



# City of Sacramento City Council

15

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 7/24/2012

**Report Type:** Consent

**Title: Contracts: Franklin Boulevard Frontage Improvements Project (L19118101)**

**Report ID:** 2012-00545

**Location:** District 8

**Recommendation:** : Pass a Resolution: 1) approving the Plans and Specifications for the Franklin Boulevard Frontage Improvements Project which is part of the Franklin Boyce Park Project (L19118100); 2) transferring funds in the amount of \$356,345 (Fund 2007) from Major Street Improvement Project (T15128000) to the project which supports the Franklin Boulevard Frontage Improvements Project; and 3) awarding the construction contract to Western Engineering for an amount not to exceed \$658,844.

**Contact:** Ofelia Avalos, Associate Civil Engineer, (916) 808-5515; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

**Presenter:** None

**Department:** Transportation Department

**Division:** Civil & Electrical Design

**Dept ID:** 15001131

## **Attachments:**

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- 1- Description/Analysis
- 2 - Background Information
- 3 - Resolution
- 4 - Exhibit A - Location Map
- 5 – Contract with Western Engineering

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### **City Attorney Review**

Approved as to Form  
Gerald Hicks  
7/16/2012 9:13:56 AM

### **City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
7/9/2012 11:39:55 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 7/11/2012 1:46:06 PM

## Description/Analysis

**Issue:** The Franklin Boulevard Frontage Improvements Project, which is part of the Franklin Boyce Park Project (L19118100), was advertised and bids were received. Western Engineering is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with awarding the construction contract.

**Policy Considerations:** The action requested herein is consistent with City Code Title 3 and the City's Strategic Plan to improve and diversify the transportation system, enhance and preserve the neighborhoods, and improve safety.

**Economic Impacts:** This roadway project is expected to create 2.63 total jobs (1.51 direct jobs and 1.12 jobs through indirect and induced activities) and create \$406,793 in total economic output (\$256,279 of direct output and another \$150,513 of output through direct and induced activities).

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

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** It has been determined pursuant to the requirements of CEQA that the Franklin Boulevard Frontage Improvements Project which is part of the Franklin Boyce Park Project (L19118100) is a categorical exemption. There is no substantial evidence that the project will have a significant effect on the environment.

**Sustainability Considerations:** The Franklin Boulevard Frontage Improvements Project which is part of the Franklin Boyce Park Project (L19118100) is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure and promotes alternate modes of transportation including walking.

**Other:** None.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** Western Engineering is the lowest responsive and responsible bidder.

**Financial Considerations:** The Franklin Boyce Park Project (L19118100) has a total budget of \$2,275,742 consisting of Quimby Act, Parks Development, Community Reinvestment, and local transportation funds. As of July 10, 2012, the Franklin Boyce

Parks Project (L19118100) has an unobligated balance of \$1,757,350. Approval of the transfer in the amount of \$356,345 (Fund 2007) from the Major Street Improvement Project (T15128000) to the Franklin Boyce Park Project (L19118100) will increase the unobligated balance to \$2,113,695, which is sufficient to execute the contract with Western Engineering for an amount not to exceed \$658,844 for the pedestrian improvement project, cover the remaining construction management costs for the pedestrian improvement project, complete the traffic signal at Franklin Boulevard and Boyce Drive, and complete the Franklin Boyce Park Project (L19118100).

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

**Emerging Small Business Development (ESBD):** The Franklin Boulevard Frontage Improvements Project, which is part of the Franklin Boyce Park Project (L19118100), requires conformance with the City of Sacramento Emerging and Small Business Enterprise (ESBE) program requirements. The ESBE goal is 20%. Western Engineering pledged 23.9% SBE project participation and satisfactorily met the ESBE project goal.



## BACKGROUND

This project will increase public safety by constructing new frontage improvements along a new park site adjacent to Franklin Boulevard and by installing a new traffic signal at the intersection of Franklin Boulevard and Boyce Drive. The project will construct new sidewalk, curb and gutter, planters, street lights, curb ramps, slurry seal, striping and signage. This project will also install new sewer and water services for the park that will include drainage improvements.

Local transportation funds are being added to the project to fund the traffic signal because park funds are not an appropriate funding source to pay for this portion of the project.

