

## **RESOLUTION NO. 2011-676**

Adopted by the Sacramento City Council

December 13, 2011

### **DEL PASO BOULEVARD STREETScape PROJECT (T15098400) APPROVAL OF PLANS AND SPECIFICATIONS, APPROPRIATION AND TRANSFER OF FUNDS AND AWARD OF CONSTRUCTION CONTRACT**

#### **BACKGROUND**

- A. The City of Sacramento, Department of Transportation (DOT) partnered with Sacramento Housing and Redevelopment Agency (SHRA) to deliver the Del Paso Boulevard Streetscape Project (T15098400).
- B. The project received two SACOG Community Design Grants, one for \$1,460,000 for the segment between Arden Way and Acoma Street and one for \$1,000,000 for the segment between Southgate Road and Arden Way.
- C. The estimated project cost is \$3.99 million. The Del Paso Boulevard Streetscape Project (T15098400) has an available balance of \$311,354, with the transfer of \$355,000 from the Major Street Improvements Project (T15098000) and the addition of \$2.46 million in federal grant funds from the Sacramento Area Council of Governments (SACOG) there will be adequate funding to complete the project.
- D. Bennett Engineering Services, Inc. was hired in 2009 to perform preliminary engineering, prepare an environmental document, and produce the final Plans, Specification, and Estimates (PS&E) package.
- E. City Council approved the Mitigated Negative Declaration and adopted the Mitigation Monitoring Plan in February 2010.
- F. This project was advertised and bids were received on November 9, 2011. It is recommended that the construction contract be awarded to McGuire & Hester as the lowest responsive and responsible bidder.
- G. Construction is anticipated to be completed in September 2012.

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

- Section 1. The Plans and Specifications for the Del Paso Boulevard Streetscape Project (T15098400) are approved.
- Section 2. A \$2.46 million (Federal Grant, Fund 3703) revenue and expenditure budget in the Del Paso Boulevard Streetscape Project (T15098400) shall be established; and

Section 3. \$355,000 from the Major Street Improvements Project (T15098000) shall be transferred to the Del Paso Boulevard Streetscape Project (T15098400).

Section 4. The City Manager is authorized to execute a construction contract with McGuire & Hester for an amount not to exceed \$2,505,252 for the Del Paso Boulevard Streetscape Project (T15098400).

Section 5. Exhibits A and B are incorporated into and made part of this Resolution.

**Table of Contents:**

Exhibit A: Del Paso Boulevard Streetscape Project (T15098400).

Exhibit B: Contract

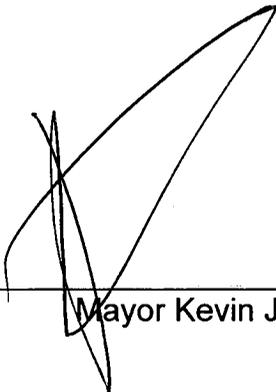
Adopted by the City of Sacramento City Council on December 13, 2011 by the following vote:

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

Noes: None.

Abstain: None.

Absent: None.



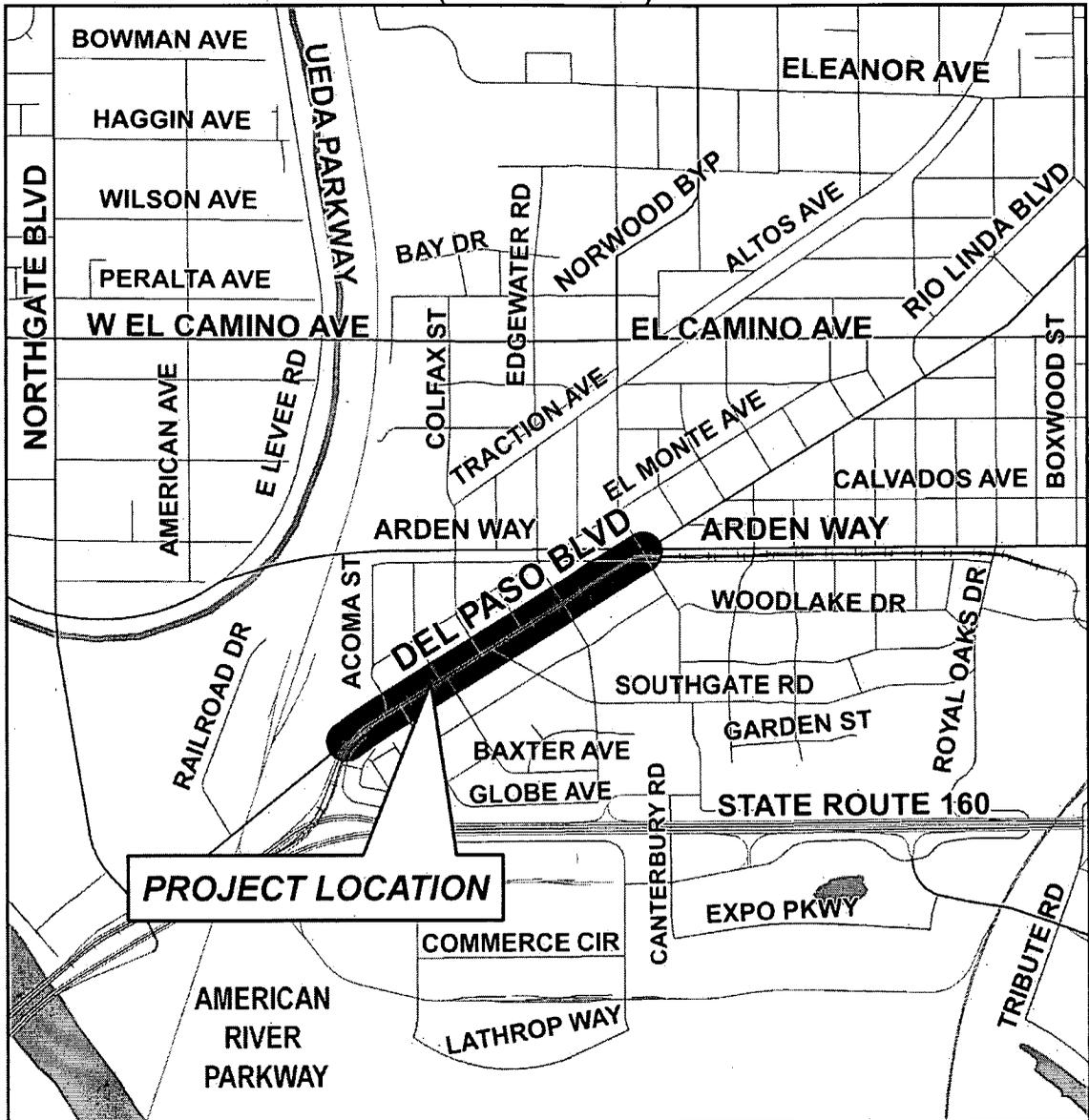
\_\_\_\_\_  
Mayor Kevin Johnson

Attest:

  
\_\_\_\_\_  
Shirley Concolino, City Clerk

# EXHIBIT A

## Location Map for Del Paso Boulevard Streetscape Improvement Project (T15098400)

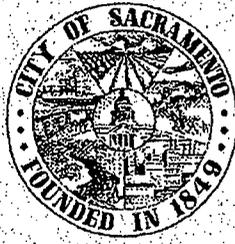


Department of  
**TRANSPORTATION**  
*City of Sacramento*

Map Contact: S. Tobin  
Map Date: JAN.10

0 335 670 1,340 2,010 Feet





---

**SPECIAL PROVISIONS  
NOTICE TO CONTRACTORS  
PROPOSAL AND CONTRACT  
FOR  
DEL PASO BOULEVARD STREETScape PROJECT  
IN  
CITY OF SACRAMENTO  
FEDERAL AID PROJECT NO: CML-5002(141)**

**CITY PROJECT NO: T15098400**

**Non-Refundable Fee**

**\$50.00**

**For use with City of Sacramento Standard Specifications for Public Construction Dated June, 2007, Davis Bacon Wage Rates Dated September 30, 2011 or State of California Prevailing Wage Rates (Higher Rate Prevails) and Labor Surcharge and Equipment Rental Rates.**

---

For Pre-Bid Information Call:  
MATTHEW JOHNS, Project Manager  
TEL: (916) 808-5760  
FAX: (916) 808-7904  
mjohns@cityofsacramento.org

Bids to be received before  
**2:00 P.M., Wednesday, November 2, 2011**  
1<sup>st</sup> Floor, Historic City Hall  
915 I Street, Sacramento, CA 95814

Pre-Bid Meeting:  
Thursday October 20, 2011 at 3:00 P.M.  
Historic City Hall  
915 I Street, Room 2000  
Historic Council Chambers  
Sacramento, CA 95814

Engineer's Construction Estimate: **\$2,052,000** Construction Time: 90 Working Days



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

**Del Paso Boulevard Streetscape Project  
(PN: T15098400)  
Addendum No. 1**

October 31, 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, Matt Johns at (916) 808-5760.

Very truly yours,

Jose R. Ledesma  
Contract Services  
Enclosure

**ADDENDUM - NO. 1**  
**DATE: October 31, 2011**

---

**Del Paso Boulevard Streetscape Project**  
**(PN: T15098400)**

- ITEM 1: The bid opening for this project has been moved to Wednesday, November 9, 2011. The time and location of this bid opening remain unchanged.



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

**Del Paso Boulevard Streetscape Project  
(PN: T15098400)  
Addendum No. 2**

November 3, 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, Matt Johns at (916) 808-5760.

Very truly yours,

Jose R. Ledesma  
Contract Services  
Enclosure

**ADDENDUM - NO. 2**  
**DATE: November 3, 2011**

---

**Del Paso Boulevard Streetscape Project**  
**(PN: T1598400)**

ITEM 1: The Bid opening remains on November 9, 2011.

- ITEM 2: REF: General Project Comments
- Performance and Payment bonds will not be required of the contractor at the time of contract award. The Contractor shall submit the required bonds to the City on or about April 16, 2012, approximately 15 calendar days prior to the anticipated Notice to Proceed.
  - Night and weekend work is expected. Contractor will have to comply with City noise ordinances.
  - Coordination with Regional Transit is critical on this project. See Special Provisions – Item 9.13 – Coordination with Regional Transit.
  - Demolition of the existing sidewalk within one (1) foot of existing buildings shall be done in accordance with the detail as shown on the Plans.
  - Coordination with the Sacramento Regional Conservation Corps will be necessary for landscape installation.

ITEM 3: REF: Special Provision - Item 9.1 - Scope and Location

Please include the following language to Item 9.1 – Scope and Location of the Special Provisions:

The City is currently advertising a smaller construction project that will reconstruct the existing curb, gutter, and sidewalk along the south side of the 1000 block of Del Paso Boulevard. The project will provide on-street parking, relocate an existing street light, install partial bulb-outs, as well as install a new irrigation system. The irrigation system along this block will connect and function as a part of the larger corridor system. The 1000 block of Del Paso Boulevard is within the corridor bound by Arden Way and State Route 160.

The bid opening for the Del Paso Boulevard Streetscape – 1000 Block project is anticipated to be on Wednesday November 16, 2011.

The City prefers to have this and the larger Del Paso Boulevard projects constructed simultaneously in spring 2012.

ITEM 4: REF: Special Provision - Item 9.12 – Coordination

Please replace the provide Regional Transit Dispatcher phone number with the following:

Regional Transit (RT) Dispatcher - (916) 648-8415

ITEM 5: REF: Special Provisions – Bid Item No. 15 – Roadway Excavation and Grading

Please add the following statement after the sixth paragraph:

The Contractor shall exercise extreme care when excavating near existing buildings. Work within one (1) foot of the existing building face shall conform to the detail as shown in Plans.

ITEM 6: REF: Special Provisions – Bid Item No. 19 – 4" PCC Sidewalk to Construct

Please replace the final paragraph with the following:

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing 4" PCC sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM 7: REF: Special Provisions – Bid Item No. 57 – Landscape Planting to Place

Please remove all references to the California Conservation Corps (CCC) and replace them with the Sacramento Regional Conservation Corps (SRCC).

Baldeo Singh will remain the projects point of contact for the SRCC and can be reached at (916) 416-1400.

ITEM 8: REF: Special Provisions – Bid Item No. 58 – 24" Box Trees to Place

Please remove all references to the California Conservation Corps (CCC) and replace them with the Sacramento Regional Conservation Corps (SRCC).

Baldeo Singh will remain the projects point of contact for the SRCC and can be reached at (916) 416-1400.

ITEM 9: REF: Special Provisions – Bid Item No. 59 – Soil Preparation at New Planting Areas

Please remove and replace the second paragraph with the following:

Imported Topsoil:

The Contractor shall supply and install imported topsoil to all new partial bulb-outs and tree wells after excavating 24" of existing soil, paving, and base: as measured from the top of new curb elevation. 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.

ITEM 10: REF: Special Provisions – Bid Item No. 60 – Bark Mulch to Place

Please remove all references to the California Conservation Corps (CCC) and replace them with the Sacramento Regional Conservation Corps (SRCC).

Baldeo Singh will remain the projects point of contact for the SRCC and can be reached at (916) 416-1400.

Please remove and replace the first paragraph with the following:

This item shall consist of purchasing, storing, and supplying the Sacramento Regional Conservation Corps (SRCC) with Bark Mulch as shown on the Plans. The Contractor shall be responsible for directing the SRCC to install a 4" layer using the provided Bark Mulch per plans and in conformance with Section 35 of the Standard Specifications and these Special Provisions.

ITEM 11: REF: Special Provisions – Bid Item No. 68 – Radar Speed Feedback Sign to Install

Please replace the first paragraph with the following:

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the *Trafficalm – Urban Variable Speed Limit Sign – Model No. M75-15VSL-0001*, or approved alternative.

ITEM 12: REF: Questions Received:

*Q: Will the \$75.00 per hour Regional Transit lookout fees and the \$750 Red Tag fee be paid by the City or the Contractor?*

A: The Contractor shall be responsible for all Regional Transit permit and lookout fees.

*Q: Will the Meter and Development fees discussed on Plan Sheet 33 be paid by the City or the Contractor?*

A: The Contractor shall be responsible for the Meter and Development fees associated with the proposed irrigation services, as discussed on Plan Sheet 33.

*Q: General Note #27 on Plan Sheet C-2 states, "When constructing the new storm system, the Contractor shall trench the entire length of the system to verify that the proposed system can be constructed per plan prior to laying pipe, see CSSS-6-10.*

*Is it the City's desire to simultaneously trench and verify the entire proposed storm system prior to laying pipe, specifically the 900 foot and 600 foot trenches proposed on the north and south sides of Del Paso Boulevard?*

A: The proposed storm systems on the north and south sides of Del Paso Boulevard are connected via existing infrastructure at the intersection of Southgate Road/Colfax Avenue/Del Paso Boulevard. Therefore, the Contractor will be expected to trench, verify, and install the proposed drainage improvements one side at a time (i.e. the two trenches in question should not be opened at the same time.)

*Q: Will the City consider adding 60 working days to the current construction schedule?*

A: No.

ITEM 13: REF: Bid Proposal Form

Please replace the Bid Proposal Form with the revised version dated November 3, 2011.

Bid Item #2 (Potholing by Drilling) has been changed to reflect a bid payment per each.

Bid Item #15 (Roadway Excavation and Grading) has been changed to reflect a final pay bid quantity.

Bid Item #16 (Aggregate Base Class 2 to Place) has been changed to reflect a revised bid quantity.

Bid Item #19 (4" PCC Sidewalk to Construct) has been changed to reflect a revised bid quantity.

Bid Item #20 (Modify Curb and Gutter Type 2 to Construct) has been changed to reflect a revised quantity.

Bid Item #24 (6" Concrete Commercial Driveway to Construct) has been changed to reflect a revised bid quantity.

Bid Item #31 (Pull Box to Adjust to Grade) has been changed to reflect a revised bid quantity.

Bid Item #38 (Raised Pavement Markers to Place) has been changed to reflect a revised bid quantity.

ITEM 14: REF: Pay Request Form

Please replace the Pay Request Form with the revised version dated November 3, 2011.

Bid Item #2 (Potholing by Drilling) has been changed to reflect a bid payment per each.

Bid Item #15 (Roadway Excavation and Grading) has been changed to reflect a final pay bid quantity.

Bid Item #16 (Aggregate Base Class 2 to Place) has been changed to reflect a revised bid quantity.

Bid Item #19 (4" PCC Sidewalk to Construct) has been changed to reflect a revised bid quantity.

Bid Item #20 (Modify Curb and Gutter Type 2 to Construct) has been changed to reflect a revised quantity.

Bid Item #24 (6" Concrete Commercial Driveway to Construct) has been changed to reflect a revised bid quantity.

Bid Item #31 (Pull Box to Adjust to Grade) has been changed to reflect a revised bid quantity.

Bid Item #38 (Raised Pavement Markers to Place) has been changed to reflect a revised bid quantity.

ITEM 15: REF: Bid Proposal Guarantee

A revised Bid Proposal Guarantee with a corrected project number is included.

ITEM 16: REF: Pre-Bid Meeting Sign-In Sheet

A copy of the sign-in sheet for the pre-bid meeting held on October 20, 2011 is included.

CITY OF SACRAMENTO  
 Department of Transportation  
 Engineering Services Division  
 TO THE HONORABLE CITY COUNCIL  
 SACRAMENTO, CALIFORNIA:

Bid Proposal  
 Page 1 of 5  
 Revised 11/3/2011

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:

**Del Paso Boulevard Streetscape Project (PN: T15098400)**

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	Preconstruction Photographs	1	LS		
2	Potholing by Drilling	15	EA		
3	Erosion Control (SWPPP)	1	LS		
4	Traffic Control System	1	LS		
5	Tree to Remove	14	EA		
6	Drain Inlet to Remove	9	EA		
7	Storm Drain Pipe to Remove	322	LF		
8	Sign to Remove	21	EA		
9	Traffic Stripe to Remove	1	LS		
10	Pavement Markings to Remove	1	LS		
11	Existing Fire Hydrant to Relocate	1	EA		
12	12-inch Diameter Water Main to Relocate	10	LF		
13	Bus Shelter to Relocate	1	LS		
14	Sign to Relocate	10	EA		
15	Roadway Excavation and Grading	3541 (F)	CY		
16	Aggregate Base Class 2 to Place	3427	TON		
17	Asphalt Concrete (3/4") Pavement to Place	445	TON		
18	Micro-Surfacing (Type II) to Place	21841	SY		
19	4" PCC Sidewalk to Construct	32550	SF		
20	Modify Curb and Gutter Type 2 to Construct	4600	LF		

CITY OF SACRAMENTO  
 Department of Transportation  
 Engineering Services Division

Bid Proposal  
 Page 2 of 5  
 Revised 11/3/2011

21	Rapid Setting Concrete to Place	361	CF		
22	Curb Type 3 to Construct	259	LF		
23	Reinforced Curb and Gutter to Construct	400	LF		
24	6" Concrete Commercial Driveway to Construct	5371	SF		
25	12-inch Diameter Storm Drain Pipe to Install	1920	LF		
26	Connection to Existing Water Distribution System	3	EA		
27	Type B Drop Inlet to Construct	14	EA		
28	Maintenance Hole No. 3 to Construct	13	EA		
29	Maintenance Hole to Adjust to Grade	1	EA		
30	Rain Water Leader to Construct	15	EA		
31	Pull Box to Adjust to Grade	79	EA		
32	Traffic Sign to Place	52	EA		
33	Thermoplastic Traffic Striping (4") to Place	14941	LF		
34	Thermoplastic Traffic Striping (8") to Place	1310	LF		
35	Thermoplastic Traffic Striping (12") to Place	1164	LF		
36	Thermoplastic Traffic Striping (24") to Place	706	LF		
37	Thermoplastic Pavement Markings to Place	3030	SF		
38	Raised Pavement Markers to Place	477	EA		
39	Object Marker (Type K) to Install	9	EA		
40	Pedestrian Barricade to Install	2	EA		
41	Trash Receptacles to Install	12	EA		
42	Manufactured Bicycle Rack (Type A) to install	5	EA		
43	Bicycle Rack (Type B) to install	3	EA		
44	Colored and Stamped PCC sidewalk to Construct	3855	SF		
45	12" square concrete stamp at tree wells to Construct	130	EA		
46	Colored Concrete in Median to Construct	2675	SF		
47	Seeded Glass Band in Median to Construct	725	SF		
48	Precast Concrete Seatwall to Place	6	EA		

CITY OF SACRAMENTO  
 Department of Transportation  
 Engineering Services Division

Bid Proposal  
 Page 3 of 5  
 Revised 11/3/2011

49	Irrigation Water Meter to Install	2	EA		
50	Irrigation Backflow Prevention Device to Install	2	EA		
51	Irrigation Booster Pump Assembly 1	1	EA		
52	Irrigation Booster Pump Assembly 2	1	EA		
53	Automatic Irrigation System to Install	1	LS		
54	Irrigation Control System to Install	2	EA		
55	Conduit System for Irrigation Controller to Install	70	LF		
56	PVC Irrigation Sleeve 2", 4" & 8" to Install	9000	LF		
57	Landscape Planting to Place	1	LS		
58	24" Box Trees to Place	42	EA		
59	Soil preparation at new planting areas	14640	SF		
60	Bark Mulch to Place	15900	SF		
61	Custom Bench to Construct	1	EA		
62	Plant Establishment (1 year)	12	MO		
63	Traffic Signal Modification at Baxter/Barstow	1	LS		
64	Traffic Signal at Colfax/Southgate to Install	1	LS		
65	Traffic Signal Modification at SR160/Del Paso	1	LS		
66	Street Lighting to Install	1	LS		
67	Fiber Optic Interconnect to Install	1	LS		
68	Radar Speed Feedback Sign to Install	1	EA		
69	Light Rail Pre-emption interconnect Cable to Install	1	LS		

(F) – denotes final pay quantity

CONTRACTOR NAME: \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

It is understood that this Bid Proposal is based upon completion of the Work within a period of **NINETY (90) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

In determining the amount bid by each bidder, the City may 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.



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

# SCHEDULE OF VALUES

## V4 - 7/5/11

Revised 11-3-2011

PROJECT NAME: Del Paso Boulevard Streetscape Project  
 CITY PROJECT NUMBER: T15098400  
 CONTRACTOR: (As per City Agreement)  
 REMITTANCE ADDRESS:  
 PHONE NUMBER:  
 INVOICE NUMBER: T15098400-

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 REQUESTS 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	Potholing by Drilling	15	EA									15.00	
3	Erosion Control (SWPPP)	1	LS									1.00	
4	Traffic Control System	1	LS									1.00	
5	Tree to Remove	14	EA									14.00	
6	Drain Inlet to Remove	9	EA									9.00	
7	Storm Drain Pipe to Remove	322	LF									322.00	
8	Sign to Remove	21	EA									21.00	
9	Traffic Stripe to Remove	1	LS									1.00	
10	Pavement Markings to Remove	1	LS									1.00	
11	Existing Fire Hydrant to Relocate	1	EA									1.00	
12	12-inch Diameter Water Main to Relocate	10	LF									10.00	
13	Bus Shelter to Relocate	1	LS									1.00	
14	Sign to Relocate	10	EA									10.00	
15	Roadway Excavation and Grading	3541 (F)	CY									#VALUE!	
16	Aggregate Base Class 2 to Place	3,427	TON									3,427.00	
17	Asphalt Concrete (3/4") Pavement to Place	445	TON									445.00	
18	Micro-Surfacing (Type II) to Place	21,841	SY									21,841.00	
19	4" PCC Sidewalk to Construct	32,550	SF									32,550.00	
20	Modify Curb and Gutter Type 2 to Construct	4,600	LF									4,600.00	
21	Rapid Setting Concrete to Place	361	CF									361.00	
22	Curb Type 3 to Construct	259	LF									259.00	
23	Reinforced Curb and Gutter to Construct	400	LF									400.00	
24	6" Concrete Commercial Driveway to Construct	5,371	SF									5,371.00	
25	12-inch Diameter Storm Drain Pipe to Install	1,920	LF									1,920.00	
26	Connection to Existing Water Distribution System	3	EA									3.00	
27	Type B Drop Inlet to Construct	14	EA									14.00	

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUESTS TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
28	Maintenance Hole No. 3 to Construct	13	EA									13.00	
29	Maintenance Hole to Adjust to Grade	1	EA									1.00	
30	Rain Water Leader to Construct	15	EA									15.00	
31	Pull Box to Adjust to Grade	79	EA									79.00	
32	Traffic Sign to Place	52	EA									52.00	
33	Thermoplastic Traffic Striping (4") to Place	14,941	LF									14,941.00	
34	Thermoplastic Traffic Striping (8") to Place	1,310	LF									1,310.00	
35	Thermoplastic Traffic Striping (12") to Place	1,164	LF									1,164.00	
36	Thermoplastic Traffic Striping (24") to Place	706	LF									706.00	
37	Thermoplastic Pavement Markings to Place	3,030	SF									3,030.00	
38	Raised Pavement Markers to Place	477	EA									477.00	
39	Object Marker (Type K) to Install	9	EA									9.00	
40	Pedestrian Barricade to Install	2	EA									2.00	
41	Trash Receptacles to Install	12	EA									12.00	
42	Manufactured Bicycle Rack (Type A) to Install	5	EA									5.00	
43	Bicycle Rack (Type B) to Install	3	EA									3.00	
44	Colored and Stamped PCC sidewalk to Construct	3,855	SF									3,855.00	
45	12" square concrete stamp at tree wells to Construct	130	EA									130.00	
46	Colored Concrete in Median to Construct	2,675	SF									2,675.00	
47	Seeded Glass Band in Median to Construct	725	SF									725.00	
48	Precast Concrete Seatwall to Place	6	EA									6.00	
49	Irrigation Water Meter to Install	2	EA									2.00	
50	Irrigation Backflow Prevention Device to Install	2	EA									2.00	
51	Irrigation Booster Pump Assembly 1	1	EA									1.00	
52	Irrigation Booster Pump Assembly 2	1	EA									1.00	
53	Automatic Irrigation System to Install	1	LS									1.00	
54	Irrigation Control System to Install	2	EA									2.00	
55	Conduit System for Irrigation Controller to Install	70	LF									70.00	
56	PVC Irrigation Sleeve 2", 4" & 6" to Install	9,000	LF									9,000.00	
57	Landscape Planting to Place	1	LS									1.00	
58	24" Box Trees to Place	42	EA									42.00	
59	Soil preparation at new planting areas	14,640	SF									14,640.00	
60	Bark Mulch to Place	15,900	SF									15,900.00	
61	Custom Bench to Construct	1	EA									1.00	

