone (714) 532-1522.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions. Temporary reflective raised pavement markers shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used.

Temporary pavement markers shall be placed immediately after or just before resurfacing operations on all existing striped streets that are open to public traffic prior to final striping. For all stop lines, limit lines, undulations and crosswalks, markers shall be placed every 3 feet along the width of the roadway. For all lane line delineation, including centerline, lane lines and bike and parking lanes on a street where the speed limit is 40 MPH or more, temporary pavement markers shall be placed a maximum of 48 feet apart. Where speeds are less than 40 MPH, markers shall be placed a maximum of 24 feet apart. The Contractor shall be responsible for maintaining the temporary pavement markers until final striping is in place. Temporary pavement markers that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his/her expense.

Barricades shall be placed at each end of each undulation or speed hump facing traffic with an advance speed hump warning sign until final striping is placed.

When no longer required for the work as determined by the Engineer, temporary pavement markers shall be removed in accordance with the provisions in Section 15-2, "Miscellaneous Highway Facilities," of the State Standard Specifications, except as otherwise provided herein. All temporary pavement markings shall be removed by the Contractor responsible for placing the permanent markings before leaving the site.

Standard paint will not be allowed to provide temporary striping and markings. Chalk paint may be used in some instances if approved by the Engineer. If chalk paint is approved, the Contractor will make every effort to place chalk in locations where the permanent striping and markings will be placed.

Payment shall include full compensation for furnishing, placing, maintaining, removing, and disposing of temporary pavement markers and shall be considered as included in the prices paid for the various contract items. No additional compensation will be allowed therefore.

1.26 CLEANING UP

The Contractor shall not allow the site of the work to become littered with trash, debris, garbage or waste material, but shall maintain the site in a neat, orderly and healthful condition until completion and acceptance of the work. The Contractor shall clean the work site and all ground occupied by him in connection with the work of all rubbish, excess materials, falsework, temporary structures, construction markings (by the Contractor or for his benefit) and equipment immediately upon completion of each operation of the work. All parts of the work shall be left in a neat and presentable condition. If the Contractor fails to comply with Section 1.17 of these Specifications, the Contractor shall pay an administrative penalty of \$1,000 per infraction. Full compensation for cleaning up is included in the price paid for the various Contract items of work and no separate or additional payment shall be made for cleaning up.

The City shall remove and dispose of any garden refuse piles placed in the street.

1.27 AIR QUALITY CONTROL

The Contractor shall be required to comply with all applicable state, federal and local environmental rules and regulations for all work performed within this contract.

Special attention shall be given to the Health and Safety Code Sections 41700 (Nuisance) and 41701 (Visible Emissions) during the application of the modified asphalt binder cape seal.

The City is recommending that the Contractor contact the Sacramento Metropolitan Air Quality Management District (AQMD) at least (5) days prior to the beginning of any modified asphalt binder cape seal operation. This will allow the AQMD time to work with the operator to ensure compliance with rules and regulations. The contact person for the Sacramento Metropolitan AQMD is Patrick Tedeschi at (916) 874-4864.

1.28 RUBBERIZED CHIP SEAL GRANT

This project is funded in part by a grant obtained through the California Department of Resources Recycling and Recovery (CalRecycle). The grant purpose is to promote markets for recycled-content surfacing products derived from waste tires generated in California and decrease the adverse environmental impacts created by unlawful disposal and stockpiling of waste tires.

The City of Sacramento "Grantee" is required by the grant to provide the Contractor/Subcontractors with the "Terms and Conditions" and "Procedures and Requirements" of the grant agreement. These documents can be found in Appendix B of these Specifications and should be read by the Contractor/Subcontractors prior to submitting the bid proposal.

The Contractor/Subcontractors shall complete the “Reliable Contractor Declaration” form found in Appendix B of these Specifications. By signing, the Contractor/Subcontractors declare under penalty of perjury that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the Contractor/Subcontractors. The completed form is required to be submitted as part of the bid proposal. Failure to do so will result in the bid being declared not responsive.

The Contractor/Subcontractors shall complete the “Crumb Rubber Modifier (CRM) Certification” form found in Appendix B of these Specifications. By signing, the Contractor/Subcontractors declare under penalty of perjury that the material provided is manufactured from 100% California waste tire rubber. The completed form shall be submitted with the pay request when requesting payment for bid item(s) incorporating CRM.

One hundred percent (100%) California waste tires shall be used in the rubber portion of the modified asphalt binder found in Bid Item No. 3 “Modified Asphalt Binder Cape Seal to Place”.

The modified asphalt binder found in Bid Item No. 3 “Modified Asphalt Binder Cape Seal to Place” shall contain a minimum of 300 pounds (equivalent to 15% by weight) of tire-derived crumb rubber per ton of binder

1.29 SPECIAL CONSTRUCTION CONSIDERATIONS

Following is a list of streets scheduled in this contract to occur at or near a roadway segment that will be receiving an overlay during the same time period of this contract. The Contractor will be required to coordinate the resurfacing of these streets with the City Overlay Contractor to minimize damage of the newly resurfaced roadways. The objective is to schedule the resurfacing of the following streets in this contract after the associated overlay:

- Bell Avenue bounded by Straus Drive and Parker Avenue (Map No. 1) – Bell Avenue bounded by Raley Boulevard and Straus Drive is the roadway segment receiving the overlay resurfacing treatment.

Bell Avenue bounded by Village Green Drive and Pinell Street is a roadway segment with planned frontage improvements. The Contractor shall coordinate their work in this roadway segment with the City’s frontage improvements Contractor to schedule the resurfacing of Bell Avenue.

Portions of the following streets are within or adjacent to the State Highway right-of-way:

- 12th Avenue (Map No. 5)
- Tribute Road (Map No.2)

The City is obtaining encroachment permits for this work from Caltrans. The Contractor shall conform to all applicable provisions of the encroachment permit, which includes obtaining a separate encroachment permit to perform construction activities prior to starting work within the State right-of-way. (Caltrans will charge the Contractor a fee for obtaining a permit.)

The Contractor is responsible for scheduling work such that all work governed by the Caltrans permit will be completed before the expiration of said permit, or the Contractor will be responsible for obtaining an extension from Caltrans.

The cost of conforming to the requirements of the permits shall be included in the unit prices bid for various items of the proposal and no additional compensation will be allowed therefore.

2. ITEMS OF THE PROPOSAL

ITEM NO. 1 - SLURRY SEAL (TYPE II) TO PLACE

This item shall consist of furnishing and placing a slurry seal coat to the existing asphalt surfaces on various City streets as indicated in Appendix “A” of this document, and in accordance with Section 23 of the Standard Specifications.

The slurry seal shall consist of a mixture of a polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and specified additives. The materials shall be proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Engineer. The slurry seal shall conform to the requirements of Section 23 of the Standard Specifications except where specified otherwise in these provisions. The completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a friction resistant surface texture throughout its service life.

Slurry Seal Materials:

Asphalt Emulsion:

The emulsified asphalt shall be designated as grade PMCQS-1h. The polymer within the asphalt emulsion shall be, at the option of the Contractor, either Neoprene, SBR, EVA or SBS. Solid polymers such as EVA or SBS shall be adequately blended into the asphalt prior to emulsification. If a liquid latex such as Neoprene, SBR or similar is used, the latex shall be “co-milled” into the emulsion through the water phase during manufacturing. Each load of polymer asphaltic emulsion shall have a certificate from the asphalt emulsion manufacturer guaranteeing that either asphalt blending or “co-milling” processes were used. The certificate shall also state the percentage of the solid rubber polymer added by weight of the asphalt as well as the composition of the polymer. The addition of latex to the emulsion after emulsion manufacturing is prohibited.

The polymer modified asphalt emulsion shall conform to the following specifications:

Test	Test Method	Requirement	
		Min	Max
Tests on Emulsion:			
• Viscosity SSF @ 77°F, seconds	AASHTO T 59	15	90
• Settlement, 5 days, %	AASHTO T 59	---	5
• Storage Stability Test, 1 day, %	AASHTO T 59	---	1.0
• Distillation: Oil Distillate by Volume of Emulsion, %	AASHTO T 59	---	3
• Residue by Low-Temperature Vacuum Distillation, %	ASTM D244. 133-137	57	---
Tests on Residue Using CTM 331			
• Penetration, 77°F, 100 grams for 5 seconds, dmm	AASHTO T 59	40	65
• Solubility in Trichloroethylene, %	ASTM D 2042	97.5	---
• Ductility, 77°F, 5cm/min, cm (RTFO aged residue)	AASHTO T 51	60	---
• Ring and Ball Softening Point, °F	AASHTO T 53	123	---
• Polymer Content, %	CTM 401	3.0%	---

Solid polymer content based on weight of asphalt.			
• Torsional Recovery, %	CTM 332	18	---

Mineral Aggregate:

Slurry seal aggregate for all roads shall conform to ISSA Type II aggregate and shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high quality aggregate, or combination thereof. To assure the material is totally crushed, 100% of the parent aggregate shall be larger than the largest stone in the gradation to be used.

When tested in accordance to AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the aggregate gradation (including the mineral filler) shall be within following bands.

Type II Slurry Seal		
Sieve Sizes	Passing Percentage	Stockpile Tolerance
9.5 mm (3/8")	100	+/- 5%
4.75 mm (#4)	94-100	+/- 5%
2.36 mm (#8)	65-90	+/- 5%
1.18 mm (#16)	40-70	+/- 5%
600 um (#30)	25-50	+/- 5%
330 um (#50)	18-30	+/- 4%
150 um (#100)	10-21	+/- 3%
75 um (#200)	5-15	+/- 2%

After the target gradation has been submitted and identified in the mix design, the percent passing each sieve shall not vary by more than the stockpile tolerance and still remain within the gradation band during the application of slurry seal.

The mineral aggregate shall also conform to the following:

Test	Test Method	Requirements
Sand Equivalent	ASTM D 2419	60 min.
Loss in L.A. Rattler (100 Revolutions)	CTM 211	10% max.
Loss in L.A. Rattler (500 Revolutions)	CTM 211	35% max.
Durability Index	ASTM D 3744	60 min.

Mineral Filler - Mineral Filler shall be either Portland Cement, hydrated lime, limestone dust, fly ash or other approved filler meeting the requirements of ASTM D242 shall be used as required by the mix design. The mineral filler shall be considered as part of the aggregate in calculations regarding slurry seal asphalt content.

Water - The water added to the slurry seal shall be potable and free of harmful salts and contaminants.

Additives - Additives may be used to accelerate or retard the mixing and setting characteristics of the slurry seal, or to improve the resulting finished surface. The use of additives in the slurry

mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments if required. If the use of additive during application requires a greater than + or - 1.0% deviation from the recommendations of the mix design, a new mix design will be performed to verify system performance at higher or lower additive levels.

Water, and additives, if used, shall be added to ensure proper workability and:

1. Permit the unrestricted flow of traffic on the slurry seal no more than one (1) hour after placement without the occurrence of bleeding, raveling, separation, or other distress.
2. Prevent the development of bleeding, raveling, separation, or other distress within fifteen (15) days after placing the slurry seal.

Mix Design and Pre-qualification of Materials:

During the pre-construction meeting the Contractor shall submit a certified mix design identifying the specific type and source of materials to be used on the project. The mix design shall verify compatibility of the aggregate, emulsion, mineral filler, and other additives. Additionally, the mix design shall report test results showing compliance with related material specifications contained in these Special Provisions.

The mix design shall use the same aggregate gradation as supplied by the Contractor on the project.

A laboratory capable of performing all the tests listed below shall perform the mix design, testing, and certification. The laboratory shall certify, on the mix design, that it has had at least two years of experience in the design of slurry seal.

The mix design shall be performed and dated within 30 days prior to the application of slurry seal.

After the mix design has been approved, no substitution or changes of materials shall be permitted, unless approved by the Engineer. If changes in materials are approved by the Engineer, a new mix design shall be performed by the Testing Laboratory before the application of new materials.

Required tests and values are as follows:

Test	ISSA Test	Requirement
Mix Time	TB-113	Controllable to 180 sec. min.
Wet Cohesion <ul style="list-style-type: none"> • 30 minutes min. • 60 minutes min 	TB-139	12kg-cm min. 20kg-cm min.
Excess Asphalt by LWT Sand Adhesion	TB-109	50g/ft ² max. (538g/m ² max.)
Wet Stripping	TB-114	Pass (90% min.)

Wet Track Abrasion Loss One hour soak	TB-100	50g/ft ² maximum (807g/m ² max.)
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The Wet Track Abrasion test is used to determine the minimum asphalt content.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (min. and max.), water (min. and max.), additive(s) (usage), and asphalt emulsion based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on the field conditions. The Engineer shall give final approval for all such adjustments.

The Engineer shall approve the mix design and all slurry seal materials and methods prior to use. The component materials shall be within the following limits:

RESIDUAL ASPHALT	7.5% - 13.5% (approx. 12.0 - 22.0% emulsion) based on dry weight of aggregate
MINERAL FILLER	0.0% - 2.0% Based on dry weight of aggregate.
ADDITIVES	As needed to control mixing and setting times
WATER	As needed to achieve proper mix consistency.

If directed by the Engineer, the Contractor shall submit samples from all suppliers furnishing a minimum of the following materials. Each sample shall be clearly labeled as to its contents and the words "Slurry Seal."

1. One gallon of the base asphalt
2. One pint of the polymer additive (with clear labeling of polymer type)
3. One quart of asphalt emulsion
4. 50 pounds of slurry seal aggregate

Changes in source or type of materials submitted to the Engineer as Pre-qualification samples shall not be permitted during the entire project without the approval of the Engineer.

Mechanical Proportioning:

Mixer-spreader trucks shall be equipped to proportion emulsion, water, aggregate, and set-control additives by volume. The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be readily determinable. A positive displacement pump shall proportion the emulsion. Water shall be introduced into the mixer by a meter registering gallons delivered.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 3 tons in duration each.

The emulsion pump shall deliver emulsion to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 500 gallons in duration each.

The aggregate belt feeder shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest full revolution of the aggregate delivery belt.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level, if requested by the Engineer. The device shall indicate temperature of the emulsion and shall be accurate to ten degrees Fahrenheit (10° F).

Machine Calibration and Verification:

Mixer-spreader trucks to be used in performance of the work shall be calibrated in the presence of the Engineer prior to construction. The Contractor shall document the way in which the mechanical proportioning devices are calibrated and correlated to the metered delivery of each material at various settings. No mixer-spreader truck will be allowed to work on the project until the calibration has been completed and accepted by the Engineer within at least one (1) working day prior to start of work.

Spreading Equipment:

The slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the following requirements:

1. All spreader boxes over 7-1/2 feet in length shall have baffles.
2. Spreader box, rubber strike off, and drag mops shall be maintained in such manner as to prevent chatter (washboarding) in the finished mat. If washboarding occurs, that area shall be corrected to eliminate the washboard.
3. The rear flexible strike-off blade shall make close contact with the pavement and shall be capable of being adjusted to the various crown slopes so as to apply a uniform seal coat. Blades shall be changed as frequently as necessary to prevent longitudinal scouring.
4. The maximum speed of the application equipment shall not be greater than 180 feet per minute.

5. At least two (2) operational spreader trucks shall be available at the job site during the spreading operation except when continuous placement type mixer-spreader trucks are used.

Preparation of Surface:

Immediately prior to applying the slurry, the Contractor shall clean the street surface and lip of gutter joints of all loose material, silt spots, vegetation, and any other matter, which may adversely affect the adherence of the slurry to the existing pavement.

The Contractor shall remove thermoplastic stripes/markings, preformed traffic stripes/markings and raised pavement markers prior to slurry seal operation. The cost of removal of all raised pavement markers including raised blue fire hydrant markers, all thermoplastic and preformed pavement stripes/markings shall be included in bid item No. 11 "Raised Reflective Pavement Markers to Place".

The Contractor shall be responsible for sweeping all streets with a mechanical power broom prior to sealing. The Engineer may require particularly dirty streets to be flushed with water. The Engineer must approve all flushing operations. The Contractor shall be responsible for cleaning sidewalks and driveways soiled by flushing operations.

The City shall remove and dispose of any garden refuse piles placed in the street.

The Contractor shall be responsible for locating, covering, removing, cleaning and protecting all utility covers, maintenance hole covers, water valve boxes, and any other utility covers. The methods of protection, referencing, locating, and cleaning shall be subject to approval by the Engineer prior to any resurfacing.

All protective coverings shall be removed from maintenance hole covers, water valve boxes, and other utility covers each day before opening the street to traffic. If the Contractor fails to protect utility covers or fails to remove all protective coverings within 3 working days of notification, the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each utility cover.

Existing blue fire hydrant locators shall be removed prior to placing of the slurry seal. New "raised, blue dot, hydrant marking devices" shall be installed by the Contractor after the slurry seal has been set for three (3) calendar days, but no later than seven (7) calendar days after placement of the slurry seal. The Contractor shall place the new approved "blue dot, hydrant marking devices" with approved two-part epoxy adhesive per the instruction and at the locations determined by the Engineer. If the Contractor fails to place the new "blue dot, hydrant marking devices" in the time period allowed, the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each blue dot not in place. The placing of the raised blue dots shall be paid for under Item No.9 "Pavement Markers to Remove and Place" of these Special Provisions.

Placing:

The slurry seal shall be placed at a rate of approximately twelve (12) to fifteen (15) pounds per square yard. The exact rate will be as determined by specific weight of aggregate, the surface demand of the pavement, and the size of the largest particle size of the aggregate.

The slurry seal shall not be placed when the existing pavement or air temperature is below 55 degrees Fahrenheit (15 degrees C) and falling, or during unsuitable weather, but may be applied when both pavement and air temperature are above 45 degrees Fahrenheit (7 degrees C) and rising.

Concrete bridge decks shall not be slurry sealed unless otherwise directed by the Engineer.

All undulations and speed humps shall be slurry sealed unless otherwise directed by the Engineer.

All through driving lanes shall be spread in full lane width pulls only. Slurry sealing of driveway aprons, returns, and other incidental work shall be accomplished concurrently with application of the street. The joint between the pavement and the PCC gutter shall be sealed with slurry seal and overlap the lip of the gutter a minimum of 3/4 inches and a maximum of 2 inches. When slurry starts or finishes, a straight-line cut-off shall be obtained by laying down a strip of building paper or other approved material. The Contractor shall remove such paper and any excess slurry after application of the slurry. Edge limits of the slurry on both sides of the street shall be maintained in a neat and uniform line.

When feasible, all joints and curb lines shall be pulled by machine to keep handwork to a minimum. Ridges or bumps in the finish surface will not be permitted.

Building paper shall be placed at transverse joints and over previously placed slurry seals to avoid the double placement of slurry seal. Other methods to avoid double placement may be used if first approved by the Engineer.

Unless the Engineer makes other arrangements, all intersections are to be slurry sealed where there are two or more blocks in line. The Contractor shall seal all alley returns adjacent to streets that are to be sealed back to the property line. Where two streets that are to be sealed intersect, the Contractor shall seal the entire pavement in the intersection, including the round corner area. Where light rail is encountered, the Contractor shall seal up to the concrete pad. Areas to be slurry sealed that are inaccessible to the spreader box may be spread by other approved means.

The Contractor shall remove all excess material, which is placed outside asphalt pavement areas. Hand tools shall be available in order to remove spillage.

Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment will be subject to approval by the Engineer.

The Contractor shall repair and reseal all areas of the streets, which have not been sealed properly or completely at no additional cost to the City.

The Contractor shall be responsible for sweeping the streets and sidewalks where excessive raveling may occur after placing of the slurry seal, at no additional cost to the City.

The Contractor is responsible for one sweep approximately one week after placement of slurry seal and a final sweep approximately three to four weeks after placement of slurry seal.

The Contractor is responsible for additional sweeping if requested by the Engineer. **If additional sweeping is not performed within 24 hours of the engineer's request, the Contractor shall pay an administrative penalty of \$300.00 per calendar day for each street requested.**

At the end of each day's production, the Contractor will send to the Engineer a report containing the following information:

1. Tons of dry aggregate consumed that day.
2. Tons of asphalt emulsion consumed that day; and
3. Surface area covered that day.

