City of Sacramento
City Council

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

10

Meeting Date: **7/19/2011** **Report Type:** Consent

Title: Contract: Cars on K Street Project (T15095300)

Report ID: 2011-00625

Location: District 1

Recommendation: Adopt a Resolution: 1) approving the Plans and Specifications for the Cars on K Street Improvements Project (T15095300); 2) awarding the construction contract to Navajo Pipelines, Inc. for an amount not to exceed $1,996,975; 3) authorizing the City Manager or his designee to execute Supplemental Agreement No. 5 to City Agreement No. 2009-0476 with DKS Associates in an amount not to exceed $30,000 for the Cars on K Street Project (T15095300); 4) ratifying Supplemental Agreements No. 1, 2, 3, and 4 to City Agreement No. 2009-0476 with DKS Associates and resetting the City Manager's authority for City Agreement No. 2009-0476; and 5) prohibiting commercial/delivery trucks on K Street between 8th Street and 12th Street.

Contact: Nader Kamal, Special Projects Engineer, (916) 808-7035; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Transportation; Denise Malvetti, Senior Project Manager, (916) 808-7064, Economic Development Department

Presenter: None

Department: Transportation Department
Division: Civil & Electrical Design
Dept ID: 15001131

Eileen Teichert, City Attorney Shirley Concolino, City Clerk Russell Fehr, City Treasurer
William H. Edgar, Interim City Manager

Attachments:

1-Description/Analysis
2 - Background Information
3 - Report Agreement Exhibit Cover Sheet
4 - Report Agreement Exhibit Cover Sheet
5 - Resolution
6 - Exhibit A - Location Map
7 - Supplemental Agreement
8 - Contract

City Attorney Review

Approved as to Form
Jerry Hicks
7/7/2011 9:00:04 AM

City Treasurer Review

Prior Council Financial Policy Approval or Outside City Treasurer Scope
Russell Fehr
7/1/2011 12:58:09 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 7/6/2011 8:13:20 AM

Assistant City Manager: John Dangberg - 7/6/2011 2:45:18 PM

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Description/Analysis

Issue: The Cars on K Street Improvements Project (T15095300) was advertised and bids were received on June 22, 2011. Navajo Pipelines, Inc. is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with awarding the construction contract.

Approval of Supplemental Agreement No. 5 with DKS Associates is necessary to provide support during construction.

Staff recommends that, pursuant to the authority of California Vehicle Code section 21101(c), commercial/delivery trucks should be prohibited on K Street. Section 21101 (c) allows local authorities to prohibit the use of particular highways by certain vehicles. Staff recommends the prohibition for the following reasons: 1) The traveled way on K Street is 24' wide, maneuverability is very restrictive and the road edge is defined by hardscape (trees, benches, light poles and planters etc.) making it a narrow street; and 2) deliveries on K Street would have a negative impact on Light Rail Train operations. This restriction will not impact commercial/delivery truck drivers or businesses along K Street between 8th Street and 12th Street since it has been closed to vehicular traffic for over 30 years. It is expected that deliveries will continue as they currently do via the numbered streets and alleys around this section of K Street.

Policy Considerations: The action requested is consistent with Title 3 of the City Code and the reintroduction of cars to K Street is consistent with the City's Strategic Plan goals of improving and expanding economic vitality throughout the City and the 2009-2014 Merged Downtown Implementation Plan goal of stimulating economic growth. The pending change in K Street operations is also consistent with the Central City Urban Design Guidelines, adopted by City Council in May 2009, which recommended the addition of vehicular traffic to K Street from 9th to 12th Streets. In 2009, City Council adopted an ordinance allowing bicycles on K Street creating a multi-modal street.

Environmental Considerations:

California Environmental Quality Act (CEQA/NEPA): The City of Sacramento prepared a Mitigated Negative Declaration (MND) for the Cars on K Street Improvements Project. In accordance with the California Environmental Quality Act (CEQA), the MND was submitted to a 30-day public review period which ended on October 4, 2010. The comment period was also advertised in a newspaper of general circulation and a notice of availability (NOA) was sent to stakeholders in the project area. Four letters were received during the comment period. All comments received were considered and analyzed by City Environmental Planning Services. None of the comments received raise substantial issues as to the adequacy of the environmental document under CEQA. The MND was approved by City Council on November 4, 2010.

Sustainability Considerations: The objective of reintroducing vehicular traffic

to K Street is to revitalize the area and improve circulation. The revitalization and multi-modal traffic including light rail, cars, bicycles and pedestrians on K Street is consistent with the City's sustainability goals.

Other: None.

Commission/Committee Action: On October 21, 2010, staff presented the preliminary design plans to the Disability Advisory Commission (DAC). The DAC offered the following suggestions: accessible pedestrian systems should be incorporated at intersections, the condition of the existing detectable warning tiles should be monitored and adequate pedestrian space should remain.

Rationale for Recommendation: Navajo Pipelines, Inc. is the lowest responsive and responsible bidder. Approval of the contract award to Navajo Pipelines, Inc. will allow the City to move forward with the construction phase.

Approval of Supplemental Agreement No. 5 with DKS Associates provides support during construction.

The reintroduction of cars to K Street will serve as a catalyst to stimulate business on the K Street Corridor. Several other cities have converted their pedestrian malls to vehicular and transit ways with great success. Additionally, evaluation of the reintroduction of cars to K Street indicates there are circulation benefits to adding two-way traffic from 8th to 12th streets in a predominantly one-way traffic portion of Downtown.

Financial Considerations: The current project budget is $2,941,200 consisting of local transportation funds and merged downtown tax increment funds. As of July 1, 2011 the Cars on K Street Improvements Project (T15095300) has a remaining unobligated balance of $2,302,000 which is sufficient to execute the construction contract in the not-to-exceed amount of $1,996,975 with Navajo Pipelines, Inc., Supplemental Agreement No. 5 in the amount of $30,000 with DKS Associates, and cover remaining construction management costs.

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

The approval of this project will support 57 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 investments.

Emerging Small Business Development (ESBD): All bids submitted met the City's 20% ESBD project participation goal for this project. The lowest responsive bidder, Navajo Pipelines, Inc. pledged 54.20% ESBD project participation and they are a certified small business.

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Background Information:

A. The goal of the Cars on K Street Improvements Project (T15095300) is to revitalize the area, provide economic development and improve circulation. The revitalization and multi-modal traffic including light rail, cars, bicycles and pedestrians on K Street is consistent with the City's sustainability goals. The Project includes the following components: Reintroduction to two-way traffic, passenger drop-offs (no parking), new signalized crossing at 11th and K streets, addition of edge treatments (bollards, planters or street furniture) and ADA improvements at intersections.

B. On June 2009, the City Council approved a Professional Services Agreement with DKS Associates in the amount of $174,518 to prepare a feasibility study. In April 2010, the City Council approved Supplemental Agreement No. 1 with DKS Associates in the amount of $150,459 to provide the 35% plans and to complete the Traffic Study, Supplemental Agreement No. 2 in the amount of $238,873 compensated DKS and Associates for preparing the final plans, Supplemental Agreement No. 3 in the amount of $9,500 compensated DKS and Associates to conduct the field study and provide recommended street structure, Supplemental Agreement No. 4 extended the contract with DKS and Associates until December 2011 and had no fiscal impact.

C. On November 4, 2010, the Mitigated Negative Declaration and Mitigation Reporting Program were approved by City Council. At the same Council Meeting, Council approved the Cars on K Street Improvements Project (T15095300) and the preliminary project design. Council also approved a contract with DKS Associates to complete the final design.

D. The project was advertised and bids were received on June 22, 2011. The bids are summarized below:

Contractor	Bid Amount	(ESBD) 20% Goal
Navajo Pipelines, Inc	$1,996,975.00	54.20%
Biondi Paving & Engineering, inc	$2,203,751.00	58.10%
C&C Construction	$2,313,452.10	21.80%

E. The engineer's estimate was $1,800,000.

F. It is recommended that the contract be awarded to Navajo Pipelines, Inc. for its lowest responsive and responsible bid.

G. Approval of Supplemental Agreement No. 5 with DKS and Associates is necessary to provide support during construction.

Unexecuted Contract/Agreements

X 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.

All unexecuted contracts/agreements which are signed by the other parties are to be in the Office of the City Clerk before agenda publication.

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RESOLUTION NO.

Adopted by the Sacramento City Council

Cars on K Street (T15095300)

BACKGROUND

A. The goal of the Cars on K Street Improvements Project (T15095300) is to revitalize the area, provide economic development and improve circulation. The revitalization and introduction of multi-modal traffic including light rail, cars, bicycles and pedestrians, on K Street is consistent with the City's sustainability goals. The Project includes the following components: Reintroduction of two-way traffic, passenger drop-offs (no parking), new signalized crossing at 11th and K streets, addition of edge treatments (bollards, planters or street furniture) and ADA improvements at intersections.

B. On June 2009, the City Council approved a Professional Services Agreement with DKS Associates in the amount of $174,518 to prepare a feasibility study. In April 2010, the City Council approved Supplemental Agreement No. 1 with DKS Associates in the amount of $150,459 to provide the 35% plans and to complete the Traffic Study. Supplemental Agreement No. 2 in the amount of $238,873 compensated DKS and Associates for preparing the final plans. Supplemental Agreement No. 3 in the amount of $9,500 compensated DKS and Associates to conduct the field study and provide recommended street structure. Supplemental Agreement No. 4 extended the contract with DKS and Associates until December 2011 and had no fiscal impact.

C. On November 4, 2010, the Mitigated Negative Declaration and Mitigation Reporting Program were approved by City Council. At the same council meeting, Council approved the Cars on K Street Improvements Project (T15095300) and the preliminary project design. Council also approved a contract with DKS Associates to complete the final design.

D. The project was advertised and bids were received on June 22, 2011. The bids are summarized below:

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Biondi Paving & Engineering, inc	$2,203,751.00	58.10%
C&C Construction	$2,313,452.10	21.80%

E. Construction is expected to begin in August 2011 and be completed by November 2011.

F. Approving Supplemental Agreement No. 5 with DKS Associates is necessary to provide support during construction.

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

Section 1. The Plans and Specifications for the Cars on K Street Improvements Project (T15095300) are approved.

Section 2. A construction contract for the Cars on K Street Improvements Project (T15095300) in the amount of $1,996,975, is awarded to Navajo Pipelines, Inc.

Section 3. The City Manager is authorized to execute a construction contract in the amount of $1,996,975 with Navajo Pipelines, Inc. for the Cars on K Street Improvements Project (T15095300).

Section 4. The City Manager is authorized to execute Supplemental Agreement No. 5 to City Agreement No. 2009-0476 with DKS Associates in an amount not to exceed $30,000 for Cars on K Street Improvements Project (T15095300).

Section 5. Supplemental Agreements No. 1, 2, 3 and 4 to City Agreement No. 2009-0476 with DKS and Associates are hereby ratified and the City Manager's authority for City Agreement No. 2009-0476 is reset.

Section 6. Commercial and delivery trucks are prohibited from K Street between 8th Street and 12th Street.

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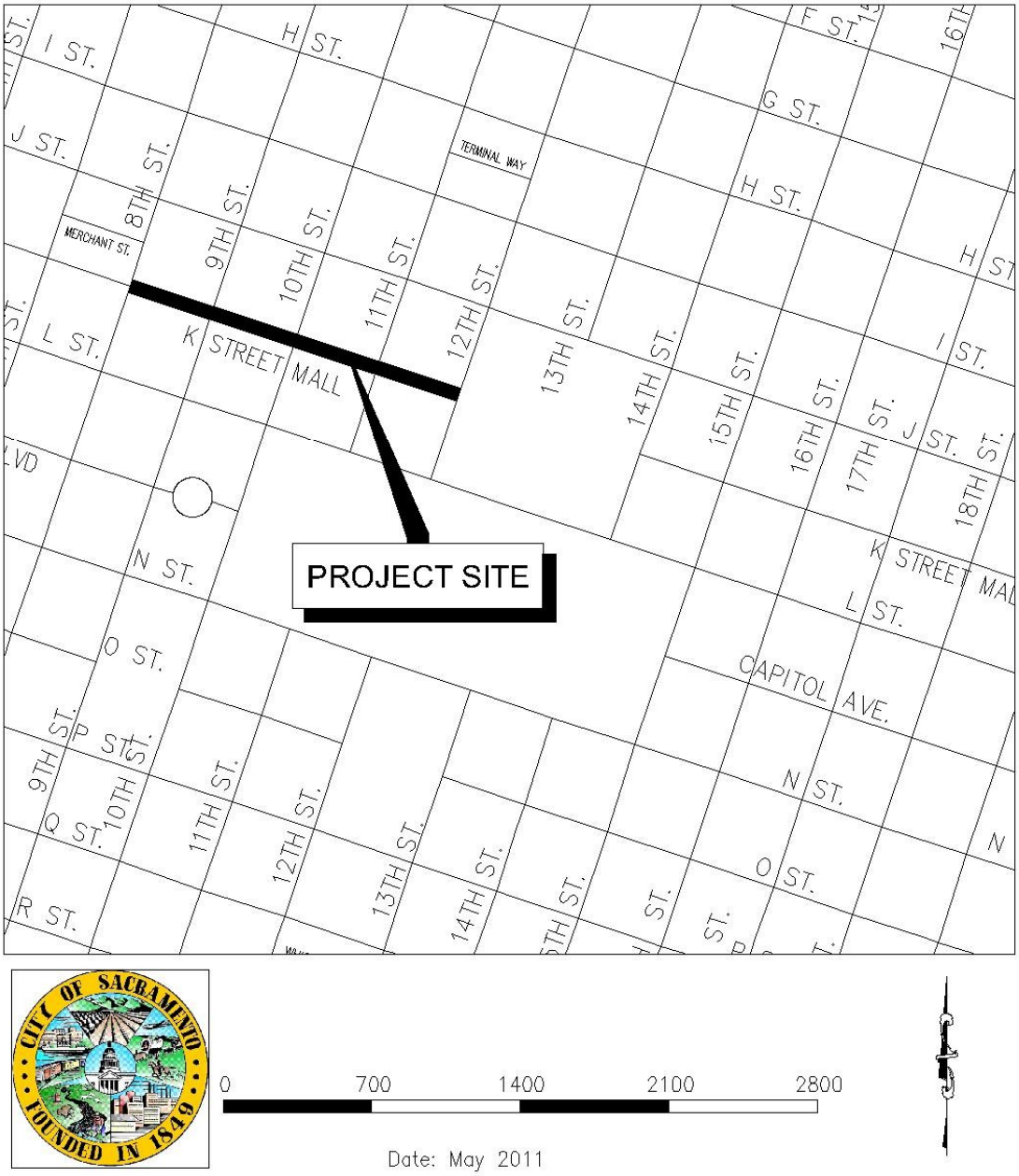
Exhibit A: Map of the Cars on K Street Improvements Project (T15095300) – 1 page

EXHIBIT A

Location map for:

Reintroduction of Vehicles on K Street Project

(PN: T15095300)



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City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: **2009-0476-5** Date: **06/22/11**

Purchase Order #: **Supplemental Agreement #: 5**

Job#: **T15095300** Project Title: **Study for Vehicular Traffic on K Street Mall**

The City of Sacramento ("City") and **DKS Associates**, **("Contractor")**, as parties to that certain Professional Services Agreement designated as Agreement Number **2009-0476** including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The Scope of Services specified in Exhibit A of the Agreement is amended as follows:

   See Exhibit A

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is increased by $30,000.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	$174,517.52
The net change by previous Supplemental Agreements:	$398,832.00
The not-to-exceed amount prior to this Supplemental Agreements:	$573,349.52
The contract sum will be increased by this Supplemental Agreement:	$30,000.00
The new not-to-exceed amount including all Supplemental Agreements:	$603,349.52

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.

4. Contractor warrants and frepresents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Nader Kamal

Project Manager

Approved as to Form By:

City Attorney

Approved By:

John P Fry

Contractor

Approved By:

City of Sacramento

Attested to By:

City Clerk

SIGN HERE

(Rev. 07/16/08)

Exhibit A

Study for Vehicular Traffic on K Street Mall

2009-0476

06/22/11

Description		*Amount*
Supplemental Agreement #5		
PCO # 5.0	**Client Initiated Changes**	$30,000.00
06/22/11	Provide assistance during construction and finalizing the 100% plans.	
	1 **Items** **Total for Change Order #** **5**	**$30,000.00**

1 **Items**	**Total for Contract # 2009-0476**	**$30,000.00**
Totals By Reason	**Changed/Unforeseen Conditions**	**$0.00**
	Changes to Bid Documents	**$0.00**
	Client Initiated Changes	**$30,000.00**

DKS *Associates*

TRANSPORTATION SOLUTIONS

June 21, 2011

City of Sacramento
Department of Transportation
Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814-2604
Attn: Nader Kamal, Project Manager

Subject: Cars on K Street Project 100% Design – Request for Budget Amendment for Out-of-Scope Work P/A No. 09069-002

Dear Nader:

We have enjoyed working with the City and Regional Transit on this interesting, challenging and high-profile project and look forward to its successful completion. When we worked with the City to scope the project design effort last October, we agreed to be as frugal and efficient as possible because we all understood that the budget was limited and the project was under a tight timeline. At that time, the project design looked fairly straight-forward since our challenges to-date had been more political than technical. Our budget thus reflected the technical issues we were aware of and we agreed with you that only a moderate amount of meeting and coordination timing should be required.

However, beginning early this year, several unanticipated new technical issues began to arise that were not anticipated by either the City or DKS last October. The unanticipated issues required some additional engineering effort and they also required a considerable amount of unanticipated meeting and coordination time.

As we informed you in May, we intended to submit a formal request for a contract amendment. This letter outlines our request.

Below is a general summary of the out-of-scope work items by DKS and Psomas.

1. Wheel Detector Design

Last October the scope stated that RT would use spare wheel detector boards and RT would be responsible for construction and installation of two new wheel detectors. During the design period, RT used all spare boards on another extension project and subsequently they requested that the contractor should complete 100% of the wheel detector work. DKS researched and proposed wheel detectors, amplifier boards, and programmable logic controllers, and detailed out a wheel detector design in the electrical plans for the contractor. The cost of those efforts is $6,000.

8950 Cal Center Drive
Suite 340
Sacramento, CA 95826

(916) 368-2000
(916) 368-1020 fax
www.dksassociates.com

2. Additional Signal Design
Late in the design process, DKS was asked by City staff at the 3/23/11 meeting to modify plans to include new poles on the north leg of 10th/K and on the south leg of 9th/K, new near side heads at all K Street approaches and replace all service cabinets in the electrical plans with new cabinets. The new pole on the north leg of 10/K involved a hollow sidewalk and required coordination with B&B and plan revisions for a foundation. The request for near side signal heads along K Street at 8th, 9th, 10th, 11th and 12th required revisions to electrical plans. The cost of the additional work is $3,000

3. Additional Meetings and Coordination
While our scope last October budgeted 160 hours for meetings and coordination, the level of effort has far exceeded what was anticipated by the City and DKS.

Several field meetings were required due to previously unknown utility issues that only surfaced after a full USA mark up of the corridor. Large underground vaults and buried high voltage electrical lines were identified, requiring field meetings and coordination to design around newly discovered conflicts. A request by city staff to place near side heads at all locations resulted in numerous additional field and office meetings to coordinate on sight distance and tree removal with the city arborist. The scope assumed RT would provide and install the wheel detectors but later RT informed us they would not. Therefore, extensive coordination and meetings were required to develop a wheel detector design. DKS has spent $11,000 hours for additional meeting and coordination time on technical items that were not anticipated in October.

DKS's additional costs for items 1 through 3 above are summarized in the table below.

Summary of DKS's Out-of-scope Costs	
Work Item	**Cost**
1. Wheel Detector Design	$6,000
2. Additional Signal Design	$3,000
3. Additional Meetings	$11,000
Total	**$20,000**

Psomas Costs
Requests by City staff at a meeting on 3/23/11 resulted in Psomas authorizing the following out of scope work:

- A new signal pole requiring a foundation design was added to the northwest corner of 10th and K Street. B&B requested an additional $2,700 for additional foundation design conducted in March and April 2011.
- New near side signal heads were added to all intersections on K Street which resulted in a planned removal of five additional trees. Orsee requested an additional $4,200 for additional planting and irrigation design conducted during March and April 2011 for 5 areas where trees were going to be removed.

Therefore, Psomas had $6,900 for these two out-of-scope items. In order to authorize B&B and Orsee for the additional foundation and planting work, Psomas used budget from their final design and bidding and construction support task.

Construction Assistance

Our October work scope included budget for DKS and Psomas to support the City on bidding and construction. As outlined above, Psomas has used its budget to allow B&B and Orsee to conduct out-of-scope work. While Psomas has not exceeded its contract amount, they now have no budget remaining for bidding and construction support.

DKS has exceeded its contract budget and thus does not have budget to support the City on bidding and construction. We believe that the City will need some assistance on technical issues and DKS and Psomas do not have any budget to provide it without some additional budget allocation. We recommend that the City allocate about $10,000 for that assistance. Obviously, this amount would only be used if necessary.

Summary

DKS requests a contract amendment of $20,000 to cover out-of-scope work plus a recommended allocation of about $10,000 to provide a budget for DKS and Psomas to assist the City on bidding and construction support.

DKS hopes that you recognize how much we value our relationship with the City and that we have worked very hard to ensure the success of the Cars on K Street Project. We do not ask for budget increases on projects unless it is clearly justified. We feel that this request for a budget amendment is justified due to work not anticipated by the City or DKS when we prepared the scope and budget for this design effort. We hope you agree with that assessment.

Please feel free to contact me with any questions regarding the information in this letter.

Sincerely,

***DKS** Associates*
A California Corporation

John P. Long, P.E.
Principal

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DEPARTMENT OF TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I ST
RM 2000
SACRAMENTO, CA
95814-2702

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

CONTRACT SPECIFICATIONS FOR

Cars on K Street

(PN: T15095300)

Non-Refundable Fee
$ 25.00

Separate Plans

For Pre-Bid Information Call:
Nader Kamal, Project Manager
(916) 808-7035

Bids to be received before
2:00 P.M. June 22, 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: **$1,800,000** Construction Time: 55 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) Decision	**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) Decision	**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) Decision Addendum	**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**

CSB # 732014 Exp. 1/31/09 (inactive) **David Alvin Trexler, an individual** 909 A. George Washington Yuba City, CA 95993 **Kenneth A. Trexler, an individual** 2603 Lago Lane Marysville, CA 95901 Decision	**7/1/10 through 6/30/13** **7/1/10 through 6/30/13**
Soo Dong Kim, an individual, **dba Soo Kim Electric Company** 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) **Hyo Nam Jung, an individual,** **dba Lucid Electric** 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision	**4/19/10 through 4/18/13** **4/19/10 through 4/18/13**
Southwest Grading, **dba Southwest Grading Services, Inc.,** 22031 Waite Street Wildomar, CA 92595 **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 Decision	**3/18/10 through 3/17/13**
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) Decision	**10/15/09 through 10/14/12**
Cedar Development Corporation **Serghon Gabriel Afram, individually** 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision	**8/5/09 through 8/4/12**
All Floors Commercial and Residential Flooring, Inc. **Salvador Elias Perea, individually** 750 E. McGlincy Lane, #103	**5/14/09 through 5/13/12**

Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision	
1-AMD Construction, Inc. **Alberto Mordoki, individually** **Mirella Mordoki, individually** 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision	**3/16/09 through 3/15/12**
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	**8/1/08 through 7/31/11**
CFI Contemporary Floors, Inc. **Timothy Allen Kennady, individually** 4808 Sunrise Dr., Ste. A Martinez, CA 94563 CSB #558343 Exp. 2/28/09 Decision	**6/16/08 through 6/15/11**

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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

Cars on K Street

(PN: T15095300)
Addendum No. 1

June 15, 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, Nader Kamal at (916) 808-7035.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

Cars on K Street

(PN: T15095300)
Addendum No. 1

ITEM 1: The Bid opening remains on June 22, 2011.

ITEM 2: REF: The Bid Proposal has been replaced with the attached revised Bid Proposal dated June 15, 2011.

ITEM 3: REF: The Schedule of Value has been replaced with the attached revised Schedule of Value dated June 15, 2011.

ITEM 4: REF: The Special Provisions, Section 1.10 – Coordination, page 7

Add :

Sacramento Regional Transit District (RT) bus stops At least three (3) days prior to working on streets used as bus routes, Contractor shall contact RT Bus Dispatch at (916) 321-2898 and notify RT that traffic restrictions will be in effect and indicate which bus stops may be temporarily out of service, and for how long. Also see light rail coordination requirements in Section 1.25 – Regional Transit Coordination and Appendix 1: Exhibit A – RT Project General Specifications.

ITEM 5: REF: The Special Provisions, Section 1.10 – Coordination, page 8

Delete: 3- Contractor's attention is directed to the RT General Specifications and requirements in Appendix 1, Exhibit A of these specifications and the permit conditions shown on the plans and per Section **1.26** of these special provisions.

Insert: 3- Contractor's attention is directed to the RT General Specifications and requirements in Appendix 1, Exhibit A of these specifications and the permit conditions shown on the plans and per Section **1.25** of these special provisions.

ITEM 6: REF: The Special Provisions, Section 1.10 – Coordination, page 11 and 12.

Delete:

8. Work within the RT dynamic envelope or within 10 feet of RT tracks shall be subject to the requirements of RT as specified elsewhere in these special provisions and as shown on the plans.

9. Paving work adjacent to the RT tracks shall be completed without disruption to normal operating service. Unless otherwise approved in writing by the Engineer and RT, this work shall be completed after normal operating hours (1:00 am to 3:40 am) and shall be subject to the following requirements:

10. Unless otherwise approved in writing by the Engineer, stamped concrete pavement work on K Street between 9th and 10th Streets shall be done within a single 2-day weekend light rail shut down. This shall be Saturday morning 1:00 am to Monday morning 3:40 am. Contractor must submit the request with a firm date, at least 3 weeks before the desired date, to allow RT to schedule a bus bridge. City will approve the date at City's discretion based on transit service requirements and available staff. The Contractor shall pay liquidated damages as specified in the RT General Conditions (see Appendix A) for delays to trains through the project site if such delays occur after the agreed to scheduled 3:40 am opening time.

11. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.

Insert:

8 .Work within 10 feet of the nearest rail of RT tracks (5' of the nearest rail, where located on the K Street Mall) shall be subject to the requirements of RT as specified elsewhere in these Special Provisions and as shown on the plans.

9. Paving work adjacent to the RT tracks shall be completed without disruption to normal operating service. Unless otherwise approved in writing by the Engineer and RT, this work shall be completed after normal operating hours (non-operating hours are 10:30 pm to 3:40 am through December 31, 2011, and are subject to change thereafter) and shall be subject to the following requirements:

10. Unless otherwise approved in writing by the Engineer, stamped concrete pavement work on K Street between 9th and 10th Streets shall be done within a single 2-day weekend light rail shut down. This shall be Friday evening 10:30 pm to Monday morning 3:40 am. Contractor must submit the request with a firm date, at least 3 weeks before the desired date, to allow RT to schedule a bus bridge. City will approve the date at City's discretion based on transit service requirements and available staff. The Contractor shall pay liquidated damages as specified in the RT General Conditions (see Appendix A) for delays to trains through the project site if such delays occur after the agreed to scheduled 3:40 am opening time.

11. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours. Contractor must ensure pedestrian circulation to and between light rail boarding areas, fare vending machines, all information displays, and signage from all adjacent streets.

ITEM 7: REF: The Special Provisions, Section 1.25 – Regional Transit Coordination, page 18 and 19.

Delete:

6. If any differential settlement or other damage occurs to any RT facilities as a result of the Applicant's actions or inaction, the Applicant, at its cost, must restore, or cause to be restored the affected facility back to its original condition.

8. If boring under RT's tracks, the following additional requirements apply

a. The top of casing/bore must be a minimum of six feet (6') below top of rail and a minimum of two feet (2') below the bottom of any adjacent ditch

17. If power to the OCS system cannot be restored by the end of the scheduled time, fees of up to $5,000 per hour may be assessed.

Insert:

6. If any differential settlement or other damage occurs to any RT facilities as a result of the Contractor's actions or inaction, the Contractor, at its cost, must restore, or cause to be restored the affected facility back to its original condition.

8. If boring under RT's tracks, the following additional requirements apply:
a. The top of casing/bore must be a minimum of 18" clear of the track structure, and casings and duct banks must meet code requirements for clearances.

17. If regular light rail service (including power to the OCS system) cannot be restored by the end of the scheduled time, fees of $2500 per headway will be assessed.

ITEM 8: REF: The Special Provisions, Section 2.5 – Conduit Installation, page 47 and 48.

Delete:

For new conduit installed under RT's tracks, the following additional requirements apply:

a. The top of casing/bore must be a minimum of six feet (6') below top of rail and a minimum of two feet (2') below the bottom of any adjacent ditch.

Insert:

For new conduit installed under RT's tracks, the following additional requirements apply:

a. The top of casing/bore must be a minimum of 18" clear of the track structure, and casings and duct banks must meet code requirements for clearances.

Add:

C. Under-Track Sleeves

Conduit sleeves placed under RT tracks by directional drilling may be HDPE. All other conduit placed under RT tracks must be encased in PVC sleeves.

ITEM 9: REF: The Special Provisions, Section 2.7 – Fiber Optic, page 48.

Delete:

10. Arnco Bull Line Part #WP12LC or approved equal with trace wire shall be installed with fiber optic cable or in one conduit of multiple conduit banks.

Insert:

10.Arnco Pull Line Part #WP12LC or approved equal with trace wire shall be installed with fiber optic cable or in one conduit of multiple conduit banks.

ITEM 10: REF: The Special Provisions, Section 2.21D – Light Rail Vehicle (LRV) Wheel Sensor System, Pages 70, 71, and 72.

Delete:

A. Construction

Contractor must cut and patch concrete for installation of wheel sensor to rails. Contractor must not cut or nick rails. Contractor is responsible for the replacement of nicked rails, up to 40 feet each side of the nick.

Contractor shall coordinate all work within the LRT trackway with Sacramento Regional Transit (RT). The contractor shall furnish and install the LRV wheel sensor system per the manufacturer's recommendations and according to RT.

All work within the trackway shall take place during non-revenue hours of the LRT system on K-Street and shall be arranged with RT a minimum of 72 hours in advance of beginning the trackway work. The contractor shall be responsible for all work involved in installing and configuring the LRV wheel sensor system except for the act of drilling into or other penetrations of the existing LRT rails.

Insert:

A. Construction

Contractor must cut and patch concrete for installation of wheel sensor to rails. Contractor must not cut or nick rails. Contractor is responsible for the replacement of nicked rails, up to 40 feet each side of the nick.

Contractor shall coordinate all work within the LRT trackway with Sacramento Regional Transit (RT). The contractor shall furnish and install the LRV wheel sensor system per the manufacturer's recommendations and according to RT.

All work within the trackway shall take place during non-revenue hours of the LRT system on K-Street and shall be arranged with RT a minimum of 72 hours in advance of beginning the trackway work. The contractor shall be responsible for all work involved in installing and configuring the LRV wheel sensor system .

All the wheel sensor installation work needs to be done under Red Tag.

All the sensor system work needs to inspected by RT and City. The cables for wheel sensors need to be megger tested. The results need to be submitted before operation of the system.

ITEM 11: REF: 3. Items of the Proposal, Item No. 11 Replace RT Crossover Switch Box, Pages 78.

Delete:

Item No. 11 REPLACE RT CROSSOVER SWITCH BOX

Existing switch boxes located at the rail crossover between 9th and 10th Streets shall be replaced as shown on the plans, as specified in these special provisions and as directed by the Engineer.

The switch boxes shall be designed to support H-20 traffic loading and match the existing switch boxes in terms of general design and operation. The switch boxes shall be manufactured with steel. The Contractor shall prepare and submit shop drawings, stamped by a California registered professional engineer, for approval by RT and the Engineer. RT and the Engineer shall have a minimum of 5 working days to approve the submittal. The shop drawings shall include the exact dimensions to allow the switch boxes to be mounted on the existing rail ties and the lid shall sit flush with the finished grade of the stamped concrete. The cover/lid shall be a lockable lid and shall include a non-skid textured surface.

The Contractor shall be responsible for inspecting the existing switch boxes and confirming the exact dimensions and elevations to allow the continued operation of the switch mechanism after the box is replaced.

This work shall occur during non-operating hours and shall be coordinated fully with RT. RT shall be present during the removal and installation of the new switch box. Each switch box shall be removed and replaced during one non-operation period.

Payment shall be at the contract unit price per each for Replace RT Crossover Switch Box and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in replacing the existing switch boxes as shown on the Plans, as specified in these Special Provisions and locations as directed by the Engineer.

Insert:

Item No. 11 - REPLACE RT CROSSOVER SWITCH BOX

Existing switch boxes located at the rail crossover between 9th and 10th Streets shall be replaced as shown on the plans, as specified in these special provisions and as directed by the Engineer.

The switch boxes shall be designed to support H-20 traffic loading and match the existing switch boxes in terms of general design and operation. The switch boxes shall be manufactured with steel. The Contractor shall prepare and submit shop drawings, stamped by a California registered professional engineer, for approval by RT and the Engineer. RT and the Engineer shall have a minimum of 5 working days to approve the submittal. The shop drawings shall include the exact dimensions to allow the switch boxes to be mounted on the existing rail ties and the lid shall sit flush with the finished grade of the stamped concrete. The cover/lid shall be a lockable lid and shall include a non-skid textured surface.

The Contractor shall be responsible for inspecting the existing switch boxes tand confirming the exact dimensions and elevations to allow the continued operation of the switch mechanism after the box is replaced.

This work shall occur during a Red Tag and shall be coordinated fully with RT. RT shall be present during the removal and installation of the new switch box. Each switch box shall be removed and replaced during one non-operation period.

Payment shall be at the contract unit price per each for Replace RT Crossover Switch Box and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in replacing the existing switch boxes as shown on the Plans, as specified in these Special Provisions and locations as directed by the Engineer.

ITEM 12: REF: 3. Items of the Proposal, Item No. 24 - Detectable Warning Tile, Pages 90.

Delete:

ITEM NO. 24 DETECTABLE WARNING TILE

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

Detectable Warning Tiles shall be Armor Tile, ADA Solutions or approved equal, as manufactured by Engineered Plastics Inc.: Product (#1) #ADA-C3648S-YW, Cast in Place, Sound Amplifying, Color Federal Yellow, Product (#2) #ADA-S-3648-YW, Surface Applied, Sound Amplifying, Color Federal Yellow or ADA Solutions Product (#1) # 3648IDPAV1Y, Cast in Place, Sound Amplifying, Color Federal Yellow, Product (#2) # 3648IDRET1Y, Surface Applied, Sound Amplifying, Color Federal Yellow. Detectable Warning Tiles shall have a five (5) year written warranty.

On an existing compliant concrete surface, detectable warning tile shall be installed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-78 and T-79) of the Standard Specifications.

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

Detectable warning tile at passenger drop off areas shall be staggered dome pattern. Detectable warning tile at intersections shall be in-line dome pattern.

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

Insert:

ITEM NO. 24 DETECTABLE WARNING TILE

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

Detectable Warning Tiles shall be Armor Tile, ADA Solutions or approved equal, as manufactured by Engineered Plastics Inc.: Product (#1) #ADA-C3648S-YW, Cast in Place, Sound Amplifying, Color Federal Yellow, Product (#2) #ADA-S-3648-YW, Surface Applied, Sound Amplifying, Color Federal Yellow or ADA Solutions Product (#1) # 3648IDPAV1Y, Cast in Place, Sound Amplifying, Color Federal Yellow, Product (#2) # 3648IDRET1Y, Surface Applied, Sound Amplifying, Color Federal Yellow. For transit boarding tiles, only Armor Tile products shall be used, no

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

On an existing compliant concrete surface, detectable warning tile shall be installed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-78 and T-79) of the Standard Specifications.

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

Detectable warning tile at passenger drop off areas shall be staggered dome pattern. Detectable warning tile at intersections shall be in-line dome pattern.

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

ITEM 13: REF: 3. Items of the Proposal, Item No. 27 – Install Bench, Pages 91.

Delete: -

ITEM NO.27: INSTALL BENCH

Benches shall be installed at the locations shown on the plans and in accordance with manufacturer's recommendations and these special provisions.

Benches shall be Landscape Forms, Scarborough (black) 96-inch long with horizontal straps and center armrest (surface mounted) or approved equal.

Payment shall be at the unit price bid per each for install bench and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing benches complete in place, including bolts, fasteners, painting, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Insert: -

ITEM NO.27: INSTALL BENCH

Benches shall be installed at the locations shown on the plans and in accordance with manufacturer's recommendations and these special provisions. Final locations will be as shown on plans provided to the Contractor at the preconstruction meeting and as determined by the Engineer.

Benches will be provided by the City. The Contractor shall pick-up all 17 benches at the City of Sacramento North Area Corporation Yard, 918 Del Paso Road, Sacramento, CA 95835. Contractor is responsible for providing machinery and manpower to unload and load all City furnished equipment to the site. Loading, unloading, pick-up, and delivery of these items will be considered as included in the price bid for install bench and no additional compensation will be allowed therefor.

The Contractor shall be responsible for any damage that occurs in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City. Any damaged material and equipment shall be removed at the Engineer's discretion.

Benches that are damaged and removed shall become the property of the Contractor. The Contractor is responsible for disposing of any damaged or removed benches.

The Contractor's responsibility for City supplied equipment shall be in accordance with Section 6-1.02, "State-Furnished Materials," of the State Standard Specifications.

Payment shall be at the unit price bid per each for install bench and shall include full compensation for all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing benches complete in place, including bolts, fasteners, painting, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM 14: ITEM 15:REF: The Special Provisions, Item of Proposal, New Item.

ITEM NO.43: Additional Installation of Conduit

Contractor is responsible to conduct pre-installation inspection and proofing of conduit in Regional Transit's Duct Bank between 8th and 12th Streets. As the first item of work, contractor to verify each segment of conduit has the integrity and capacity for pulling additional fiber cable in the presence of City and Regional Transit staff. In the event

pretesting determines additional fiber cable cannot be pulled, for any reason, between any segment, contractor will construct a new parallel conduit by horizontal directional drilling in a new location as determined by the Engineer. Location and size will be determined by the Engineer.

This item shall include horizontal directional drilling, installation of conduit, installation of Maxcell innerduct with pull rope (3-1.25" - MXCM3303BK 3-Cell), a new pull box at each end of the new segment(s), hand dug connections from new pull box to Regional Transit Duct Bank manhole, and all work needed to complete this work per City and Regional Transit requirements, and per Section 2.5 and Section 2.7 of these Special Provisions. This method could potentially apply to between one and four segments of Regional Transit Duct Banks between 8th and 12th Streets.

In the event pretesting of existing conduits in Regional Transit's Duct Bank determines additional fiber cable can be pulled through the path shown in these plans and per specification, the city will cancel this item.

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

ITEM 15 **Question:** There is mention on the specifications page 91, and on the sheet 16 under NOTES:, that all signs including street names signs are to be included. However, there are no drawings or locations shown on the plans. Could you please clarify if in fact street name signs are included as part of the signage portion of this bid and if they are where I could find this information.

Answer: Street names signs are existing and are to remain in their current location and/or moved to new pole locations as shown on the plans on sheets S-1, S-2, and S-3.

ITEM 16 **Question:** All signs are to conform to City of Sacramento standard specifications, Caltrans standards and California manual on uniform traffic controls. Can you provide me with the City of Sacramento sign standards?

Answer: Please see the following websites.