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUESTS TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
62	Plant Establishment (1 year)	12	MO									12.00	
63	Traffic Signal Modification at Baxter/Barstow	1	LS									1.00	
64	Traffic Signal at Colfax/Southgate to Install	1	LS									1.00	
65	Traffic Signal Modification at SR160/De Paso	1	LS									1.00	
66	Street Lighting to Install	1	LS									1.00	
67	Fiber Optic Interconnect to Install	1	LS									1.00	
68	Radar Speed Feedback Sign to Install	1	EA									1.00	
69	Light Rail Pre-emption Interconnect Cable to Install	1	LS									1.00	

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
CCO Adjusted Contract Amount (Original + Change Orders)	\$0.00	Retention Withheld From Previous Pay Request		This Retention (current work) (10%)		Retention Withheld to Date		
Partial Retention Release (Prior approval is needed before proceeding with partial retention release)		"Retention Released to Date" From Previous Pay Request		Current Retention Release		Retention Released to Date		
		"Total Paid To Date" from Previous Pay Request		This Payment		Total Paid to Date	Supervisor Approval (Print & Sign)	

 Contractor Entered Data  
 PM Entered Data

**KNOW ALL MEN BY THESE PRESENTS,**

That we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_

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

**THE CONDITION OF THIS OBLIGATION IS SUCH**

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

**Del Paso Blvd Streetscape Project (PN: T15098400)**

**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 \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Contractor) (Seal)  
By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Surety)(Seal)  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Agent Name and Address \_\_\_\_\_  
\_\_\_\_\_  
Agent Phone # \_\_\_\_\_  
Surety Phone # \_\_\_\_\_  
California License # \_\_\_\_\_

**ORIGINAL APPROVED AS TO FORM:**

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

City of Sacramento, Department of Transportation

Del Paso Boulevard Streetscape Project (PN: T15098400)  
PRE-BID MEETING SIGN-IN

October 11, 2011

Name	Firm	Phone #	Email	UDBE (Y/N)
Mario Tambellini	Martin Brothers Construction	(916) 381- <del>8944</del> <sup>8941</sup>	mtambellini@martinbrothers.net	Y
JAMES SELLAROS	FEHR & PEERS	916-773-1900	JSELLAROS@FEHRANDPEERS.COM	
JERRY LEATHERS	BIONDI PAVING, INC.	916-383-5982	JLEATHERS@BIONDIPAVING.COM	N
<del>TAMM BAKEL</del>	<del>C/C CONST. INC.</del>	<del>916-434-5886</del>	<del>SANGEL.CC.CONST@SUNWEST.NET</del>	
BEN KOZLOW	McGuire & Heister	916-372-8910	Estimating@mandhcorp.com	N
CHRIS GORGES	MORTON & PITCO (STAKING)	916-927-2400	cgorges@mpengr.com	Y
John Carabahal	Vintage Paving Co.	(630) 795-0132	John.Carabahal@gmail.com	N
John Lister	Lister Construction	(707) 718-0604	JohnL@listorinc.net	N
Diana Sasser	City of Sacramento	916-808-5519	dsasser@cityofsacramento.org	
MIKE MICHEELS	BONNET ENGINEERING	916-733-4100	mmicheels@ben-en.com	
Jose Ledesma	City of Sac - Contracts	916-808-8195	jledesma@cityofsacramento.org	N/A
Angela Edwards	City of Sacramento	916-808-6725	akedwards@cityofsacramento.org	
Matt Johns		916-808-5760	mjohns@cityofsacramento.org	



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

October 4, 2011

**RE: City of Sacramento Construction Contracting Opportunities**

**Del Paso Boulevard Streetscape Project (PN: T15098400).** The existing curb, gutter, and sidewalk along Del Paso Boulevard will be removed/replaced providing irrigated tree wells and half bulb-outs at key intersections between Arden Way and State Route 160. In an effort to enhance the pedestrian safety near the Globe Avenue Regional Transit Station, a single lane road diet will reduce pedestrian crossing distances of northbound Del Paso Boulevard, as well as provide on-street parking. To help facilitate the safety of all modes of transportation, a new traffic signal will be installed at the intersection of Southgate Road, Colfax Street, and Del Paso Boulevard.

The work includes but is not limited to (1) Removal/Replacement of the existing curb, gutter, and sidewalk, (2) installation of an irrigation system, (3) minor drainage improvements, (4) re-surfacing and striping of the entire Del Paso Boulevard corridor, (5) installation of a new traffic signal, (6) modifications to an existing traffic signal, (7) installation of a speed radar sign, (8) installation of street lights, and (6) landscaping of the tree wells and half-bulbs.

**Bids to be received November 2, 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

City Council  
**Del Paso Blvd Streetscape Project (PN: T15098400)**  
October 4, 2011

12. Sacramento Hispanic Chamber of Commerce  
2848 Arden Way, Suite 230, Sacramento, CA 95825
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
19. Builders Exchange of Stockton  
7500 West Lane  
Stockton, CA 95210

Bidders may obtain the Contract Documents at Signature Reprographics, 620 Sunbeam Avenue, Sacramento, CA 95814, 916-454-0800. A non-refundable fee of **\$50.00** will be charged. The construction estimate is **\$2,052,000**. The City Project Manager is **Matthew Johns (916) 808-5760**.

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

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

Respectfully,



Jose R. Ledesma  
Contracts Manager

\*\*\*\*\*

**Important Special Notice**

\*\*\*\*\*

Bidders are advised that, as required by federal law, the City of Sacramento is implementing new Disadvantaged Business Enterprise requirements for Underutilized Disadvantaged Business Enterprises (UDBE). Section 2, "Proposal Requirements and Conditions," under subsection titled "Disadvantaged Business Enterprises (DBE)" and Section 5, "General," under subsection titled "Performance of Subcontractors" of these special provisions cover the UDBE requirements.

\*\*\*\*\*

**PRE-BID MEETING**

All bidders are encouraged, but not required, to attend the pre-bid conference. At this meeting, requirements pertaining to "Disadvantaged Business Enterprise" (DBE) Program will be reviewed and any questions pertaining to the project will be answered. This meeting is also to inform DBEs of subcontracting and material supply opportunities. Bidders who do not attend shall be responsible for all information disseminated at this meeting.

The conference will be held at:

**Historic City Hall  
Historic Council Chambers  
915 I Street  
Sacramento, CA 95814**

For information regarding the DBE Program, contact **Diana Sasser** at (916) 808-5519

**CITY OF SACRAMENTO**  
**Department of Transportation**  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AID PROJECT NO.: CML-5002 (141)  
CITY CONTRACT NO.: T15098400

**NOTICE TO CONTRACTORS**

Sealed proposals and bids for the work entitled:

**DEL PASO BOULEVARD STREETScape PROJECT**  
**(PN: T15098400)**

will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, 915 I Street (Historic City Hall), 1<sup>st</sup> Floor, up to the hour of 2:00 P.M., **Wednesday November 2, 2011**, and will be publicly opened and read at 2:00 P.M., or as soon thereafter as business allows, in Hearing Room on 2<sup>nd</sup> Floor, 915 I Street (Historic City Hall).

**General work description:**

The existing curb, gutter, and sidewalk along the corridor of Del Paso Boulevard bound by State Route 160 and Arden Way will be removed/replaced providing irrigated tree wells, and half bulb-outs at key intersections. In an effort to enhance the pedestrian safety near the Globe Avenue Regional Transit Station, a single lane road diet will reduce pedestrian crossing distances of northbound Del Paso Boulevard, as well as provide on-street parking. To help facilitate the safety of all modes of transportation, a new traffic signal will be installed at the intersection of Southgate Road, Colfax Street, and Del Paso Boulevard.

The work includes (1) Removal/Replacement of the existing curb, gutter, and sidewalk, (2) installation of an irrigation system, (3) minor drainage improvements, (4) re-surfacing and striping of the entire Del Paso Boulevard corridor, (5) installation of a new traffic signal, (6) modifications to an existing traffic signal, (7) installation of a speed radar sign, (8) installation of street lights, and (6) landscaping of the tree wells and half-bulbs.

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.**

The Contractor shall possess a Class A license or a combination of classes required by the categories and type of work included in this contract at the time this contract is awarded.

Bids are required for the entire work described herein. This contract is subject to the State contract nondiscrimination and compliance requirements pursuant to the Government Code Section 12990.

All such proposals received and any work performed thereunder must comply with the requirements of Title 3 of the Sacramento City Code.

Bid protests must be filed 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, 1<sup>st</sup> Floor, Sacramento, CA 95814.

Plans, specifications, and copies of the Sealed Proposal Forms and accompanying documents for bidding this project can only be obtained at

**Signature Reprographics  
620 Sunbeam Avenue  
Sacramento, CA 95814  
(916) 454-0800**

Specifications may be obtained for a  
NON-REFUNDABLE FEE OF \$50.00 PER SET

Bids must be submitted on printed forms supplied in the Contract Documents. Bids must be enclosed in an envelope marked:

**SEALED PROPOSAL AND BIDS  
FOR  
DEL PASO BOULEVARD STREETScape PROJECT**

Technical questions should be directed to the Department of Transportation, to the attention of the Project Manager, Matthew Johns, 915 I Street, Room 2000, Sacramento, California, 95814, or telephone (916) 808-5760.

The successful bidder shall furnish a payment bond and a performance bonds for 100% of the contract amount.

The City of Sacramento hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement; disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at

http://www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

CITY OF SACRAMENTO  
DEPARTMENT OF TRANSPORTATION

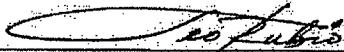
**DEL PASO BOULEVARD STREETScape PROJECT**

Federal Aid Project No.: CML-5002 (141)

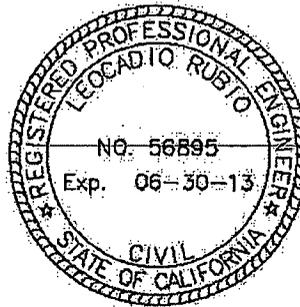
City Project No.: T15098400

**THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR  
UNDER THE DIRECTION OF THE FOLLOWING LICENSED PROFESSIONALS:**

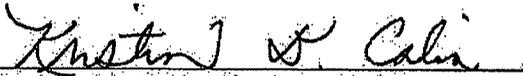
**Civil:**



**Leo Rubio, Registered Civil Engineer**



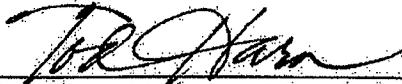
**Street Lighting Electrical:**



**Kristin D. Calia, Registered Civil Engineer**



**Landscape:**



**Tod Hara, Registered Landscape Architect**



## TABLE OF CONTENTS

<b>SECTION NO. 1 - SPECIFICATIONS AND PLANS .....</b>	<b>5</b>
<b>SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS .....</b>	<b>7</b>
2-1.01    GENERAL .....	7
2-1.015  FEDERAL LOBBYING RESTRICTIONS .....	7
2-1.02    DISADVANTAGED BUSINESS ENTERPRISE (DBE) .....	8
<b>SECTION NO. 3 - AWARD AND EXECUTION OF CONTRACT .....</b>	<b>13</b>
3-1.01    GENERAL .....	13
<b>SECTION NO. 4 - BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES .....</b>	<b>14</b>
<b>SECTION NO. 5 - GENERAL .....</b>	<b>15</b>
5.1      LABOR NONDISCRIMINATION .....	15
5.2      PREVAILING WAGE .....	15
5.3      PUBLIC SAFETY .....	15
5.4      YEAR 2000 COMPLIANCE .....	17
5.5      BUY AMERICA REQUIREMENTS .....	17
5.6      REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES .....	17
5.7      SUBCONTRACTOR AND DBE RECORDS .....	18
5.8      DBE CERTIFICATION STATUS .....	18
5.9      PERFORMANCE OF SUBCONTRACTORS AND SUPPLIERS .....	18
5.10     SUBCONTRACTING .....	19
5.11     PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS .....	20
5.12     PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS .....	20
5.13     ENCROACHMENT PERMIT .....	20
5.14     PAYMENTS .....	21
<b>SECTION NO. 6 - (BLANK) .....</b>	<b>22</b>
<b>SECTION NO. 7 - WORKER'S COMPENSATION AND INSURANCE .....</b>	<b>23</b>
7.1      WORKER'S COMPENSATION .....	23
7.2      COMPREHENSIVE AUTO AND GENERAL LIABILITY INSURANCE .....	23
7.3      CERTIFICATE OF INSURANCE .....	23
7.4      WORKER'S COMPENSATION CERTIFICATE .....	23
7.5      FAILURE TO MAINTAIN INSURANCE .....	23
<b>SECTION NO. 8 - MATERIALS (BLANK) .....</b>	<b>24</b>
<b>SECTION NO. 9 - GENERAL REQUIREMENTS .....</b>	<b>25</b>
9.1      SCOPE AND LOCATION OF WORK .....	25
9.2      SPECIFICATIONS .....	25
9.3      ORDER OF WORK .....	25
9.4      COMPLETION TIME .....	26
9.5      PROVIDING BONDS AND SURETY .....	26
9.6      PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS .....	26
9.7      NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET .....	27
9.8      CERTIFICATE OF COMPLIANCE .....	27
9.9      FINAL PAY QUANTITY .....	27
9.10     EQUIPMENT TO BE SUPPLIED .....	27
9.11     HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS .....	27
9.12     COORDINATION .....	28
9.13     Regional transit coordination .....	29
9.14     PROJECT SCHEDULING .....	31
9.15     PROTECTION OF EXISTING IMPROVEMENTS .....	31
9.16     TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE .....	32
9.17     USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION .....	34
9.18     TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING .....	34
9.19     PUBLIC NOTIFICATION .....	34
9.20     REMOVAL OF ON-STREET PARKING .....	35
9.21     EQUIPMENT LIST AND DRAWINGS SUBMITTALS .....	36
9.22     PROOF OF COMPLIANCE WITH CONTRACT .....	36
9.23     BACKFILLING OF VOIDS .....	36
9.24     PAVEMENT CUTTING AND RESTORATION .....	36
9.25     PROTECTION OF TREES .....	37
9.26     TREE TRIMMING .....	37
9.27     STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED .....	39

ITEM NO. 24 -	6" CONCRETE COMMERCIAL DRIVEWAY TO CONSTRUCT .....	79
ITEM NO. 25 -	12-INCH DIAMETER STORM DRAIN PIPE TO INSTALL.....	79
ITEM NO. 26 -	CONNECTION TO EXISTING WATER DISTRIBUTION SYSTEM .....	80
ITEM NO. 27 -	TYPE B DROP INLET TO CONSTRUCT.....	81
ITEM NO. 28 -	MAINTENANCE HOLE NO. 3 TO CONSTRUCT.....	81
ITEM NO. 29 -	MAINTENANCE HOLE TO ADJUST TO GRADE .....	82
ITEM NO. 30 -	RAIN WATER LEADER TO CONSTRUCT.....	82
ITEM NO. 31 -	PULL BOX TO ADJUST TO GRADE .....	82
ITEM NO. 32 -	TRAFFIC SIGN TO PLACE.....	82
ITEM NO. 33 -	THERMOPLASTIC TRAFFIC STRIPING (4") TO PLACE.....	83
ITEM NO. 34 -	THERMOPLASTIC TRAFFIC STRIPING (8") TO PLACE.....	83
ITEM NO. 35 -	THERMOPLASTIC TRAFFIC STRIPING (12") TO PLACE.....	84
ITEM NO. 36 -	THERMOPLASTIC TRAFFIC STRIPING (24") TO PLACE.....	84
ITEM NO. 37 -	THERMOPLASTIC TRAFFIC PAVEMENT MARKINGS TO PLACE.....	84
ITEM NO. 38 -	RAISED PAVEMENT MARKERS TO PLACE .....	84
ITEM NO. 39 -	OBJECT MARKER (TYPE K) TO INSTALL .....	84
ITEM NO. 40 -	PEDESTRIAN BARRICADE TO INSTALL.....	85
ITEM NO. 41 -	TRASH RECEPTACLES TO INSTALL.....	85
ITEM NO. 42 -	MANUFACTURED BICYCLE RACK (TYPE A) TO INSTALL .....	85
ITEM NO. 43 -	BICYCLE RACK (TYPE B) TO INSTALL.....	85
ITEM NO. 44 -	COLORED AND STAMPED PCC SIDEWALK TO CONSTRUCT .....	86
ITEM NO. 45 -	12-INCH SQUARE CONCRETE STAMP AT TREE WELLS TO CONSTRUCT .....	86
ITEM NO. 46 -	COLORED CONCRETE IN MEDIAN TO CONSTRUCT.....	86
ITEM NO. 47 -	SEEDED GLASS BAND IN MEDIAN TO CONSTRUCT .....	87
ITEM NO. 48 -	PRECAST CONCRETE SEATWALL TO PLACE.....	87
ITEM NO. 49 -	IRRIGATION WATER METER TO INSTALL.....	88
ITEM NO. 50 -	IRRIGATION BACKFLOW PREVENTION DEVICES TO INSTALL .....	88
ITEM NO. 51 -	IRRIGATION BOOSTER PUMP ASSEMBLY 1 .....	88
ITEM NO. 52 -	IRRIGATION BOOSTER PUMP ASSEMBLY 2.....	92
ITEM NO. 53 -	AUTOMATIC IRRIGATION SYSTEM TO INSTALL.....	95
ITEM NO. 54 -	IRRIGATION CONTROL SYSTEM TO INSTALL.....	96
ITEM NO. 55 -	CONDUIT SYSTEM FOR IRRIGATION CONTROLLER TO INSTALL.....	102
ITEM NO. 56 -	PVC IRRIGATION SLEEVE 2", 4" & 8" TO INSTALL.....	103
ITEM NO. 57 -	LANDSCAPE PLANTING TO PLACE.....	103
ITEM NO. 58 -	24" BOX TREES TO PLACE.....	104
ITEM NO. 59 -	SOIL PREPARATION AT NEW PLANTING AREAS.....	104
ITEM NO. 60 -	BARK MULCH TO PLACE.....	106
ITEM NO. 61 -	CUSTOM BENCH TO CONSTRUCT .....	106
ITEM NO. 62 -	PLANT ESTABLISHMENT (1 YEAR).....	107
ITEM NO. 63 -	TRAFFIC SIGNAL MODIFICATION - DEL PASO BOULEVARD @ BARSTOW STREET AND BAXTER AVENUE.....	107
ITEM NO. 64 -	TRAFFIC SIGNAL - DEL PASO BOULEVARD @ COLFAX STREET AND SOUTHGATE ROAD TO INSTALL .....	108
ITEM NO. 65 -	TRAFFIC SIGNAL MODIFICATION - DEL PASO BOULEVARD @ STATE ROUTE 160.....	108
ITEM NO. 66 -	STREET LIGHTING TO INSTALL.....	108
ITEM NO. 67 -	FIBER OPTIC INTERCONNECT TO INSTALL .....	109
ITEM NO. 68 -	RADAR SPEED FEEDBACK SIGN TO INSTALL .....	109
ITEM NO. 69 -	LIGHT RAIL PRE-EMPTION INTERCONNECT CABLE TO INSTALL.....	109
<b>SECTION NO. 11 - ELECTRICAL WORK PROVISIONS.....</b>		<b>110</b>
Conduit Material.....		111
Conduit Installation.....		112
Conductors.....		113
Communication Equipment .....		114
CCTV Camera System.....		117
Count Station Systems.....		119
Detector Conductor Loop.....		121
Detector Handholes.....		124
Detector Lead-In Cable.....		124
Emergency Vehicle Detector System – GPS Priority Control System.....		125
Fiber Optic.....		126
High Pressure Sodium Vapor Lamps.....		128
Inspection .....		128
Interconnect Cable .....		128
Ornamental Streetlight – Sealing of Streetlight Pole Foundation.....		139
Mast Arm Mounted Luminaires.....		139
Metered Electrical Service.....		140

**SPECIAL PROVISIONS  
FOR  
DEL PASO BOULEVARD STREETScape PROJECT**

**FEDERAL PROJECT NO.: CML-5002 (141)**

**(PN: T150984000)**

**SECTION NO. 1 - SPECIFICATIONS AND PLANS**

The contract shall be administered in accordance with Sections 1 through 8 of the City Standard Specifications for Public Construction, City of Sacramento, dated June 2007. The work to be performed under this contract shall be in accordance with the Special Provisions contained herein. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the City Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications for the items of work referenced.

In case of conflict in the technical provisions or requirements, the following order of precedence shall govern:

- A. Special Provisions
- B. Plans
- C. City Standard Specifications
- D. Other referenced specifications
- E. State Standard Plans

**Definitions of Terms**

Whenever in the City Standard Specifications, State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract or other contract documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

**DEFINITIONS AND TERMS**

As used herein, unless the context otherwise requires, the following terms have the following meaning:

Department or Department of Transportation: The City of Sacramento, Department of Transportation.

Director or Director of Transportation: Director of Transportation, City of Sacramento.

Engineer: The Director of Transportation of the City of Sacramento, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory: The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

State or State of California: The City of Sacramento.

Transportation Building Sacramento: City Hall, City of Sacramento, State of California.

State Highway Engineer: The Director of Transportation of the City of Sacramento, State of California.

State Standard Specifications: The 2006 edition of the Standard Specifications of the State of California, Department of Transportation.

Standard Specifications: The June 2007 edition of the City of Sacramento Standard Specifications and all addendums.

## **SECTION NO. 2 - PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1.01 GENERAL**

The bidder's attention is directed to the provisions in this Section of these Contract Specifications for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Each proposal shall have listed therein the portion of the work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

### **2-1.015 FEDERAL LOBBYING RESTRICTIONS**

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph F.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.

3. If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- G. When reporting DBE participation, bidders may count the participation of DBE trucking companies as follows:
1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
  2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
  3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
  4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
  5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE;
  6. For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- H. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

This project is subject to Title 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you do not submit the UDBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

### **Good Faith Efforts Submittal**

If you have not met the UDBE goal, complete and submit the "UDBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the UDBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or

## **SECTION NO. 3 - AWARD AND EXECUTION OF CONTRACT**

### **3-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the City Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: City of Sacramento, City Clerk's Office, Historic City Hall, 915 I St, Ste 116, Sacramento, CA 95814

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: (Agency to provide detailed information if this paragraph is used)

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form is included in the Bid Proposal to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Agency as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

## **SECTION NO. 5 - GENERAL**

### **5.1 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the State Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

### **5.2 PREVAILING WAGE**

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the State Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the City of Sacramento. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Payment of prevailing wage must be documented through submission of certified payroll records for the prime contractor and lower tier subcontractors.

**Electronic Web submittal of Labor Compliance Reports began effective May 1, 2007.** Each contractor and every lower-tier subcontractor is be 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.

### **5.3 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the State Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations. – The near edge of the excavation is 12 feet or less from the edge of the lane, except:

included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

#### **5.4 YEAR 2000 COMPLIANCE**

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications for all automated devices furnished for the project. If conflicts exist, the Year 2000 Warranty and Indemnity provisions of the Contract Agreement will prevail.

#### **5.5 BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

#### **5.6 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

UDBEs must perform work or supply materials as listed in the "Local Agency Bidder - UDBE Commitment" form specified under Section 2, "Proposal Requirements and Conditions," of these special provisions. Do not terminate a UDBE listed subcontractor for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the Agency.

The Agency grants authorization to use other forces or sources of materials for requests that show any of the following justifications:

1. Listed UDBE/DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed UDBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed UDBE does not have a valid license under Contractors License Law.
4. Listed UDBE fails or refuses to perform the work or furnish the listed materials.
5. Listed UDBE's work is unsatisfactory and not in compliance with the contract.
6. Listed UDBE delays or disrupts the progress of the work.
7. Listed UDBE becomes bankrupt or insolvent.

If a listed UDBE subcontractor is terminated, you must make good faith efforts to find another UDBE subcontractor to substitute for the original UDBE. The substitute UDBE must perform at least the same amount of work as the original UDBE under the contract to the extent needed to meet the UDBE goal.

The substitute UDBE must be certified as a DBE at the time of request for substitution.

The Agency does not pay for work or material unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this section.

#### **5.10 SUBCONTRACTING**

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Sacramento may exercise the remedies provided under Pub Cont Code § 4110. The City of Sacramento may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

**The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.**

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Full compensation for conforming to the requirements in this permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.

#### **5.14 PAYMENTS**

Attention is directed to Section 8, "Measurement and Payment" of the City Standard Specifications and these special provisions.

After acceptance of the contract pursuant to the provisions in Section 8 of the City Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes herein above listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

## **SECTION NO. 7 - WORKER'S COMPENSATION AND INSURANCE**

### **7.1 WORKER'S COMPENSATION**

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

### **7.2 COMPREHENSIVE AUTO AND GENERAL LIABILITY INSURANCE**

Contractor must provide sufficient broad coverage to include:

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

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

### **7.3 CERTIFICATE OF INSURANCE**

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

### **7.4 WORKER'S COMPENSATION CERTIFICATE**

Contractor shall have this certification completed and filed with the Department of Transportation prior to the execution of the Agreement. The Contractor is made aware of:

"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 the Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

### **7.5 FAILURE TO MAINTAIN INSURANCE**

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

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

## **SECTION NO. 9 - GENERAL REQUIREMENTS**

### **9.1 SCOPE AND LOCATION OF WORK**

These Special Provisions cover, in general, the construction of street improvements on Del Paso Boulevard between 500 feet west of Acoma Street and Arden Way.

The existing curb, gutter, and sidewalk along Del Paso Boulevard will be removed/replaced providing irrigated tree wells and half bulb-outs at key intersections. In an effort to enhance the pedestrian safety near the Globe Avenue Regional Transit Station, a single lane road diet will reduce pedestrian crossing distances of northbound Del Paso Boulevard, as well as provide on-street parking. To help facilitate the safety of all modes of transportation, a new traffic signal will be installed at the intersection of Southgate Road, Colfax Street, and Del Paso Boulevard.

The work includes (1) Removal/Replacement of the existing curb, gutter, and sidewalk, (2) installation of an irrigation system, (3) minor drainage improvements, (4) re-surfacing and striping of the entire Del Paso Boulevard corridor, (5) installation of a new traffic signal, (6) modifications to existing traffic signals, (7) installation of a speed radar sign, (8) installation of street lights, and (6) landscaping of the tree wells and half-bulbs.

### **9.2 SPECIFICATIONS**

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

### **9.3 ORDER OF WORK**

Order of work shall conform to the provisions in Section 5-1.05 "Order of Work," of the State Standard Specifications and these special provisions.