This report shall be received no later than 10:00 a.m. of the following day.

Measurement and Payment:

Measurement for payment shall be taken from edge of pavement to edge of pavement, or from lip of the gutter to lip of gutter.

Payment shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals to perform all work involved in slurry sealing, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 2 - MICROSURFACING (TYPE II) TO PLACE

Microsurfacing shall consist of mixing a polymer modified, cationic microsurfacing emulsion (MSE), aggregate, mineral filler, set-control additives, and water and spreading the mixture on a pavement surface where shown on the plans, in conformance with the provisions in these special provisions, and as directed by the Engineer.

Material:

The material for microsurfacing shall conform to the following requirements:

Microsurfacing Emulsion (MSE)

Microsurfacing Emulsion (MSE) shall be homogenous and shall conform to the provisions of these special provisions. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process.

The MSE shall conform to the following requirements when tested in conformance with the following test methods:

Polymer Modified, Cationic Microsurfacing Emulsion (MSE)		
Specification Designation	Test Method	Requirement
Viscosity SSF @ 77 F (25 C)	AASHTO T 59	15-90 Seconds
Sieve, max.	AASHTO T 59	0.30 Percent
Settlement, 5 days, max.	ASTM D244	5 Percent
Storage Stability, 1 day, max.	AASHTO T 59	1 Percent
Residue by Evaporation, min.	California Test 331	62 Percent

Specification Designation for Residue		
Specification Designation	Test Method	Requirement
Penetration@ 77 F (25C), 100g, 5s ,0.1mm	AASHTO T 51	40-90
Softening Point F (C) min.	AASHTO T53	135 (57)

Water and Additives

Water shall be of such quality that the asphalt will not separate from the MSE before the microsurfacing is placed on the pavement. If necessary for workability, a set-control agent that will not adversely affect the microsurfacing product may be used.

Mineral Filler

Mineral filler shall be Portland cement or hydrated lime that is free of lumps. Portland cement shall be either Type I, Type II, Type III or combination thereof. The type of mineral filler shall be determined by the Contractor based on laboratory mix designs. The mineral filler will be considered part of the aggregate gradation requirement.

Black Aggregate

The mineral aggregate used shall be of the type and grade specified for the particular use of the microsurfacing. Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed material with no rounded particles. All aggregate shall be free of caked lumps and oversize particles.

The aggregate shall be volcanic in origin and black in color, as supplied by George Reed, Table Mountain Plant, Sonora, CA, or equal. The use of gray or light-colored aggregate shall not be allowed.

The aggregate, prior to the addition of emulsion shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed as tested in accordance with California Test 205. The definition of a crushed particle in California Test 205 Section D, is amended to read: "Any

particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle.”

The percentage composition by mass of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with California Test 202:

Type II	
Sieve Size	Percentage Passing
3/8" (9.5 mm)	100
No. 4 (4.75 mm)	94 - 100
No. 8 (2.36 mm)	65 - 90
No. 16 (1.18 mm)	40 - 70
No. 30(600 um)	25 - 50
No. 200 (75 um)	5 - 15

The aggregate (excluding mineral filler) shall conform to the following quality requirements:

Test	California Test	Requirements
Sand Equivalent (min.)	217	70
Durability Index (min.)	229	75
Percentage of Crushed Particles (min.) ¹	205	100%
Los Angeles Rattler Loss at 500 Rev. (max.) ²	211	35%
Notes: 1. CT205, Section D, is amended to read: "Any particle having 2 or more freshly, mechanically fractured faces shall be considered a crushed particle." 2. Los Angeles Rattler shall be performed on the parent aggregate before crushing		

If the results of the aggregate grading do not meet the specified gradation, the microsurfacing represented by the test shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the microsurfacing may remain in place and the Contractor shall pay to the City \$2.00 per ton (tonne) for the aggregate represented by the tests and left in place.

If the results of the Sand Equivalent test for aggregate do not meet the specified requirement, the microsurfacing represented by the test shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the microsurfacing may remain in place and the Contractor shall pay to the City \$2.00 per ton (tonne) for the aggregate represented by the tests and left in place.

When the results of both the aggregate grading and the Sand Equivalent tests do not conform to the specified requirements, both payments to the City shall apply. The Department may deduct these amounts from any moneys due or to become due the Contractor.

No single aggregate grading or Sand Equivalent test shall represent more than (275 tonnes) or one day's production, whichever is smaller.

Mix Design:

At least 7 working days before the microsurfacing placement commences, the Contractor shall submit for approval of the Engineer a laboratory report of tests and a proposed mix design covering the specific materials proposed for use on the project.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Individual materials shall be within the following limits:

Residual Asphalt	5.5% to 9.5% by dry mass of aggregate
Mineral Filler	0% to 3% by dry mass of aggregate
Additive	As needed
Water	As needed

Adjustments may be required during construction based on field conditions.

The mix design and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed microsurfacing mixture shall conform to the specified requirements when tested in conformance with the following tests:

Test	ISSA Test Method	Requirements
Wet Cohesion @ 30 Minute (Set) (min.) @ 60 Minute (Traffic) (min.)	TB* 139	12 kg-cm 20 kg-cm
Excess Asphalt	TB* 109	540 g/m ²
Wet Stripping (min.)	TB* 114	90%
Wet Track Abrasion 6-day Soak Loss (max.)	TB* 100	810 g/m ²
Displacement Lateral (max.) Specific Gravity After 1000 Cycles of 125 lbs. (56.8 kg)(max.)	TB* 147A	5%. 2.10
Classification Compatibility	TB* 144	(AAA, BAA) 11 Grade Points
Mix Time @ 77°F (25°C)	TB* 113	Controllable to 120 Seconds
TB* = Technical Bulletin		

The laboratory that performed the tests and designed the mixture shall sign the laboratory report. The report shall show the results of the tests on individual materials and shall compare their values to those required by these special provisions. The report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), set control additive, and MSE solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted

provided the material test reports were completed within the previous 12 months. The mix design shall further show the recommended changes in mineral filler, water, and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 100 °F (38°C). This 100 °F (38°C) mixing report will not be required for projects requiring nighttime application.

The component materials used in the mix design shall be representative of the microsurfacing materials proposed by the Contractor for use on the project.

Once the mix design is approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with the provisions of these special provisions. Substituted materials shall not be used until the mix design for those materials has been approved by the Engineer.

The completed mixture, after addition of water and set control agent, if used, shall be such that the microsurfacing mixture has proper workability. At the expiration of the road closure hours, in conformance with the provisions in "Maintaining Traffic" of these special provisions, the microsurfacing mixture shall be sufficiently cured to support unrestricted traffic.

Proportioning:

Aggregate, mineral filler, MSE, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be determinable. The MSE shall be proportioned by a positive displacement pump. Variable rate emulsion pumps, if used, shall be calibrated and sealed in the pump's calibrated condition in conformance with California Test 109 prior to usage.

The delivery rate of aggregate and MSE per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with California Test 109 and in conformance with the provisions of these special provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least three tons (3 tonnes) each. The emulsion pump shall deliver MSE to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons (1135 L) each. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons (1135 L) each.

The MSE storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the MSE level is lowered to a point where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the MSE and shall be accurate to within 10°F (5°C).

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

Mixing and Spreading Equipment:

The microsurfacing shall be mixed in continuous pugmill mixers of adequate size and power for the type of microsurfacing to be placed. All indicators shall be in conformance with the provisions of these special provisions and shall be in working order prior to commencing mixing and spreading operations.

Mixer-spreader trucks shall be equipped to proportion the MSE, water, aggregate, mineral filler, and set-control additives by volume. Rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.

The mixer-spreader truck shall not be operated unless low-flow and no-flow devices and revolution counters are in good working condition and functioning and metal guards are in place. Indicators required by these special provisions shall be visible while walking alongside the mixer-spreader truck.

Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.

In addition to the requirements of the fourth paragraph of Section 5 1.10, "Equipment and Plants," of the Standard Specifications, the identifying number of mixer-spreader trucks shall be at least three inches (75 mm) in height, located on the front and rear of the vehicle.

The microsurfacing mixture shall be spread by means of a spreader box conforming to the following requirements:

Spreader Box

The spreader box shall be capable of placing the microsurfacing a minimum of 12 feet (3.6 m) wide and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to prevent the loss of microsurfacing from the box. Spreader boxes over eight feet (2.38 m) in application width shall have baffles, reversible motor driven augers or other suitable means to insure uniform application on superelevated sections and shoulder slopes. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. The spreader box in use shall be clean and free of microsurfacing and MSE at the start of each work shift.

The spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform microsurfacing finished surface. The final strike-off device shall be fabricated of flexible material suitable for the intended use and shall be designed and operated to ensure a uniform texture is achieved in the finished surface of the microsurfacing. The final strike-off device shall be cleaned or changed daily if problems with longitudinal scouring occur.

Flexible fabric drags attached to the rear of the spreader box shall not be used.

Preparation of Surface:

Immediately prior to applying the microsurfacing, the Contractor shall clean the street surface and lip of gutter joints of all loose material, silt spots, vegetation, and any other matter, which may adversely affect the adherence of the slurry to the existing pavement.

The Contractor shall remove thermoplastic stripes/markings, preformed traffic stripes/markings and raised pavement markers prior to microsurfacing operation. The cost of removal of all raised pavement markers including raised blue fire hydrant markers, all thermoplastic and preformed pavement stripes/markings shall be included in bid item No. 11 "Raised Reflective Pavement Markers to Place".

The Contractor shall be responsible for sweeping all streets with a mechanical power broom prior to sealing. The Engineer may require particularly dirty streets to be flushed with water. The Engineer must approve all flushing operations. The Contractor shall be responsible for cleaning sidewalks and driveways soiled by flushing operations.

The City shall remove and dispose of any garden refuse piles placed in the street.

The Contractor shall be responsible for locating, covering, removing, cleaning and protecting all utility covers, maintenance hole covers, water valve boxes, and any other utility covers. The

methods of protection, referencing, locating, and cleaning shall be subject to approval by the Engineer prior to any resurfacing.

All protective coverings shall be removed from maintenance hole covers, water valve boxes, and other utility covers each day before opening the street to traffic. If the Contractor fails to protect utility covers or fails to remove all protective coverings within 3 working days of notification, the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each utility cover.

Existing blue fire hydrant locators shall be removed prior to placing of the microsurfacing. New "raised, blue dot, hydrant marking devices" shall be installed by the Contractor after the microsurfacing has been set for three (3) calendar days, but no later than seven (7) calendar days after placement of the microsurfacing. The Contractor shall place the new approved "blue dot, hydrant marking devices" with approved two-part epoxy adhesive per the instruction and at the locations determined by the Engineer. If the Contractor fails to place the new "blue dot, hydrant marking devices" in the time period allowed, the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each blue dot not in place. The placing of the raised blue dots shall be paid for under Item No.9 "Pavement Markers to Remove and Place" of these Special Provisions.

Placing:

The microsurfacing mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, rehandling or otherwise shifting of the mixture.

The microsurfacing mixture shall not be placed when the ambient temperature is below 50 °F (10°C) or during unsuitable weather. Microsurfacing shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours.

Microsurfacing shall be spread at a rate within the following ranges of pound of dry aggregate per square yard (kilograms of dry aggregate per square meter).

Microsurfacing Type	Location	Spread Rate
Type II	Full Traffic Width	10 - 20 (5.5 - 11.0)
Type III ¹	Full Traffic Width	20 - 32 (11.0 - 17.5)
Type III ²	Full Traffic Width	30 - 32 (16.0 - 17.5)
Notes: 1. For microsurfacing over asphalt concrete pavement. 2. For microsurfacing over Portland cement concrete pavement and concrete bridge decks.		

Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product.

Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 3 inches (76 mm). Building paper

shall be placed at the transverse joints to avoid double placement of the microsurfacing. Other suitable methods to avoid double placement of the microsurfacing will be allowed. Hand tools shall be available to remove spillage.

The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the MSE and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.

Adequate means shall be provided to protect the microsurfacing from damage by traffic until such time that the mixture has cured sufficiently so that the microsurfacing will not adhere to or be picked up by the tires of vehicles.

The Contractor shall be responsible for sweeping the streets and sidewalks where excessive raveling may occur after placing of microsurfacing, at no additional cost to the City.

The Contractor is responsible for one sweep approximately one week after placement of microsurfacing and a final sweep approximately three to four weeks after placement of microsurfacing.

The Contractor is responsible for additional sweeping if requested by the Engineer. **If additional sweeping is not performed within 24 hours of the engineer's request, the Contractor shall pay liquidated damages of \$300.00 per calendar day for each street requested.**

Test Strip:

The Contractor shall construct a test strip for evaluation by the Engineer. The test strip shall be 300 feet (100 m) to 500 feet (150 m) long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of microsurfacing will be placed and may be constructed in 2 days or nights when multiple course applications are specified.

The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

Repair of Early Distress:

If bleeding, raveling, delamination, rutting, or washboarding occurs after placing the microsurfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer.

Measurement and Payment:

Measurement for payment shall be taken from edge of pavement to edge of pavement, or from lip of the gutter to lip of gutter.

Payment shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals to perform all work involved in microsurfacing, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 3 - MODIFIED ASPHALT BINDER CAPE SEAL TO PLACE

Modified Asphalt Binder cape seal shall consist of an application of a modified asphalt binder, hot aggregate pre-coated with paving asphalt, and a type II slurry seal. Modified asphalt binder shall conform to the provisions specified for Medium Type seal coat in Section 37 1, "Seal Coats," of the Standard Specifications and these special provisions.

This project is funded in part by a grant obtained through the California Department of Resources Recycling and Recovery (CalRecycle). See General Requirements, Item 1.29 "RUUBERIZED CHIP SEAL GRANT", for more information.

One hundred percent (100%) California waste tires shall be used in the rubber portion of the modified asphalt binder.

The modified asphalt binder shall contain a minimum of 300 pounds (equivalent to 15% by weight) of tire-derived crumb rubber per ton of binder

Attention is directed to "Order of Work" of these special provisions.

Order of Work

The work shall be done in the following order:

1. Prepare the pavement surface as specified below.
2. Apply the Modified Binder as specified below.
3. Spread aggregate using mechanical spreader as specified below.
4. Initially roll the aggregate using a minimum of three (3) pneumatic tire rollers to provide a minimum of one (1) pass of coverage for all sealed area.
5. Continue rolling the aggregate using a minimum of three (3) pneumatic tire rollers to provide a minimum of three (3) passes of coverage for all sealed area.
6. The final roller coverage shall be made with one steel wheel roller weighing 7.25 tons minimum and 9 tons maximum. The roller shall be operated in the static mode only.
7. Sweep excess aggregate immediately after rolling. A minimum of three (3) sweeper passes are required. Sweep as directed by the Engineer.
8. Install temporary pavement markings.
9. Pavement grinding at curb ramps.
10. Apply slurry seal (type II) no sooner than seven (7) calendar days and no later than fourteen (14) calendar days after the modified binder seal coat is applied.

11. Install temporary pavement markings.
12. All other such items and details specified shall be furnished, installed, and/or constructed.

Modified Asphalt Binder

The modified asphalt binder shall have a minimum of 15% weight of recycled tire rubber as an ingredient of the product.

At least two (2) weeks before its intended use, the Contractor shall furnish the Engineer four (4) one-liter cans filled with the modified asphalt binder proposed for use on the project. The Contractor shall supply the Engineer, for approval, a binder formulation and samples of all materials to be used in the modified asphalt binder, at least two (2) weeks before construction is scheduled to begin. The binder formulations shall consist of the following information:

Asphalt and Modifiers for the following shall be provided to the Engineer.

1. Supplier and grade of paving asphalt.
2. Supplier and identification (or type) of modifiers used.
3. Percentage of asphalt modifier by mass of asphalt.
4. Percentage of the combined blend of asphalt and asphalt modifier by total mass of modified asphalt binder to be used.
5. Laboratory test results for test parameters shown in these special provisions.

Modified asphalt binder shall be a homogeneous and storage stable material conforming to the following requirements:

Modified Binder Specification for Hot Applied Chip Seal Applications ^a

Property	AASHTO Test Method	Grade	
		PG 76-22 PM	PG 76-22 TR ^b
Original Binder			
Flash Point, Minimum °C	T 48	230	230
Solubility, Minimum % ^c	T 44 ^d	98.5	97.5 ^e
Viscosity at 135°C, ^f Maximum, Pa·s	T 316	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	76 1.00	76 1.00
RTFO Test, Mass Loss, Maximum, %	T 240	1.00	1.00
RTFO Test Aged Binder			
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	76 2.20	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note g 80	Note g 80
Elastic Recovery ^h , Test Temp., °C Minimum recovery, %	T 301	25 65	25 65
PAV ⁱ Aging, Temperature, °C	R 28	110	110
RTFO Test and PAV Aged Binder			
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	31 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-12 300 0.300	-12 300 0.300
Notes:			
a. Do not modify binder using acid modification.			
b. Supplier is required to certify 10% minimum tire rubber modifier in binder.			
c. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."			
d. The Department allows ASTM D 5546 instead of AASHTO T 44			
e. For hot applied chip seal applications the solubility will be a minimum of 93% and a binder profile is required for supplier who is not a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."			
f. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.			
g. Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.			
h. Tests without a force ductility clamp may be performed.			
i. "PAV" means Pressurized Aging Vessel.			

A Certificate of Compliance shall be furnished to the Engineer in conformance with the provisions in Section 6 1.07, "Certificates of Compliance," of the Standard Specifications. The certificate shall certify that the material which the certificate represents conforms to the provisions specified in these special provisions.

When placing modified asphalt seal coat at intersections, cul-de-sacs, left-turn lanes, gore points, and other irregular areas, modified asphalt application shall not be in excess of that which can be covered with Aggregate within 10 minutes.

When joining edges against areas with aggregate, the joint shall be swept clean of excess aggregate prior to the adjacent application of modified asphalt binder. Transverse joints of this type shall be constructed by placing roofing paper across and over the end of the previous modified asphalt seal coat application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately.

The longitudinal joint between adjacent applications of aggregate shall coincide with the line between designated traffic lanes. Longitudinal joints shall be overlapped for complete coverage. The overlap shall not exceed 4" inches.

Joint edges shall be swept clean of overlapping cover material prior to application of adjacent asphalt binder. Reasonable precautions shall be taken to avoid skips and overlaps at joints. Defects shall be corrected at the Contractor's expense.

At longitudinal joints with aggregate, the edge shall be broomed back and blended to eliminate differences in elevation. The joints shall be free from ridges and depressions and shall have a uniform appearance consistent with the adjacent sealed surface. Defects shall be corrected at the Contractor's expense.

Aggregate

Aggregate shall consist of broken stone, crushed gravel or both. At least 90 percent by mass of the aggregate shall consist of crushed particles as determined by California Test 205. California Test 205, Section D, definition of a crushed particle is revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle."

Aggregate shall conform to the following grading requirements prior to pre-coating with paving asphalt.

Medium 9.5 mm max. size

Sieve Size	Percentage Passing
19.0 mm	----
12.5 mm	100
9.5 mm	85-100
4.75 mm	0-15
2.36 mm	0-5
1.18 mm	----
600 μm	----
75 μm	0-2

Aggregate shall conform to the following quality requirements immediately prior to preheating:

Tests	California Tests	Requirements
Los Angeles Rattler Loss (100 Revolutions)	211	10 % (max)
Los Angeles Rattler Loss (500 Revolutions)	211	40% (max)
Film Stripping	302	25% (max)
Cleanness Value	227	84 (min)
Durability	229	52 (min)

Aggregate shall be preheated to a temperature between 284°F (140°C) and 347°F (175°C) and then pre-coated with 0.5 to 1.0 percent asphalt by mass of dry aggregate and the amount shall be determined by the contractor. The pre-coating of Aggregate shall be performed in an asphalt concrete plant. Stockpiling of Aggregate after preheating and pre-coating with asphalt will not be permitted.