- http://www.cityofsacramento.org/utilities/pubs/stdspecs/Transportation.pdf
- http://www.cityofsacramento.org/transportation/dot_media/development_engineer/forms/plan-check/design_procedures-manual/section15-street-design-standards.pdf

June 15, 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:

CARS ON K STREET
(PN: T15095300)

in the City 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 Description	Unit	Estimated Quantity	Unit Price	Authorized Amount
	CIVIL ITEMS				
1	PRECONSTRUCTION PHOTOGRAPHS	1	LS		
2	PREPARE WATER POLLUTION CONTROL PROGRAM	1	LS		
3	CONSTRUCTION SITE MANAGEMENT	1	LS		
4	TRAFFIC CONTROL SYSTEM	1	LS		
5	CLEARING AND GRUBBING	1	LS		
6	TREE REMOVAL	2	EA		
7	ADJUST MAINTENANCE HOLE TO GRADE	2	EA		
8	ADJUST UTILITY BOX TO GRADE	2	EA		
9	RELOCATE IRRIGATION SERVICE PEDESTAL	2	EA		
10	REPLACE WV AND ADJUST TO GRADE	2	EA		
11	REPLACE RT CROSSOVER SWITCH BOX	4	EA		
12	POTHOLING BY DRILLING	40	EA		
13	ROADWAY EXCAVATION	500	CY		
14	UNSUITABLE MATERIAL TO REMOVE AND REPLACE	50	TON		

15	PAVEMENT PLANING (COLD PLANING)	140	SY		
16	CLASS 2 AGGREGATE BASE	40	TON		
17	HOT MIX ASPHALT (TYPE A, 3/4" MAX)	25	TON		
18	PCC (TREE WELL CURB) AND RAILING	1245	LF		
19	PCC STAMPED CONCRETE	6450	SF		
20	PCC STAMPED CONCRETE (CROSSOVER)	3660	SF		
21	CONSTRUCT BRICK PAVERS	425	SF		
22	6" PCC SIDEWALK	900	SF		
23	12" WIDE PCC BAND (BROOMED FINISH)	250	LF		
24	DETECTABLE WARNING TILE	2150	SF		
25	INSTALL BOLLARD	80	EA		
26	INSTALL REMOVABLE BOLLARD	12	EA		
27	INSTALL BENCH	17	EA		
28	INSTALL BICYCLE RACK (RING TYPE)	2	EA		
29	SIGNING AND STRIPING	1	LS		
	TRAFFIC SIGNAL MODIFICATION				
30	TRAFFIC SIGNAL MODIFICATION (8TH ST/K ST)	1	LS		
31	TRAFFIC SIGNAL MODIFICATION (9TH ST/K ST)	1	LS		
32	TRAFFIC SIGNAL MODIFICATION (10TH ST/K ST)	1	LS		
33	TRAFFIC SIGNAL INSTALLATION (11TH ST/K ST)	1	LS		
34	TRAFFIC SIGNAL MODIFICATION (12TH ST/K ST)	1	LS		
35	LIGHT RAIL VEHICLE (LRV) WHEEL SENSOR SYSTEM (9TH ST/K ST)	1	LS		
36	LIGHT RAIL VEHICLE (LRV) WHEEL SENSOR SYSTEM (10TH ST / K ST)	1	LS		
37	FIBER OPTIC CABLE INSTALLATION AND TESTING	1	LS		
	LANDSCAPE AND IRRIGATION				

38	MODIFY EXISTING IRRIGATION SYSTEM	1	LS		
39	SOIL PREPARATION AND FINISH GRADING	1	LS		
40	LANDSCAPE PLANTING	1	LS		
41	LANDSCAPE MAINTENANCE	3	MONTH		
42	IMPORTED TOPSOIL	8	CY		
43	ADDITIONAL INSTALLATION OF CONDUIT	800	LF		

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 award of Agreement and prior to award, and to begin work within five (15) days after receipt of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **Sixty (55) Working Days**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

A schedule of values (cost break-down) for lump-sum electrical items shall be included with the bid. Otherwise, the bid will be deemed non-responsive. See Electrical Provisions for requirements of the cost breakdown.

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

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

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

The Contractor shall provide bonds and sign the agreement upon notice of intent to award by the City and prior to the scheduled City Council award date. **The Contractor shall pay a sum in the amount of ten thousand dollars ($10,000) as an administrative penalty for not providing bonds and signed agreement prior to the pre-construction meeting to be arranged by the City. The penalty will be deducted from the 1st payment made to the Contractor.** The City shall reimburse the Contractor for any costs incurred in obtaining bonds if the contract is not awarded to the Contractor.

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 a 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. _____

Email_____

FOR CITY USE ONLY

Bid Bond Security
☐ Properly Signed ☐ *Improperly Signed*
☐ *Not Included* ☐ Not Required

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

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)

Please indicate you are any of the following:

EBE_____ Cert #_____ SBE_____Cert #_____

UDBE_____Cert #_____ M/WBE_____Cert #_____

SCHEDULE OF VALUES V3 3/29/2011

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

PROJECT NAME: Cars on K Street
CITY PROJECT NUMBER: T15095300
CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:
PHONE NUMBER: ( )
INVOICE NUMBER: T15095300-

Remit To: 15-Jun-11
Department of Transportation
Engineering Services Division
915 "I" Street, Room 2000
Sacramento, CA 95814

Payment No.
Work Performed Thru
Days Expended on Contract

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	PRECONSTRUCTION PHOTOGRAPHS	1	LS									1.00	
2	PREPARE WATER POLLUTION CONTROL PROGRAM	1	LS									1.00	
3	CONSTRUCTION SITE MANAGEMENT	1	LS									1.00	
4	TRAFFIC CONTROL SYSTEM	1	LS									1.00	
5	CLEARING AND GRUBBING	1	LS									1.00	
6	REMOVE TREE	2	EA									2.00	
7	ADJUST MAINTENANCE HOLE TO GRADE	2	EA									2.00	
8	ADJUST UTILITY BOX TO GRADE	2	EA									2.00	
9	RELOCATE IRRIGATION SERVICE PEDESTAL	2	EA									2.00	
10	REPLACE WV AND ADJUST TO GRADE	2	EA									2.00	
11	REPLACE RT CROSSOVER SWITCH BOX	4	EA									4.00	
12	POTHOLING BY DRILLING	40	EA									40.00	
13	ROADWAY EXCAVATION	500	CY									500.00	
14	UNSUITABLE MATERIAL TO REMOVE AND REPLACE	50	TON									50.00	
15	PAVEMENT PLANING (COLD PLANING)	140	SY									140.00	
16	CLASS 2 AGGREGATE BASE	40	TON									40.00	
17	HOT MIX ASPHALT (TYPE A, 3/4" MAX)	25	TON									25.00	
18	PCC (TREE WELL CURB) AND RAILING	1,245	LF									1,245.00	
19	PCC STAMPED CONCRETE	6,450	SF									6,450.00	
20	PCC STAMPED CONCRETE (CROSSOVER)	3,660	SF									3,660.00	
21	CONSTRUCT BRICK PAVERS	425	SF									425.00	
22	6" PCC SIDEWALK	900	SF									900.00	
23	12" WIDE PCC BAND (BROOMED FINISH)	250	LF									250.00	
24	DETECTABLE WARNING TILE	2,150	SF									2,150.00	
25	INSTALL BOLLARD	80	EA									80.00	

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
26	INSTALL REMOVABLE BOLLARD	12	EA									12.00	
27	INSTALL BENCH	17	EA									17.00	
28	INSTALL BICYCLE RACK (RING TYPE)	2	EA									2.00	
29	SIGNING AND STRIPING	1	LS									1.00	
	TRAFFIC SIGNAL MODIFICATION												
30	TRAFFIC SIGNAL MODIFICATION (8TH ST/K ST)	1	LS									1.00	
31	TRAFFIC SIGNAL MODIFICATION (9TH ST/K ST)	1	LS									1.00	
32	TRAFFIC SIGNAL MODIFICATION (10TH ST/K ST)	1	LS									1.00	
33	TRAFFIC SIGNAL INSTALLATION (11TH ST/K ST)	1	LS									1.00	
34	TRAFFIC SIGNAL MODIFICATION (12TH ST/K ST)	1	LS									1.00	
35	LIGHT RAIL VEHICLE (LRV) WHEEL SENSOR SYSTEM (9TH ST/K ST)	1	LS									1.00	
36	LIGHT RAIL VEHICLE (LRV) WHEEL SENSOR SYSTEM (10TH ST / K ST)	1	LS									1.00	
37	FIBER OPTIC CABLE INSTALLATION AND TESTING	1	LS									1.00	
	LANDSCAPE AND IRRIGATION												
38	MODIFY EXISTING IRRIGATION SYSTEM	1	LS									1.00	
39	SOIL PREPARATION AND FINISH GRADING	1	LS									1.00	
40	LANDSCAPE PLANTING	1	LS									1.00	
41	LANDSCAPE MAINTENANCE	3	MONTH									3.00	
42	IMPORTED TOPSOIL	8	CY									8.00	
43	ADDITIONAL INSTALLATION OF CONDUIT	800	LF									800.00	
		Original Contract Total:											
	Change Order #1 - See change order summary sheet for details												
	Change Order #2 - See change order summary sheet for details												
	Change Order #3 - See change order summary sheet for details												
	Change Order #4 - See change order summary sheet for details												
	Change Order #5 - See change order summary sheet for details												
	Change Order #6 - See change order summary sheet for details												
	Change Order #7 - See change order summary sheet for details												
	Change Order #8 - See change order summary sheet for details												
	Change Order #9 - See change order summary sheet for details												
		Sum of all Change Orders			$0.00	"Total Work to Date" From Previous Pay Request		This Estimate (current work)		Total Work to Date		Balancing Total of Adjusted Contract	$0.00

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous W .npleted (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
		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 rention 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

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

Cars on K Street

(PN: T15095300)
Addendum No. 2

June 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, Nader Kamal at (916) 808-7035.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

Cars on K Street

(PN: T15095300)
Addendum No. 2

ITEM 1: The Bid opening remains on June 22, 2011.

ITEM 2 **Question:** Plan sheet 11 (railing grounding detail) Will each panel within 15' of center line of the tracks require an individual ground rod or will one ground rod at each planter suffice as long as the grounding wire loops to the panels at each planter (maximum of 4 panels per ground rod)?
Answer: One ground rod will suffice

ITEM 4 **Question:** Plan sheet 12 construction note 3 , It appears that the 3 has been placed at areas that may not be correct.
Answer: No, this is correct

ITEM 5: REF: The Special Provisions, Section 1.25 – Regional Transit Coordination, page 19 and 20.; and Appendix 1, Exhibit A, RT General Special Provisions

Delete:

<u>Lookout protection required when any person or equipment is expected to be within ten feet (10') of tracks:</u>

10. No construction equipment or personnel is allowed within ten feet (10') of the nearest rail without RT Lookout protection.

11. Lookouts must be scheduled at least one (1) week in advance by sending an email request to lookoutrequest@sacrt.com containing the requestor's company name, when, where, and how long the Lookout will be needed.

12. Any directions regarding track safety given by the Lookout MUST be followed IMMEDIATELY.

13. The ENTIRE work party MUST have a MANDATORY briefing with the Lookout PRIOR to beginning work within ten feet (10') of the track. The briefing only takes a few moments.

14. If someone comes to the work area after work has begun, they MUST also have the MANDATORY briefing with the Lookout BEFORE going to work in the area.
15. If the work area spreads out and the Lookout, at his/her sole discretion, concludes a satisfactory level of safety cannot be provided, work in the outlying areas must STOP immediately.

All costs associated with meeting the requirements and permit conditions listed above shall be included in the unit prices bid for the various items of work and no separate payment shall be made therefore.

Insert:

Lookout protection required when any person or equipment is expected to be within ten feet (10') of tracks:

10. No construction equipment or personnel is allowed within ten feet (10') of the nearest rail without Lookout protection provided by the Contractor.

11. The Contractor personnel assigned to Lookout protection must attend RT's "On Track Safety" (OTS) training program prior to arriving at the job site. Please contact the RT Safety Department at OTSTraining@sacrt.com to schedule the training. The training is approximately 2 hours long and could take up to 2 weeks to schedule. In addition, the Contractor personnel assigned to Lookout protection must attend RT's "Lookout" training program prior to arriving at the job site. Contractor to contact the RT Safety Department at OTSTraining@sacrt.com to schedule the training. The training is approximately 4 hours long and could take up to 2 weeks to schedule.

12. Contractor shall notify RT when Lookouts will be implemented during construction at least one (1) week in advance identifying company name, when, where, and how long the Lookout will be implemented.

13. Any directions regarding track safety given by the Contractor personnel assigned to Lookout protection MUST be followed IMMEDIATELY.

14. The ENTIRE work party MUST have a MANDATORY briefing with the Contractor personnel assigned to Lookout protection PRIOR to beginning work within ten feet (10') of the track. The briefing only takes a few moments.

15. If someone comes to the work area after work has begun, they MUST also have the MANDATORY briefing with the Contractor personnel assigned to Lookout protection BEFORE going to work in the area.

16. If the work area spreads out and the Contractor personnel assigned to Lookout protection, at his/her sole discretion, concludes a satisfactory level of safety cannot be provided, work in the outlying areas must STOP immediately.

All costs associated with meeting the requirements and permit conditions listed above shall be included in the unit prices bid for the various items of work and no separate payment shall be made therefore.

ITEM 6: REF: The Special Provisions, Bid Proposal,
Bid ITEM 43 "ADDITIONAL INSTALLATION OF CONDUIT.

Add: The conduit to be installed shall be 4", Schedule 80, per City standard.

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

Cars on K Street

(PN: T15095300)
Addendum No. 3

June 20, 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, Nader Kamal at (916) 808-7035.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

Cars on K Street

(PN: T15095300)
Addendum No. 3

ITEM 1: The Bid opening remains on June 22, 2011.

ITEM 2: REF: The Bid Proposal, BID ITEM 6 "TREE REMOVAL".

The City reserves the right to award the contract with or without bid item 6, and to add the work under bid item 6 later as a contract change order. However, for the purpose of determining the lowest bid submitted, the total bid amount including item six shall be the basis for selecting the lowest responsive and responsible bidder for contract award.

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

May ~~25~~ 26, 2011

RE: City of Sacramento Construction Contracting Opportunities

The City of Sacramento is currently soliciting bids **Cars on K Street Project (PN: T15095300)** The project will consist of in general, the reintroducing vehicles to the K Street Mall between 8th Street and 12th Street. The improvements include signal modifications, a new pedestrian signal at 11th Street and K Street, traffic camera at 10th and K Street, new audio heads for Accessible Pedestrian Signal (APS), signage, striping, edge treatments, ADA improvements, concrete pavement between 9th and 10th Streets, planting and irrigation, and street furniture.

The electrical work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to install street lighting as indicated on the Plan sheets and these Special Provisions.
Bids to be received Wednesday, June 22, 2011 at 2:00 p.m. The plans may be reviewed at the following locations:

1. Construction Data & News,
   1791 Tribute Rd. Suite D, Sacramento, CA 95815

2. Greater Sacramento Small Business Development Center
   1410 Ethan Way, Sacramento, CA 95815

3. Sacramento Builders Exchange
   1331 T Street, Sacramento, CA 95814

4. Sacramento Builders Exchange, Roseville Office
   1 Sierragate, Suite 290-C, Roseville, CA 95678

5. El Dorado Builders Exchange
   3430 Robin Lane, Suite 7, Cameron Park, CA 95682

6. Placer County Builders' Exchange
   10656 Industrial Ave, Roseville, CA 95678

7. Construction Market Data
   1540 River Park Drive, Suite 117, Sacramento, CA 95815

8. Nevada County Contractors Association
   111-A New Mohawk Rd, Nevada City, CA 95959

9. Shasta Builder's Exchange
   2990 Innsbruck Dr, Redding, CA 96003

10. San Francisco Builders Exchange
    850 South Van Ness Ave, San Francisco, CA 94110-1911

11. Builders Exchange of Santa Clara
    400 Reed Street, Santa Clara, CA 95050

12. Sacramento Hispanic Chamber of Commerce
    1491 River Park Drive, Ste #101, Sacramento, CA 95815

13. Fresno Builders Exchange
    1244 Mariposa Street, Fresno, CA 93707-0111

14. Peninsula Builders Exchange
    735 Industrial Rd, Ste #100, San Carlos, CA 94070

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 **$1,800,000. The City Project Manager is Nader Kamal (916) 808-7035.**

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

City of Sacramento
Formal Bid / Proposal Delivery Options

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	**United States Postal Service (USPS)** - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk's Office *P.O. Box 122391* Sacramento, CA 95812-2391
2.	**Expedited Services** - FedEx - UPS - DHL	Sacramento City Clerk's Office *915 I Street, Ste. 122391* Sacramento, CA 95814-2604
3.	**Personal Delivery** - Hand Delivery - Courier	Sacramento City Clerk's Office *Historic City Hall* *915 I Street, Ste. 116* Sacramento, CA 95814

CONTENTS OF PROJECT MANUAL

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Invitation to Bid	1 - 6
ESBE Requirements	1 – 3
Apprenticeship Standards	1 – 6
Bid Proposal Form	1 – 5
Bid Proposal Guarantee	1 only
Drug Free Work Place	1 only
Subcontractor Form	1 only
Minimum Qualifications Questionnaire	1 - 6
Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
City of Sacramento Arizona Policy	1 only
Green Contracting Survey	1 - 3
Agreement	1 – 15
Performance Bond	1 only
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 **June 22, 2011** and will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

Cars on K Street

(PN: T15095300)

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:

Cars on K Street

(PN: T15095300)

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 ESBD program or these specifications.

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

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

1. The listed ESBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed ESBE becomes bankrupt or insolvent.

3. The listed ESBE subcontractor fails to meet the bond requirements of the Contractor.

4. The work performed by the listed subcontractor is unsatisfactory and/or is not in accordance with the plans and specifications, or the subcontractor fails to perform his/her obligations under the subcontractor contract.

5. It would be in the best interest of the City. The Contractor shall not be entitled to any payment for such work or materials unless it is performed or supplied by the listed SBE or EBE or other forces (including those of the Contractor) authorized in writing, by the City.

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

V. DEFINITIONS

A. Emerging Business Enterprise (EBE)

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

B. Small Business Enterprise (SBE)

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

C. CONTRACTOR

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

D. SUBCONTRACTOR

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

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

Chapter 1 of Division 2
APPRENTICES ON PUBLIC WORKS

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.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, 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. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct. (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(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 for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor 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.

(e) 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 to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

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

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she 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. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public

Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

1776. (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and 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 for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) 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.

(e) 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 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. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

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

(g) 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 this section. In the event that the contractor fails to comply within the 10-day period, he or she 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.

(h) 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.

(i) The director shall adopt rules consistent with the California Public
Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall become operative January 1, 2003.

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

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which he or she is training or (2) the rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in

the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "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 California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. 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 jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular 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 journeymen, the Chief of 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 for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent. (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5. (3) 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. (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that 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 covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of each fiscal year, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows: (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made. (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program. (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of administering this subdivision. (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which fund is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the division in administering this subdivision.

(n) 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.

(o) This section does 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).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

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

1777.7. (a) (1) A contractor or subcontractor that is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars ($100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Chief if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars ($300) for each full calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Chief, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due. (2) In lieu of the penalty provided for in this subdivision, the Chief may, for a first-time violation and with the concurrence of an apprenticeship program described in subdivision (d), 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 noncompliance.

(b) In the event a contractor or subcontractor is determined by the Chief to have knowingly committed a serious violation of any provision of Section 1777.5, the Chief may also deny to the contractor or subcontractor, and to its responsible officers, the right to bid on or be awarded or perform work as a subcontractor on 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 a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Chief becomes a final order of the Administrator of Apprenticeship.

(c) (1) An affected contractor, subcontractor, or responsible officer may obtain a review of the determination of the Chief imposing the debarment or civil penalty by transmitting a written request to the office of the Administrator within 30 days after service of the determination of debarment or civil penalty. A copy of this report shall also be served on the Chief. If the Administrator does not receive a timely request for review of the determination of debarment or civil penalty made by the Chief, the order shall become the final order of the Administrator. (2) Within 20 days of the timely receipt of a request for review, the Chief shall provide the contractor, subcontractor, or responsible officer the opportunity to review any evidence the Chief may offer at the hearing. The Chief shall also promptly disclose any nonprivileged documents obtained after the 20-day time limit at a time set forth for exchange of evidence by the Administrator. (3) Within 90 days of the timely receipt of a request for review, a hearing shall be commenced before the Administrator or an impartial hearing officer designated by the Administrator and possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The affected contractor, subcontractor, or responsible officer shall have the burden of providing evidence of compliance with Section 1777.5. (4) Within 45 days of the conclusion of the hearing, the Administrator shall issue a written decision affirming, modifying, or dismissing the determination of debarment or civil penalty. The decision shall contain a statement of the factual and legal basis for the decision and an order. This decision shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party that the party has filed with the Administrator. Within 15 days of issuance of the decision, the Administrator may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time. (5) An affected contractor, subcontractor, or responsible officer who has timely requested review and obtained a decision under paragraph (4) may obtain review of the decision of the Administrator by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the final decision. If no timely petition for a writ of mandate is filed, the decision shall become the final order of the

Administrator. The decision of the Administrator shall be affirmed unless the petitioner shows that the Administrator abused his or her discretion. If the petitioner claims that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in light of the entire record. (6) The Chief may certify a copy of the final order of the Administrator and file it with the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order. A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and be given the same preference allowed by the law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section. An awarding body that has withheld funds in response to a determination by the Chief imposing a penalty under this section shall, upon receipt of a certified copy of a final order of the Administrator, promptly transmit the withheld funds, up to the amount of the certified order, to the Administrator.

(d) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a), unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements: (1) The contract executed between the contractor and the subcontractor or the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815. (2) The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of Section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor. (3) Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due the subcontractor for work performed on the public works project until the failure is corrected. (4) Prior to making the final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

(e) 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.

(f) The Chief shall consider, in setting the amount of a monetary penalty, in determining whether a violation is serious, and in determining whether and for how long a party should be debarred for violating this section, all of the following circumstances: (1) Whether the violation was intentional. (2) Whether the party has committed other violations of Section 1777.5. (3) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation. (4) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices. (5) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs. If a party seeks review of a decision by the Chief to impose a monetary penalty or period of debarment, the Administrator shall decide de novo the appropriate penalty, by considering the same factors set forth above.

(g) The interpretation of Section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council. The Administrator may adopt regulations to establish guidelines for the imposition of monetary penalties and periods of debarment and may designate precedential decisions under Section 11425.60 of the Government Code.

NOTE: THE ABOVE CALIFORNIA LABOR CODE SECTIONS ARE AVAILABLE FROM THE INTERNET @ www.dir.ca.gov/.

DAS 10 (Rev. 04-02)

BID PROPOSAL FORMS

PLEASE REMOVE AND

COMPLETE

THE FOLLOWING DOCUMENTS

AND

SUBMIT AS

THE BID PROPOSAL

PACKAGE

CITY OF SACRAMENTO
Department of Transportation
Engineering Services Division

Navajo Pipelines

Bid Proposal 6/22, 2011

June 15, 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:

CARS ON K STREET
(PN: T15095300)

in the City 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 Description	Unit	Estimated Quantity	Unit Price	Authorized Amount
	CIVIL ITEMS				
1	PRECONSTRUCTION PHOTOGRAPHS	1	LS	2500.-	2500.-
2	PREPARE WATER POLLUTION CONTROL PROGRAM	1	LS	5000.-	5000.-
3	CONSTRUCTION SITE MANAGEMENT	1	LS	5000.-	5000.-
4	TRAFFIC CONTROL SYSTEM	1	LS	25000.-	25000.-
5	CLEARING AND GRUBBING	1	LS	150000.-	150000.-
6	TREE REMOVAL	2	EA	2500.-	5000.-
7	ADJUST MAINTENANCE HOLE TO GRADE	2	EA	1000.-	2000.
8	ADJUST UTILITY BOX TO GRADE	2	EA	1500.-	3000.-
9	RELOCATE IRRIGATION SERVICE PEDESTAL	2	EA	9800.-	19600.-
10	REPLACE WV AND ADJUST TO GRADE	2	EA	750.-	1500.-
11	REPLACE RT CROSSOVER SWITCH BOX	4	EA	15000.-	60000.-
12	POTHOLING BY DRILLING	40	EA	700.-	28000.-
13	ROADWAY EXCAVATION	500	CY	100.-	50000.-
14	UNSUITABLE MATERIAL TO REMOVE AND REPLACE	50	TON	10.-	500.-

15	PAVEMENT PLANING (COLD PLANING)	140	SY	38.-	5320.-
16	CLASS 2 AGGREGATE BASE	40	TON	200.-	8000.-
17	HOT MIX ASPHALT (TYPE A, 3/4" MAX)	25	TON	350.-	8750.-
18	PCC (TREE WELL CURB) AND RAILING	1245	LF	115.-	143,175.-
19	PCC STAMPED CONCRETE	6450	SF	17.-	109650.-
20	PCC STAMPED CONCRETE (CROSSOVER)	3660	SF	22.-	80520.-
21	CONSTRUCT BRICK PAVERS	425	SF	40.-	17000.-
22	6" PCC SIDEWALK	900	SF	12.-	10800.-
23	12" WIDE PCC BAND (BROOMED FINISH)	250	LF	40.-	10000.-
24	DETECTABLE WARNING TILE	2150	SF	42.-	90300.-
25	INSTALL BOLLARD	80	EA	780.-	62400.-
26	INSTALL REMOVABLE BOLLARD	12	EA	780.-	9360.-
27	INSTALL BENCH	17	EA	2800.-	47600.-
28	INSTALL BICYCLE RACK (RING TYPE)	2	EA	1200.-	2400.-
29	SIGNING AND STRIPING	1	LS	35,000.-	35000.-
	TRAFFIC SIGNAL MODIFICATION				
30	TRAFFIC SIGNAL MODIFICATION (8TH ST/K ST)	1	LS	160000	160,000
31	TRAFFIC SIGNAL MODIFICATION (9TH ST/K ST)	1	LS	170,000	170,000
32	TRAFFIC SIGNAL MODIFICATION (10TH ST/K ST)	1	LS	180,000.-	180,000
33	TRAFFIC SIGNAL INSTALLATION (11TH ST/K ST)	1	LS	120,000.-	120,000.-
34	TRAFFIC SIGNAL MODIFICATION (12TH ST/K ST)	1	LS	138000	138000.-
35	LIGHT RAIL VEHICLE (LRV) WHEEL SENSOR SYSTEM (9TH ST/K ST)	1	LS	15000.-	15000
36	LIGHT RAIL VEHICLE (LRV) WHEEL SENSOR SYSTEM (10TH ST / K ST)	1	LS	15000.-	15000.-
37	FIBER OPTIC CABLE INSTALLATION AND TESTING	1	LS	75000.-	75000.-
	LANDSCAPE AND IRRIGATION				

38	MODIFY EXISTING IRRIGATION SYSTEM	1	LS	30000.-	30000.-
39	SOIL PREPARATION AND FINISH GRADING	1	LS	6900.-	6900.-
40	LANDSCAPE PLANTING	1	LS	33000.-	33000.-
41	LANDSCAPE MAINTENANCE	3	MONTH	2500.-	7500.-
42	IMPORTED TOPSOIL	8	CY	150.-	1200.-
43	ADDITIONAL INSTALLATION OF CONDUIT	800	LF	60.-	48000.-

$ 1949075.- 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 award of Agreement and prior to award, and to begin work within five (15) days after receipt of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **Sixty (55) Working Days**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

A schedule of values (cost break-down) for lump-sum electrical items shall be included with the bid. Otherwise, the bid will be deemed non-responsive. See Electrical Provisions for requirements of the cost breakdown.

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

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

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

The Contractor shall provide bonds and sign the agreement upon notice of intent to award by the City and prior to the scheduled City Council award date. **The Contractor shall pay a sum in the amount of ten thousand dollars ($10,000) as an administrative penalty for not providing bonds and signed agreement prior to the pre-construction meeting to be arranged by the City. The penalty will be deducted from the 1st payment made to the Contractor.** The City shall reimburse the Contractor for any costs incurred in obtaining bonds if the contract is not awarded to the Contractor.

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 a 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. #1 6/15/11 DATE
Add. #2 6/17/11 DATE
Add. #3 6/20/11 DATE

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

corporation

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR: Navajo Pipelines Inc

By Karen Silva
(Signature)

Karen Silva
(Print or Type)

Title President

Address 4671 24th St
Sacramento CA 95822

Telephone No. 916 448 0134

Fax No. 916 448 0841

Email navajoinc

FOR CITY USE ONLY

Bid Bond Security
☐ Properly Signed ☐ *Improperly Signed*
☐ *Not Included* ☐ Not Required

Type of Deposit
☒ Bid Bond ☐ Cashier/Certified Check
☐ Other_____ Initial: VE

Date 6/22/11

Contractor's License No. 655660 Type A

Expiration Date 6/30/12

Tax I.D. Nos.- Fed. 680382103 State 3984002-0

City of Sacramento Business Operation Tax Certificate No. 90791

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

Please indicate you are any of the following:

EBE X Cert # 19205 SBE X Cert # 19205

UDBE____ Cert #_____ M/WBE X Cert # 11010045

CITY OF SACRAMENTO
Department of Transportation
Engineering Services Division

BID PROPOSAL GUARANTEE

KNOW ALL MEN BY THESE PRESENTS,

That we, Navajo Pipelines, Inc.

as Principal, and Travelers Casualty and Surety Company of America

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

THE CONDITION OF THIS OBLIGATION IS SUCH
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened in the Council Chambers at City Hall, Sacramento, California, on **June 22, 2011** for the Work specifically described as follows:

Cars on K Street Project

(PN: T15095300)

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 2nd day of June 20 11.

Navajo Pipelines, Inc.
PRINCIPAL
4671 24th Street, Sacramento, CA 95822-1412
Address
Karen Silva

NOTARY

Travelers Casualty and Surety Company of America
SURETY
11070 White Rock Road, Suite 130, Rancho Cordova, CA 95679
Address
Monica A. Hutchison
Monica A. Hutchison, Attorney-in-Fact

NOTARY

(Rev. 5-6-91)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On June 2, 2011 (Date) before me, Nicole R. Taylor, Notary Public (Here Insert Name and Title of the Officer),

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

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

NICOLE R. TAYLOR
COMM. #1824462
NOTARY PUBLIC • CALIFORNIA
PLACER COUNTY
Commission Expires November 25, 2012

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 _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: Travelers Casualty and Surety Company of America

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

On June 6, 2011 before me, Jan M. Gothan (Notary Public),
(Here insert name and title of the officer)

personally appeared Karen Silva,

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.

Jan M. Gothan
Signature of Notary Public

JAN M. GOTHAN
Commission # 1782549
Notary Public - California
Sacramento County
My Comm. Expires Dec 27, 2011

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Proposal Guarantee
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 6/2/2011

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer
  President
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221987 **Certificate No.** 003966428

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

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

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

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

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

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

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

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

Marie C. Tetreault, Notary Public

58440-4-09 Printed in U.S.A.

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of June, 20 11.

Kori M. Johanson, Assistant Secretary

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

SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: CARS ON "K" STREET

BI #30 8TH STREET & "K" STREET

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
18-3-100 FOUNDATION 20' INCLUDING STEEL CASING	1	$15,000.00	EA	$15,000.00
TYPE 15TS FOUNDATION	1	$2,450.00	EA	$2,450.00
TYPE 1-B FOUNDATION	4	$1,250.00	EA	$5,000.00
18-3-100 STANDARD (CITY FURNISHED)	1	$1,800.00	EA	$1,800.00
TYPE 15TS STANDARD (CITY FURNISHED)	1	$1,200.00	EA	$1,200.00
1-B STANDARD	3	$1,250.00	EA	$3,750.00
RELOCATE EXISTING 1-B STANDARD	1	$825.00	EA	$825.00
METERED SERVICE	1	$3,850.00	EA	$3,850.00
TYPE 2070 INSTALLED IN EXISTING CONTROLLER	1	$9,650.00	EA	$9,650.00
UNDERGROUND CONDUIT SYSTEM INSTALLATION	320	$170.00	LF	$54,400.00
PVC 3"	240	$3.00	LF	$720.00
PVC 2"	80	$2.00	LF	$160.00
#5 PULLBOX	2	$1,000.00	EA	$2,000.00
N-44 PULLBOX	1	$1,500.00	EA	$1,500.00
#14 THW SIGNAL WIRE	4090	$1.50	LF	$6,135.00
#10 THW SIGNAL WIRE	250	$2.00	LF	$500.00
#6 THW SIGNAL WIRE	300	$2.50	LF	$750.00
RELOCATE EXISTING CCTV CAMERA	1	$1,250.00	EA	$1,250.00
TRAFFIC SIGNAL & PEDESTRIAN DISPLAY	10	$1,300.00	EA	$13,000.00
24" x 24" BLANKOUT SIGN	1	$3,000.00	EA	$3,000.00
36" x 30" BLANKOUT SIGN	1	$3,500.00	EA	$3,500.00
REMOVE & SALVAGE EXISTING EQUIPMENT	1	$2,930.00	LT	$2,930.00

BI #30 AMOUNT **$133,370.00**

SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: CARS ON "K" STREET

BI #31 9TH STREET & "K" STREET

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
17-2-100 FOUNDATION	1	$4,525.00	EA	$4,525.00
17-3-100 FOUNDATION	1	$4,525.00	EA	$4,525.00
TYPE 15TS FOUNDATION	1	$2,450.00	EA	$2,450.00
TYPE 1-B FOUNDATION	5	$1,250.00	EA	$6,250.00
17-2-100 STANDARD (CITY FURNISHED)	1	$1,800.00	EA	$1,800.00
17-3-100 STANDARD (CITY FURNISHED)	1	$1,800.00	EA	$1,800.00
TYPE 15TS STANDARD (CITY FURNISHED)	1	$1,200.00	EA	$1,200.00
1-B STANDARD	5	$1,250.00	EA	$6,250.00
METERED SERVICE	1	$3,450.00	EA	$3,450.00
INSTALL TYPE 2070 / 332 CONTROLLER	1	$12,000.00	EA	$12,000.00
UNDERGROUND CONDUIT SYSTEM INSTALLATION	370	$100.00	LF	$37,000.00
PVC 4"	10	$3.00	LF	$30.00
PVC 3"	250	$2.20	LF	$550.00
PVC 2"	110	$1.60	LF	$176.00
#5 PULLBOX	1	$1,000.00	EA	$1,000.00
N-6 PULLBOX	4	$1,100.00	EA	$4,400.00
#14 THW SIGNAL WIRE	6040	$1.50	LF	$9,060.00
#10 THW SIGNAL WIRE	560	$2.00	LF	$1,120.00
#6 THW SIGNAL WIRE	350	$2.50	LF	$875.00
VIDEO DETECTION CAMERA CAMERA	1	$6,800.00	EA	$6,800.00
TRAFFIC SIGNAL & PEDESTRIAN DISPLAY	20	$1,300.00	EA	$26,000.00
24" x 24" BLANKOUT SIGN	3	$3,000.00	EA	$9,000.00
36" x 30" BLANKOUT SIGN	1	$3,500.00	EA	$3,500.00
REMOVE & SALVAGE EXISTING EQUIPMENT	1	$1,175.00	LT	$1,175.00

BI #31 AMOUNT **$144,936.00**

REVISED

SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: CARS ON "K" STREET

BI #32 10TH STREET & "K" STREET

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
17-2-100 FOUNDATION	1	$4,525.00	EA	$4,525.00
17-3-100 FOUNDATION 20' INCLUDING STEEL CASING	1	$15,000.00	EA	$15,000.00
TYPE 15TS FOUNDATION	1	$2,450.00	EA	$2,450.00
TYPE 1-B FOUNDATION	5	$1,250.00	EA	$6,250.00
17-2-100 STANDARD (CITY FURNISHED)	1	$1,800.00	EA	$1,800.00
17-3-100 STANDARD (CITY FURNISHED)	1	$1,800.00	EA	$1,800.00
TYPE 15TS STANDARD (CITY FURNISHED)	1	$1,200.00	EA	$1,200.00
1-B STANDARD	5	$150.00	EA	$750.00
METERED SERVICE	1	$3,195.00	EA	$3,195.00
INSTALL TYPE 2070 / 332 CONTROLLER	1	$12,000.00	EA	$12,000.00
UNDERGROUND CONDUIT SYSTEM INSTALLATION	510	$97.00	LF	$49,470.00
PVC 4"	10	$3.00	LF	$30.00
PVC 3"	400	$2.20	LF	$880.00
PVC 2"	100	$1.60	LF	$160.00
#5 PULLBOX	3	$1,000.00	EA	$3,000.00
N-6 PULLBOX	1	$1,100.00	EA	$1,100.00
N-44 PULLBOX	1	$1,500.00	EA	$1,500.00
#14 THW SIGNAL WIRE	5400	$1.50	LF	$8,100.00
#10 THW SIGNAL WIRE	1980	$2.00	LF	$3,960.00
#6 THW SIGNAL WIRE	520	$2.50	LF	$1,300.00
VIDEO DETECTION CAMERA CAMERA	1	$6,800.00	EA	$6,800.00
TRAFFIC SIGNAL & PEDESTRIAN DISPLAY	21	$1,300.00	EA	$27,300.00
24" x 24" BLANKOUT SIGN	2	$3,000.00	EA	$6,000.00
36" x 30" BLANKOUT SIGN	1	$3,500.00	EA	$3,500.00
REMOVE & SALVAGE EXISTING EQUIPMENT	1	$2,057.00	LT	$2,057.00

BI #32 AMOUNT **$164,127.00**

SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: CARS ON "K" STREET

BI #33 11TH STREET & "K" STREET

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
TYPE 1-B FOUNDATION	6	$1,250.00	EA	$7,500.00
SIGNAL CONTROLLER FOUNDATION	1	$1,800.00	EA	$1,800.00
SERVICE FOUNDATION	1	$675.00	EA	$675.00
1-B STANDARD	6	$1,250.00	EA	$7,500.00
METERED SERVICE	1	$3,691.00	EA	$3,691.00
INSTALL TYPE 2070 / 336 CONTROLLER	1	$15,000.00	EA	$15,000.00
UNDERGROUND CONDUIT SYSTEM.INSTALLATION	340	$128.00	LF	$43,520.00
8" STEEL CASING	45	$25.00	LF	$1,125.00
PVC 4"	20	$3.00	LF	$60.00
PVC 3"	110	$2.20	LF	$242.00
PVC 2"	210	$1.60	LF	$336.00
#5 PULLBOX	3	$1,000.00	EA	$3,000.00
#6 PULLBOX	3	$1,100.00	EA	$3,300.00
#2 SMUD PULLBOX	1	$1,100.00	EA	$1,100.00
N-44 PULLBOX	1	$1,500.00	EA	$1,500.00
#14 THW SIGNAL WIRE	1770	$1.50	LF	$2,655.00
#10 THW SIGNAL WIRE	370	$2.00	LF	$740.00
#6 THW SIGNAL WIRE	20	$2.50	LF	$50.00
#1 THW SIGNAL WIRE	90	$4.00	LF	$360.00
TRAFFIC SIGNAL & PEDESTRIAN DISPLAY	10	$1,300.00	EA	$13,000.00

BI #33 AMOUNT **$107,154.00**

SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: CARS ON "K" STREET

BI #34 12TH STREET & "K" STREET

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
16-2-100 FOUNDATION	1	$4,525.00	EA	$4,525.00
19-3-100 FOUNDATION	1	$4,525.00	EA	$4,525.00
TYPE 1-B FOUNDATION	6	$1,250.00	EA	$7,500.00
16-2-100 STANDARD (CITY FURNISHED)	1	$1,800.00	EA	$1,800.00
19-3-100 STANDARD (CITY FURNISHED)	1	$1,800.00	EA	$1,800.00
1-B STANDARD	6	$1,250.00	EA	$7,500.00
METERED SERVICE	1	$3,901.00	EA	$3,901.00
INSTALL TYPE 2070 / 332 CONTROLLER	1	$12,000.00	EA	$12,000.00
UNDERGROUND CONDUIT SYSTEM INSTALLATION	260	$100.00	LF	$26,000.00
PVC 3"	260	$2.20	LF	$572.00
#5 PULLBOX	1	$1,000.00	EA	$1,000.00
#6 PULLBOX	3	$1,100.00	EA	$3,300.00
N-44 PULLBOX	1	$1,500.00	EA	$1,500.00
#14 THW SIGNAL WIRE	3650	$1.50	LF	$5,475.00
#10 THW SIGNAL WIRE	440	$2.00	LF	$880.00
#6 THW SIGNAL WIRE	440	$2.50	LF	$1,100.00
TRAFFIC SIGNAL & PEDESTRIAN DISPLAY	16	$1,300.00	EA	$20,800.00
24" x 24" BLANKOUT SIGN	2	$3,000.00	EA	$6,000.00
36" x 30" BLANKOUT SIGN	2	$3,500.00	EA	$7,000.00
REMOVE & SALVAGE EXISTING EQUIPMENT	1	$1,650.00	LT	$1,650.00

BI #34 AMOUNT **$118,828.00**

SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: CARS ON "K" STREET

BI #35 LRT WHEEL SENSOR 9TH STREET & "K" (PARTIAL CONDUIT & PULL BOX ONLY)

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
UNDERGROUND CONDUIT SYSTEM INSTALLATION	100	$85.00	LF	$8,500.00
#3.5 PULLBOX	1	$750.00	EA	$750.00
#14 2PR LRT WIRE	100	$3.00	LF	$300.00

BI #35 AMOUNT **$9,550.00**

SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: CARS ON "K" STREET

BI #36 LRT WHEEL SENSOR 11TH STREET & "K" (PARTIAL CONDUIT & PULL BOX ONLY)

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
UNDERGROUND CONDUIT SYSTEM INSTALLATION	117	$80.00	LF	$9,360.00
#3.5 PULLBOX	1	$550.00	EA	$550.00
#14 2PR LRT WIRE	117	$3.00	LF	$351.00

BI #36 AMOUNT $10,261.00

SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: CARS ON "K" STREET

BI #37 FIBER OPTIC SYSTEM

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
UNDERGROUND CONDUIT SYSTEM INSTALLATION	80	$120.00	LF	$9,600.00
PVC 3"	80	$2.20	LF	$176.00
N-6 PULLBOX WITH EXTENSION	2	$1,100.00	EA	$2,200.00
12 SMFO CABLE	2940	$2.75	LF	$8,085.00
FIBER OPTIC SPLICING & TESTING	1	$11,629.00	LT	$11,629.00
CISCO SWITCH 2955S-12	5	$2,100.00	EA	$10,500.00
CISCO POWER SUPPLY	5	$425.00	EA	$2,125.00
CISCO RACK MOUNTING	5	$145.00	EA	$725.00
SURGE SUPPRESSOR	5	$155.00	EA	$775.00
VIDEO INCODER	1	$850.00	EA	$850.00
F/O PATCH PANEL	4	$375.00	EA	$1,500.00
SMF DUPLEX JUMPER CABLES	10	$135.00	EA	$1,350.00
CAT5E PATCH CABLES	12	$20.00	EA	$240.00

BI #37 AMOUNT **$49,755.00**

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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

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

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

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

EXCEPTION: _____ None _____ _____
Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: Navajo Pipelines

BY: Karen Silva President **Date:** 6/22/11
Signature **Title**

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

CITY OF SACRAMENTO

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION

To be eligible for award of this contract, the bidder shall list any business entity used to attain the 20% ESBE goal. Additionally, all other subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The inclusion of false information or the omission of required information will render the bid non-responsive. **READ THE ABOVE REQUIREMENT CAREFULLY**

Name of Prime Contractor: Navajo Pipelines		Bid Amount:	Date:
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE (subject to verification)	Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work / Services Provided
Valley crest landscaping		landscaping	$ 77,000.00
Penhall		concrete cutting/grinding	$ 20,000.00
Centerline striping		striping	$ 20,000.00
Rescue Concrete		concrete stamping	$ 30,000.00
H & H Railroad builder		switch boxes	$ 45,000.00
Global environmental Network, Inc		storm water Pollutra Control	$ 5,000.00
Pacific excavation		electrical	$ 738,000.00

FM 440 (Rev. 2/25/04) **COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY** **Page ___ of ___**

EBE AND SBE CERTIFICATION STATEMENTS ARE DUE BY THE CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

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

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

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

1. **Classification & Expiration Date(s) of California** Contractor's License Number(s) held by firm:

   A 6/30/12

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

   Yes (No)

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

   Yes (No)

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

   Yes (No)

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

   Yes (No)

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

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

Yes (No) Not applicable

OR

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

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

Yes No Not applicable

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

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

Yes (No)

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

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

Yes (No)

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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) x 200,000, where

N	=	**number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)**
EH	=	**total hours worked by all employees during the calendar year**
200,000	=	**base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)**

Yes No

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

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

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

Yes (No)

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

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

Yes (No)

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

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

Yes (No)

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

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

Yes (No)

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at Sacramento, CA (Location), on 6/22/11 (Date).