The project was advertised and bids were received on June 13, 2012. The bids are summarized below:

<b>Contractor</b>	<b>Bid Amount</b>	<b>ESBD Participation (Goal 20 %)</b>
Western Engineering	\$658,844.00	23.9%
Navajo Pipelines	\$708,717.20	53.7%
Martin General Engineering	\$758,964.88	45.0%
Biondi Paving & Engineering	\$769,202.50	59.5%

The Engineer's estimate is \$667,463.

It is recommended that the contract be awarded to the lowest responsive and responsible bidder, Western Engineering.

Construction is expected to begin in August 2012 and be completed in October 2012.



## RESOLUTION NO.

Adopted by the Sacramento City Council

### FRANKLIN BOULEVARD FRONTAGE IMPROVEMENTS PROJECT

#### BACKGROUND

- A. This project will increase public safety by constructing new frontage improvements along a new park site along Franklin Boulevard and by installing a new traffic signal at the intersection of Franklin Boulevard and Boyce Drive. The project will construct new sidewalk, curb and gutter, planters, street lights, curb ramps, slurry seal, striping and signage. This project will also install new sewer and water services for the park that will include drainage improvements.
- B. Local transportation funds are being added to the project to fund the traffic signal because park funds are not an appropriate funding source to pay for that portion of the project.
- C. The project was advertised and bids were received on June 13, 2012. The bids are summarized below:

<b>Contractor</b>	<b>Bid Amount</b>	<b>ESBD Participation (Goal 20%)</b>
Western Engineering	\$658,844.00	23.9%
Navajo Pipelines	\$708,717.20	53.7%
Martin General Engineering	\$758,964.88	45.0%
Biondi Paving & Engineering	\$769,202.50	59.5%

- D. The Engineer's estimate is \$667,463.
- E. It is recommended that the contract be awarded to the lowest responsive and responsible bidder, Western Engineering.
- F. Construction is expected to begin in August 2012 and be completed in October 2012.

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

- Section 1. The Plans and Specifications for the Franklin Boulevard Frontage Improvements Project, which is part of the Franklin Boyce Park Project (L19118100), are approved.
- Section 2. The FY12/13 Capital Improvement Program (CIP) is amended by transferring \$356,345 (Fund 2007) from the Major Street Improvements Project (T151218000) to the Franklin Boyce Park Project (L19118100) to support the Franklin Boulevard Frontage Improvements Project.
- Section 3. The construction contract is awarded to Western Engineering for an amount not to exceed \$658,844 for the Franklin Boulevard Frontage Improvements Project which is part of the Franklin Boyce Park Project (L19118100).
- Section 4. Exhibit A is attached and is part of this Resolution.