Canvas or similar covers that completely cover each load of pre-coated aggregate shall be used during hauling to minimize temperature drop of the pre-coated aggregate. Aggregate shall be spread when the temperature of the pre-coated Aggregate is not less than 220°F (105°C).

Equipment

The equipment used by the Contractor for modified asphalt binder seal operations shall conform to the following:

- A. Self-propelled power brooms shall clean the existing pavement and remove loose aggregate without dislodging aggregate set in the modified asphalt binder. Gutter brooms or steel-tined brooms shall not be used.
- B. A minimum of three (3) operational pneumatic-tired rollers conforming to the provisions specified in Section 39 5.02, "Compacting Equipment," of the Standard Specifications, except that the rollers shall carry a minimum loading of 3,000 lbs (1,360 kg) on each wheel and an air pressure of 100±5 psi (690±35 kPa) in each tire, shall compact the seal coat.

- C. A self-propelled aggregate spreader, equipped with an aggregate hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper shall spread the aggregate.
- D. A self-propelled computerized rate controlled distributor truck shall be used for applying polymer modified asphalt binder. The distributor truck shall be equipped with a heating unit, a pump or pumps that spray the polymer modified asphalt binder within ± 0.025 g/sy of the specified rate and a fully circulating spray bar that applies the binder without a streaked or otherwise irregular pattern. The distributor truck shall be equipped with a tachometer, pressure gages, volume measuring devices, and thermometer and computerized rate control.
- E. Trucks for hauling aggregate shall be equipped so that aggregate can be discharged from the tailgate. Trucks shall be equipped with a device to lock onto the hitch at the rear of the aggregate spreader. Haul trucks shall be compatible with the Aggregate spreader so that the dump bed will not push down on the spreader when fully raised. Haul truck dump beds shall be designed so that, while dumping into the receiving hopper, aggregate shall be prevented from spilling on the roadway.

Surface Preparation

Immediately prior to applying the Modified Asphalt Binder Cape Seal, the Contractor shall clean the street surface and lip of gutter joints of all loose material, silt spots, vegetation, and any other matter, which may adversely affect the adherence of the cape seal to the existing pavement.

The Contractor shall remove thermoplastic stripes/markings, preformed traffic stripes/markings and raised pavement markers prior to cape seal operation. The cost of removal of all raised pavement markers including raised blue fire hydrant markers, all thermoplastic and preformed pavement stripes/markings shall be included in bid item No 11. " Raised Reflective Pavement Markers to Place".

The Contractor shall be responsible for sweeping all streets with a mechanical power broom prior to sealing. The Engineer may require particularly dirty streets to be flushed with water. The Engineer must approve all flushing operations. The Contractor shall be responsible for cleaning sidewalks and driveways soiled by flushing operations.

The City shall remove and dispose of any garden refuse piles placed in the street.

The Contractor shall be responsible for locating, covering, removing, cleaning and protecting all utility covers, maintenance hole covers, water valve boxes, and any other utility covers. The methods of protection, referencing, locating, and cleaning shall be subject to approval by the Engineer prior to any resurfacing.

All protective coverings shall be removed from maintenance hole covers, water valve boxes, and other utility covers each day before opening the street to traffic. If the Contractor fails to protect

utility covers or fails to remove all protective coverings within 3 working days of notification, the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each utility cover.

Existing blue fire hydrant locators shall be removed prior to placing of the cape seal. New "raised, blue dot, hydrant marking devices" shall be installed by the Contractor after the slurry seal has been set for three (3) calendar days, but no later than seven (7) calendar days after placement of the slurry seal. The Contractor shall place the new approved "blue dot, hydrant marking devices" with approved two-part epoxy adhesive per the instruction and at the locations determined by the Engineer. If the Contractor fails to place the new "blue dot, hydrant marking devices" in the time period allowed, the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each blue dot not in place. The placing of the raised blue dots shall be paid for under Item No.9 "Pavement Markers to Remove and Place" of these Special Provisions.

Applying Modified Asphalt Binder

Modified asphalt binder shall be applied in conformance with the provisions specified for applying asphaltic emulsion in Section 37 1.05, "Applying Asphaltic Emulsion," of the Standard Specifications, except the second, third, fourth, and fifth paragraphs shall not apply.

Modified asphalt binder shall be applied at a rate of 0.35 – 0.40 gallons per square yard. The exact rate will be determined by the Engineer. Variance from this application rate will not be allowed unless approved by the Engineer.

Modified asphalt binder shall not be applied when weather conditions are unsuitable or when the pavement is damp or wet. Excessive wind is considered an unsuitable weather condition. Asphalt binder shall be applied only when the atmospheric temperature is 65°F (18°C) or above and the pavement surface temperature is 78°F (26°C) or above. Polymer modified asphalt binder shall not be applied until sufficient aggregate are available to immediately cover the binder being applied.

The Contractor shall notify the Engineer of the exact spread rate used and shall be within 10% of the selected spread rate.

Modified asphalt binder shall be applied between the gaps of undulations.

Spreading Aggregate

Aggregate for modified asphalt binder seal shall be spread in conformance with the provisions specified for spreading aggregate on asphaltic emulsion in Section 37 1.06, "Spreading Aggregate," of the Standard Specifications, except the first, fifth, sixth, and seventh paragraphs shall not apply.

Aggregate for Modified asphalt binder seal coat shall be applied at a rate of 23-40 pounds per square yard. The exact rate will be determined by the Engineer. Variance from this application rate will not be allowed unless approved by the Engineer.

Finishing

Modified asphalt binder seal coat shall be finished in conformance with the provisions for finishing aggregate spread on asphaltic emulsion in Section 37 1.07, "Finishing," of the Standard Specifications, except the second and third paragraphs shall not apply. In addition, the following shall apply:

- A. Removal of excess aggregate shall be completed before uncontrolled traffic is permitted on the modified asphalt binder seal coat.
- B. Initial rolling of the modified asphalt binder seal coat shall consist of a minimum of one complete coverage with three pneumatic-tired rollers and shall begin immediately behind the aggregate spreader. The distance between the rollers and the aggregate spreader shall not exceed 60 m at any time during the spreading of aggregate operations.
- C. A minimum of 3 complete coverages, after the initial coverage, shall be made with pneumatic-tired rollers on the modified asphalt binder seal coat. Each coverage of the roller shall be as defined in Section 39 6.03, "Compacting," of the Standard Specifications.
- D. An initial brooming shall be performed after completion of the final rolling and prior to routing public traffic on the modified asphalt binder seal coat.
- E. The final roller coverage shall be made with one steel wheel roller weighing 7.25 tons minimum and 9 tons maximum. The roller shall be operated in the static mode only.

Sweeping shall be a multi step operation following final rolling of the Aggregate. Loose Aggregate shall be removed from the roadway surface and abutting adjacent areas. Loose Aggregate shall be disposed of at least 46 m from the nearest waterway.

The Contractor shall be responsible for any damages to the vehicles, pedestrians and residents due to loose aggregate. The Contractor is responsible for additional sweeping if requested by the Engineer. **If additional sweeping is not performed within 24 hours of the engineer's request, the Contractor shall pay an administrative penalty of \$300.00 per calendar day for each street requested.**

Maintaining Traffic - Contractor shall provide temporary C6 "LOOSE GRAVEL" with 15-MPH speed limit signs installed at the entrance and at 150 feet intervals on both sides of the streets.

Pilot cars shall be sufficiently available to continuously convoy and control traffic. Pilot cars used to convoy or otherwise control traffic shall have radio contact with each other and other personnel in the work area. Pilot cars shall use only traffic lanes open to public traffic.

Slurry Seal

Slurry seal shall be applied as describes in Item No. 1 “Slurry Seal (Type II) to Place” of these Special Provisions.

The slurry seal coat shall be applied no sooner than seven (7) calendar days and no later than fourteen (14) calendar days after the modified asphalt binder seal coat is applied. If the Contractor fails to slurry seal over the modified asphalt binder seal within the time period allowed, the Contractor shall pay an administrative penalty of \$250 per calendar day for each street that is not slurry sealed.

Measurement and Payment

Measurement for payment shall be taken from edge of pavement to edge of pavement, or from lip of the gutter to lip of gutter.

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 in placing modified asphalt binder cape seal, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 4 - BIKE TRAIL SEAL COAT TO PLACE

Bike trail seal coat shall consist of mixing asphaltic emulsion, aggregate, polymer and water and spreading the mixture on pavement surfaces. Seal coat shall be applied as shown on the plans and in conformance with these special provisions.

Materials

Asphaltic emulsion shall be either grade SS1h or CSS1h and shall conform to the provisions in Section 94, “Asphaltic Emulsions,” of the Standard Specifications, except that in Tables 1 and 2, the values for penetration at 25° C, in the tests on residue from distillation, shall be a minimum of 20 to a maximum of 60. Clay stabilized emulsion with a solids content of not less than 45 percent by mass may be used.

Mineral aggregate components shall be clean, hard, durable, uncoated particles that are free from decomposed material, organic materials and other deleterious substances. The percentage composition, by mass, of the aggregate shall be 100 percent passing the #16 mesh sieve.

At least 2 weeks prior to their intended use, the Contractor shall furnish samples of aggregate from the source the Contractor proposes to use for the project. The samples shall have been processed in a manner representative of that for the material to be used in the work.

Polymer Additive shall be a commercial quality polymer formulated for the purpose intended. The Contractor shall submit the manufacturer’s product data information for the proposed polymer at least 7 working days prior to use.

Water shall be potable and of such quality that the water will not separate from the emulsion before the material is placed in the work.

Oil seal primer shall be a quick-drying emulsion with suitable admixtures manufactured specifically for the purpose of isolating the seal coat from residual oils, petroleum grease, and gasoline stained pavements. The properties of the oil seal primer shall be compatible with the new seal coat material. The Contractor shall submit the manufacturer's product data information of the material proposed for use at least 7 working days prior to use.

Mix Design and Certification

At least 7 working days before seal coat placement, the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix designs for the specific materials to be used in the project.

A laboratory capable of performing the applicable tests shall perform the tests and mix designs. The proposed mixture shall conform to the following requirements of the following tests:

Test Description	Test Method	Requirement	
		min.	max.
Weight (per gallon)	ASTM Designation: D 244	9.0 lbs	---
Cone Penetration, mm	California Test 413	340	700
% Non-Volatile % Non-Volatile soluble in Tri-clorethylene	ASTM Designation: D 2042*	50 10	35
Wet Track Abrasion, g/m2	ASTM Designation: D 3910	---	380
Dried Film Color		Black	---
Viscosity	ASTM Designation: D 562	75KREB	---

*Weigh 10 grams of homogenous product into a previously tared, small ointment can. Place in constant temperature oven at 165°C ± 5°C for 90 minutes ± 3 minutes. Cool, reweigh and calculate non-volatile components as a percent of the original weight.

The laboratory that performs the tests and mix designs shall prepare a signed report that contains the following: results of the tests on individual materials, comparisons of the test results to the specifications, and the amount of water that is allowed to be added on site. Previous laboratory reports covering the same materials may be accepted, provided that the reports were prepared during the same calendar year.

No substitution of other mix designs for seal coat material will be permitted unless the material proposed for substitution are tested and a laboratory report is submitted for the substituted design as specified above.

The Contractor shall furnish a Certificate of Compliance to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications. The certificate shall certify that the seal coat material conforms to the special provisions.

Proportioning

Seal coat mixture shall be produced by informally blending asphaltic emulsion, aggregate, water, and admixtures in a central plant capable of producing a finished product conforming to these special provisions. Components shall be measured by electronic or mechanical controls that consistently proportion the additives. Blending the admixtures with the base asphaltic emulsion shall be by mechanical means to provide a uniform mixture.

Seal coat shall be stored in a tank equipped with power driven mixing or agitation equipment capable of keeping the stored material thoroughly and uniformly mixed. The stored material shall be protected from freezing in cold weather conditions.

Seal coat shall contain a minimum of 2 percent polymer by volume of the undiluted asphaltic emulsion material. The polymer shall be added on site and verified by the Engineer.

Water may be added at the project site in conformance with the manufacturer's recommendations for consistency and spreadability, but shall not exceed 15 percent by volume.

Surface Preparation

Pavement surfaces to receive bike trail seal coat shall be cleaned of oil and grease spots, dirt, clay, dust, and other deleterious materials that might adversely affect bonding of the seal coat. Cleaning shall be done by air blowing, vacuum, mechanical sweeper, washing, or other methods approved by the Engineer. Solvents shall not be used for cleaning pavement.

When detergents are used in the washing method for cleaning the pavement surface, the pavement shall be thoroughly rinsed with water before application of the seal coat. Detergents shall not be used that will adversely affect the pavement surface or the seal coat, as determined by the Engineer. The surface shall not have standing water prior to the application of the seal coat.

After cleaning the existing pavement, remaining oil and grease spots shall be sealed with oil seal primer. The oil seal primer shall be applied in conformance with the manufacturer's recommendations.

Areas where oil or grease has penetrated the existing asphalt concrete, and cleaning, and applying oil seal primer or tack coat are insufficient to produce an acceptable surface to receive the seal coat shall be repaired as directed by the Engineer. Repairing these asphalt concrete areas will be paid for as extra work in conformance with the provisions in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Application

Application of the seal coat shall be performed by mechanical means using rubber faced squeegees, brooms, distributor bars, spray wands, any combination of these methods, or other techniques approved by the Engineer.

Seal coat material sampled at the project site shall be sealed within 30 minutes of placement and shall be the finished, undiluted material.

Immediately prior to application of the seal coat, the pavement surface shall be dampened, as directed by the Engineer. A distributor truck or other equipment approved by the Engineer shall be used to apply the water. The surface shall not have any standing water prior to application of the sealant.

The seal coat shall be applied in one or more applications and shall be uniform and free flowing, free of lumps and other inconsistencies. If, after the addition of the maximum allowable water volume, the mixture does not produce a seal coat as specified, the seal coat will be rejected and shall be removed, at the Contractor's expense, from the site in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications. Replacement seal coat, conforming to the special provisions, shall be furnished and applied.

Two coats of the seal coat shall be applied. The first seal coat shall be thoroughly dry prior to application of subsequent coats.

Seal coat shall be applied uniformly in a continuous manner so that no ridges or uncoated areas shall exist. Seal coat shall be applied at a total rate of 40 gallons per 1,000 square feet, not including added water.

Seal coat shall not be applied when the ambient temperature is less than 55°F or the surface temperature is less than 60°F. Seal coat shall not be applied within 24 hours of rain or within 24 hours prior to forecasted rain, freezing temperatures, during rain, or when the surface contains standing water. The Contractor shall notify the Engineer to inactivate the irrigation control system not less than 5 days prior to applying the seal coat. Irrigation watering will be kept off the area to be seal coated for at least 24 hours prior to and at least 24 hours after the application of the seal coat.

Upon completion of the final application, the area shall be protected from traffic or equipment for a period of not less than 24 hours.

Striping shall be applied only after the seal coat has thoroughly dried.

Measurement and Payment

Measurement for payment shall be taken from edge of pavement to edge of pavement, or from lip of the gutter to lip of gutter.

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 in placing bike trail seal coat, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 5 - BIKE TRAIL CRACK SEAL TO PLACE

Bike trail crack seal shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Caltrans Standard Special Provisions SSP 37-400, Section 94 of the State Standard Specifications, and these Special Provisions.

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

ITEM NO. 6 - BIKE TRAIL BASE REPIAR

This item shall consist of removing and replacing asphalt concrete, base, and native material in bike trails shown in the Appendix and as directed by the Engineer.

For all areas requiring base repair, the contractor shall grind the existing asphalt concrete pavement and underlying base to a depth of 4 (four) inches or as directed by the Engineer and backfill the resultant excavation with Type "A" asphalt concrete as specified in these special provisions and as directed by the Engineer. Asphalt concrete and emulsion tack-coat shall conform to these Special Provisions.

Cut lines with the existing pavement that is to remain shall be vertical, straight, and uniform having a clean, sharp edge. Cut lines shall be constructed parallel and/or at right angles to the direction of traffic flow.

The subgrade material remaining in place shall be graded to a plane, brought to optimum moisture content, and the upper one-half foot (0.5') compacted to not less than ninety-five percent (95%) relative compaction. Areas of the grading plane that are low as a result of over excavation shall be filled, at the Contractor's expense, with Type "A" asphalt concrete.

Base repair shall conform to Section 22, of the Standard Specifications, Sections 19 and 39 of the State's Standard Specifications, these special provisions and as directed by the Engineer.

1. The nominal compacted thickness is specified in the Special Consideration Section these Special Provisions. The actual base repair thickness shall not vary more than one-quarter inch (1/4") from the nominal thickness specified.
2. Type A, 3/4" maximum aggregate, coarse shall be used in base repair as specified in the Special Considerations Section of these Special Provisions. Asphalt binder to be mixed with the aggregate shall be performance graded asphalt binder PG 70-10 and shall conform to Section 92-1.02(B) of the State Standard Specifications. The Contractor shall be responsible for furnishing to the Engineer the design of a job-mix formula, which shall be prepared by an approved testing laboratory.

3. Placement of asphaltic concrete shall not occur until the Contractor has received approval of the job-mix formula (including test results) submitted in accordance with the Standard Specifications, and these Special Provisions.
4. Where directed by the Engineer, suitable feathered connections to existing pavement shall be made using a No. 4 maximum grading aggregate or a 3/8" maximum grading aggregate, in conformance with State Specifications, Section 39.
5. Transverse paving joints shall be checked with a ten-foot straight edge. When a ten foot straight edge is placed across the transverse joint and parallel to the street centerline, the transition between finished surface and existing pavement shall not vary more than one-quarter inch (1/4") from the bottom of the straight edge.

The elevation difference between new and existing pavement at joints constructed where the work intersects existing cross-streets, and at asphaltic concrete curb ramps, shall not exceed 1/8". Conformance to this requirement shall be checked by measuring the elevation difference between the existing pavement and the bottom edge of a four foot (4') straight edge. The straight edge shall be placed on the new asphaltic concrete surface in a direction perpendicular to the street centerline, and with one end directly over the joint. It shall be held to the new pavement such that the greatest portion of its length abuts the pavement surface.

Any variations exceeding these limits or the tolerance requirements of Section 22-8 of the Standard Specifications, shall be corrected by a method approved by the Engineer. Heating of the asphalt directly with an open flame or blowtorch and re-raking will not be permitted. The Contractor shall make every effort to implement the corrective measures on the same day as the asphaltic concrete was placed, or as soon thereafter as is practicable.

When constructing paving joints between new and existing pavement, the larger aggregate, which segregates from the mix during raking, shall be raked off of the fresh mat, and shall be discarded. All such waste material from paving operations shall be removed from the site at the end of the day.

6. Longitudinal paving joints shall coincide with the edges of proposed traffic lanes, except that on streets in which traffic striping tape is to be inlaid, longitudinal joints shall be constructed at a one foot (1') offset from the lane line. The Engineer may permit other patterns of placing longitudinal joints if he considers that such patterns will not adversely affect the quality of the finished product. Longitudinal joints shall not coincide with the wheel paths of traffic lanes.
7. The Contractor shall cooperate with City forces in establishing a rolling pattern that will insure the obtainment of the maximum possible density in the compacted asphaltic concrete surface in accordance with Section 22-8 of the Standard Specifications. Where the specified thickness of AC to be placed exceeds two and a half inches (2.5"), or where directed by the Engineer, compaction shall be achieved in

two lifts. Compaction around the ends of median islands shall be achieved by the use of a hand operated vibrating plate type compaction device immediately after placement of the asphaltic concrete.

9. Immediately after compaction operations are completed, the Contractor shall place, in a neat line, yellow temporary reflective raised pavement markers to delineate previously existing centerlines, and white temporary reflective raised pavement markers to delineate existing travel lanes. The temporary pavement markers shall be, at the option of the Contractor, one of the removable types listed elsewhere in these Special Provisions, or approved equal. Markers shall be spaced at a minimum of 25' and a maximum of 50' apart or as directed by the Engineer. All work necessary, including any lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor.