Signature: Karen Silva

Print name: Karen Silva

Title: President

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City

right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Navajo Pipelines Inc
Name of Contractor

4671 24th St Sacramento CA
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.

3. If the face amount of this City Contract is less than $25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds $25,000 in total value.

4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

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

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

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

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

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

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

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

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

Karen Silva
Signature of Authorized Representative

6/22/11
Date

Karen Silva
Print Name

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

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 . . .

- 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 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.

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

Green Contracting Survey
(Voluntary)

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

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

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

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

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

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

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

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

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

Please Submit To:

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

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

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

In Partnership with the City of Sacramento and the Sacramento Metropolitan AQMD

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

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

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

Please Submit To:

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

#	Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
		Make	Model	Type	Year	Make	Model	Year	HP	
(ex)	*48W34456*	*Caterpillar*	*631G*	*Scraper*	*2003*	*Caterpillar*	*3408E*	*2003*	*485*	*1,600*

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification July 19, 2011 is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Navajo Pipelines, Inc. 4671 24th Street Sacramento CA 95822

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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

The Notice to Contractors
The Proposal Form submitted by the Contractor
The Instructions to Bidders
The Emerging and Small Business Enterprise (ESBE) Requirements
The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
The City's Reference Guide for Construction Contracts
The Addenda, if any
This Agreement
The Standard Specifications
The Special Provisions
The Plans and Technical Specifications
The drawings and other data and all developments thereof prepared by City pursuant to the Contract
Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

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

Cars on K Street
(PN: T15095300)

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 phase "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 **Fifty-Five (55) 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 forty dollars ($940.00)** 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 7/6/11

BY Karen Silva
KAREN SILVA
Print Name
President
Title

BY Karen Silva
KAREN SILVA
Print Name
Secretary
Title
680382103
Federal ID#
39840020
State ID#
90791
City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity *(check one)*:

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

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
Mayor:
City Manager

Sign Here

Original Approved As To Form:

City Attorney

Attest:

City Clerk

Form approved by City Attorney 5-19-10

Company Profile

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli
HARTFORD, CT 06183
877-872-8737

Former Names for Company

Old Name: AETNA CASUALTY & SURETY COMPANY OF AMERICA **Effective Date:** 07-01-1997

Agent for Service of Process

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

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	31194
NAIC Group #:	3548
California Company ID #:	2444-8
Date authorized in California:	July 31, 1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

Lines of Insurance Authorized to Transact

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

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE

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

Company Complaint Information

Company Enforcement Action Documents
Company Performance & Comparison Data
Composite Complaint Studies

Want More?

Help Me Find a Company Representative in My Area

Last Revised - May 26, 2011 01:14 PM
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ISSUED IN DUPLICATE

CITY OF SACRAMENTO PERFORMANCE BOND

2011 JUL 12 PM 1 47

RECEIVED
CITY OF SACRAMENTO

Bond No.: 105626627
Premium: $10,970.00

Department of Transportation
Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to Navajo Pipelines, Inc. 4671 24th Street Sacramento CA 95822 CITY as principal, hereinafter called Contractor, a contract for construction of:

Cars on K Street Project
(PN: T15095300)

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:
Travelers Casualty and Surety Company of America, 11070 White Rock Road, Suite 130, Rancho Cordova, CA 95670,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: ONE MILLION NINE HUNDRED NINETY SIX THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS ($1,996,975.00), 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 July 6, 2011. To be effective July 19, 2011.

Sign Here

Navajo Pipelines, Inc.
(Contractor) (Seal)
By Naren Silva
Title President

ORIGINAL APPROVED AS TO FORM:
City Attorney

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On July 6, 2011 (Date) before me, Nicole R. Taylor, Notary Public (Here Insert Name and Title of the Officer),

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

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public)

NICOLE R. TAYLOR
COMM. #1824462
NOTARY PUBLIC • CALIFORNIA
PLACER COUNTY
Commission Expires November 25, 2012
PO43 PO43

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: Travelers Casualty and Surety Company of America

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ISSUED IN DUPLICATE

CITYOF SACRAMENTO
PAYMENT BOND

Department of Transportation
Page 1 of 1

Bond No.: 105626627
Premium: Included

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

hereinafter called Contractor, a contract for construction of:

Cars on K Street Project
(PN: T15095300)

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
Travelers Casualty and Surety Company of America, 11070 White Rock Road, Suite 130, Rancho Cordova, CA 95670,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all subcontractors, laborers, material men and other persons employed in the performance of the Contract and referred to in the aforesaid Civil Code in the sum of ONE MILLION NINE HUNDRED NINETY SIX THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS ($1,996,975.00), 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 July 6, 20 11. To be effective July 19, 2011.

Navajo Pipelines, Inc.
(Contractor) (Seal)
By Karen Silva
Title President

ORIGINAL APPROVED AS TO FORM:
City Attorney

Sign Here

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On July 6, 2011 (Date) before me, Nicole R. Taylor, Notary Public (Here Insert Name and Title of the Officer),

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

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

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

Witness my hand and official seal.

Signature _____ (Signature of Notary Public)

NICOLE R. TAYLOR
COMM. #1824462
NOTARY PUBLIC • CALIFORNIA
PLACER COUNTY
Commission Expires November 25, 2012

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: Travelers Casualty and Surety Company of America

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221987 **Certificate No.** 003966437

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

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

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

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

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

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

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

Marie C. Tetreault, Notary Public

58440-4-09 Printed in U.S.A.

WORKER'S COMPENSATION CERTIFICATION

Cars on K Street
(PN: T15095300)

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: July 5th 2011

Contractor Navajo Pipelines Inc

By Karen Silva
Signature

(Rev. 5-6-91)

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 al 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.

50% of all debris must be recycled if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see Section F. Definitions, on the next page, for more information.

D. Material Management.

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

C&D Debris Waste Management Plan
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.

C&D Debris Waste Log

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

Project address: _____

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling
Amount: Indicate the weight. If weight is not known, put volume.

DEPARTMENT OF TRANSPORTATION

ENGINEERING SERVICES DIVISION
915 I Street, Room 2000

PAY REQUEST APPLICATION

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

PROJECT NAME:	Cars on K Street
CONTRACTOR: *(per agreement)*	
REMITTANCE ADDRESS:	
PHONE NUMBER: ( )	
INVOICE NO.:	T15095300-
CITY PROJECT NUMBER:	T15095300
PERIOD ENDING DATE:	

ORIGINAL CONTRACT AMOUNT:		
CHANGE ORDER NO. 1		
CHANGE ORDER NO. 2		
CHANGE ORDER NO. 3		
CHANGE ORDER NO. 4		
CHANGE ORDER NO. 5		
CHANGE ORDER NO. 6		
CHANGE ORDER NO. 7		
CHANGE ORDER NO. 8		
CHANGE ORDER NO. 9		
TOTAL CHANGE ORDERS:		
CONTRACT AMOUNT TO DATE:		
TOTAL WORK COMPLETED TO DATE:		
RETENTION WITHHELD:		
LESS PREVIOUS PAYMENTS:		
AMOUNT DUE THIS INVOICE:		
TOTAL COMPLETED LESS RETENTION:		

If the project is CDBG funded, or the prime contractor is a certified UDBE or ESBE, please check the applicable box & you do not need to fill out the section below.

☐ UDBE Prime Contractor ☐ ESBE Prime Contractor ☐ CDBG Funded

List all **ESBE/UDBE** subcontractors employed on this project during this period ending date and indicate committed amounts to be paid to the sub contractors. Please also include ESBE/UDBE materials suppliers and trucking firms. Keep records of payments made, as you will be asked to furnish these at contract completion. The Pay Request Application will be considered incomplete unless this information is provided along with all other required documentation to support the request for payment. Attach additional sheets if necessary.

Circle UDBE for FEDERALLY funded projects.

Circle ESBE for LOCALLY funded projects.

Original amount pledged:	
Pledge Increase/Decrease to Include Change Order(s):	
Total amount pledged:	

ESBE / UDBE Sub-Contractor	Previous Total (A)	Current Pay Request Total (B)	Total ESBE / UDBE Work (A+B)	Percentage Attained (A+B)/Amount Pledged
		Totals:		

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

DEPARTMENT OF TRANSPORTATION

ENGINEERING SERVICES DIVISION
915 I Street, Room 2000

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.

SCHEDULE OF VALUES V3 - 03/29/2011

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

PROJECT NAME: Cars on K Street
CITY PROJECT NUMBER: T15095300
CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:
PHONE NUMBER: ( )
INVOICE NUMBER: T15095300-

Remit To:
Department of Transportation
Engineering Services Division
915 "I" Street, Room 2000
Sacramento, CA 95814

Payment No. _____
Work Performed Thru _____
Days Expended on Contract _____

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	PRECONSTRUCTION PHOTOGRAPHS	1	LS									1.00	
2	PREPARE WATER POLLUTION CONTROL PROGRAM	1	LS									1.00	
3	CONSTRUCTION SITE MANAGEMENT	1	LS									1.00	
4	TRAFFIC CONTROL SYSTEM	1	LS									1.00	
5	CLEARING AND GRUBBING	1	LS									1.00	
6	REMOVE TREE	2	EA									2.00	
7	ADJUST MAINTENANCE HOLE TO GRADE	2	EA									2.00	
8	ADJUST UTILITY BOX TO GRADE	2	EA									2.00	
9	RELOCATE IRRIGATION SERVICE PEDESTAL	2	EA									2.00	
10	REPLACE WV AND ADJUST TO GRADE	2	EA									2.00	
11	REPLACE RT CROSSOVER SWITCH BOX	4	EA									4.00	
12	POTHOLING BY DRILLING	40	EA									40.00	
13	ROADWAY EXCAVATION	500	CY									500.00	
14	UNSUITABLE MATERIAL TO REMOVE AND REPLACE	50	TON									50.00	
15	PAVEMENT PLANING (COLD PLANING)	140	SY									140.00	
16	CLASS 2 AGGREGATE BASE	40	TON									40.00	
17	HOT MIX ASPHALT (TYPE A, 3/4" MAX)	25	TON									25.00	
18	PCC (TREE WELL CURB) AND RAILING	1,245	LF									1,245.00	
19	PCC STAMPED CONCRETE	6,450	SF									6,450.00	
20	PCC STAMPED CONCRETE (CROSSOVER)	3,660	SF									3,660.00	
21	CONSTRUCT BRICK PAVERS	425	SF									425.00	
22	6" PCC SIDEWALK	900	SF									900.00	
23	12" WIDE PCC BAND (BROOMED FINISH)	250	LF									250.00	
24	DETECTABLE WARNING TILE	2,150	SF									2,150.00	

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
25	INSTALL BOLLARD	80	EA									80.00	
26	INSTALL REMOVABLE BOLLARD	12	EA									12.00	
27	INSTALL BENCH	8	EA									8.00	
28	INSTALL BICYCLE RACK (RING TYPE)	2	EA									2.00	
29	SIGNING AND STRIPING	1	LS									1.00	
	TRAFFIC SIGNAL MODIFICATION												
30	TRAFFIC SIGNAL MODIFICATION (8TH ST/K ST)	1	LS									1.00	
31	TRAFFIC SIGNAL MODIFICATION (9TH ST/K ST)	1	LS									1.00	
32	TRAFFIC SIGNAL MODIFICATION (10TH ST/K ST)	1	LS									1.00	
33	TRAFFIC SIGNAL INSTALLATION (11TH ST/K ST)	1	LS									1.00	
34	TRAFFIC SIGNAL MODIFICATION (12TH ST/K ST)	1	LS									1.00	
35	LIGHT RAIL VEHICLE (LRV) WHEEL SENSOR SYSTEM (9TH ST/K ST)	1	LS									1.00	
36	LIGHT RAIL VEHICLE (LRV) WHEEL SENSOR SYSTEM (10TH ST / K ST)	1	LS									1.00	
37	FIBER OPTIC CABLE INSTALLATION AND TESTING	1	LS									1.00	
	LANDSCAPE AND IRRIGATION	1	LS									1.00	
38	MODIFY EXISTING IRRIGATION SYSTEM	1	LS									1.00	
39	SOIL PREPARATION AND FINISH GRADING	1	LS									1.00	
40	LANDSCAPE PLANTING	1	LS									1.00	
41	LANDSCAPE MAINTENANCE	3	MONTH									3.00	
42	IMPORTED TOPSOIL	8	CY									8.00	
		Original Contract Total:											
	Change Order #1 - See change order summary sheet for details												
	Change Order #2 - See change order summary sheet for details												
	Change Order #3 - See change order summary sheet for details												
	Change Order #4 - See change order summary sheet for details												
	Change Order #5 - See change order summary sheet for details												
	Change Order #6 - See change order summary sheet for details												
	Change Order #7 - See change order summary sheet for details												
	Change Order #8 - See change order summary sheet for details												
	Change Order #9 - See change order summary sheet for details												

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
		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 rention 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 Cars on K Street (PN: T15095300) 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: July 5th 2011

Signed: Karen Silva

Karen Silva
Printed Name

Navajo Pipelines Inc
Company

4671 24th St
Address

Sacramento CA 95822

(Rev. 5-6-91)

OP ID: DP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/06/11

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

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

PRODUCER
Warren G. Bender Co. 916-380-5300
516 Gibson Drive, Suite 240
Roseville, CA 95678
Stephen D. Bender

CONTACT NAME: Warren G. Bender Co.
PHONE (A/C, No, Ext): 916-380-5300 FAX (A/C, No): 916-380-5206
E-MAIL ADDRESS: certs@wgbender.com
PRODUCER CUSTOMER ID #: NAVAJ-1

INSURED
Navajo Pipelines, Inc.
4671 24th Street
Sacramento, CA 95822-1412

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty	25674
INSURER B: Travelers Indemnity Company	
INSURER C: State Compensation Fund of CA	
INSURER D: Columbia Casualty Company	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		CO6405N968	07/12/10	07/12/11	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		DT8106405N968TCT10	07/12/10	07/12/11	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			CUP6405N968	07/12/10	07/12/11	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
								$
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	7676113-10 6676113-10	10/01/10 10/01/10	10/01/11 10/01/11	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			CPB288336148	09/01/10	09/01/11	Occur.	5,000,000
							Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Cars on K Street, Contract T15095300/The City of Sacramento, its officials, agents, employees & volunteers are included as additional insureds per the attached CG D2 46 08 05/(Auto A/I -CA T3 01 01 87)/(WC WOS)/Policy includes a wrap up exclusion per the attached CGD391 03 07 & CGT481 11 88

CERTIFICATE HOLDER

CITY-S2

City of Sacramento
915 I Street
Sacramento, CA 95815

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

Stephen D. Bender Pres.

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CERTHOLDER COPY

NF

STATE COMPENSATION INSURANCE FUND

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-06-2011

GROUP:
POLICY NUMBER: 7676113-2010
CERTIFICATE ID: 222
CERTIFICATE EXPIRES: 10-01-2011
10-01-2010/10-01-2011

CITY OF SACRAMENTO
915 I ST
SACRAMENTO CA 95814-2604

NF

JOB:CARS ON K STREET CONTRACT T15095300

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

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

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

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

James Keany
Authorized Representative

Thomas E Rose
President and CEO

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

6676113-10

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

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

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

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

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

EMPLOYER

AVAJO PIPELINES, INC
4671 24TH ST
SACRAMENTO CA 95822

NF

[B16,NF]

(REV.8-2010)

PRINTED : 07-06-2011

POLICYHOLDER COPY

NF

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

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EMPLOYER

AVAJO PIPELINES, INC
4671 24TH ST
SACRAMENTO CA 95822

NF

[B16,NF]

(REV.8-2010)

PRINTED : 07-06-2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

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

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

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

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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Travelers Property Casualty
A Member of *Travelers Group*

POLICY NUMBER: BA5058L210

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. SCHEDULE

Person or Organization:	Address:
As required by written contract	

B. PROVISIONS

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

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.

2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization

CA T3 01 01 87

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

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

   a. Are being performed at any location owned by, or rented to, you that is outside the project site for that project and is not covered by the "wrap-up insurance program" for that project; or

   b. Are punch list or warranty work, if coverage was available to the insured under the "wrap-up insurance program" for "bodily injury" or "property damage" arising out of your ongoing operations and the "bodily injury" or "property damage" occurs after the expiration of all such coverage.

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

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

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

   a. Includes the same or similar insurance as that provided by this Coverage Part; and

   b. Is issued specifically for injury or damage arising out of such project or projects.

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EXCLUSION – ALL HAZARDS IN CONNECTION WITH A DESIGNATED EXPOSURE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.) 4671 24th St

Requester's name and address (optional)

City, state, and ZIP code Sacramento CA 95822

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

or

Employer identification number 68 0382103

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 ▶ Karen Silva Date ▶ 7/6/11

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.

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

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

YEAR **2011**

Withholding Exemption Certificate

CALIFORNIA FORM **590**

(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.)

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

Withholding agent's name

Payee's name: Navajo Pipelines Inc

Payee's: ☐ SSN or ITIN ☐ SOS file no. ☒ CA corp. no. 1963618 ☐ FEIN

Address (number and street, PO Box, or PMB no.): 4674 24th St

Apt. no./ Ste. no.:

City: Sacramento CA 95822

State:

ZIP Code:

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

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

☒ **Corporations:**
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

☐ **Partnerships or limited liability companies (LLC):**
The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

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

CERTIFICATE: Please complete and sign below.

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

Payee's name and title (type or print): Karen Silva Daytime telephone no. 916 448 0134

Payee's signature ▶ Karen Silva Date 7/6/11

For Privacy Notice, get form FTB 1131.

7061113

Form 590 C2 2010

SPECIAL PROVISIONS

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8TH TO 12TH STREETS
(PN: T15095300)

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SPECIAL PROVISIONS
FOR
CARS ON K STREET
8TH TO 12TH STREETS
(PN: T15095300)

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

These Special Provisions cover, in general, the reintroducing vehicles to the K Street Mall between 8th Street and 12th Street. The improvements include signal modifications, a new pedestrian signal at 11th Street and K Street, traffic camera at 10th and K Street, new audio heads for Accessible Pedestrian Signal (APS), signage, striping, edge treatments, ADA improvements, concrete pavement between 9th and 10th Streets, planting and irrigation, and street furniture.

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

1.2 COMPLETION TIME

The time limit for the completion of all items of work is fifty five **(55) 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 sixty (60) working days.

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

1.3 ORDER OF WORK

Attention is directed to the requirements in Stormwater Pollution Prevention Plan (SWPPP) of these special provisions regarding requirements for submittal and approval of the SWPPP prior to commencing work.

As a first order of work the Contractor shall pothole the locations for the traffic signal poles to determine any utility conflicts.

As a first order of work the Contractor shall clean out the existing grated line drains on both side of K Street, between 8th Street and 12th Street, to the satisfaction of the Engineer.

Contractors attention is directed the requirements in "Traffic Handling, Public Safety and Convenience" and "Regional Transit Coordination" of these special provisions regarding preparation of a Traffic Control Plan.

Attention is directed to "Project Scheduling" of these special provisions regarding the submittal of a practicable progress schedule and a schedule of values at the pre-construction meeting.

1.4 PROVIDING BONDS AND SURETY

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

1.5 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information, shall be directed to Nader Kamal of the Department of Transportation, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-7035,FAX (916) 808-7903 or nkamal@cityofsacramento.org.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer immediately, but at least two (2) weeks prior to the bid opening date.

1.6 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 FINAL PAY QUANTITY

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

1.8 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.

1.9 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.

1.10 COORDINATION

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

1. At a minimum, the Contractor shall coordinate his operations with the following:

- City Traffic Signal and Street Lighting Maintenance Shop
  Contractor shall notify Norm Colby, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-6635.

- City Fire Alarm
  Contractor shall notify Doug Crawford, at 798-0673 or 277-6133, a minimum of five (5) working days prior to beginning work at each location.

- Underground Service Alert
  Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.

- Sacramento Municipal Utility District (SMUD)
  Contractor shall contact Michelle Zuniga, SMUD, at (916) 732-5726, at least two (2) months before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.

- AT&T
  Contractor shall contact Astrid Willard at (916) 453-6136 forty-eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by AT&T, or before any overhead line heights need to be measured.

- Pacific Gas and Electric (PG&E)
  Contractor shall contact David Allen, Senior Field Engineer Technician for PG&E, at (916) 386-5277, and Larry Schlaht at (916) 386-5371 at least seven (7) calendar days before start of construction.

- Verizon Business/MCI
  Contractor shall contact Jon Lindgren at (916) 373-4703 at least seven (7) calendar days before start of construction.

2. A minimum of seven (7) calendar days prior to commencing work, the Contractor shall coordinate operations with the following City Divisions:

   - City Waste Removal Division, Superintendent of Collection or Refuse Collection General Supervisor (808-4952).

   - Street Division, Street Cleaning Section General Supervisor (808-6333).

   - A minimum of three (3) working days prior to commencing work, the Contractor shall also be responsible for coordinating all works with the following City Divisions:

   - City Public Media and Communications Specialist, Linda Tucker (808-7523).

   - The Police and Fire Department Communication Center (808-5034).

   - The City Traffic Signs and Markings Shop (808-6363).

   - Tree Services Division, Parks Superintendent (808-6345).
   - Department of Utilities (808-5371).

   - Streets Division (808-6336).

   - City Traffic Engineering Services (808-5307).

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

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

3. Contractor's attention is directed to the RT General Specifications and requirements in Appendix 1, Exhibit A of these specifications and the permit conditions shown on the plans and per Section 1.26 of these special provisions.

   - During installation of the traffic signals the existing light clusters mounted on the OCS (Overhead Contact System) poles may need to rotated or repositioned vertically on the poles to meet sight distance requirements to the signal heads. The Contractor shall coordinate with the Engineer and RT regarding the movement of these light clusters and schedule a field meeting to confirm the changes required to these fixtures. The Contractor shall notify RT at least 2 days prior to commencing this work. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in adjusting the light clusters and associated wiring, fixtures and other appurtenances shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

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

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

1.12 PROTECTION OF EXISTING IMPROVEMENTS

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for their accuracy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The plans shall be developed with the following requirements:

1. Working hours shall be between 7:00 AM and 5:00 PM Monday through Friday, unless otherwise approved by the Engineer.

2. Weekend work from 8:30 AM to 5:30 PM may be approved by the Engineer.

3. The Contractor shall submit for approval, a written request to perform weekend work a minimum of two (2) weeks prior to the weekend dates. If weekend work is approved, the cost of inspection shall be borne by the City.

4. If necessary, only one travel lane may be closed on 8th Street, 9th Street, 10th Street and 12th Street to complete the proposed improvements near the intersection.

5. The road shall remain closed to through public vehicular traffic throughout the duration of the project.

6. The Contractor shall furnish and install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, temporary fencing, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.

7. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.

8. Work within the RT dynamic envelope or within 10 feet of RT tracks shall be subject to the requirements of RT as specified elsewhere in these special provisions and as shown on the plans.

9. Paving work adjacent to the RT tracks shall be completed without disruption to normal operating service. Unless otherwise approved in writing by the Engineer and RT, this work shall be completed after normal operating hours (1:00 am to 3:40 am) and shall be subject to the following requirements:

    A. Contractor shall submit for approval, a written request to perform night work a minimum of two (2) weeks prior to the night work dates. The cost of inspection shall be borne by the City

10. Unless otherwise approved in writing by the Engineer, stamped concrete pavement work on K Street between 9th and 10th Streets shall be done within a single 2-day weekend light rail shut down. This shall be Saturday morning 1:00 am to Monday morning 3:40 am. Contractor must submit the request with a firm date, at least 3 weeks before the desired date, to allow RT to schedule a bus bridge. City will approve the date at City's discretion based on transit service requirements and available staff. The Contractor shall pay liquidated damages as specified in the RT General Conditions (see Appendix A) for delays to trains through the project site if such delays occur after the agreed to scheduled 3:40 am opening time.

11. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.

12. Following completion of the project the Contractor shall maintain temporary pedestrian guidance signs mounted on barricades or temporary posts directing pedestrian traffic to the crosswalks. These signs shall be approved by the City and shall remain in place for a minimum of six weeks after the opening of K Street to vehicular traffic and after approval by the City Engineer. Payment for furnishing installing and maintaining and removing these temporary signs shall be considered as included in the lump sum bid price for Traffic Control System and no separate payment shall be made therefor.

13. The Contractor shall not storage any materials or equipments or parking of vehicles on K Street at anytime.

Payment for preparing a traffic control plan, providing traffic control and maintaining traffic shall be at the lump sum bid price for traffic control system shall be at the lump sum bid price for this item of work as specified elsewhere in these special provisions.

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.

1.14 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control and handling for the City survey crew for all Contractor staking requests that require stakes within the vehicle travel lanes. See requirements regarding pedestrian traffic and access to RT facilities in "Traffic Control System" of these special provisions. The cost to provide traffic control and handling for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

1.15 PUBLIC NOTIFICATION

The Contractor shall notify residents and businesses within the project limits in writing five (5) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, 7 days a week.

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

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

1.16 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

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

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

The Contractor shall submit to the Engineer a statement from each vendor supplying electrical equipment, including but not limited to, signal heads, standards, electroliers, luminaries, service pedestal and all other electrical equipment indicating that the orders for the materials required for this contract have been received and accepted by said vendor. The confirmed date of delivery to the contractor shall be indicated on the statement.

All substitutions are subject to the approval of the Engineer.

1.17 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.

1.18 BACKFILLING OF VOIDS

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

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

1.19 PAVEMENT CUTTING AND RESTORATION

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

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

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

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

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

1.20 PROTECTION OF TREES

During construction the Contractor shall protect existing trees unless otherwise shown to be removed on the plans. 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.

1.21 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 AM on each day Contractor will be trimming trees.

The Contractor shall notify, three (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.

Payment for tree trimming shall be considered as included in the lump sum bid price for clearing and grubbing and no separate payment shall be made therefor.

1.22 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 (100') 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).

1.23 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.

1.24 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.

1.25 REGIONAL TRANSIT COORDINATION

The Contractor's activities shall be performed in such a manner as not to interfere with Light Rail Transit (LRT) service. The Contractor shall obtain an RT Metro Track Warrant (2700 Academy Way, Sacramento) for all work performed near LRT facilities. Failure of the Contractor to comply with this requirement, or violation of the terms of the Track Warrant, will result in the Contractor being required to immediately cease work until a Track Warrant is secured or violation is corrected. Any delays or costs associated with this requirement will be at the Contractor's expense.

The following permit conditions shall apply:

1. Contractor must obtain a Track Warrant.
2. Every person, including all subcontractors, involved with the work must attend RT's "On Track Safety" (OTS) training program prior to arriving at the job site. Please contact the RT Safety Department at OTSTraining@sacrt.com to schedule the training. The training is approximately 2 hours long and could take up to 2 weeks to schedule.
3. The track ballast must be kept free of Dirt and other materials.
4. If trenching will encroach into the "Zone of Influence" (2:1 slope from base of any load bearing objects) of the track structure or other nearby structure, proper shoring and backfill procedures must be followed.
5. Contractor must restore original grades with materials and procedures consistent with RT's Design Criteria and general specifications.
6. If any differential settlement or other damage occurs to any RT facilities as a result of the Applicant's actions or inaction, the Applicant, at their cost, must restore, or cause to be restored the affected facility back to its original condition.
7. Contractor must provide hard copies of the "Record Drawings" of the completed Work to RT within 30 days of Project completion.

For borings:

8. If boring under RT's tracks, the following additional requirements apply:
    a. The top of casing/bore must be a minimum of six feet (6') below top of rail and a minimum of two feet (2') below the bottom of any adjacent ditch.
    b. Contractor must submit three (3) hard copies of the proposed conduit and/or casing to RT at least thirty (30) days in advance of construction commencement.

c. Contractor must contact RT Engineering at least ten (10) days in advance to arrange for inspection of bore setup prior to beginning to bore.
d. A "bore log" must be included with the "Record Drawings" showing conduit depths at a minimum every twelve feet (12').
e. Contractor must provide three (3) hard copies of the certificate of compliance of the installed conduit and/or casing to RT Engineering within thirty (30) days of Project completion.

For construction affecting access to stations or other RT facilities:

9. If work will affect pedestrian or vehicle flow to and/or from a light rail station and/or bus stop, Contractor must contact RT Facilities Department at least two (2) weeks in advance of construction to coordinate detour plan. See additional requirements in Bid Item Traffic Control System, elsewhere in these special provisions, regarding pedestrian access, circulation and pedestrian traffic control plan.

Lookout protection required when any person or equipment is expected to be within ten feet (10') of tracks:

10. No construction equipment or personnel is allowed within ten feet (10') of the nearest rail without RT Lookout protection.
11. Lookouts must be scheduled at least one (1) week in advance by sending an email request to lookoutrequest@sacrt.com containing the requestor's company name, when, where, and how long the Lookout will be needed.
12. Any directions regarding track safety given by the Lookout MUST be followed IMMEDIATELY.
13. The ENTIRE work party MUST have a MANDATORY briefing with the Lookout PRIOR to beginning work within ten feet (10') of the track. The briefing only takes a few moments.
14. If someone comes to the work area after work has begun, they MUST also have the MANDATORY briefing with the Lookout BEFORE going to work in the area.
15. If the work area spreads out and the Lookout, at his/her sole discretion, concludes a satisfactory level of safety cannot be provided, work in the outlying areas must STOP immediately.

OCS power shutdowns (Red Tags):

16. Overhead power shutdowns ("Red Tags") must be scheduled at least seven (7) days in advance by sending an email request to redtag@sacrt.com containing the requestor's company name, when, where, and how long the shut-down will be needed. The cost is $750 per Red Tag. A Red Tag may only be provided if RT has a lineman available to shut down the power on the night requested, and that only during non-revenue hours unless provisions are made for a bus bridge to operate through the duration of the Red Tag. Red Tags will not be provided during peak hours under any circumstances.
17. If power to the OCS system cannot be restored by the end of the scheduled time, fees of up to $5,000 per hour may be assessed.

All costs associated with meeting the requirements and permit conditions listed above shall be included in the unit prices bid for the various items of work and no separate payment shall be made therefor.

1.26 WORK PERFORMED BY CITY CREWS

The Contractor is advised that the City retains the option of performing with City crews, all or a portion of any work involved in relocating, repairing, or otherwise restoring existing sewer, water, and drainage systems and services to developed properties within the limits of the project that may be in conflict with the proposed project improvements. Any such work performed by City forces will be at the discretion and convenience of the City and shall be at the Contractor's expense.

Should the Contractor desire City forces to cut and repair existing water, sewer, or drain services, the Contractor shall contact the Engineer at least three (3) working days in advance to schedule and coordinate the work.

1.27 EMERGENCY SEWER, WATER, AND DRAINAGE SERVICE

The Contractor's attention is directed to Section 5-12 "Provisions for Emergencies" of the City Standard Specifications. Whenever, in the opinion of the Engineer, there arises an emergency situation within the limits of the project that involves maintenance of sewer, water, or drainage service to existing developed properties, or a situation that poses a danger to public safety, or inconvenience and/or unreasonable nuisance to the general public, City's forces may be called upon to perform any work necessary to relieve the emergency.

If such emergency is the result of negligence by the Contractor, the cost of any corrective measures taken or work performed by City crews shall be billed directly to the Contractor or may be deducted from any payments owed to the Contractor. The performance of any such emergency work by the City forces shall not relieve the Contractor of any responsibilities, obligations, or liabilities under the contract for the project.

1.28 PROTECTION OF SURVEY MONUMENTS

The Contractor is responsible for verifying that the arrangements have been made for preserving and/or perpetuating all permanent survey monuments that will be affected by the work. The Contractor is responsible for preserving all permanent survey monuments that are not proposed to be disturbed. The Contractor shall provide notice to the Engineer a minimum of ten (10) working days prior to disturbance or removal of permanent survey monuments. Many survey monuments are located in curb ramp areas. The Engineer shall coordinate with the Contractor to reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant Business and Professions Code section 8771.

1.29 REMOVAL OF UNDERGROUND SERVICE ALERT (USA) MARKINGS

All USA markings (painted or other) shall be removed upon completion of excavation activities.

The limits of removal shall be along the length of the project and width from back of sidewalk to back of sidewalk. Removal shall be by sand blasting, high-pressure wash or a method approved by the Engineer. Removal shall include all markings on streetlights and poles.

Removal shall be accomplished in a manner that leaves the site in a condition equal to or better than before the USA markings were placed.

The Contractor shall be responsible for restoring striping or painting inadvertently removed by the removal of USA markings.

Exceptions to removing USA markings include projects which will overlay, slurry seal or reconstruct the pavement and sidewalk and by their very nature will cover or remove the USA markings during the course of construction.

The cost of removal USA markings shall be included in the bid items the Contractor deems appropriate.

1.30 RECORD DRAWINGS

The Contractor shall maintain a neatly and accurately marked set of record drawings showing the final elevations, location and/or layout of all improvements constructed, modified and/or adjusted. This shall include, but not be limited to, all civil, electrical, instrumentation piping, conduit, and structures. Drawings shall be kept current weekly, showing all work instructions, field modifications and change orders. Drawings shall be subject to the inspection of the Engineer at all times. Progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Prior to acceptance of the work, the Contractor shall deliver to the Engineer two (2) sets of neatly marked record drawings accurately showing the information required above.

1.31 WATER POLLUTION CONTROL PROGRAM

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the State Standard Specifications and these special provisions.

GENERAL

Summary

Work activities must not disturb one (1) or more acres of soil. Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems including the work item shown in the verified Bid Item List for Prepare Water Pollution Control Program. WPCP preparation includes obtaining WPCP approval, amending the WPCP, and monitoring and inspecting WPC practices at the job site.

Do not start work until:

1. WPCP is approved
2. WPCP review requirements have been fulfilled. If the RWQCB requires time for WPCP review, allow 30 days for the RWQCB to review the WPCP as specified under "Submittals" of these special provisions.

Definitions and Abbreviations

Active and Inactive Areas: (1) Active areas have soil disturbing work activities occurring at least once within fourteen (14) days, and (2) inactive areas are areas that have not been disturbed for at least fifteen (15) days.

BMPs: Best Management Practices are water pollution control practices.

Construction Phase: Construction phases are (1) Highway Construction including work activities for building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.

Preparation Manual: The Department's "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."

NPDES: National Pollutant Discharge Elimination System.

NOI: Notice of Intent.

QSD: Qualified SWPPP Developer.

QSP: Qualified SWPPP Practitioner.

RWQCB: Regional Water Quality Control Board.

SWPPP: Storm Water Pollution Prevention Plan.

SWRCB: State Water Resources Control Board.

WPC: Water Pollution Control.

WPC Manager: Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the WPCP and oversees revisions and amendments to the WPCP.

WPCP: Water Pollution Control Program.