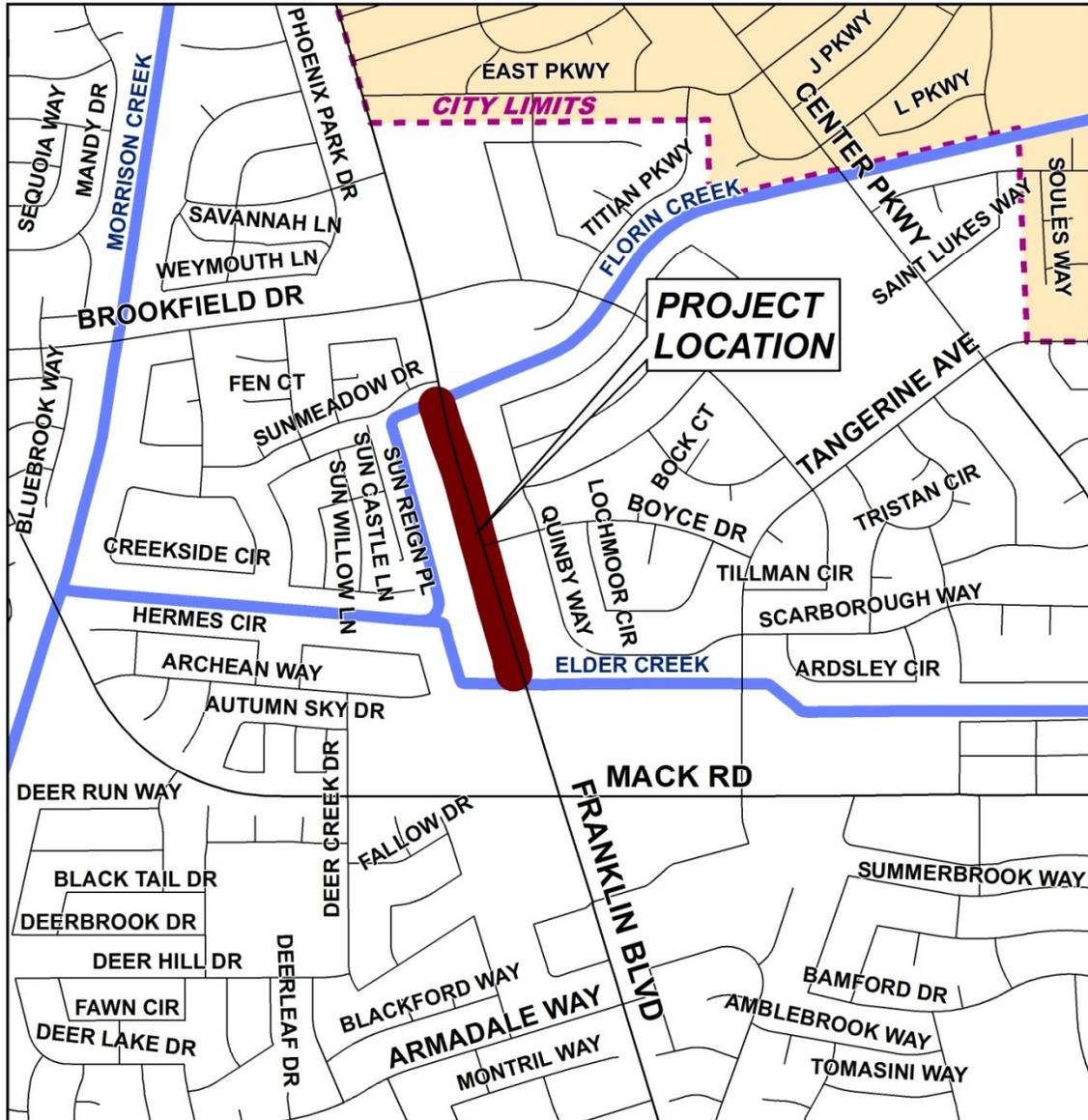
**Table of Contents:**

Exhibit A – Map of Franklin Boulevard Frontage Improvements Project which is part of the Franklin Boyce Park Project (L19118100)



# EXHIBIT A

## Location Map for FRANKLIN BOULEVARD FRONTAGE IMPROVEMENTS PROJECT (L19118100)



Map Contact: S. TobinMap Date: JUN/12





DEPARTMENT OF  
TRANSPORTATION

CITY OF SACRAMENTO  
CALIFORNIA

915 I ST  
RM 2000  
SACRAMENTO, CA  
95814-2702

ENGINEERING SERVICES  
DIVISION

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

**CONTRACT SPECIFICATIONS  
FOR**

**Franklin Boulevard Frontage Improvements**

**(PN: L19118101)**

**Separate Plans**

For Pre-Bid Information Call:  
Ofelia Avalos, Project Manager  
(916) 808-5515

Bids to be received before  
**2:00 P.M. June 13, 2012** at:  
City Clerk's Office  
Historic City Hall  
915 I Street, Suite 116  
Sacramento, CA 95814

**ESBE PROGRAM**

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

Estimated Construction Cost: **\$667,463.00** Construction Time: 35 Working Days



DEPARTMENT OF  
TRANSPORTATION

CITY OF SACRAMENTO  
CALIFORNIA

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

ENGINEERING SERVICES DIVISION

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

**Franklin Boulevard Frontage Improvements  
(PN: L19118101)**

**Addendum No. 1**

June 8, 2012

**To all Potential Bidders:**

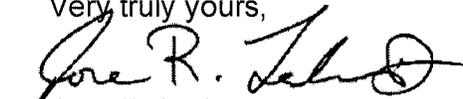
Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, 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, Ofelia Avalos at (916) 808-5515.