Full compensation for furnishing and placing the temporary reflective raised pavement markers will not be paid separately but will be considered as included in the prices paid per ton of asphalt concrete.

10. All travel lanes shall be paved substantially equal at the end of the day.
11. Excavated material shall be the property of the Contractor and shall be disposed of away from the project site. The Contractor shall have written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

Payment shall be made at the unit price bid square foot and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in removing and replacing bike trail base repair as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 7 - TRAFFIC STRIPE (4" & 6") TO REMOVE

ITEM NO. 8 - TRAFFIC STRIPE (8") TO REMOVE

ITEM NO. 9 - TRAFFIC STRIPE (12") TO REMOVE

ITEM NO. 10 - PAVEMENT MARKINGS TO REMOVE

Thermoplastic and preformed traffic stripes and markings 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 and markings 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 be required to provide and submit to the Engineer a weekly schedule of work for each week showing a list of streets in order of performance at least one week prior to performing any work. A contact person and phone number of responsible parties shall be affixed to this list. The Contractor shall also provide, to the Engineer, a list of all striping and marking quantities removed by each day worked, by 10:00 AM the following day.

The Contractor shall place temporary markers prior to removing traffic control measures during the striping and markings removal operation. Temporary markers shall be maintained until permanent striping and markings are in place. See section 1.25.

Measurement

Traffic stripes shall be measured in lineal foot of material removed. No payment will be made for gaps in broken traffic stripes. Double center stripes shall be paid as two (2) four-inch (4") stripes. Twelve-inch traffic stripes are defined as both transverse and longitudinal lines, which include 12" limit lines and 12" crosswalks stripes. 24" limit lines shall be considered as two 12" stripes.

Pavement markings shall be measured in square foot of material removed. Pavement markings are defined as, but not limited to, word and symbol markings, parking brackets, and "Triple-four" crosswalks.

The quantities of traffic stripes and pavement markings may be adjusted, deleted, or omitted as directed by the Engineer to meet the existing requirements. No adjustment to the unit price bid will be made because of a change in quantity from the Engineer's estimate.

Payment shall be at the unit price bid per lineal foot of traffic stripes and by square feet for markings and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with removing traffic stripes and markings as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 11 - RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE

Raised reflective pavement markers 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.

The cost of removing existing raised reflective pavement markers shall be included in this item of work.

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

- ITEM NO. 12 - THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE
- ITEM NO. 13 - THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE
- ITEM NO. 14 - THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE
- ITEM NO. 15 - THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE
- ITEM NO. 16 - THERMOPLASTIC PAVEMENT MARKING TO PLACE
- ITEM NO. 17 - PAINTED TRAFFIC STRIPE (4") TO PLACE
- ITEM NO. 18 - PAINTED TRAFFIC STRIPE (6") TO PLACE
- ITEM NO. 19 - PAINTED PAVEMENT MARKING TO PLACE

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.

All painted traffic stripes and markings shall be placed on F Street bounded by 16th Street and 25th Street (Map No. 13). All other locations shall receive the thermoplastic material.

The Contractor shall be required to provide and submit to the Engineer a weekly schedule of work for each week showing a list of streets in order of performance at least one week prior to performing any work. A contact person and phone number of responsible parties shall be affixed to this list. The Contractor shall also provide, to the Engineer, a list of all striping and marking quantities installed by each day worked, by 10:00 AM the following day.

The Contractor shall place the striping and markings after the resurfacing has been set for three (3) calendar days, but no later than seven (7) calendar days after resurfacing. If the Contractor fails to place the striping and markings in the time period allowed, the Contractor shall pay liquidated damages of \$500 per calendar day for each street that is not completed.

Any concrete bridge decks encountered within the limits of a street being sealed shall be striped in conjunction with the street even though the decks themselves have not been slurry sealed.

The City shall provide a striping inventory for each area resurfaced, which will receive pavement striping and markings. This information shall be provided to the Contractor at the pre-construction meeting.

Measurement

Traffic stripes shall be measured in lineal foot of material placed. No payment will be made for gaps in broken traffic stripes. Double center stripes shall be paid as two (2) four-inch (4") stripes. Twelve-inch traffic stripes are defined as both transverse and longitudinal lines, which include 12" limit lines and 12" crosswalks stripes. 24" limit lines shall be considered as two 12" stripes.

Pavement markings shall be measured in square foot of material placed. Pavement markings are defined as, but not limited to, word and symbol markings, parking brackets, and "Triple-four" crosswalks.

The quantities of traffic stripes and pavement markings may be adjusted, deleted, or omitted as directed by the Engineer to meet the existing requirements. No adjustment to the unit price bid will be made because of a change in quantity from the Engineer's estimate.

Payment shall be at the unit price bid per lineal foot of traffic stripes and by square feet for markings and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing traffic stripes and markings as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 20 - PAVEMENT GRINDING AT CURB RAMPS

This item shall consist of grinding pavement in front of identified curb ramps to provide a smooth transition at the joint between the asphalt pavement and the concrete gutter. Grinding shall take place across the entire length of the accessible portion of the curb ramp plus an additional two feet on both ends.

All identified curb ramps are located in areas receiving a modified asphalt binder cape seal. Grinding shall occur after modified asphalt binder seal coat is placed but before slurry seal is placed.

Payment shall be at the unit price bid per each curb ramp and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals to perform all work involved in grinding pavement, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 21 - MAINTENANCE HOLE TO RAISE

Maintenance hole heads shall be raised to conform to the grade of the new surface in accordance with these Special Provisions.

Maintenance holes to be raised will be located in roadways that receive a modified asphalt binder cape seal. After the resurfacing is complete, the Engineer will determine which maintenance holes require rising.

Maintenance hole heads shall be brought to the new grade by raising the head in conformance with Paragraph 25-4 of the Standard Specifications, except that when the space between the top of the excavated maintenance hole and the bottom of the casting to be set exceeds three inches (3"), the space shall be reduced to one inch (1") or less by the use of grade rings. The requirement for adding or removing risers to keep the maintenance hole head between six inches (6") and eighteen inches (18") from top of cone to finish grade may be waived upon approval of the Engineer.

The use of separate extension ring castings will not be permitted.

Excavation to raise maintenance hole heads to the new pavement grade, shall be such that there is a minimum of one foot (1') clear space between the rim of the casting to be installed and the circumference of the excavated pavement. The minimum depth of the annular region formed shall be two inches (2") below the finish grade of the casting flange.

Castings shall be thoroughly cleaned of all loose or cracked Portland Cement Concrete prior to reinstallation, and the excavated area and casting shall be thoroughly wetted prior to receiving mortar or concrete. The mortar and concrete used shall be hand placed or shovel sliced so that all voids between the existing head and casting are filled.

Asphalt patch shall consist of 3/8" maximum aggregate in conformance with Section 39.202 of the State Specifications.

The finished grade of the maintenance hole head and asphaltic concrete placed around it shall be checked with a straight edge. When a straight edge of sufficient length to span the diameter of the cut pavement surface is placed across the center of the maintenance hole, in either a perpendicular or parallel direction with respect to the street centerline, the distance between the bottom of the straight edge and either the top of the casting, existing pavement surface, or asphaltic concrete in the annular region, shall not exceed one-quarter inch (1/4") when measured within the outer circumference of the annular region.

Maintenance hole raising in any section of street shall be fully completed during the workday so as to permit full use by traffic at the end of the workday.

Raising maintenance hole heads must be completed within 10 working days of placing the cape seal. All debris, which enters the maintenance hole as a result of this operation, shall be removed immediately after raising the maintenance holes. The Contractor is responsible for damage done to traffic striping placed by another Contractor.

Maintenance hole heads as used in this item include all City- and County owned utility maintenance holes (such as, but not limited to: sewage, drainage, water, and fire and police alarm systems) and other maintenance holes as directed by the Engineer.

This item shall include the cost of raising monitoring wells and communication vaults.

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 raising maintenance hole heads, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 22 - WATER VALVE BOX TO RAISE

Water valve boxes shall be raised to the grade of the new pavement surface. This item shall also include furnishing and placing new water valve boxes and steel standpipes (risers) and liners as required by the Engineer. All debris, which enters the water valve box as a result of this operation, shall be removed immediately after raising the water valve box. All work shall meet the applicable requirements of Sections 27 and 38 of the Standard Specifications, and these Special Provisions.

Water valves to be raised will be located in roadways that receive a modified asphalt binder cape seal. After the resurfacing is complete, the Engineer will determine which water valves require rising.

The Contractor will notify the Division of Water (433-5271) one (1) week prior to the raising of water meters.

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.

Existing cast iron water valve boxes may be reused if the valve box covers and framers are not damaged, deficient or broken. Installation shall be in accordance with details SD-10 and SD-11 of Section 38 of the Standard Specifications. All other valve boxes shall be replaced with a new valve box conforming to detail SD-9 and installed in accordance with detail SD-11. Unused water valve boxes shall become the property of the Contractor and shall be disposed of away from the project site.

All standpipes shall extend a minimum of two inches (2") into the raised water valve boxes. Extension of eight-inch (8") diameter standpipes not meeting this requirement shall be accomplished by the methods shown on detail SD-11 of Section 38 of the Standard Specifications. Standpipes that are damaged or broken, and existing six-inch (6") standpipes, which cannot be lengthened to meet this requirement by welding on a steel standpipe extension, shall be removed and replaced. Standpipe shall be free of burrs and sharp edges. Installation of new standpipe shall conform to the provisions of detail SD-8.

The finished grade of raised water valve boxes shall be checked with a straight edge. When a straight edge is placed across the valve box, the distance between the bottom of the straight edge and either the valve box, existing pavement surface, or asphaltic concrete placed around the valve box, shall not exceed one-quarter inch (1/4") when measured within the perimeter of the pavement cut.

Raising water valve boxes in any section of street shall be fully completed during the workday so as to permit full use of traffic at the end of the work day. Should the Contractor be unable to fully complete a water valve box by the above time, a temporary asphaltic cutback surface shall be placed in any depression so as to provide a smooth traveling surface until the water valve box can be fully completed. The use of barricades around incomplete water valve boxes during night hours is not permitted.

Asphalt patch shall consist of 3/8" maximum aggregate in conformance with Section 39.202 of the State Specifications.

Raising of sewer cleanouts and flushers are included in this item and shall conform to this item, "Water Valve Box to Raise."

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 raising water valve boxes, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 23 - SIGNS TO PLACE (POST REQUIRED)

ITEM NO. 24 - SIGNS TO PLACE (POST NOT REQUIRED)

Roadside signs and markers 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.

Approximately 60% of signs will be an R81 "Bike Lane" (24" x 18"). Approximately 20% of signs will be a D11-1 "Bike Route" (24" x 18"). Remaining 20% will be standard California MUTCD signs (30" x 36" or smaller).

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.

APPENDIX A

2011 Seal Coat Project (PN: R15112020)

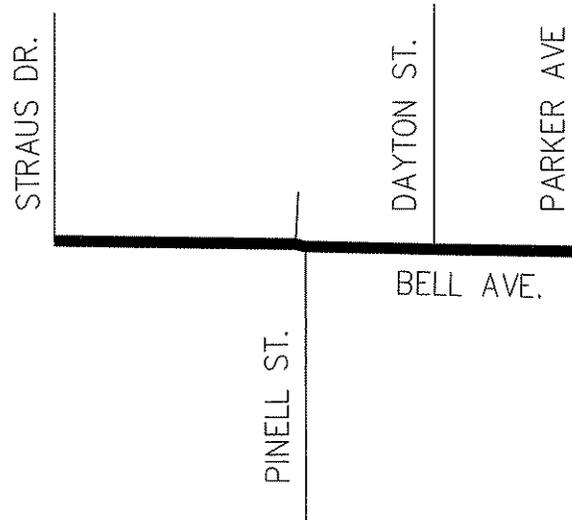
Map No.	Boundry	Council District	Type	Area (SY)
1	Bell Avenue bounded by Straus Drive and Parker Avenue.	2	Microsurfacing	6,088
2	Blumenfeld Drive bounded by Fee Drive and Arden Way.	4	Cape Seal	40,177
	Fee Drive bounded by State Route 160 and Blumenfeld Drive.			
	Joellis Way bounded by the west end and Fee Drive.			
	Tribute Road bounded by east end and Tribute Road.			
3	South Land Park Drive bounded by Fruitridge Road and 35th Avenue.	4	Microsurfacing	6,245
4	13th Street bounded by South Land Park Drive and South Land Park Drive	4	Microsurfacing	26,155
5	12th Avenue bounded by State Route 99 and Martin Luther King Boulevard.	5	Microsurfacing	13,038
6	Residential area bounded by Rio Tierra Avenue to the North, Haggin Avenue to the South, Regatta Drive to the West, and Northgate Boulevard to the East.	1	Cape Seal	121,339
7	Residential area bounded by Gloria Drive to the North, Freehaven Drive to the South, Interstate 5 to the West, and Lake Park Drive to the East.	4	Cape Seal	34,870
8	Residential area bounded by Encinal Avenue to the North, 47th Avenue to the South, 24th Street to the West, and the City limits to the East.	5	Slurry Seal	34,240
9	47th Avenue bounded by 24th Street and the City limits.	5	Microsurfacing	17,651
10	Residential area bounded by Valley Hi Drive to the North, Cosumnes River Boulevard to the South, Franklin Boulevard to the West, and Valley Green Drive to the East.	7	Cape Seal	59,047
11	H Street at 42nd Street	3	Microsurfacing	2,000
12	Bike Trails	8	Seal Coat	14,137
13	F Street bounded by 16th Street and 25th Street.	3	Striping Only	N/A
14	Honor Parkway bounded by Bridge Cross Drive and Regency Park Drive.	1	Striping Only	N/A
	Jerry Litell Way bounded by Honor Parkway and east elbow.			

Map No. 1
Microsurfacing
Council District 2

Bell Avenue bounded by Straus Drive and Parker Avenue.

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (S.Y.)
	From	To			
BELL AV	STRAUS DR	PARKER AV	1,370	40	6,088
	Total Sq Yds				6,088

Map No. 1 Council District 2 Microsurfacing



Map Contact
V. GRECHKO

0 500 1000 1500 2000

2011 Seal Coat Project
PN: R15112020

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Map No. 2

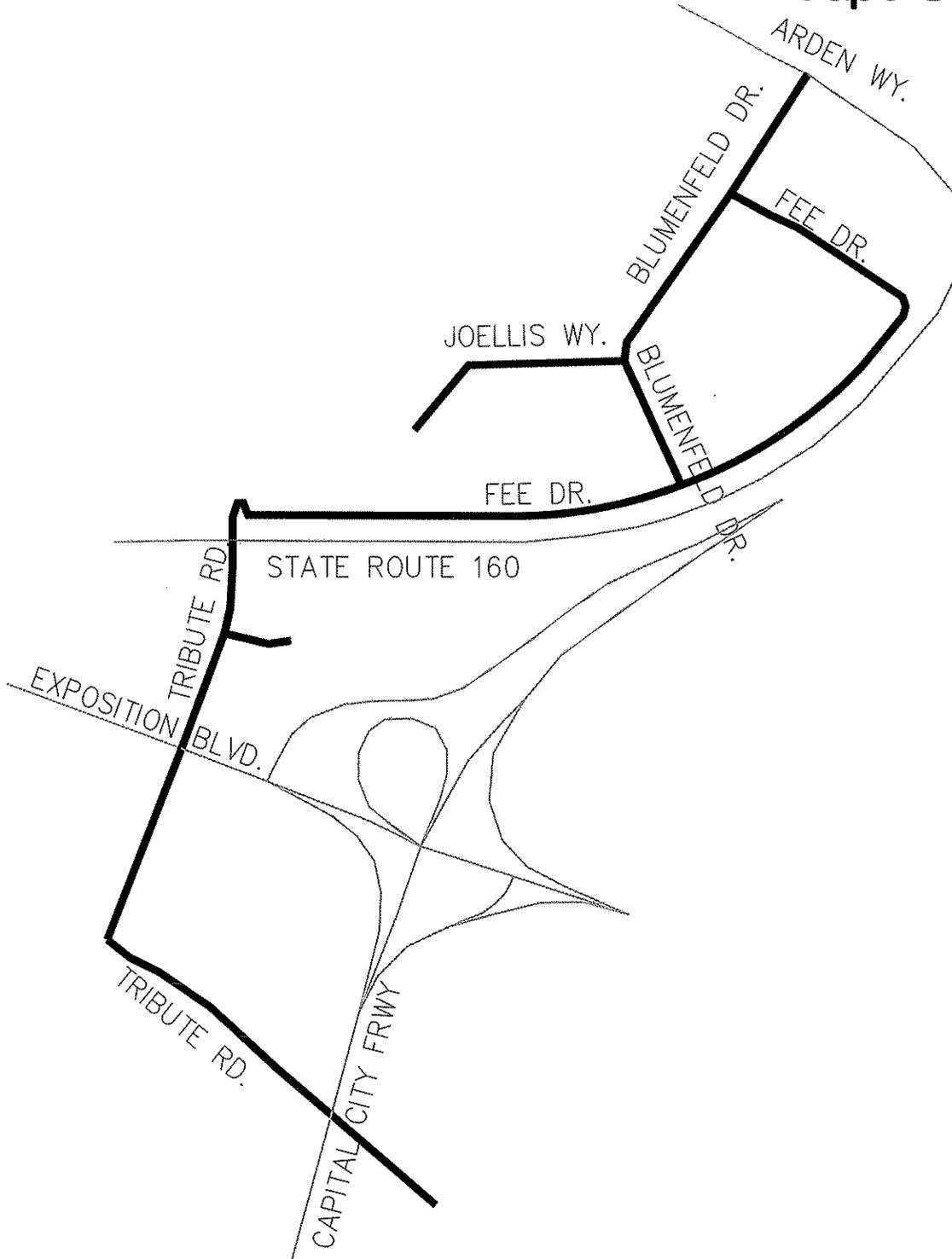
Cape Seal

Council District 3

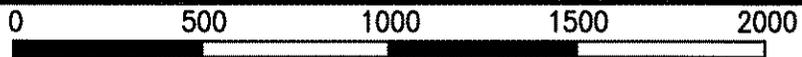
**Blumenfeld Drive bounded by Arden Way and Fee Drive
Fee Drive bounded by State Route 160 and Blumenfeld Drive
Joellis Way bounded by the west end and Blumenfeld Drive
Tribute Road bounded by Fee Drive and the east end**

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (S.Y.)
	From	To			
BLUMENFELD DR	ARDEN WY	FEE DR	1,878	42	8,764
FEE DR	SR160	BLUMENFELD DR	3,971	34	15,002
JOELLIS WY	WEST END	BLUMENFELD DR	980	26	2,831
TRIBUTE RD	FEE DR	EAST END	3,062	36	12,248
TRIBUTE RD CDC	TRIBUTE RD	EAST END	235	36	1,332
	Total Sq Yds				40,177

Map No. 2 Council District 3 Cape Seal



Map Contact
V. GRECHKO



2011 Seal Coat Project
PN: R15112020

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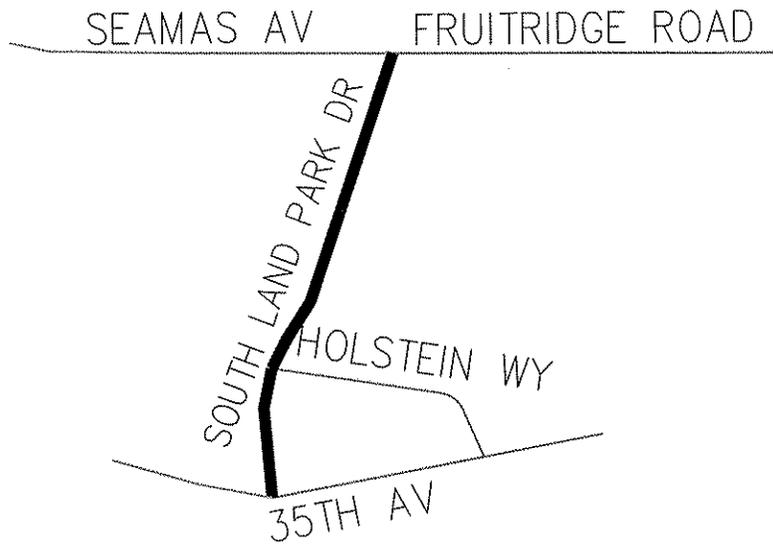


Map No. 3
Microsurfacing
Council District 4

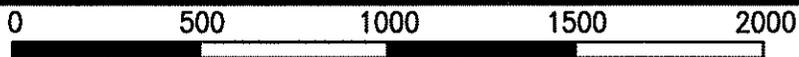
South Land Park Drive bounded by Fruitridge Road and 35th Avenue.