Submittals

Within 7 days after contract approval, start the following process for WPCP approval:

1. Submit two (2) copies of the WPCP and allow fifteen (15) days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
2. Change and resubmit the WPCP within seven (7) days of receipt of the Engineer's comments. The Engineer's review resumes when the complete WPCP is resubmitted.
3. When the Engineer approves the WPCP, submit one (1) electronic and three (3) printed copies of the approved WPCP.
4. If the RWQCB reviews the approved WPCP, the Engineer submits one (1) copy of the approved WPCP to the RWQCB for their review and comment.
5. If the Engineer requests changes to the WPCP based on RWQCB comments, amend the WPCP within three (3) days.

Submit:

1. Stormwater training records including training dates and subject for employees and subcontractors. Include dates and subject for ongoing training, including tailgate meetings.
2. Employee training records:

    2.1. Within 5 days of WPCP approval for existing employees

2.2. Within 5 days of training for new employees
2.3. At least 5 days before subcontractors start work for subcontractor's employees

Submit as required:

1. BMP Status Report
2. Inspection Reports

At least five (5) days before operating any construction support facility, submit:

1. A plan showing the location and quantity of WPC practices associated with the construction support facility
2. A copy of the NOI approved by the RWQCB and the WPCP approved by the RWQCB if you will be operating a batch plant or a crushing plant under the General Industrial Permit

Quality Control and Assurance

Training

Provide storm water training for:

1. Project managers.
2. Supervisory personnel.
3. Employees involved with WPC work.

Train all employees, including subcontractor's employees, in the following subjects:

1. WPC rules and regulations.
2. Implementation and maintenance for:

    2.1. Temporary soil stabilization.
    2.2. Temporary sediment control.
    2.3. Tracking control.
    2.4. Wind Erosion Control.
    2.5. Material pollution prevention and control.
    2.6. Waste management.
    2.7. Non-storm water management.
    2.8. Identifying and handling hazardous substances.
    2.9. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substance.s

Employees must receive initial WPC training before working on the project.

Conduct weekly training meetings covering:

1. WPC BMP deficiencies and corrective actions.
2. BMPs that are required for work activities during the week.

3. Spill prevention and control.
4. Material delivery, storage, use, and disposal.
5. Waste management.
6. Non-storm water management procedures.

You may obtain copies of the Preparation Manual from the Publication Distribution Unit. The mailing address for the Publication Distribution Unit is:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520

The Preparation Manual and other WPC references are available at the Department's "Construction Storm Water and Water Pollution Control" Web site. For the Web site, go to:

http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm

If you operate construction support facilities, protect storm water systems or receiving waters from the discharge of potential pollutants by using WPC practices.

Construction support facilities include:

1. Staging areas.
2. Storage yards for equipment and materials.
3. Mobile operations.
4. Batch plants for PCC and HMA.
5. Crushing plants for rock and aggregate.
6. Other facilities installed for your convenience such as haul roads.

If you operate a batch plant to manufacture PCC, HMA, or other material; or a crushing plant to produce rock or aggregate; obtain coverage under the General Industrial Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

1. Outside of the job site.
2. Within the job site that serves one or more contracts.

Discharges from manufacturing facilities such as batch plants must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the SWRCB for "Discharge of Stormwater Associated with Industrial Activities Excluding Construction Activities." For the General Industrial Permit, go to:

http://www.waterboards.ca.gov/

Water Pollution Control Manager

Assign one WPC Manager to implement the WPCP. You may assign a different QSP to prepare the WPCP.

The WPC Manager must comply with the Permit (Order No. 2009-0009-DWQ, NPDES No. CAS000002) for a QSP by having at least one of the following qualifications:

1. Certified Erosion, Sediment and Storm Water Inspector (CESSWI)™ registered through Enviro Cert International, Inc.
2. Certified Inspector of Sediment and Erosion Control (CISEC) registered through CISEC, Inc.
3. Qualifications described in the Permit for a QSD.
4. Department approved storm water management training described in the Department's "Construction Storm Water and Water Pollution Control" Web site.

At the job site, the WPC Manager must:

1. Be responsible for WPC work.
2. Be the primary contact for WPC work.
3. Oversee the maintenance of WPC practices.
4. Oversee and enforce hazardous waste management practices.
5. Have the authority to mobilize crews to make immediate repairs to WPC practices.
6. Ensure that all employees have current water pollution control training.
7. Implement the approved WPCP and amend the WPCP when required.

WPC Manager must oversee:

1. Inspections of WPC practices identified in the WPCP.
2. Inspections for visual monitoring.

WATER POLLUTION CONTROL PROGRAM

WPCP work includes preparing a WPCP, obtaining WPCP approval, amending the WPCP, and reporting on WPC practices at the job site. The WPCP must comply with the Preparation Manual. The WPCP is required by the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications.

You may request, or the Engineer may order, changes to the WPC work. Changes may include the addition of new WPC practices. Additional WPC work will be paid for as extra work under Section 4-1.03D, "Extra Work," of the Standard Specifications.

The WPCP must include WPC practices:

1. For storm water and non-stormwater from areas outside of the job site related to project work activities such as:

    1.1. Staging areas.
    1.2. Storage yards.

1.3. Access roads.

2. For activities or mobile operations related to contractor obtained NPDES permits.
3. Construction support facilities.

The WPCP must include a copy of permits obtained by the Department such as Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 Certifications, and RWQCB Waste Discharge Requirements for Aerially Deposited Lead Reuse.

WPCP Amendments

You must amend the WPCP when:

1. Changes in work activities could affect the discharge of pollutants.
2. WPC practices are added by change order work.
3. WPC practices are added at your discretion.

If you amend the WPCP, follow the same process specified for WPCP approval.

Retain a printed copy of the approved WPCP at the job site.

WPCP Schedule

The WPCP schedule must:

1. Describe when work activities will be performed that could cause the discharge of pollutants in storm water.
2. Describe WPC practices associated with each construction phase.
3. Identify soil stabilization and sediment control practices for disturbed soil areas.

IMPLEMENTATION REQUIREMENTS

WPCP Implementation

Monitor the National Weather Service Forecast Office on a daily basis. For forecasts, go to:

http://www.srh.noaa.gov/forecast

Whenever you or the Engineer identifies a deficiency in the implementation of the approved WPCP:

1. Correct the deficiency immediately, unless the Engineer agrees to a later date for making the correction.
2. Correct the deficiency before precipitation occurs.

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting the deficiency from payment.

Continue WPCP implementation during any temporary suspension of work activities.

Install WPC practices within 15 days or before predicted precipitation, whichever occurs first.

If actions for your convenience disturb 1 or more acres of soil, you must pay all costs and be responsible for all delays associated with submitting a SWPPP.

Inspection

The WPC Manager must oversee inspections for WPC practices identified in the WPCP:

1. Before a forecasted storm.
2. After precipitation that causes site runoff.
3. At 24-hour intervals during extended precipitation.
4. On a predetermined schedule, a minimum of once a week.

The WPC Manager must oversee daily inspections of:

1. Storage areas for hazardous materials and waste.
2. Hazardous waste disposal and transporting activities.
3. Hazardous material delivery and storage activities.
4. WPC practices specified under "Construction Site Management" of these special provisions.

The WPC Manager must use the Storm Water Site Inspection Report provided in the Preparation Manual.

The WPC Manager must prepare BMP status reports that include the following:

1. Location and quantity of installed WPC practices.
2. Location and quantity of disturbed soil for the active or inactive areas.

Within twenty-four (24) hours of finishing the weekly inspection, the WPC Manager must submit:

1. Copy of the completed site inspection report.
2. Copy of the BMP status report.

Reporting Requirements

If the following occur, notify the Engineer within six (6) hours:

1. You identify discharges into receiving waters or drainage systems causing or potentially causing pollution.
2. The project receives a written notice or order from a regulatory agency.

No later than forty-eight (48) hours after the conclusion of a storm event resulting in a discharge, a non-stormwater discharge, or receiving the notice or order, submit:

1. Date, time, location, and nature of the activity, type of discharge and quantity, and the cause of the notice or order.

2. WPC practices used before the discharge, or before receiving the notice or order.
3. Description of WPC practices and corrective actions taken to manage the discharge or cause of the notice.

PAYMENT

The contract lump sum price paid for prepare water pollution control program shall be as specified in Section 3, "Items of the Proposal" elsewhere in these special provisions.

1.32 CONSTRUCTION SITE MANAGEMENT

Construction site management shall conform to the provisions in Section 7, "Legal Relations and Responsibility," of the State Standard Specifications and these special provisions.

GENERAL

Summary

This work includes controlling potential sources of water pollution before they come in contact with storm water systems or watercourses.

Control material pollution and manage waste and non-stormwater at the job site by implementing effective handling, storage, use, and disposal practices.

For information on documents specified in these special provisions, refer to the Department's Preparation Manual, Dewatering Guide, and BMP Manual.

Preparation Manual, Dewatering Guide, and BMP Manual are available from the Department's Construction Storm Water and Water Pollution Control web site at:

http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm

Definitions and Abbreviations

Active and Inactive Areas: (1) Active areas have soil disturbing work activities occurring at least once within fourteen (14) days, and (2) Inactive areas are areas that have not been disturbed for at least fifteen (15) days.

BMP Manual: The Department's Construction Site Best Management Practices (BMP) Manual.

CDPH: California Department of Public Health

Dewatering Guide: The Department's Field Guide to Construction Site Dewatering.

ELAP: Environmental Laboratory Accreditation Program

Minor Spills: Small quantities of oil, gasoline, paint, or other material that are small enough to be controlled by a first responder upon discovery of the spill.

MSDS: Material Safety Data Sheet

Preparation Manual: The Department's Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual.

Semi-Significant Spills: Spills that can be controlled by a first responder with help from other personnel.

Significant or Hazardous Spills: Spills that cannot be controlled by construction personnel.
WPC: Water Pollution Control
WPC Manager: Water Pollution Control Manager as defined under "Water Pollution Control" of these special provisions.

Submittals

Submit the following:

1. MSDS at least five (5) days before material is used or stored.
2. Monthly inventory records for material used or stored.
3. Copy of written approval to discharge into a sanitary sewer system at least 5 days before beginning discharge activities.

Quality Control and Assurance

Not Used

Materials

Not Used

CONSTRUCTION

Spill Prevention and Control

Implement spill and leak prevention procedures for chemicals and hazardous substances stored at the job site. If you spill or leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

As soon as it is safe, contain and clean up spills of petroleum products, sanitary and septic waste substances listed under CFR Title 40, Parts 110, 117, and 302.

Minor Spills

Clean up minor spills using the following procedures:

1. Contain the spread of the spill.
2. Recover the spilled material by absorption.
3. Clean the contaminated area.
4. Dispose of the contaminated material promptly and properly.

Semi-significant Spills

Clean up semi-significant spills immediately by the following procedures:

1. Contain the spread of the spill.
2. Recover the spilled material using absorption whenever a spill occurs on a paved surface or an impermeable surface.
3. Contain the spill with an earthen dike and dig up the contaminated soil for disposal whenever a spill occurs on soil.

4. If the spill occurs during precipitation, cover the spill with plastic or other material to prevent contaminated runoff.
5. Dispose of the contaminated material promptly and properly.

Significant or Hazardous Spills

Immediately notify qualified personnel of significant or hazardous spills. Do not let construction personnel attempt to clean up the spill until qualified staff has arrived. Do the following:

1. Notify the Engineer and follow up with a written report.
2. Obtain the services of a spills contractor or hazardous material team immediately.
3. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept at the job site.
4. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550.
5. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 119, and 302.
6. Notify other agencies as appropriate, including:

    6.1. Fire Department
    6.2. Public Works Department
    6.3. Coast Guard
    6.4. Highway Patrol
    6.5. City Police or County Sheriff Department
    6.6. Department of Toxic Substances
    6.7. California Division of Oil and Gas
    6.8. Cal OSHA
    6.9. Regional Water Resources Control Board

Report minor, semi-significant, and significant spills to the WPC Manager. The WPC Manager must notify the Engineer immediately. The WPC Manager must oversee and enforce proper spill prevention and control measures.

Prevent spills from entering storm water runoff before and during cleanup. Do not bury spills or wash spills with water.

Keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored.

Material Management

General

Material must be delivered, used, and stored for this job in a way that minimizes or eliminates discharge of material into the air, storm drain systems, and watercourses.

Implement the practices described under "Material Management" of these special provisions while taking delivery of, using, or storing any of the following materials:

1. Hazardous chemicals including acids, lime, glues, adhesives, paints, solvents, and curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum materials including fuel, oil, and grease
7. Asphalt components and concrete components
8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

If practicable, use less hazardous materials.

Material Storage

Use the following material storage procedures:

1. Store liquids, petroleum materials, and substances listed in CFR Title 40, Parts 110, 117, and 302 as specified by the Department, and place them in secondary containment facilities.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" of these special provisions unless testing determines them to be nonhazardous.
5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in the original containers with the original material labels maintained in legible condition. Replace damaged or illegible labels immediately.
7. Secondary containment facilities must have the capacity to contain precipitation from a 24-hour-long, 25-year storm, and ten (10) percent of the aggregate volume of all containers, or entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during non-working days and while precipitation is predicted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

Stockpile Management

Use the following stockpile management procedures:

1. Reduce or eliminate potential water pollution from stockpiled material including soil, paving material, and pressure treated wood.
2. Locate stockpiles:

    2.1. If within the floodplain, at least one hundred feet (100') from concentrated flows of storm water, drainage courses, and inlets unless approved.
    2.2. If outside the floodplain, at least fifty feet (50') from concentrated flows of storm water, drainage courses, and inlets unless approved.

Install WPC practices within fifteen (15) days or before predicted precipitation, whichever occurs first.

Active and inactive soil stockpiles must be:

1. Covered with soil stabilization measures, plastic sheeting, or geosynthetic fabric.
2. Surrounded with a linear sediment barrier.

Portland cement concrete rubble, AC, HMA, AC and HMA rubble, aggregate base or aggregate sub-base stockpiles must be:

1. Covered with plastic sheeting, or geosynthetic fabric.
2. Surrounded with a linear sediment barrier.

Pressure treated wood stockpiles must be:

1. Placed on pallets.
2. Covered with impermeable material.

Cold mix asphalt concrete stockpiles must be:

1. Placed on impervious surface.
2. Covered with impermeable material.
3. Protected from run-on and runoff.

Control wind erosion year round under Section 14-9.02, "Dust Control" of the Standard Specifications.

Repair or replace linear sediment barriers and covers as needed to keep them functioning properly. If sediment accumulates to 1/3 of the linear sediment barrier height, remove the sediment.

Waste Management

Solid Waste

Do not allow litter or debris to accumulate anywhere at the job site, including storm drain grates, trash racks, and ditch lines. Pick up and remove trash and debris from the job site at least once a week. The WPC Manager must monitor solid waste storage and disposal procedures at the job site.

If practicable, recycle nonhazardous job site waste and excess material. If recycling is not practicable, disposal must comply with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Furnish enough closed-lid dumpsters of sufficient size to contain any solid waste generated by work activities. When the refuse reaches the fill line; empty the dumpsters. Dumpsters must be watertight. Do not wash out dumpsters at the job site. Furnish additional containers and pick up dumpsters more frequent during the demolition phase of construction.

Solid waste includes:

1. Brick
2. Mortar
3. Timber
4. Metal scraps
5. Sawdust
6. Pipe
7. Electrical cuttings
8. Non-hazardous equipment parts
9. Styrofoam and other packaging materials
10. Vegetative material and plant containers from highway planting
11. Litter and smoking material, including litter generated randomly by the public
12. Other trash and debris

Furnish and use trash receptacles at the job site yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste

Use hazardous waste management practices if waste is generated at the job site from the following substances:

1. Petroleum products
2. Asphalt products
3. Concrete curing compound
4. Pesticides
5. Acids

6. Paints
7. Stains
8. Solvents
9. Wood preservatives and treated posts
10. Roofing tar
11. Road flares
12. Lime
13. Glues and adhesives
14. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302

The WPC Manager must oversee and enforce hazardous waste management practices. Minimize the production of hazardous materials and hazardous waste at the job site. If damaged, repair or replace perimeter controls, containment structures, and covers.
If hazardous material levels are unknown, use a laboratory certified by ELAP under CDPH to sample and test waste to determine safe methods for storage and disposal.

Separate potentially hazardous waste from nonhazardous waste at the job site. Hazardous waste must be handled, stored, and disposed of under California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

Store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated under California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Keep hazardous waste containers in temporary containment facilities under "Material Storage" of these special provisions.

Furnish containers with adequate storage volume at convenient locations for hazardous waste collection. Do not overfill hazardous waste containers. Do not mix hazardous waste. Do not allow potentially hazardous waste to accumulate on the ground. Store containers of dry waste that are not watertight on pallets. Store hazardous waste away from storm drains, watercourses, moving vehicles, and equipment.

Clean water based or oil based paint from brushes or equipment within a contained area and in a way that does not contaminate soil, watercourses, and storm drain systems. Handle and dispose of the following as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of the following as solid waste: dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths.

Dispose of hazardous waste within ninety (90) days of being generated. Use a licensed hazardous waste transporter to take hazardous waste to a Class I Disposal Site. Submit a copy of uniform hazardous waste manifest forms within twenty-four (24) hours of transporting hazardous waste.

The WPC Manager must inspect the following daily:

1. Storage areas for hazardous materials and waste.
2. Hazardous waste disposal and transporting activities.

3. Hazardous material delivery and storage activities.

Contaminated Soil

Identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination must be sampled and tested by a laboratory certified by ELAP.

If levels of contamination are found to be hazardous, handle and dispose of the soil as hazardous waste.

Prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

1. Berms
2. Cofferdams
3. Grout curtains
4. Freeze walls
5. Concrete seal course

If water mixes with contaminated soil and becomes contaminated, sample and test the water using a laboratory certified by ELAP. If levels of contamination are found to be hazardous, handle and dispose of the water as hazardous waste.

Concrete Waste

Use practices that will prevent the discharge of portland cement concrete, AC, or HMA waste into storm drain systems or watercourses.

Collect and dispose of portland cement concrete, AC, or HMA waste at locations where:

1. Concrete material, including grout, is used.
2. Concrete dust and debris result from demolition.
3. Sawcutting, coring, grinding, grooving, or hydro-concrete demolition of portland cement concrete, AC, or HMA creates a residue or slurry.
4. Concrete truck or other concrete-coated equipment is cleaned at the job site.

Sanitary and Septic Waste

Do not bury or discharge wastewater from sanitary or septic systems within Department right-of-way. The WPC Manager must inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system must be properly connected and free from leaks. Place sanitary facilities at least 50 feet away from storm drains, watercourses, and flow lines.

Obtain written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and submit a copy to the Engineer. Comply with local health agency provisions while using an on-site disposal system.

Liquid Waste

Use practices that will prevent job site liquid waste from entering storm drain systems or watercourses. Liquid waste includes the following:

1. Drilling slurries or fluids.
2. Grease-free or oil-free wastewater or rinse water.
3. Dredgings, including liquid waste from drainage system cleaning.
4. Liquid waste running off a surface including wash or rinse water.
5. Other non-stormwater liquids not covered by separate permits.

Hold liquid waste in structurally sound, leak proof containers such as:

1. Roll-off bins
2. Portable tanks

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills and leaks.

Store containers:

1. At least fifty feet (50') from moving vehicles and equipment.
2. If within the floodplain, at least one hundred feet (100') from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved.
3. If outside the floodplain, at least fifty feet (50') from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved.

Remove and dispose of deposited solids from sediment traps under "Solid Waste" of these special provisions unless the Engineer approves another method.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue must be disposed of outside the highway right-of-way.

If an approved location is available within the job site, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by evaporation in a leak proof container. Dispose of remaining solid waste under "Solid Waste" of these special provisions.

Non-Storm Water Management

Water Control and Conservation

Manage water used for work activities to prevent erosion or discharge of pollutants into storm drain systems or watercourses. Obtain approval before washing anything at the job site with water that could discharge into a storm drain system or watercourse. Report discharges immediately.

If water is used at the job site, implement water conservation practices. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off water source to broken lines, sprinklers, or valves, and repair breaks within 24 hours. If possible, reuse water from waterline flushing for landscape irrigation. Sweep and vacuum paved areas; do not wash them with water.

Direct job site water runoff, including water from water line repair, to areas where it can infiltrate into the ground and not enter storm drain systems or watercourses. Do not allow spilled water to escape water truck filling areas. If possible, direct water from off-site sources around the job site. Minimize the contact of off-site water with job site water.

Illegal Connection and Discharge Detection and Reporting

Inspect the job site and the site perimeter before starting work for evidence of illegal connections, discharges, or dumping. After starting work, inspect the job site and perimeter on a daily schedule.

Whenever illegal connections, discharges, or dumping are discovered, notify the Engineer immediately. Take no further action unless ordered by the Engineer. Assume unlabeled or unidentifiable material is hazardous.

Look for the following evidence of illegal connections, discharges, or dumping:

1. Debris or trash piles.
2. Staining or discoloration on pavement or soils.
3. Pungent odors coming from drainage systems.
4. Discoloration or oily sheen on water.
5. Stains or residue in ditches, channels or drain boxes.
6. Abnormal water flow during dry weather.
7. Excessive sediment deposits.
8. Nonstandard drainage junction structures.
9. Broken concrete or other disturbances near junction structures

Vehicle and Equipment Cleaning

Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Contain and recycle or dispose of resulting waste under "Liquid Waste" or "Hazardous Waste" of these special provisions, whichever is applicable. Do not use diesel to clean vehicles or equipment, and minimize the use of solvents.

Clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, clean or wash vehicles and equipment in an outside area. The outside area must be:

1. Paved with AC, HMA, or concrete paving.
2. Surrounded by a containment berm.

3. Equipped with a sump to collect and dispose of wash water.
4. If within the floodplain, located at least one hundred feet (100') from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved.
5. If outside the floodplain, located at least fifty feet (50') from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved.

When washing vehicles or equipment with water, use as little water as possible. Hoses must be equipped with a positive shutoff valve.

Discharge liquid from wash racks to a recycle system or to another approved system. Remove liquids and sediment as necessary.
The WPC Manager must inspect vehicle and equipment cleaning facilities:

1. Daily if vehicle and equipment cleaning occurs daily.
2. Weekly if vehicle and equipment cleaning does not occur daily.

Vehicle and Equipment Fueling and Maintenance

If practicable, perform maintenance on vehicles and equipment off the job site.

If fueling or maintenance must be done at the job site, designate a site, or sites, and obtain approval before using. Minimize mobile fueling or maintenance.

If vehicle and equipment fueling and maintenance must be done at the job site, areas for the following activities must be:

1. On level ground.
2. Protected from storm water run-on.
3. If within the floodplain, located at least one hundred feet (100') from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved.
4. If outside the floodplain, located at least fifty feet (50') from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved.

Use containment berms or dikes around the fueling and maintenance area. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling and maintenance area and on fueling trucks. Dispose of spill cleanup material and kits immediately after use. Use drip pans or absorbent pads during fueling or maintenance.

Fueling or maintenance activities must not be left unattended. Fueling nozzles must be equipped with an automatic shutoff control. Vapor recovery fueling nozzles must be used where required by the Air Quality Management District. When not in use, nozzles must be secured upright. Do not top-off fuel tanks.

Recycle or properly dispose of used batteries and tires.

The WPC Manager must inspect vehicle and equipment maintenance and fueling areas:

1. Daily when vehicle and equipment maintenance and fueling occurs daily.

2. Weekly when vehicle and equipment maintenance and fueling does not occur daily.

The WPC Manager must inspect vehicles and equipment at the job site for leaks and spills on a daily schedule. Operators must inspect vehicles and equipment each day of use.

If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

Material and Equipment Used Over Water

Place drip pans and absorbent pads under vehicles or equipment used over water. Keep an adequate supply of spill cleanup material with the vehicle or equipment. If the vehicle or equipment will be idle for more than one hour, place drip pans or plastic sheeting under the vehicle or equipment on docks, barges, or other surfaces over water.

Furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Secure material to prevent spills or discharge into water due to wind.

Structure Removal Over or Adjacent to Water

Do not allow demolished material to enter storm water systems or watercourses. Use approved covers and platforms to collect debris. Use attachments on equipment to catch debris on small demolition activities. Empty debris catching devices daily and handle debris under "Waste Management" of these special provisions.

The WPC Manager must inspect demolition sites within fifty feet (50') of storm water systems or watercourses daily.

Paving, Sealing, Sawcutting, Grooving, and Grinding Activities

Prevent the following materials from entering storm drain systems or water courses:

1. Cementitious material
2. Asphaltic material
3. Aggregate or screenings
4. Grinding grooving, or sawcutting residue
5. Pavement chunks
6. Shoulder backing
7. Methacrylate

Cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, grooving, or grinding activities are completed and excess material has been removed. Cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal, or fog seal.

If precipitation is predicted, limit paving, sawcutting, and grinding to places where runoff can be captured.

Do not start seal coat, tack coat, slurry seal, or fog seal activities if precipitation is predicted during the application or curing period. Do not excavate material from existing roadways during precipitation.

Use a vacuum to remove slurry immediately after slurry is produced. Do not allow slurry to run onto lanes open to traffic or off the pavement.

Collect residue from portland cement concrete grinding and grooving activities with a vacuum attachment on the grinding machine. Do not leave any residue on the pavement or allow the residue to flow across the pavement.

If approved, material excavated from existing roadways may be stockpiled under "Stockpile Management" of these special provisions.

Do not coat asphalt trucks and equipment with substances that contain soap, foaming agents, or toxic chemicals.

When paving equipment is not in use, park over drip pans or plastic sheeting with absorbent material to catch drips.

Thermoplastic Striping and Pavement Markers

Thermoplastic striping and preheating equipment shutoff valves must work properly at all times. Do not preheat, transfer, or load thermoplastic within fifty feet (50') of drainage inlets or watercourses. Do not fill a preheating container above a level that is six inches (6") below the top. Truck beds must be cleaned daily of scraps or melted thermoplastic.

Do not unload, transfer, or load bituminous material for pavement markers within fifty feet (50') of drainage inlets or watercourses. Release all pressure from a melting tank before removing the lid to fill or service. Do not fill a melting tank above a level that is six inches (6") below the top.

Collect bituminous material from the roadway after marker removal.

Pile Driving

Keep spill kits and cleanup material at pile driving locations. Pile driving equipment must be parked over drip pans, absorbent pads, or plastic sheeting with absorbent material. If precipitation is predicted, protect pile driving equipment by parking on plywood and covering with plastic.

Store pile driving equipment when not in use. Stored pile driving equipment must be:

1. Kept on level ground.
2. Protected from storm water run-on.
3. If within the floodplain, at least one hundred feet (100') from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved.
4. If outside the floodplain, at least fifty feet (50') from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved.

If practicable, use vegetable oil instead of hydraulic fluid.

The WPC Manager must inspect the pile driving area for leaks and spills:

1. Daily when pile driving occurs daily.
2. Weekly when pile driving does not occur daily.

Concrete Curing

Do not overspray chemical curing compound. Minimize the drift by spraying as close to the concrete as possible. Cover drainage inlets before applying the curing compound.

Minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture while curing concrete.

Concrete Finishing

Collect and dispose of water and solid waste from high-pressure water blasting. Cover drainage inlets within fifty feet (50') before sandblasting. Minimize drift of dust and blast material by keeping the nozzle close to the surface of the concrete. The blast residue may contain hazardous material.

Inspect concrete finishing containment structures for damage before each day of use and before predicted precipitation. Remove liquid and solid waste from containment structures after each work shift.

Sweeping

Sweeping must be done using hand or mechanical methods such as vacuuming.

Monitor paved areas and roadways within the job site for sediment and debris generating activities such as:

1. Clearing and grubbing.
2. Earthwork.
3. Trenching.
4. Roadway structural section work.
5. Vehicles entering and leaving the job site.
6. Soil disturbing work.
7. Work that causes offsite tracking of material.

If sediment or debris is observed, perform sweeping:

1. Within:

    1.1. Eight (8) hours of predicted rain.
    1.2. Twenty-four (24) hours unless the Engineer approves a longer period.

2. On paved roads at job site entrances and exit locations.
3. On paved areas within the job site that flow to storm drains or receiving waters.

You may stockpile collected material at the job site. Remove collected material including sediment from paved shoulders, drain inlets, curbs and dikes, and other drainage areas. If stockpiled, dispose of collected material at least once per week.

You may dispose of sediment within the job site that you collected during sweeping activities. Protect disposal areas against erosion.

Remove and dispose of trash collected during sweeping under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Dewatering

Dewatering consists of discharging accumulated storm water, ground water, or surface water from excavations or temporary containment facilities.

If dewatering and discharging activities are specified under a work item such as "Temporary Active Treatment System" or "Dewatering and Discharge," perform dewatering work as specified in the section involved.

If dewatering and discharging activities are not specified under a work item and you will be performing dewatering activities, you must:

1. Submit a Dewatering and Discharge Plan under Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control" of these special provisions at least ten (10) days before starting dewatering activities. The Dewatering and Discharge Plan must include:

    1.1. Title sheet and table of contents.
    1.2. Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge points.
    1.3. Estimated schedule for dewatering and discharge (start and end dates, intermittent or continuous).
    1.4. Discharge alternatives such as dust control or percolation.
    1.5. Visual monitoring procedures with inspection log.

2. Conduct dewatering activities under the Department's "Field Guide for Construction Dewatering."
3. Ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
4. Discharge the water within the project limits. Dispose of the water in the same way as specified for material in Section 7-1.13 "Disposal of Material Outside the Highway Right of Way" of the Standard Specification if it cannot be discharged within project limits due to site constraints.
5. Do not discharge storm water or non-stormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Notify the Engineer immediately upon discovering any such condition.

The WPC manager must inspect dewatering activities:

1. Daily when dewatering work occurs daily
2. Weekly when dewatering work does not occur daily

PAYMENT

The contract lump sum price paid for construction site management shall be as specified in Section 3, "Items of the Proposal" elsewhere in these special provisions.

2. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

2.1 ELECTRICAL COST BREAK-DOWN

A Schedule of Values (cost break-down) for lump sum electrical items must be included with the bid. Otherwise, the bid will be deemed non-responsive.

The sum of the amounts for the units of work listed in the cost break-down for electrical work shall be equal to the contact lump sum price bid for the work. The unit price is the material and installed cost with overhead, profit, and labor.

The Contractor shall determine the quantities to complete the work shown on the plans. The quantities and values shall be included in the cost break-down submitted with the bid package. The Contractor shall be responsible for the accuracy of the quantities and values. No adjustment in compensation will be made in the contract lump sum prices paid for the various electrical work items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions. At the Engineer's discretion, the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the items of electrical work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined, at the Engineer's discretion, in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 4-1.03B, "Increased or Decreased Quantities", of Caltrans Standard Specification. The cost break-down submitted by the responsive qualified low bid Contractor shall be approved by the Engineer before any partial payment for the items of electrical work shall be made based on the cost break-down. The cost break-down shall include, but is not limited to: type of equipment, estimated quantity, and unit price ($/LF or each). See below for sample items. Some items from the list may not apply to the project, and other items may need to be included. Contractor shall submit break-down in a spreadsheet format.

Conduit – list each size (2", 3", etc.), installation method, quantity (LF), unit price ($/LF).

Conductor – list each size (#6, #8, etc.), quantity (LF), and unit price ($/LF).

Pull Box – list type (#5, #6, etc), quantity, and unit price ($/EA).

Electrical Service – type (metered), quantity, and unit price ($/EA).

Traffic Signal and Streetlight Standards with Foundation – list each standard (such as 1-B, Type 16, post top, mast arm, etc), quantity, and unit price ($/EA).

Luminaires – type (200 watt fixture, etc.), quantity, unit price ($/EA).

Traffic Signal and Pedestrian Displays – quantity and unit price ($/EA).

Pedestrian Push Button – quantity and unit price ($/EA).

Traffic Signal Controller and Cabinet – quantity and unit price ($/EA).

Single Mode Fiber Optic Cable – quantity and unit price ($/LF).

2.2 BALLAST (MAST ARM LUMINAIRE)

Each luminaire shall be furnished with an integral ballast prewired to a terminal board. The ballast shall be 120-volt, magnetic regulator type with ±10% input voltage range. Windings shall be copper and the primary winding shall be electrically isolated from the secondary.

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

Regulation - Furnish ballast electrical data and lamp operating volt-watt graph for nominal +10% and -10% of rated line voltage for the rated life of the lamp to verify ballast performance and compliance with lamp specifications.

For nominal and through rated lamp life, the lamp wattage spread shall not exceed 18% for ±10% line voltage variation.

Power Factor - Furnish test data to indicate that the power factor of the lamp-ballast system shall not drop below 90% throughout lamp life, for nominal to end of rated lamp life for ±10% line voltage variation.

Capacitor Variance - Ballast design shall be such that the normal manufacturing tolerance for capacitor of ±6% will not cause more than ±8% variation in regulation throughout rated lamp life for ±10% line voltage variation.

Lamp Failure - The ballast including the lamp starting circuitry function shall be capable of protecting itself against lamp failure modes. The ballast shall be capable of operation with an open or short circuit condition for extended periods of up to six (6) months without significant loss of ballast life, based average life of 100,000 hours.

2.3 CITY FURNISHED EQUIPMENT

The Contractor shall pick-up all City furnished equipment at the City Corporation Yard. The City has two corporation yards: Corporate Center South, 5730 24th Street, Building 11, Sacramento, California and the Corporate Center North, 918 Del Paso Road, Sacramento, California, and deliver

these items to the job site. *Contractor is responsible for providing machinery and manpower to unload and load all city furnished equipment.* Loading, unloading, pick-up, and delivery of these items will be considered included in the price bid for various items and no additional compensation will be allowed therefor.

The Contractor shall be responsible for any damage that occurs in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City. Any damaged material and equipment shall be removed at the Engineer's discretion.

The Contractor's responsibility for City supplied equipment shall be in accordance with Section 6-1.02, "State-Furnished Materials," of the State Standard Specifications.

Traffic Signal Standards - The City of Sacramento shall provide the traffic signal standards as specified in the Plan sheets. The City will provide one set of anchor bolts with the City supplied equipment. The Contractor shall provide and construct the foundations for the traffic signal standards in accordance with the State Standard Plans, these Special Provisions, the Plans and as designated by the Engineer. The Contractor shall install all City furnished equipment on the foundations and make all wire connections as directed by the Engineer. City forces will program all controllers, conflict monitors, and detector sensor units. The Contractor shall notify the Traffic Signal Maintenance Shop, (916) 433-6314, ten (10) working days prior to the date of installation of the traffic signal standards.

2.4 CONDUIT MATERIAL

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

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

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

2.5 CONDUIT INSTALLATION

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

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

less than eighteen inches (18") below the sidewalk grade.

Conduits shall be installed by trenching or directional drilling method.

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

A. Trenching Method

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

1. Trenches in reconstructed roadways shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).

2. Trenches in existing roadways shall use the "T-Trench" method. The portion over the trench shall be paved with asphalt concrete, Type A with ¾" aggregate (coarse); except on residential streets where the base course shall be Type A, ¾" aggregate (coarse) and surface coarse shall be Type B, ½" aggregate, (medium), per Section 22 of the City Standard Specifications, unless otherwise directed by the Engineer. See plan sheets for width and thickness of asphalt concrete over trench. Trenches shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

B. Directional Drilling Method

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

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

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

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

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

For new conduit installed under RT's tracks, the following additional requirements apply:

a. The top of casing/bore must be a minimum of six feet (6') below top of rail and a minimum of two feet (2') below the bottom of any adjacent ditch.
b. Under tracks and within five feet (5') of the centerline of tracks, conduits shall be encased in a PVC-coated galvanized steel sleeve.
c. Contractor must submit three (3) hard copies of the proposed conduit and/or casing to RT at least 30 days in advance of construction commencement.
d. Contractor must contact RT Engineering at least ten (10) days in advance to arrange for inspection of bore setup prior to beginning to bore.
e. A "bore log" must be included with the "Record Drawings" showing conduit depths at a minimum every twelve feet (12').

f. Contractor must provide three (3) hard copies of the certificate of compliance of the installed conduit and/or casing to RT Engineering within thirty (30) days of Project completion.

2.6 CONDUCTORS

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

1. If the existing ground wire (green 1#10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables.

2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.

3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with forty-rive (45) mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.

4. Cabling between the wheel sensor and the wheel sensor shall be 2-pair, twisted #14 AWG communication cable with each pair individually shielded; cable shall be of the type and include the shielding material recommended by the manufacturer of the wheel sensor.

2.7 FIBER OPTIC

Fiber Installation General Notes:

1. Contractor shall install all fiber optic cable per plans and special provisions.

2. Where the plans call for installing new fiber optic cable within existing conduit, all existing cables within the conduit shall be maintained and protected during installation of the new fiber optic cable. Any existing cable(s) damaged by the contractor during installation of the new fiber optic cable shall be replaced, re-terminated and interrupted communications fully restored at the contractors expense.

3. All splice work will be performed by a contractor that must be approved by the City of Sacramento in advance of beginning work on any fiber optic cable.

4. The contractor shall test fiber optic cable after installation. Testing results must be provided to the City Inspector. After fiber optic cable is deemed acceptable per the requirements of testing and acceptability to the City, the Contractor shall submit a request to the City to perform splice work. City forces may take approximately thirty (30) to forty-five (45) calendar days to perform splice work. The traffic signal shall not be turned-on until the splice work is completed by the City and all contract work in these plans and specifications are completed by the Contractor and approved by the City. See testing notes and special provisions for details.

5. The contractor shall maintain a record of all sheath footage marking for each cable span. Records shall be provided to the City with test results.

6. The contractor must contact the City Inspector to schedule splicing. Communication equipment and splice work must be completed and installed before signal turn-on.

7. Existing fiber optic cable must be protected from damage. Contact the City Inspector when working near existing city fiber optic cabling.

8. During installation the tensile force shall not exceed 600 lbs. Contractor shall use a break away swivel, or a slip-clutch capstan, set for a maximum of 600 lbs. pulling tensile strength.

9. Fiber marking tags shall be installed on fiber optic cable in every pull box. The tags shall be non-adhesive, Hellermann-tyton 4" fiber optic marker, part number CMFO4 or approved equal.

10. Arnco Bull Line Part #WP12LC or approved equal with trace wire shall be installed with fiber optic cable or in one conduit of multiple conduit banks.

Fiber Optic General Notes:

Fiber optic cable shall be Corning Altos All-Dielectric Gel-Free or approved equal. See special provisions.

Contractor shall install fiber per manufacturer recommendations.

Contractor shall use the following cable types as listed below or approved equal.

Description	Part Number	Manufacturer
12 Strand	012EW4-T4101D20	Corning

Fiber Optic Cable Testing General Notes (Bare Fiber Testing):

All testing shall be performed according to the Telecommuncations Industry Association Technical Service Bulletin TSB-140, "Additional Guidelines for Field – Testing Length, Loss and Polarity of Optical Fiber Cabling Systems."

1. Contractor shall test the fiber optic cable prior to installation.

2. A continuity test can be used for 12 strand cables less than three hundred feet (300'). Power Reading shall be provided with test results.

3. The contractor shall provide the test results to the City Inspector no later than thirty (30) days prior to intersection turn-on.

4. After installation the fiber optic cable shall meet or exceed ANSI/EIA/TIA – 568B.3 Standards.

5. If fiber cable fails to meet City of Sacramento standards or test results are not approved by the City Inspector staff, the Contractor shall remove the failed fiber optic cable and replace with new fiber optic cable. New fiber optic cable shall be tested according to cable testing of these provisions.

6. Test Results shall include the following:
   - Total fiber length.
   - Individual fiber traces for complete fiber length.
   - Losses of all anomalies.
   - Wavelength tested and measurement directions.
   - Manufacturer, model number and serial number of test equipment.
   - Name, signature and company technician/engineer.
   - Test Date.