Very truly yours,

  
Jose R. Ledesma  
Contract Services  
Enclosure

## ADDENDUM NO. 1

DATE: June 8, 2012

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### Franklin Boulevard Frontage Improvements (PN: L19118101)

- ITEM 1: The Bid opening remains on June 13, 2012
- ITEM 2: The Engineer's Construction Estimate has been revised to \$671,812.
- ITEM 3: REF: The Bid Proposal has been replaced with the attached revised Bid Proposal dated June 8, 212.
- ITEM 4: REF: The Schedule of Value has been replaced with the attached revised Schedule of Value dated June 8, 2012.
- ITEM 5: REF: Plans - C-6 "DETAIL "A" – TYPICAL CROSS SESCTION
- Delete:** DETAIL "A", TYPICAL CROSS SESCTION
- Insert:** **REVISED DETAIL "A"**  
**TYPICAL CROSS SECTION. Dated June 8, 2012**
- ITEM 6: REF: Special Provisions, Bid items  
Add:  
**ITEM NO. 38 – TOP SOIL**
- This item shall consist of the furnishing and placing import topsoil in the planter area, as shown on the plans, described herein, and as directed by the Engineer, and shall conform to Section 14 of the Standard Specifications.
- The topsoil shall be uniformly distributed in the planter area and compacted in place to 85% compaction.
- Payment shall be at the unit price bid per cubic yard and shall include full compensation for furnishing all labor, tools, materials, equipment, incidentals and for all work involved in placing import topsoil as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.
- ITEM 7: REF: Sheet C-3 Note #1  
Replace the first sentence with the following: STA 9+28; INSTALL 18LF OF 6" VCP SAN. SEWER AT 2% SLOPE. SEE SASD DETAIL LL-02A FOR CLEANOUT.  
Remove the last statement " INV @ STUB =10.09"

TO THE HONORABLE CITY COUNCIL  
 SACRAMENTO, CALIFORNIA:

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

**FRANKLIN BOULEVARD FRONTAGE IMPROVEMENTS  
 (PN: L19118101)**

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	CLEARING AND GRUBBING	1	LS	\$	\$
3	POTHOLING BY DRILLING	5	EA	\$	\$
4	ROADWAY EXCAVATION AND GRADING (F)	796	(F) CY	\$	\$
5	UNSUITABLE MATERIAL TO REMOVE AND REPLACE	50	Ton	\$	\$
6	AGGREGATE BASE CLASS 2 TO PLACE	1,157	Ton	\$	\$
7	ASPHALT CONCRETE (3/4") PAVEMENT TO PLACE	136	Ton	\$	\$
8	SLURRY SEAL (TYPE II) TO PLACE	3,532	SY	\$	\$
9	3 1/2" PCC SIDEWALK TO CONSTRUCT	10,478	SF	\$	\$
10	CURB AND GUTTER TYPE 2 TO CONSTRUCT	1,632	LF	\$	\$
11	CURB TYPE 14 TO CONSTRUCT	55	LF	\$	\$
12	PCC MEDIAN TO CONSTRUCT	20	SF	\$	\$
13	TRUNCATED DOMES ON NEW RAMPS (36" x 48")	7	EA	\$	\$
14	MAINTENANCE HOLE TO ADJUST TO GRADE	2	EA	\$	\$
15	TYPE "B" DROP INLET TO PLACE	3	EA	\$	\$

16	12" DIAMETER DRAIN LEAD TO PLACE	167	LF	\$		\$
17	6" SEWER SERVICE TO PLACE	1	EA	\$		\$
18	8" DIAMETER WATER MAIN TO INSTALL	176	LF	\$		\$
19	2" WATER SERVICE TO INSTALL	1	EA	\$		\$
20	4" IRRIGATION SERVICE TO INSTALL	1	EA	\$		\$
21	4" DIAMETER GATE VALVE TO INSTALL	1	EA	\$		\$
22	8' DIAMETER GATE VALVE TO INSTALL	4	EA	\$		\$
23	FIRE HYDRANT TO INSTALL	1	EA	\$		\$
24	TREE TO REMOVE	1	EA	\$		\$
25	TRAFFIC SIGN TO PLACE	13	EA	\$		\$
26	NEW POST TO INSTALL	3	EA	\$		\$
27	SIGN TO REMOVE	4	EA	\$		\$
28	SIGN TO RELOCATE	1	EA	\$		\$
29	TRAFFIC STRIPE TO REMOVE	15,528	LF	\$		\$
30	PAVEMENT MARKINGS TO REMOVE	88	SF	\$		\$
31	THERMOPLASTIC TRAFFIC STRIPING (4") TO PLACE	849	LF	\$		\$
32	THERMOPLASTIC TRAFFIC STRIPING (6") TO PLACE	1,613	LF	\$		\$
33	THERMOPLASTIC TRAFFIC STRIPING (12") TO PLACE	820	LF	\$		\$
34	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	74	SF	\$		\$
35	RAISED PAVEMENT MARKERS TO PLACE	39	EA	\$		\$
36	TRAFFIC SIGNAL INSTALLATION	1	LS	\$		\$
37	STREETLIGHT INSTALLATION	1	LS	\$		\$
38	TOP SOIL	145	CY	\$		\$