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (S.Y.)
	From	To			
SOUTH LAND PARK DR	35TH AV	FRUITRIDGE RD	1,249	45	6,245
	Total Sq Yds				6,245

**Map No. 3
Council District 4
Microsurfacing**



Map Contact
V. GRECHKO



**2011 Seal Coat Project
PN: R15112020**

FEB. 2011

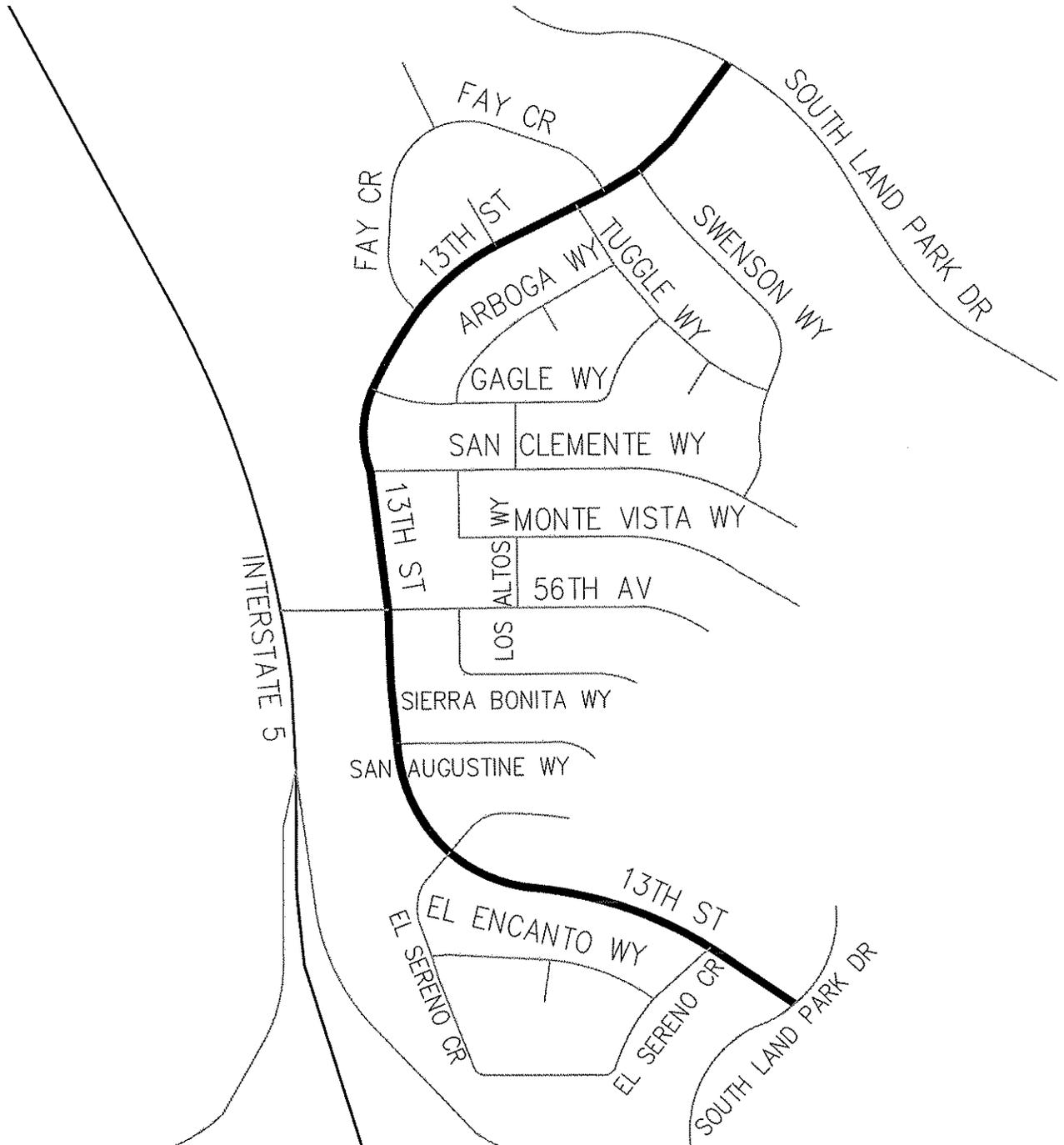


Map No. 4
Microsurfacing
 Council District 4

13th Street bounded by South Land Park Drive and South Land Park Drive

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (S.Y.)
	From	To			
13TH ST	S LAND PARK DR	S LAND PARK DR	5,231	45	26,155
	Total Sq Yds				26,155

Map No. 4 Council District 4 Microsurfacing



Map Contact
V. GRECHKO

0 600 1200 1800 2400

2011 Seal Coat Project
PN: R15112020

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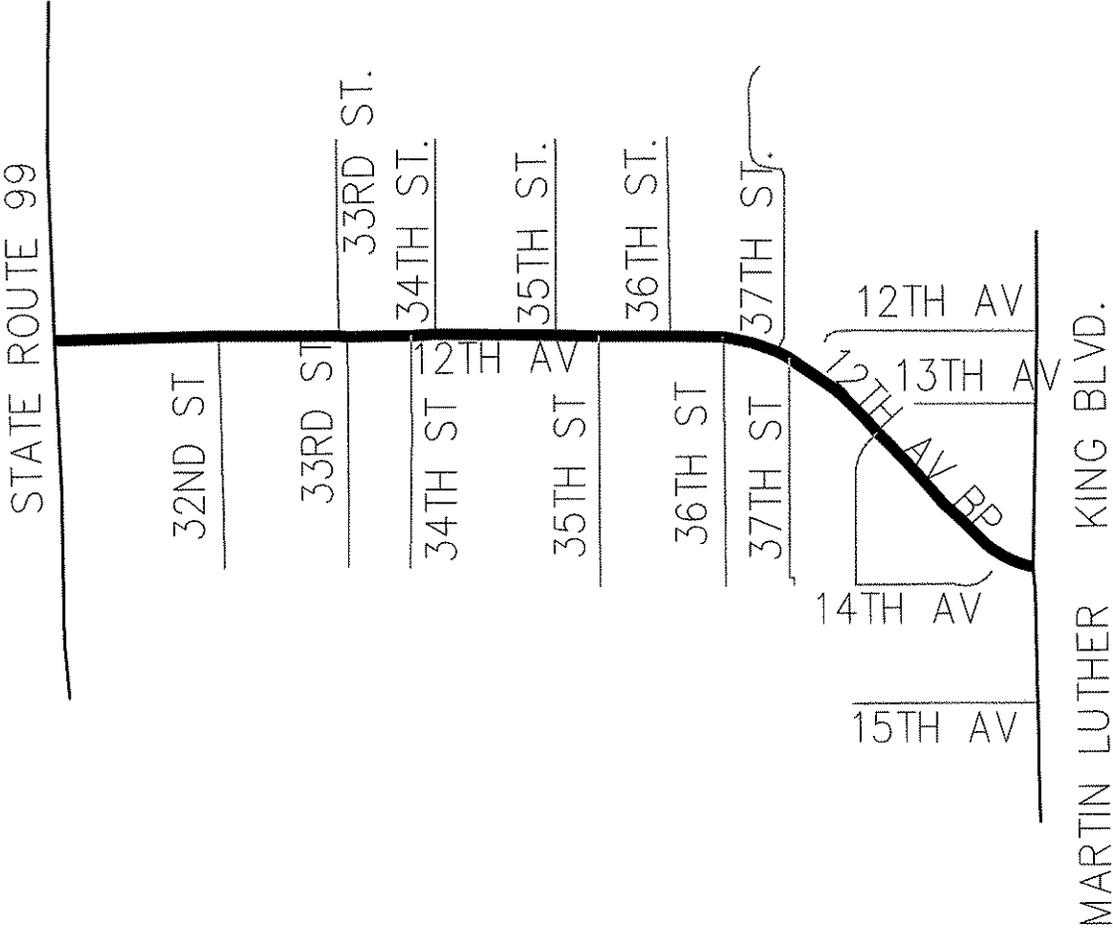


Map No. 5
Microsurfacing
 Council District 5

12th Avenue bounded by State Route 99 and Martin Luther King Boulevard.

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (S.Y.)
	From	To			
12TH AV	SR99 BRIDGE DECK	37TH ST	1,735	34	7,076
12TH AV BYPASS	37TH ST	MLK BL	1,489	30	5,962
	Total Sq Yds				13,038

**Map No. 5
Council District 5
Microsurfacing**



Map Contact
V. GRECHKO

0 500 1000 1500 2000

**2011 Seal Coat Project
PN: R15112020**

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Map No. 6

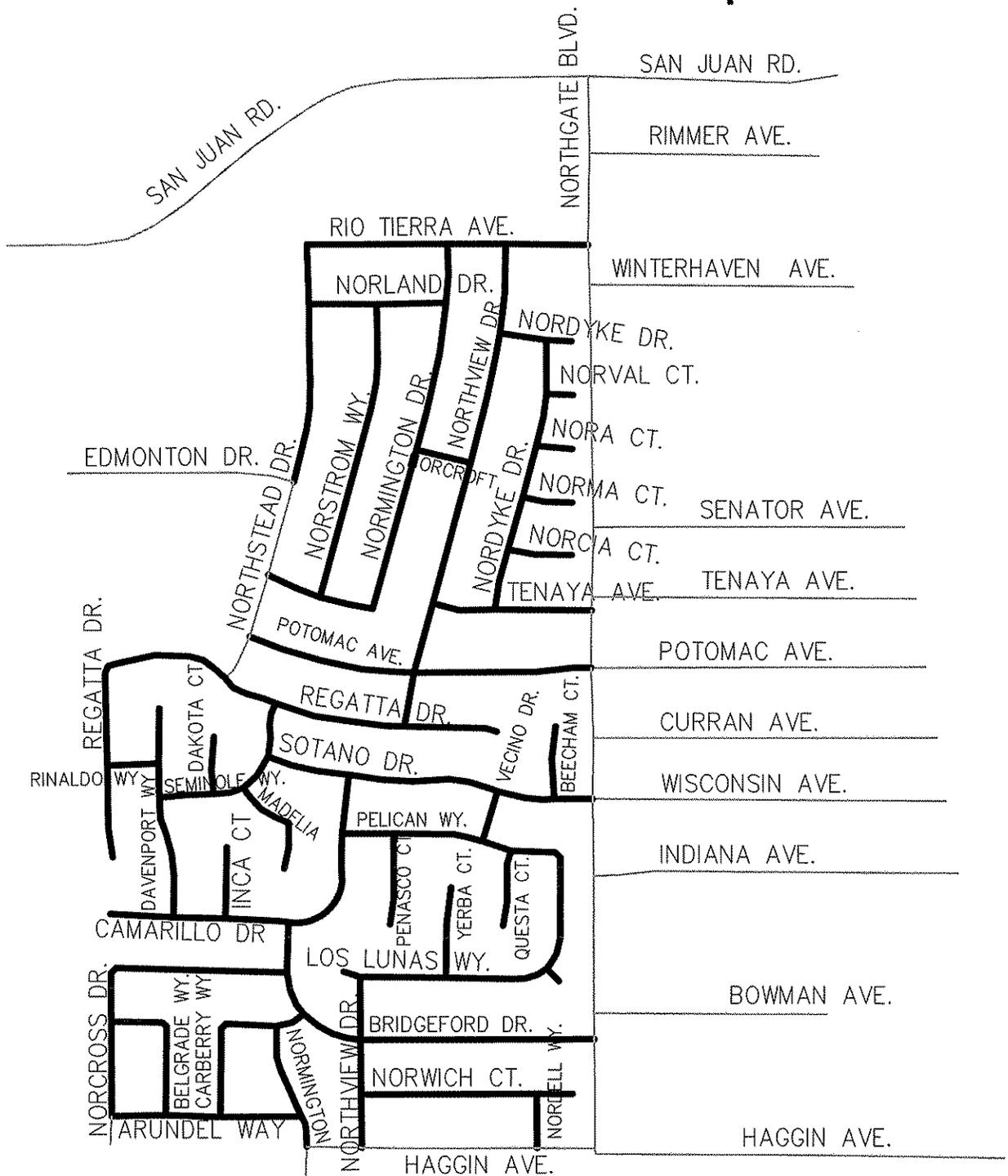
Cape Seal

Council District 1

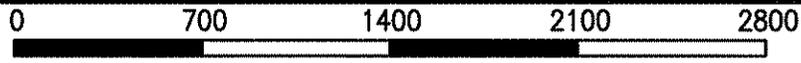
Residential area bounded by Rio Tierra Avenue to the North, Haggin Avenue to the South, Regatta Drive to the West, and Northgate Boulevard to the East.

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (S.Y.)
	From	To			
ARUNDEL WY	NORCROSS DR	NORMINGTON	891	26	2,575
BEECHAM CT	SOTANO DR	NORTH END	322	30	1,073
BELGRADE WY	NORCROSS DR	ARUNDEL WY	695	26	2,008
BRIDGEFORD DR	CAMARILLO DR	NORTHGATE BL	1,854	36	7,416
CAMARILLO DR	WEST END	SOTANO DR	1,672	26	5,957
CARBERRY WY	ARUNDEL WY	BRIDGEFORD DR	839	26	2,423
DAKOTA CT	SEMINOLE WY	NORTH END	263	31	906
DAVENPORT WY	CAMARILLO DR	NORTH END	979	27	2,937
INCA CT	CAMARILLO DR	NORTH END	325	30	1,083
LOS LUNAS WY	PELICAN WY	WEST END	1,516	28	4,716
LOS LUNAS CDC	LOS LUNAS WY	SOUTH END	72	28	224
MADELIA DR	SEMINOLE WY	SOUTH END	486	29	1,566
NORA CT	NORDYKE DR	EAST END	147	40	653
NORCIA CT	NORDYKE DR	EAST END	283	34	1,069
NORCROFT WY	NORMINGTON DR	NORTHVIEW DR	262	26	757
NORCROSS DR	ARUNDEL WY	BRIDGEFORD DR	1,518	26	4,385
NORDELL WY	HAGGIN AV	NORWICH CT	257	26	742
NORDYKE DR	TENAYA AV	NORTHVIEW DR	1,518	28	4,723
NORDYKE DR CDC	NORDYKE DR	EAST END	97	47	507
NORLAND DR	NORTHSTEAD DR	NORMINGTON DR	642	26	1,855
NORMA CT	NORDYKE DR	EAST END	216	36	864
NORMINGTON DR	HAGGIN AV	CARBERRY WY	599	26	1,731
NORMINGTON DR	NORTHSTEAD DR	RIO TIERRA AV	2,283	26	6,596
NORSTROM WY	NORMINGTON DR	NORLAND DR	1,412	26	4,079
NORTHSTEAD DR	EDMONTON DR	RIO TIERRA AV	1,134	45	6,048
NORTHVIEW DR	HAGGIN AV	LOS LUNAS WY	802	39	3,546
NORTHVIEW DR	REGATTA DR	RIO TIERRA AV	2,331	42	10,879
NORVAL CT	NORDYKE DR	EAST END	96	47	501
NORWICH CT	NORTHVIEW DR	EAST END	978	28	3,043
PELICAN WY	CAMARILLO DR	LOS LUNAS WAY	229	26	662
PENASCO CT	PELICAN WY	SOUTH END	408	29	1,315
POTOMAC AV	NORTHSTEAD DR	NORTHGATE BL	1,630	42	7,607
QUESTA CT	PELICAN WY	SOUTH END	348	30	1,160
REGATTA DR	SOUTH END	EAST END	2,787	27	8,361
RINALDO WY	REGATTA DR	DAVENPORT WY	244	26	705
RIO TIERRA AV	NORTHSTEAD DR	NORTHGATE BL	1,319	26	3,811
SEMINOLE WY	DAVENPORT WY	REGATTA DR	843	26	2,435
SOTANO DR	SEMINOLE WY	NORTHGATE BL	1,550	36	6,200
TENAYA AV	NORTHVIEW DR	NORTHGATE BL	754	26	2,178
VECINO DR	PELICAN WY	SOTANO DR	250	26	722
YERBA CT	LOS LUNAS WY	NORTH END	410	29	1,321
Total Sq Yds					121,339

Map No. 6 Council District 1 Cape Seal



Map Contact
V. GRECHKO



2011 Seal Coat Project
PN: R15112020

FEB. 2011

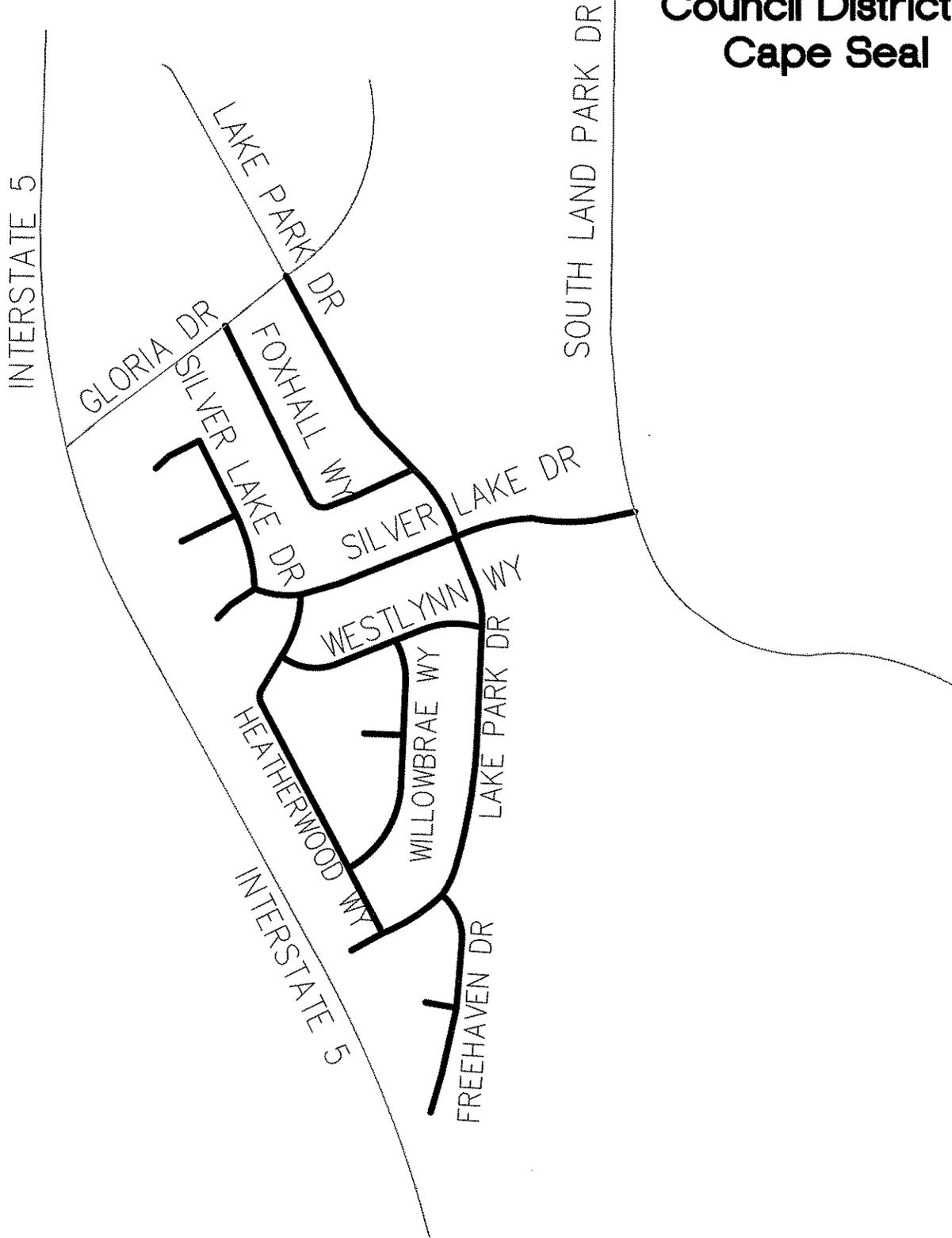


Map No. 7
Cape Seal
 Council District 4

Residential area bounded by Gloria Drive to the North, Freehaven Drive to the South, Interstate 5 to the West, and Lake Park Drive to the East.