At the end of each working day if a difference in excess of 0.2 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the material involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

In the direction of the travel way, the material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 10% maximum or flatter to the bottom of the elevation.

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.

#### **9.7 NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET**

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

To enter facility:

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

To exit facility:

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

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

#### **9.8 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.

#### **9.9 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.

#### **9.10 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.

#### **9.11 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

- Sacramento Municipal Utility District (SMUD)  
Contractor shall contact Michelle Zuniga, SMUD, at (916) 732-5726, at least 2 months before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.
- 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 7 calendar days before start of construction.
- Regional Transit  
At least three (3) working days prior to working on streets used as bus routes, the Contractor shall notify the Regional Transit (RT) Dispatcher at 321-2897 and notify RT that traffic restrictions will be in effect and that bus stops may be temporarily out of service.

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.

### **9.13 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](mailto: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.

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.

#### **9.14 PROJECT SCHEDULING**

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

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

#### **9.15 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.

5. Night work may be permitted for any improvements within the existing medians and portions of the proposed traffic signal modifications and/or installation with Engineer approval. The Contractor shall submit a written request for approval to perform night work, construction schedule, and approved detour plan (if necessary) a minimum of two (2) weeks prior to the night construction dates. Any and all night work associated with this project must obey the current noise ordinances as defined in Sacramento City Code Chapter 8.68. The Contractor will be responsible for any costs incurred to facilitate night construction (i.e. overtime costs).
6. The Contractor shall stage his/her construction such that the impact to existing on-street parking is minimized. At no time shall any given block be without on-street parking completely. A minimum ten (10) foot wide travel lane must be maintained in each direction of Del Paso Boulevard at all times.

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

7. A detour of the southbound lanes of Del Paso Boulevard shall be established to facilitate construction activities between the State Route 160 on/off ramps and Globe Avenue with Engineer approval. The Contractor shall submit a written request, construction schedule, and approved detour plan a minimum of two (2) weeks prior to any detour implementation.

Prior to submitting a written request, the Contractor shall submit a proposed detour plan for Engineer approval. Once approved, the contractor shall follow steps outlined above to implement the detour.

A Caltrans encroachment permit will be required for any temporary signs, markings, and/or ramp closures proposed within their right-of-way and/or facilities. The Contractor shall be responsible for all costs associated with acquiring the Caltrans encroachment permit.

The cost of developing detour plan and obtaining a Caltrans encroachment permit shall be included in the bid item 4, Traffic Control System.

8. Pedestrian access shall be maintained at all times.
9. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.
10. 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.
11. Residential driveways may only be closed after giving property owners 24 hour notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.

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 submit any public notification flyer and/or postcard to both the Engineer and Department of Transportation Media & Communication Specialist for review and approval a minimum of two (2) weeks prior to public distribution.

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.

## **9.20 REMOVAL OF ON-STREET PARKING**

### **In Metered Parking Areas:**

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

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

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

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

Where parking removal is necessary, at metered parking stalls, the Contractor shall coordinate with the City Parking Division three (3) days in advance and shall be responsible for the payment of parking removal fees (City Code Section 25.122-1). It is recommended that the Contractor consult with the City Parking Division (phone 916-808-5874) prior to submission of his bid to obtain an estimate of the fees for this project. Note: Typical fees are \$29 to bag the first meter and \$5 each additional meter. Daily meter fees are typically \$2.25 each day Monday through Saturday.

### **In Non-Metered Parking Areas:**

Seventy-two (72) hours prior to construction (except Monday work, barricades shall be placed on the prior Thursday), the Contractor shall place signed Type II barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block", at 50 to 60 foot intervals in the work area. The Contractor shall notify the City Parking Division (916-808-5874) prior to placing barricades. No fee is required in Non-metered zones.

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

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

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

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

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

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

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

#### **9.25 PROTECTION OF TREES**

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

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

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

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

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

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

#### **9.26 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:

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

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

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

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

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

#### **9.27 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED**

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

#### **9.28 HEALTH AND SAFETY**

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

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

The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor

This project is Risk Level 1.

#### 9.30.1.1.2 DEFINITIONS AND ABBREVIATIONS

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

**CSMP:** Construction Site Monitoring Program.

**NAL:** Numeric Action Level.

**NEL:** Numeric Effluent Limit.

**NPDES:** National Pollutant Discharge Elimination System.

**NOI:** Notice of Intent.

**normal working hours:** The hours you normally work on this project.

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

**QSD:** Qualified SWPPP Developer.

**QSP:** Qualified SWPPP Practitioner.

**qualified rain event:** A qualified rain event is a storm that produces at least 0.5 inch of precipitation with a 48 hour or greater period between storms.

**REAP:** Rain Event Action Plan.

**RWQCB:** Regional Water Quality Control Board.

**SAP:** Sampling and Analysis Plan.

**SSC:** Suspended Sediment Concentration.

**SWRCB:** State Water Resources Control Board.

**SWPPP:** Storm Water Pollution Prevention Plan.

**WDID:** Waste Discharge Identification Number.

**WPC:** Water Pollution Control.

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

#### 9.30.1.1.3 SUBMITTALS

Within 20 days after contract approval, start the following process for SWPPP approval:

1. Submit 3 copies of the SWPPP and allow 20 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 SWPPP within 15 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete SWPPP is resubmitted.
3. When the Engineer approves the SWPPP, submit an electronic and 4 printed copies of the approved SWPPP.
4. If the RWQCB reviews the approved SWPPP, the Engineer submits one copy of the approved SWPPP to the RWQCB for their review and comment. RWQCBs requiring time to review SWPPPs include:
  - 4.1. Lahontan for projects in the Lake Tahoe Hydrologic Unit and the Mammoth Lakes Hydrologic Unit

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 substances

Employees must receive initial WPC training before working on the job site.  
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

Training for personnel to collect water quality samples must include:

1. SAP review
2. Health and safety review
3. Sampling simulations

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 General 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 serve 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

4. Sampling and analysis
5. Preparation and submittal of:
  - 5.1. NAL exceedance reports
  - 5.2. NEL exceedance reports
  - 5.3. SWPPP annual certification
  - 5.4. Annual reports
  - 5.5. BMP status reports

## **STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

### **9.30:1.2.3 GENERAL**

SWPPP work includes preparing a SWPPP including a CSMP, obtaining SWPPP approval, amending the SWPPP, inspecting and reporting on WPC practices at the job site. The SWPPP must comply with the Preparation Manual and the Permit. The SWPPP must be submitted in place of the water pollution control program under 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 SWPPP must include sections as specified for the project risk level as follows:

1. For risk level 1:
  - 1.1. Schedule
  - 1.2. CSMP
  
2. For risk level 2:
  - 2.1. Schedule
  - 2.2. CSMP
  - 2.3. Adherence to Effluent Standards for NALs
  - 2.4. REAP
  
3. For risk level 3:
  - 3.1. Schedule
  - 3.2. CSMP
  - 3.3. Adherence to Effluent Standards for NALs and NELs
  - 3.4. REAP

The SWPPP must include WPC practices for:

1. 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. Activities or mobile operations related to contractor obtained NPDES permits
3. Construction support facilities

- 3.5. SAP for receiving waters
- 3.6. SAP for temporary active treatment systems

#### **9.30.1.2.7 VISUAL MONITORING**

The WPC Manager must oversee the performance of visual inspections for qualifying rain events. For each qualifying rain event, perform visual inspections and record observations during normal working hours as follows:

1. Record the time, date, and rain gauge reading
2. Observe:
  - 2.1. Within 2 days before the storm:
    - 2.1.1. Drainage areas for spills, leaks, or uncontrolled pollutants
    - 2.1.2. Proper implementation of WPC practices
    - 2.1.3. Storm water storage areas for leaks and adequate freeboard
  - 2.2. Every 24 hours during the storm:
    - 2.2.1. WPC practices for effective operation
    - 2.2.2. WPC practices needing maintenance and repair
  - 2.3. Within 2 days after the storm event:
    - 2.3.1. Discharge locations
    - 2.3.2. WPC practices to evaluate the design, implementation, and effectiveness
    - 2.3.3. To identify where additional WPC practices may be needed

Perform non-stormwater discharge visual inspections as follows:

1. At least once during each of the following periods:
  - 1.1. January through March
  - 1.2. April through June
  - 1.3. July through September
  - 1.4. October through December
2. Observe flowing and contained storm water for the presence of floating and suspended materials, sheen on the surface, discoloration, turbidity, odors, and sources of observed pollutants
3. Observe the job site for the presence of authorized and unauthorized non-stormwater discharges and their sources

The WPC Manager must prepare visual inspection reports that include the following:

1. Name of personnel performing the inspection, inspection date, and date inspection report completed
2. Storm and weather conditions
3. Locations and observations
4. Corrective actions taken

1. Sample identification number
2. Contract number
3. Constituent
4. Reported value
5. Analytical method
6. Method detection limit
7. Reported limit

#### **9.30.1.2.11 SAP FOR NON-VISIBLE POLLUTANTS**

The SAP must include a description of the sampling and analysis strategy for monitoring non-visible pollutants.

The SAP must identify potential non-visible pollutants present at the job site associated with any of the following:

1. Construction materials and waste
2. Existing contamination due to historical site usage
3. Application of soil amendments, including soil stabilization materials, with the potential to change pH or contribute toxic pollutants to storm water

SWPPP drawings must show the locations planned for storage and use of potential non-visible pollutants. The SAP must include sampling procedures for the following conditions when observed during a storm water visual inspection. For each of the following, collect at least one sample for each qualifying storm event:

1. Materials or waste containing potential non-visible pollutants that are not stored under watertight conditions
2. Materials or waste containing potential non-visible pollutants that are stored under watertight conditions, but a breach, leakage, malfunction, or spill is observed; the leak or spill has not been cleaned up before precipitation; and material or waste could discharge non-visible pollutants to surface waters or drainage system
3. Chemical applications, including fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or non-pigmented curing compound used during precipitation or within 24 hours preceding precipitation, and could discharge pollutants to surface waters or drainage system
4. Applied soil amendments, including soil stabilization materials that could change pH levels or contribute toxic pollutants to storm water runoff and discharge pollutants to surface waters or drainage system, unless available independent test data indicates acceptable concentrations of non-visible pollutants in the soil amendment
5. Storm water runoff from an area contaminated by historical usage of the site that could discharge pollutants to surface waters or drainage systems

The SAP must provide sampling procedures and schedule for:

1. Sample collection during the first 2 hours of each rain event that generate runoff
2. Sample collection during normal working hours
3. Each non-visible pollutant source
4. Uncontaminated control sample

Prepare a REAP when the National Weather Service is predicting at least a 50 percent probability of precipitation within 72 hours.

For the REAP, use approved forms and include:

1. Site location
2. Risk level
3. Contact information including 24-hour emergency phone numbers for:
  - 3.1. WPC Manager
  - 3.2. Erosion and sediment control providers or subcontractors
  - 3.3. Storm water sampling providers or subcontractors
4. Storm Information
5. Construction phase information for:
  - 5.1. Highway Construction including active and inactive areas for work activities for building roads and structures
  - 5.2. Plant Establishment including maintenance on vegetation installed for final stabilization where areas are inactive
  - 5.3. Suspension where work activities are suspended and areas are inactive
6. Construction phase information including:
  - 6.1. Construction activities
  - 6.2. Subcontractors and trades on the job site
  - 6.3. Pre-storm activities including:
    - 6.3.1. Responsibilities of the WPC Manager
    - 6.3.2. Responsibilities of the crew and crew size
    - 6.3.3. Stabilization for active and inactive disturbed soil areas
    - 6.3.4. Stockpile management
    - 6.3.5. Corrective actions taken for deficiencies identified during pre-storm visual inspection
  - 6.4. Activities to be performed during storm events including:
    - 6.4.1. Responsibilities of the WPC Manager
    - 6.4.2. Responsibilities of the crew and crew size
    - 6.4.3. BMP maintenance and repair
  - 6.5. Description of flood contingency measures

You must have the REAP onsite at least 24 hours before a predicted rain event. A printed copy of each REAP must be at the job site as part of the SWPPP.

Implement the REAP including mobilizing crews to complete activities no later than 24 hours before precipitation occurs.

## **IMPLEMENTATION REQUIREMENTS**

### **9.30.1.2.16 SWPPP IMPLEMENTATION**

Obtain, install, and maintain a rain gauge at the job site. Observe and record daily precipitation. Monitor the National Weather Service Forecast Office on a daily basis. For forecasts, go to:

1. Samples for each non-visible pollutant source and a corresponding uncontaminated control sample
2. Samples for turbidity, pH, and other constituents as specified
3. At least 3 samples for each day of each qualifying rain event
4. Samples for all locations where the storm water is discharged off-site

Perform sample collection during:

1. First 2 hours of each qualified rain event that produces runoff
2. Normal working hours

If the project is risk level 3, obtain receiving water samples.

You are not required to physically collect samples during dangerous weather conditions such as flooding or electrical storms.

If downstream samples show increased levels, assess WPC practices, site conditions, and surrounding influences to determine the probable cause for the increase.

#### **9.30.1.2.20 INSPECTION**

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

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 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**

##### **9.30.1.2.21 STORM WATER ANNUAL REPORT**

Storm Water Annual Report work includes certifications, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance. The WPC Manager must prepare a Storm Water Annual Report. The report must:

## PAYMENT

The contract lump sum price paid to prepare storm water pollution prevention plan 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 SWPPP and CSMP, inspecting water pollution control practices, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

For projects with 60 working days or less, payments for SWPPP are made as follows:

1. After the Engineer approves the SWPPP, the Department includes up to 75 percent of the bid item price in the monthly progress estimate
2. After contract acceptance, the Department pays for the remaining percentage of the bid item price

For projects with more than 60 working days, payments for SWPPP are made as follows:

1. After the Engineer approves the SWPPP, the Department includes up to 50 percent of the bid item price in the monthly progress estimate
2. The Department pays 40 percent of the bid item price over the life of the contract
3. After contract acceptance, the Department pays for the remaining 10 percent of the bid item

If risk level 2 or 3, the Department pays \$500 for each Rain Event Action Plan submitted. The contract unit price paid for Rain Event Action Plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation and submittal of REAP forms, and monitoring weather forecasts as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of rain event action plans submitted. Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications does not apply.

The Department pays \$2,000 for each Storm Water Annual Report submitted. The contract unit price paid for Storm Water Annual Report includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation and submittal of Storm Water Annual Report as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of storm water annual reports submitted. Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications does not apply.

The work to complete the final Storm Water Annual Report contract item is excluded from Section 7-1.17, "Acceptance of Contract," of the Standard Specifications.

If risk level 2 or 3, the contract unit price paid for storm water sampling and analysis day includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation, collection, analysis, and reporting of storm water samples per qualifying rain event as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of storm water sampling and analysis day. Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications does not apply.

You may request or the Engineer may order laboratory analysis of storm water samples. Laboratory analysis of storm water samples will be paid for as extra work under Section 4-1.03D, "Extra Work," of the Standard Specifications.

The Department does not pay for the preparation, collection, laboratory analysis, and reporting of storm water samples for non-visible pollutants if WPC practices are not implemented before precipitation or if a failure of a WPC practice is not corrected before precipitation.

No compensation will be paid to the Contractor for the repair by City crews of any water laterals accidentally or purposely cut by the Contractor. All work performed by City crews to cut and repair existing water service laterals at the request of the Contractor shall be at the Contractor's expense.

**9.33 MAINTAINING EXISTING ELECTRICAL FACILITIES**

Maintaining Existing Electrical facilities shall be in accordance with Section 34-7 of the Standard Specifications and these Special Provisions.

**9.34 MAINTAINING EXISTING DRAINAGE SYSTEMS**

The Contractor shall be responsible for maintaining existing drainage systems within the limits of the project until any new improvements to be constructed by the project are completed in-place and functioning. Any work performed by City crews to repair and maintain existing drainage systems shall be at the Contractor's expense.

The Contractor shall submit to the Engineer a statement from each vendor supplying electrical equipment, including but not limited to, standards, electroliers, luminaires, 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.

### **9.35.5 MAINTAINING EXISTING ELECTRICAL FACILITIES**

Maintaining Existing Electrical Facilities shall be in accordance with Section 34-7 of the City Standard Specifications and these Special Provisions.

### **9.35.6 SCHEDULING OF WORK**

Scheduling of work shall be in accordance with Section 34-4 of the City Standard Specifications and these Special Provisions. All new standards, conduit, and conductors shall be in operation prior to removing standards to be salvaged, unless otherwise noted.

### **9.35.7 ELECTRICAL COST BREAKDOWN**

**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 contract 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 State 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).

## **SECTION NO. 10 - ITEMS OF THE BID 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 - POTHOLING BY DRILLING**

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

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

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

A total of 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 and be a minimum of 4" AC on 6" Class 2 AB per Standard Drawing No. T-80.

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

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

The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

- a. **Site Cleanup:** The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays.

Daily or as needed, all paved areas within the limits of the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

- b. **Solid Waste Management:** Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.
- c. **Material Storage and Delivery Area:** Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.
- d. **Concrete Waste Management:** The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system. If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the Contractor at his expense.
- e. **Spill Prevention and Control:** The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be held strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by

compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

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

**ITEM NO. 4 - TRAFFIC CONTROL SYSTEM**

Traffic control system shall conform as described in these special provisions, and 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.

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

**ITEM NO. 5 - TREE TO REMOVE**

Removal of trees at those locations shown on the plans shall conform to Section 12 of the Standard Specifications and these Special Provisions and as directed by the Engineer.

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

**ITEM NO. 6 - DRAIN INLET TO REMOVE**

The Contractor shall remove inlets and associated drain pipes where shown on the Plans, as directed by the Engineer, and in accordance with Section 14 of the Standard Specifications and these Special Provisions.

All drain inlet pipe abandoned in place shall be plugged at both ends with two feet of Portland Cement Concrete (PCC). All pipe to be removed shall become the property of the Contractor and shall be disposed of away from the project site. The cost for abandoning and removing of all drain lead pipes shall be included in this item.

Backfilling shall be in accordance with the methods set forth in the State Specification. The relative compaction shall be at least ninety percent (90%), unless otherwise indicated.

Concrete removed shall be disposed of outside the right of way in accordance with the provisions in Section 7-1.13 of the State Specifications.

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

Payment shall be lump sum bid traffic stripe removed regardless of width and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with removing traffic stripes as specified in these Special Provisions and as directed by the Engineer

**ITEM NO. 10 - PAVEMENT MARKINGS TO REMOVE**

Thermoplastic and preformed pavement marking shall be removed to the fullest extent possible from the pavement by grinding. Grinding material left on the pavement as a result of removing markings shall be removed as the work progresses. Accumulations of grinding material, which might constitute a hazard to traffic, will not be permitted.

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

Pavement markings are defined as, but are not limited to, word and symbol markings, parking brackets, and "Triple-four" crosswalks.

Payment shall be lump sum bid pavement markings removed and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with removing pavement markings as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 11 - EXISTING FIRE HYDRANT TO RELOCATE**

Fire hydrant shall be relocated as shown on the Plans and shall conform to Section 27 of the Standard Specifications.

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

**ITEM NO. 12 - 12-INCH DIAMETER WATER MAIN TO RELOCATE**

12" water main shall be relocated as shown on the Plans and shall conform to Section 27 of the Standard Specifications.

Payment shall be at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in relocating the 12" water main as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 13 - BUS SHELTER TO RELOCATE**

Bus shelter shall be relocated as shown on the plans.

and grading as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 16 - AGGREGATE BASE CLASS 2 TO PLACE**

Aggregate base class 2 shall be placed as shown on the Plans and shall conform to Sections 10 and 17 of the Standard Specifications.

Payment shall be at the unit price bid per ton and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in delivering and 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 - ASPHALT CONCRETE (3/4") PAVEMENT TO PLACE**

Asphalt concrete shall be Type A, 3/4" maximum aggregate (coarse) 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 - MICROSURFACING (TYPE II) TO PLACE**

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

**Material:**

The material for microsurfacing shall conform to the following requirements:

**Microsurfacing Emulsion (MSE)**

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

3/8"	100
No. 4	94 - 100
No. 8	65 - 90
No. 16	40 - 70
No. 30	25 - 50
No. 200	5 - 15

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

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

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

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

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

No single aggregate grading or Sand Equivalent test shall represent more than 303 tons or one day's production, whichever is smaller.

**Mix Design:**

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

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

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

Adjustments may be required during construction based on field conditions.

proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

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

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

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

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

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

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

**Mixing and Spreading Equipment:**

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

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

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

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

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

**Placing:**

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

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

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

Microsurfacing Type	Location	Spread Rate
Type II	Full Traffic Width	10 - 20
Type III <sup>1</sup>	Full Traffic Width	20 - 32
Type III <sup>2</sup>	Full Traffic Width	30 - 32

Notes: 1. For microsurfacing over asphalt concrete pavement.  
 2. For microsurfacing over Portland cement concrete pavement and concrete bridge decks.

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

Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 3 inches. Building paper shall be placed at the transverse joints to avoid double placement of the microsurfacing. Other suitable methods to avoid double placement of the microsurfacing will be allowed. Hand tools shall be available to remove spillage.

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

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

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

**ITEM NO. 20 - MODIFIED CURB AND GUTTER TYPE. 2 TO CONSTRUCT**

Portland cement concrete curb and gutter type 2 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

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

The new concrete curb and gutter shall match existing improvements. The curb and gutter shall match existing color by adding one pound of lamp back per cubic yard of concrete.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter type 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 21 - RAPID SETTING CONCRETE TO PLACE**

Rapid setting concrete shall be used to construct driveway D15 and the portion of Modified Type 2 Curb and Gutter between stations 5+05 and 6+53 on eastbound Del Paso Boulevard to minimize impacts to traffic operations. The Contractor shall submit to the Engineer a concrete mix design, for approval, that will obtain a 3,000 psi modulus of rupture 24 hours after placement.

This work shall consist of furnishing, placing, and finishing rapid set concrete. Rapid setting concrete shall be placed in conformance with the details shown on the plans, the provisions of the Standard Specifications, and these special provisions.

The concrete material shall be a high-strength material consisting of either magnesium phosphate concrete, modified high alumina based concrete or portland cement based concrete. Magnesium phosphate concrete shall conform to the requirements for magnesium phosphate concrete in Section 83-2.02D(1), "General," of the Standard Specifications and these special provisions. Modified high alumina based concrete and portland cement based concrete shall be water activated and shall conform to the requirements for single component (water activated) magnesium phosphate concrete in Section 83-2.02D(1), "General," of the Standard Specifications and these special provisions. A clean uniform rounded aggregate filler may be used to extend the concrete. The moisture content of the aggregate shall not exceed 0.5 percent. Grading of the aggregate shall conform to the following:

Sieve Size	Percentage Passing
1/2 in	100
No. 16	0-5

The amount of aggregate filler shall conform to the manufacturer's recommendations, but in no case shall the concrete strengths be less than that specified for magnesium phosphate concrete in Section 83-2.02D(1), "General," of the Standard Specifications. Mixing of components of dual component (with a prepackaged liquid activator) magnesium phosphate shall be by complete units, supplied by the manufacturer. Portions of units shall not be used. Water shall not be added to dual component magnesium phosphate.

#### **ITEM NO. 24 - 6" CONCRETE COMMERCIAL DRIVEWAY TO CONSTRUCT**

Portland cement concrete (PCC) driveways shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to Sections 10, 19, 24 and 38 (DWG.T-21 or T-22) of the Standard Specifications. PCC commercial driveways shall be 6" thick and shall be constructed of Class "C" Portland cement concrete mix. Driveways shall be constructed at a maximum 10:1 slope in planter area and at a maximum 2% where the sidewalk is attached to curb and gutter.

Existing driveway and walkway shall be sawcut at the locations marked by the Engineer in the field.

The City reserves the right to add, eliminate and /or modify any driveway in the field.

Driveway surfacing which has been removed in order to construct new driveway conforms shall be temporarily resurfaced with aggregate base if the time between removal and replacement will exceed three (3) calendar days. Once the existing driveway surfacing has been removed, the driveway conform area shall be maintained in a dust-free, finish graded condition until the permanent driveway conforms are constructed.

The area around reconstructed driveways shall be finished graded as directed by the Engineer.

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

#### **ITEM NO. 25 - 12-INCH DIAMETER STORM DRAIN PIPE TO INSTALL**

Storm drain pipe and fittings, including drain lead connections from drop inlets, shall conform to City Standard Specifications Section 26, except as modified herein. Storm drain pipe with more than 18-inches of cover between the top of the installed pipe and the roadway finish grade shall be either Class III reinforced concrete pipe or SDR 35 PVC pipe, with bedding and initial backfill per City standard Dwg No. T-80. Storm drain pipe with more than 12-inches but less than 18-inches of cover between the top of the installed pipe and the roadway finish grade shall be either Class IV reinforced concrete pipe or AWWA C900 Class 150 (SDR 18) PVC pipe, with bedding and initial backfill per City standard Dwg No. T-80. Storm drain pipe with less than 12-inches of cover between the top of the installed pipe and the roadway finish grade shall also be either Class IV reinforced concrete pipe or AWWA C900 Class 150 (SDR 18) PVC pipe, but with Control Density Fill (CDF, reference Standard Specifications Section 10-16) instead of crushed rock bedding and initial backfill material per City standard Dwg No. T-80.

This item shall include all necessary trenching, bedding, backfilling, and pavement restoration involved in the installation of the storm drain pipe. Pavement restoration shall be at least 6 ½" thick of AC (Type A), over 19" thick AB as specified elsewhere in these special provisions.

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

**Refer to Standard Specifications Section 10-16 CONTROL DENSITY FILL (CDF) for further backfill specifications.**

#### **ITEM NO. 27 - TYPE B DROP INLET TO CONSTRUCT**

Drain Inlets shall conform to Sections 20, 24 and 38 of the Standard Specifications.

Drain inlets shall be precast or cast in place, formed using wood or metal forms. Hand forming of concrete will not be allowed. If cast in place, maximum wall thickness shall be 8-inches.

The grate shall conform for Section 38 of the Standard Specifications. The grate shall be installed so that either end of the grate can be lifted from the frame and removed by pulling parallel to the curb. The grate frame shall be installed between ½ and 1 inch from the face of the open back hood. All joints and all connections between the hardware (grate and hood) and the vertical walls of the drain inlet shall be grouted forming a smooth transition with a light broom finish.