Controller Communication General Notes:

The traffic signal controller shall communicate via Ethernet interface module. The contractor shall make all necessary connections to provide communication to the City of Sacramento Traffic Operation Center except for fiber splices. Fiber splices shall be completed by City forces and shall be completed prior to signal turn-on.

2.8 HIGH PRESSURE SODIUM VAPOR LAMPS

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

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

Lamp Wattage (Watts)	Rated Voltage Design Center (Nominal volts)	Voltage Range Initial
100	55	45-62
200	100	90-115

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

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

The Contractor shall, as part of the guarantee, replace with the Contractors forces at the Contractors expense any and all lamps that fail within a one year period following final job acceptance. If the Contractor fails to respond within forty-eight (48) hours after notification, the City will reserve the

right to replace the lamp and the contractor agrees to pay the City the sum of $50.00 for each lamp replaced in this manner.

2.9 INSPECTION

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

2.10 MAST ARM MOUNTED LUMINAIRES

All new luminaires to be installed shall be inspected by the Engineer prior to installation.

Mast arm mounted high pressure sodium luminaires to be furnished and installed shall have an integral ballast having a ± 10% regulation as specified under the heading "Ballasts" in these Specifications. Luminaires shall be 200-watt high pressure sodium vapor lamps unless otherwise specified.

Luminaires shall be designed to produce asymmetric distributions conforming to Illuminating Engineering Society light pattern Type III unless otherwise specified. The units shall be suitable for two-inch (2") slipfitter end mounting.

Luminaires shall be medium semi-cutoff type with tempered glass refractors.

Luminaires shall be supplied without photo cell receptacles unless otherwise called for on the Plans. If the luminaire housing is provided with a hole for the receptacle and the receptacle is not specified, the hole shall be closed in a weatherproof manner by using one of the following methods:

1. A stainless steel or aluminum plate at least one-half inch (1/2") thick pressed into the larger hole of the boss and securely fastened with RTV (room temperature vulcanizing) silicone sealant.

2. A stainless steel or aluminum plate at least one-eighth inch (1/8") thick and gasket held by two stainless steel machine screws which are fastened into a base nut plate.

All luminaires supplied with photo cell receptacles that will not be used shall be required to completely bypass the receptacle and a shorting plug shall be securely installed in the receptacle.

2.11 METERED ELECTRICAL SERVICE

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

The service pedestal shall be fabricated in accordance with the dimensions shown on the service pedestal detail drawing in the traffic signals / street lighting standard details in the plan sheets. The overall dimensions of the enclosure shall be 63" high x 12" wide x 7.25" deep.

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

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

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

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

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

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

The service pedestal shall consist of a separate metering section and a service section. The meter section shall have a removable cover-top, side, and front sections welded together so that it is rain tight and padlockable.

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

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

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

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

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

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

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

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

The metered electrical service will be served from the serving utility as shown on the Plans. Service shall be wired for 120/240 volts, three-wire and single phase as shown on the Plans.

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

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

2. One single-pole, 120-volt alternating current branch circuit breaker for control circuit with 15-ampere trip and a rating of 10,000-ampere AIC at 120/240 volts. Breaker shall be Cutler-Hammer Quicklag C or approved equal.

3. One single-pole, 120-volt alternating current branch circuit breaker for irrigation control and/or Wheel Sensor Cabinet (as noted in the plans) with 15-ampere trip and a rating of 10,000-ampere AIC at 120/240 volts. Breaker shall be Cutler-Hammer Quicklag C or approved equal.

4. Two single-pole, 120-volt alternating current branch circuit breakers for traffic signals each with 60-ampere trip and a rating of 10,000 amperes AIC at 120/240 volts. Breakers shall be Cutler-Hammer Quicklag C or approved equal.

5. Six single-pole, 120-volt alternating current branch circuit breakers for street lighting each with 40-ampere trip and a rating of 10,000 amperes AIC at 120/240 volts. Breakers shall be Cutler-Hammer Quicklag C or approved equal.

6. Two 3-pole, normally open, 60-ampere mercury displacement relays. Coil voltage shall be 120 VAC, 60 cycle. Mercury displacement relays shall be Dayton Electric Manufacturing Co., Model Number 3X753E, or approved equal.

7. One oil tight "Hand-Off-Auto" selector switch.

8. One solid copper neutral bus.

9. Incoming terminals (landing lugs).

10. Solid neutral terminal strip.

11. Terminal strips for conductors within the cabinet.

12. Additional breakers as noted in the plans for the service cabinet at 10th Street/K Street.

2.12 PULL BOXES

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

1. All new pull boxes shall be set in place prior to pouring any new sidewalk.

2. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer.

3. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways and clear of detectable warning tiles.

4. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes.

5. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks.

6. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials.

7. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

2.13 TRAFFIC SIGNAL CONTROLLER 2070L

The Contractor shall provide and deliver all Model 2070L controllers, with the modules, spares and external wiring adapters, if necessary, defined herein. The Contractor shall supply operating system software, device drivers and descriptors, initialization software, and the validation suite as required herein. Traffic controller firmware is included. The Contractor shall deliver 2070L controllers in accordance with Section 1.1, Scope and Location of Work.

A. General Compliance Requirements

The Contractor shall furnish products listed on the current State of California Qualified Products List (QPL) for Traffic Signal Control Equipment. The State of California QPL for Traffic Signal Control Equipment may be found at the following link:

http://www.dot.ca.gov/hq/traffops/elecsys/QPL/index.htm

The 2070 controllers shall comply with the Transportation Electrical Equipment Specifications (TEES), dated August 16, 2002 plus Errata 1 dated October 27, 2003 and Errata 2 dated June 08, 2004 published by the California Department of Transportation (Caltrans) along with all current errata. The City reserves the right of final interpretation of the Transportation Electrical Equipment Specification (TEES). The Caltrans TEES and current errata for 2070 controllers may be found at the following link: http://www.dot.ca.gov/hq/traffops/elecsys/TEES.htm

The Contractor shall furnish 2070 controllers loaded with Fourth Dimension Traffic D4 software.

Features or enhancements, such as OS or hardware improvements, made to the controller during the time of the contract shall be made available to the City at no additional cost. All accompanying engineering data and diagrams shall also be made available to the City at no additional cost.

B. Components

The contractor shall supply fully assembled 2070L controllers that are in full compliance with TEES. The contractor shall provide evidence that controller units, with a make and model identical to those being provided, have been tested and approved in accordance with TEES, by CALTRANS.

The Contractor shall supply 2070L controllers with the following components:

Unit Chassis
2070-1B Single Board Processor
2070-2A Field I/O Module for 170 style cabinet
2070-3B 8x40 Front Panel Display
2070-4A 10.0 Amp Power Supply Module
The module must be marked appropriately as a 4A.
Back cover plates
2 Megabit Data key

Component General Description

- Model 2070-1B CPU Module shall be a single board resident in Slot A5 consisting of connectors C13S and C14S, Datakey and CPU Module Software.

- 2070-2A Field I/O Module for 332 style cabinet shall provide an I/O interface with the Type 332 family of cabinets using the C1S connector and shall include C1S, C11S, and C12S connector.

- Model 2070-3B Front Panel Assembly (FPA) shall consist of a Metal Panel with latch assembly and two TSD #1 hinge attaching devices, Assembly PCB, FPA Controller, two Keyboards, AUX Switch, Display B, External Serial Port Connector, CPU Activity LED Indicator, and FP Harness Interface.

- Model 2070-4A Power Supply Module shall be independent, self-contained Module, vented, and cooled by convection only. The Module shall slide into the unit's power supply compartment from the back of the chassis and be attached to the Back-plane Mounting Surface by its four TSD #3 Devices.

- Model 2070-7B Asynchronous Serial Communications Module, Dual EIA-485 shall conforms to EIA-485 specifications for twisted pair with a 15 pin "D" connector. The data rate shall be 0-614400 baud. Port is optical isolation.

- Model 2070L Back Cover shall be made of 0.06 inches (1.524 mm) minimum aluminum sheet and treated with clear chromate. All external screws, except where called out, shall be counter sunk and shall be Phillips flat head stainless steel. The matching nuts shall be permanently captive on the mating surfaces.

- Datakey shall be a minimum of 2 megabits in size and be capable of storing Fourth Dimension Traffic D4 database.

2.14 TRAFFIC SIGNAL CONTROL SOFTWARE

The Contractor shall install Fourth Dimension (D4) Traffic Signal Controller software on each controller assembly. The most current version of D4 Traffic Signal controller software, at the time of controller delivery, shall be fully configured in the 2070L controller.

The Contractor shall provide a D4 license to the City for each controller assembly. The license shall include technical support and user manual of this software.

The contact for the traffic signal controller software is as follows:

Fourth Dimension Traffic

Tod Eidson, President
255 King St. #609
San Francisco, CA 94107
Phone: 415-516-4051
Fax: 415-495-9010
Email: tod@4dtraffic.com

General Controller Software Features

1. 16 phases
   a. Three maximum times per phase with dynamic max operation
   b. Minimum, maximum, soft recall modes
   c. Early and delayed "Walk" timing
   d. Conditional service during free and coordination with conditional service minimum green time
   e. Manual control operation with selectable call, omit, and protected pedestrian clearance phases
   f. Per phase preempt timing

2. 4 rings (Single intersection or two independent intersections)

3. 16 timed overlaps
   a. Vehicle and pedestrian movement for each overlap
   b. Actuated pedestrian movements
   c. Early and delayed "Walk" timing
   d. Pedestrian overlap rest-in-walk across multiple phases
   e. Per overlap preempt timing

4. 8 transit phases
   a. Two and three section signal head controls for light rail vehicles
   b. Advanced warning sign control per transit phase
   c. Recall or actuated operation
   d. Normal or priority service

Detector Features

1. 64 vehicle detectors
   a. Programmable call and extend phases
   b. Extend and delay timing
   c. Stop bar disconnect mode with carryover (extend) timer
   d. Detector cross-switching
   e. No presence and max fail detector diagnostics (disabled by TOD)

2. 16 queue detectors
   a. Detects traffic backups
   b. Capable of selecting alternate coordination patterns, selecting alternate maximum green times, or calling a preempt
   c. Advanced green to clear vehicle movements prior to transit vehicle arrival

3. 16 pedestrian detectors
   a. Programmable calls for pedestrian and vehicle phases
   b. Pedestrian cascade mode (sequential calling of two pedestrian movements)

4. 8 transit detectors

a. Programmable calls for transit and vehicle phases
b. Extend and delay timing
c. Travel time delay
d. Alternate travel times by TOD
e. Adaptive arrival time adjustment

5. 32 remote transit detectors
   a. Calls received by transit detectors at other intersections (on peer-to-peer Ethernet network)
   b. Travel time delay
   c. Alternate travel times by TOD
   d. Adaptive arrival time adjustment

Coordination Features

1. 32 coordination patterns
   a. Cycle time and three offsets per pattern
   b. Flexible per phase split expansion and shrinking during transition
   c. Fixed or floating force-offs (per phase)
   d. Automatic permissive calculations

2. Single-band or multi-band permissive modes with permissive limit timer

3. Three pedestrian permissive modes
   a. Programmable recalls and omits active during each pattern
   b. Actuated coordinated phases can gap-out early and distribute unused time to movements with greater demand
   c. Selectable reservice phases (a.k.a. "fully actuated coordination")

4. Multiple interconnect modes
   a. Time based scheduler
   b. Central system command (over twisted pair or Ethernet connection)
   c. 120 volt interconnect cable

5. Master controller mode
   a. Controller can operate as a twisted pair, Ethernet, or 120 volt cable master in the absence of a central management system

Preemption Features

1. 10 prioritized preempts
   a. Two track clearance states, dwell state, and exit state per preempt
   b. Permit or allow any phase and overlap individually for each preempt state
   c. Presence preempt input with optional fail-safe interlock input
   d. "Check-in / Check-out" preempt detection option with check-out override timer

2. 4 soft preempts
    a. "Step-by-step" preempt (special preempt sequence)
    b. 8 states per soft preempt sequence (timed or actuated)
    c. Each state allows programmable calls, omits, holds, and force-offs for each phase and overlap

Transit Priority Features

a. Programmable transit priority options for each transit phase
b. Operates based on estimated arrival times using local intersection detection and remote ("peer-to-peer") detection from upstream intersections
c. Separate options for free or coordinated operation
d. Extend only (no phase abbreviation) or Early/Extend operation
e. Minimum phase green times
f. Maximum extend limit
g. Optional vehicle/pedestrian phase omits
h. Ability to switch to alternate sequence to better serve early arriving transit vehicle
i. Adaptive arrival times to automatically compensate for fluctuating station dwell times

Status / Diagnostic Features

1. Detailed controller status displays through the 2070 LCD display
    a. Phase, ring, and overlap status
    b. Transit phase/priority status
    c. Coordination status
    d. Preemption status
    e. Vehicle and pedestrian detector status
    f. Cabinet / Field I/O status
    g. System communication status

2. 6000 controller event log
    a. Multiple classes of events can be individually enabled for logging
    b. Retrieved and reset from central connection (serial or Ethernet)

3. 62.5 day detector VOS log
    a. Log VOS for 16 system detectors each 15 minutes

4. 600 MMU event log
    a. Detailed MMU events, including reason for failure and state of field outputs

Cabinet Support

1. NEMA TS1, TS2-Type 1 and Type 2, Caltrans 332/336, and ITS cabinet support
2. All controller input and output functions can be mapped to any physical cabinet input and output

3. "Peer-to-Peer" interconnect over Ethernet (select outputs or inputs from the source intersection to activate a function at the local intersection)
4. Cabinet logic channels to accomplish custom controller I/O operation

Protocol Support

1. Communications over serial port, twisted pair, or Ethernet (fiber-optics)
2. Caltrans AB3418E with extended messages for extended status and D4 specific functionality
3. Future NTCIP compliance

A. Testing

The Contractor shall comply with electrical, environmental and testing requirements defined in the TEES. The Contractor shall comply with all testing, quality control and reporting procedures specified in the TEES.

B. Manuals

All equipment (base controller assemblies and all modules) and software provided under this specification shall be provided with product/operational manuals, which document the operation and maintenance of the equipment in compliance with TEES. **The Contractor shall furnish ten (10) printed and one (1) electronic copy of operating manual, technical data sheets, product cut sheets, and any associated documentation with delivery of the first controller shipment per Section 1.1, Scope and Location of Work.**

Manuals shall be printed on 8.5" x 11" inch paper. Schematics, layouts, parts lists and plan details may be on 11" x 17" inch sheets, but the sheets must be neatly folded to 8.5" x 11" inch size. The manuals shall be bound in durable covers, and shall not suffer degradation when subjected to normal cabinet temperature testing.

C. Warranty

The 2070L and 2070N controller equipment and components/modules shall have a full warranty for manufacturer defects and workmanship, including parts and labor for a minimum of five (5) years from the date of acceptance. Identification of manufacturer defects shall be as determined by the City. The Contractor shall submit three (3) copies of all warranty certificates with the first controller shipment per Section 1.1, Scope and Location of work.

The Contractor shall bear all expenses for the return and repair of 2070L and 2070N controller equipment and components or field repair of installed equipment deemed necessary for adjustments during the warranty period.

2.15 TRAFFIC SIGNAL CABINET 332

The traffic signal cabinet 332 assembly shall contain all necessary components to operate an 8-phase traffic signal.

The 332 assembly shall conform to the requirements of "Transportation Electrical Equipment Specifications" (TEES) and "Traffic Signal Control Equipment Specifications" (TSCES). The cabinet construction shall conform to Section 86-3.04 Controller Cabinets of the California Department of Transportation Standard Specifications. Controller cabinet and controller shall be on California Department of Transportation approved list.

A. General Equipment

1. Each cabinet shall be completely equipped, wired and have the following, but not limited to:
    i. (1) Conflict Monitor 2010ECLip
    ii. (12) Load switches 200
    iii. (4) Flash Transfer Relays
    iv. (1) Power Supply Model 206
    v. (2) Flasher Units 204
    vi. (1) Power Distribution Assembly (PDA) #2
    vii. (4) DC Isolator Model 242

2. *Two (2) copies of circuit diagrams and operation manual for each major component of control cabinet equipment shall be provided for each cabinet delivered.*

3. *One (1) set of galvanized anchor bolts shall be included with each cabinet.*

4. All identification shall be by means of black and white labeling, painted or self-adhesive labels.

B. Street Closure Switch Enclosure for Type 332 cabinet at 10th Street/K Street

The Type 332 cabinet for 10th Street/K Street shall include a Street closure switch enclosure of identical materials, dimensions, switches and installation methods as the standard police panel type enclosure, except that the enclosure door shall include a spring loaded construction core lock capable of accepting a Best 6-pin CX series core. The core lock shall be installed with a green construction core. Upon contract completion, two master keys for the construction core shall be delivered to the Engineer. The Street closure switch enclosure shall be located on the cabinet adjacent to and at the same height as the standard police panel type enclosure. The Street closure switch enclosure door shall be labeled with the letters "RT" on the external surface. Cabinet terminations for the Street closure switch will be performed in the field under direction of the Engineer.

C. Delivery and Acceptance

The cabinets shall be delivered to the City of Sacramento, with controller, communication, Emergency vehicle pre-emption interface, and all items required for the operation of the intersection installed. The cabinet shall be delivered per Section 1.1, Scope and Location of Work.

The cabinets shall be tested for complete operation and inspected for conformance to these Special Provisions at the City Traffic Signal Shop. The Contractor shall have an authorized service engineer from the cabinet manufacturer available at the City's Corporate Center South within one (1) working day after notification to correct all minor malfunctions or make minor modifications to meet these specifications. If major adjustments, modifications or repairs to the cabinet are required to meet these specifications, the Contractor shall be required to repair or modify the cabinet(s) in question at no additional cost to the City. The contractor shall be responsible for all shipping charges for any cabinet(s) that are returned for major repairs or modifications. The Contractor shall also be required to repair or replace any equipment that fails to function properly during testing and inspection. For the first cabinet shipment, the City shall have fifteen (15) calendar dates from date of cabinet receipt to test and inspect the cabinets. For the balance of the cabinets, the City shall have twenty (20) calendar days from date of cabinet receipt to test and inspect the cabinets.

D. Guarantee

The Contractor guarantees all cabinets, materials and devices of whatsoever nature incorporated in, or attached to the cabinets, to be free of all defects of workmanship and materials for a period of one (1) year after final acceptance of each shipment of Type 'R' controller cabinets by the City of Sacramento. The Contractor shall repair or replace any or all equipment or material, together with all or any other equipment or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge or any nature whatsoever to the City.

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

2.16 TRAFFIC SIGNALS AND FITTINGS

A. Vehicle Signals

Each mast arm mounted signal head shall be all twelve inch (12") diameter sections.

Vehicle signal housings shall be either die cast or permanent mold cast aluminum conforming to ANSI Standard D-10.1. Vehicle signal faces shall conform to Section 86-4.01, "Vehicle Signal Faces", of the State Standard Specifications.

Metal backplates shall be provided for all vehicle signal heads furnished. Backplates shall be louvered, not solid.

Traffic signals shall utilize tunnel visors.

All traffic signal lamps shall be accessible from the front of the traffic signal head and shall be directly accessible for removal and replacement by the opening of the hinged front lens section and hood. Backplates for MAS mounted vehicle signal heads shall have approved filler plates to prevent light from showing through at the elevated plumbizers.

B. Light Emitting Diode (LED) Signal Modules

ALL SIGNAL HEAD DISPLAYS SHALL BE LED MODULES.

LEDs shall have full ball appearance. Dialite 443 Series or approved equal.

Maximum power consumption requirements for LED signal modules shall be as follows:

Description	25°C	74°C
12" Circular	25.0 W	30.0 W
8" Circular	15.0 W	18.0 W
12" Arrow	15.0 W	18.0 W

All LED modules shall meet California Department of Transportation (CalTrans) and Institute of Traffic Engineer (ITE) minimum requirements. CalTrans specifications shall take precedence and supercede all ITE requirements if there are requirement conflicts.

C. Pedestrian Signals

1. Pedestrian Signals for Crosswalk Distances less than 60 feet

Pedestrian signals shall conform to Section 86-4.05, "Pedestrian Signal Faces", of the State Standard Specifications. The WALK and STOP "hand" pedestrian signal indicator shall be of LED type. Each pedestrian signal shall be provided with an egg crate visor.

2. Pedestrian Signals for Crosswalk Distances greater than or equal to sixty feet (60')

The following specification requirements apply to the combination Raised Hand/Walking Person figure and Countdown timer only. All specifications stated in Sections 1 through 10 apply unless specifically superseded in this section.

Pedestrian signal face modules shall be designed to mount behind or replace the existing faceplate of Type A Pedestrian housings as specified by the requirements of the ITE Standards, "Pedestrian Traffic Control Signal Indications", and the MUTCD. The pedestrian signal shall have an operating range of 90VAC to 130VAC. The pedestrian signal shall be fused and provide transient suppression for protection of line and load. The

pedestrian signal shall have a high power factor. The pedestrian signal shall have < 20% harmonic distortion.

The design of the modules shall require a specific mounting orientation. Each module shall provide an average luminous intensity of at least 3,750 candela/m2 for upraised hand and 5,300 candela/m2 for the walking person symbol throughout the useful life over the operating temperature range.

The uniformity ratio of an illuminated symbol shall not exceed 4 to 1 between the highest luminance area and the lowest luminance area in the module.

The color output of the module shall conform to the requirements of the ITE: "Pedestrian Traffic Control Signal Indications" and the MUTCD. The measured chromaticity coordinates of the modules shall conform to the chromaticity requirements of section 5.3.2.1 and Figure C of the VTCSH standard.

The Hand Man symbols shall conform to all applicable ITE and CalTrans requirements. Raised Hand shall be Portland orange. Walking figure shall be lunar white. The module shall not require special tools for installation. The module shall fit securely into existing pedestrian signal section housings built to the PTCSH specifications without modification to the housing.

The pedestrian signal face shall be no less than sixteen inches (16") high.

The modules shall be a self-contained device, not requiring on-site assembly for installation into an existing Type "A" housing. The pedestrian signal shall be capable of displaying the LED "Raised Hand" legend. The numeral portion shall consist of two (2) seven segment digits, constructed of a minimum of 2 rows of LED's, simultaneously. The pedestrian signal shall use overlays to diffuse the LED's and provide uniform light dispersion while keeping the symbols clear and distinct. The signal shall be configurable, such that the countdown timer can start at the beginning or the end of the "Walk" portion of the pedestrian phase. Initially, the Contractor shall set the signal such that the Countdown timer starts at the beginning of the flashing "Don't Walk/Raised Hand" portion of the phase and ends at the beginning of the solid "Don't Walk/Raised Hand" portion of the phase.

Modules shall have filled hand/man.

D. Mounting Hardware

All slipfitters and terminal compartments shall be cast bronze. Clam shell mounting assemblies shall not be used.

E. Pedestrian Pushbuttons

The pedestrian pushbuttons shall conform to Section 86-5.02, "Pedestrian Pushbuttons", of the State Specifications and these Specifications. Pedestrian pushbuttons shall be Type B

and meet all American Disability Act (ADA) requirements. The diameter of the actuator shall be a two inch (2") minimum.

The pedestrian pushbuttons shall be magnetic switch type pushbuttons in heavy cast aluminum or highly durable corrosion-proof housings. The buttons shall be a high visibility yellow. The instruction sign shall be a minimum 20 gauge enameled steel, 5" x 7-3/4" and shall display the appropriate sign for international symbol signals. The mounting height of the pedestrian push button shall be as specified in the latest CalTrans Specifications.

F. Traffic Signal Standards

All mounting hardware to be furnished by the Contractor shall be galvanized.

G. Audible Pedestrian Signals

The Contractor shall furnish and install audible pedestrian signals on each pedestrian signal head as shown on the plans. The audible pedestrian signal shall meet the following specifications:

Size:	5.00" High, 3.75" Wide, 5.00" Deep
Power Requirement:	115 VAC +5%, 60 Hz, 3 Watts
Temperature Range:	-20 degrees C to 60 degrees C
Output:	90 dB per Watt at 3 ft (1m). Output is self-switching to one (1) or two (2) adjustable output levels depending on ambient noise conditions.

Audible output sound shall be as follows:
"Cuckoo" North-South audible signal (electronic bird chirp) by method of two (2) combined frequencies. Duration of 0.6seconds + 20%. Frequency base of 1,100 Hz + 20% with frequency deviation of 20 Hz + 20%.

"Peep-Peep" East-West audible signals (electronic bird chirp) by method of two (2) combined frequencies. Duration of 0.2 seconds + 20%. Frequency base of 2,800 Hz + 20% with frequency deviation of -800 Hz + 20%.

2.17 VIDEO DETECTION

A. General Requirements

1. Video detection camera / system shall be able to detect vehicles with a 95% or more accuracy when compared to conventional inductive loops.
2. Video detection camera and associated hardware shall be able to operate from -34° to + 165° C.
3. Cameras must be color and provide a minimum of 350 lines of resolution.
4. Cameras and or interface devices in Traffic Signal Cabinet must provide a NTSC based signal.

5. Cameras and or associated hardware or firmware must provide image stabilization.
6. Cameras must have variable focal length that can be configured from the Traffic Controller Cabinet.
7. Must Be able to interface to NEMA TS-1 detector rack or associated logic levels.
8. Cameras and or interface hardware shall be able to detect the absence of video and or have the ability to detect vehicles. If an absence of video is detected, the interface hardware shall input a recall on the phase. If the video detection camera cannot detect vehicles due to Fog, smoke, and other environmental factors, the user shall have the ability to min recall, max recall, or apply a fixed time to a given phase.
9. Must be able transmit a video signal up to 1000ft. on non-proprietary baseband coax video cable.
10. Must be able to provide all Cal-Trans loop types 0 – 9.
11. Must be able to provide the ability to drop a false vehicle call if no movement is detected while green for that phase. " Type 9 detection"
12. Camera interfaces must be able to interface to existing Green and Red phase colors that can be displayed on the video image.
13. All directly attached interfaces to phase outputs must be opto-isolated?
14. The Video detection system shall have the option to remotely upload count data for local intersections with an integrated IP based address.
15. The video detection system shall have the option to configure IP based addresses via DHCP and manually.
16. Shall be able to upload and store configuration parameters per camera and detector.
17. Shall provide remote Video Detection System diagnostics with the ability to check detector outputs, and loss of video sync.
18. All Video detection processing shall be done inside the video detection cabinet.
19. All software must be able to operate on Windows 2000, and Windows XP.
20. All hardware associated to the video detection system shall be warranted for a minimum of two years.
21. The vendor shall provide all firmware and software upgrades to the City of Sacramento, free of charge during the warranty period of the product.
22. Technical support shall be free of charge during the warranty period of the product
23. Vendor shall provide 24/7 technical support
24. Vendor shall provide training in the operation, setup, and maintenance of the video detection system, at no additional cost to the city.

B. City of Sacramento Traffic Engineering Services additional requirements:
1. Be able to conduct a minimum of 24-hour count with a variable, by the minute, sampling rate.
2. Be able to store count data for a minimum of five (5) days.
3. Be able to calculate in a report, level of service, based on flow rate.
4. Be able to classify vehicle based on length.
5. Shall be able to provide speed data, volume, and occupancy for free flowing segments.

C. Video Detection System

Equipment shall be an Econolite Autoscope Rackvision or City Traffic Engineer approved equivalent.

The following equipment outline is for one approach. For multiple approaches, additional AIS cameras, Rackvision MVP's, AIS cables from Camera to hand hole cover, mounting brackets, and RJ45 Male Cat 5 Cables would increase per approach. RackVision and AIS cameras with Econolite TS2 connection to controller.

1 - Autoscope Image Sensors (AIS) Camera
1 - Mounting brackets (model AMBKTM11)
1 - AIS cable to length (60 to 100' pigtail) distance from Camera to Hand Hole Cover
1 - AIS branch cable to length (optional--coax and power) Distance from Mast to Controller
1 – AIP4 interface panel
1 - Autoscope RackVision MVP
1 - Mini-Hub TS2 DPM
1 - Bus Box, RJ45, 6 Port Female (P/N 202-1013-501)
2 - RJ45 Male – RJ45 Male Cat5 Cable, 3' (P/N 200-1023-501)
1 - RJ45 Female – DB9 Male adaptor to Mini-Hub (P/N 200-1025-501)
1 - SDLC cable for TS1 cabinet and Econolite controller (model ACBLP0E05 P/N)
1 – NTSC Monitor with BNC interfaces for signal cabinet

Video detection system shall be warranted for two years from date of install.

All Video detection cable splicing shall be done in Mast Hand Hole Cover.

All Video detection cameras and associated hardware shall be installed per vendors recommended guidelines for optimal detection.

An Econolite Representative shall provide onsite training for the installation, configuration, and maintenance of the Video Detection System at no additional cost to the City.
Video cable located in the handhole shall be spliced with one-piece compression connectors for coax cable: Type F Thomas & Betts Snap N-Seal or approved equal. Cable ends shall be connected by using Thomas & Betts precision F81 connector or approved equal. Connector shall be heat shrinked after signal is turned-on. Tubing shall extend two inches past the end of connectors. Contractor to use manufacturer approved installation tools.

All BNC connectors shall be Thomas & Betts Snap-N-Seal one-piece compression connectors for coax cable or approved equal. Contractor to use manufacturer approved installation tools.

Cameras installed on signal mastarm shall use Econolite 28" extended camera mount.

Coaxial Cable shall be Belden 9290 RG6 or approved equal.

Camera Power shall be Belden 601203 multi-conductor meeting IMAS Spec 19-1.

Cordgrips shall be Hayco Liquid Tight or approved equal.

2.18 CCTV

A. Video Encoder

The encoder shall be rated for 140°F, shall provide two (2) MPEG2 video streams up to 30 frames per second. The encoder shall be NTCS compliant and have Ethernet 10/100 megabyte interface. PTZ controller shall interface with video encoder using RS-422 protocol and a DB9 connector. Video connections shall be made using BNC connector.

2.19 WIRING

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

1. After taping, all splices shall be painted with an approved electrical coating that will resist oil, acids, alkalies, and adverse environmental conditions.

2. Pull ropes used to pull conductors in conduit shall be a minimum of three-eighths inch (3/8") in diameter.

2.20 ELECTRONIC SIGNS

Part-Time Restriction (PTR) and Part Time Warning (PTW) signs shall use Light Emitting Diodes (LED) for the message display and include the following.

A. Cabinet

Furnish a cabinet having a frame constructed of extruded aluminum alloy. The back panel shall be polycarbonate plastic, ABS plastic or sheet aluminum. All panels and frame members shall be of sufficient strength and thickness to prevent warping and bowing.

Aluminum frame members shall be 6063-T5 and aluminum panels shall be hot-dip galvanized or Type 304 or 316 stainless steel. Provide easy access to the components of the sign for maintenance. Wash exposed exterior aluminum with a cleaning solvent and when dry, apply two (2) coats of flat black paint.

B. Visor

Attach to the sign frame a visor that projects over the sign face and sides. Projection over the sign face shall be approximately 5 inches at the top of the sign and approximately two inches (2") at the bottom of the sign. Construct the visor of sheet aluminum of sufficient strength and thickness to prevent warping and bowing. Attach the visor to the sign frame with stainless steel screws and paint as specified in paragraph (a)(1) above.

C. Legend

The legend shall be clearly legible in bright sunlight within two hundred fifty feet (250') of the sign. The face of the sign shall be black and the legend shall not be visible even in direct sunlight when the sign is off. Sign message and/or symbols shall be fully illuminated rather than border only outline. The color of the legend shall be as shown on the plans. Obtain the Engineer's approval of the layout and letters prior to construction.

D. Lighting

The legend shall be made up of strings of LEDs. The LEDs have a minimum viewing angle of 22° and a maximum viewing angle of 30°. The LEDs shall be energized from at least two circuits, to maintain visibility in the event of an LED failure.

E. Physical

PTR
The minimum size of the PTR sign face shall be 24 inches wide by 24 inches high, and may vary with the approved legend. Signs shall have single soild state 120VAC power supple. Power supply shall drive all LED colors. Sign shall be capable of automatically dimming based on ambient lighting condition. The sign shall be capable of continuous operation over a temperature range of -35 °F to 165 °F.

PTW
The minimum size of the PTW sign face shall be 36 inches wide by 30 inches high. Signs shall have single soild state 120VAC power supple. Power supply shall drive all LED colors. Sign shall be capable of automatically dimming based on ambient lighting condition. The sign shall be capable of continuous operation over a temperature range of -35 °F to 165 °F.

F. Mounting

Mount signs on signal standard mast-arms using a mounting hub for installation on pipe tenon Type MAT.

2.21 LIGHT RAIL VEHICLE (LRV) WHEEL SENSOR SYSTEM

A. Scope

The wheel sensor system shall detect the wheel of an LRV as it passes over the sensor. When the system detects an LRV wheel it will open an electrical circuit from the traffic signal controller cabinet. This open circuit (normally closed) will be interpreted by the traffic signal controller as a request to preempt the active traffic stage and to serve a Light Rail Transit (LRT) phase.

B. System Components

Each LRV Wheel Sensor System shall be completely equipped, wired and have the following, but not limited to:

1. (1) Pole Mountable Cabinet
2. (1) Rail wheel sensor
3. (1) Direction Detection Unit (DDU)
4. (1) Programmable Logic Controller (PLC)
5. (1) DC power supply
6. (1) AC Transient Voltage Surge Suppressor
7. (1) Cabinet Main Circuit Breaker
8. (1) Branch Circuit Breaker
9. (2) Din Rails
10. All necessary terminal blocks, wiring, and cabling

C. Component General Descriptions

1. Pole Mountable Cabinet – Cabinet shall be sized as shown in plans. Cabinet assemblies shall be UL 50 Type 4 and UL 508A listed. Construct cabinet from 8 gauge 5052-H32 powder-coated aluminum or 12 gauge Type 305 stainless steel. Cabinet shall be pole-mounted with a solid bottom or equipped with a bottom cover plate. Provide a latching device and padlock with a Best red or blue core.

2. Rail wheel sensor – sensor shall be a NAMUR Proximity type device which is actuated by the flange of the rail wheel passing over the sensor. The sensor shall be mounted to the existing rail at the location shown in the plans.

   Rail Wheel Sensor Specifications include:

a)	Sensing Speed	0-150mph
b)	Static Sensing Distance	47mm, +2mm/-1mm
c)	Hysteresis	=<2mm in direction of travel
d)	Repeat Precision	=<0.5mm nominal
e)	Supply voltage	8.2vdc
f)	Load Un-dampened	=>2.65ma
g)	Load Dampened	=<1.45ma
h)	Admissible Line Resistance	=< 50 Ohm (total out and back)
i)	Operating Temperature	-40C to +80C

   Wheel sensor shall be Tiefenbach Part No. N59-1R-200-45 or approved equal.

3. Directional Detection Unit (DDU) - The DDU shall be fully compatible for use with the rail wheel sensor. DDU shall work with the wheel sensor to produce a detectable low voltage pulse (output) as a rail wheel passes over the sensor. DDU shall be Din rail mountable.

   Directional Detection Unit Specifications include:

a.	Input frequency	=< 500Hz
b.	Operating Temperature	-25C to +60C

c. Operating Voltage 24VDC
d. Protection Class Casing IP40, class IP 20
e. 2 NAMUR inputs
    - Voltage 8.2 VDC
    - Internal Resistance 2.5 KOmh
    - Switching threshold 1.55 V
    - Switching Hysteresis 0.2 V
f. Optocoupler rating
    - Voltage 80 VDC
    - Current 100mA
    - Voltage drop =< 1.5V at Maximum current
    - Delay 5 to 270 ms

Directional detection unit shall be Tiefenbach G84/120/24V DC or approved equal.

4. Programmable Logic Controller (PLC) – The PLC shall be connected between the DDU and the preempt circuit originating from the traffic signal controller. The PLC shall be programmed to cause a preempt input at the traffic signal controller to be true for a user settable amount of time (0-60 seconds). The PLC shall include an LCD display, keypad (for data entry) and be Din rail mountable.

   Programmable Logic Controller Specifications include:
   a. Minimum Number of Inputs 8
   b. Minimum Number of Outputs 4
   c. Operating Voltage 24VDC
   d. Operating Temperature -25C to +55C
   e. Protection Class IP20
   f. Input Voltage Rating 24VDC

   Programmable Logic Controller shall be Allen-Bradley 1760-L12BWB or approved equal.

5. DC Power Supply – DC Power Supply shall include the following specifications:

   a. Nominal input voltage: 120V AC 60 Hz
   b. Nominal output voltage: 24V DC
   c. Nominal output current: 2.0 A
   d. Power connectors: Pluggable screw terminal
   e. Temperature range: -40 to 165 F
   f. Humidity range: 0 to 95%
   g. Mount: DIN-rail
   h. Listed: UL 508

6. 120 VAC Transient Voltage Surge Suppressor (TVSS) shall be a type 3 arrestor with a rated surge arrester voltage of 150 V AC and a maximum discharge current of 10 kA., Transient voltage surge suppressor shall be UL 1449 listed. Wire 6-foot NEMA 5-15P power cord to unprotected side of the TVSS.

7. Branch circuit breakers shall be slow-blow type thermal pluggable circuit breakers and fit into flat-fuse module terminal blocks. Circuit breakers shall be UL 489 listed. Install a common fixed bridge on the unprotected side of branch circuit breakers.

8. Din Rails - DIN rail bracket assembly for mounting auxiliary equipment as shown in plans. Construct rack frame from a single sheet 1/16-inch 5052- H32 aluminum. 35mm DIN rail shall be electrolitically plated steel with plastic end caps. Install, wire, and label all components as shown. Terminal blocks shall be UL 1059 listed.

D. Construction

Contractor must cut and patch concrete for installation of wheel sensor to rails. Contractor must not cut or nick rails. Contractor is responsible for the replacement of nicked rails, up to 40 feet each side of the nick.

Contractor shall coordinate all work within the LRT trackway with Sacramento Regional Transit (RT). The contractor shall furnish and install the LRV wheel sensor system per the manufacture's recommendations and according to RT.

All work within the trackway shall take place during non-revenue hours of the LRT system on K-Street and shall be arranged with RT a minimum of 72 hours in advance of beginning the trackway work. The contractor shall be responsible for all work involved in installing and configuring the LRV wheel sensor system except for the act of drilling into or other penetrations of the existing LRT rails.

3. ITEMS OF THE PROPOSAL

ITEM NO. 1 - PRECONSTRUCTION PHOTOGRAPHS

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

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

ITEM NO. 2 - PREPARE WATER POLLUTION CONTROL PROGRAM

This item shall consist of the Contractor preparing a Water Pollution Control Program in accordance with the requirements specified elsewhere in these special provisions.

Payment: The contract lump sum price paid for prepare water pollution control program includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the WPCP and inspecting water pollution control practices as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 3 - CONSTRUCTION SITE MANAGEMENT

This work includes controlling potential sources of water pollution before they come in contact with storm water systems or watercourses in accordance with the requirements specified elsewhere in these special provisions.

Payment: The contract lump sum price paid for construction site management includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-stormwater management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste resulting from your activities, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer.

ITEM NO. 4 - TRAFFIC CONTROL SYSTEM

A traffic control system shall consist of maintaining traffic in conformance the provisions in Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications, and the provisions under "Maintaining Traffic" of these special provisions.

The traffic control system shall include all construction area signs required for the project.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the State Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the street right of way.

Except as otherwise provided herein, Contractor must provide access for passengers at all times between and among the light rail boarding area, the fare vending machine (FVM), signage, and various site amenities on the platform. All work with the potential to disrupt passenger circulation must be described in a Pedestrian Traffic Control Plan prepared by Contractor and submitted to RT and City for approval. The Pedestrian Traffic Control Plan must include schedules for work or other disruptions in each area, locations and design of safety barriers, and provisions for accessibility. No such work may occur until the Pedestrian Traffic Control Plan is approved by RT and City.