(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 **Thirty Five (35) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

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

In determining the amount bid by each bidder, 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.

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

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

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

\_\_\_\_\_ CERTIFIED CHECK  
\_\_\_\_\_ CASHIER'S CHECK  
\_\_\_\_\_ BID BOND  
\_\_\_\_\_ MONEY ORDER  
\_\_\_\_\_ OTHER SECURITY

CONTRACTOR:

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type)

Title \_\_\_\_\_  
Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

Date \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Type \_\_\_\_\_

Expiration Date \_\_\_\_\_

Tax I.D. Nos.- Fed. \_\_\_\_\_ State \_\_\_\_\_

City of Sacramento Business Operation Tax Certificate No. \_\_\_\_\_  
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE \_\_\_\_\_ Cert # \_\_\_\_\_

SBE \_\_\_\_\_ Cert # \_\_\_\_\_

UDBE \_\_\_\_\_ Cert # \_\_\_\_\_

M/WBE \_\_\_\_\_ Cert # \_\_\_\_\_

**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 type="checkbox"/> Bid Bond	<input type="checkbox"/> Cashier/Certified Check
<input type="checkbox"/> Other _____	Initial: _____



# SCHEDULE OF VALUES

# V4 - temp 5%

REVISSED 6/8/12  
 Franklin Boulevard Frontage Improvements  
 L19118101

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

PROJECT NAME:  
 CITY PROJECT NUMBER:  
 CONTRACTOR: (As per City Agreement)  
 REMITTANCE ADDRESS:  
 PHONE NUMBER: ( )  
 INVOICE NUMBER: L19118101-1

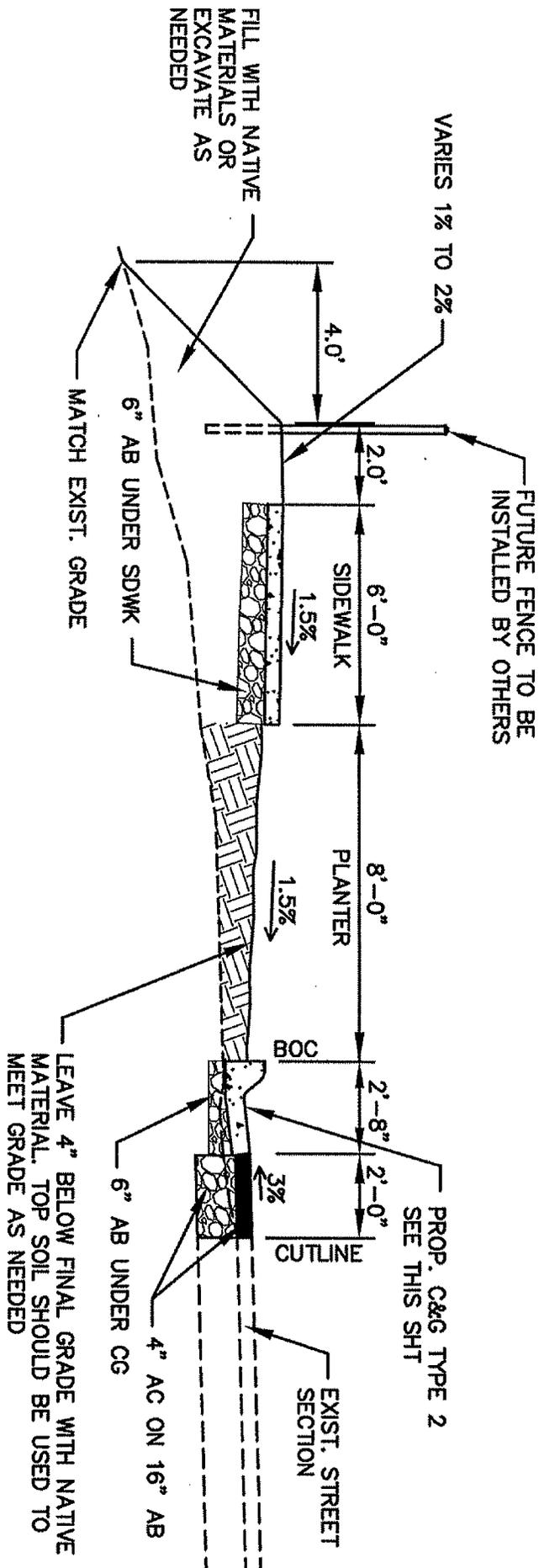
DEPARTMENT OF TRANSPORTATION  
 ENGINEERING SERVICES DIVISION  
 915 I Street, Room 2000