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

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

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

Curb and gutter reconstruction shall match existing geometry and, at the Engineers discretion, extend up to 5 feet in length on either side of the inlet. The cost of curb and gutter reconstruction shall be included in the unit price for this item. Surface restoration shall be in accordance with the appropriate section of these Special Provisions. Pavement cutting shall be perpendicular and parallel to the centerline of the road. Surface restoration due to drain inlet removal and installation shall be paid for as part of this item.

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

#### **ITEM NO. 28 - MAINTENANCE HOLE NO. 3 TO CONSTRUCT**

Maintenance Hole No. 3 shall be constructed where shown on the plans or directed by the Engineer in conformance with Section 25 and Section 38 (DWG. S-70) of the Standard Specifications. Eccentric cones shall not be used unless specified on the Plans or by the Engineer.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work necessary to construct maintenance hole No. 3 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Traffic Signs and Markings section prior to installation of the sign. The Engineer may make adjustments to the proposed sign location in the field.

The Contractor shall use the sign sizes as shown in the State of California, Department of Transportation Traffic Manual, unless specified otherwise on the drawings.

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

Each sign shall have the date of manufacture and a location number stenciled on the backside. Location information shall consist of each sign having an individual number which will be recorded on a clean set of Plans during the sign installation and shall be turned in as part of the "Record Drawings".

**A. Sign Posts**

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

**B. Signal and Street Light Poles**

Place a 3/4-inch stainless steel banded strap and appropriate hardware at both top and bottom of each sign.

**C. Sheeting Grade**

Sheeting Grade shall use ASTM Type 11 or 3M DG Cubed specifications designed to enhance nighttime visibility of traffic control signs and objects. Type 11 or 3M DG Cubed sheeting shall have a precoated adhesive protected by an easily removable liner.

Payment shall be made at the unit price bid per each sign and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing traffic signs on existing posts or new post as shown on plans, as specified in these Special Provisions and as directed by the Engineer.

**ITEM NO. 33 - THERMOPLASTIC TRAFFIC STRIPING (4") TO PLACE**

Thermoplastic traffic stripes, both white and yellow, shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

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

**ITEM NO. 34 - THERMOPLASTIC TRAFFIC STRIPING (8") TO PLACE**

See Item No. 32

**ITEM NO. 40 - PEDESTRIAN BARRICADE TO INSTALL**

The Contractor shall install pedestrian barricade where shown on plans, as directed by the Engineer.

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

**ITEM NO. 41 - TRASH RECEPTACLES TO INSTALL**

This item shall consist of furnishing and placing of manufactured trash receptacles as indicated on the drawing.

A. Trash receptacles shall be manufactured thermoplastic coated heavy-duty ribbed steel receptacle model TR32 with 32 gallon rigid liner as manufactured by Belson (<http://www.belson.com/ttr.htm>) Receptacles shall be model TR32 with 32 gallon capacity having 31" diameter wide rim, 26" diameter opening, 17" diameter base, or approved alternate. Color shall be Mystic blue, or approved alternate.

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

**ITEM NO. 42 - MANUFACTURED BICYCLE RACK (TYPE A) TO INSTALL**

This item shall consist of furnishing and placing of manufactured bicycle rack per manufacturer's instructions and as indicated on the drawings.

Bicycle rack shall be manufactured stainless steel, flanged surface mount bicycle rack made of 2 1/2" diameter pipe shaped in 36" diameter part circle shape, model # HS 2-F-SS Horseshoe Rack as manufactured by Creative Pipe, Inc. or approved alternate.:

Install bicycle racks minimum of 3' away from curb at the edge of street and parallel to the curb. Install rack with the edge minimum of 4' away from planting areas, poles, driveways and other site features. Where multiple racks are indicated provide minimum 42" space in between the racks. Exact installation location shall be field verified by the Engineer.

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

**ITEM NO. 43 - BICYCLE RACK (TYPE B) TO INSTALL**

This item shall consist of installation of bicycle rack furnished and paid by the Owner at the locations indicated on the drawings. Installation will require setting of anchor bolts using a template provided by the Owner. Exact installation location shall be field verified by the Engineer.

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

**ITEM NO. 47 - SEEDED GLASS BAND IN MEDIAN TO CONSTRUCT**

Recycled glass aggregate seeded in colored concrete paving shall be constructed in the median where shown on the Plans. The work shall be performed by a contractor experienced with similar work. A minimum of 3 previous projects of similar type using glass aggregates shall be required. Submit a list and photos of previously completed projects to the Engineer for approval. This item includes close coordination with the work on Item No. 45 above and shall be installed after providing a sample mock-up panel of 4' x 4' minimum size of colored concrete with 12 inches wide by 4 foot long seeded glass band with full range of colors (dark, medium and light blue) for review and approval by the Engineer.

Glass aggregates shall be a mix of #1 (1/8" to 1/4" size) and #2 (1/4" to 3/8") sizes. The color of glass aggregate band shall vary and transition in the following sequence and length: Dark Blue – 100 feet, Medium Blue – 50 feet, Light Blue – 100 feet, Medium Blue – 50 feet, Dark Blue – 100 feet.

The color mix for the above colors shall be as follows:

Dark Blue – 70% Dark Blue, 15% Turquoise Blue, 10% Teal, 5% Light Blue

Medium Blue – 50% Dark Blue, 20% Turquoise Blue, 15% Teal, 15% Light Blue

Light Blue – 15% Dark Blue, 30% Turquoise Blue, 25% Teal, 30% Light Blue

Above glass aggregates are available from The Garden of Glass, <http://www.thegardenofglass.com>

The glass aggregates shall be seeded into freshly poured and floated colored concrete (See Item 43 above) at the rate adequate to cover minimum 90% of the surface. The aggregates shall be lightly tamped into the concrete to embed the aggregates. The seeded glass aggregates to be exposed similarly to exposed aggregate finish by use of cure retarder applied to the surface and washing the concrete surface with water or by lightly washing and brushing with soft bristled broom as needed when the concrete has adequately set but still fresh enough to wash away the surface cement cream covering the aggregates. The exposed surface shall be washed with mild muriatic acid solution to remove cement film. The seeded glass band surface shall be sealed with clear concrete sealant.

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

**ITEM NO. 48 - PRECAST CONCRETE SEATWALL TO PLACE**

This item shall consist of custom decorative precast concrete seatwalls to be constructed in accordance with the detail provided in these plans and specifications. Precast concrete seatwall pieces shall be set on minimum 4" thick concrete base pad or sidewalk where shown on the Plans and conform to the applicable requirements of Section 19, 24 and 38 of the Standard Specifications. Seatwalls shall be set with the seat top level by shimming or other means. Fill any gap between the bottom of precast and the concrete base or sidewalk with grout material supplied by the precast manufacturer. Precast pieces to be anchored to base or sidewalk with steel anchor cast into the precast pieces with epoxy or non-shrink grout.

Provide complete shop drawings for the precast concrete seatwall for review and an approval by the Engineer prior to delivery. Precast walls shall be colored and finished as indicated on the drawings including anti-graffiti coating.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing seat walls as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. Payment for the concrete pad shall be under Item 19.

Assembly, testing, startup, and service by Custom Pump & Power, Inc. Electrical supply to power the booster pump assembly shall be provided by the Contractor. Single-Phase: 230-Volt: 15-Amp breaker for 8-amp load.

A Customflow Quality Booster Packages™ is designed to operate automatically through a control system. The irrigation system must provide (A) the water pressure through the plumbing connection and the (B) control device, The pressure source for the system can be city pressure, gravity, or a pump that creates or boosts the required pressures The control device can be a controller linked with a pump start relay, pressure switch, float switch, or flow switch for automatic operation. The basic function of the system will receive an external electrical signal, close a contact transferring the power to the motor and the pump is activated. When the demand stops, the contacts open and subsequently the pump turns off.

Conditions:

Maximum flow: 16- GPM with 30- PSI boost;

Electrical service: 230-volt single-phase, 15-amp circuit breaker;

24VAC-pump start assembled and mounted above ground in a weatherproof enclosure.

All work shall comply with the 2008 City of Sacramento Standard Specifications and shall meet applicable federal, state, and local building codes, including permits as required.

Design and install booster pump with electrical supply including permits and applicable fees.

Motor and pump sizing according to specifications. Pump brands used (or approved equal):

- Berkeley CB Series only, (B Series not allowed)
- Gould's 3656S
- Sta-Rite J Series
- Franklin Pumps
- Peerless C

Pump control panel to be ETL/UL 508 listed, mounted in NEMA 12 blown and filtered enclosure with main circuit breaker door interlocked handle, Fuji VFD only with DC link choke, drive display on the door, fused 110-volt control, 150VA control transformer, one fault light on door, three control relays, optional output terminal for external fan. Safronics addendum dated 2002 operating system is required. Must be capable of single-phase input and three-phase output with 50% derating.

VFD Booster Specification

General

1. This specification shall establish the minimum requirements for variable frequency duplex control panels. Equipment that does not meet these requirements shall not be acceptable.

Operation Conditions

1. The operating ambient temperature range shall be 0°C to 50°C (32° to 122°F). Storage temperatures shall be between -40°C to 50°C (-40° to 122°F).
2. The relative humidity range shall be 5-95% non-condensing.
3. The variable frequency drives shall be suitable for operation at altitudes up to 3300 ft. without de-rating. Elevation above 3300ft derate 1% per 328Ft up to 9900 ft.
4. The variable frequency drives have been vibration tested in accordance with IEC 68-2-34.
5. The variable frequency drives have been mechanical shock tested in accordance with IEC 68-2-27.
6. The variable frequency drives electromagnetic emissions is in compliance with EN50081-2.
7. The variable frequency drives electromagnetic immunity is in compliance with IEC801 and EN50082-2, and complies with EN61800-3 with built in filter.

4. Transient protection line to line and line to ground.
5. Drive overload trip programmable for normal duty or heavy duty operation.
6. Instantaneous over current trip is 225% of drive rating.
7. Phase loss trip due to DC bus ripple exceeded.
8. Over temperature trips; drive heatsink, control board, and option module monitoring.
9. Protects against phase to phase faults.
10. Protects against phase to ground faults.
11. Electronically protects the motor from overheating due to load conditions.
12. No flow shutdown with programmable auto restart attempts.

#### Quality Assurance

1. All panels shall be 100% tested to ensure proper performance upon delivery.
2. Three Year Warranty. Manufacturer required to provide authorized approval from Emerson/Inertia.
  - IFM Efeator transducer PA3224 with shielded cable.
  - IFM Efeator flow switch S1-5006 with SS adapter and cable.
  - Barksdale temperature switch ML1H H203 with red fault light and reset on panel door.
  - No-Shok liquid filled gauges mounted on intake and discharge manifold.
  - Nibco GD4765-3 butterfly valves with grooved connection line size for bypass and applicable line size for pump suction.
  - Galvanized plumbing within unit are grooved connections and fittings for 2" and larger, painted dark green.
  - Above ground galvanized drop pipes with grooved connections. Underground PVC connections and adaptors.
  - Booster pump assembly to be mounted on a level concrete pad 4" thick with a 3" apron all around including a minimum of three conduits for power and control wires.

Booster Pump Enclosure shall be 48"X 36"X 44", uni-constructed two-piece with pivoting top and no hinges and louvers on two sides for ventilation. Exhaust fan rated for 117 CFM, 115-volt, with finger guard for safety, external single muffin fan hood to shield from exposure. Pump and electrical panel mounted for easy service access. Powder coated dark green exterior and interior, all steel brackets and hardware for supports.

- Space for future flow sensor and meter valve downstream of the booster pump installation to be coordinated with Irrigation Supervisor is required.
- Pumps equipped with mechanical shaft seals, back pull out designs with ample access to junction box.
- Requires recertification for system testing with documentation twelve months following turnover.
- Three year warranty following final acceptance on all equipment.
- Contractor to provide Operation & Maintenance manuals and special tools. (2 sets)
- Contractor to provide as-built for electrical and pumping system after acceptance. (2 sets)
- Contractor to provide equipment and assembly submittals prior to proceeding with work. (3 sets)
- Contractor to contact City Irrigation Supervisor for inspection of in ground plumbing before backfill.

No exceptions to the above allowed.

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

4. The variable frequency drives have been vibration tested in accordance with IEC 68-2-34.
5. The variable frequency drives have been mechanical shock tested in accordance with IEC 68-2-27.
6. The variable frequency drives electromagnetic emissions is in compliance with EN50081-2.
7. The variable frequency drives electromagnetic immunity is in compliance with IEC801 and EN50082-2, and complies with EN61800-3 with built in filter.

#### Standards

1. The panel is UL 508A, cUL 508A, and ETL 508A listed.
2. The panel is designed in accordance with applicable portions of NEMA standards.
3. The panel is compatible with the installation requirements of interpretive codes such as National Electric Code (NEC) and Occupational Safety & Health Act (OSHA).
4. Standard enclosure sizes are 1Hp to 10Hp 200 to 230Volts or 1Hp to 20Hp 480Volts is 24"x 15"x 14", 15Hp 200 to 230Volts 24"x 20" x 14", 20Hp to 30Hp 200 to 230Volts or 480Volt is 30"x 24"x 14"

#### Input Power

1. The panel is to operate on 200 to 240Volts +/-10%, 380 to 480Volts +/-10% single-phase input and three-phase output
2. The frequency is to be 60Hz +/-5%.
3. The MOV voltage of the drive 160 Joules, 1400VDC clamping.

#### Output Power

1. The drive shall be capable of horsepower ratings for 1Hp to 2300Hp and output frequencies up to 3,000Hz. It shall also have an energy save feature with the capability of selecting a V/Hz automatic control function that will modify the V/Hz curve based on light load characteristics that will minimize power consumption.
2. The drive output voltage shall vary with frequency to maintain constant volts/hertz ratio up to base speed (60Hertz) output. Constant or linear voltage output shall be supplied at frequencies greater than base speed (60Hertz).
3. The drive one minute overload current rating shall be 110% of rated current for normal duty loads and 150% torque for heavy duty loads.

#### I/O Specification

1. Seven programmable digital inputs.
2. Digital inputs can be programmed for positive or negative logic.
3. Three analog inputs (Analog 1 0-10VDC, Analog 2 and 3 programmable for 0-10VDC, 0-20Ma, 4-20Ma, 20-0Ma, 20-4Ma, or thermistor input).
4. Two programmable analog outputs (programmable for 0-10VDC, 0-20Ma, or 4-20Ma).
5. Secure Disable input meets EN954-1 cat 3.
6. One programmable dry contact rated 240VAC 2A resistive.
7. 24VDC external input for backup power supply.

#### Features

1. V/Hz standard default mode or can be programmed in open loop vector or rotor flux control mode.
2. Three zero space solution module slots for fieldbus and additional I/O.
3. Smartcard for simple setup and cloning of drive parameters.
4. External 24VDC backup control supply connection.
5. PLC functionality built in with IEC 61131-3 programming language.
6. Built in EMC filter.
7. Built in dynamic brake transistor.

- Contractor to contact City Irrigation Supervisor for inspection of in ground plumbing before backfill.

No exceptions to the above allowed.

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

#### **ITEM NO. 53 - AUTOMATIC IRRIGATION SYSTEM TO INSTALL**

The work to be performed includes furnishing a fully automatic system installed in place without further cost to the Owner.

This item shall consist of furnishing and installing an Automatic Irrigation System as shown on the Plans, in conformance with the applicable paragraphs of Sections 10, 27, 34, and 36 of the Standard Specifications and these Special Provisions.

Pressure Main Line shall be polyvinyl chloride (PVC) plastic pipe, PVC Class 315 integrally molded ring-tite pipe.

Lateral Line (pipe on discharge side of irrigation control valve) shall be polyvinyl chloride (PVC) plastic pipe, PVC Schedule 40.

Plastic Irrigation Pipe Fittings shall be: PVC Schedule 40 at lateral lines; PVC Schedule 80 at mainline (where applicable) and valve manifolds; PVC Schedule 80 ring tite fittings with rubber rings.

Master Valve shall be normally closed with 24V solenoid and a bypass master valve normally open. Master valve's size and type as shown on the drawings; install as per details and manufacturer's specifications. Pull four (4) additional wires in different color from controller to master valve.

Automatic Electric Control Valves shall be Hunter Model ICV-AS, or approved equal, and shall be constructed as specified in Section 10 51. Electric Control Valve sizes as shown on the drawings. Install as per details. Shrub/groundcover valves shall be installed at grade in the planter area in a locking valve box.

Manual Control Valves shall be Nibco Model T-113-K, or approved equal and shall be constructed of all brass as specified in Section 10 52. Gate Valve sizes as shown on the drawings. Install as per details. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.

Valve Boxes shall be installed in conformance with Section 10-52, and Drawing No. LA-3 of the Standard Specifications. Valve boxes for electrical splices shall be gray in color.

Quick Coupling Valves shall be by Hunter, model HQ-44LRC as specified in the plans, or approved equal. The valve shall have a two-piece body, and be capable of operating at pressures up to 150 PSI. The valve body shall be constructed of solid red brass. The cover shall be a self-closing molded rubber cover with yellow color to aid in locating and it shall have a locking rubber cover. The valve body shall have a 1-inch Female National Pipe Thread (FNPT) inlet. The valve shall be opened and closed by a 1-inch, single lug brass key of the same manufacturer having a 3/4-inch Female National Pipe Thread (FNPT) outlet. Quick Coupling shall be placed where shown on the Plans, in concrete valve boxes and shall be installed in conformance with Drawing No. LA-2 and with Section 10-54 of the Standard

warranty inspections from the equipment supplier. No installation will be accepted without proof of warranty.

4. All new computerized irrigation control system components shown on the plans shall be fully operations and able to communicate to City's Central Control Computer at final acceptance.
5. All incidental parts which are not shown on the plans or specified herein and are necessary to complete or modify the existing system shall be furnished and installed as though such parts were shown on the plans or specifications. All systems shall be in satisfactory operation at the time of completion.
6. The contractor shall coordinate with the equipment supplier for verification of radio communication with City's Central Computer. Minor changes caused by actual site conditions shall be made at no cost to the City. All changes to plans and equipment shall be approved by the City Landscape Architect.

## B. Product

### 1. Controllers

All controllers shall have the following specifications and capabilities:

- a. Manufactured by Calsense, model ET2000e and shall be installed per manufacturer's specifications, and as specified herein.
- b. Shall be capable of fully automatic, semi-automatic, and manual operation using a keypad that is an integrated part of the controller. Each controller shall be capable of storing irrigation schedules, monitor and manage flow all without the Central Computer.
- c. Backlit display shall have a minimum of sixteen (16) lines by forty (40) characters so that scrolling through menus is minimized. The display shall allow the user to easily move from screen to screen through an intuitive, self-prompting display so that it is easier for the user to program, read and understand the controller. The controller shall display an area description for each station including the station's location, the type of plant material irrigated and type of irrigation equipment used.
- d. The controller shall have the built-in capacity for sensing flow via a flow meter input and utilizing a master valve without the addition of sensor boards, decoders, or other pieces of equipment.
- e. There shall be a minimum of seven (7) regular irrigation programs with individual station cycle and soak watering, plus two additional syringe/propagation programs each with minimum of six (6) start times, adjustable station run times and with automatic programming capability up to a specific date. When the date is reached the controller shall automatically cease irrigating the manual program.
- f. The controller shall have a water budget feature that provides monthly water volume allotments proportionate to historical evapo-transpiration (ET) which is interactive with all programs, and able to alert the user (via on screen alarms) when the controllers' water usage is more than the user set water budget.
- g. A full year master schedule to allow twelve (12) month programming shall be a standard feature of the controller.
- h. Programming shall be based on a seven (7), fourteen (14), twenty-one (21) or twenty-eight (28) day scheduling and shall be able to irrigate in minutes and as a % of ETo.
- i. The controller shall be able to receive real-time weather data directly from an ET gage and tipping rain bucket, and as a stand-alone controller automatically use the data to calculate appropriate run times for each station without use of a central control system.

- a. The enclosure shall be of a vandal and weather resistant nature manufactured entirely of 304-grade stainless steel, and the top shall be 12 gauge and the body 14 gauge. The main housing shall be louvered upper and lower body to allow for cross flow ventilation. A stainless steel backboard shall be provided for the purpose of mounting electronic and various other types of equipment. The backboard shall be mounted on four stainless steel bolts that will allow for removal of the backboard.
- b. The 38-inch height with flip top shall provide easy access for programming from a standing position under normal installations.
- c. The pre-assembled vandal resistant enclosure by Calsense shall come complete with lightning and surge protection and all terminals shall be factory labeled. The pre-assembled enclosure shall come provided with an On/Off switch to isolate the controller along with a GFI receptacle. An optional radio antenna shall be pre-mounted and connected on SSE-R enclosure. The enclosure shall include 27/8", 1-1/2" thick, 6-pin cylinder, die-cast steel padlock with unique shackles design.
- d. Factory pre-assembled enclosure with controller shall carry a full UL listing.
- e. The enclosure and Calsense installed equipment within shall carry a five (5) year warranty.

3. Conduit

- a. All central control system interconnect conduit and fittings shall be PVC schedule 40 1-inch in size, unless otherwise noted.

4. Wire Splices

- a. Conductors shall be installed with **NO UNDERGROUND** splices unless absolutely necessary and unavoidable. Any and all underground splices that are required to be made must be approved by the City inspector and shall be placed in a suitable type 14 inch by 19 inch valve box for easy access.

5. Pull Boxes shall be fabricated from a durable plastic material resistant to weather, sunlight, and chemical action of soil. Pull boxes shall be a minimum size of 20 inches in length, 15.25 inches in width and 12 inches in height. In paved areas, the pull box shall be a concrete type with a cast iron lid.

6. Ground Rod

- a. A 5/8" by 8-foot ground rod, clamp and #10 wire shall be provided at every satellite location. It shall be installed within a valve box adjacent to the controller enclosure per equipment supplier instructions.
- b. All central control system equipment shall be grounded to conform to requirements of the National Electric Code, Current edition as adopted by the City, and the manufacture specifications. No solder connections will be allowed. Resistance to ground shall be no more than 75ohms.

7. Flow Meter

- b. The Rain Bucket shall accurately measure rainfall in 0.01" increments by means of a tipping and emptying device mounted below the center of the collection dish.
- c. The ET2000-rb controller shall be provided with manufacturer's programming parameters for the following:
  - i. Stop Irrigation;
  - ii. Maximum rain in one hour;
  - iii. Maximum rain in 24 hours;
  - iv. Let rain only build up to.
- d. The Tipping Rain Bucket (model RB-1) shall be supplied by the Calsense factory, Carlsbad, CA to the customer through local distribution.

A. Execution of Work

1. Interconnect Conduit

- a. The interconnect conduit shall be located within the public right-of-way whenever possible. If the conduit is installed outside of the public right a way, an easement shall be provided to the City prior to installation.
- b. Conduit runs shall be installed as shown in the approved plans. The City construction inspector prior to installation shall approve any changes.
- c. The ends of the conduits, whether shop or field cut shall be reamed to remove burrs and rough edges. Cuts shall be made square and true.
- d. The ends of the conduit shall be capped until the pulling of wiring is started.
- e. Conduit shall be installed at a depth not less than 18 inches below finish grade.
- f. Conduit shall be free of soil and debris.
- g. Nylon or polypropylene pull ropes with a minimum tensile strength of 500 pounds shall be installed in all conduits, which are to receive future interconnect cable. At least 2-feet of pull rope shall be extended beyond each end of the conduit run and secured.

2. Interconnect Conductors

- a. All interconnect conductors shall be pulled by hand.
- b. A total of 3-feet of cable shall be left at each satellite assembly and pull box. Sufficient slack shall be left to allow the wire to extend 18 inches above the top of the pull box grade.
- c. The interconnect wire shall be continuous from satellite to satellite. All splices shall occur within the satellite enclosure unless specifically authorized by the City construction Inspector. Splices shall be capable of satisfactory operation under continuous submersion in the water.

3. Pull Boxes

**ITEM NO. 56 - PVC IRRIGATION SLEEVE 2", 4" & 8" TO INSTALL**

Irrigation sleeves shall be sized per plans, placed where called for on the plans and shall be Schedule 80 PVC. Material and placement shall conform to Section 36-8 "Conduit" of the City Standard Specifications and includes trenching, backfill, and paving. Schedule 40 (local) sleeves, connecting planting areas behind curb are not included (part of irrigation system).

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

**ITEM NO. 57 - LANDSCAPE PLANTING TO PLACE**

This item shall consist of purchasing, storing, and supplying the California Conservation Corp (CCC) all shrub plant materials and ground cover plant materials, as shown on the Plans. The Contractor shall be responsible for directing the CCC to install the provided landscape materials per the plans and in conformance with Sections 10-43 and 35 of the Standard Specifications and these Special Provisions.

The CCC point of contact for this project is Baledo Singh, who can be contacted at (916) 416-1400. The Contractor is responsible for all coordination with the CCC.

Once installed, the Contractor will perform a walk-through with the CCC and City Inspector to accept the landscape improvements. The Contractor will then be responsible for the landscaping maintenance period as defined in these Special Provisions. The CCC is simply providing day labor for the installation of landscape planting.

Planting pit backfill mixture shall be as specified in the 24" box trees to place item of these Special Provisions.

After the installation of mulch and throughout the maintenance period, weed control shall be done by hand removing weeds entirely, including the roots. Pre-emergent, selective and non-selective contact herbicide shall not be used on this project.

Submittals:

Product Data and Certificates: For each type of product indicated

1. Plant Materials ordering certificates: Include quantities, sizes (caliper, head, and container), quality, and sources for plant materials.
2. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to the Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.

Payment shall be made at the lump sum price, and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved in Soil Preparation, Finish Grading and purchasing and storing of the landscape planting materials as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. Payment shall also include the inspection and coordination efforts with the CCC.

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 delivery to the site.

**Organic Soil Amendments:**

Organic Soil Amendments shall be first quality organic agricultural products approved for use in organic crop production by OMRI (Organic Materials Review Institute), see [www.OMRI.org](http://www.OMRI.org). Soil amendments that are not approved or are restricted for use shall be applied only after review and written approval by the Landscape Architect. The Landscape Architect shall determine appropriate amendments for the species of plants to be established following review of the soil fertility test results.

Organic Compost shall be a well decomposed, fully stabilized, weed free organic matter source. The product shall be certified through the US Composting Council's (USCC) Seal of Testing Assurance Program (STA) Program (a compost testing and information disclosure program). It shall be derived from agricultural or food waste or yard trimmings. The product shall contain no substances toxic to plants, will possess no objectionable odors and shall not resemble the feedstock (the original materials from which it was derived).