At the Pre-Construction meeting, the Contractor shall submit a Traffic Control Plan to the Engineer for review and acceptance. The Contractor will not be allowed to begin work until a traffic control plan has been accepted by the Engineer and accepted by RT. A copy of the traffic control plan must be kept at the job site at all times.

Following completion of the project the Contractor shall maintain temporary pedestrian guidance signs mounted on barricades or temporary posts directing pedestrian traffic to the crosswalks. These signs shall be approved by the City and shall remain in place for a minimum of six weeks after the opening of K Street to vehicular traffic and after approval by the City Engineer. Payment for furnishing installing and maintaining and removing these temporary signs shall be considered as included in the lump sum bid price for Traffic Control System and no separate payment shall be made therefor.

Payment shall be made at the lump sum price for Traffic Control System and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved with this item of work, including preparation of traffic control plans and coordination with RT, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 5 - CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 12 of the Standard Specifications and these Special Provisions. This item shall include, but is not limited to removal and disposal of obstructions, improvements, or facilities lying within the limits of the right-of-way, including, benches, planters, bike racks, tree well frames, lights, signals, detectable warning tiles, miscellaneous concrete and reinforcing bars, as shown on the Plans and as directed by the Engineer to be removed.

Tree trimming shall comply with the requirements in Section 12 of the Standard Specifications and as showing on the plans. Tree trimming required to improve the line of sight to new signal heads shall be included in this item of work. Payment for tree trimming shall be considered as included in the lump sum bid price for clearing and grubbing and no separate payment shall be made therefor.

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.

Existing foundations and steel post sleeves evident in the pavement surface within the drop off areas shall be carefully sawcut and removed to a minimum depth of 12-inches and replaced with Portland cement concrete as directed by the Engineer. Payment for this work shall be considered as included in the lump sum bid price for clearing and grubbing and no separate payment shall be made therefor.

Sprinkler/irrigation system pipes and heads that interfere with proposed improvements shall be relocated as part of this item. Relocated sprinkler/irrigation systems shall be reconstructed to provide the same level of coverage as the existing system. The existing sprinkler/irrigation system relocation shall be completed within three (3) working days of the initiation of work. All other excess material shall become the property of the Contractor and be disposed of away from the project site.

The existing grated line drains on both side of K Street, between 8th Street and 12th Street, shall be cleaned out by the Contractor to the satisfaction of the Engineer as a first order of work. These drains shall remain clear of debris throughout the duration of the contract. Payment for this work shall be considered as included in the lump sum bid price for clearing and grubbing and no separate payment shall be made therefor.

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

ITEM NO. 6 - TREE REMOVAL

Tree removal shall conform to Section 12 of the Standard Specifications and these Special Provisions. This item shall include, but is not limited to removal and disposal of trees, tree well frames as shown on the Plans and as directed by the Engineer to be removed.

Trees where shown on the plans to be removed, shall be completely removed including removal of stumps and roots greater than 2-inches, by grinding or other approved method. During tree removal Contractor shall be responsible for protection of existing utilities and irrigation systems. Utilities damaged during construction shall be repaired and/or replaced at the sole cost of the Contractor. The irrigation system to the tree well shall be capped at the nearest source.

The Contractor shall exercise care during the removal of trees and tree well frames to minimize impacts to surrounding paving and pavers. This work shall be completed in accordance with the details shown on the plans. The cost associated with reconstructing sidewalk and resetting pavers as a result of tree removal shall be included in the unit price paid for each tree removed and no separate payment shall be made therefor.

Payment shall be at the contract unit price per each for Tree Removal and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved with tree removal as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 7 - ADJUST MAINTENANCE HOLE TO GRADE

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

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

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

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

ITEM NO. 8 - ADJUST UTILITY BOX TO GRADE

Existing utility boxes where shown on the plans or where directed by the Engineer shall be adjusted to grade in accordance with Section 13 of the Standard Specifications and in accordance with the owner's specifications.

This item shall include coordination with the utility owner and the lowering, raising or modifying of the utility boxes to match the finished grade surface. Upon completion of adjusting utility boxes to grade, the Contractor shall field walk the site with the Engineer to demonstrate all utility boxes have been adjusted to grade. Utility boxes shall be traffic rated.

Payment shall be at the contract unit price per each and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in adjusting utility boxes to grade where shown on the Plans, including marking and surveying, as specified in these Special Provisions and locations as directed by the Engineer.

ITEM NO. 9 - RELOCATE IRRIGATION SERVICE PEDESTAL

Existing irrigation service pedestals where shown on the plans to be relocated or where directed by the Engineer shall be relocated in accordance with Section 13 of the Standard Specifications and in accordance with the owner's specifications.

This item shall include coordination with the City regarding shutting down the water system.

Work shall include removal of existing concrete base, salvaging service cabinet, construction of new concrete base to match existing base, installation of service cabinet on new base, conduits, wiring, excavation, backfill, concrete, paver removal and repair, and pull boxes.

Payment shall be at the contract unit price per each for Relocate Irrigation Service Pedestal and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in relocating irrigation service pedestals as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 10 - REPLACE WATER VALVE AND ADJUST TO GRADE

Existing water valves shown on the plans to be replaced, shall be replaced with traffic rated valve boxes and adjusted to grade, as directed by the Engineer in accordance with applicable requirements of Sections 27 and 38 of the Standard Specifications.

Contractor shall prepare a plan to tie-in water valve locations to ensure they are adjusted to grade. Upon completion of adjusting water valves to grade, the Contractor shall field walk the site with the Engineer to demonstrate all water valve boxes have been adjusted to grade.

Payment shall be at the contract unit price per each and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in replacing water valves with traffic rated boxes and adjusting existing water valves to grade where shown on the Plans, including marking and surveying, as specified in these Special Provisions and locations as directed by the Engineer.

ITEM NO. 11 - REPLACE RT CROSSOVER SWITCH BOX

Existing switch boxes located at the rail crossover between 9th and 10th Streets shall be replaced as shown on the plans, as specified in these special provisions and as directed by the Engineer.

The switch boxes shall be designed to support H-20 traffic loading and match the existing switch boxes in terms of general design and operation. The switch boxes shall be manufactured with steel. The Contractor shall prepare and submit shop drawings, stamped by a California registered professional engineer, for approval by RT and the Engineer. RT and the Engineer shall have a minimum of 5 working days to approve the submittal. The shop drawings shall include the exact dimensions to allow the switch boxes to be mounted on the existing rail ties and the lid shall sit flush with the finished grade of the stamped concrete. The cover/lid shall be a lockable lid and shall include a non-skid textured surface.

The Contractor shall be responsible for inspecting the existing switch boxes and confirming the exact dimensions and elevations to allow the continued operation of the switch mechanism after the box is replaced.

This work shall occur during non-operating hours and shall be coordinated fully with RT. RT shall be present during the removal and installation of the new switch box. Each switch box shall be removed and replaced during one non-operation period.

Payment shall be at the contract unit price per each for Replace RT Crossover Switch Box and shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all work involved in replacing the existing switch boxes as shown on the Plans, as specified in these Special Provisions and locations as directed by the Engineer.

ITEM NO. 12 - POTHOLING BY DRILLING

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

As a first order of work the Contractor shall pothole the proposed location of the signal poles and notify the Engineer if any conflicts exist.

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

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

A total of ten (10) non-consecutive working days shall be planned for in the Contractor's schedule for potholing work as specified in this item. The Contractor shall schedule the work such that potholing does not affect any critical path activities. No contract working day extensions shall be granted to the Contractor for potholing work.

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

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

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

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

ITEM NO. 13 - ROADWAY EXCAVATION

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

Excavation shall include sawcutting and the removal of the existing curb and sidewalk as shown on the plan.

This item shall include the removal of the existing asphalt concrete (AC) lying within the project limit, and existing aggregate base (AB), and soil and other such material as necessary, to allow construction of improvements to the lines and grades shown on the Plans.

All existing asphalt concrete pavement to be removed shall be sawcut to a minimum depth of 3" at the limits of removal, as shown on the Plans and in accordance with Section 13 of the Standard Specifications.

This item shall also include the removal of the existing brick paver as shown on the plans.
Brick pavers removed by the Contractor shall be re-used in other locations as shown on the plans and as directed by the Engineer. Pavers not used by the Contractor shall be salvaged and delivered

to the City's Corporation Yard (southern location). The Contractor shall remove the pavers using hand operations or other nondestructive methods approved by the Engineer in order to prevent any damage to the pavers to be either reused or delivered to the City's Corporation Yard (southern location).

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

For the area between Sta 14+43.23 and Sta 18+02.60, the existing railroad tracks, flangeways, rubber boots, light rail ties, and ballast shall be protected from damage or loose impediments at all times during roadway excvation. The Contractor shall insure that no loose impediments or deleterious materials enter these areas, and the tracks shall be thoroughly inspected prior to the re-commencement of light rail operations.

Measurement for payment of excavation shall be per cubic yard of material removed.

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

ITEM NO. 14 - UNSUITABLE MATERIAL TO REMOVE AND REPLACE

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

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

Contractor shall excavate unsuitable material and the resulting space shall be filled with Aggregate Base, Class 2 at such places and limits directed by the Engineer and shall conform to Section 10 of the Standard Specifications.

Measurement for payment for excavation of unsuitable material and placement of Aggregate Base, Class 2 shall be based upon the weight of Aggregate Base, Class 2 material placed.

Payment shall be at the unit price bid per ton and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with removal of unsuitable material and placement of Aggregate Base, Class 2 as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 15 - PAVEMENT PLANING (COLD PLANING)

1. Pavement planing shall be done in an approved manner by cold planing. Rubber-tired grinding machines will only be allowed with the Engineer's permission and with the understanding that any damage done by the grinding machine to the existing pavement and sidewalk shall be repaired by the Contractor at the Contractor's expense.

2. The depth of planing shall be as specified on the plans to allow the proper installation of the detectable warning tiles.

3. The street and sidewalk shall be swept with a mechanical type pickup machine throughout the course of grinding operations and shall be left thoroughly clean and clear of all grindings at the end of each working day. Extreme care shall be exercised to avoid spillage of grindings into drain inlets and rail tracks. Any such spillage shall be promptly removed.

4. The grindings shall become the property of the Contractor and disposed of off-site.

Payment shall be at the contract unit price per square yard and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in pavement planing as specified in these Special Provisions and limits as directed by the Engineer.

ITEM NO. 16 - CLASS 2 AGGREGATE BASE

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

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

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

ITEM NO. 17 - HOT MIX ASPHALT (TYPE A, 3/4" MAX)

Hot Mix Asphalt (asphalt concrete) shall be Type A, 3/4" maximum aggregate and shall be placed as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 22 of the Standard Specifications.

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

ITEM NO. 18 - PCC (TREE WELL CURB) AND RAILING

Portland Cement Concrete curb and railing shall be constructed around existing tree wells according to the details shown on the Plans or as directed by the Engineer, and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

Railing shall be Schedule 40 steel pipe. Posts shall be steel flat bar. Shop drawings for railing shall be submitted to the Engineer for approval. Steel railing shall be powder coated (10-12 mils) gloss black. All steel surfaces to receive powder coating shall be cleaned and treated in conformance with industry standards acceptable to the Engineer. Railings shall have anti-skateboard devices installed at each post location.

Existing trees and tree roots shall be protected during construction. Existing irrigation shall remain in place and maintained during construction. The existing valves and bubblers shall be raised as required after placement of the mulch. All costs associated with maintaining and modifying the irrigation system shall be included in the unit bid price for this item of work and no additional payment shall be made therefor.

Medium walk-on bark mulch shall be installed to a depth of three inches (3") in all tree well planters. The Contractor shall submit a sample of mulch to the Engineer for approval prior to installation. The mulch is a shredded wood product that may be a combination of bark and wood products. Mulch must be a virgin forest product consisting of shredded bark and medium size wood products from same tree. Mulch is to be screened to 3" to 5" in length, ½" to ¾" in width, and 1/8" to ½" in thickness. Mulch products shall be locally available, harvested from Northern California and shall from a renewable source. Payment for mulch in tree well planters shall be included in the unit bid price for this item of work and no additional payment shall be made therefor.

Payment for PCC (Tree Well Curb) and Railing shall be at the contract unit price per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing concrete (tree well curb) and railing including placing posts and railing into curb, as shown on the Plans, as specified in these Special Provisions and limits as directed by the Engineer.

ITEM NO. 19 - PCC (STAMPED CONCRETE) AND

ITEM NO. 20 - PCC (STAMPED CONCRETE - CROSSOVER)

Portland Cement Concrete (Stamped Concrete) and Portland Cement Concrete (Stamped Concrete - Crossover) shall be constructed to the limits shown on the plans.

Portland Cement Concrete pavement shall comply with the requirements in Section 10 and Section 19 of the Standard Specifications and these special provisions.

Materials:

Concrete:
Integrally colored concrete shall contain proper amounts proportioned per sack of cement for each concrete mix of Chromix Admixture for color-conditioned concrete. The concrete shall

contain enough sacks of cement per cubic yard to comply with the strength of concrete mix specified or shown on plans, no reactive aggregate, and no calcium chloride. The slump shall not exceed 4 inches. Concrete shall be high strength rapid setting.

Work must be done within a 2-day weekend light rail shut down. Contractor must submit the request with a firm date, at least 3 weeks before the desired date, to allow RT to schedule a bus bridge. Engineer will approve the date at Engineer's discretion based on transit service requirements and available staff.

Coloring, Imprints, Curing and Sealing Materials:

Integral Color Admixture:

- The color-conditioning admixture shall be a single component, pigmented, water-reducing concrete admixture, factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments to be dosed separately into the mix. It shall comply with ASTM C494 for dispersion agent.
- Pigments: Non-fading, non-staining pure mineral oxides conforming to ASTM C979; as required to provide color matching approved special concrete samples.
- Product Manufacturers:
  - Chromix by L. M. Scofield Co., Los Angeles, CA 90040, phone at local representative (415) 255-2728
  - Approved equal
- Color and Finish Schedule: Colored concrete shall be as shown on the plans and as approved by the Engineer.
- The concrete shall match the pattern and color of the adjacent paving blocks or adjacent stamped concrete. Samples shall be submitted to the Engineer for approval.
- Factory premixed required; job-site mixing of materials is not acceptable.

Clear sealer or curing compound on all colored surfaces:

- Manufacturers:
  - L. M. Scofield Co./Lithochrome Chemstain & Cementone Clear Sealer
  - Davis Colors/W1000 clear curing compound.
  - Approved equal
- For locations see plans

All Stamped Concrete paving shall be reinforced with 10 gauge welded wire fabric, 6" X 6" grid openings. Set fabric in center of concrete section.

All stamped concrete shall be sealed in accordance with the manufacturer's recommendations.

Elastomeric Grout:

Elastomeric grout shall be used in embedded track and embedded special trackwork to electrically isolate track components that are not suitable for use with rail boot.

1. Elastomeric grout shall be used around rail switch body, turnout frogs, track crossing components, insulated joints, flared ends of restraining rail, and other special trackwork components where rail boot cannot be used as shown on the Contract Drawings.

2. Elastomeric grout shall be a two-component polyurethane material or approved equal consisting of a resin and a suitable hardener, mixed on site per manufacturer's instructions. Elastomeric grout shall be subject to the approval of the Engineer.
3. Provide certification that the cured elastomeric grout possesses hard, elastic, vibration and sound absorbing properties and provides the level of track-to-earth electrical resistance, all as specified herein.
4. Elastomeric grout shall have been used successfully in similar applications on at least three other railroad or transit properties for a minimum of the last five (5) years.
5. The Contractor shall submit certification from the manufacturer that the installed product will withstand AASHTO HS20 loadings in an urban environment for a minimum of five (5) years with no failure.
6. Test Requirements

    a. The Contractor shall submit certification from a testing laboratory that the material to be installed in track will pass the tests listed below. The testing lab and their testing program and procedures shall be subject to the approval by the Engineer.
    b. Test reports indicating acceptable material shall be received by the Engineer prior to shipment of material to the job site.

7. Adhesion Test

    a. Test Method: Per ASTM D 429, (Method C) performed on bare carbon steel cleaned to condition C St 2 as depicted in SSPC-Vis-1-67T.
    b. Acceptance Criterion: 300 psi minimum; any cohesive or adhesive failure below 300 psi constitutes a test failure.

8. Volume Resistivity Test

    a. Test Method: Per ASTM D 257, at 50% relative humidity and 75° F shall be measured for a dry specimen and then the same specimen after seven (7) days immersion in a 3% NaCl solution. The specimen from the latter test should only be wiped dry prior to testing and no more than one (1) hour shall lapse from removal from immersion to performing the test.
    b. Acceptance Criterion: 1012 ohm-cm minimum after seven (7) days immersion.

9. Chemical Resistance Test

    a. Test Method: Per ASTM D 471 at 75° F for seven (7) days. Report percent change in sample weight and volume.
    b. Acceptance Criterion:

Solutions	Maximum % Weight	Change Volume
Water	1	1
10% NaCl	1	1
10% $CaCl_2$	1	1
5% H_2SO_4	2	2

5% NaOH	2	2
ASTM Oil No. 1	3	3
ASTM Oil No. 3	3	3
ASTM Fuel A	4	4

10. Hardness Test - Type 1

    a. Test Method: Per ASTM D 2240, report for cured specimens and specimens aged twenty-four (24) hours at 75° F.
    b. Acceptance Criterion: Shore hardness A: 80 to 85.

11. Hardness Test - Type 2

    a. Test Method: Per ASTM D 2240, report for cured specimens and specimens aged twenty-four (24) hours at 75° F.
    b. Acceptance Criterion: Shore hardness A: 65 to 75.

12. Compression Modulus Test

    a. Test Method: Per ASTM D 575, report deflection at 250 psi loading.
    b. Acceptance Criterion: Deflection at 250 psi shall be a minimum of 1% and maximum of 12% of the sample thickness.

13. Compression Set

    a. Test Method: Per ASTM D 395 (Method B) for twenty-two (22) hours at 158° F performed three times on same specimen. Report initial and incremental sets.
    b. Acceptance Criterion: Incremental set from third test shall be a maximum of 1%.

14. Dynamic Deflection Test

    a. Test Method: Per ASTM D 5992 at two cycles per minute for sixteen (16) hours or to failure. Compression shall be 25%. Report failure, type of failure and any compression set.
    b. Acceptance Criterion: No failure.

15. Dielectric Strength Test

    a. Test Method: Per ASTM D 149
    b. Acceptance Criterion: 400 volts.mil minimum

16. An acceptable elastomeric grout product shall be Icoset KC330/U polyurethane grout made by Sika Corporation or an approved equal with five-year history of proven experience.

Application Instructions: The Contractor shall submit the manufacturer's current published application instructions and the Contractor's detailed written procedures for the Engineer's

review and acceptance 90 Days prior to commencing trackwork. Both documents shall address all of the following items:

1. Identification of all Material to be used by product number and description.
2. Shipping, storing, and handling.
3. Equipment identification, operation, and maintenance.
4. Surface preparation to attain bond.
5. Mixing, applying, and curing.
6. Weather conditions.
7. Public safety.
8. Touch-up and repair.
9. Quality Assurance implementation.
10. Conflicts between the manufacturer's instruction, applicator's procedure, and the Contract requirements shall be brought to the attention of the Engineer for resolution.

Shipping, Handling and Storage of Materials: Elastomeric grout shall be delivered to the place of application in the manufacturer's unopened, original containers bearing a legible product designation, batch number and date of manufacture. All Material shall be stored in accordance with the manufacturer's latest published instructions, and shall be protected as required by the manufacturer from damage, moisture, direct sunlight, and temperatures below or above those recommended by the manufacturer.

Containers of elastomeric grout shall not be opened except for immediate use. Materials in damaged containers shall not be used if any of the contents were lost or exposed. Material with a shelf life shall be used within six months of their manufacture and in no case after the manufacturer's recommended shelf life. All damaged or outdated materials shall be immediately removed from the site.

Installation:
Formwork shall be installed in accordance with the City of Sacramento Standard Specifications and in accordance with the requirements of RT where such work is adjacent to their facilities.

A. Contractor must deposit and vibrate special finished concrete to ensure proper consolidation, elimination of unintentional cold joints, and to minimize entrapped air on exposed surfaces.

B. Contractor must cure special concrete finishes surfaces under near identical conditions to minimize appearance blemishes.

C. Contractor must conduct special inspections with RT's Representative and make repairs or replace unsatisfactory work as directed.

D. Formwork shall be installed in accordance with the City of Sacramento Standard Specifications and in accordance with the requirements of RT where such work is adjacent to their facilities.

Application:

A. Integral Color Pigments: Contractor must control concrete mix to provide good batch to batch conformity in conformance with the manufacturer's recommendations (i.e., L. M. Scofield Technical Bulletin A 304.11) for preparing each load of the ready-mix truck. A portion of each truck load shall be loaded then unopened one Tossin bag of pigment shall be added, one bag per cubic yard of concrete mix. The remaining concrete mix ingredients to then be added and the load mixed at the specified revolutions, before discharging. Admixture shall not be added to an empty drum nor at the tail end of the load.

B. Curing Compound: Contractor must apply same day as colored concrete is poured per manufacturer's instructions. Contractor must use airless sprayer and sweep evenly in one direction across concrete and then again in the perpendicular direction, using smooth, even motions to avoid variations in the quality of curing compound deposited on the concrete.

C. Sealer: Contractor must cure concrete for a minimum of 14 days, then provide a minimum of two separate applications of sealer. Contractor must apply full strength (undiluted) in accordance with the manufacturer's recommendations (i.e., L. M. Scofield Technical Bulletin A 414.04)

D. Concrete Stamp Pattern: Contractor must apply stamp patterns to the plastic concrete slab surface by trained applicators in accordance with the manufacturer's recommendations.

All sawcutting, concrete and grout removal, and removal and salvaging of brick pavers shall be considered as included in the contract lump sum price paid for Roadway Excavation and no separate payment shall be made therefor. Following removal of the pavers the existing subgrade the Contractor shall notify the Engineer and the subgrade shall be inspected by the City and RT inspectors prior to placement of concrete. For the pavement reconstruction area between Sta 14+43.23 and Sta 18+02.60, geofabric (4-ounce non-woven geotex fabric or approved equal) shall be placed on the existing subgrade and over the light rail ties and ballast prior to placement of concrete pavement. The existing railroad tracks, flangeways and rubber boots shall be protected from damage or loose impediments at all times. The Contractor shall insure that no loose impediments or deleterious materials enter these areas, and the tracks shall be thoroughly inspected prior to the re-commencement of light rail operations.

Release Agent shall be applied evenly to the troweled surface prior to imprinting.

While still in its plastic stage of set, the Stamped Concrete imprinting tools shall be applied to the surface.

Payment for PCC Stamped Concrete shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in constructing stamped concrete paving as shown on the plans between Sta 14+43.23 and Sta 18+02.60 (excluding the area Sta 15+50.00 to Sta 16+85.00), as specified in these Special Provisions and as directed by the Engineer.

Payment for PCC Stamped Concrete (Crossover) shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in constructing stamped concrete paving within the

crossover limits (Sta 15+50.00 to Sta 16+85.00) including all elastomeric grout as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 21 - CONSTRUCT BRICK PAVERS

Brick pavers shall be installed at the locations shown on the Plans or as directed by the Engineer.

Paving blocks removed by the Contractor elsewhere on the project site shall be re-used in locations where pavers are to be installed as shown on the plans and as directed by the Engineer.

This work shall include sawcutting of brick pavers and excavation as needed to install brick paving at the locations shown on the plans.

Bedding sand should conform to the grading requirements of ASTM C33 or CSA A23.1. The sand should be screeded to a consistent, even thickness between 1" and 1½". Once the pavers are placed in their specified pattern(s), they are to be compacted into the bedding sand with a plate compactor. After the pavers are compacted, sand is swept and vibrated into the joints until they are full. Joint sand should conform to the grading requirements of ASTM C144 or CSA-A179.

Payment for Construct Brick Pavers shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in constructing brick pavers including excavation, sawcutting, sand and bedding preparation as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 22 - 6" PCC SIDEWALK

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

Class 2 aggregate base to be placed under the sidewalk shall conform to Sections 10 and 17 of the Standard Specifications and these Special Provisions. Class 2 aggregate base shall be measured and paid for as Class 2 aggregate base.

Where sidewalk is to receive detectable warning tile the sidewalk shall be placed 0.16" below the adjacent finished grade elevation.

Where the sidewalk is to be the final surface the type of finish shall match that of the adjacent concrete. All costs associated with applying the required finish shall be considered as included in the unit bid price for this item of work and no separate payment shall be made therefor.

The sidewalk shall match existing color by adding one pound of lamp black per cubic yard of concrete.

The curb ramps, sidewalk and transitions to driveways shall be paid under this item.

Payment shall be at the unit price bid per square foot of 6" PCC sidewalk constructed and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with this item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 23 - 12" WIDE PCC BAND (BROOMED FINISH)

12-inch wide Portland Cement Concrete band shall be constructed where shown on the plans. The depth of the concrete band shall be 12 inches and as directed by the Engineer. The concrete band shall receive a broomed finish.

This item shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

Place #3 rebar continuous in the center of all 12" wide concrete bands. Install ½" wide felt expansion joint at 13 feet on center for 12" wide concrete band.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in constructing 12" wide PCC Band (Broomed Finish) as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 24 - DETECTABLE WARNING TILE

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

Detectable Warning Tiles shall be Armor Tile, ADA Solutions or approved equal, as manufactured by Engineered Plastics Inc.: Product (#1) #ADA-C3648S-YW, Cast in Place, Sound Amplifying, Color Federal Yellow, Product (#2) #ADA-S-3648-YW, Surface Applied, Sound Amplifying, Color Federal Yellow or ADA Solutions Product (#1) # 3648IDPAV1Y, Cast in Place, Sound Amplifying, Color Federal Yellow, Product (#2) # 3648IDRET1Y, Surface Applied, Sound Amplifying, Color Federal Yellow. Detectable Warning Tiles shall have a five (5) year written warranty.

On an existing compliant concrete surface, detectable warning tile shall be installed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-78 and T-79) of the Standard Specifications.

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

Detectable warning tile at passenger drop off areas shall be staggered dome pattern. Detectable warning tile at intersections shall be in-line dome pattern.

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

ITEM NO. 25 - INSTALL BOLLARD

Bollards shall be installed at the locations shown on the plans and in accordance with the provisions in Section 82, "Markers and Delineators," of the State Standard Specifications and these special provisions.

Bollards shall be Huntco Type SB6 or approved equal. Bollards shall be powder coated black (8-10 mils). Bollards shall be installed per manufacturer's recommendations.

Unless otherwise directed by the Engineer all bollards shall be surface mounted. No additional payment shall be made for in-ground versus surface mounted bollards.

Payment shall be at the unit price bid per each for install bollard and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing bollards complete in place, including concrete footing, bolts, fasteners, painting, and thermoplastic tape, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 26 - INSTALL REMOVABLE BOLLARD

Removable bollards shall be installed at the locations shown on the plans and in accordance with the provisions in Section 82, "Markers and Delineators," of the State Standard Specifications and these special provisions.

Removable bollards shall be Reliance Foundry Type R7576 or approved equal. Bollards shall be powder coated black (8-10 mils). Bollards shall be installed per manufacturer's recommendations.

Unless otherwise directed by the Engineer all removable bollards shall be installed using manufacturer's recommendations for "Existing Concrete Removable Option".

Payment shall be at the unit price bid per each for install removable bollard and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing removable bollards complete in place, including concrete footing, bolts, fasteners, painting, and thermoplastic tape, padlock and three keys, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 27 - INSTALL BENCH

Benches shall be installed at the locations shown on the plans and in accordance with manufacturer's recommendations and these special provisions.

Benches shall be Landscape Forms, Scarborough (black) 96-inch long with horizontal straps and center armrest (surface mounted) or approved equal.

Payment shall be at the unit price bid per each for install bench and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing benches complete in place, including bolts, fasteners, painting, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 28 - INSTALL BICYCLE RACK (RING TYPE)

Bicycle racks shall be installed at the locations shown on the plans and in accordance with manufacturer's recommendations and these special provisions.

Bicycle racks shall be Landscape Forms, (Ring Type) stainless steel or approved equal.

Payment shall be at the unit price bid per each for install bicycle rack (ring type) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing bicycle rack (ring type) complete in place, including concrete footing, grout, bolts, fasteners, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ITEM NO. 29 - SIGNING AND STRIPING

The work to be performed includes, in general, furnishing and installing all necessary equipment and materials to provide signing and striping as shown on the plans and called for in the Special Provisions. All signs, including street name signs, shall be mounted, as specified on the Electrical and Signing and Striping, plans. All mounting costs on posts or traffic signal standards or other devices as specified on the plans shall be incorporated into this line item. See Section IV of this Special Provisions for specifications on materials. This item also includes the relocation of signs as shown on the plans, including all removal and mounting of signs onto new posts or existing posts. Also included in this line item is the removal of existing striping, markings, signs, posts, and foundations.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved with this line item of work, including signs, striping, and pavement markings as shown and as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 30 - TRAFFIC SIGNAL MODIFICATION (8TH ST/K ST)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal modifications as indicated on the Plan sheets and these Specifications.

The Contractors attention is directed to signal pole foundation details on plan sheets S1 and S-2 for work within or adjacent to the hollow sidewalks at this location. The Contractor shall exercise care to protect the integrity of the existing hollow sidewalks.

Included in the work shall be furnishing and installing traffic signal controller, communications devices conduits, conductors, pull-boxes, luminaires, traffic signal displays, pedestrian signals, pedestrian pushbuttons, PTR and PTW signs, mounting brackets, foundations for signal standards, metered service pedestal and all appurtenances shown on the Plans and called for in these Provisions to insure a complete installation.

Also included in the work shall be the installation of City furnished equipment: traffic signal standards and mast arms as specified in the Plans and these Provisions. Contractor shall be responsible for all necessary hardware to stand and install all City furnished equipment.

Also included in the work shall be the removal and disposal of existing traffic signal standards, traffic signal and pedestrian displays, aluminum signs, wiring and other incidentals. Repairs to roadway and sidewalk areas disturbed as part of the removal and installation of traffic signal devices shall be considered incidental and is included within the bid item.

ITEM NO. 31 - TRAFFIC SIGNAL MODIFICATION (9TH ST/K ST)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal modifications as indicated on the Plan sheets and these Specifications.

Included in the work shall be furnishing and installing complete traffic signal controller cabinet assembly with traffic signal controller and software, service pedestal, conduits, conductors, pull-boxes, luminaires, traffic signal displays, LRT displays, pedestrian signals, APS pushbuttons, video detection system, PTR and PTW signs, mounting brackets, foundations for signal standards, and all appurtenances shown on the Plans and called for in these Provisions to insure a complete installation.

Also included in the work shall be the installation of City furnished equipment: traffic signal standards and mast arms as specified in the Plans and these Provisions. Contractor shall be responsible for all necessary hardware to stand and install all City furnished equipment.

Also included in the work shall be the removal and disposal of existing traffic signal standards, traffic signal and pedestrian displays, aluminum signs, wiring and other incidentals. Repairs to roadway and sidewalk areas disturbed as part of the removal and installation of traffic signal devices shall be considered incidental and is included within the bid item.

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

ITEM NO. 32 - TRAFFIC SIGNAL MODIFICATION (10TH ST/K ST)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal modifications as indicated on the Plan sheets and these Specifications.

The Contractors attention is directed to signal pole foundation details on plan sheets S1 and S-3 for work within or adjacent to the hollow sidewalks at this location. The Contractor shall exercise care to protect the integrity of the existing hollow sidewalks.

Included in the work shall be furnishing and installing complete traffic signal controller cabinet assembly with traffic signal controller and software, service pedestal, conduits, conductors, pull-boxes, luminaires, traffic signal displays, LRT displays, pedestrian signals, pedestrian pushbuttons, video detection system, PTR and PTW signs, mounting brackets, foundations for signal standards, and all appurtenances shown on the Plans and called for in these Provisions to insure a complete installation.

Also included in the work shall be the installation of City furnished equipment: traffic signal standards and mastarms as specified in the Plans and these Provisions. Contractor shall be responsible for all necessary hardware to stand and install all City furnished equipment.

Also included in the work shall be the removal and disposal of existing traffic signal standards, traffic signal and pedestrian displays, aluminum signs, wiring and other incidentals. Repairs to roadway and sidewalk areas disturbed as part of the removal and installation of traffic signal devices shall be considered incidental and is included within the bid item.

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

ITEM NO. 33 - TRAFFIC SIGNAL INSTALLATION (11TH ST/K ST)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal installation as indicated on the Plan sheets and these Specifications.

Included in the work shall be furnishing and installing complete traffic signal controller cabinet assembly with traffic signal controller and software, service pedestal, conduits, conductors, pull-boxes, luminaires, traffic signal displays, LRT displays, pedestrian signals, APS pushbuttons, mounting brackets, foundations for signal standards and ground mounted cabinets, metered service pedestal, traffic signal standards and all appurtenances shown on the Plans and called for in these Provisions to insure a complete installation.

Also included in the work shall be the installation of City furnished equipment: traffic signal standards as specified in the Plans and these Provisions. Contractor shall be responsible for all necessary hardware to stand and install all City furnished equipment.

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

ITEM NO. 34 - TRAFFIC SIGNAL MODIFICATION (12TH ST/K ST)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal modifications as indicated on the Plan sheets and these Specifications.

Included in the work shall be furnishing and installing complete traffic signal controller cabinet assembly with traffic signal controller and software, service pedestal, conduits, conductors, traffic signal standards, pull-boxes, luminaires, traffic signal displays, pedestrian signals, pedestrian pushbuttons, PTR and PTW signs, mounting brackets, foundations for signal standards, and all appurtenances shown on the Plans and called for in these Provisions to insure a complete installation.

Also included in the work shall be the installation of City furnished equipment: traffic signal standards and mast arms as specified in the Plans and these Provisions. Contractor shall be responsible for all necessary hardware to stand and install all City furnished equipment.

Also included in the work shall be the removal and disposal of existing traffic signal standards, traffic signal and pedestrian displays, aluminum signs, wiring and other incidentals. Repairs to roadway and sidewalk areas disturbed as part of the removal and installation of traffic signal devices shall be considered incidental and is included within the bid item.

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

ITEM NO. 35 - LIGHT RAIL VEHICLE (LRV) WHEEL SENSOR SYSTEM (9TH ST/K ST)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the installation of Light Rail Vehicle (LRV) wheel sensor systems as indicated on the Plan sheets and these Specifications.

Included in the work shall be furnishing and installing cabinets, conduits, conductors, pull-boxes, wheel sensors, directional detection units, programmable logic controllers, power supplies, mounting brackets and all appurtenances shown on the Plans and called for in these Provisions to insure a complete installation.

Also included in the work shall be programming, configuring and tuning of the sensor system in cooperation with RT and the system manufacturer.

Included in the work shall be coordinating all work on the trackway with RT and the City of Sacramento to avoid delay to LRT along K Street during the project. work conducted and all

appurtenances shown on the Plans and called for in these Provisions to insure a complete installation.

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

ITEM NO. 36 - LIGHT RAIL VEHICLE (LRV) WHEEL SENSOR SYSTEM (10TH ST/K ST)

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the installation of Light Rail Vehicle (LRV) wheel sensor systems as indicated on the Plan sheets and these Specifications.

Included in the work shall be furnishing and installing cabinets, conduits, conductors, pull-boxes, wheel sensors, directional detection units, programmable logic controllers, power supplies, mounting brackets and all appurtenances shown on the Plans and called for in these Provisions to insure a complete installation.

Also included in the work shall be programming, configuring and tuning of the sensor system in cooperation with RT and the system manufacturer.

Also included in the work shall be coordinating all work on the trackway with RT and the City of Sacramento to avoid delay to LRT along K Street during the project. work conducted and all appurtenances shown on the Plans and called for in these Provisions to insure a complete installation.

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

ITEM NO. 37 - FIBER OPTIC CABLE INSTALLATION AND TESTING

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the fiber optic cable installation and testing as indicated on the Plan sheets and these special provisions.

Included in the work shall be furnishing and installing fiber optic cable between traffic signal controller cabinets through new and existing conduit and new and existing pull boxes as shown on the Plans and called for in these Provisions to insure a complete installation.

Also included in the work shall be fiber optic cable terminating, splicing, testing, production and delivery of fiber optic test results to the agency as called for in these Provisions

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

ITEM NO. 38 - MODIFY EXISTING IRRIGATION SYSTEM

The work to be performed includes utilizing the existing automatic irrigation system to provide a fully functioning automatic system installed in place without further cost to the Owner.

This item shall consist of relocation of the existing two irrigation controllers, furnishing and installing control wires, valves, piping, sprinkler heads, other appurtenances to add to the existing automatic system in place, including electrical costs, layout of piping, saw-cutting and removing existing concrete paving, removal and stockpiling of concrete pavers, removal of base, soil and other backfill material, disposal of unsuitable material, testing irrigation system, pipe bedding, backfilling, and trenching, repaving surfaces, and installation of existing concrete pavers, as shown on the Plans, in conformance with the applicable paragraphs of Sections 10, 27, 34, and 36 (and related electrical sections) of the Standard Specifications and these Special Provisions.

AUTOMATIC CONTROLLER RELOCATION

There are two existing Automatic Controllers on-site. The new locations shall be as noted on the engineering layout plans. The installation shall be as previously installed. Salvage the existing Controllers and enclosures and install on concrete pedestals as previously installed. Install pull boxes at the existing controller locations and extend wires to the new controller locations as shown on plans. Provide long sweep ells into and through concrete pedestal to new controller location for electrical and control wires.

MATERIALS LIST AND DRAWINGS

A list of materials which the Contractor proposes to install for the electrical systems together with the drawings and other data shall be submitted to the Engineer in conformance with the provisions in Section 34 of the City Standard Specifications, (Section 86-1.04, "Equipment List and Drawings," of the State Standard Specifications).

The working drawings shall include a wiring diagram for the automatic controller showing service and details.

Before the completion of the contract, one set of the approved wiring diagram for each automatic controller shall be covered separately on each side with clear, self-adhesive plastic and placed in a heavy-duty plastic envelope. The envelope shall be attached securely to the inside of the automatic controller enclosure exterior door or at a convenient location designated by the Engineer.

The Contractor shall be responsible for the compatibility and adjustment of components as necessary for the successful operation of the completed installation.

CONDUIT

Type 3 conduit shall not be used.

After conductors have been installed, the ends of conduits terminating in pull boxes and electrical equipment enclosures shall be sealed with a sealing compound.

PULL BOXES

Covers of pull boxes installed between the automatic controller and the existing location for service runs used exclusively for automatic controller circuits shall be inscribed. Do not install in same box as low voltage control wires.

"ELECTRICAL SERVICE – IRRIGATION CONTROLLER."
Grout shall not be placed in bottom of pull boxes.

CONDUCTORS AND WIRES
Control wiring in the electrical equipment enclosure shall be 7-strand No. 14 with Type TW insulation, except for hinge wiring which shall be 19-strand No. 14 with THHN insulation.

Splices shall be avoided wherever possible and those required shall occur only in junction boxes, or pull boxes. Splices shall operate satisfactorily when continuously submersed under 0.6-m {2 feet} of water.

Conductor terminations and splices shall be marked with adhesive backed paper markers or cloth wrap-around markers. Clear heat-shrinkable sleeves shall be applied over the markers.

Non-spliced conductors in junction and pull boxes shall be marked with clip-on, "C" shaped, white extruded polyvinyl chloride sleeves. Marker sleeves shall have a black indented legend of uniform depth with a transparent overlay over the legend and a "chevron" cut for alignment of 2 or more sleeves.
Each conductor shall be marked with the same identification number at each termination, each junction box, and each pull box.