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (S.Y.)
	From	To			
FOXHALL WY	GLORIA DR	LAKE PARK DR	1,049	25	2,914
FREEHAVEN DR	LAKE PARK DR	SOUTH END	783	35	3,045
FREEHAVEN DR CDC	FREEHAVEN DR	WEST END	103	35	401
HEATHERWOOD WAY	LAKE PARK DR	SILVER LAKE DR	1,289	25	3,580
LAKE PARK DR	GLORIA DR	SOUTH END	2,653	35	10,318
SILVER LAKE DR	S LAND PARK DR	END	2,029	35	8,011
SILVER LAKE DR CDC	SILVER LAKE DR	WEST END	180	45	900
SILVER LAKE DR CDC	SILVER LAKE DR	WEST END	204	45	1,020
WESTLYNN WY	HEATHERWOOD WY	LAKE PARK DR	712	25	1,978
WILLOWBRAE WY	HEATHERWOOD WY	WESTLYNN WY	842	25	2,339
WILLOWBRAE WY CDC	WILLOWBRAE WY	WEST END	131	25	364
	Total Sq Yds				34,870

**Map No. 7
Council District 4
Cape Seal**



Map Contact
V. GRECHKO



**2011 Seal Coat Project
PN: R1512020**

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Map No. 8

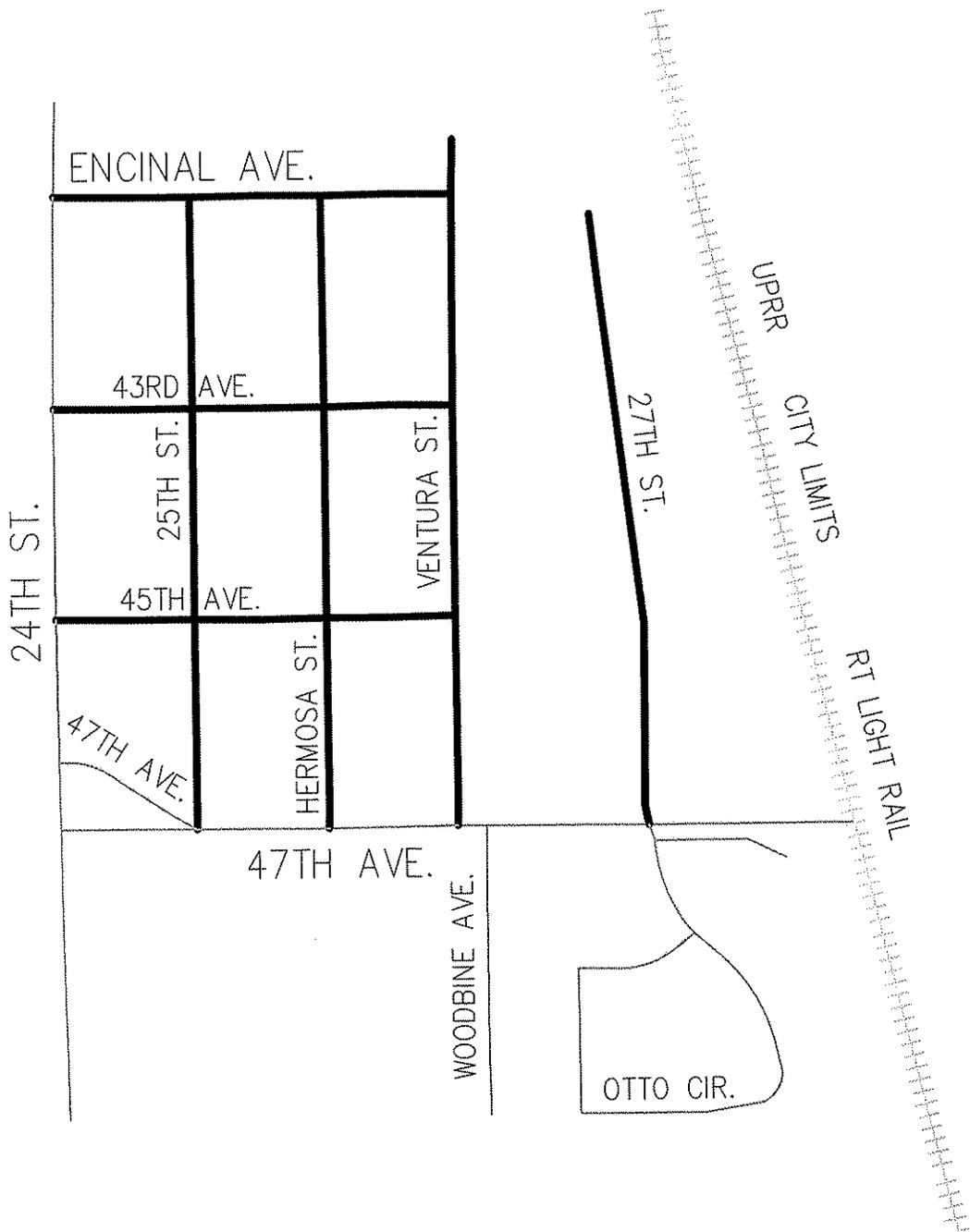
Slurry Seal

Council District 5

Residential area bounded by Encinal Avenue to the North, 47th Avenue to the South, 24th Street to the West, and the City limits to the East.

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (S.Y.)
	From	To			
25TH ST	47TH AV	ENCINAL AV	1,831	25	5,085
27TH ST	47TH AV	NORTH END	1,717	25	8,203
43RD AV	24TH ST	VENTURA ST	1,151	25	3,198
45TH AV	24TH ST	VENTURA ST	1,148	25	3,189
ENCINAL AV	24TH ST	VENTURA ST	1,152	31	3,968
HERMOSA ST	47TH AV	ENCINAL AV	1,831	25	5,086
VENTURA ST	47TH AV	NORTH END	1,984	25	5,511
	Total Sq Yds				34,240

Map No. 8 Council District 5 Slurry Seal



Map Contact
V. GRECHKO



2011 Seal Coat Project
PN: R15112020

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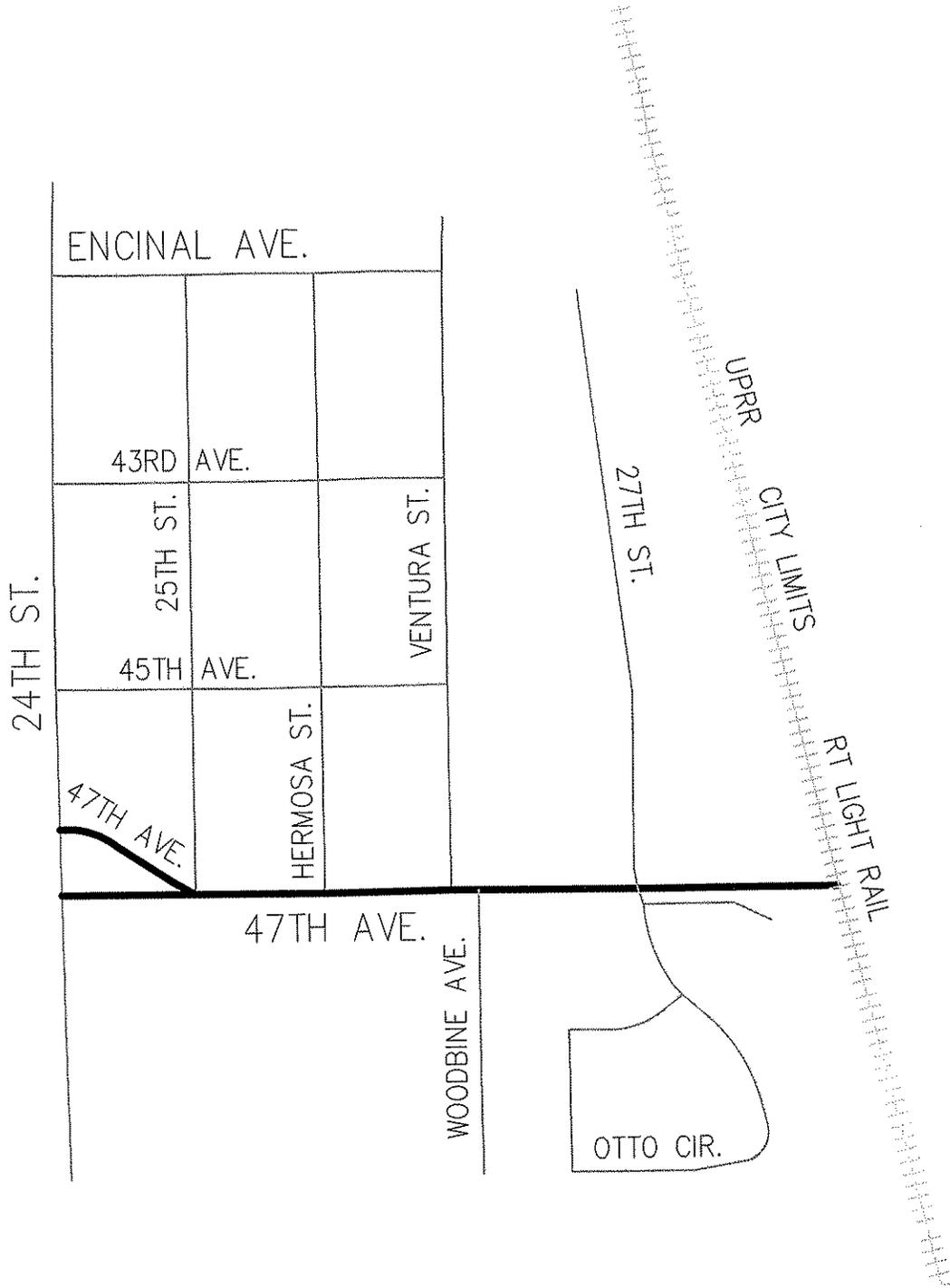


Map No. 9
Microsurfacing
Council District 5

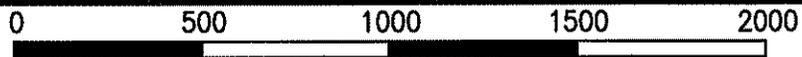
47th Avenue bounded by 24th Street and the City limits.

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (S.Y.)
	From	To			
47TH AV	24TH ST	CITY LIMITS	2,344	60	16,576
47TH AV EB	24TH ST	25TH STREET	387	25	1,075
	Total Sq Yds				17,651

Map No. 9 Council District 5 Microsurfacing



Map Contact
V. GRECHKO



2011 Seal Coat Project
PN: R15112020

FEB. 2011



Map No. 10

Cape Seal

Council District 7

**Residential area bounded by Valley Hi Drive to the North, Cosumnes River Boulevard to the South,
Franklin Boulevard to the West, and Valley Green Drive to the East.**

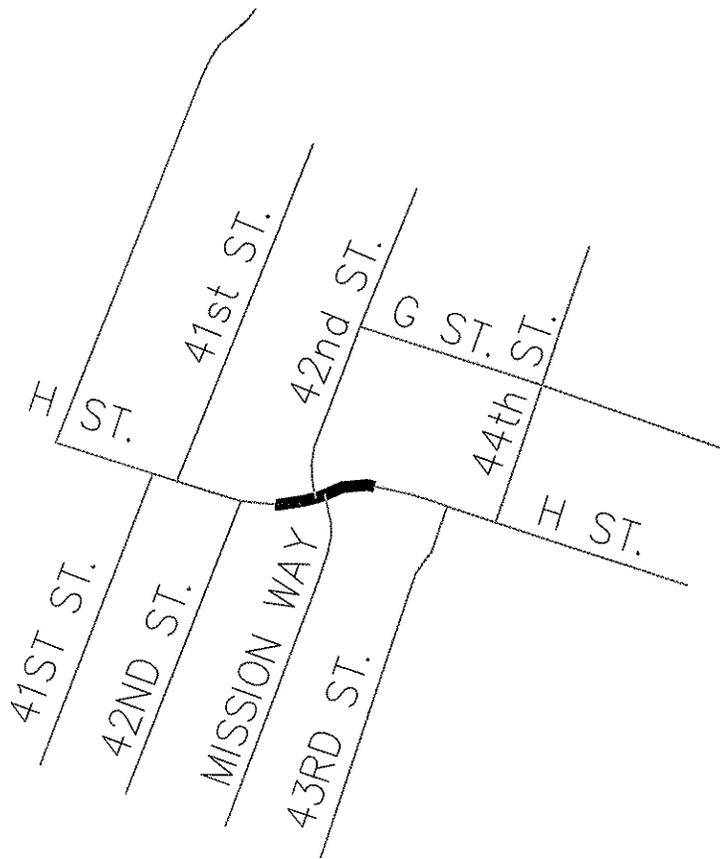
Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (S.Y.)
	From	To			
BECKET WY	FRANKLIN BL	KINGSDALE WY	598	35	2,326
CALLE ROYALE WY	FRANKLIN BL	BECKET WY	624	25	1,733
CAMINO ROYALE DR	FRANKLIN BL	EAST END	1,926	35	7,491
CORNINA CT	VILLA ROYALE WY	SOUTH END	115	25	319
GILPEN WY	VALLEY HI DR	SOUTH END	187	25	519
GOODWIN CR	LION GATE WY	LION GATE WY	955	25	2,653
HALKEEP WY	CAMINO ROYALE DR	VALLEY HI DR	752	30	2,404
KINGSDALE WY	CAMINO ROYALE DR	LION GATE WY	756	25	2,100
LIONGATE WY	KINGSDALE WY	HALKEEP WY	954	25	2,650
MAJORCA CR	YVONNE WY	YVONNE WY	1,232	25	3,422
MEADOW PARK WY	VALLEY HI DR	VALLEY HI DR	1,612	25	4,477
NUNES CT	MEADOW PARK WY	NORTH END	79	31	272
PAVIA WY	YVONNE WY	YVETTE WY	821	25	2,281
PEGLER WY	CAMINO ROYALE DR	VALLEY HI DR	645	35	2,508
PITCAIRN CT	VILLA ROYALE WY	NORTH END	208	25	578
PONCIA CT	VILLA ROYALE WY	NORTH END	218	25	606
PORT ROYALE WY	YVONNE WY	YVETTE WY	804	25	2,233
SAN REMO WY	YVONNE WY	YVETTE WY	837	25	2,325
VALLEY GREEN DR	VALLEY HI DR	SOUTH END	1,468	35	5,709
VILLA ROYALE WY	CAMINO ROYALE DR	YVONNE WY	1,258	25	3,494
WEOTT CT	VALLEY HI DR	SOUTH END	100	46	511
YVETTE WY	VALLEY GREEN DR	WEST END	955	25	2,653
YVONNE WY	CAMINO ROYALE DR	VALLEY GREEN DR	2,082	25	5,783
Total Sq Yds					59,047

Map No. 11
Microsurfacing
Council District 3

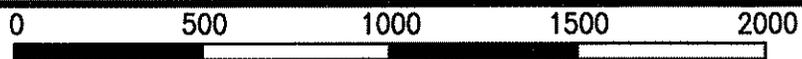
H Street at 42nd Street

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (S.Y.)
	From	To			
H ST	42ND ST	210 FT WEST OF 42ND ST	210	50	1,167
H ST	42ND ST	150 FT EAST OF 42ND ST	150	50	833
	Total Sq Yds				2,000

**Map No. 11
Council District 3
Microsurfacing**



Map Contact
V. GRECHKO

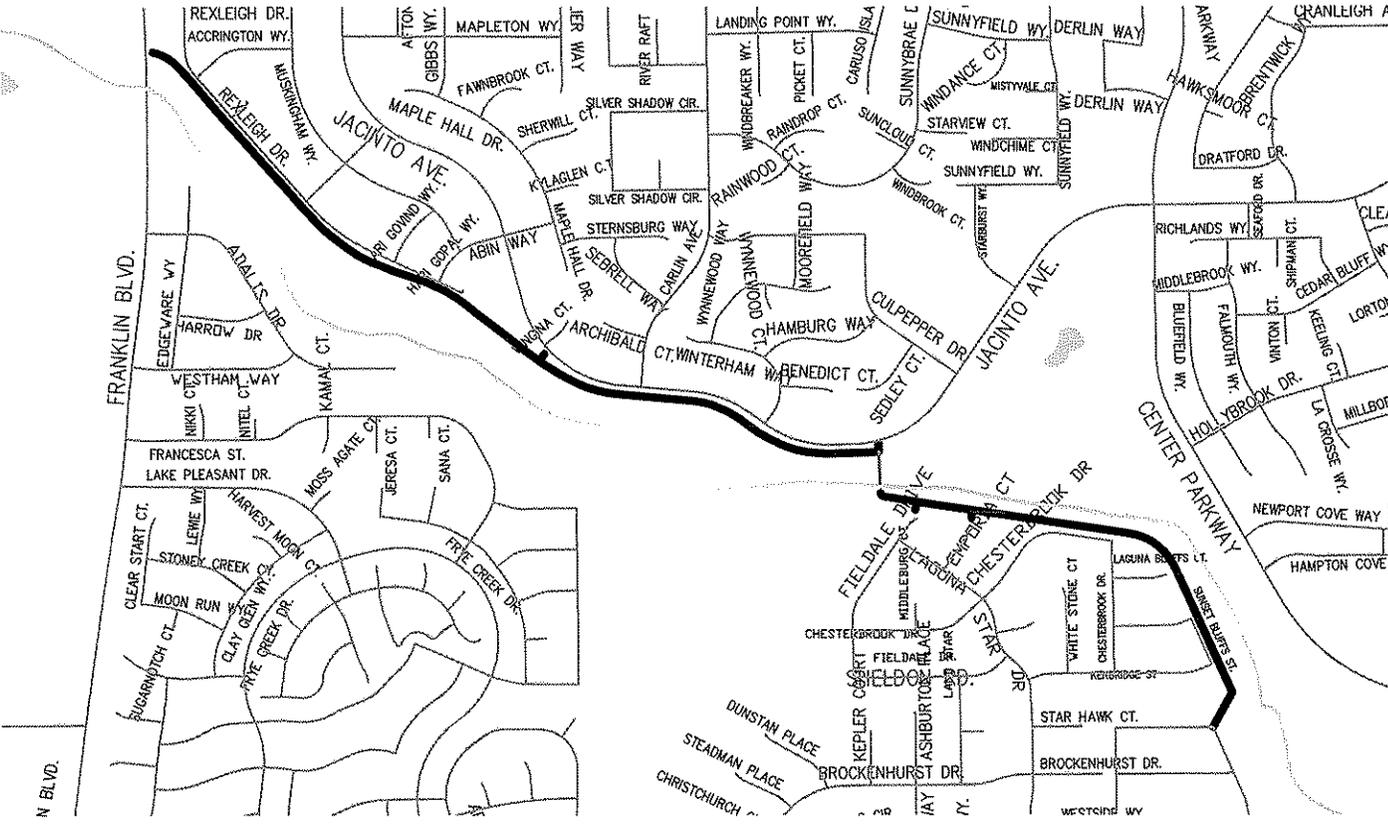
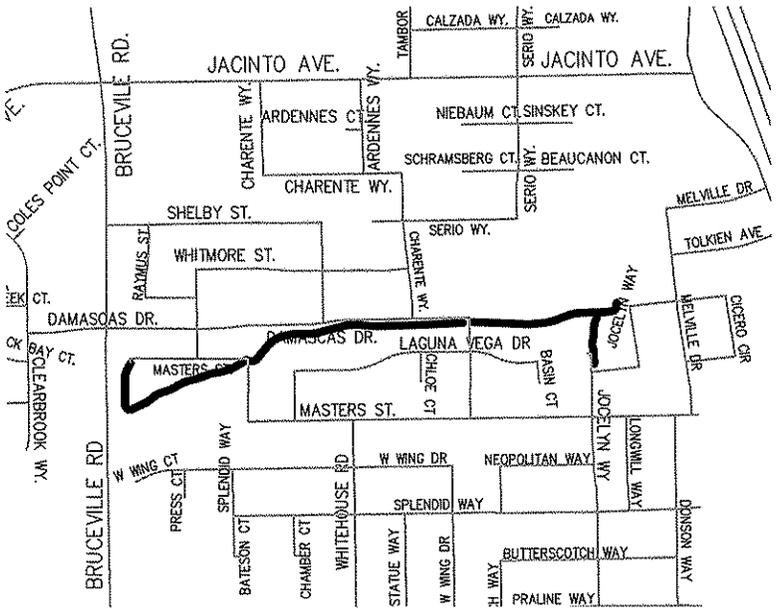