**Organic Soil Amendment Application Rates:** Rates shown are FOR BIDDING PURPOSES ONLY. The Landscape Architect shall establish amendment application rates that are appropriate for the plant species to be established after review of the soil test results. The contract price shall be adjusted up or down to reflect the actual soil amendments required. For estimating purposes, assume the listed rates of application:

- a. Azomite - 6 pounds per 1000 square feet
- b. Compost - 3 cubic yards/ 1000 square feet
- c. Worm castings - ½ Cubic Yard per 2500 square feet
- d. Mycorrhizal Fungi - Use 1 tsp/5cc for small trees and shrubs; 1-4 tablespoons for larger trees.

Soil Preparation of all planting areas shall consist of uniformly spreading and cultivating by means of a mechanical tiller into the top six inches (6") of topsoil, a mixture of above soil amendments at rates recommended by Landscape Architect. Do not disturb soil within 5' of trunks of existing trees. Hand cultivate around roots of existing trees where necessary.

Bark based soil conditioners shall not be used.

**Submittals:**

**Product Data and Certificates:** For each type of product indicated

1. Organic Soil Amendment products: OMRI listed soil amendments only. Submit Manufacturer's certificate.
2. For any manufactured products include Manufacturer's certified analysis of standard products.
3. Compost Analysis: Before delivery of the compost, the supplier will submit a copy of lab analysis performed by a laboratory that is enrolled in the US Composting Council's CAP and is using the approved Test Methods for the Evaluation of Composting and Compost (TMECC).

**Samples for Verification:** For each of the following:

1. Organic Compost: ½ pound required; in sealed plastic bag labeled with composition of materials by percentage of weight and source. Sample shall be taken from the compost delivered to the site immediately after delivery; provide an accurate representation of color, texture, and organic makeup.

**ITEM NO. 62 - PLANT ESTABLISHMENT (1 YEAR)**

This item shall consist of maintaining the landscape planted areas installed in this contract as shown on the plans in conformance with Sections 35-8 "Planting Shrub and Groundcover Areas" through 35-16 "Landscape Maintenance" of the City Standard Specifications and as amended by these Special Provisions.

- A. Start of Maintenance Period shall conform to Section 35-15 "Start of Maintenance Period" of the City Standard Specifications.
- B. Watering shall conform to Section 35-13 "Watering" of the City Standard Specifications and these Special Provisions, using the installed irrigation system.
- C. Plant Replacement shall conform to Sections 35-14 "Replacement" of the City Standard Specifications.
- D. Plant Establishment period or Landscape Maintenance Period shall conform to Section 35-16 "Landscape Maintenance" of the City Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be one (1) year and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance, including maintenance of the irrigation system, shall continue until final acceptance of the work.
- E. Tree and Shrub Maintenance: Trees and shrubs shall be pruned and shaped as directed by the Engineer. Trees shall be restaked as necessary. Maintain watering basins and shrub and groundcover areas free of weeds.
- F. Pre-Final Inspection shall conform to Section 35-17 "Pre-Final Inspection" of the City Standard Specifications and be amended as follows: One (1) year after the Start of Maintenance Period, the Engineer shall conduct a pre-final inspection. At the pre-final inspection or at anytime thereafter, should the Engineer determine that the project meets the requirements of the final acceptance of the work, he may issue final acceptance of the project to the Contractor.
- G. Final Inspection shall conform to Section 35-18 "Final Inspection" of the City Standard Specifications.

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

**ITEM NO. 63 - TRAFFIC SIGNAL MODIFICATION - DEL PASO BOULEVARD @  
BARSTOW STREET AND BAXTER AVENUE**

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal modification at the intersection of Del Paso Boulevard/Barstow Street and Baxter Avenue as indicated on the Plan sheets and these Special Provisions.

Included in the work shall be furnishing and installing traffic signal cabinet with controller and fiber optic communication equipment, conduits, conductors, optical detector system and cables, pull boxes, luminaires, traffic signal displays, accessible pedestrian signals, mounting brackets, foundations, metered service pedestal, traffic signal standards and mastarms, battery back-up system, video detection camera/system, microwave detection system, and all appurtenances shown on the Plans and called for in these Special 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. 67 - FIBER OPTIC INTERCONNECT TO INSTALL**

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the fiber optic interconnect installation as indicated on the Plan sheets and these special provisions.

Included in the work shall be furnishing and installing communication equipment in cabinets, fiber distribution units, splice trays, Ethernet switches, conduits, conductors, fiber optic cable, Ethernet pull boxes, splice vaults and all appurtenances shown on the Plans and called for in these Special 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. 68 - RADAR SPEED FEEDBACK SIGN TO INSTALL**

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the radar speed feedback sign as indicated on the Plan sheets and these special provisions.

Included in the work shall be furnishing and installing, conduits, conductors, foundations, pull boxes, and all appurtenances shown on the Plans and called for in these Special 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. 69 - LIGHT RAIL PRE-EMPTION INTERCONNECT CABLE TO INSTALL**

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the light rail interconnect cable installation as indicated on the Plan sheets and these Special Provisions.

Included in the work shall be furnishing and installing interconnect cable, conduits, pull boxes, conductors, splices and all appurtenances shown on the Plans and called for in these Special Provisions and Sacramento Regional Transit specifications 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.

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.

Ornamental Streetlight - The Contractor shall supply all ornamental streetlight standards, luminaires, and lamps as indicated on the Plans for this project. In addition, the Contractor will provide one set of anchor bolts for each streetlight standard and luminaire to be installed. The Contractor shall construct the foundations for the street lighting standards as indicated on the Plans and as designated by the Engineer. The Contractor shall install the ornamental street lighting standards on the foundations and make all wire connections as directed by the Engineer.

Video Detection Camera/System - The Contractor shall provide Video Detection Camera/System with coax cable and power cable as indicated on the Plans. The Contractor shall install all equipment and make all wire connections as directed by the Engineer. Contractor shall configure and program both the video detection camera/system and traffic signal controller to detect vehicles for a fully functional traffic signal system. The Contractor shall notify the Traffic Signal Maintenance Shop, (916) 433-6314, ten (10) working days prior to the date of installation of equipment. The quantity of equipment are shown on the plan sheets.

Microwave Vehicle Detection System - The Contractor shall provide Microwave Vehicle Detection System as indicated on the Plans. The Contractor shall install all equipment and make all wire connections as directed by the Engineer. The Contractor shall notify the Traffic Signal Maintenance Shop, (916) 433-6314, ten (10) working days prior to the date of installation of equipment. . The quantity of equipment are shown on the plan sheets.

### **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.

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.

#### **Conductors**

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

- Twelve (12) 10/100 ports
- Two (2) 100 BASE-LX (single mode fiber) uplinks
- Enhanced Image (EI) software
- 5-year warranty

Network Switch shall be manufactured by Cisco, Model 2955S-12 or approved equal.

Network switches shall be installed in Type R and Type 332 cabinets at all locations where fiber optic cabling is terminated in the traffic signal cabinet or as noted on the Plans.

For Type R cabinet, network switch shall be mounted on a DIN rail attached to aluminum stock for support. The DIN rail and aluminum stock shall be mounted to the cabinet channel rails.

For Type 332 cabinet, network switch shall be mounted on a DIN Rail Adapter for use on an EIA 19" rack in a 332 cabinet. DIN Rail Adapter shall be by Cisco, Model STK-RACKMNT-2955 or approved equal.

The Contractor is responsible for making all connections per manufacturer recommendations. See Plans for further details.

#### Functional Test

Network Switch shall be installed and wired per the manufacturer's recommendation, the Plans and these Special Provisions. The Network Switch power indicator light shall both be green for both A and B power sources.

#### **C. Power Supply for Network Switch**

Power Supply for Network Switch shall meet the following requirements:

- Compatible with Cisco Catalyst Series 2955 Series industrial grade switch
- DIN rail mountable
- Input: 100-120 VAC or 200-240 VAC, manually selected AC, 50-60 Hz
- Operate under 14 degrees Fahrenheit to 140 degrees Fahrenheit, and under vibration and shock
- Output: 24 VDC, 2.5 amps
- 5-year warranty

Power Supply for Network Switch shall be manufactured by Cisco, Model PWR-2955-AC or approved equal.

Power Supply for Network Switch shall be installed in Type R and Type 332 cabinets.

For Type R cabinet, power supply for network switch shall be mounted on a DIN rail attached to aluminum stock for support. The DIN rail and aluminum stock shall be mounted to the cabinet channel rails.

Equipment shall be manufactured by Actelis, Model ML688 or approved equal.

DSL high speed copper links shall be terminated to interconnect cable per manufacturer's recommendations. The Contractor is responsible for providing a continuous link between intersections. The DSL Network Switch shall be placed on the top shelf inside the traffic signal controller cabinet. The Contractor shall work with the manufacturer's representative and City staff to configure DSL Network Switch to provide the highest speed link possible. Copper pair signal quality results from the DSL Network Switch shall be provided to the City. The Network IP address will be provided to the Contractor by the City.

#### Functional Test

The DSL Network Switch shall be programmed to provide a high speed link over the traffic signal interconnect. The DSL shall be configured to obtain a link speed as specified above; deviation from the specification shall be approved by the Engineer. The network shall transmit IP video at 80% of the approved link speed. Data and video latency shall be minimized.

#### **F. DSL Switch (SFP Module)**

DSL Network Switch SFP module shall meet the following requirements:

- Provide 125 Mbps data rate
- Transmit and receive over single mode fiber using 1310 nm wavelength
- Transmission distance of 15km
- Dual LC connector

Equipment shall be manufactured by Actelis, Model 506R00032 or approved equal.

#### **CCTV Camera System**

The Contractor shall provide and install the following CCTV camera system manufactured by COHU as follows:

COHU-CAMERA 3965-5100 with COHU interface cable CA-297H or approved equal.

The Contractor shall furnish all mounting brackets and hardware to install the CCTV camera on traffic signal pole equipment as specified on the Plans. All wires shall be tied in place and well organized.

The CCTV camera system shall meet the following requirements:

#### **A. Camera**

Camera shall be COHU ELECTRONICS INC. 3965 series camera or approved equal. The camera shall be analog DSP, color CCD and capable of producing no less than 520 horizontal lines of resolution and communicate using the COHU non-proprietary control protocol. It shall have pan, tilt, zoom capabilities with an optical zoom capabilities of a minimum of 35X and be

existing Cameleon Enterprise camera control system located at the City Traffic Operations Center. Each license shall include master software upgrade, if required, technical support, and operation manuals necessary to load, configure, and maintain the control software. The City will load the required master software upgrade on the City Traffic Operations Center (TOC) CCTV Control Servers and Workstations.

### **G. Functional Test**

The camera and video encoder shall be installed and wired per the manufacturer's recommendations and shall power up and have a viewable video feed in the controller cabinet. Camera control cable shall be terminated to video encoder. Camera shall be fully controllable.

### **Count Station Systems**

The purpose of the count station systems is to collect traffic data at mid-block locations. The count station systems shall meet the following requirements:

- Must provide vehicle volume data, headway, gap, occupancy, presence, speed, and 85<sup>th</sup> percentile speed up to 10 traffic lanes
- Must provide vehicle speed data
- Data, management and configuration shall be accessed through an Ethernet network connection
- Detect in all weather
- Vehicle data shall be retrievable for a minimum of one 1 year at 15 min interval
- No splicing shall be allowed in conduits, pull boxes, or poles
- All connections shall be made with factory designated connectors
- Minimum of two years warranty from activation

The Contractor shall supply the entire count station systems including sensors, sensor components, controller cabinet components and all mounting necessary mounting hardware. The count station system shall be wired or wireless as indicated on the Plans.

### **A. Sensors and Sensor Components**

The sensors shall be Wavetronix Smartsensor HD 125, or approved equal. The general sensors requirements are as follows:

- Operating Frequency: 24.0 to 24.25 GHz (K-band)
- Detection Method: Frequency Modulated Continuous Wave Radar
- Zone Resolution: 1 foot (0.3m)
- Time Resolution: 2 msec
- Communications: RS-232 and RS-485 connection
- Power: 8 watts @ 9-36 VDC
- Operating Temperature: -40F to 165F

For wire runs less than 300', the Contractor shall use Alpha 6033-C3 (paired separately, shielded 20 AWG cable), or approved equal. For wire runs greater than 300' but less than 1000', the Contractor shall use Alpha 6023-C3 (paired separately, shielded 18 AWG cable) or approved equal.

#### **D. Configuration**

The Contractor shall configure the count station systems to detect all lanes at the installed location. The sensor shall be aimed per manufacturer's recommendations. The Contractor shall work with the vendor to insure the system is complete. The Contractor shall use a manufacturer's representative as needed to insure the system is fully functioning to the satisfaction of the City.

#### **E. Functional Test**

All required sensor and cabinet complements shall be installed. The Contractor shall ensure that sensors are providing data from all lanes, and all data is being stored. Data should be accurate per manufacturer's specifications. Data shall be able to be remotely accessed.

#### **Detector Conductor Loop**

##### **A. Loop Conductors**

Each loop conductor shall be continuous, unspliced, Type RHW-USE neoprene-jacketed or Type USE crosslinked polyethylene insulated No. 12 stranded copper wire. Conductor insulation thickness shall be 40 mils minimum.

##### **B. Loop Conductor Installation**

Detector loop installation shall conform to these Special Provisions and the State Standard Plans, Sheet ES-5A.

Unless otherwise specified, each loop shall be three (3) turns of conductors for each detector loop. Unless otherwise shown or noted on the Plans, each new detector loop shall be 6' x 6' and centered in the travel lane.

Slots cut in the pavement shall be blown out with compressed air and dried and inspected for any sharp objects or corners which shall be removed prior to installation of loop conductors.

The loop conductors shall be installed in the slots using a 5/16" to 1/4" wooden paddle. As it is installed, the wire shall be kept under slight tension and shall be kept in the slots with suitable cardboard wedges. The cardboard wedges shall not be removed until the loop sealant operation requires removal.

Loop conductors shall be installed without splices and shall terminate in the Nearest pull box. The detector loops shall be joined in the nearest pull box in combination of series and parallel so that

- 5) A final thin layer of sand will then be added to surrounding surface to absorb the excess asphaltic emulsion.
- 6) The traveled way may be opened to vehicular traffic immediately after installation of the asphaltic emulsion and sand loop sealant.

Hot-Melt Rubberized Asphalt Sealant Method

Hot-melt rubberized asphalt sealant shall conform to, and be installed in accordance with State Specifications Section 86-5.01A(5) and as directed by the Engineer.

Sackrit Method

After conductors are installed in the slots cut in the pavement, paint binder shall be applied to all vertical surfaces of slots in accordance with the provisions in Section 94, "Asphaltic Emulsions", of the State Standard Specifications. The slots shall then be filled with asphaltic concrete sealant.

Asphaltic concrete sealant shall be a mixture of sand and liquid asphalt. The percentage of sand in the asphaltic concrete sealant shall conform to the following:

<u>Screen Size</u>	<u>Percentage Passing</u>
#4	100%
#8	91%
#16	63%
#30	39%
#50	24%
#100	10%
#200	7%

The sand shall be uniformly mixed with six percent (6%) SC800 liquid asphalt conforming to Section 93 of the State Standard Specifications.

Temperature of sealant material during installation shall be above 70 degrees F. Air temperature during installation shall be above 50 degrees F. Sealant placed in the slots shall be compacted by use of an eight-inch (8") diameter 1/8" thick steel hand roller or other tools approved by the Engineer. Compacted sealant shall be flush with the pavement surface. Excess sealant remaining after rolling shall be reused. Traffic may be released immediately over compacted material.

C. Abandonment of Loop Conductor

Each detector loop shall be saw-cut in a minimum of two places.

## **Emergency Vehicle Detector System – GPS Priority Control System**

The GPS Emergency Vehicle Detector System shall be fully compatible with the City's existing GPS system. The Contractor shall provide and install the following GPS Emergency Vehicle Detector System equipment manufactured by Global Traffic Technologies (GTT) or approved equal.

### **A. Intersection GPS Emergency Vehicle Detector System Components**

Intersection GPS Emergency Vehicle Detector System components shall include the following:

- Opticom GPS Phase Selector – Model 1000
- Opticom GSP Radio Unit (shaft mount) – Model 1010
- Opticom GPS Auxiliary Interface Panel – Model 1030
- Opticom GPS Card Rack with power supply kit, including harness – Model 1040
- Opticom Intersection Cabling
- Opticom Mounting Hardware

### **B. Vehicle Mounted GPS Emergency Vehicle Kit Components**

Vehicle Mounted GPS Emergency Vehicle Detector Kit components shall include the following:

- Opticom, GPS Radio Antenna, Model 1050
- Opticom GPS Vehicle Control Unit (high priority), Model 1020
- Opticom GPS Vehicle Cabling

### **C. Installation**

The Contractor shall provide, fully install, and configure the GPS Emergency Vehicle Detector System per the Plans and Special Provisions. The Contractor shall terminate all wiring and provide all necessary programming software and electronic manuals. The Contractor shall map approaches, program and configure input/output of all GPS phase selector cards per manufacturer's recommendation and City standards. The Contractor shall install the Auxiliary Interface Panel in controller cabinet and terminate all wiring connections.

The GPS unit shall be mounted to the shaft of the traffic signal mast arm pole using a Pelco Astro Mini Bracket with 90 degree sweep or approved equal. See Plans for further mounting details. All GPS cabling and mounting hardware which includes NPT mounts, nipple/pipe, cable retainers, cover screws, wiring covers, etc. shall be included in the bid price. The GPS unit shall be mounted to allow the maximum GPS signal strength reception from GPS satellites and shall meet manufacturer's recommendations. The mounting location of the GPS unit should be such that the cable run from the GPS unit to the phase selector in the controller cabinet is no more than 250 feet. The GPS unit shall be oriented such that the cable retainer is facing an area from which vehicles will not be approaching and/or per manufacturer's recommendation.

### **D. Functional Test**

7. 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.
8. The Contractor shall install Arnco Bull Line Part #WP12LC (with trace wire) or approved equal with the fiber optic cable.

**C. Fiber Optic Cable Testing (Bare Fiber Testing):**

All testing shall be performed according to the Telecommunications Industry Association (TIA) Technical Service Bulletin TSB-140, "Additional Guidelines for Field – Testing Length, Loss and Polarity of Optical Fiber Cabling Systems."

1. The Contractor may test the fiber optic cable prior to installation, but must test fiber optic cable after installation.
2. The Contractor shall test all fibers in the cable.
3. A continuity test using a power meter shall be used for 12 strand cables less than 200 feet. Power reading shall be provided with test results.
4. The Contractor shall use both a power meter test for continuity and an optical time domain reflectometer (OTDR) to test all other cable spans greater than 12 strands and longer than 200 feet. Proof of Calibration of all fiber optic test equipment may be requested by the inspector at any time, and must be provided along with the test results.
5. The fiber cable shall meet or exceed ANSI/EIA/TIA – 568B.3 and the latest BICSI TDMM Standards.
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 Equipment Calibration Certificate for all fiber test equipment
  - Test Date
7. The Contractor shall provide the test results to the City Inspector. If fiber cable fails to meet cable testing standards and are not approved by the City, the Contractor shall remove the failed fiber optic cable and replace with new fiber optic cable at no additional cost to the City. New fiber optic cable shall be tested according to cable testing requirements in these Special Provisions.

3	Orange/White	Left	Right	Orange/White	3
2	Green/White	Left	Right	Green/White	2
4	Brown/White	Left	Right	Brown/White	4

Interconnect cable shall conform to the following specifications:

12 Twisted Pair Shielded Interconnect Cable - Interconnect cable shall conform to Rural Electrical Association (REA) Specifications: PE-22 for polyethylene insulated and jacketed telephone cable. The cable shall consist of 12 twisted pairs of No. 19 solid copper conductors with an overall shield. Prior to delivery of the cable, Contractor shall furnish the Engineer a certified report of the tests made on the cable to show compliance with the above mentioned specification.

Each end of the cable shall be properly sealed against moisture intrusion and shall be protected against injury.

- a. Cable Installation - The cable shall be installed as shown on the Plans and only under dry conditions. The cable shall only be spliced at the locations shown on the Plans. A minimum of five feet (5') of slack cable shall be left coiled in each pull box. The ends of all cables shall be taped and made waterproof by dipping in an approved sealer prior to being installed in conduit and prior to being left overnight.

Unless otherwise specified by the Engineer, field terminations of interconnect cable in the controller cabinets will be made by Contractor to provide a fully functional system.

- b. Cable Testing After Installation - The interconnect cable shall be installed and ready for cable testing (as specified below, 20 working days prior to anticipated use of said cable).

Each insulated conductor in each length of completed cable, with all other insulated conductors grounded and shield grounded, shall have an insulation resistance of not less than:

Cable Lengths	500 Ft.	1000 Ft.	1500 Ft.	2000 Ft.
Megohms	500	250	160	125

This test shall be made using a 500-volt megohm meter applied for one (1) minute. The test may be terminated within the minute as soon as the measure demonstrates that the specified value has been met or exceeded.

The direct current (D.C.) resistance of each pair shall be measured by connecting each pair together at one end of the cable and loop resistance measured at the other end. The maximum resistance shall be 0.00805 OHMS per linear foot plus or minus 10% for a single #19 AWG conductor.

If the cable being tested fails any one or more of the above tests then the Contractor is obligated to seek out and repair the failure immediately. No extension of time or compensation will be allowed for repair of failure. All tests and corrections of failures shall be documented and shall be available for future reference.

Assemblies must be grounded in accordance with the requirements of the National Electrical Code and applicable local codes.

### 3. Design

Streetlight assembly and all materials used in its manufacture shall meet the requirements of the most current adopted version of the American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" and this specification.

Apparent low bidder shall submit five (5) copies of stamped shop drawings and calculations per AASHTO to the City Engineer for review and approval a maximum two weeks after bid opening. The drawing and calculations shall be stamped and signed by a licensed Engineer in the State of California. Shop drawings shall identify all parts/components (including options), sub-assemblies and its associated part number.

In addition to the requirements of the AASHTO Specification, the post and anchorage shall be designed with a minimum safety factor of two (2) and shall not deflect more than five (5%) percent of the above ground height at full wind loading.

### 4. Factory Certification

Manufacturer shall make factory and all manufacturing processes open for City Quality Control Inspection if requested by the City Engineer. City shall incur all inspection cost.

### 5. Finishing

Exterior surface of the pole base, shaft, and globe holder shall have a smooth or natural finish that shall be uniform along the entire length of the pole assembly.

Sandblast the interior and exterior of the pole to SSPC-SP7 commercial blast and prime one coat Sherwin-Williams B67 recoatable epoxy primer or equivalent epoxy primer 3-6 mils dry film thickness (D.F.T.). Finish one coat Sherwin-Williams polyurethane enamel corothane, polane 2.8 plus or hi-solids polyurethane 2-3 mils (D.F.T.) or an equivalent V.O.C. compliant urethane.

Color shall be Semi-gloss Black.

### 6. Identification

Each pole shall bear an identification tag which shall list the model number of the pole and year of manufacture.

### 7. Material Availability

Manufacturer shall certify to the City that the accepted pole base, shaft, and luminaire is or will become a stock item, readily available with replacement parts for a minimum ten (10) year period.

### 8. Material Certification

Material certifications shall be provided for all ASTM numbers referred to in this specification.

25,000 psi. The fluted shaft shall have sixteen (16) equally spaced Doric flutes, sharp and clear-cut throughout the entire length of the shaft. The radius of the flutes crest shall not exceed the thickness of the metal in the shaft.

Individually rolled flutes or round poles with a separate fluted sheathing will not be acceptable.

Shaft shall be one-piece construction and shall be welded to the cast aluminum base by means of continuously welding the end of the shaft to the outside top of the ornamental base. The complete assembly shall be heat treated to a T6 temper.

Fluted shaft shall be approximately 6.7" x 5.53" x 8.5' and/or 6.7" x 5.3" x 10.5' long.

Fabricated aluminum tenon conforming to 6063-T4 alloy shall be welded to the top of the shaft. Tenon shall have a 3-inch outside diameter with 4 inches of exposed length and a minimum wall thickness of 0.25 inches. It shall be welded to the top of the shaft for mounting and shall be straight with no taper.

Shaft shall be formed true to the pattern and complete in detail.

Contact with dissimilar materials shall meet the requirements of the most current edition of AASHTO.

Shaft interior surface shall be smooth with no protrusions or scratches.

Shaft shall be hollow and have a minimum 2-inch internal clearance extending its length to permit internal wiring from an underground source.

Optional – Shaft shall have an outlet frame integrally welded into the top of the shaft with a 120 volt GFI duplex receptacle rated for outdoor use with weatherproof cover.

## 2. Pole Base

Base shall be cast aluminum alloy 356 per ASTM B26, or B108, and be of one-piece construction permanently mounted to the shaft. The base shall be heat-treated to a T6 temper. The base/shaft connection shall have a close tolerance fit in keeping with good welding practice. The shaft shall be joined to the base with a continuous weld at the outside top of the base.

Base shall conform to the requirements of AA-356-0.F aluminum.

Base shall be one-piece construction with a removable access door. A wiring access hole shall be provided in the top of the base.

Base shall be approximately 18 inches high and 17 inches in diameter at the base bottom.

Base shall be furnished with a reinforced approximate 4" x 8" x 6" handhole opening and be complete with a 1/2 -inch – 13NC grounding provision, handhole cover and attaching hardware.

Base shall have a minimum of four (4) reinforced slots cast into the bottom of the base to accept four (4) 3/4-inch diameter minimum anchor bolts on a 12-inch bolt circle.

Foundation surface must be level in order to accept the base assembly.