Automatic Controllers shall be as indicated on the Plans and shall be installed in conformance with the drawings and these specifications. Make a note of the existing programs and reprogram controllers as needed.

PAVING
Removal of existing concrete to accommodate new irrigation pipe shall be performed in accordance with Standard Specification 24-2. Repaving of concrete and removal of unused material shall comply with section 27-9 of the Standard Specifications. Final concrete finish and color shall match existing paving as close as possible. Pavers removed to accommodate new irrigation pipe shall be inventoried, stockpiled, and stored on site in a protected area. These pavers are to be reused to resurface the trenched area and re-installed per drawings and manufacturer's recommendations. Refer to Standard Specification 27-9 for replacement paving material if needed.

Verify any and all conflicting utilities. Layout all proposed water line trench locations and connections and gain Engineer's approval after reviewing as-builts with him. Make accommodations to avoid existing utilities and route under to recommend depths per the Engineer as per code and ordinances. Take any and all protective measures to ensure public safety throughout construction operations. Trenches shall not remain open while personnel are not present preventing access. Cover trench with one inch (1") steel plates overnight, along with

safety barricades to prevent vehicular and pedestrian traffic over and through this area. Until concrete and pavers are complete and in place, retain safety measures in place. Trench depth will be consistent with existing lateral line depth on-site.

Saw-cut existing concrete paving and remove concrete pavers, in anticipation of trenching operations. During construction operations, store and stockpile concrete pavers on-site in a secure location.

Remove existing concrete and all deleterious matter from trenching operations if it is unsuitable backfill material. Remove from site in a legal dump site. Include all cost for removal and dumping as part of this bid item.

Pipe depth shall have a minimum cover of eighteen inches (18") per City of Sacramento Standard Specifications, but cover may be as deep as thirty inches (30") due to conflicts with utilities. Verify the exact lateral line depth and notify Engineer if adjustments have to be made.

TESTING

Pipe of irrigation system shall comply with Standard Specification Section 36-21. Assemble, prime, and glue lateral line piping above grade. Cap ends and pressure test prior to placement below grade. After testing, gently install on sand setting bed at bottom of trench and make connections to lateral lines. Prior to backfill, fill laterals with water and check for leaks. Repair piping and fittings as a result of this static test.

PIPE BEDDING AND BACKFILLING

Pipe bedding and back filling shall comply with Standard Specification Section 27-8. Complete setting bed process then backfill and compact trenches. Compact trenches in lifts and at compaction rates per City Standards.

In concrete paving areas, after trenches have been thoroughly compacted, place six inch (6") concrete paving. Place any required expansion joints, deep tooled joints or half inch (½") tooled joints to be contiguous with the adjacent paving.

For the interlocking concrete paver areas, install piping and backfill as previously noted. Provide adequate depth to allow for paver and one inch (1") sand setting bed. Evenly place sand and wet and "dry-fit" pavers first to ensure even and consistent surface grades and drainage without abrupt changes in elevation. Once that has been approved by Engineer, apply sand over the entire area and sweep sand into joints to complete the repair operation and ensure a tight paver fit. The final appearance of surface shall appear as if undisturbed, prior to trenching operations. Surface shall be true to line and grade without abrupt changes in elevations. No ponding of water is acceptable.

ELECTRIC SERVICE (IRRIGATION)

Electric service (irrigation) shall be from the service points to the irrigation controllers and to the spaces provided in the irrigation controller enclosure cabinets for irrigation controllers, as shown on the plans.

The types of service for the irrigation controllers and irrigation controller enclosure cabinets shall conform to the following:

IRRIGATION CONTROLLERS
Electric service (irrigation) shall be a metered 120/240-volt, single-phase service with service disconnects in a NEMA Type 3R enclosure. Service disconnects and metering equipment may be in a common enclosure if approved by the servicing utility.

Service disconnects in service equipment enclosures shall be single-pole, 20 ampere circuit breaker.

Nameplate inscriptions shall be as follows:

ITEMS	INSCRIPTION
Metering Equipment Enclosure	IC A, B
Service Disconnect	IC A, B

The inscription on all other nameplates shall be the identifying letter designation used on the plans and in these special provisions, or shall be as directed by the Engineer.

Electric service (irrigation) will be paid on a lump sum basis.

IRRIGATION CONTROLLER ENCLOSURE CABINET
Irrigation controller enclosure cabinets are existing and shall be salvaged, reused for this project, and installed in accordance with these special provisions.

Pressure Main Line shall be polyvinyl chloride (PVC) plastic pipe, PVC Schedule 40. Install twenty-four inch (24") minimum cover. Trenching shall comply with City of Sacramento Standard Specification Section 39-19.

Lateral Line (pipe on discharge side of irrigation control valve) shall be polyvinyl chloride (PVC) plastic pipe, PVC-1120 Class 200. Install eighteen inch (18") minimum cover. Trenching shall comply with City of Sacramento Standard Specification Section 39-19.

Valve Boxes shall be installed in conformance with the City of Sacramento Standard Specifications.

Electrical shall conform to the City of Sacramento Standard Specifications.
Sprinkler Heads shall be as specified and placed on the drawings. See City of Sacramento Standard Detail L-50, Spray Head for Pop-Up, and City of Sacramento Standard Specifications.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved

in Modify Existing Irrigation System as shown on the Plans, as specified in these Special Provisions and the City of Sacramento Standard Specifications and as directed by the Engineer.

ITEM NO. 39 - SOIL PREPARATION AND FINISH GRADING

This item shall consist of soil preparation in planting areas and finish grading of subgrade for all landscape areas, as shown on the Plans, in conformance with Sections 10 and 35 of the Standard Specifications and these Special Provisions.

Soil Amendment shall be in conformance with Section 10-39, of the Standard Specifications.

Soil Conditioner shall be humus (bacteria included based fertilizer and soil conditioner with soil penetrant added) as manufactured by 'Gro-Power', Tri-C or approved equal and shall consist of the following percents by weight:

5%	Nitrogen
3%	Phosphoric Acid
1%	Potash
50%	Humus
15%	Humic Acids

Soil Preparation of all planting areas shall consist of pre-mixing soil amendments and soil conditioner with topsoil. The rate of mixture shall be 0.17 cubic yards of soil amendment and eight pounds of soil conditioner per cubic yard of topsoil.

Finish grade of soil after light compacting of amended topsoil, and shall be approximately six inches (6") below the top of planter (before mulch) and shall be reviewed and approved by the Engineer before proceeding with planting.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved in Soil Preparation and Finish Grading as shown on the Plans, as specified in these Special Provisions and the City of Sacramento Standard Specifications and as directed by the Engineer.

ITEM NO. 40 - LANDSCAPE PLANTING

This item shall consist of furnishing and installing shrub, grass and ground cover plant materials, and other appurtenances, including portable planters, as shown on the Plans, in conformance with Sections 10 and 35 of the Standard Specifications and these Special Provisions.

Plant material shall be as indicated on the Plans and as specified in Section 10-43 of the Standard Specifications.

Planting shall be as specified in Section 35-8 of the Standard Specifications.

Portable Planters shall be in new, perfect condition when delivered to the site. Contractor is responsible for protection through final acceptance of these planters unless specifically waived

by the Engineer. Planters shall be type and size noted on the plans. Contractor shall arrange with the manufacturer for drainage holes and other penetrations. Provide two extra planters of same size to Owner at the beginning of the Landscape Maintenance Period. For backfill, see imported topsoil section and detail on the drawings.

Weed Control shall consist of the use of a pre-emergent herbicide, selective and non-selective contact herbicide. After planting, all shrub and ground cover areas shall be thoroughly watered to "set" all plant materials and then a pre-emergent herbicide applied to all bare soil areas, prior to placement of mulch. Care shall be taken to not over apply herbicide particularly near small plant material. After the installation of mulch and throughout maintenance period, weed control shall include the use of selective herbicides in lawn areas and non-selective herbicides elsewhere. In shrub planters, hand pulling of weeds shall be used.

Medium walk-on bark mulch shall be installed to a depth of three inches (3") in all tree, shrub, and ground cover areas. The Contractor shall submit a sample of mulch to the Engineer for approval prior to installation. The mulch is a shredded wood product that may be a combination of bark and wood products. Mulch must be a virgin forest product consisting of shredded bark and medium size wood products from same tree. Mulch is to be screened to 3" to 5" in length, ½" to ¾" in width, and 1/8" to ½" in thickness.

Mulch products shall be locally available, harvested from Northern California and shall from a renewable source.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in installation of landscape planting, including portable planters, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 41 - LANDSCAPE MAINTENANCE

This item shall consist of Plant Establishment and Maintenance for the landscape planting areas installed in this Contract as shown on the Plans in conformance with Sections 35-15 through 35-20 of the Standard Specifications and as amended by these Special Provisions.

Start of Maintenance Period shall conform to Section 35-15 of the Standard Specifications.

Watering shall conform to Section 35-13 of the Standard Specifications and these Special Provisions.

Plant replacement shall conform to Section 35-14 of the Standard Specifications.

Landscape Maintenance period shall conform to Section 35 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be ninety (90) calendar days. The Landscape Maintenance period shall begin when landscape and irrigation system is complete and fully operational, as verified by the Owner's Representative in writing. Landscape Maintenance shall continue until final acceptance of the work.

Pre-Final Inspection shall conform to Section 35-17 of the Standard Specifications and be amended as follows: Seven (7) weeks after the Start of Maintenance Period, the engineer and the Landscape Architect shall conduct a pre-final inspection. At the pre-final inspection, or at any time thereafter, should the Engineer determine that the project meets the requirements of the final acceptance of the work he/she may issue final acceptance of the project to the Contractor.

Final Inspection shall conform to Section 35-138 of the Standard Specifications. At the time of final acceptance of the work, any square yard of the lawn, shrub, and ground cover planted areas shall be ninety percent (90%) weed free, as determined by the Engineer.

Payment shall be made by the month. Contractor shall submit a bid for the monthly cost for maintaining all landscape and irrigation. Bid shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved in landscape maintenance as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. Landscape Maintenance Period shall be for a minimum period of ninety (90) calendar days.

ITEM NO. 42 - IMPORTED TOPSOIL

This item shall consist of furnishing and installing imported topsoil as shown on the Plans, and these Special Provisions.

The Contractor shall supply and install imported topsoil for new planters. Remember to allow for shrinkage of topsoil and for mulch. Contractor shall be responsible for the care and protection of all material upon delivery to the project site. Imported topsoil shall be installed per these special provisions.

Prior to placement of imported topsoil, thoroughly blend with soil amendment and soil conditioner prior to backfill as noted in "Soil Preparation and Finish Grading" of these special provisions. Install landscape fabric along the full area of the bottom of planters. Install imported topsoil in 2 lifts. Soil shall contain adequate moisture to achieve compaction. Each lift shall be wet and gently compacted separately. Compact to approximately 85% relative compaction. Surface shall be smooth, uniform and true to line and grade; free of lumps, depressions and irregularities.

Imported Topsoil shall be loose, friable, fertile sandy loam character, containing an amount of organic matter normal to the region, capable of sustaining healthy plant life, and reasonably free from subsoil, roots, heavy or stiff clay, stones larger than 1" in greatest dimension, noxious weeds, sticks, brush, litter, and other deleterious matter.

Obtain topsoil from sources locally available.

Care shall be taken to avoid damage to any new or existing utilities. Encroachment on new or existing trenches previously backfilled and compacted, shall be reported immediately to the Resident Engineer.

Submit a representative sample (approximately one quart size) to the project representative for approval prior to ordering of product and amendment.

Payment shall be made at the unit price bid per cubic yard of imported topsoil installed in place and shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals and for doing work involved in installing imported topsoil, as specified in these Special Provisions and as directed by the Engineer.

APPENDIX I

EXHIBIT A – RT PROJECT GENERAL SPECIFICATIONS

Payment shall be made at the unit price bid per cubic yard of imported topsoil installed in place and shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals and for doing work involved in installing imported topsoil, as specified in these Special Provisions and as directed by the Engineer.

APPENDIX I

EXHIBIT A – RT PROJECT GENERAL SPECIFICATIONS

EXHIBIT A

RT PROJECT SPECIAL CONDITIONS

1. General

In general, the specifications herein apply to all PROJECT work related to, or affecting, RT FACILITIES (hereinafter "WORK"). All contractors performing WORK must comply with the Project Technical Specifications and Special Provisions, the City's Standard Specifications for Public Construction dated June 2007 ("Standard Specifications"), and all applicable specifications in this Exhibit A. In the event the City's Standard Specifications and the specifications herein conflict, the parties shall meet and confer regarding those specifications that shall apply to the WORK.

1.01 Definitions
RT FACILITY: Light rail tracks, switch equipment, signal systems, communications ductbanks, overhead contact system, traction power feeder conduits and cables, and stations, including all appurtenant furnishings and equipment.
PROJECT: Improvement Plans for K Street Between 8th & 12th Streets (a.k.a "Cars on K Project")

2. Service Disruption Bond

The PROJECT contractor shall provide to City, in a form approved by RT, a Service Disruption Bond in the amount of $50,000 prior to commencement of PROJECT construction covering costs incurred by RT from any disruption to RT's light rail service. The surety on the Service Disruption Bond must be authorized to do business in California and must be either a current Treasury Listed Surety (Federal Register); and either a current A.M Best AIV rated surety OR one having a current Standard and Poors (S&P) rating of A. The bond must be submitted with the following: The original, or a certified copy of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

3. Pre-Construction Meeting

A pre-construction meeting will be held at a time and place to be designated by notice from the City. At this meeting, detailed procedures will be discussed for handling the following items pertaining to the WORK:

- Authorized Representative
- Correspondence
- Notices
- Change requests and change notices
- Contract change orders
- Submittals
- Approvals
- Schedules
- Community relations

- Safety training
- Inspection plans
- Requests for information (RFI)
- Publicity Releases
- Other pertinent agenda items
- QA/QC

4. Safety Program Requirements

4.01 INTENTIONALLY OMITTED

4.02 RT'S ON TRACK SAFETY TRAINING

Employees of the contractors scheduled or expected to perform work on the PROJECT within ten feet (10') of RT tracks are required to have successfully completed RT's current Safety Rules and Procedures training program. Contractor(s) shall keep records of those individuals successfully completing the course. City shall require that all workers performing construction work complete RT's "On Track Safety Program" prior to commencement of the work and that all such workers exercise Program and other applicable safety precautions while performing work. The Program provides information on safety precautions needed while working on or near light rail tracks and the high voltage Overhead Contact System (OCS), the use of Track Warrants and High Voltage Red Tag procedures. City contractors are responsible for scheduling training sessions with RT's Safety Department. RT will retain training records and sign up sheets for a period of three years.

4.03 CONTRACTOR SAFETY PROGRAM

City shall require that construction contractors establish, implement and maintain an effective "Safety Program" to assure that local, state and federal safety, health, fire, security, and environmental requirements are met throughout all phases of the work. City shall require all contractors comply with Safety Program elements. In addition to the City requirements, the Contractor's Safety Program shall include, at a minimum:

- Policy statement on program elements.

- Designation of an on-site person responsible for implementation, monitoring, and compliance of the Safety Program elements.

- Disciplinary action procedure for infractions and non-compliance.

- Manager and supervisor accountability for program elements and how performance will be monitored, assessed and communicated to them.

- Initial employee safety training and orientation.

- Training and qualifications or certifications for work force required to perform specific job functions.

- Method of handling anonymous reports and statements of non-reprisal for reporting safety, security, environmental or harassment incidents.

City's contractor shall submit its Safety Program to City within 10 calendar days after City issues a Notice to Proceed. Contractor may not commence WORK in the vicinity of the RT light rail system until RT accepts Contractor's Safety Program by returning it with the notation "REVIEWED/NO EXCEPTIONS TAKEN." Once returned by RT with the notation "REVIEWED/NO EXCEPTIONS TAKEN," no further changes or alterations to the Contractor Safety Plan shall be made without approval by RT.

4.04 ON-SITE SAFETY REPRESENTATIVE

Contractor must assign a Safety Representative to the PROJECT who will have the authority to take action on all safety issues. The Safety Representative will not be given any other responsibilities that could conflict or compete with proper exercise of judgment on safety elements.

The Safety Representative must be fully qualified by both experience and education to perform the designated duties and the responsibilities of the position. The Safety Representative's qualifications will be a formal contract submittal reviewed by the Engineer and RT.

The Safety Representative must coordinate, train, monitor, audit, and report on safety program activities of the Contractor Safety Program. The safety representative will maintain a daily activity log indicating all major activities that were performed by the safety representative in conjunction with PROJECT implementation. The Safety Representative will submit a monthly status report to the Engineer on the performance of the Safety Program. The Safety Representative will review plans, submittals, RFIs, change orders, and critical WORK permits for conformity with the Contractor Safety Program.

4.05 FLAGGING

City's contractor shall comply with the following flagging requirements:

A. All flagging required by RT during approved Red Tags and Track Warrants must be provided by contractor at contractor's sole cost and expense.

B. RT will determine the number of flaggers required for each Red Tag and Track Warrant.

4.06 TESTING AND ACCEPTANCE FUNCTIONS

City's contractor must provide acceptance and testing documentation on all WORK to City and RT. The documentation must include a description of the test, reference the contract specifications applicable to the test, test conditions, acceptance criteria, personnel and equipment used for the test, and test results. Test reports are to be filed with the City within twenty-four (24) hours after such reports are received by the contractor. Signed field notes meeting the requirements set out above may be substituted for formal reports for a period of up to thirty (30) days from the date of test.

City's contractor shall investigate any test that fails to meet the acceptance criteria, identify and document the cause of the failure, and retest or submit a corrective action plan to the City for review and approval.

4.07 INSPECTION AND AUDITS

City shall require that contractor provide access to the WORK job site to RT and that it provide all documentation to RT necessary to audit and inspect the WORK as provided in Sections 5-19 and 5-20 of the Standard Specifications. RT will report WORK deficiencies to the City and contractor, using a deficiency correction report. Contractor shall prepare and submit a corrective action plan to City within twenty-four (24) hours of notification of the deficiency, for review and approval by RT.

RT safety personnel may issue contractor(s) a stop work order with respect to RT FACILITIES if RT believes a condition exists that is immediately dangerous to life or health. The WORK must not be resumed until RT is satisfied that the condition is corrected and releases the order. No schedule relief will be allowed for delays associated with a stop WORK order of this type. Cost associated with reinspection, rework, job site monitoring or special conditions for resuming WORK shall be back charged to the Contractor. Contractor must submit to City within a reasonable time any other document relating to health and safety reasonably requested in writing by RT or City.

RT has right to deny access to RT FACILITIES to any contractor, it's subcontractors, agents, or employees if such action is justified on the basis of safety, health, fire, security and environmental protection. No schedule relief will be allowed for delay this action may create.

Notwithstanding RT's rights set forth above, Contractor acknowledges that RT has no duty to ensure Contractor's or its Subcontractors' compliance with a safety requirement, per the Standard Specifications.

5. Security

City shall require the PROJECT contractor to provide all security at the WORK site necessary to protect the WORK, material and equipment and any additional security measures necessary to respond to a terrorist threat level condition issued by the federal Office of Homeland Security (OHS) or as appropriate to implement FTA recommended threat level protective measures in response to an OHS threat level condition. Additionally, RT may provide or cause a third party to provide additional security measures at the WORK site in response to a terrorist threat level condition issued by OHS or as appropriate to implement FTA recommended threat level protective measures in response to an OHS threat level condition. City and City's contractor shall fully cooperate with RT to facilitate the implementation of security measures at the WORK site.

6. Submittal of Plans and Specifications

City must submit PROJECT drawings, plans and specifications related to RT FACILITIES, and all changes thereto, for RT approval, which approval must be granted before WORK is allowed to commence on RT FACILITIES.

Working and Shop Drawings consist of drawings, diagrams, schedules, or other data prepared by Contractor, or any subcontractor of any tier, manufacturer, supplier or distributor, as are necessary to adequately control the Work or to illustrate or detail some portion of the WORK.

Working Drawings for any part of the permanent WORK shall include, but not be limited to: stress sheets, anchor bolt layouts, shop details, erection plans, equipment lists and any other information specifically required elsewhere in the Contract.

Working Drawings for (1) wheel detector installations, (2) track paving, (3) replacement of track appurtenances, and (4) casings or conduits for boring under tracks, shall be submitted when required by the Contract or ordered by RT through City.

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, or other information furnished by Contractor to illustrate materials, products, systems, or equipment for some portion of the WORK.

Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the WORK shall be judged.

Working Drawings and Shop Drawings, Product Data, Samples, and similar submittals shall not modify any Contract requirement, except as expressly allowed by this Contract. The purpose of their submittal is to demonstrate, for those portions of the WORK for which submittals are required, the way Contractor proposes to comply with Contract requirements.

Contractor must review, approve, and submit to City all Working and Shop Drawings, Product Data, Samples, or similar submittals required by this Contract, or that are necessary for its proper completion, in a sequence that causes no delay in the WORK, or in the work or operations of RT or any other RT contractor except as otherwise provided herein. City must provide copies to RT of all Working and Shop Drawings, Product Data, Samples, or similar submittals for the WORK required by this Contract.

By approving and submitting Working and Shop Drawings, alternative construction methods, Product Data, Samples, or similar submittals, Contractor represents that it has determined and verified all related materials, measurements, and construction criteria, and that it has checked and coordinated the information contained within its submittals with the requirements of the WORK and this Contract.

Contractor will not be relieved of responsibility for any deviation from the requirements of this Contract by City's (and RT's if applicable) approval of Shop and Working Drawings, Product Data, Samples, plans, programs, schedules, or similar submittals unless Contractor has specifically informed the City (and RT if applicable) at the time of

submittal in writing of the deviation and City (and RT if applicable) has given written approval of the specific deviation. Contractor will not be relieved of responsibility for errors or omissions in Working and Shop Drawings, Product Data, Samples, plans, programs, schedules or similar submittals by City's (and RT's if applicable) review of the submittal. Contractor will not deviate from working and shop drawings, product data, samples, or similar submittals as to which no exception has been taken without RT's and City's written approval.

Contractor may not commence any portion of the Work requiring submission of Shop or Working Drawings, Product Data, Samples, or similar submittals until the required submittal has been reviewed by City (and RT if applicable) and no exceptions taken.

Contractor must direct specific attention, in writing or on resubmitted Shop and Working Drawings, Product Data, Samples, or similar submittals, to revisions other than those required by City (and RT if applicable) on previous submittals.

Specific requirements for the submittal of shop and Working Drawings, Product Data and Samples are contained in this Section and other sections of these contract documents.

6.01 BORING

Casings or bores must be a minimum of 12" from any RT facility unless otherwise approved by RT.

7 Contractor Quality Control Program (CQCP) General Requirements

7.01 GENERAL REQUIREMENTS

7.01A CONTRACTOR REQUIREMENTS

Contractor must provide Quality Control (QC) for all items of WORK performed within this Contract, including all Subcontractors and Suppliers both on-site and off-site. All costs concerning the CQCP are deemed to be incidental to the WORK.

Contractor must place emphasis on specifying appropriate verification activities by inspections and tests, verification of contract requirements, and Contractor must produce documented QC records for validation that the Contract requirements are met.

For purposes of this contract, QC is to be performed by the Contractor and is understood as the techniques, activities and inspections that sustain process and product control and measure the performance characteristics of a material, component, fabrication, installation, or system against specific contract acceptance criteria during WORK in-progress. QC will refer to the act of taking measurements, testing, and inspecting a process or product to ensure that it meets contract requirements. QC includes the process of documenting all of these actions.

For purposes of this contract, Quality Assurance (QA) is understood as the review, monitoring, observation, audit, and inspection or testing of WORK for assurance or verification purposes which will be performed by the City or its representative.

Contractor will assure that the WORK is performed in accordance with the applicable codes, standards, specifications or other special contractual requirements using qualified personnel and/or equipment.

Whenever there is a choice in types of materials or in application, fabrication or installation methods, preparation of surfaces, or process control which will effect the overall outcome of the quality of the product, the premium grades and the best and highest level of quality and practices will be used for all WORK in this Contract.

A Contractor QA or QC plan is not required for submittal and will not be reviewed by RT. All of the Elements of the CQCP General Requirements will be adhered to and implemented by the Contractor as the QC Plan for this Contract.

7.01B CITY REQUIREMENTS

City shall require contractor to comply with quality control requirements of City's Standard Specifications.

City must assign a Quality Control Manager (QCM) to this project who will be responsible for managing all quality matters for the contract and have the authority to act in all issues related to quality for the Contractor, Subcontractors and Suppliers. The QCM will reside full time onsite and will not have any responsibility outside of the scope of QC or to progress, perform or direct the WORK or perform project management, engineering, scheduling or safety functions.

The QCM must be fully qualified by experience and technical training to manage and perform the necessary quality activities specific to the WORK and requirements of this contract. The resume of the QCM must include a description of relevant duties, responsibilities undertaken by the QCM and the QC record of assignments for the preceding 10 year period which establishes the candidate's Quality Management experience. The QCM will have a minimum of 5 years of continuous experience in QC.

City must submit a resume of the QCM and agreement for review by RT within 10 days after Notice to Proceed (NTP). City must use qualified and certified personnel for QC. City must assign QC personnel to this Contract that will be responsible for performing QC activities that have demonstrated experience for the scope of this Contract.

7.02 CONTRACTOR AND CITY QUALITY CONTROL SUBMITTALS

Contractor and City will take notice of the required submittals, as stated in this section. If the Contractor fails to submit the items listed below within the prescribed time, RT may stop work. No schedule relief will be allowed for such delay.

- Resume of QCM – 10 Days after NTP
- Technical Submittal List – 15 days after NTP (see Section 13.01)
- Inspection & Test Plan – 20 days after NTP (MISSING REFERENCE?)
- Plan for Source Inspections of off-site Subcontractors and Suppliers – 25 days after NTP (MISSING REFERENCE?)
- List of Pre-Job Meetings - 30 days after NTP (MISSING REFERENCE?)

- Within five (5) calendar days after completion of Inspection/Tests, submit test reports of such tests to RT (see Section 7.05)

The QCM must prepare separate Daily Reports indicating all activities related to the management of quality that has taken place on the PROJECT (on-site or off-site). Each Daily Report must be personally signed and dated within 24 hours and kept as quality records. The Daily Report will be a separate page or pages for each day. Each Daily Report must include the following:

- Company Name, Daily Quality Report
- Contract Name and Number
- Contractor Name
- Environmental Conditions (temperature, rain, etc.)
- Location (job site, manufacturer's site, etc.)
- Inspection and Test Activities and /or Observations, Reviews, Audits, QC Meetings Performed by the QCM (detailed narrative descriptions)
- Deficiencies and Non-conformances Noted and follow-up when corrected.
- Signed and Dated by QCM

The QCM must attend all weekly progress meetings and any additional meetings required by RT. The CQCM must report and discuss quality issues for all contract WORK including that of subcontractors and suppliers. Weekly QC reporting is to include all of the following.
Scheduling of pre-job meetings, source inspections, FAI's, FAT's, etc.

- Inspection and Test Status
- NCR and deficient WORK status
- Two week look ahead inspection testing planned

The QCM must submit a Monthly Report to RT for review. The CQC monthly report must contain a summary for all QC activities and of the items listed below, which will be included as back-up. The CQC Monthly Report must include the following:

- Monthly summary (narrative description) for QC Management of the Contract.
- Copies of QC Daily Reports
- Inspection and Test Logs of Inspections and Tests Performed
- Next Months Tests Planned
- Logs of Deficiencies and Non-conformance items found
- Source Inspection Reports Performed
- FAI Reports Performed
- Next Months Source Inspections Planned
- Any Inspection & Test Plan Revisions
- Status of As-built Drawings
- Receiving Inspection Materials Logs
- Contract Review, Control of Work and Follow-up Inspection Forms

The due date for the QC Monthly Report will be the last working day of the month. Contractor must submit the QC Monthly Report to RT within five (5) calendar days following the due date.

7.03 CONTRACT REVIEW, CONTROL OF WORK, & FOLLOW-UP INSPECTION

Contractor must implement QC activities that will emphasize an early proactive approach, which will directly improve the chances that QC actions will result in a product that meets contract requirements

Contractor must practice a three phased approach to the QC of WORK under this contract.

1. Contract Review
2. Control of Work
3. Follow-up Inspections

This three phased approach is intended to be a proactive process for constructability and development of procedures, inspections and tests that are required prior to fabrication, construction or installation WORK. The Contract WORK will be broken down into separate WORK features that are distinct from other WORK features that have separate control requirements. The three phased approach will apply to all on-site and off-site WORK. Each phase will be thoroughly documented and will have a hold point to clear all outstanding items. The three phased approach will be developed as follows:

Contract Review

A preparatory phase will be applied to every WORK feature (*i.e.* concrete foundations, utility relocation, OCS installation, Instrument House Fabrication and Testing, Rail Welding, Track Work, etc.). This contract review phase will commence with actions in advance of construction. All preparatory phases will be documented. Items that will be completed are (as a minimum):

- Review of Contract Documents
- Verify that all Submittals are Approved
- RFI's are Completed and Answered
- Verification of Correct Materials to be used
- Identify Inspections and Tests to be Performed
- Identify any Hold Points, FAT's or FAI's
- Inspection Checklists or Control Sheets Developed
- Work Instructions Developed
- Required Training Performed

After Contractor has performed the aforementioned items, a Pre-Job meeting will then be performed to discuss these issues for each specific feature of WORK. Contractor, Subcontractors, City, RT, inspection personnel and all interested organizations will attend the Pre-Job meetings. At the Pre-job meetings, the items defined above will be discussed along with expected WORK progression and clarification of personnel responsibilities. Contractor must prepare a list of Pre-Job meetings that will be submitted to City and RT for review 30 days after NTP. Contractor must coordinate pre-job meetings with City and RT and must be listed on Contractor's weekly schedule.

Control of Work

Initial inspections of in-process WORK will be performed to assess if the WORK complies with the contract requirements. The standards of workmanship are established and potential differences of opinion in the interpretation of contract requirements will be resolved so that there is agreement by the Contractor, Subcontractor, and RT when the WORK is completed. This initial inspection phase will be conducted by qualified QC personnel and is a practice of performing proactive QC in reaching agreements in advance. First Article Inspections (FAI) will be conducted in this phase. All in-process WORK of this phase will be documented.

Follow-up Inspections

Follow-up inspections and testing will be conducted throughout in-process WORK to completion of WORK. Inspections and tests will be performed at a frequency to determine the continuation of compliance of WORKmanship standards and requirements that were established in the first two phases. All follow-up inspections and tests will be documented. Incomplete Work or Deficiency Lists will then be developed.

7.04 DESIGN CONTROL/AS-BUILT DRAWINGS

City shall require contractor to maintain a set of "as-built" drawings on the WORK site which shall be updated and made available to RT on a daily basis during performance of the WORK. **These drawings will only be used for as-built drawing purposes.**

On a daily basis Contractor must maintain project redlined marked-up and dated plans/drawings. As-built drawings must include a color-coded marking scheme and information from an RFI, Design Change Notice, Field Change, or any other pertinent information to be recorded onto the drawings. All site measurements must be made using three axis coordinates for exact location. The As-Built drawings must be made available at the site of construction for RT's review on a daily basis. The as-built drawings are the responsibility of Contractor, who must control these drawings. As-built drawing records must be maintained on a full size set of contract drawings that have been issued for construction. These drawings will only be used for as-built drawing purposes.

A Master index of Drawings that includes drawing number, description of change and any associated documents (i.e. RFI, DCN, etc.) must be developed and maintained with the drawings by Contractor. The following color marking scheme will be used on as-built drawings:

- Field changes made in "RED"
- Engineering Design Changes made in "Green"
- Deletions made in "Black"

A "bore log" must be included with the "Record Drawings" showing conduit depths at a minimum every 12 feet.

7.05 DOCUMENT CONTROL

All project documents will be protected from damage or loss by a disaster control plan. All electronic data will be backed up on a daily basis. All backed up data will be stored off-site on a weekly basis.

Documents reviewed and accepted by City may not be changed or altered without prior written approval by City.

Contractor must establish a document control system that ensures that the latest approved drawing and/or specification is available prior to the start of the WORK effort and that the WORK was in fact performed in compliance with the latest approved document.

Document control procedures must be developed and implemented to assure the following:

- Distribution to appropriate personnel
- Review by appropriate personnel
- Establishment of filing indices
- Thorough tracking of documents
- Safely secured storage and reliable retrieval
- Elimination of obsolete documents
- Control of document changes
- Proper reproduction of controlled documents

Submittal Management
Contractor must develop a technical submittal list of anticipated submittals by the Contractor and transmit it for RT review within 15 days after NTP. The contract documents, technical specifications, drawings, and all other contract required documents will be used to develop the submittal list.

Contractor must establish and maintain submittal schedules to ensure that rejected submittals will not impact the quality, cost, or schedule of the WORK to be performed due to incorrect submittal management, by overseeing submittal due dates. Submittals must be scheduled to allow for a review period of at least one re-submittal. Experience dictates that at least 60 days lead-time is necessary to maintain adequate control. The QCM may not be involved with any efforts in the development, review and processing of technical submittals to RT or from subcontractors and suppliers. The CQCM may only be involved in submittal management and verification WORK performed for contract compliance.

7.06 INSPECTION AND TESTING

Contractor is responsible for ensuring that all WORK meets contract specifications and plans before submitting WORK for QA inspection or testing.

City is required to perform all Quality Control Inspection and Testing of all WORK, which includes all materials, supplies, fabrication, construction, and functional tests in accordance with these contract documents.

All costs associated with Inspection and Testing are deemed to be included with the related item of WORK in the contract bid, or incidental to the WORK.

The Testing Agency and personnel qualifications are subject to the approval of the District.

All inspections and tests must be completely documented in clear and concise format and maintained as quality records. Documented evidence of detailed inspections performed and the individual responsible for performing inspections is required. Identify drawing and specification numbers as appropriate.

Contractor must contact RT Engineering at least 10 days in advance to arrange for inspection of bore setup prior to beginning to bore.

INSPECTION AND TESTING PLAN

An Inspection and Testing Plan (ITP) of inspections and tests must be developed for all inspections and testing identified in the Technical Specifications, Drawings and Contract Documents for the WORK. The ITP must be in matrix format and submitted to RT for review within 20 days after NTP.

Contractor's ITP must include the inspection and test type, requirements, acceptance/rejection criteria, and test frequencies. The list must give the inspection and test name, specification paragraph containing the inspection or test requirements and identify if the Contractor, Subcontractor, Supplier or organization that is responsible for each type of inspection and test. The ITP must be in spreadsheet format. During the life of the contract, the contractor must update the ITP to identify completion of inspection and tests that have been performed.

The QCM is responsible for coordinating all inspection, sampling and testing activities with the appropriate personnel, laboratories, the Contractor and RT. The QCM must provide RT with a 48 hour written notification of Contractor inspection, sampling or testing activities that are required by RT onsite and thirty (30) calendar days written notification for source inspections and tests that are off-site.

Personnel that perform inspections and tests may not perform fabrication or construction activities. All inspection and testing personnel must be qualified and certified per industry standards for inspection and tests performed and must report to the QCM and not to manufacturing/construction project management or personnel that are responsible to progress the WORK. The City must provide RT or its designee the opportunity to witness all inspections and tests.

City must maintain detailed inspection and testing procedures for all WORK that is identified in the technical specifications and drawings. Contractor's inspection and testing procedures must include test requirements, acceptance criteria and test conditions. Procedures must at a minimum:

- Identify the characteristics to be inspected, examined, and tested at each activity point

- Specify inspection and test procedures and acceptance criteria to be used
- All test reports and forms will indicate either Pass or Fail
- Include inspection checklists

SOURCE INSPECTION

Contractor must provide all necessary facilities, equipment and personnel at the Subcontractors and/or Suppliers Plant to facilitate source inspection and testing requirements. Any deficiencies noted during source inspections must be remedied prior to shipping.

Contractor must ensure that City, RT and their designees have the right to visit facilities of the Contractor and any subcontractors or suppliers to conduct audits and perform source inspection and/or testing at all times; before WORK has commenced, when WORK is in progress, and when WORK has been completed. Upon request by RT's QA personnel, all project records will be made available for review. In addition to RT source inspection requirements, Contractor must ensure that RT or its designee has the right to perform Quality Program audits of Contractor, subcontractors, or suppliers to assess Quality Program and technical specification compliance.

In order to identify equipment and materials that will be needed for this Contract, Contractor must develop a list of suppliers for City's review within 25 days after NTP. Additionally, inspections will be conducted upon receipt of all products. Random sampling plans will be developed.

RT Quality Assurance ("QA") Inspection/Testing

RT reserves the right to sample and/or inspect/test any WORK item or materials at any time for QA verification that the materials and workmanship conform to City and RT Specifications. RT may use or direct any test as deemed necessary to determine the quality of the WORK. City shall ensure that its contractor and subcontractors and suppliers make available all WORK to RT or its designee at all times. Following such inspection and testing, RT will issue an NCR or deficiency list to the contractor identifying those items that fail to comply with City or RT Specifications. RT will then state the disposition of the deficient work as either rejected (scrap), requires correction (repair/rework) or use-as-is of defective material, workmanship, or any other nonconformance. If the work disposition is "rejected" or "correction required" contractor will correct or remove the deficiency within five (5) work days. The rejected or corrected work must be remedied, removed, or replaced by contractor in a manner acceptable to RT and City. If contractor fails to comply promptly with any such reasonable notice by RT, RT may cause the nonconforming WORK to be removed, replaced, or remedied.

City's or RT's or their designee's QA observations, monitoring, source inspections and/or audits do not take the place of the Contractor's QC and neither City, nor RT nor their designees assume any responsibility for quality of the WORK by taking such actions.

Inspections and Tests Performed

Within five (5) calendar days after completion of inspection and testing performed with respect to the WORK, Contractor and/or City must submit reports of such tests to RT. If tests have failing results, Contractor and/or City must clearly identify all failing data and provide a remediation or retest plan within ten (10) calendar days.

All test reports must include the following:

- Name of organization and personnel performing test, including dates.
- Environmental conditions.
- Actual test results compared to contractual requirement criteria.
- Identify if pass or fail.
- Equipment Calibration Certificates.

First Article Inspection/Factory Acceptance Test

A First Article Inspection (FAI) or Factory Acceptance Test (FAT) of equipment, fabrication, construction or installation must be conducted jointly by the contractor and RT personnel to establish the project's acceptable standards. FAI's or FAT's will include design, production and construction inspection/testing to be performed by the Contractor and witnessed by CQCM and RT. Inspections/tests by RT or its designee does not relieve the Contractor of QC inspection/testing requirements.

Testing

Testing laboratories and/or personnel must provide inspection and testing services in accordance with standard practices as identified in the City's Standard Specifications, and the City's Plans and Technical Specifications. Certification must be obtained for all test methods to be performed by the testing laboratory per industry standards. The Testing Laboratory must have AASHTO accreditation, Cal Trans Certification, or provide certified documentation that it complies with ASTM E329 and E548. The Testing Laboratory personnel must be qualified and certified (as applicable: ASNT, ACI, AWS, NACE, etc.) with field testing capabilities for soil, concrete, asphalt, welding, Non Destructive Examination (NDE) procedures for metals, paint coatings, and materials testing, etc.

An AWS CWI with current certification must perform all welding inspection and testing. All Non-Destructive Examination (NDE) personnel must be qualified as Level II to ASNT-SNT-TC-1A. All paint coating inspection must be performed by a NACE Certified Coating Inspector.