**2011 Seal Coat Project
PN: R15112020**

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Map No. 12 Council District 8 Bike Trail Seal Coat



Map Contact
V. GRECHKO

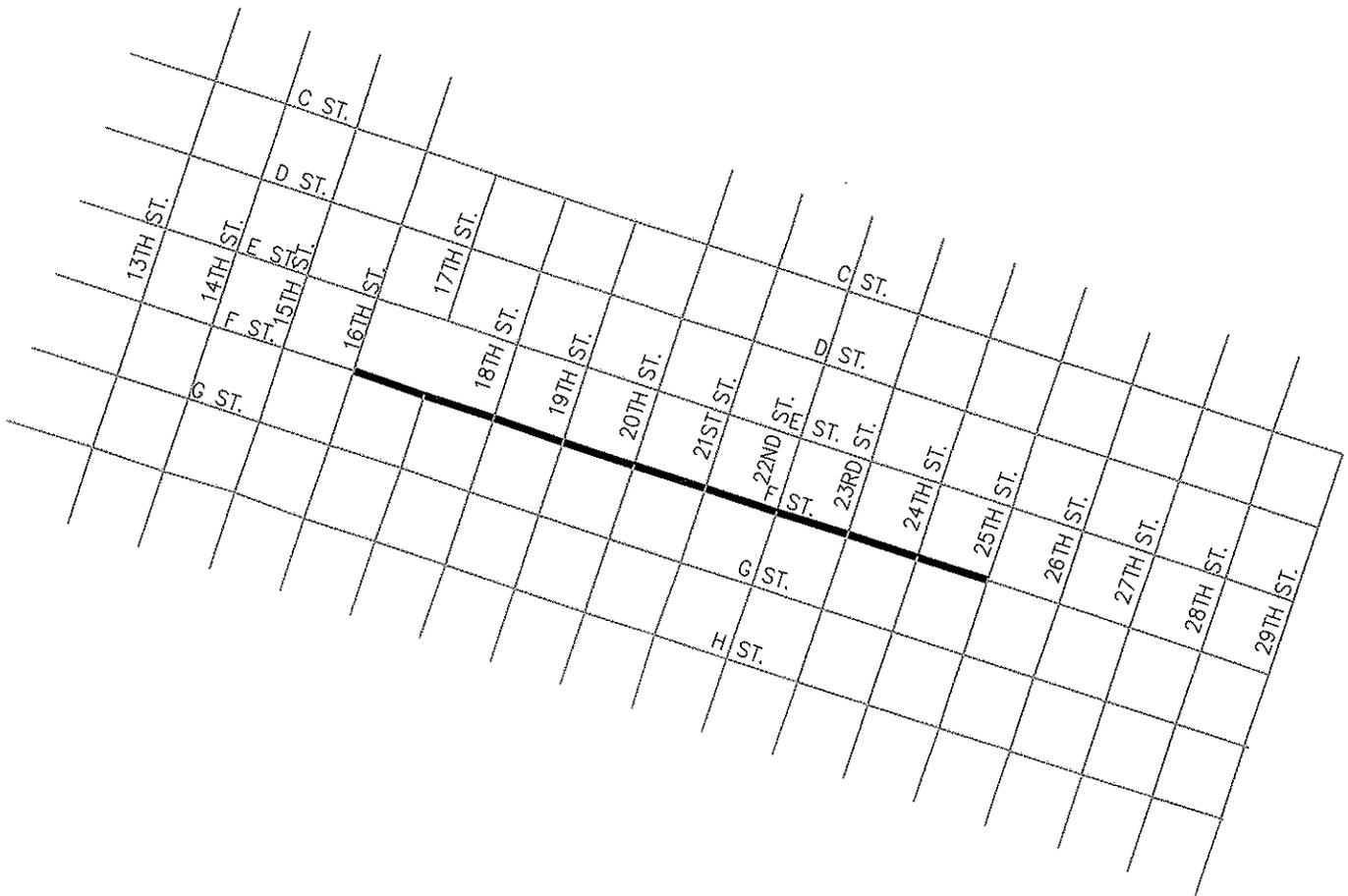


2011 Seal Coat Project
PN: R15112020

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Map No. 13 Council District 3 Striping Only



Map Contact
V. GRECHKO

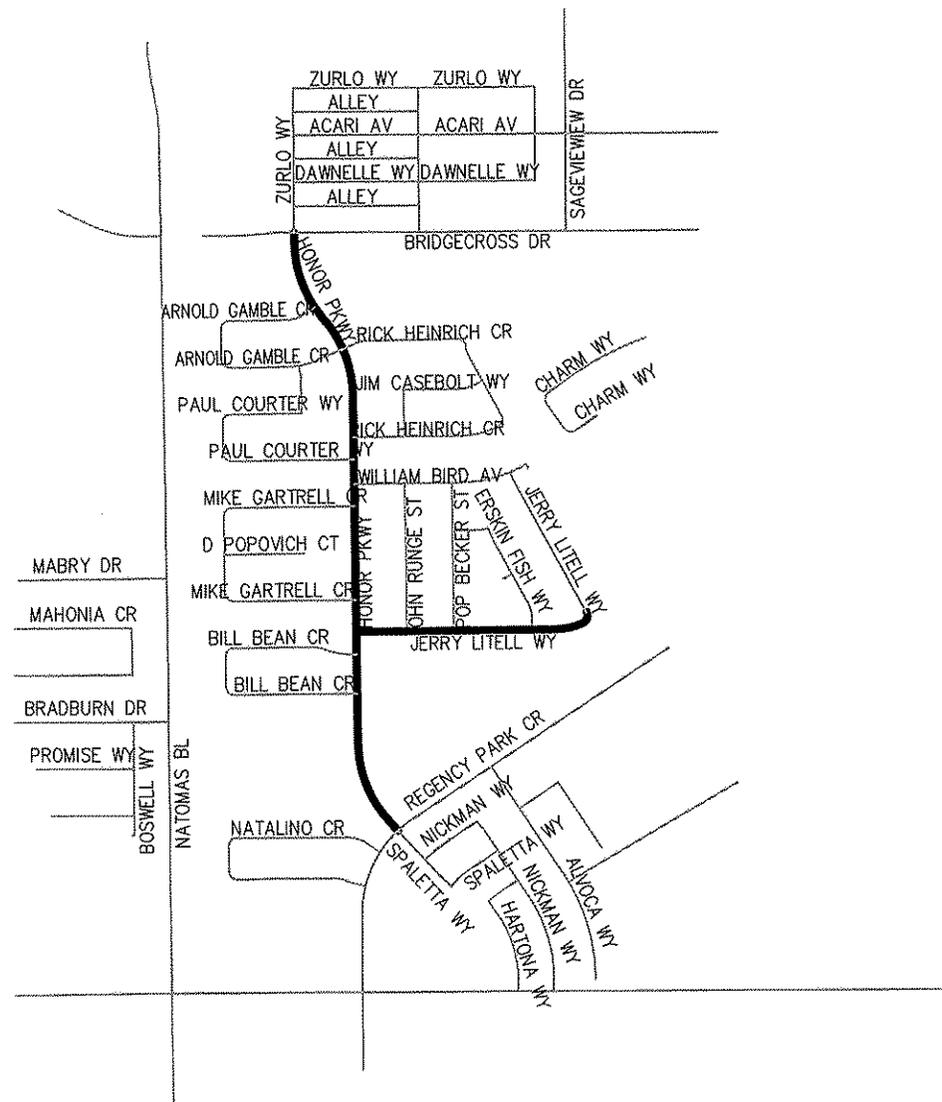


2011 Seal Coat Project PN: R15112020

FEB. 2011



Map No. 14 Council District 1 Striping Only



Map Contact
V. GRECHKO



2011 Seal Coat Project
PN: R15112020

FEB. 2011



APPENDIX B

EXHIBIT A
TERMS AND CONDITIONS
Rubberized Asphalt Concrete Grant Programs
Targeted Rubberized Asphalt Concrete Incentive
Rubberized Asphalt Concrete Use
Rubberized Asphalt Concrete Chip Seal
Fiscal Year 2009/10

This grant may not be funded unless the proposed Grantee meets the following two conditions:

- 1) The proposed Grantee must pay or bring current all outstanding debts or scheduled payments owed to the California Integrated Waste Management Board within ninety (90) days from the date of the grant award. The Grant Agreement will not be released by the CIWMB until all outstanding invoices have been paid.
- 2) The proposed Grantee must complete, sign, and return the Grant Agreement within ninety (90) days from the date recorded on the Grant Agreement package's cover letter.

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CIWMB" means the California Integrated Waste Management Board.
- "Executive Director" means the Executive Director of the CIWMB or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between the CIWMB and the Grantee for this Grant.
- "Grant Manager" means the CIWMB staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Rubberized Asphalt Concrete Grant Programs (Targeted Rubberized Asphalt Incentive, Rubberized Asphalt Concrete Use, and Rubberized Asphalt Concrete Chip Seal).
- "State" means the State of California, including, but not limited to, the CIWMB and/or its designated officer.

1. ACKNOWLEDGEMENTS

The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of the CIWMB's support must incorporate the CIWMB logo. Initials or abbreviations for the CIWMB shall not be used. The Grant Manager may approve deviation from the prescribed language on a case-by-case basis where such deviation is consistent with the CIWMB's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the CIWMB adopts updated or new logos or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.

2. ADVERTISING/ PUBLIC EDUCATION

The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials. Unless omission of the following copyright designation is pre-approved in writing by the Grant Manager, all public education and advertising materials shall state: "© {year of creation} by the California Integrated Waste Management Board (CIWMB). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CIWMB."

**3. AIR OR WATER
POLLUTION VIOLATION**

Under the State laws, the Grantee shall not be:

- a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.
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4. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

**5. AMERICANS WITH
DISABILITIES ACT**

The Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)

6. ANTITRUST CLAIMS

The Grantee, by signing this agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Code Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if
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the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**7. ASSIGNMENT,
SUCCESSORS AND
ASSIGNS**

- a. This Agreement may not be assigned by the Grantee, either in whole or in part, without the CIWMB's prior written consent.
 - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the CIWMB, the Grantee, and their respective successors and assigns.
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**8. AUDIT/RECORDS
ACCESS**

The Grantee agrees that the CIWMB, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

**9. AUTHORIZED
REPRESENTATIVE**

The Grantee shall continuously maintain a representative vested with signature authority authorized to work with CIWMB on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

**10. AVAILABILITY OF
FUNDS**

The CIWMB's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

**11. CHILD SUPPORT
COMPLIANCE ACT**

For any agreement in excess of \$100,000, the Grantee acknowledges that:

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
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12. COMMUNICATIONS

All communications from the Grantee to the CIWMB shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail, letter, or FAX to the Grant Manager as identified in Exhibit B—Procedures and Requirements. If an original document is required, prepaid mail or personal delivery to the Grant Manager is

required following the E-mail or FAX.

13. COMPETITIVE BIDDING

The CIWMB encourages Grantees to use a competitive bidding process, or to require and maintain on file a written justification for any exceptions thereto, when contracting for services required under this Agreement.

14. COMPLIANCE

The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

With each Payment Request (CIWMB 87), the Grantee's signature authority shall either initial and certify under penalty of perjury that the Grantee's General Checklist of Permits, Licenses, and Filings (CIWMB 669) on file with the CIWMB is current and complete, or submit an updated General Checklist of Permits, Licenses, and Filings (CIWMB 669) available at:
www.ciwmb.ca.gov/Grants/Forms/CIWMB669.doc.

15. CONFLICT OF INTEREST

The Grantee needs to be aware of the following provisions regarding current or former state employees. If the Grantee has any questions on the status of any person rendering services or involved with this Agreement, the CIWMB must be contacted immediately for clarification.

Current State Employees (Public Contracts Code (PCC) § 10410):

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the Grantee violates any provisions of above paragraphs, such action by the Grantee shall render this Agreement void. (PCC § 10420).

**16. CONTRACTORS/
SUBCONTRACTORS**

The Grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the Grantee and the CIWMB. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the

Grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB and any contractors or subcontractors of Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the CIWMB for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the CIWMB's obligation to make payments to the Grantee. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

17. COPYRIGHTS AND TRADEMARKS

- a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to the CIWMB any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, the CIWMB shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the CIWMB. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images or other materials owned, copyrighted or trademarked by third parties and for assigning such licenses, permissions, releases, or authorizations to the CIWMB pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of the CIWMB and would serve the public interest, upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.
- b. The CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting the CIWMB's intellectual property rights therein: "© {year of creation} by the California Integrated Waste Management Board (CIWMB). Used pursuant to license granted by CIWMB. All rights reserved. This publication, or parts thereof, may not be reproduced without permission."

18. CORPORATION QUALIFIED DOING BUSINESS IN CALIFORNIA

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

19. DISCLAIMER OF WARRANTY

The CIWMB makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CIWMB employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall the CIWMB be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

20. DISCRETIONARY TERMINATION

The Executive Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon thirty (30) days written notice to the Grantee. Within forty-five (45) days of receipt of written notice, Grantee is required to:

- a. Submit a final written report describing all work performed by the Grantee;
 - b. Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - c. Reimburse the CIWMB for any unspent funds.
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21. DISPUTES

Unless otherwise instructed by the Grant Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

22. DRUG-FREE WORKPLACE CERTIFICATION

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
 - b. Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.
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23. EFFECTIVENESS OF AGREEMENT

This Agreement is of no force or effect until signed by both parties.

24. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire Agreement of the parties.

25. ENVIRONMENTAL JUSTICE

In the performance of this Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

26. EXPATRIATE CORPORATIONS

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

27. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

The CIWMB will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:

- a. Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or
- b. Cleanup of the environment; or
- c. Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:

- a. Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste; or
- b. The cleanup of the environment; or
- c. The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the Grantee has not complied with the Grant Agreement, the Grantee may forfeit the right to reimbursement any grant funds not already paid by the CIWMB, including, but not limited to, the ten percent (10%) withhold.

28. FORCE MAJEURE

Neither the CIWMB nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the CIWMB or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

29. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the CIWMB any funds improperly expended.

30. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

31. GRANT MANAGER'S AUTHORITY

The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

32. GRANTEE ACCOUNTABILITY

The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the CIWMB, the Grantee is responsible for repayment of the funds to the CIWMB.

**33. GRANTEE'S
INDEMNIFICATION AND
DEFENSE OF THE
STATE**

The Grantee agrees to indemnify, defend and save harmless the State and the CIWMB, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.

**34. GRANTEE'S
NAMECHANGE**

A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the CIWMB will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

**35. NATIONAL
LABORRELATIONS
BOARD CERTIFICATION**

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board. (Not applicable to public entities.)

**36. NO AGENCY
RELATIONSHIP
CREATED/
INDEPENDENT
CAPACITY**

The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CIWMB.

37. NO WAIVER OF RIGHTS

The CIWMB shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the CIWMB. No delay or omission on the part of the CIWMB in exercising any rights shall operate as a waiver of such right or any other right. A waiver by the CIWMB of a provision of this Agreement shall not prejudice or constitute a waiver of the CIWMB's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by the CIWMB, nor any course of dealing between CIWMB and Grantee, shall constitute a waiver of any of CIWMB's rights or of any of Grantee's obligations as to any future transactions. Whenever the consent of the CIWMB is required under this Agreement, the granting of such consent by the CIWMB in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the CIWMB.

**38. NON-DISCRIMINATION
CLAUSE**

- a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code §§ 12900 et seq.
- b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (Government Code § 12990(a-f)) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

**39. OWNERSHIP OF
DRAWINGS, PLANS,
AND SPECIFICATIONS**

The State shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to the CIWMB upon request. Grantee agrees, and shall require that its contractors, subcontractors, and vendors agree, that the State shall have the full right to use said copies in any manner when and where it may determine without any claim to additional compensation.

40. PATENTS

The Grantee assigns to the CIWMB all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement, or with the use of any grant funds. Such assignment shall include assignment of any patents registered with the United States Patent and Trademark Office. Grantee further agrees to cooperate with and assist the CIWMB in the preparation of any patent application. Under certain unusual and very limited circumstance, where to do so would not conflict with the rights of the CIWMB and would serve the public interest, upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

41. PAYMENT

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- a. The Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. The CIWMB shall reimburse the Grantee for only the work and tasks specified in the Work Plan or the Grant Application at only those costs specified in the Budget and incurred in the term of the Agreement.
 - b. The Grantee shall carry out the work described on the Work Plan or in the Grant Application in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grant Application or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
 - c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
 - d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to the CIWMB's ten percent (10%) retention policy.
 - e. Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).
 - f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and Requirements.
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42. PERSONAL JURISDICTION

The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

43. PERSONNEL COSTS

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

44. REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

- a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which the CIWMB approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from the CIWMB for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which the CIWMB approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
 - b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the Grantee. The Grantee shall execute all documents required to provide the CIWMB with a purchase money security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that the CIWMB shall be in first priority position with respect to the purchase money security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that the CIWMB will accept a lower priority position with respect to the purchase money security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
 - c. The Grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of the CIWMB.
 - d. The CIWMB will not reimburse the Grantee for the acquisition of equipment that was previously purchased with CIWMB grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the Grantee to establish the pedigree of the equipment.
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45. RECYCLED-CONTENT CERTIFICATION

The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to the CIWMB on the Recycled Content Certification Form (CIWMB 74G) available at www.ciwmb.ca.gov/Grants/Forms/CIWMB074G.doc.

46. RECYCLED-CONTENT PAPER	All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer (PC) fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.
47. RECYCLED-CONTENT PRODUCT PROCUREMENT	In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled content requirements see www.ciwmb.ca.gov/BuyRecycled/StateAgency/ . If the Grantee cannot purchase RCPs, the Grantee must document why it was unable to comply with this requirement and request written pre-approval from its Grant Manager to deviate from this policy.
48. REDUCTION OF WASTE	In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
49. REDUCTION OF WASTE TIRES	Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the Grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the Grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.
50. REMEDIES	Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
51. RESOLUTION	A county, city, district, or other local public body must provide the CIWMB with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this Agreement and designating the job title of the individual authorized to sign on behalf of the local public body.
52. SELF ASSESSMENT CHECKLIST	The Grantee shall submit with its Final Report a completed and signed Self Assessment Checklist Form, which is designed to aid the Grantee and the CIWMB in measuring compliance with grant administrative requirements.
53. SEVERABILITY	If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
54. SITE ACCESS	The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.
55. STOP WORK NOTICE	Immediately upon receipt of a written notice from the Grant Manager to stop work, the Grantee shall cease all work under this Agreement.

56. SWEATFREE CODE OF CONDUCT

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies obtained with Grant funds have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CIWMB or its agent, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

57. TERMINATION FOR CAUSE

The CIWMB may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the CIWMB may proceed with the work in any manner deemed proper by the CIWMB. All costs to the CIWMB shall be deducted from any sum due the Grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the Grantee of any funds retained pursuant to the CIWMB's ten percent (10%) retention policy.

58. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

59. TOLLING OF STATUTE OF LIMITATIONS

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to the CIWMB as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the Grantee to the Executive Director and/or the Board.

60. UNION ORGANIZING

By signing this Agreement, the Grantee hereby acknowledges the applicability of Government Code §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

61. UNRELIABLE LIST

Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to the CIWMB a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). See <http://www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5> If a contractor is placed on the CIWMB Unreliable List after award of this Grant, the Grantee may

be required to terminate that contract.

**62. VENUE/ CHOICE OF
LAW**

- a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- b. The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
-

**63. WAIVER OF CLAIMS
AND RECOURSE
AGAINST THE STATE**

The Grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

64. WORK PRODUCTS

The Grantee must provide the CIWMB with copies of all final products identified in the Work Plan.

**65. WORKERS'
COMPENSATION/
LABOR CODE**

The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT B
PROCEDURES AND REQUIREMENTS
Rubberized Asphalt Concrete Grant Programs
Targeted Rubberized Asphalt Concrete Incentive
Rubberized Asphalt Concrete Use
Rubberized Asphalt Concrete Chip Seal
FY 2009/10

INTRODUCTION

The Procedures and Requirements of the California Integrated Waste Management Board's (CIWMB) Rubberized Asphalt Concrete (RAC) Grant Programs Grant Agreement (Agreement) describes project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and close-out procedures, records and audit requirements.

PRIOR TO
COMMENCING WORK

GRANT SELF ASSESSMENT CHECKLIST FORM

Prior to commencing work under this Grant the Grantee's Grant Manager and authorized Signature Authority should review the Grant Self Assessment Checklist Form so as to identify key administrative requirements. Evaluation of the Grantee's compliance with these requirements is a major part of all grant audit reviews.

As set forth more fully in the Terms and Conditions (Exhibit A), the Grantee shall submit with its Final Report a completed and signed Form. To obtain the Grant Self Assessment Checklist Form (CIWMB 641) see <http://www.ciwmb.ca.gov/Tires/Grants/Forms.htm/> or contact your Grant Manager.

RELIABLE CONTRACTOR DECLARATION

Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to the CIWMB Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations Natural Resources, Division 7, has occurred with respect to the contractor(s) and the subcontractor(s), respectively. See <http://www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5>

If a (sub)contractor is placed on the CIWMB Unreliable List after award of this Grant, the Grantee may be required to terminate that contract. To obtain the Reliable Contractor Declaration Form (CIWMB 168) see <http://www.ciwmb.ca.gov/Tires/Grants/Forms.htm>.

PROJECT
REQUIREMENTS

All projects are subject to the following requirements:

- One hundred percent (100%) California waste tires must be used in the rubber portion of the project(s).
- Reimbursement will not exceed the amount stated on the grant agreement cover page.

- Construction of the RAC portion of any project must commence on or after receipt of Notice to Proceed and be completed by April 2, 2012.

Additionally, the following project requirements specific to the individual RAC programs indicated:

Targeted Rubberized Asphalt Concrete Incentive (Targeted) Grant Program

- RAC material must meet American Society for Testing and Materials (ASTM) D 6114-97 (2002) "Standard Specification for Asphalt-Rubber Binder."
- Project(s) must use a minimum of 3,500 tons of RAC.
- Grantee's staff involved in the proposed RAC project(s) must attend a CIWMB-sponsored training before beginning the project. Topics for the training are typically in one hour modules and may include a general introduction or more detailed discussion regarding the RAC manufacturing and construction processes and procedures. At the discretion of the CIWMB Grant Manager, the training will be tailored to address the specific needs of each Grantee.
- Reimbursement will be based on the following, as stated in the grant application for each project/phase:

Number of RAC Grants Received in the Past	Differential Between RAC and Conventional Asphalt Concrete
0	100%
1	70%
2-3	40%

Rubberized Asphalt Concrete Use (Use) Grant Program

- Project(s) must use a minimum of 20 pounds of crumb rubber per ton of hot mix.
- Project(s) must use at least 1,250 tons of RAC hot mix.
- The grant reimbursement will be calculated at the rate of five dollars (\$5.00) per ton of RAC hot mix, as stated in the grant application for each project/phase.

Rubberized Asphalt Concrete Chip Seal (Chip Seal) Grant Program

- RAC chip seal material must contain a minimum of 300 pounds (equivalent to 15% by weight) of tire-derived crumb rubber per ton of rubberized binder.
- Project(s) must use a minimum area of 35,000 square yards of RAC chip seal material.

- Reimbursement will be based on the following, as stated in the grant application for each project/phase:

Number of RAC Chip Seal Grants Received in the Past	Reimbursement Rate
0-2	\$1.00 per square yard
3 or more	\$.20 per square yard

**SIGNAGE/
ACKNOWLEDGEMENT
REQUIREMENTS**

The grantee must either install/publish/deliver appropriate signage/acknowledgement of CIWMB funding and waste tire diversion by April 4, 2012. See the “Acknowledgements” and “Advertising/Public Education” provisions in Exhibit A – Terms and Conditions, for acknowledgement requirement information. In addition, see Attachments to the Grant Agreement – Signage for an example and sign specifications. The signage/acknowledgement must include the following:

1. Funded by a grant from the California Integrated Waste Management Board;
2. CIWMB Logo; and
3. Number of California waste tires diverted from the waste stream by this project.

Where signage requirement for one or more RAC projects is problematic due to issues which include, but may not be limited to, potential road right-of-way hazards; multiple location sign posting issues; or local ordinances or Covenants, Conditions & Restrictions limiting street signage; the grantee may substitute alternative forms of acknowledgement.

Alternatives to the signage requirement must include one or more of the following:

1. Utility bill inserts
2. Newspaper ads/stories
3. Local radio
4. Television public service announcement (PSA)
5. And/or list on grantee’s website for a minimum of one year.

**WORK PLAN AND
CHANGES/
MODIFICATIONS**

The grantee will construct one or more RAC project(s) at the location(s) specified in the approved grant application. Changes or modifications to the original project must be submitted in writing to the CIWMB Grant Manager by the Grantee. Only non-substantive changes will be considered. The total amount of RAC or chip seal material used for the grant must be equal or greater than the amount in the approved application. **The CIWMB Grant Manager must approve the proposed changes in writing prior to the Grantee performing the changed work.**

**RECYCLED-CONTENT
CERTIFICATION**

The certification required in the “Recycled Content Certification” provision of the Terms and Conditions (Exhibit A) shall be provided on the Crumb Rubber Modifier Certification Form (CIWMB 74G-RAC) available at <http://www.ciwmb.ca.gov/Tires/Grants/Forms.htm>.

**REPORTING
REQUIREMENTS**

A Progress Report and a Final Report are required by this Agreement. All reports must be current, including all required sections/documents, and must be approved by the CIWMB Grant Manager before Grant Payment Requests can be processed. Failure to comply with the specified reporting requirements or the approved work plan may result in the termination of this Agreement or suspension of any outstanding Grant Payment Requests. Any problems or delays must be reported immediately to the CIWMB Grant Manager.

**PROGRESS REPORT
REQUIREMENTS**

All documents submitted must be printed double-sided on recycled-content paper containing one hundred percent (100%) post consumer fiber. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper.

The Grantee must submit a Progress Report to the CIWMB Grant Manager by December 31, 2010. The reporting period begins from the date of the Notice to Proceed issued by CIWMB notifying the grantee to begin the grant project and continues through October 29, 2010.

The Progress Report must be prepared in the format specified below.

Report Component	Description
Cover Page	<ul style="list-style-type: none"> • Name of the grantee • Grant number • Amount of grant award • Dates of report coverage • Report preparation date • Disclaimer statement, as follows: “The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”
Project Summary and Status	Provide a brief description of the progress of the RAC grant project(s) including <ul style="list-style-type: none"> • Approved, completed and in-process project(s) • The timeline for completion of remaining project(s) • Results Achieved • Problems encountered or anticipated Provide a brief description of any changes to the project and/or schedule including: <ul style="list-style-type: none"> • Changes in Grantee contact information • Changes or modifications to the original project.

FINAL REPORT
REQUIREMENTS

The Final Report and final Grant Payment Request may be submitted at any time after the project is completed, but must be submitted no later than April 2, 2012. The reporting period covers from the Notice to Proceed to April 2, 2012. **Failure to submit the Final Report and final Grant Payment Request with appropriate documentation by April 2, 2012 may result in rejection of the final Grant Payment Request and/or forfeiture by the Grantee of any claims for reimbursement of otherwise eligible costs.**

The Final Report must be prepared in the format specified below. If requested, the Grantee shall make an oral presentation to the Market Development and Sustainability Committee and/or the full Board.

Report Component	Description
Cover Page	<ul style="list-style-type: none"> • Name of the grantee • Grant number • Amount of grant award • Dates of report coverage • Report preparation date • Disclaimer statement, as follows” “The statements and conclusions of this report are those of the Grantee and not necessarily those of the California Integrated Waste Management Board, its employees, or the State of California. The State makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”
Table of Contents	Identify report contents and corresponding page numbers.
Project Summary and Information	<p>Provide a concise Executive Summary of the project(s). Within the narrative of the report, include the following information:</p> <ul style="list-style-type: none"> • Locations of Paving (List of Street); limits of paving (Point A to Point B) • Amount (tons) of RAC; amount of rubberized binder (tons) and square yardage of chip seal used • General Information (thickness of paving, type of hot mix – e.g. asphalt-rubber, type G, gap graded, open graded, etc.) • Binder information (asphalt cement type, percent crumb rubber, percent binder in hot mix) • Pounds of rubber per ton of hot mix (20 lbs. per ton, minimum for Use) or chip seal binder (300 lbs. per ton, minimum for Chip Seal) and total

	<p>pounds of crumb rubber used in project(s)</p> <ul style="list-style-type: none"> • Results of quality assurance, quality control testing performed, if any • Cost of material (\$/ton-RAC, \$/yd²-chip seal) • Problems encountered
Waste Tires Diverted	Total number of California waste tires diverted from the waste stream as a result of the project's completion. You must provide verification that 100% of the tire rubber purchased and used in the project was from California by signing the Crumb Rubber Modifier Certification Form (CIWMB 74G-RAC).
Photographs	<ul style="list-style-type: none"> • Two digital photographs of the completed project on disk. Pre-construction photographs are highly recommended, however, not mandatory. • Two digital photographs of required signage or other project acknowledgement. (Refer to page 1 of this Exhibit for details).
Contractor Summary	<p>List of all contractors and subcontractors that supplied rubberized asphalt materials for the project. For each contractor and subcontractor include the following information:</p> <ul style="list-style-type: none"> • Name of Firm • Contact person • Address • Concise statement of work completed • Time period in which the work was completed • Amount paid <p>Reliable Contractor Declaration (CIWMB 168) required by Exhibit A – Terms and Conditions (Unreliable List).</p>

**GRANT PAYMENT
INFORMATION**

1. Payment to the Grantee for eligible grant expenses are made on a reimbursement basis only and for only those materials and services specified in the approved Grant Application.
 2. The Grantee must submit the required Progress Report/Final Report, and the CIWMB Grant Manager must approve the report prior to, or concurrent with, submission of the Grant Payment Request.
 3. The Grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Grant Payment Request and Documentation" section for completed project(s) only.
 4. Grant payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
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5. Ten percent (10%) of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Grant Agreement, including submission and CIWMB Grant Manager approval of the Progress and/or Final Report, have been satisfied. Reimbursement of the 10% retention must be requested in the final Grant Payment Request.
 6. CIWMB will make payments to the Grantee as promptly as fiscal procedures permit. The Grantee can typically expect payment approximately forty-five (45) days from the date a Grant Payment Request is approved by the CIWMB Grant Manager.
 7. The Grantee must provide a Reliable Contractor Declaration (CIWMB 168) (see <http://www.ciwmb.ca.gov/Tires/Grants/Forms.htm>) signed under penalty of perjury by the Grantee's contractor(s) and subcontractor(s) in accordance with the "Unreliable List" provision of the Terms and Conditions. The declaration must be received and approved by the CIWMB Grant Manager prior to commencement of work. See "Unreliable List" provision in Exhibit A – Terms and Conditions for more information.

ELIGIBLE PROJECT COSTS

Eligible costs are expenditures incurred during the term of the grant project (beginning after receipt from the CIWMB of a Notice to Proceed through April 2, 2012), directly related to the installation and/or quality assurance, quality control testing of the RAC or chip seal material and approved by the CIWMB Grant Manager.

INELIGIBLE PROJECT COSTS

Ineligible costs include, but are not limited to, the following:

- Costs incurred for projects that start construction of the RAC paving prior to the Notice to Proceed date, or end construction after April 2, 2012;
- Projects utilizing tire rubber material that is not made from 100% California waste tires;
- Truck tire buffing material;
- Projects using less than the amount of crumb rubber, tonnage of RAC or yardage of chip seal material, as specified in Project Requirements;
- In the case of the Targeted Grant Program, not meeting ASTM D6114-97 (2002) specifications; and
- Any other costs deemed unreasonable or unrelated to the purpose of the grant by the CIWMB Grant Manager.

GRANT PAYMENT REQUEST AND DOCUMENTATION

1. Submit a Grant Payment Request (CIWMB 87) with an original signature of the individual or his/her designee, as authorized in the resolution. Copies of or faxed Grant Payment Request forms will not be approved for payment. To obtain the Grant Payment Request (CIWMB 87), see <http://www.ciwmb.ca.gov/Tires/Grants/Forms.htm>.

Include supporting documentation such as invoices, receipts, weigh tickets or approved progress payment authorizations containing:

- Vendor name, phone number or address, purchase amount and date
 - Description of goods or services
 - Proof of payment (e.g., copies of cancelled checks, bank statements, invoice marked as paid and receipts)
-

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- Amount of RAC or chip seal material produced for the project
 - For reimbursement based on differential cost, provide proof of: actual RAC cost (\$/ton) and conventional AC cost (#/ton) {e.g., an alternate bid from the RAC project or other recent, comparable size AC project.}

Note: All supporting documentation must be maintained in accordance with the "Audit/Records Access" section of Exhibit A – Terms and Conditions.

2. Submit a Crumb Rubber Modifier Certification Form (CIWMB 74G-RAC) completed by the manufacturer(s) with each payment request. The Crumb Rubber Modifier Certification Form can be found at <http://www.ciwmb.ca.gov/Tires/Grants/Forms.htm>.
3. For the final Grant Payment Request only include a completed and signed Self-Assessment Checklist Form (CIWMB 641). The Self-Assessment Checklist Form can be found at: <http://www.ciwmb.ca.gov/Tires/Grants/Forms.htm>. This form is designated to aid the Grantee and CIWMB in measuring compliance with grant administrative requirements.
4. Please submit all reports and payment requests to:
California Integrated Waste Management Board
ATTN: RAC Grant Programs
Financial Assistance Division, 9th Floor
P.O. Box 4025
Sacramento, CA 95812-4025

RECORDS AND AUDIT
REQUIREMENTS

This grant is subject to a desk or field audit. See the "Audit/Records Access" provision in Exhibit A – Terms and Conditions for more information.

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 3/10)

This form must be completed and submitted to the Department of Resources Recycling and Recovery (CalRecycle) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CalRecycle's Grantees comply with the Unreliable List requirement of their Terms and Conditions.

The Unreliable List provision requires the following:

Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to CalRecycle a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page, or refer to www.calregs.com

Please return the completed form(s) to:

Department of Resources Recycling and Recovery
Name of your Grant Program
 Attn: *Name of your Grant Manager*
 P.O. Box 4025
 Sacramento, CA 95812-4025

GRANTEE INFORMATION	
GRANTEE NAME:	GRANT NUMBER:
PRIMARY CONTACT NAME:	
CONTRACTOR INFORMATION	
CONTRACTOR NAME:	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME:	
MAILING ADDRESS:	
<p><i>As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.</i></p>	
<i>Signature</i>	<i>Date</i>

RELIABLE CONTRACTOR DECLARATION

CalRecycle 168 (Revised 3/10)

Title 14 CCR, Division 7, Chapter 1**Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees****Section 17050. Grounds for Placement on Unreliable List**

The following are grounds for a finding that a contractor, any subcontractor that provides services for a CalRecycle agreement, grantee or borrower is unreliable and should be placed on the CalRecycle Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to CalRecycle due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et seq; or
- (c) Default on a CalRecycle loan, as evidenced by written notice from CalRecycle staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by CalRecycle; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the CalRecycle contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous CalRecycle contract, any subcontract for a CalRecycle agreement, grant, or loan, resulting in termination of the CalRecycle contract, subcontract, grant or loan by the CalRecycle or prime contractor; or
- (g) Placement on the CalRecycle's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any CalRecycle contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by CalRecycle to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
 - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (3) The entity includes a Principal Manager who:
 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (4) The entity has a person who owns 20% or more of the entity, if that person:
 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
 1. Is on the Unreliable List; or,
 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

STATE OF CALIFORNIA

Department of Resources Recycling and Recovery (CalRecycle)
 CalRecycle 74G-RAC (Revised 02/10 for Waste Tire RAC Grant Programs)

Grantee Name	
Grant Number	

Crumb Rubber Modifier (CRM) Certification

The CRM Certification form must be submitted with the payment request form(s). By signing this form, the signator certifies, under penalty of perjury, that the information provided below by the rubberized asphalt concrete (RAC) manufacturer, binder supplier, or contractor is true and accurate.

Procedure

1. Grantee: Request completion of this form by each Binder Supplier or Contractor/RAC Manufacturer. Review form for completeness and submit form to CalRecycle with payment request form(s). Retain supporting documentation that 100% California waste tires were used for this grant project.
2. Binder Supplier, Contractor/RAC Manufacturer: Complete and submit form to Grantee.

RAC MANUFACTURER / BINDER SUPPLIER NAME:	EMAIL:	
CONTACT NAME:	PHONE :	FAX:
ADDRESS:	WEBSITE::	

Product Description	Manufacturer Name	Quantity (lbs.)	/ (divided)	Passenger Tire Equivalent (PTE)	=	Number of PTE's Diverted	Postconsumer Material (Percent) ¹	Secondary Material (Percent) ²	Total (Percent) ³
Crumb Rubber or Crumb Rubber Modifier	<i>EXAMPLE</i>	25,000	/	12 lbs/tire	=	2,083	100%	0%	100%
			/		=		%	%	100%
			/		=		%	%	100%
			/		=		%	%	100%
Total:									

Public Contract Code (PCC) section 12205: State Agencies shall require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of postconsumer and secondary material in the materials, goods, or supplies provided or used.

I certify, under penalty of perjury under the laws of the State of California, that the material provided to the above-named Grantee is manufactured from 100% California waste tire rubber. I understand that if an audit discloses the use of non-California waste tire rubber, the Department of Resources Recycling and Recovery may require the Grantee to return grant funds up to the amount of the grant award, and that the Grantee may seek reimbursement from the above-named binder supplier or contractor/hot mix manufacturer for the tire rubber material costs.

<i>Signature of Authorized Signer for Binder Supplier, Contractor/RAC Manufacturer or Grantee</i>	<i>Print Name</i>	<i>Title</i>	<i>Date</i>

Footnotes

1. **Postconsumer Material** – comes from products that were bought by consumers, used, and then recycled. For example, a newspaper that has been purchased and read, then recycled, and used to make another product would be postconsumer material.
2. **Secondary Material** – consists of fragments of finished products of a manufacturing process or manufacturer's scrap (i.e. off-specification material). These materials are recycled prior to reaching a consumer. Therefore, this material would be secondary material (also referred to as preconsumer or postindustrial material) as opposed to postconsumer material.
3. **Total Percent** – the sum of the Postconsumer Material column and the Secondary Material column must equal 100 percent.

For more information, please see www.calrecycle.ca.gov/BuyRecycled/

To locate recycled-content products search www.calrecycle.ca.gov/rcp