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

Prior to City acceptance of a fixture for installation, manufacturer shall submit to the City Engineer for approval information on the fixture and its ballast. Information on the ballast shall include but not be limited to the following:

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

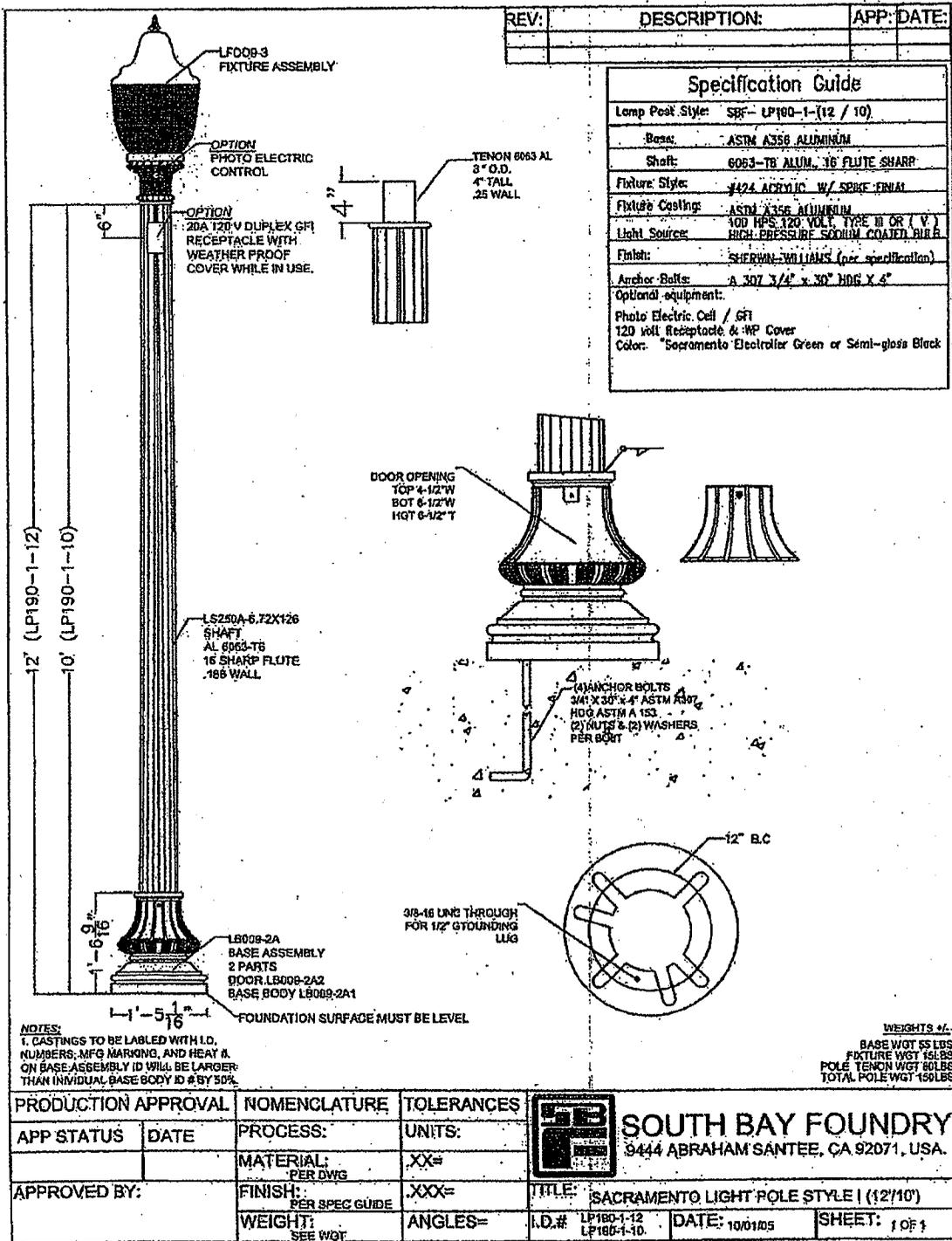
Ballast Loss - Manufacturer shall certify through Sacramento Municipal Utility District (SMUD) that the power consumption of the ballast for 100-watt high-pressure sodium shall not exceed 115 watts with minimal harmonic distortion.

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

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

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

Luminaire shall be designed for two lamp assembly options: 1) 100 watt high pressure sodium, and 2) 85 watt induction lamp.



REV.	DESCRIPTION:	APP.	DATE:

Specification Guide	
Lamp Post Style:	SBF- LP190-1-(12 / 10)
Base:	ASTM A356 ALUMINUM
Shaft:	6063-T6 ALUM. 16 FLUTE SHARP
Fixture Style:	424 ACRYLIC W/ 520K FINIAL
Fixture Casting:	ASTM A356 ALUMINUM
Light Source:	100 HPS, 120 VOLT, TYPE III OR (V) HIGH PRESSURE SODIUM COATED BURE
Finish:	SHERMAN-WILLIAMS (per specification)
Anchor Bolts:	4 307 3/4" x 30" HDG X 4"
Optional equipment:	Photo Electric Cell / GFI 120 volt Receptacle & WP Cover Color: "Sacramento Electrolite Green or Semi-gloss Black"

NOTES:  
 1. CASTINGS TO BE LABELED WITH I.D. NUMBERS, MFG MARKING, AND HEAT #. ON BASE ASSEMBLY ID WILL BE LARGER THAN INDIVIDUAL BASE BODY ID # BY 50%.

WEIGHTS +/-  
 BASE WGT 55 LBS  
 FIXTURE WGT 16 LBS  
 POLE TENON WGT 80 LBS  
 TOTAL POLE WGT 150 LBS

PRODUCTION APPROVAL		NOMENCLATURE		TOLERANCES		 <b>SOUTH BAY FOUNDRY</b> 3444 ABRAHAM SANTEE, CA 92071, USA.
APP STATUS	DATE	PROCESS:	UNITS:	MATERIAL: PER DWG	XX=	
APPROVED BY:		FINISH: PER SPEC GUIDE	XXX=	WEIGHT: SEE WGT	ANGLES=	TITLE: SACRAMENTO LIGHT POLE STYLE I (12/10) I.D.# LP190-1-12 LP190-1-10 DATE: 10/01/05 SHEET: 1 OF 1

### **Ornamental Streetlight – Sealing of Streetlight Pole Foundation**

The concrete for the foundation shall be finished so that the top surface is straight and smooth with a 2% grade conforming to the adjoining sidewalk.

Once the pole is installed and leveled on the anchor bolts, the gap between the base of the pole and the top of the foundation shall be sealed using the following procedure.

1. The bottom surface of the pole base shall be primed using Pecora P-120 or approved equal and the top of the foundation shall be primed using a Pecora P-150 or approved equal. The curing of the concrete used for the foundation or pavement and the application of the primer shall follow the guidelines provided by the manufacturer of the primer and sealant.
2. The gap to be sealed shall be partially filled by pushing in a 1.5" diameter Bi-Cellular Backer Rod (SOF Rod), cut to size, and installed around the bottom perimeter of the pole base, pushed against the anchor bolts. The backer rod product shall be made by Construction Foam Products or approved equal.
3. A one half-inch (1/2") inside diameter drain tube shall be placed in the gap between the base of the pole and its foundation to prevent standing water. The drain tube shall be placed under the backer rod, flush with the finished surface of the concrete, and extending about 2.25" toward the center of the pole base. It shall be placed so that it is following the downward slope of the surrounding sidewalk and top of foundation (about 2%). The drain tube shall be made of PVC with a wall thickness of 1/16" or as approved by the engineer.
4. Once the primer is dry as recommended by the manufacturer, and the backer rod is installed, the Contractor shall apply a silicone sealant, with a minimum thickness of 0.5inch, using Pecora 890FTS or approved equal, tinted to match the surrounding concrete and completely seal the gap between the base and the foundation. The Contractor shall use a masking tape when applying the sealant, in order not to smear the outside of the pole with the sealant material discoloring it.

The sealant shall be smoothed out around the base of the pole, and any excess material removed before it is set to cure as required by the sealant manufacturer.

### **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  $\pm 10\%$  regulation as specified under the heading "Ballasts" in these Specifications. Luminaires shall be 200-watt high pressure sodium vapor lamps unless otherwise specified.

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.

All data transmission cable shall be continuous and access through Ethernet network connection. All connections shall be made at the designated connectors. No splicing shall be allowed in conduits, pullboxes, or poles.

The system shall have a warrantee for a minimum of two years from activation.

The system shall be Wavetronix Smartsensor HD 125, or approved equal. The system general requirements are as follows:

- Model Number: 125
- Operating Frequency: 24.0 to 24.25 GHz (K-band)
- Detection Method: Frequency Modulated Continuous Wave Radar
- Zone Resolution: 1 foot (0.3m)
- Time Resolution: 2 msec
- Communications: RS-232 and RS-485 connection
- Power: 8 watts @ 9-36 VDC
- Operating Temperature: -40F to 165F

The system shall consist of two subsystems, the sensors and the controller cabinet unit.

- Smartsensor HD 125 or equal
- Mounting Brackets
- Cable to controller cabinet (WX-SC-H701-040) ( not required for wireless system)

Sensor Locations:

Each sensor shall be mounted on a roadside pole as shown in the plans or as directed by the engineer. The mounting and positioning of the sensor shall be according to the manufacturer's installation procedures.

Communication Equipment at Sensor			
Wired		Wireless	
Qty	Description	Qty	Description
1	Wavetronix Click 200 data line surge protector for each sensor	1	Wavetronix Click 200 data line surge protector for each sensor
1	NEMA rated enclosure with DIN rail connector	1	Wavetronix click 400 serial to 900 Mhz wireless radio
		1	Wavetronix recommended antenna and connections
		1	NEMA rated enclosure with din rail connector

Traffic Signal Controller cabinet unit:

The equipment shall be capable of interfacing with multiple sensors. Sensors shall be connected to a controller cabinet and shall consist of the following equipment based on communication requirements as noted on plans.

- g. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

**Traffic Signals and Fittings**

**A. Vehicle Signals**

Each mast arm mounted signal head shall be all 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

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.

F. 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 2-inch 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.

G. Traffic Signal Standards

All mounting hardware to be furnished by the Contractor shall be galvanized.

H. Battery Back-Up System (BBS)

The Battery Back-Up System shall comply with the latest California Department of Transportation specifications and requirements. The BBS shall be in complete compliance with City of Sacramento NEMA controllers and cabinets. The battery back-up unit and batteries shall be contained in a separate cabinet. Clarey Model SP1000SN (Plus) or equal.

I. Accessible Pedestrian Signal

1. General

Accessible Pedestrian Signal (APS) is a system that aids street crossings by pedestrians with disabilities. APS consists of three primary components: Pedestrian Interface Units, a Control Unit, and a System Programmer.

The following are minimum requirements for APS.

- vi. Audible "Cuckoo" shall be 1000 Hz and 1250Hz, 600 msec duration, 1.8 sec interval.
  - vii. Each pushbutton activation shall cause an audible click or other forms of tactile feedback.
  - viii. An extended activation on any pushbutton shall mute the entire intersection except the selected crosswalk.
  - ix. All audible tones and sounds shall be synchronized to minimize confusion and audio clutter.
  - h. Vibrotactile shall be integrated into the pushbutton and shall be energized during the WALK interval.
  - i. The PIU shall be speech message capable. When activated, speech message volume shall be adjustable up to a maximum of 89 dB and up to 10 dB above the ambient noise measured at the PIU level.
    - i. Speech messages shall include programmable pushbutton and crossing messages.
      - Pushbutton message shall be, "Wait to cross (name of street) at (name of other street.)"
      - Crossing message shall be, "(Name of street.) Walk signal is on to cross (name of street.)"
      - For exclusive pedestrian phases, the crossing message shall be, "Walk signal is on for all crossings."
    - ii. Speech messages shall repeat at the rate of 1 Hertz from the beginning of the appropriate phase to the end of the phase.
  - j. The PIU shall operate in temperatures between -20 to +150 degrees F.
3. Control Unit: A Control Unit (CU) provides the interface between the traffic signal controller and PIUs. It passes through pedestrian crossing requests from PIUs to the controller while relaying WALK and clearance timing from the controller to PIUs.
- a. The CU shall be a shelf-mounted or rack-mounted unit compatible with TS1, Type 170, and Type 2070 controllers housed in Type R or 33X - series cabinets.
  - b. Each CU shall be able to control up to 12 PIUs.
  - c. The CU shall interface with the controller and PIUs via optically isolated input/output up to 36 volts.

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 and 2070N 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
- Data key

The Contractor shall supply 2070N controllers with the following components:

- Unit Chassis
- 2070-1B Single Board Processor
- 2070-2B NEMA-style Field I/O Module
- 2070-3B 8x40 Front Panel Display
- 2070-4A 10.0 Amp Power Supply Module
- The module must be marked appropriately as a 4A.
- 2070-7B Asynchronous Serial Communications Module, Dual EIA-485
- 2070-8 NEMA Interface Module, with A, B, C, and D plugs
- (Shall be supplied and fully assembled with the) 2070-2B)
- Back cover plates
- Datakey
- The "D" plug adapter

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 2070-2B Module for NEMA style cabinet shall provide an I/O interface to the 2070-8 NEMA interface for NEMA TS1 family cabinets and shall have a C12S connector

11	O	FLASH OUT	CC	O
12	I	RESERVED	J	I
13	I	SYSTEM DET. 8	K	I
14	I	DIAL 5	L	I
15	O	SPECIAL FUNCTION 3 OUT	DD	O
16	I	SPLIT 2	M	I
17	I	SYSTEM DET. 1 (SEQ. #1)	N	I
18	I	SYSTEM DET. 4 (SEQ. #4)	P	I
19	I	SYSTEM ENABLE	R	I
20	I	DIMMING ENABLE	S	I
21	I	CLOCK UPDATE	T	I
22	O	EMERG. PR. 2 OUT	EE	O
23	O	RAILROAD PR. OUT	FF	O
24	I	RESERVED	U	I
25	I	DIAL 2 (SPECIAL FUNCTION 2)	V	I
26	I	FREE/COORD (SPECIAL FUNCTION 1)	W	I
27	I	RESERVED	X	I
28	O	SPECIAL FUNCTION 1 OUT	GG	O
29	I	RESERVED	Y	I
30	I	SYSTEM DET. 5	Z	I
31	I	SYSTEM DET. 3 (SEQ. #3)	a	I
32	O	EMERG. PR. 1 OUT	HH	O
33	I	LOW PRIORITY 1 (PREEMPT 7)	b	I
34	O	EMERG. PR. 3 OUT	JJ	O
35	I	DIAL 3 (SPECIAL FUNCTION 3)	c	I
36	I	RESERVED	d	I
37	I	FLASH STATUS	e	I
38	I	OFFSET 5 (ADD BIT 4)	f	I
39	I	SYSTEM DET. 6	g	I
40	I	SYSTEM DET. 7	h	I
41	I	LOW PRIORITY 4 (PREEMPT 10)	i	I
42	I	LOW PRIORITY 3 (PREEMPT 9)	j	I
43	I	RESERVED	k	I
44	I	RESERVED	m	I
45	I	RESERVED	n	I
46	I	RESERVED	p	I
47	I	SYSTEM DET. 2 (SEQ. #2)	q	I
48	--	LOGIC GND.	PP	--
49	I	EMERG. 1 (PREEMPT 1)	r	I
50	I	EMERG. 2 (PREEMPT 2)	s	I
51	--	RESERVED	KK	--
52	O	RESERVED	LL	O
53	--	LOGIC GND.	PP	--
54	--	LOGIC GND.	PP	--
55	I	EMERG. 3 (PREEMPT 3)	t	I
56	I	EMERG. 4 (PREEMPT 4)	u	I
57	I	RAILROAD 1 (PREEMPT 5)	v	I
58	I	CONFLICT STATUS	w	I
59	--	RESERVED	MM	--
60	I	FLASH COMMAND	x	I

- G. Two and three section signal head controls for light rail vehicles
- H. Advanced warning sign control per transit phase
- I. Recall or actuated operation
- J. 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

- 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

#### **D. 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.

#### **E. 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**

- c. *One (1) set of galvanized anchor bolts shall be included with each cabinet.*
- d. All identification shall be by means of black and white labeling, painted or self-adhesive labels.

### **B. 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. Contact Steve Kieuk at (916)-808-8106 a minimum of five (5) working days in advance to arrange for the delivery.

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.

### **C. 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.

1. Store count data for a minimum of Five days
2. 24-hour count with a variable time sampling rate.
3. Speed data for free flowing segments
4. Occupancy for free flowing segments
5. Vehicle Classify based on length

**Video Detection System Hardware**

*Equipment shall be an Econolite Autoscope Rackvision Terra with Autoscope Image Sensors (AIS) Camera or City Traffic Engineer approved equivalent.*

The following equipment outline is for one approach.

For one approach, RackVision and AIS cameras with NEMA TS2 connections to controller. For intersection with multiple approaches, additional equipment is required.

	Qty	Hardware
Per Leg	1	Autoscope RackVision Terra MVP
	1	Cat5e network patch cable RJ45 Male to RJ45 Male Cat5 Length 3
	1	Autoscope Image Sensors (AIS) Camera
	1	Mounting brackets (model AMBKT15S)
	1	AIS cable to length distance from Camera to Hand Hole Cover
	FT	Coaxial Cable Belden 9290 RG6 or approved equal.
	FT	Camera Power Belden 601203 multi-conductor meeting IMAS Spec 19-1
Per Intersection	1	AIP4 interface panel
	1	SDLC cable (model ACBLP0E05 P/N)for TS2 connection to the controller
	1	NTSC Monitor with BNC interfaces for signal cabinet
		Three (3) years System warrantee from of date of acceptance

For one approach, RackVision and AIS cameras with NEMA TS1 and logic level connection to controller. For intersection with multiple approaches, additional equipment is required.

	Qty	Hardware
Per Leg	1	Autoscope RackVision Terra MVP
	1	MVP Wiring Harness (model 33457G57) for logic inputs/outputs
	1	Autoscope Image Sensors (AIS) Camera
	1	Mounting brackets (model AMBKT15S)
	1	AIS cable to length distance from Camera to Hand Hole Cover
	FT	Coaxial Cable Belden 9290 RG6 or approved equal.
	FT	Camera Power Belden 601203 multi-conductor meeting IMAS Spec

Surge Suppressors shall be manufactured by Tripp-Lite Power Protection, Model ISOBAR6ULTRA or approved equal.

For Type R cabinet, the Surge Suppressor shall be mounted to the cabinet channel rail, and must be wired to the load side of the 15-amp main breaker in the cabinet. For the Type 332 cabinet, the Surge Suppressor shall be mounted on 2" aluminum stock on the back side of the cabinet near the top using the existing 19" rack. The Surge Suppressor must be plugged into the equipment receptacle on the back of the power assembly of the 332 cabinet.

#### **Network Switch**

Network Switch shall meet the following requirements:

- Industrial grade
- DIN rail mountable
- Ethernet connectivity
- Operate under 14 degrees Fahrenheit to 140 degrees Fahrenheit, and under vibration and shock
- Uses copper and fiber uplink options
- Twelve (12) 10/100 ports
- Two (2) 100 BASE-LX (single mode fiber) uplinks
- Enhanced Image (EI) software
- 5-year warranty

Network Switch shall be manufactured by Cisco, Model 2955S-12 or approved equal.

For Type R cabinet, network switch shall be mounted on a DIN rail attached to aluminum stock for support. The DIN rail and aluminum stock shall be mounted to the cabinet channel rails.

For Type 332 cabinet, network switch shall be mounted on a DIN Rail Adapter for use on an EIA 19" rack in a 332 cabinet. DIN Rail Adapter shall be by Cisco, Model STK-RACKMNT-2955 or approved equal.

The Contractor is responsible for making all connections per manufacturer recommendations.

#### **Power Supply for Network Switch**

Power Supply for Network Switch shall meet the following requirements:

- Compatible with Cisco Catalyst Series 2955 Series industrial grade switch
- DIN rail mountable
- Input: 100-120 VAC or 200-240 VAC, manually selected AC, 50-60 Hz
- Operate under 14 degrees Fahrenheit to 140 degrees Fahrenheit, and under vibration and shock
- Output: 24 VDC, 2.5 amps
- 5-year warranty

1. All hardware associated with the video detection system shall be warranted for a minimum of three years.
2. The vendor shall provide all firmware and software upgrades to the City of Sacramento free of charge during the warranty period of the product.
3. Technical support shall be free of charge during the warranty period of the product.
4. Vendor shall provide 24/7 technical support.
5. Vendor shall provide training in the operation, setup, and maintenance of the video detection system, at no additional cost to the city.

The following communication equipment shall be provided, installed and configured per the Plans and Special Provisions.

### **Wiring**

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

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

**SECTION NO. 12 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION  
CONTRACTS**

Final Report Utilization of Disadvantaged Businesses (Exhibit 17-F)  
Disadvantaged Business Enterprises (DBE) Certification Status (Exhibit 17-O)

**SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the **CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS** located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the **CERTIFICATION** referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.**—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture \_\_\_\_\_  
\_\_\_\_\_

2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_  
\_\_\_\_\_

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_  
\_\_\_\_\_

a. Describe the role of the MBE firm in the joint venture.  
\_\_\_\_\_  
\_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_  
\_\_\_\_\_

5. Nature of the joint venture's business \_\_\_\_\_  
\_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? \_\_\_\_\_  
\_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)

Revised 3-95  
08-07-95

FR-1

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions \_\_\_\_\_

b. Management decisions, such as:

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

2. Marketing and sales \_\_\_\_\_

3. Hiring and firing of management personnel \_\_\_\_\_

4. Purchasing of major items or supplies \_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

**Affidavit**

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Revised 3-95  
08-07-95

.....	.....
Name of Firm	Name of Firm
.....	.....
Signature	Signature
.....	.....
Name	Name
.....	.....
Title	Title
.....	.....
Date	Date

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

(Exclusive of Appalachian Contracts)

	Page
I. General .....	3
II. Nondiscrimination .....	3
III. Nonsegregated Facilities .....	5
IV. Payment of Predetermined Minimum Wage .....	6
V. Statements and Payrolls .....	8
VI. Record of Materials, Supplies, and Labor .....	9
VII. Subletting or Assigning the Contract .....	9
VIII. Safety: Accident Prevention .....	10
IX. False Statements Concerning Highway Project .....	10
X. Implementation of Clean Air Act and Federal Water Pollution Control Act.....	10
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion .....	11
XII. Certification Regarding Use of Contract Funds for Lobbying .....	12

**ATTACHMENTS**

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL)

as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

*"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."*

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to

refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such

records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

##### **1. General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

##### **2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

##### **3. Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit

as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

##### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

##### b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

#### 5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

#### 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

#### 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

#### V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

##### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

##### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products, which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

### VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding re-

garding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

*"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

### X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by

submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

## 2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

## XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall

### **Female and Minority Goals**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**Minority Utilization Goals**

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9  25.6   19.6  14.9  9.1  17.1  23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1  14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3  24.3  19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1  26.1  23.6

180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
CA Ventura		
6780 Riverside-San Bernardino-Ontario, CA	19.0	
CA Riverside; CA San Bernardino		
7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7	
CA Santa Barbara		
Non-SMSA Counties	24.6	
CA Inyo; CA Mono; CA San Luis Obispo		
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
	CA San Diego	
Non-SMSA Counties	18.2	
CA Imperial		

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of \_\_\_\_\_:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of \_\_\_\_\_ approval for this submitted information before you start work. The City/County of \_\_\_\_\_ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - 1.1. Meet the your equal employment opportunity responsibilities
  - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program. Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.





## **SECTION NO. 13 - BID PROPOSAL FORMS**

Bid Proposal Form  
Bid Proposal Guarantee  
Drug Free Workplace Policy and Affidavit  
List of Subcontractors  
Non-Discrimination in Employee Benefits Ordinance Certification  
Minimum Qualifications Questionnaire  
Equal Employment Opportunity Certification  
Public Contract Code Section 10285.1 Statement  
Public Contract Code Section 10162 Questionnaire  
Public Contract Code Section 10232 Statement  
Non Collusion Affidavit  
Debarment and Suspension Certification  
Nonlobbying Certification for Federal-Aid Contracts  
Disclosure of Lobbying Activities Form and Instructions  
Local Agency Bidder - UDBE Commitment (Exhibit 15-G(1))  
UDBE Information – Good Faith Efforts (Exhibit 15-H)  
Local Agency Bidder - DBE Information (Exhibit 15-G(2))  
Excerpts from the California Labor Code Relating to Apprentices on Public Works  
Green Contracting Survey  
DUNS Form  
Title VI Language  
Bidders List (Exhibit 12-G, part I & II)

**BID PROPOSAL FORMS**

---

**PLEASE REMOVE AND**

**COMPLETE**

**THE FOLLOWING DOCUMENTS**

**AND**

**SUBMIT AS**

**THE BID PROPOSAL**

**PACKAGE**



**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.

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

McGuire & Hester

**BID PROPOSAL FORMS**

---

**PLEASE REMOVE AND**

**COMPLETE**

**THE FOLLOWING DOCUMENTS**

**AND**

**SUBMIT AS**

**THE BID PROPOSAL**

**PACKAGE**

McGUIRE AND HESTER



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

Updated 7/23/2011 @ 10:36:19 AM

**McGUIRE AND HESTER**



**BID PROPOSAL CHECKLIST**

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

<u>Included</u> Please (✓)	<u>Pages</u>
<input checked="" type="checkbox"/> Bid Proposal Form	1 – 5
<input checked="" type="checkbox"/> Bid Proposal Guarantee	1 only
<input checked="" type="checkbox"/> Drug Free Work Place Certification	1 only
<input checked="" type="checkbox"/> List of Subcontractors	1 only
<input checked="" type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
<input checked="" type="checkbox"/> Minimum Qualifications Questionnaire	1 – 6
<input checked="" type="checkbox"/> Equal Employment Opportunity Certification	1 only
<input checked="" type="checkbox"/> Public Contract Code Section 10285.1 Statement and Public Contract Code Section 10162 Questionnaire	1 only
<input checked="" type="checkbox"/> Public Contract Code Section 10232 Statement	1 only
<input checked="" type="checkbox"/> Non Collusion Affidavit	1 only
<input checked="" type="checkbox"/> Debarment and Suspension Certification	1 only
<input checked="" type="checkbox"/> Non-lobbying Certification for Federal-Aid Contracts	1 only
<input checked="" type="checkbox"/> Disclosure of Lobbying Activities Form and Instructions	1 - 2
<input checked="" type="checkbox"/> Local Agency Bidder – UDBE Commitment (Exhibit 15-G(1))*	1 - 2
<input checked="" type="checkbox"/> UDBE Information – Good Faith Efforts (Exhibit 15-H)*	1 only
<input checked="" type="checkbox"/> Local Agency Bidder – DBE Information (Exhibit 15-G(2))*	1 only
<input checked="" type="checkbox"/> DUNS FORM	1 only
<input checked="" type="checkbox"/> Cost Breakdown for Lump Sum Electrical Items**	1 only

\* This information is due by no later than 4:00PM, four (4) working days from bid opening. Please deliver to Jose R. Ledesma, New City Hall, 915 I Street, Room 2000, Sacramento CA 95814. Contact info: [jledesma@cityofsacramento.org](mailto:jledesma@cityofsacramento.org), 916-808-8195.