The scope of testing must include, but not be limited to on-site Inspections, Tests and Sampling, Laboratory Materials Testing, and off-Site Inspections and Testing. Logs must be maintained for all testing activities and must show detail in test date, location, requirements, tests results, applicable specification, acceptance criteria, actual results, pass or fail, and if re-test correlated to original test. All actual test reports must be available onsite to backup test logs. All documentation, forms, and logs, when appropriate will be produced in ink or by computer generated format.

Contractor and/or City shall submit certifications of test lab and inspection/testing personnel to be used on this contract with 10 days after NTP..

7.07 MEASURING AND TESTING EQUIPMENT

The Contractor and/or City is responsible to control, calibrate, and maintain inspection, measuring, and test equipment that are used on-site and off-site.

Control sheets and logs must be implemented to assure tools and inspection equipment is calibrated. Calibrations and adjustments must be performed at prescribed intervals. Calibration standards must be traceable to the National Institute of Standards and Technology (NIST), or authorized equivalent. Calibration status must be labeled on the controlled item and recorded to assure adherence to calibration schedules. Calibration labels must identify the date of current calibration, by whom calibrated, and when the next calibration is due. A calibration log must be maintained and all calibration certificates must be maintained in an orderly manner.

The inspection and test equipment must have a sufficient accuracy ratio for the measurement being made and the tolerance of the inspected or tested item. All test gauges must be selected in a manner that the resultant reading expected is between 25% - 75% of the gauge (example, if 5,000 psi is an expected test result then use a 10,000 psi gauge, and not a 6,000 psi gauge or a 100,000 psi gauge). The accuracy range of any electrical analog measuring instrument must also be in the 30% to 70% range. Digital instruments must have a range calibration matrix showing various values of scale with corresponding instrument results.

7.08 INSPECTION AND TEST STATUS

Contractor is responsible for identifying the inspection and test status of products and items of WORK. Contractor must identify the completion status of items of WORK by inspection of WORK in accordance with the contract requirements.

Individual Products and Items of Work

The Contractor is responsible for identifying the inspection and test status of a product to assure that it has been accepted before it is used or installed.

Test and inspection status must be identified by means of markings, stamps, tags, labels, routing cards, process control documents, inspection records, test software, which are attached to the item. Inspection or test status must provide identification to indicate the conformance or non-conformance with regard to inspection or test criteria. The inspection and test status must be identified on all submittals. If tests have failing results the contractor must clearly identify all failing data and provide a remediation or retest plan.

Completion of Products and Items of Work

Contractor must develop an Incomplete Work List (IWL) when approaching completion of a definable feature or designated section of WORK prior to final inspection by RT. Items that will be listed on the IWL must include items of WORK that are yet to be completed, deficient, damaged or items requiring specific corrective action. The IWL must be coordinated and managed as a tool to identify all outstanding WORK to be completed in compliance with the contract documents. The IWL must be initially

developed as soon as the WORK is approximately 75% complete or as agreed upon by RT.

7.09 HANDLING, STORAGE, PACKAGING, PRESERVATION AND DELIVERY

The following requirements apply to RT property:

Receipt of Materials

Receiving inspections must be performed to identify if materials and products meet contract requirements and are not damaged. Random sampling plans must be developed.

Upon receipt purchase documents must be reviewed and logs must be maintained of the following:

- Identification by serial number or lot number
- Date received
- Quantity Received
- Verification of receipt of supporting documentation, such as a Certificate of Material Test Report or a Certificate of Compliance
- Quality control acceptance sign-off

Storage of Materials

Contractor is responsible for storage and handling of all materials and products, which includes the following:

- Protection from damage, deterioration and loss
- All materials and products will be stored to protect it from the adverse effects of the environment for the length of the contract regardless of any delays in schedule
- Inspection and maintenance during storage and handling
- Repair of damage due to handling or storage location
- Utilization of special storage and handling facilities, as required
- All materials will be kept on dunnage and protective covers will be kept on materials as applicable

Incorporation into the Work

All equipment entering the fabrication area must be inspected, including their supporting documentation, for the verification that Subcontractor's and Suppliers have met the quality requirements of the Contract Documents. Certificates of compliance and/or conformance must be submitted for equipment, as required in the various sections of the specifications and on the contract drawings.

Purchased material and equipment must be clearly marked so that it can easily be identified without excessive handling or opening of crates and boxes.

7.10 NON-CONFORMANCES

The Contractor is responsible for reporting all nonconforming WORK conditions and materials to RT in writing via the City within 24 hours of identification (on-site or off-site).

The Contractor is responsible for documenting, identifying, recording, controlling and correcting non-conforming items or services including provisions for re-inspecting and re-testing repaired and reworked items. It is the Contractor's responsibility to promptly identify and segregate items detrimental to quality to prevent inadvertent use.

The Contractor must investigate the root cause of non-conformance and take appropriate corrective actions to prevent recurrence. The identification, care and corrective action planned and taken will be documented on a non-conformance report.

Upon observations, audits or inspections/tests by RT or its designee, if WORK is found to be nonconforming to contract documents and requirements a Non Conformance Report (NCR) will be issued. The contractor must correct and provide a written Corrective Action to RT for all non-conformances issued by RT personnel or its designee. NCR's or CAR's must be corrected within 30 calendar days after issuance or as agreed upon by City and RT. Nonconforming WORK is considered as deficient or not acceptable per contract requirements.

All repair procedures must adhere to the requirements of the original contract inspection & test criteria.

Corrective Action Requests (CAR) must be issued for multiple non-conformances (NCR) or for procedural or contractual deficiencies. RT issued NCR's and CAR's serve as notices of contract WORK that is deficient.

Incomplete WORK lists and/or punch lists for incomplete, deficient, or nonconforming WORK which have been generated by RT or its designee must be maintained by the Contractor and the items on the list must be corrected within 30 calendar days after development or issuance of such lists.

7.11 QUALITY RECORDS

Contractor is responsible for performing activities necessary to collect, index, file, store, and disposition quality records. Quality records apply to records generated as part of all inspections, tests and in-process documentation. The Contractor must maintain quality records as evidence that all of its activities and those of its Subcontractors and Suppliers comply with the requirements of the contract documents. Copies of all completed records must be available for review by RT on a daily basis. The contractor must maintain Quality Records for a minimum of seven (7) years.

Copies of all quality records must be organized with separate sections and in chronological order in a PROJECT Closeout binder (or binders) and be submitted to RT (via the City) at the completion of the Contract. The final payment and any previously withheld payments, for contract WORK, will not be made until RT reviews the closeout documents. If Contractor fails to provide a complete copy of organized closeout documents, the final payment and any previously withheld payments will be forfeited.

The Quality Records that must be maintained and provided as closeout documents are, at a minimum, the following:

- Test logs and test reports, which indicate all tests have passed
- Nonconformance logs and reports, which have been resolved
- Corrective actions logs and reports, which have been resolved
- Material receiving inspection logs
- Incomplete WORK lists, Punch lists and/or deficiency lists, which identify final completion
- Final Submittal Log (completed)
- Completed As-Built Drawings
- Contract Review, Control of Work and Follow-up Inspection Forms

7.12 RT QA AUDITS

RT QA personnel or its designee may observe and audit the Contractor's activities systematically during the course of the Contract. Audits will be conducted to monitor adherence to the contract documents. An Audit Finding Report (AFR) or Corrective Action Request (CAR) will be issued for contractual items that are not adhered to. The AFR or CAR is notification that WORK is considered as deficient or not acceptable per contract requirements.

8. Coordination with RT Light Rail Operations-Hours of Work.

City shall require its contractor to coordinate all WORK with revenue service operations of the RT Light Rail System ("RT Light Rail Operations"). RT Light Rail Operations operating conditions are in effect and light rail vehicles ("LRVs") will be in revenue service daily from approximately 5:00 a.m. continuous until approximately 1:00 a.m. the next day, seven days a week. LRVs generally run at 15-minute intervals, each direction, with the exception of evening hours and weekend mornings, which are scheduled for 30-minute intervals each direction. Contractor must obtain and be familiar with the current "Daily RT Light Rail Operations Light Rail Schedule" and any revisions issued during performance of the WORK.

City shall require its contractor to cause all WORK to be performed with regard to time, place and manner so that RT Light Rail Operations scheduled revenue service is not disrupted unless expressly provided otherwise herein. All WORK performed by Contractor or its subcontractors within 10' of the existing LRT track and facilities must be in accordance with RT Light Rail Operations Instructions for Track Warrants. Track Warrants will require that the Contractor dedicates a watchman for all areas where WORK may occur within 10' of the centerline of light rail tracks. No construction equipment or personnel is allowed work within 10' of the nearest rail without the Contractor Watchman on duty.

RT Lookouts must be scheduled at least one week in advance by sending an email request to lookoutrequest@sacrt.com containing the requestors company name, when, where, and how long the lookout will be needed. Any directions regarding track safety given by the Lookout or Watchman MUST be followed IMMEDIATELY. The ENTIRE work party MUST have a MANDATORY briefing with the Lookout PRIOR to beginning

work within 10' of the track. The briefing only takes a few moments. If someone comes to the work area after work has begun, they MUST also have the MANDATORY briefing with the Lookout BEFORE going to work in the area. If the work area spreads out and the Lookout, at his/her sole discretion, concludes a satisfactory level of safety cannot be provided, work in the outlying areas must STOP immediately.

All personnel must attend RT's On Track Safety class prior to fouling tracks.

A Red Tag is required when working within 10' of the overhead contact system (OCS). A single red tag request constitutes a request to power off, at a single time of day, one (1) or more substations adjacent to the WORK site described in the Red Tag permit.

It is Contractor's responsibility to apply for and secure the Track Warrant and/or Red Tag for each and every shift of Limited or Full Access construction, as defined below. If Contractor fails to comply with this requirement, and/or if Contractor or its subcontractors violate the terms of the Track Warrants and/or Red Tags, RT will issue a Stop Work Order to Contractor. The Stop Work Order will be in effect until such time as a Track Warrant or Red Tag is secured and/or the violation is corrected. Any delays or costs associated with this requirement must be borne by Contractor.

During hours of revenue service, Contractor and/or its subcontractors will be allowed Limited Access to any track area with RT Light Rail Operations revenue service operations through the construction site. Limited Access construction is defined as WORK to be performed within 6' of the centerline of the operating track, or any WORK that includes equipment capable of coming in contact with the overhead catenary system. Limited Access construction must be coordinated daily with RT Light Rail Operations through the Track Warrant procedure.

During the hours when RT Light Rail Operations is not in operation, approximately 1:00 a.m. to 4:30 a.m. daily, Contractor and/or its subcontractors of any tier will be permitted Full Access to the existing track and facilities in the construction area. Any WORK performed on the existing track structure and facilities during Full Access will be restored by Contractor to complete operating conditions prior to the resumption of scheduled revenue service. Full Access will be coordinated each and every time with RT Light Rail Operations through the Track Warrant and Red Tag procedures.

Contractor and its subcontractors, regardless of tier, must not perform any WORK that will require an unscheduled disruption of service at any time. All WORK must be performed with sufficient labor, materials, and standby equipment to ensure that unscheduled service disruptions do not occur.

Contractor must submit a WORK Plan detailing hours of WORK, construction methods and activities to the City for the RT's approval. The WORK Plan must indicate the means to ensure conformance to this special condition. Contractor must not do any WORK until Contractor receives written approval of the WORK Plan from RT.

9. Cooperation with RT Light Rail Operations.

All communications and/or correspondence relating to inspection and coordination between Contractor and RT Light Rail Operations must be given to RT via the City, unless otherwise specifically authorized by RT and City in writing.

Contractor must provide notice to RT when uncovering any RT FACILITIES, in order to allow RT the opportunity to repair or replace any deteriorated facilities prior to Contractor completing WORK.

RT will communicate directly with contractor if conditions deemed to be an emergency exist. Under emergency conditions, life or property must be in immediate danger of loss. Should an emergency condition occur, contractor must follow the directions of the RT Light Rail Operations staff without hesitation.

The application for issuance of Track Warrants and Red Tags must be coordinated directly between contractor and RT Light Rail Operations staff. Contractor must maintain the Track Warrant or Red Tag documentation at the WORK site. Failure to produce the required documentation when requested will result in the cessation of WORK until the documentation is produced. No exceptions will be allowed, and time for completion will not be extended if WORK is stopped for the foregoing reason.

Red Tags will be provided by RT at the rate of $750.00 per Red Tag. The cost for the Red Tag must be paid to RT at the time of submitting the application for the Red Tag. Call Michael Cormiae, Wayside Maintenance Superintendent at (916) 648-8422 to arrange for the Red Tag permit. Red Tags will only be given for the hours between 1:00 a.m. and 4:00 a.m. Application for a Red Tag must be made at least 7 calendar days prior to the date requested.

10. Scheduled Interruptions

Certain interruptions to RT Light Rail Operations may be necessary to enable the changeover from construction to operations ("cut-over") of the OCS, wayside signal, track, and station systems, as applicable. In that event, RT will permit one scheduled interruption of RT Light Rail Operations. Contractor must arrange to perform the cut-over in accordance with the provisions herein.

Based on Contractor's detailed Work Plan, which must be submitted to RT not less than thirty (30) calendar days prior to performing the cut-over WORK and must be in form acceptable to RT not less than fourteen (14) calendar days prior to performing such WORK, RT will arrange for a maximum duration of interruption of light rail service from 10:40 p.m. on a Friday night to 3:40 a.m. on the Monday immediately following, to allow the Contractor fifty two (52) consecutive hours of full access WORK at the site. Contractor must complete all WORK necessary to complete the cut-over by 3:00 a.m. to enable RT to test the wayside signal systems in preparation for revenue service. By the completion time set for all service interruptions, Contractor must finish all WORK on the RT track, stations, OCS and signal systems, as applicable, in order that RT Light Rail Operations may resume normal service, and Contractor must finish all WORK necessary to complete all street crossings, traffic signals, and striping, as applicable, in order to allow normal operation of public vehicular traffic and pedestrian crossings.

Contractor's representative must remain on site during RT's testing of the new systems and shall be prepared to correct any deficient items during this "proof-of-performance" testing. Contractor will be relieved of its maintenance responsibility with respect to the cut-over trackage and related systems upon RT's determination that the track and system testing is satisfactory. Relief of maintenance has the meaning set forth in Section 7-1.15 of the State of California Department of Transportation Standard Specifications (2006).

If more than one scheduled interruption of Light Rail Operations is necessary to perform the WORK, Contractor must submit its request to RT for such scheduled interruption(s) as part of the Work Plan and CPM schedule. Contractor's request must thoroughly document the activity required, the time of interruption, and the reason for the interruption and why it could not otherwise be accommodated. RT will evaluate each request for additional scheduled interruptions for impact on construction and revenue service. RT reserves the right to reject any or all such requests based upon its evaluation. RT approval of contractor's request for additional scheduled interruptions may be conditioned upon the contractor's reimbursement of RT's costs to provide alternative passenger service.

11. Disruptions in Service

Contractor's failure to either complete the scheduled activities by the planned time or to put in place an approved contingency plan may adversely impact RT's light rail service. Except to the extent RT's active negligence is the cause of such service disruption, if RT's light rail service is disrupted by Contractor's action or failure to act, RT will incur damages, including but not limited to costs to transport passengers by bus, overtime wages for crew and flagperson(s), and costs for additional dispatching. Such damages are extremely difficult or impractical to quantify. The parties therefore agree that in the event of such disruption, Contractor is liable for liquidated damages in the sum of two thousand five hundred dollars ($2,500) per train that RT light rail service is disrupted. The City must deduct the amount of such liquidated damages from any payment to the Contractor that is due under the Contract. If RT's active negligence is a proximate cause of the service disruption, Contractor will be liable for liquidated damages proportionate to its comparative fault.

12. Compliance with California Public Utilities Commission Orders.

In the performance of this Contract, contractor, including all subcontractors, shall comply with all General Orders of the California Public Utilities Commission pertaining to safety that are applicable to RT or Contractor, including, without limitation, those requirements set out in General Orders Nos. 26-D, 72-B, 75-C, 95, 88-A, 118, 128, 135, 143-A, 164-A. Contractor shall be responsible for any civil penalty imposed by the California Public Utilities Commission under California rail safety laws and regulations arising from or related to Contractor's and its subcontractors, performance or non-performance of any WORK to be performed by Contractor under this Contract.

13. Contract Requirements And Technical Submittals

13.01 CONTRACT SUBMITTAL DELIVERABLES

Contractor must submit to City for RT review all submittals required by the Technical Specifications allowing the time for review thereof set forth therein. All submittals must further conform to the following:

Contractor must develop a Contract Deliverable Requirement List (CDRL) that identifies each submittal for all items to be designed, supplied, or installed under this Contract. Contractor's CDRL must include submittals for product data, installation layouts and details, installation procedures, detailed circuit plans, equipment adjustment procedures, calculations, test procedures, cut-over procedures, equipment service manuals, test reports, as-built documentation and any other submittal required by the Contract Documents. Each submittal must be assigned a tracking number. Contractor must update the CDRL monthly and must submit it to RT with the contract schedule. Contractor's failure to list a submittal in the CDRL that is required by the Contract Documents will not relieve Contractor of its obligation to provide that submittal to the City and RT.

All submittals must further conform to the following:

13.02 DRAWINGS AND SUBMITTALS

Contractor must prepare Working and Shop Drawings as required for the performance of the WORK. Drawings must be prepared on a reproducible sheet measuring 24"x 36", unless otherwise approved. Each drawing sheet must have a blank area 5"x 5" minimum, located above the title block, for the acceptance stamp. Facsimile submittals will not be accepted. The title block on all submittals (drawings or text) must display the following:

- Contract number and name.
- Number and title of drawing.
- Date of drawing or revision.
- Name of Contractor and Subcontractor originating drawing.
- Clear identification of contents and location of WORK.
- Referenced Technical Specifications.
- Structural calculations signed and sealed by a California licensed civil engineer.

Contractor must maintain an accurate and up-to-date record of all submittals, design documents, engineering calculations, test records, and as-built documentation at Contractor's job site facility. Contractor must organize these documents for easy identification and retrieval. Contractor must prepare and maintain a detailed printed log of all these documents and must keep the log with the documents. Contractor must make these documents and the log available for review during normal working hours at Contractor's job site facility.

13.03 DETAIL DRAWINGS

Contractor must furnish detail drawings for temporary WORK and method of proposed construction for the safe and successful completion of the Work.

13.04 SUBMITTAL COVER LETTER

Submittals must be accompanied by a "Submittal Cover Letter" form neatly and properly filled out.

13.05 COPIES OF DRAWINGS

Contractor must submit 2 reproducible and 6 legible copies of complete and detailed Working and Shop Drawings, which must be suitable for microfilming, to City for review by RT where applicable. Such drawings must include but not be limited to:

- Fabrication and erection drawings, schedule drawings and manufacturer's scale drawings. If requested by RT through the City, Contractor must furnish calculations and information substantiating the details shown on the drawings satisfactory to RT.

- Plans for temporary structures, and for such other WORK as may be required for construction, which does not become an integral part of the completed project. Contractor must submit 2 copies of calculations and other information needed to describe in detail the temporary structures or systems and their intended use.

All submittals for electrical equipment must conform to the provisions of the appropriate technical specifications of the Contract. All electrical materials must be tagged in conformance with the provisions of **Certificates of Compliance and Testing** before delivery to the WORK site. Untagged electrical materials will be rejected.

13.06 TIME FOR SUBMITTAL

Contractor must make submittals to City sufficiently in advance of construction requirements to permit up to **10 business days** for review and appropriate action by RT. Contractor must also submit 6 copies of supporting data such as manufacturers literature for all items.

The review of submittals will be general and must not be construed as:

- Permitting any departure from contract requirements;
- Offering relief from the responsibility for any errors, or omissions including details, dimensions, and materials; or
- Approving departures from details furnished by City, except as otherwise provided in the Technical Specifications.

13.07 VARIATIONS/DEVIATIONS

If drawings show variations from contract requirements because of standard shop practice or for any other reasons, such deviations must be described in the letter of submittal. RT may reject any or all variations. If variations result in an adjustment to the contract price or time for performance, the adjustment must be subject to approval by City. Failure to describe variations must not relieve Contractor from the responsibility

of executing the WORK in accordance with the Contract, even though such drawings have been approved.

13.08 CORRECTIONS

If a submittal is returned and is marked "REVIEWED/NO EXCEPTIONS TAKEN," then Contractor is not required to correct the submittal. If a submittal is returned and is marked "REVIEWED/MAKE CORRECTIONS AS NOTED AND RESUBMIT," then RT will provide an explanation of the corrections that are required and Contractor must also correct and resubmit the corrected submittal to District. The process set out in this Section is applicable to drawings submitted by Contractor; provided, however, that each print will be marked in the manner described above and, if a correction is noted by City, Contractor must return 1 print and 1 reproducible copy of the corrected print to City.

Resubmittals will be handled in the same manner as first submittals, and the same **30 calendar day** review time will apply.

- Specific attention must be directed to revisions other than those requested by City on previous submittals by an accompanying letter or on the resubmitted drawings.
- If any corrections shown on the drawings constitute a change of contract requirements, City must be notified, as previously specified.
- Work indicated on drawings marked "REVIEWED/MAKE CORRECTIONS AS NOTED AND RESUBMIT," may not be carried out before resubmittal and final issuance of REVIEWED/ NO EXCEPTIONS TAKEN.

]13.09 CHANGES

When Working and Shop Drawings have been completed to the satisfaction of City, the construction must be carried out in accordance with such drawings, and no changes must be made thereon except upon written direction from City.

During execution of the WORK, Contractor must use only drawings that are stamped "REVIEWED/NO EXCEPTIONS TAKEN" and bear City's signature.

13.10 DAMAGES

Contractor bears the risk and all costs and expenses associated with any WORK that must be redone by proceeding with WORK before issuance by City of REVIEWED/NO EXCEPTIONS TAKEN.

13.11 DISTRICT DAMAGES FOR RE-REVIEW OF SHOP DRAWINGS AND PRODUCT DATA

If Contractor improperly submits incomplete Shop Drawings or Manufacturer's Product Data submittals for re-review, RT may sustain damages, including the costs of re-reviewing drawings which are difficult to quantify in each such case. In that event, RT may recover by way of back charging liquidated damages in the sum of $1,000 to defray the costs of re-reviewing such submittals in each case where:

(1) The Contractor resubmits a submittal without all the information previously required by comments or corrections noted on the submittal as previously submitted, or;

(2) The Contractor resubmits a submittal without having incorporated all the corrections required by comments on the submittal as previously submitted.

13.12 SAMPLES

Contractor must furnish samples as specified and requested by RT as soon as possible after request. Unless otherwise indicated, not less than 2 identical samples of each type required must be submitted.

Shipping charges on samples must be prepaid by Contractor. Products for which samples are requested must not be used until approved in writing by RT. Each sample must be labeled to indicate:

- Name of project and Contract number
- Name of Contractor and Subcontractor or supplier, if applicable
- Material or equipment represented
- Source
- Name of producer and brand (if any)
- References to the parts of the Technical Specifications and the Plans which are applicable to the sample
- Location of WORK

Certain samples may be tested by RT. Approved samples not destroyed in testing may be retained by RT. RT will return a disapproved sample to Contractor at Contractor's expense if Contractor requests, in writing, when the sample is submitted to RT, that it be returned to Contractor.

13.13 SHIPMENT LETTER

A letter must be mailed under separate cover submitting each shipment of samples and detailing the information required in the preceding paragraph. A copy of the letter must be enclosed with the shipment.

13.14 TEST RESULTS

Documents such as certificates, reports, and test results specified in the Technical Specifications must be submitted to City for review by RT and must comply with the following:

- Three copies of each required must be submitted, unless specified otherwise.
- Notice for testing of WORK must be submitted to the City, for transmittal to RT, **ten working days** before testing date.

13.15 PAYMENT

Full compensation for conforming to the requirements specified in Section "Contract Requirements and Technical Submittals" shall be considered as included in the unit prices paid for the various Contract pay items deemed most appropriate.

14. Final Inspection and Acceptance of all the Work

When Contractor considers that all of the WORK, or any discrete portion of the WORK covered under this Contract has reached final completion, Contractor shall so inform City in writing. RT will prepare a punchlist covering any part of the WORK that fails to pass the acceptance tests or inspections or is otherwise unacceptable and will reject such WORK. Contractor shall proceed immediately to correct or replace unsatisfactory, incomplete or unacceptable WORK and complete such WORK within thirty (30) days. For items of WORK not completed by contractor within thirty (30) days, RT may proceed to have the items corrected or completed using RT or third party forces. City will reimburse RT for its reasonable costs and deduct such costs from compensation otherwise due Contractor.

Unless otherwise stipulated, title to such rejected WORK and risk of loss shall remain with contractor, and contractor shall have the responsibility and bear all costs to correct all defects or damage. All acceptance testing of WORK which has been rejected previously shall be performed at contractor's expense and City will reimburse RT for reasonable costs incurred by RT to perform such re-tests and will deduct such costs from compensation otherwise due contractor.

Final acceptance of all of the WORK or the particular discrete portion deemed complete will occur after successful completion of all testing and punchlist items and the correction of all defects and damaged WORK, and RT's determination that the WORK conforms in all respects to all the Contract requirements. RT will inform Contractor of such acceptance of the WORK by issuing a final certificate to the Contractor stating that the WORK has been completed in accordance with the Contract requirements and is accepted under the terms and conditions thereof. After RT has accepted the WORK by issuing a final acceptance certificate, City and contractor will be relieved of any duty to maintain and protect the accepted WORK and City and contractor shall be relieved of any responsibility for injury to persons or property or damage to the WORK which occurs after final acceptance by RT. Such final acceptance of the WORK shall not relieve contractor from responsibility for errors, improper fabrication, non-conformance to a Contract requirement, latent defects, or for deficiencies within contractor's control. Unless otherwise stipulated, all warranties begin with the date of such final acceptance. Coincident with such final acceptance, RT a Notice of Completion will be filed.

15 Final Inspection and Acceptance of a Portion of the Work

RT has the right to direct Contractor to complete a portion of the Work at a time different than that specified in the Contract or reflected in the currently approved progress schedule. Such direction will be in writing and will provide for an equitable adjustment in the compensation to be paid to Contractor, if any. If such direction modifies the amount of compensation or time required for the completion of the Work, an appropriate

change order will be issued. The following will apply if RT accepts, pays for, takes title to and occupies the portion of the Work so accepted:

- Contractor will be relieved of maintenance responsibility for that portion of the Work.
- Contractor's warranty on that portion of the Work will commence.

Section 16 Certificates of Compliance and Testing

16.01 General

Whenever the specifications provide an option between two (2) or more tests, RT will determine the test to be used.

Whenever a reference is made in the specifications to a specification, manual, or test designation either of the American Society of Testing and Materials, the American Association of State Highway and Transportation Officials, Federal Specifications, or any other recognized national organization, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification, manual, or test designation in effect on the day the Notice to Bidders is dated.

Whenever said specification manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to RT. When material which cannot be identified with specific test reports is proposed for use, RT may, at its discretion, select random samples from the lot for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by Contractor at his/her expense. The number of such samples and test specimens shall be entirely at the discretion of RT.

When requested by RT, Contractor shall furnish, without charge, samples of all materials entering into the WORK, and no material shall be used prior to approval by RT, except as provided in this Section "Certificates of Compliance and Testing". Samples of materials from local sources shall be taken by or in the presence of RT, otherwise the samples will not be considered for testing.

16.02 CERTIFICATES OF COMPLIANCE

When so authorized in the Contract or when permitted by RT, the use of certain materials or assemblies shall be allowed if accompanied by a Certificate of Compliance. RT reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance. If such use is permitted, the form of the Certificate of Compliance and its disposition shall be as directed by RT. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall be furnished with each lot of material delivered to the Work and the lot so certified must be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested by RT at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract and any such material not conforming to such requirements will be subject to rejection whether in place or not.

Contractor must provide 3 hard copies of the certificate of compliance of installed bore conduit and/or casing to RT Engineering within 30 days of Project completion.

16.03 TESTING.

The Contractor will be responsible for controlling the quality of the material entering the WORK and of the WORK performed, and shall perform testing as necessary to ensure control. All on-site material sampling and testing shall be performed by testing laboratories, testers, or inspectors engaged by the Contractor if not engaged by City. In addition, RT (or its representative) shall have the right to perform materials sampling and testing to verify on-site material sampling and testing performed by testing laboratories selected by the Contractor. The test methods and frequencies used for quality control testing shall be as specified in the Technical Specifications. The test laboratory and personnel qualifications and the results of the testing shall be in accordance with GC 6.13 and shall be maintained as quality records. All tests results shall be made available for RT review within 5 days of test. Full compensation for performing and documenting quality control tests and making the results available to RT shall be considered as included in the bid line item for the product, material or WORK to be tested.

Section 17 Warranty

17.01 Warranty

The Contractor's Warranty as provided in Article 22 of the Agreement between City and Contractor is hereby modified as follows:

The Contractor warrants that all materials and equipment (hereinafter "Work") supplied under this Contract shall be of new, high quality, free from any defective materials, equipment, or Workmanship, fit for RT's intended use, and shall conform to the specifications, samples and other descriptions set forth in the RT-approved Contract Documents. If required by RT, Contractor must furnish satisfactory evidence as to the type and quality of the materials and equipment supplied. Specifying a brand name shall not relieve the Contractor from compliance with these warranty provisions.

This warranty will be effective for a period of one (1) year (or such longer period of time as may be specified elsewhere in the Contract) from the date of written final acceptance of the Work. A warranty claim for any defect in the Work or non-conformance of the Work to the Contract Documents will be made by RT in writing addressed to the City as set forth in the Project Agreement for written communications to City.

Contractor's personnel and contractors may be permitted to use RT facilities and special equipment to perform warranty WORK, provided that such WORK is conducted during

normal hours, does not interfere with other RT activities, and is performed in accordance with RT policies and directions. Damage to RT property caused by Contractor's representatives shall be the sole responsibility of the Contractor, and shall be corrected at the Contractor's expense.

The City must perform such tests as RT may require to verify that such corrective actions, including, without limitation, redesign, repairs, and replacements, comply with the requirements of these General Specifications and the Technical Specifications. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, must be borne by the City. The security, control, shipping, and disposition of Contractor-owned parts is the responsibility of the Contractor. City must reimburse RT for RT's actual cost to inspect City's efforts to repair or replace the defective Work.

If the City fails to adequately repair or replace all defective WORK to RT's satisfaction within a reasonable period of time, RT may cause such defective Work to be repaired or replaced using RT's forces and/or another contractor at City's expense. Contractor must reimburse RT for RT's actual costs to repair or replace the defective Work within thirty (30) days from the date of submittal of an invoice. The rights and remedies of RT provided in this Section are in addition to and do not limit any rights and remedies afforded by this Contract or by law. This warranty does not apply to defects in the Work caused by RT's misuse or neglect.

All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of RT, regardless whether such warranties and guarantees have been transferred or assigned to RT by separate agreement. The Contractor must enforce such warranties and guarantees on behalf of RT, provided, however, that if directed by RT, the Contractor must require such subcontractors, manufacturers and suppliers to execute such warranties and guarantees directly to RT. Within fifteen (15) days of RT's request, Contractor must supply copies of the warranties provided by subcontractors, manufacturers and suppliers. If any such warranty or guarantee becomes void due to the Contractor's negligence in incorporating material or equipment into the Work, the Contractor must nonetheless correct such defect and related damage to the product.

In the event of an emergency constituting an immediate hazard to the health, safety or welfare of the public, RT employees, its property or that of its licensee; RT may undertake, at the Contractor's expense and without prior notice, all WORK necessary to correct such condition when caused by a defect in the Work which is covered by this warranty.

17.02 Warranty on Replaced Parts

Any defective materials, parts or components that are replaced during the initial warranty period must be warranted for the total original warranty period from the date of replacement.

17.03 Systematic Failures.

If, during the warranty period, repairs or modifications necessitated by defective design, material, or Workmanship occur to an extent in excess of ten percent (10%) of the components used for the same function in the same assembly or subsystem purchased under this Contract, Contractor must promptly furnish all necessary labor and material to effect such repairs and modifications for every system delivered under the Contract, including systems in which the item has not yet failed.

CONTRACT FORM 5.4

SERVICE DISRUPTION BOND

WE HEREBY CERTIFY THAT: _____ as Principal, hereinafter called "Principal," and _____, a corporation, duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____, and authorized as a surety in the State of California, hereinafter called "Surety," are hereby held and firmly bound unto Sacramento Regional Transit District, hereinafter called "Obligee" in the Penal Sum of $50,000.00 lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or is about to enter into a certain written agreement with the above-mentioned Obligee, for construction of the «TitleTitlecase», PROJECT No. «PROJECTNo», hereinafter "Contract," which Contract documents are incorporated herein by reference as if fully set forth herein.

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, to secure payment of costs of service disruptions to Obligee's bus and/or light rail system as a result of WORK under said Contract.

NOW, THEREFORE, if said Principal, or its heirs, executors, administrators, representatives, successors, assigns, or subcontractors cause disruption to the revenue operations of Obligee's light rail system, the aforesaid Surety will pay Obligee the sum of $2,500 per hour for every hour of disruption or portion thereof, unless such disruption is solely caused by Obligee; however, in no event will the amount owed by said Surety exceed the amount of this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the terms of the Contract, no change, extension of time, alteration or addition to the terms of the Contract, or to the WORK to be performed there-under, or to the specifications accompanying the same will in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the specifications.

In the event that an action is brought to enforce this bond or for a declaration of the rights and duties of the parties pursuant to this bond, the prevailing party in any such action will recover its costs and attorney fees from the other party.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals the _____ day of _____, 20__ the name and corporate seal of each corporate party being affixed thereto, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

LIGHT RAIL TRACK WARRANT

(To be obtained from RT Metro, 2700 Academy Way, by each subcontractor)

Regional Transit

Project I. D. #: _____

Line Clearance • Red Tag Request

Requesting Agency: _____ Date: _____

Address: _____

Contact Person: _____

Phone # Work: _____ Home: _____

Description of Project: _____

Location of Work: _____

Description of Service

Substation		Feeder Breakers		
_____	#	_____	#	_____
_____	#	_____	#	_____
_____	#	_____	#	_____
_____	#	_____	#	_____
_____	#	_____	#	_____

# of Grounds: _____

Located at: _____

Located at: _____

# of Barricades: _____

Located at: _____

Located at: _____

Substations Off Line:
Meet Contractor at:
Time: _____
Location: _____

	DATE	HOURS	LINEMAN
day 1)	_____	_____	_____
day 2)	_____	_____	_____
day 3)	_____	_____	_____
day 4)	_____	_____	_____
day 5)	_____	_____	_____

Substations On Line:
Meet Contractor at:
Time: _____
Location: _____

	DATE	HOURS	LINEMAN
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____
5)	_____	_____	_____

Special Instructions: PAYMENT DUE UPON SUBMISSION OF APPLICATION
PLEASE MAKE CHECK PAYABLE TO SACRAMENTO REGIONAL TRANSIT DISTRICT

Estimated Charge for Manpower & Equipment: $750.00

Signed By:
Wayside Superintendent: x _____ Date: _____

Metro Control: x _____ Date: _____

The undersigned company or persons agree to pay the total amount of the RED TAG and will incur all costs for damages to Regional Transit's property due to negligence.

Contractor: x _____ Date: _____

APPENDIX II

Mitigation Reporting Program

MITIGATION REPORTING PROGRAM CHECKLIST FOR THE CARS ON K STREET PROJECT (PN T15095300)

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
BIOLOGICAL RESOURCES				
BIOLOGY 1: PROTECTION OF STREET TREES 1. During construction, trees to be preserved shall be protected by ensuring implementation of the following procedures during construction. All work near the trees shall be coordinated with the City Arborist, Department of Transportation, Urban Forestry Services. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection: a. No Storage of materials or parking of vehicles may occur on pervious surfaces within the driplines of the trees. b. If, during construction grading, 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 the root shall not be cut unless the arborist approves. Roots approved by the arborist to be severed during the course of project construction shall be neatly trimmed. If a large number of roots require cutting, the tree will then have to be evaluated by the certified arborist for possible removal. c. If construction activities will affect any of the limbs of the trees, a certified arborist (certified by International Society of Arborists, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the arborist to be severed during the course of project construction shall be neatly trimmed. d. 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. The Contractor's responsibility for damaged trees will be determined by the Arborist.	Prior to and during construction – Mitigation measures shall be included in all construction documents for implementation during construction.	City of Sacramento Department of Transportation and Construction Contractor		
CULTURAL RESOURCES				

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
CULTURAL RESOURCES 1: PROTECTION OF HISTORIC STRUCTURES 1. Any work within 5 feet of the façade of buildings in the project area shall be subject to the following protections: a. The existing concrete would be saw-cut six (6) inches from existing building faces. In order to break the concrete, a backhoe with a jackhammer attachment or loader would be used if the work is being done more than six (6) inches away from the buildings. The equipment would be located a safe distance from the buildings so any arms or attachments cannot reach the building. b. If the contractor needs to remove sections of concrete or sidewalk adjacent or within 6 inches of buildings, a hand-held hydraulic jackhammer would be used to break existing concrete into pieces within six (6) inches of the building faces. The broken concrete would then be removed by hand. c. Ride-on machinery would be used to compact the ground five (5) feet or more away from the building faces. A vibrator plate tamper would be used to compact the material that is within five (5) feet of the building face. d. When constructing new concrete walkways against existing buildings, the concrete walkway will be separated from an existing structure by a 0.5-inch fiber expansion joint. The new sidewalk will be poured from a concrete truck and will be finished using hand tools. The existing buildings will be protected with plastic sheeting to prevent concrete from splattering onto the existing structures.	Prior to and during construction – Mitigation measures shall be included in all construction documents for implementation during construction.	City of Sacramento Department of Transportation and Contractor		
2. Prior to completion of 30 percent, 60 percent and final engineering and designs, and prior to any substantial excavation within the raised streets/hollow sidewalk area, including any work involving the street walls, the Department of Transportation shall confirm with the City's Preservation Director, the location of basements, and any raised streets and hollow sidewalk features to ensure that no or minimal impacts will occur to such features, and the Preservation Director shall ensure that all work will comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties. The location of such features shall be confirmed through engineering surveys, historic surveys, site inspections and, if necessary, other means such as ground penetrating radar.	During Project Design Phases	City of Sacramento Department of Transportation, City Preservation Director and Contractor		

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3. Structures such as signal posts or other underground improvements shall be sited to the maximum extent possible to avoid any damage to significant raised streets, hollow sidewalk and basement features. Where such work would require a significant impact upon a portion of a raised street/hollow sidewalk area or feature, that impact would be mitigated through the restoration or reconstruction of a similarly sized segment of raised street/hollow sidewalk in another portion of the project and the Preservation Director would ensure that the restoration or reconstruction work would comply with the Secretary of Interior's Standards for the Treatment of Historic Properties.	Prior to and during construction – Mitigation measures shall be included in all construction documents for implementation during construction.	City of Sacramento Department of Transportation, City Preservation Director and Contractor		
CULTURAL 2: SUB-SURFACE RESOURCES All work shall stop 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 (916) 874-9320 and the Native American Heritage Commission (916) 322-7791.	During construction – Mitigation measures shall be included in all construction documents for implementation during construction.	City of Sacramento Department of Transportation, City Preservation Director and Contractor		

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HAZARDS				
HAZARDS 1: WORKER AND PUBLIC SAFETY In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have been made, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor be made available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining subcontractors who possess a California license for hazardous substance removal and remedial actions. Hazardous or contaminated materials may only be removed and disposed from the project site in accordance with the following provisions: a. All work is to be completed in accordance with the following regulations and requirements: 1. Chapter 6.5, Division 20, California Health and Safety Code. 2. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials. b. City of Sacramento Building Code and the Uniform Building Code, 1994 edition. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed. c. 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.	During construction – Mitigation measures shall be included in all construction documents for implementation during construction.	City of Sacramento Department of Transportation, City Preservation Director and Contractor		