\*\*Bidder generated document due with submission of bid

**McGUIRE AND HESTER**

CITY OF SACRAMENTO  
Department of Transportation  
Engineering Services Division  
TO THE HONORABLE CITY COUNCIL  
SACRAMENTO, CALIFORNIA:

Bid Proposal  
Page 1 of 5  
Revised 11/3/2011

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:

**Del Paso Boulevard Streetscape Project (PN: T15098400)**

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	Preconstruction Photographs	1	LS	2,500.-	2,500.-
2	Potholing by Drilling	15	EA	520.-	7,800.-
3	Erosion Control (SWPPP)	1	LS	29,700.-	29,700.-
4	Traffic Control System	1	LS	136,000	136,000
5	Tree to Remove	14	EA	580.-	8,120.-
6	Drain Inlet to Remove	9	EA	795.-	7,155.-
7	Storm Drain Pipe to Remove	322	LF	58.-	18,676.-
8	Sign to Remove	21	EA	37	777
9	Traffic Stripe to Remove	1	LS	3175	3175
10	Pavement Markings to Remove	1	LS	3700	3700
11	Existing Fire Hydrant to Relocate	1	EA	16,200.-	16,200.-
12	12-inch Diameter Water Main to Relocate	10	LF	930.-	9,300.-
13	Bus Shelter to Relocate	1	LS	9,300.-	9,300.-
14	Sign to Relocate	10	EA	195	1950
15	Roadway Excavation and Grading	3541 (F)	CY	86.-	304,526.-
16	Aggregate Base Class 2 to Place	3427	TON	43.-	147,361
17	Asphalt Concrete (3/4") Pavement to Place	445	TON	165.-	73,425.-
18	Micro-Surfacing (Type II) to Place	21841	SY	2.60	56,786.60
19	4" PCC Sidewalk to Construct	32550	SF	3.90	126,945
20	Modify Curb and Gutter Type 2 to Construct	4600	LF	16	73,600

CITY OF SACRAMENTO  
 Department of Transportation  
 Engineering Services Division

Bid Proposal  
 Page 2 of 5  
 Revised 11/3/2011

21	Rapid Setting Concrete to Place	361	CF	20	7220
22	Curb Type 3 to Construct	259	LF	13	3367
23	Reinforced Curb and Gutter to Construct	400	LF	17	6800
24	6" Concrete Commercial Driveway to Construct	5371	SF	4	21,484
25	12-inch Diameter Storm Drain Pipe to Install	1920	LF	95.-	182,400.-
26	Connection to Existing Water Distribution System	3	EA	2,500.-	7,500.-
27	Type B Drop Inlet to Construct	14	EA	2,900.-	40,600.-
28	Maintenance Hole No. 3 to Construct	13	EA	3,980.-	51,740.-
29	Maintenance Hole to Adjust to Grade	1	EA	540.-	540.-
30	Rain Water Leader to Construct	15	EA	265	3975
31	Pull Box to Adjust to Grade	79	EA	265	20,935
32	Traffic Sign to Place	52	EA	238	12,376
33	Thermoplastic Traffic Striping (4") to Place	14941	LF	0.60	8964.60
34	Thermoplastic Traffic Striping (8") to Place	1310	LF	1	1310
35	Thermoplastic Traffic Striping (12") to Place	1164	LF	3.45	4015.80
36	Thermoplastic Traffic Striping (24") to Place	706	LF	7	4942
37	Thermoplastic Pavement Markings to Place	3030	SF	4.25	12877.50
38	Raised Pavement Markers to Place	477	EA	3.45	1645.65
39	Object Marker (Type K) to Install	9	EA	42	378
40	Pedestrian Barricade to Install	2	EA	425	850
41	Trash Receptacles to Install	12	EA	1,100	13,200
42	Manufactured Bicycle Rack (Type A) to install	5	EA	1,600	8,000
43	Bicycle Rack (Type B) to install.	3	EA	1,600	4,800
44	Colored and Stamped PCC sidewalk to Construct	3855	SF	9	34,695
45	12" square concrete stamp at tree wells to Construct	130	EA	150	19,500
46	Colored Concrete in Median to Construct	2675	SF	9	24,075
47	Seeded Glass Band in Median to Construct	725	SF	27	19,575
48	Precast Concrete Seatwall to Place	6	EA	5,200	31,200

CITY OF SACRAMENTO  
 Department of Transportation  
 Engineering Services Division

Bid Proposal  
 Page 3 of 5  
 Revised 11/3/2011

49	Irrigation Water Meter to Install	2	EA	14,000.-	28,000.-
50	Irrigation Backflow Prevention Device to Install	2	EA	3,800	7,600
51	Irrigation Booster Pump Assembly 1	1	EA	1,220 <sup>MAL</sup>	1,220 <sup>MAL</sup>
52	Irrigation Booster Pump Assembly 2	1	EA	12,220	12,220
53	Automatic Irrigation System to Install	1	LS	98,230	98,230
54	Irrigation Control System to Install	2	EA	19,650	39,300
55	Conduit System for Irrigation Controller to Install	70	LF	18	1,260
56	PVC Irrigation Sleeve 2", 4" & 8" to Install	9000	LF	8	72,000
57	Landscape Planting to Place	1	LS	23,400	23,400
58	24" Box Trees to Place	42	EA	200	8,400
59	Soil preparation at new planting areas	14640	SF	0.35	5124
60	Bark Mulch to Place	15900	SF	0.75	11,925
61	Custom Bench to Construct	1	EA	2600	2600
62	Plant Establishment (1 year)	12	MO	820	9,840
63	Traffic Signal Modification at Baxter/Barstow	1	LS	201,000	201,000
64	Traffic Signal at Colfax/Southgate to Install	1	LS	228,400	228,400
65	Traffic Signal Modification at SR160/Del Paso	1	LS	30,300	30,300
66	Street Lighting to Install	1	LS	6,800	6,800
67	Fiber Optic Interconnect to Install	1	LS	40,300	40,300
68	Radar Speed Feedback Sign to Install	1	EA	9,400	9,400
69	Light Rail Pre-emption interconnect Cable to Install	1	LS	15,970	15,970

12,220 | 12,220

(F) - denotes final pay quantity

CONTRACTOR NAME: McGuire and Hester

TOTAL \$ 2,565,251.15

It is understood that this Bid Proposal is based upon completion of the Work within a period of **NINETY (90) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

In determining the amount bid by each bidder, the City may 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.

2

CITY OF SACRAMENTO  
Department of Transportation  
Engineering Services Division

Bid Proposal  
Page 4 of 5  
Revised 11/3/2011

The City Council may reject any and all bids and waive any informalities or minor irregularities in the bids.

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

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

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

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

Enclosed is 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. #	<u>ONE</u>	DATE	<u>10/31/11</u>
Add. #	<u>TWO</u>	DATE	<u>11/3/11</u>
Add. #	_____	DATE	_____

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

Corporation

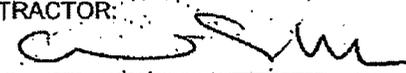
If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation:

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR:  
By   
(Signature)  
Michael R. Hester, President  
McGuire and Hester



CITY OF SACRAMENTO  
Department of Transportation  
Engineering Services Division

Bid Proposal  
Page 5 of 5  
Revised 11/3/2011

Michael R. Hester  
(Print or Type)

Title President

Address 9009 Railroad Avenue  
Oakland, CA 94603

Telephone No. (510) 632-7676

Fax No. (510) 562-5209

Email Address estimating@mcguireandhester.com

Date 11/9/11

**FOR CITY USE ONLY**

<b>Bid Bond Security</b>	
<input type="checkbox"/> Properly Signed	<input type="checkbox"/> Improperly Signed
<input type="checkbox"/> Not Included	<input type="checkbox"/> Not Required
<b>Type of Deposit</b>	
<input checked="" type="checkbox"/> Bid Bond	<input type="checkbox"/> Cashier/Certified Check
<input type="checkbox"/> Other	Initial: <u>VE</u>

Contractor's License No. 95879 Type A,B,C21,C27,C31,HAZ

Expiration Date 11/30/13

Tax I.D. Nos. - Fed. 94-1074934 State California

City of Sacramento Business Operation Tax Certificate No. 127456

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

Please indicate if you are any of the following: N/A

EBE \_\_\_\_\_ Cert # \_\_\_\_\_

SBE \_\_\_\_\_ Cert # \_\_\_\_\_

UDBE \_\_\_\_\_ Cert # \_\_\_\_\_

M/WBE \_\_\_\_\_ Cert # \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS,**

That we, McGuire and Hester

as Principal, and Western Surety Company

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

**THE CONDITION OF THIS OBLIGATION IS SUCH**

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of General Services, City of Sacramento, located at 915 I Street, Historic Building, 1<sup>st</sup> Floor, Sacramento, CA 95814 up to the hour of 2:00 p.m. on 11/09/2011 for the Work specifically described as follows:

**Del Paso Blvd Streetscape Project (PN: T15098400)**

**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 4th  
day of November 2011.

McGuire and Hester  
(Contractor) (Seal)  
By [Signature]  
Title Michael R. Hester, President

Western Surety Company  
(Surety) (Seal)  
By [Signature]  
Title Nancy L. Hamilton, Attorney-in-Fact  
Agent Name and Address Woodruff-Sawyer & Co.  
50 California St., 12th Fl., San Francisco, CA 94111  
Agent Phone # 415-391-2141  
Surety Phone # 415-932-7600  
California License # 0329598

ORIGINAL APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Alameda

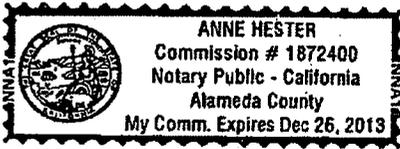
On November 8, 2011 before me, Anne Hester, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Michael R. Hester  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bid Bond (PN: T15098400)

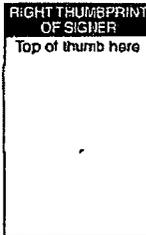
Document Date: November 4, 2011 Number of Pages: ONE

Signer(s) Other Than Named Above: Nancy L. Hamilton

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Michael R. Hester

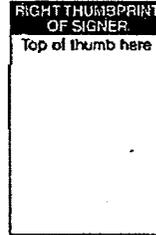
- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: McGuire and Hester

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

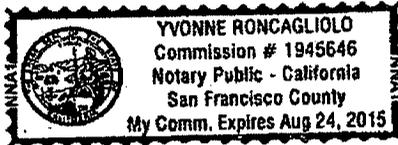
State of California

County of San Francisco

On 11-4-2011 before me, Yvonne Roncagliolo, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Nancy L. Hamilton  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

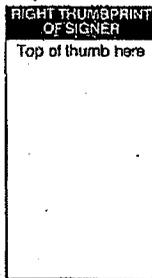
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Nancy L. Hamilton

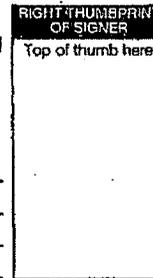
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Rosemarie Guanill, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 10th day of May, 2011.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

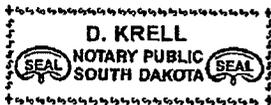
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of May, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of November, 2011.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

15

fact, not

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

---

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

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



The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Sections 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

## LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>	<u>Dollar Value Of Work Provided</u>
CPM 9390 Elder creek Rd Sacramento, CA	MICROSURFACING	52,700
May-10 DBA M3 M Electric 1600 Auburn blvd Sacramento, CA	ELECTRICAL	604,200
Chrisp Co. 1805 E. Baumer rd Woodland CA	STRIPING	62,400
RE Maher 4545 Hess dr. American Canyon CA	MINOR CONCRETE	315,200
Environmental landscape Solutions PO Box 6512 Folsom, CA	LANDSCAPING/IRRIGATION	329,000

## REQUIREMENTS FOR THE 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 permits 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 or 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 directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

McGuire and Hester  
Name of Contractor

9009 Railroad Avenue, Oakland, CA 94603  
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:

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

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

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.
- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits  

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

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

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

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits 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.



11/9/11

\_\_\_\_\_  
Signature of Authorized Representative  
McGuire and Hester

\_\_\_\_\_  
Date

Michael R. Hester  
Print Name

President  
Title



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

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

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

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

The included employee benefits are:

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

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

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

**You May . . .**

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

City of Sacramento  
Contract Services Unit  
5730 24<sup>th</sup> St, Bldg 1  
Sacramento, CA 95822

- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs



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

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

The included employee benefits are:

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

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

**You May . . .**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
5730 24<sup>TH</sup> St, Bldg 1  
Sacramento, CA 95822
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

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

**You May Also . . .**

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

## 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:**  
95879 A,B,C21,C27,C31,HAZ exp. 11/30/13
  
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?  
 Yes  No
  
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?  
 Yes  No
  
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?  
 Yes  No
  
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?  
 Yes  No

---

**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire

Page 2 of 6

**McGUIRE AND HESTER**

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

Minimum Qualifications Questionnaire  
Page 3 of 6

**McGUIRE AND HESTER**

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

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

Yes

No

OR

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

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

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

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

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

Yes

No

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

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

Yes

No

---

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire  
Page 4 of 6

McGUIRE AND HESTER

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

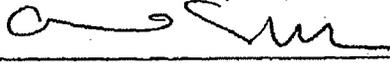
RESOLUTION NO.: 2007-574

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 Oakland, CA, on 11/9/11  
(Location) (Date)

Signature: 

Print name: McGuire and Hester  
Michael R. Hester

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

Minimum Qualifications Questionnaire  
Page 6 of 6

**McGUIRE AND HESTER**



## PUBLIC CONTRACT CODE

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has     , has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

### Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes      No X

If the answer is yes, explain the circumstances in the following space.

N/A

## Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

**Noncollusion Affidavit**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY / COUNTY of Sacramento  
*DEPARTMENT OF PUBLIC WORKS.*

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

## NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or bid, to the best of his or her knowledge and belief, that:

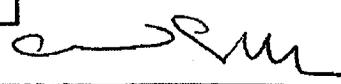
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or bid that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p align="right">For Material Change Only:          year _____ quarter _____          date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b> N/A</p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee          Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p align="center">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p align="center">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b>          (If individual, last name, first name, MI) N/A</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____          value _____</p>		
<p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p>		
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>    Yes <input type="checkbox"/>    No <input type="checkbox"/></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		<p align="right">Signature: </p> <p align="right">Print Name: <u>Michael R. Hester</u></p> <p align="right">Title: <u>President McGuire and Hester</u></p> <p align="right">Telephone No.: <u>(510)632-7676</u>    Date: <u>11/9/11</u></p>
<p><b>Federal Use Only:</b></p>		<p align="center">Authorized for Local Reproduction Standard Form - LLL</p>

Standard Form LLL Rev. 09-12-97

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»



- send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
- (2) Copy - Include in award package to Caltrans District Local Assistance
  - (3) Original - Local agency files

## **INSTRUCTIONS - EXHIBIT 15-G1 LOCAL AGENCY BIDDER UDBE COMMITMENT (CONSTRUCTION CONTRACTS) (Revised 03/09)**

### **ALL BIDDERS:**

**PLEASE NOTE:** It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor and expiration date. The form has a column for the Names of UDBE contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number). Enter the UDBE prime's and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces.

**IMPORTANT:** Identify all UDBE firms being participating in the project regardless of tier. Names of the First Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the UDBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of UDBE firms.

Exhibit 15-G1 must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

\*\* TO BE SUBMITTED UPON REQUEST \*\*

**EXHIBIT 15-H UDBE INFORMATION—GOOD FAITH EFFORTS**

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The \_\_\_\_\_ (City/County of) \_\_\_\_\_ established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of \_\_\_\_\_ % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder - UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder - UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

---

---

---

Names, addresses and phone numbers of firms selected for the work above:

---

---

---

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

---

---

---

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

---

---

---

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

---

---

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



**INSTRUCTIONS - LOCAL AGENCY BIDDER- DBE INFORMATION  
(CONSTRUCTION CONTRACTS)**

**SUCCESSFUL BIDDER:**

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

**IMPORTANT:** Identify all DBE firms participating in the project--including all UDBEs listed on the UDBE Commitment form (Exhibit 15G1), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.

Exhibit 15-G2 must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact...

**Local agencies** should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

## 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).

(c) 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 request 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/](http://www.dir.ca.gov/).**

DAS 10 (Rev. 04-02)

## **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.**





CITY/COUNTY OF Sacramento

**DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER**

Submit this form with the Executed Contract. If you fail to submit your D-U-N-S Number, the Department will not approve the contract

CONTRACT NUMBER: PN: T15098400

CONTRACTOR NAME: McGuire and Hester

**BUSINESS ADDRESS (D-U-N-S Number Location):**

STREET: 9009 Railroad Avenue

CITY: Oakland.

STATE: California

ZIP CODE: 94603

**D-U-N-S Number:** 00-691-0038

Contact Name: Michael R. Hester

Telephone No: (510) 632-7676

Title VI Language – Federal-Aid Projects

*"Administering Agency hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award."*

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**(1) Compliance with Regulations:**

The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

**(5) Sanctions for Noncompliance:**

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the (Name of Appropriate Administration) may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:**

McGUIRE AND HESTER

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the *(Recipient)* or the *(Name of Appropriate Administration)* may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the *(Recipient)* to enter into such litigation to protect the interests of the *(Recipient)*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

McGUIRE AND HESTER

## Bidder's list

In accordance with Section 9.4 Local Agency DBE Program of Chapter 9, Civil Rights and Disadvantaged Business Enterprises, each local agency is required to create and maintain a bidders list containing information about all DBE and non-DBE firms that bid or quote on the local agency's federal-aid construction contracts.

The required bidders list is to include the name, address, DBE/non-DBE status, date established and annual gross receipts of the firms. Exhibit 12-G "Bidder's List of Subcontractors (DBE and Non-DBE)". Attached, please find the following forms:

- (a) "Bidder's List of Subcontractors (Part 1)" is required in accordance with Section 2-1.054 of the Caltrans Standard Specifications, and
- (b) "Bidder's List of Subcontractors (Part 2)" of those providing a quote or bid, but not selected, which is needed to compile a bidders list.

**BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Contract DBE)
Name CPM	Phone (916) 381-8033	<input type="checkbox"/> < \$1 million		<input checked="" type="checkbox"/> YES
Address 9370 Eldercreek Rd	Fax (916) 381-3703	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP Sacramento CA		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES/DBE
		<input checked="" type="checkbox"/> > \$15 million		<input type="checkbox"/> Agency Use Only
Name M & M Electric	Phone (916) 929-0150	<input type="checkbox"/> < \$1 million		<input checked="" type="checkbox"/> YES
Address 1600 Auburn Blvd	Fax (916) 929-0100	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP Sacramento, CA		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES/DBE
		<input checked="" type="checkbox"/> > \$15 million		<input type="checkbox"/> Agency Use Only
Name ehrisp Co.	Phone (530) 406-2226	<input type="checkbox"/> < \$1 million		<input checked="" type="checkbox"/> YES
Address 1805 E. Beamer Rd	Fax (530) 406-2221	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP Woodland, CA		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES/DBE
		<input checked="" type="checkbox"/> > \$15 million		<input type="checkbox"/> Agency Use Only
Name RE Maher	Phone (707) 642-3902	<input type="checkbox"/> < \$1 million		<input checked="" type="checkbox"/> YES
Address 4545 Hess dr.	Fax 707 642-0306	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP American Canyon, CA		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES/DBE
		<input checked="" type="checkbox"/> > \$15 million		<input type="checkbox"/> Agency Use Only

Distribution: 1) Original - Local Agency File

McGUIRE AND HESTER

**BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (DBE/Non-DBE)
Name Environmental landscape solutions	Phone (916) 388-6308	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address PO Box 6513 Folsom, CA	Fax (916) 258-0971	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP Folsom, CA		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES (DBE)
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO (DBE)
		<input checked="" type="checkbox"/> > \$15 million		<input type="checkbox"/> YES (DBE)
				<input type="checkbox"/> NO (DBE)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES (DBE)
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO (DBE)
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES (DBE)
				<input type="checkbox"/> NO (DBE)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES (DBE)
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO (DBE)
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES (DBE)
				<input type="checkbox"/> NO (DBE)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES (DBE)
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO (DBE)
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES (DBE)
				<input type="checkbox"/> NO (DBE)

Distribution: 1) Original - Local Agency File

McGUIRE AND HESTER

**BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE's)
Name SWEETRA TRAFFIC MARKINGS	Phone (916) 652-9080	<input type="checkbox"/> < \$1 million	STRIPING / MARKINGS	<input checked="" type="checkbox"/> YES
Address 3139 SWEETBOR RD.	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP LOOMIS, CA 95650	(916) 652-9088	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO/DBE
		<input checked="" type="checkbox"/> > \$15 million		<input type="checkbox"/> YES/DBE
Name NOEBAK CONCRETE	Phone (707) 425-6444	<input type="checkbox"/> < \$1 million	CONCRETE	<input type="checkbox"/> YES
Address P.O. Box 521-	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP WILSON, CA 94585	(707) 425-5253	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO/DBE
		<input checked="" type="checkbox"/> > \$15 million		<input type="checkbox"/> YES/DBE
Name VALLEY SURRY	Phone (916) 373-1600	<input type="checkbox"/> < \$1 million	MICROSURFACING	<input type="checkbox"/> YES
Address 3785 CHANNEL DR.	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP WEST SACRAMENTO, CA 95798	(916) 373-0183	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO/DBE
		<input checked="" type="checkbox"/> > \$15 million		<input type="checkbox"/> YES/DBE
Name CENTERLINE STRIPING CO.	Phone (916) 686-8800	<input type="checkbox"/> < \$1 million	STRIPING / MARKINGS	<input type="checkbox"/> YES
Address 7847 DWO DR.	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP ELK GROVE, CA 95624	(916) 686-8875	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> NO/DBE
		<input checked="" type="checkbox"/> > \$15 million		<input type="checkbox"/> YES/DBE

Distribution: 1) Original - Local Agency File

McGUIRE AND HESTER

Bidder's List of Subcontractors (DBE and Non-DBE)

**BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE)
Name <i>SUNRISE LANDSCAPE</i>	Phone <i>(916)</i>	<input checked="" type="checkbox"/> < \$1 million	<i>Landscape &amp; Irrigation</i>	<input checked="" type="checkbox"/> YES
Address <i>8100 Sunrise Blvd</i>	<i>788-9162</i>	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP <i>Citrus Heights, CA 95610</i>	Fax <i>(916)</i>	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/NO DBE
	<i>788-9167</i>	<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES/NO (S)
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES/NO (S)
Name <i>Environmental Landscapes</i>	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/NO DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES/NO (S)
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES/NO (S)
Name <i>WB Electric</i>	Phone <i>(408) 900,0690</i>	<input type="checkbox"/> < \$1 million	<i>ELECTRICAL</i>	<input type="checkbox"/> YES
Address <i>6790 MONTERREY RD</i>	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP <i>GILROY, CA 95020</i>	<i>(408) 847-4104</i>	<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/NO DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES/NO (S)
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES/NO (S)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million		<input type="checkbox"/> YES/NO DBE
		<input type="checkbox"/> < \$15 million		<input type="checkbox"/> YES/NO (S)
		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES/NO (S)

Distribution: 1) Original - Local Agency File

McGUIRE AND HESTER

**BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only
				(Continued)
Name TENNYSON ELECTRIC	Phone (955) 606-6378	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million	ELECTRICAL	YES
Address 7275 NATIONAL DR., STE A LIVERMORE, CA 94550	Fax (955) 606-7655	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input checked="" type="checkbox"/> > \$15 million		NO
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million		YES
Address	Fax	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		NO
City State ZIP				YES
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million		YES
Address	Fax	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		NO
City State ZIP				YES
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million		YES
Address	Fax	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		NO
City State ZIP				YES

Distribution: 1) Original - Local Agency File

McGUIRE AND HESTER







Del Paso Blvd Streetscape

M&M Electric

Bid Item 66 Street Lighting to install

Description	Quantity	Unit Price	Per	Extended Price
2" PVC	1400	3	LF	\$4,200.00
#5 PULL BOXES	11	325	EA	\$3,575.00
#10 STREET LIGHTING WIRE	1700	0.6	LF	\$1,020.00
#6 STREET LIGHTING WIRE	6000	0.85	LF	\$5,100.00
DECORATIVE STREET LIGHTS	6	2650	EA	\$15,900.00
TYPE A STREET LIGHTS	5	2000	EA	\$10,000.00
UNDERGROUND CONDUIT INSTALLATION	1400	10	LF	\$14,000.00
DECORATIVE FOUNDATIONS	6	375	EA	\$2,250.00
TYPE A FOUNDATIONS	5	475	EA	\$2,375.00
Total Cost =				\$58,420.00

Del Paso Streetscape

FIBER - Item 67

Description	Quantity	Unit Price	Per	Extended Price
PVC 3"	560	4	LF	\$2,240.00
UNDERGROUND INSTALLATION	560	15	EA	\$8,400.00
#6E PULL BOX	4	700	EA	\$2,800.00
P48 PULL BOX	3	950	EA	\$2,850.00
12 STRAND SMFO CABLE INSTALLED	5400	2.75	LF	\$14,850.00
TERMINATE AND TEST CABLE	3	2300	LF	\$6,900.00
		TOTAL Cost	=	\$38,040.00

M&M Electric

Del Paso Streetscape

Bid Item 69 Light Rail Pre-emption interconnect cable to install

Description	Quantity	Unit Price	Per	Extended Price
2" PVC	80	3	LF	\$240.00
UNDERGROUND INSTALLATION	80	30	LF	\$2,400.00
LIGHT RAIL PRE-EMPTION CABLE	4980	2.5	LF	\$12,450.00

Total Cost = \$15,090.00

\* LIGHT RAIL PRE-EMPTION INTERCONNECT CABLE SUBJECT TO APPROVAL AS  
NO SPECIFICATIONS WERE RECEIVED FOR BIDDING PURPOSESES

## **SECTION NO. 14 - CONTRACT FORMS**

Agreement

Performance Bond

Payment Bond

Worker's Compensation Certification

Construction & Demolition Debris Recycling Requirements

Pay Request Application

Schedule of Values

Guarantee

**AGREEMENT**  
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification December 13, 2011 is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and McGuire & Hester, 9009 Railroad Avenue, Oakland, CA 94603 ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. **CONTRACT DOCUMENTS**

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

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:

**Del Paso Blvd Streetscape Project (PN: T15095700)**

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

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

5. CONTRACT AMOUNT AND PAYMENTS

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

(A) For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and

(B) For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

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

(A) On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety (90) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

(B) No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

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

(D) The remaining ten (10) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be due and payable beginning thirty-five (35) days after completion and final acceptance of the Work by City; provided that the City may determine, in its sole discretion, to release up to fifty (50) % of such retention, in whole or in part, at any time. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

(E) The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Section 20104.50.

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

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

#### 8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed

is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **NINETY (90) WORKING CALENDAR** 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 **ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00)** 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 12/5/11

BY [Signature]  
Michael R. Hester

Print Name  
President

Title

BY [Signature]  
Robert C. Doud

Print Name  
Exec VP/CFO

Title  
94-1074934

Federal ID#

State ID#  
127456

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

Type of Business Entity (check one):

Individual/Sole Proprietor

Partnership

Corporation

Limited Liability Company

Other (please specify: \_\_\_\_\_)

**CITY OF SACRAMENTO**  
a municipal corporation

DATE \_\_\_\_\_

BY \_\_\_\_\_

For: \_\_\_\_\_  
City Manager

Original Approved As To Form:

[Signature]  
City Attorney

Attest:

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Alameda

On 12/5/11 before me, Shawna Kay Olgin, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Robert C. Doud and Michael R. Hester

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

*[Handwritten Signature]*

Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Contract

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert C. Doud

- Individual
- Corporate Officer — Title(s): Exec VP/CFO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: McGuire and Hester

Signer's Name: Michael R. hster

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: McGuire and Hester

**CITY OF SACRAMENTO  
PERFORMANCE BOND**

Department of Transportation  
Page 1 of 1

Bond No.: \_\_\_\_\_

Premium: \_\_\_\_\_

**WHEREAS**, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to and \_\_\_\_\_:

as principal, hereinafter called Contractor, a contract for construction of:  
**Del Paso Blvd Streetscape Project (PN: T15095700)**

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*):

\_\_\_\_\_ 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:

\_\_\_\_\_ (\$ \_\_\_\_\_),  
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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Contractor) (Seal)  
By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Surety) (Seal)  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Agent Name and Address \_\_\_\_\_

ORIGINAL APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney

Agent Phone # \_\_\_\_\_  
Surety Phone # \_\_\_\_\_  
California License # \_\_\_\_\_

**CITY OF SACRAMENTO  
PAYMENT BOND**

Department of Transportation  
Page 1 of 1

Bond No.: \_\_\_\_\_

Premium: \_\_\_\_\_

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: \_\_\_\_\_;  
hereinafter called Contractor, a contract for construction of:

**Del Paso Blvd Streetscape Project (PN: T15095700)**

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*):

\_\_\_\_\_  
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 \_\_\_\_\_ (\$ \_\_\_\_\_), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Contractor) (Seal)  
By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Surety) (Seal)  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Agent Name and Address \_\_\_\_\_

ORIGINAL APPROVED AS TO FORM:

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

\_\_\_\_\_  
Agent Phone # \_\_\_\_\_  
Surety Phone # \_\_\_\_\_  
California License # \_\_\_\_\_

**WORKER'S COMPENSATION CERTIFICATION**  
**Del Paso Blvd Streetscape Project (PN: T15095700)**

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: 12/5/11

Contractor McGuire and Hester

By   
Signature

Robert C. Doud, Exec VP/CFO

# C&D Debris Haulers & Facilities

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

## Certified Mixed C&D Facilities

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

## Franchised Haulers

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

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

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

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

## Construction and Demolition (C&D) Debris Recycling Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# C&D Debris Waste Management Plan

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

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

## **A. Building Project Information:**

Project Bid Amount: \$ \_\_\_\_\_

Job Address: \_\_\_\_\_

Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

## **B. Briefly describe the project:**

---

---

---

---

---

---

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

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

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

## **D. Material Management.**

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

# C&D Debris Waste Management Plan

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

## E. Definitions.

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

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

## F. Terms and Conditions

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



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:	Del Paso Boulevard Streetscape Project		
CONTRACTOR: (per agreement)			
REMITTANCE ADDRESS:			
PHONE NUMBER: ( )			
INVOICE NO:	T15098400	CITY PROJECT NUMBER:	T15098400
		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.



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

# SCHEDULE OF VALUES

V4 - 7/5/11

PROJECT NAME: Del Paso Boulevard Streetscape Project  
 CITY PROJECT NUMBER: T15098400  
 CONTRACTOR: (As per City Agreement)  
 REMITTANCE ADDRESS:  
 PHONE NUMBER:  
 INVOICE NUMBER: T15098400-

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	Polishing by Drilling	1	LS									1.00	
3	Erosion Control (SWPPP)	1	LS									1.00	
4	Traffic Control System	1	LS									1.00	
5	Tree to Remove	14	EA									14.00	
6	Drain Inlet to Remove	9	EA									9.00	
7	Storm Drain Pipe to Remove	322	LF									322.00	
8	Signs to Remove	21	EA									21.00	
9	Traffic Strips to Remove	1	LS									1.00	
10	Pavement Markings to Remove	1	LS									1.00	
11	Existing Fire Hydrant to Relocate	1	EA									1.00	
12	12-inch Diameter Water Main to Relocate	10	LF									10.00	
13	Bus Shelter to Relocate	1	LS									1.00	
14	Sign to Relocate	10	EA									10.00	
15	Roadway Excavation and Grading	3,541	CY									3,541.00	
16	Aggregate Base Class 2 to Place	1,960	TON									1,960.00	
17	Asphalt Concrete (3/4") Pavement to Place	445	TON									445.00	
18	Micro-Surfacing (Type II) to Place	21,841	SY									21,841.00	
19	4" PCC Sidewalk to Construct	35,813	SF									35,813.00	
20	Modify Curb and Gutter Type 2 to Construct	5,220	LF									5,220.00	
21	Rapid Setting Concrete to Place	361	CF									361.00	
22	Curb Type 3 to Construct	259	LF									259.00	
23	Reinforced Curb and Gutter to Construct	400	LF									400.00	
24	6" Concrete Commercial Driveway to Construct	6,665	SF									6,665.00	
25	12-inch Diameter Storm Drain Pipe to Install	1,920	LF									1,920.00	
26	Connection to Existing Water Distribution System	3	EA									3.00	

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
27	Type B Drop Inlet to Construct	14	EA										14.00
28	Maintenance Hole No. 3 to Construct	13	EA										13.00
28	Maintenance Hole to Adjust to Grade	1	EA										1.00
30	Rain Water Leader to Construct	15	EA										15.00
31	Pull Box to Adjust to Grade	21	EA										21.00
32	Traffic Sign to Place	52	EA										52.00
33	Thermoplastic Traffic Striping (4") to Place	14,941	LF										14,941.00
34	Thermoplastic Traffic Striping (6") to Place	1,310	LF										1,310.00
35	Thermoplastic Traffic Striping (12") to Place	1,164	LF										1,164.00
36	Thermoplastic Traffic Striping (24") to Place	706	LF										706.00
37	Thermoplastic Pavement Markings to Place	3,030	SF										3,030.00
38	Raised Pavement Markers to Place	523	EA										523.00
39	Object Marker (Type K) to Install	9	EA										9.00
40	Pedestrian Barricade to Install	2	EA										2.00
41	Trash Receptacles to Install	12	EA										12.00
42	Manufactured Bicycle Rack (Type A) to Install	5	EA										5.00
43	Bicycle Rack (Type B) to Install	3	EA										3.00
44	Colored and Stamped PCC sidewalk to Construct	3,855	SF										3,855.00
45	12" square concrete stamp at tree wells to Construct	130	EA										130.00
46	Colored Concrete in Median to Construct	2,675	SF										2,675.00
47	Seeded Grass Band in Median to Construct	725	SF										725.00
48	Precast Concrete Sotwalk to Place	6	EA										6.00
49	Irrigation Water Meter to Install	2	EA										2.00
50	Irrigation Backflow Prevention Device to Install	2	EA										2.00
51	Irrigation Booster Pump Assembly 1	1	EA										1.00
52	Irrigation Booster Pump Assembly 2	1	EA										1.00
53	Automatic Irrigation System to Install	1	LS										1.00
54	Irrigation Control System to Install	2	EA										2.00
55	Conduit System for Irrigation Controller to Install	70	LF										70.00
56	PVC Irrigation Sleeve 2", 4" & 6" to Install	9,000	LF										9,000.00
57	Landscape Planting to Place	1	LS										1.00
58	24" Box Trees to Place	42	EA										42.00
59	Soil preparation at new planting areas	14,840	SF										14,840.00
60	Bark Mulch to Place	15,900	SF										15,900.00

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
61	Custom Bench to Construct	1	EA									1.00	
62	Plant Establishment (1 year)	12	ARO									12.00	
63	Traffic Signal Modification at Baxter/Bartow	1	LS									1.00	
64	Traffic Signal at Colfax Southgate to Install	1	LS									1.00	
65	Traffic Signal Modification at SR 160/Del Paso	1	LS									1.00	
66	Street Lighting to Install	1	LS									1.00	
67	Fiber Optic Interconnect to Install	1	LS									1.00	
68	Radar Speed Feedback Sign to Install	1	EA									1.00	
69	Light Rail Pre-emption Interconnect Cable to Install	1	LS									1.00	
<b>Original Contract Total:</b>													
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													
<b>Sum of all Change Orders</b>					\$0.00	<b>"Total Work to Date" From Previous Pay Request</b>		<b>This Estimate (current work)</b>		<b>Total Work to Date</b>		<b>Balancing Total of Adjusted Contract</b>	\$0.00
<b>CCO Adjusted Contract Amount (Original + Change Orders)</b>					\$0.00	<b>Retention Withheld From Previous Pay Request</b>		<b>This Retention (current work) (10%)</b>		<b>Retention Withheld to Date</b>			
<b>Partial Retention Release (Prior approval is needed before proceeding with partial retention release)</b>						<b>"Retention Released to Date" From Previous Pay Request</b>		<b>Current Retention Release</b>		<b>Retention Released to Date</b>			
						<b>"Total Paid To Date" from Previous Pay Request</b>		<b>This Payment</b>		<b>Total Paid to Date</b>		<b>Supervisor Approval (Print &amp; Sign)</b>	

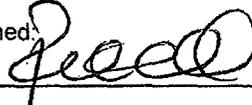
 Contractor Entered Data  
 PM Entered Data

**GUARANTEE**

We hereby guarantee the: Del Paso Blvd Streetscape Project (PN: T15095700) 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: 12/5/11

Signed: 

Robert C. Doud, Exec VP/CFO  
Printed Name

McGuire and Hester  
Company

9009 Railroad Avenue  
Address  
Oakland, CA 94603

MUST BE POSTED IN CONSPICUOUS PLACE



**CITY OF SACRAMENTO**  
**BUSINESS OPERATIONS TAX CERTIFICATE**

127456

127456

Business Name MCGUIRE & HESTER  
Business Address 9009 RAILROAD AVE  
Owner MICHAEL J HESTER  
Type of Business HEAVY CIVIL ENGINEERING CO  
Tax Classification 401

FROM TO  
Mo. Day Yr. Mo. Day Yr.  
01/01/2011 12/31/2011

Expires

MCGUIRE & HESTER  
SHAWNA  
9009 RAILROAD AVE  
OAKLAND, CA 94603

**CITY OF SACRAMENTO**

**FEB 25 2011**  
**PAID**  
**IF NOT**  
**VALIDATED**

TOTAL  
PAID: \$1,174.51

THIS STUB MAY BE  
FOLDED/DETACHED  
BEFORE POSTING

**This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).**

## 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) <b>McGuire and Hester</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>9009 Railroad Avenue</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Oakland, CA 94603</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number
94 : 1074934

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

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>12/5/11</b>
------------------	----------------------------	-----------------------

### 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:

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

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

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

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

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

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

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

YEAR

2011

# Withholding Exemption Certificate

CALIFORNIA FORM

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

590

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

Withholding agent's name

Payee's name

**McGUIRE AND HESTER**

Payee's  SOS file no.  SSN or ITIN  CA corp. no.  FEIN

94-1074934

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

**9009 RAILROAD AVE  
OAKLAND, CA 94603**

Apt. no./ Ste. no.

City

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.

**LOUIS D. ROESSLER**

Payee's name and title (type or print)

CONTROLLER

Daytime telephone no.

Payee's signature

Date

11/30/11



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SL

DATE (MM/DD/YYYY)  
11/30/11

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).

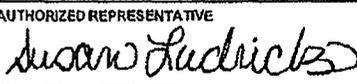
<b>PRODUCER</b> R. C. Fischer & Co. P.O. Box 8101 Walnut Creek, CA 94596-8101 Dennis A. Sewell		925-932-7823 925-932-0962	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>MCGUI-3</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> McGuire and Hester 9009 Railroad Avenue Oakland, CA 94603		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Old Republic Gen Ins Corp		<b>24139</b>
		<b>INSURER B:</b> National Union Fire Ins Co		<b>19445</b>
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Liab XCU <input checked="" type="checkbox"/> GL DED 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	A1CG37471107	03/31/11	03/31/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	A1CA37471107	03/31/11	03/31/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE19715160	03/31/11	03/31/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in HI) (If yes, describe under DESCRIPTION OF OPERATIONS below)	N/A	X A1CW37471107	04/02/11	04/02/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Job #3347 - Del Paso Blvd Streetscape Project #T15088440. The City of Sacramento, its officials, employees and volunteers are named as additional insured per attached form #CG 20 10 07 04 and #CG 20 37 07 04. Workers compensation waiver of subrogation applies.

<b>CERTIFICATE HOLDER</b>  SACDT-1  City of Sacramento Department of Transportation Engineering Services Division 915 I Street, Room 2000 Sacramento, CA 95814	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2009 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: A1CG37471107  
Insured: McGuire and Hester  
Insurance Co: Old Republic Gen Ins Corp

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04  
Effective Date: 03/31/11

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insure(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy No. A1CG37471107

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## ADDITIONAL INSURANCE WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who is An Insured:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which required you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lessor of:
1. The coverage or limits of this policy, or
  2. The coverage or limits required by said contract or agreement.

Named Insured	McGuire and Hester		
Policy Number	A1CA37471107	Endorsement No.	
Policy Period	03/31/11 03/31/12	to	Endorsement Effective Date: 03/31/11
Producer's Name:	R C Fischer & Co.		
Producer Number:			

Dennis Sewell  
\_\_\_\_\_  
AUTHORIZED  
REPRESENTATIVE

03/31/11  
\_\_\_\_\_  
DATE

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s)  
Or Organization(s)

Location(s) of Covered Operations

As required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	McGuire and Hester		
Policy Number	A1CG37471107	Endorsement No.	
Policy Period	03/31/11 to 03/31/12	Endorsement Effective Date:	03/31/11
Producer's Name:	R. C. Fischer & Co.		
Producer Number:			

Dennis Sewell  
AUTHORIZED REPRESENTATIVE

03/31/11  
DATE

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## AMENDMENT OF OTHER INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Section IV – Business Auto Conditions, B. – General Conditions, 5. – Other Insurance, a. is replaced by the following:

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. However, if there is other collectible insurance, the insurance provided by this Coverage Form with respect to such covered auto, is excess over such other collectible insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
- (1) Excess while it is connected to a motor vehicle you do not own;
  - (2) Primary while it is connected to a covered "auto" you own. However, if there is other collectible insurance with respect to such "trailer," the insurance provided by this Coverage Form is excess over such other collectible insurance.

Named Insured	McGuire and Hester		
Policy Number	A1CA37471107	Endorsement No.	
Policy Period	03/31/11 03/31/12	to	Endorsement Effective Date: 03/31/11
Producer's Name:	R C Fischer & Co.		
Producer Number:			

Dennis Sewell  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

3/31/11  
\_\_\_\_\_  
DATE

CA EN GN 0019 09 06

Company  
Old Republic General Ins. Corp.

Policy Period: 04/02/11 to 04/02/12

Endorsement No.

ATTACH TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)			INSURED
A1CW37471107	04/02/11	12:01 a.m (x)		McGuire and Hester

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT AND EVIDENCED BY CERTIFICATE OF INSURANCE ON FILE WITH THE CARRIER.

AUTHORIZED REPRESENTATIVE: Dennis Sewell  
WC CPG 7 (3/02)

DATE: 04/02/11

**SECTION NO. 15 - SCHEDULE OF WAGES DATED September 30, 2011**

General Decision Number: CA100009 09/30/2011 CA9

Superseded General Decision Number: CA20080009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only);  
DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	07/02/2010
3	07/09/2010
4	08/13/2010
5	08/27/2010
6	09/10/2010
7	09/24/2010
8	10/01/2010
9	10/15/2010
10	10/29/2010
11	11/05/2010
12	11/19/2010
13	12/03/2010
14	01/21/2011
15	01/28/2011
16	02/11/2011
17	02/18/2011
18	03/18/2011
19	04/08/2011
20	04/15/2011
21	05/13/2011
22	06/03/2011
23	06/24/2011
24	07/01/2011
25	07/15/2011
26	07/29/2011
27	08/05/2011
28	08/12/2011
29	08/19/2011
30	09/02/2011
31	09/16/2011
32	09/30/2011

\* ASBE0016-001 08/01/2011

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO,

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 35.11	18.99
AREA 2.....	\$ 39.85	22.00

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

-----  
BRCA0003-008 07/01/2010

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 30.30	13.77
TERRAZZO WORKER/SETTER.....	\$ 39.30	21.20

-----  
BRCA0003-010 01/01/2011

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 21.21	10.01
Area 2.....	\$ 21.26	12.44
Area 3.....	\$ 21.44	12.31
Area 4.....	\$ 20.93	11.79
Tile Layer		
Area 1.....	\$ 36.08	11.95
Area 2.....	\$ 34.41	13.68
Area 3.....	\$ 38.61	13.73
Area 4.....	\$ 35.45	13.68

- AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba
- AREA 2: Alpine, Amador
- AREA 3: Marin, Napa, Solano, Siskiyou
- AREA 4: Sonoma

-----  
BRCA0003-014 08/01/2008

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.58

-----  
CARP0034-001 07/01/2011

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 36.75	28.04
Diver standby.....	\$ 41.43	28.04

---

 CARP0035-009 07/01/2011

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

---

CARP0035-010 07/01/2010

AREA 1: Marin, Napa, Solano &amp; Sonoma Counties

AREA 2: Alpine, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,  
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,  
Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 22.11	14.98
Installer II.....	\$ 18.68	14.98
Lead Installer.....	\$ 25.56	15.48
Master Installer.....	\$ 29.78	15.48
Area 2		
Installer I.....	\$ 19.46	14.98
Installer II.....	\$ 16.51	14.98
Lead Installer.....	\$ 22.43	15.48
Master Installer.....	\$ 26.06	15.48
Area 3		
Installer I.....	\$ 18.51	14.98
Installer II.....	\$ 15.74	14.98
Lead Installer.....	\$ 21.31	15.48
Master Installer.....	\$ 24.73	15.48

---

CARP0046-001 07/01/2011

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		

Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

CARP0751-001 07/01/2011

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

CARP1599-001 07/01/2011

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	24.84
Journeyman Carpenter.....	\$ 30.27	24.84
Millwright.....	\$ 32.77	26.43

ELEC0006-002 12/01/2008

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 29.87	3%+11.95
Technician.....	\$ 34.01	3%+11.95

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

D. SECURITY SYSTEMS      Perimeter security systems  
 Vibration sensor systems      Card access systems      Access  
 control systems      Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE  
 INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO  
 THE ABOVE LISTED SYSTEMS      SCADA (Supervisory Control and  
 Data Acquisition)      PCM (Pulse Code Modulation)  
 Inventory Control Systems      Digital Data Systems  
 Broadband and Baseband and Carriers      Point of Sale  
 Systems      VSAT Data Systems      Data Communication  
 Systems      RF and Remote Control Systems      Fiber Optic  
 Data Systems

WORK EXCLUDED Raceway systems are not covered  
 (excluding Ladder-Rack for the purpose of the above listed  
 systems). Chases and/or nipples (not to exceed 10 feet)  
 may be installed on open wiring systems. Energy management  
 systems. SCADA (Supervisory Control and Data Acquisition)  
 when not intrinsic to the above listed systems (in the  
 scope). Fire alarm systems when installed in raceways  
 (including wire and cable pulling) shall be performed at  
 the electrician wage rate, when either of the following two  
 (2) conditions apply:

1. The project involves new or major remodel building trades  
 construction.
2. The conductors for the fire alarm system are installed in  
 conduit.

-----  
 ELECO340-003 06/01/2011

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,  
 EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA  
 (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,  
 SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,  
 TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 38.93	16.57
Sierra Army Depot, Herlong..	\$ 48.66	3%+13.25
Tunnel work.....	\$ 40.88	3%+13.25

CABLE SPLICER: Receives 110% of the Electrician basic hourly  
 rate.

-----  
 ELECO401-005 12/01/2009

ALPINE (east of the main watershed divide), EL DORADO (east of  
 the main watershed divide), NEVADA (east of the main  
 watershed), PLACER (east of the main watershed divide) and  
 SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 35.40	13.02+3%

-----  
 ELECO551-004 06/01/2011

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2009

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 38.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 33.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 32.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 29.56	22.58
AREA 2:		
(1) Leverman.....	\$ 40.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.56	22.58

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
 Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
 Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
 Area 2: Remainder

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-018 07/01/2010

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 37.77	23.00
GROUP 2.....	\$ 36.24	23.00
GROUP 3.....	\$ 34.76	23.00
GROUP 4.....	\$ 33.38	23.00
GROUP 5.....	\$ 32.11	23.00
GROUP 6.....	\$ 30.79	23.00
GROUP 7.....	\$ 29.65	23.00
GROUP 8.....	\$ 28.51	23.00
GROUP 8-A.....	\$ 28.30	23.00
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 38.65	23.00
Oiler.....	\$ 29.39	23.00
Truck crane oiler.....	\$ 31.68	23.00
GROUP 2		
Cranes.....	\$ 36.89	23.00
Oiler.....	\$ 29.18	23.00
Truck crane oiler.....	\$ 31.42	23.00
GROUP 3		
Cranes.....	\$ 35.14	23.00
Hydraulic.....	\$ 30.79	23.00
Oiler.....	\$ 28.90	23.00
Truck Crane Oiler.....	\$ 31.18	23.00
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 38.99	23.00
Oiler.....	\$ 29.73	23.00
Truck crane oiler.....	\$ 32.01	23.00
GROUP 2		
Lifting devices.....	\$ 37.17	23.00

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft.

lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

---

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

---

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

GROUP 3: Landscae Utility Operator: Small Rubber-Tired  
Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,  
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,  
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS  
NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

-----  
LAB00067-002 04/01/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 18.68	6.60
LABORER (Lead Removal)		
Area A.....	\$ 36.25	6.68
Area B.....	\$ 35.25	6.68

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

GROUP 1-g (Contra Costa County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material.

materials therefore); Tugger (for tunnel laborer work);  
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -  
muckers, trackmen; Concrete crew - includes rodding and  
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

-----  
LABO0073-001 07/01/2009

	Rates	Fringes
Plasterer tender.....	\$ 28.37	14.14

-----  
LABO0139-002 07/01/2009

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 27.28	14.93

-----  
LABO0185-002 07/01/2009

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,  
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 27.03	14.93

-----  
LABO0291-001 07/01/2009

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 28.28	14.93

-----  
PAIN0016-004 06/01/2011

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 32.71	19.16

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and  
processing of goods for sale or service; steel construction  
(bridges), stacks, towers, tanks, and similar structures]

	Rates	Fringes
GLAZIER.....	\$ 41.88	18.49

-----  
 \* PAIN0567-001 01/01/2011

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 23.68	9.06
Spray Painter & Paperhanger.	\$ 24.53	9.06

PREMIUMS:  
 Special Coatings (Brush), and Sandblasting = \$0.50/hr  
 Special Coatings (Spray), and Steeplejack = \$1.00/hr  
 Special Coating Spray Steel = \$1.25/hr  
 Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

-----  
 PAIN0567-007 07/01/2011

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 25.69	10.65

-----  
 PAIN0567-010 07/01/2010

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 26.54	9.74
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 28.04	9.79

PLASTERER

AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehama, Trinity, Yolo & Yuba Counties.....	\$ 32.82	15.10
AREA 355: Marin, Napa & Sonoma Counties.....	\$ 32.82	15.30

-----  
PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.65	18.56

-----  
PLUM0038-002 07/01/2011

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) (1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 49.09	37.36
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 57.75	39.74

-----  
PLUM0038-006 07/01/2011

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 49.09	28.85

-----  
PLUM0228-001 07/01/2011

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

Rates Fringes

PLUMBER.....\$ 35.95                   22.18

-----  
 PLUM0447-001 07/01/2011

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 39.82	20.30
Light Commercial Work.....	\$ 29.78	9.57

-----  
 ROOF0081-006 08/01/2009

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 30.95	12.65

-----  
 \* ROOF0081-007 08/01/2011

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 31.88	10.90

-----  
 SFCA0483-003 08/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 50.59	23.70

-----  
 SFCA0669-003 04/01/2011

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.65	17.75

-----  
 SHEE0104-006 07/01/2009

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.13	18.99
GROUP 2.....	\$ 27.43	18.99
GROUP 3.....	\$ 27.73	18.99
GROUP 4.....	\$ 28.08	18.99
GROUP 5.....	\$ 28.43	18.99

## FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

**APPENDIX A - REGIONAL TRANSIT GUIDELINES**

## 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: Del Paso Boulevard Streetscape 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

- 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 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.

## **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

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?)

### **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

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 QCM 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.

- 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**

## **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

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.

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.**

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**

#### **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

- (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**

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.

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 reinstatement 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.**

**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)*

**RED TAG REQUEST**



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

<b>Substation</b>	<b>Feeder Breakers</b>	<b># of Grounds:</b> _____
_____ # _____	_____ # _____	Located at: _____
_____ # _____	_____ # _____	Located at: _____
_____ # _____	_____ # _____	<b># of Barricades:</b> _____
_____ # _____	_____ # _____	Located at: _____
_____ # _____	_____ # _____	Located at: _____

**Substations Off Line:**  
**Meet Contractor at:**  
 Time: \_\_\_\_\_  
 Location: \_\_\_\_\_

**Substations On Line:**  
**Meet Contractor at:**  
 Time: \_\_\_\_\_  
 Location: \_\_\_\_\_

day 1)	_____ / _____ / _____
day 2)	_____ / _____ / _____
day 3)	_____ / _____ / _____
day 4)	_____ / _____ / _____
day 5)	_____ / _____ / _____
	DATE                  HOURS                  LINEMAN

1)	_____ / _____ / _____
2)	_____ / _____ / _____
3)	_____ / _____ / _____
4)	_____ / _____ / _____
5)	_____ / _____ / _____
	DATE                  HOURS                  LINEMAN

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: \_\_\_\_\_