Payment No. 1  
 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)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	PRECONSTRUCTION PHOTOGRAPHS	1	LS									1.00	
2	CLEARING AND GRUBBING	1	LS									1.00	
3	POTHOLING BY DRILLING	5	EA									5.00	
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7	ASPHALT CONCRETE (3/4") PAVEMENT TO PLACE	136	Ton									136.00	
8	SLURRY SEAL (TYPE II) TO PLACE	3,532	SY									3,532.00	
9	3 1/2" PCC SIDEWALK TO CONSTRUCT	10,478	SF									10,478.00	
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18	8" DIAMETER WATER MAIN TO INSTALL	176	LF									176.00	
19	2" WATER SERVICE TO INSTALL	1	EA									1.00	
20	4" IRRIGATION SERVICE TO INSTALL	1	EA									1.00	
21	4" DIAMETER GATE VALVE TO INSTALL	1	EA									1.00	
22	8" DIAMETER GATE VALVE TO INSTALL	4	EA									4.00	
23	FIRE HYDRANT TO INSTALL	1	EA									1.00	
24	TREE TO REMOVE	1	EA									1.00	
25	TRAFFIC SIGN TO PLACE	13	EA									13.00	
156	NEW POST TO INSTALL	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)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
27	SIGN TO REMOVE	4	EA									4.00	
28	SIGN TO RELOCATE	1	EA									1.00	
29	TRAFFIC STRIPE TO REMOVE	15,528	LF									15,528.00	
30	PAVEMENT MARKINGS TO REMOVE	88	SF									88.00	
31	THERMO TRAFFIC STRIPING (4") TO PLACE	849	LF									849.00	
32	THERMO TRAFFIC STRIPING (6") TO PLACE	1,613	LF									1,613.00	
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36	TRAFFIC SIGNAL INSTALLATION	1	LS									1.00	
37	STREETLIGHT INSTALLATION	1	LS									1.00	
38	TOPSOIL	145	CY									145.00	
<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													
<b>Sum of all Change Orders</b>						\$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		
<b>CCO Adjusted Contract Amount (Original + Change Orders)</b>						\$0.00	Retention Withheld From Previous Pay Request	This Retention (current work) (5%)	Retention Withheld to Date				
<b>Partial Retention Release (Prior approval is needed before proceeding with partial retention release)</b>							"Retention Released to Date" From Previous Pay Request	Current Retention Release	Retention Released to Date				
<b>Total Paid To Date" from Previous Pay Request</b>							"Total Paid To Date" from Previous Pay Request	This Payment	Total Paid to Date			Supervisor Approval (Print & Sign)	

Contractor Entered Data  
PM Entered Data



**REVISED DETAIL 'A'**  
**TYPICAL CROSS SECTION**  
**FRANKLIN BLVD.**  
 N.T.S.

Dated: June 8, 2012

To view this project on-line go to:

[www.planroom.us/cityofsac](http://www.planroom.us/cityofsac)

There is no charge to view this project.



DEPARTMENT OF  
TRANSPORTATION

CITY OF SACRAMENTO  
CALIFORNIA

915 I ST, RM 2000  
SACRAMENTO, CA  
95814-2702

ENGINEERING SERVICES  
DIVISION

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

May 23, 2012

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

The City of Sacramento is currently soliciting bids for Franklin Boulevard Frontage Improvements (PN: L19118101). Work to be performed under these Special Provisions includes placing new frontage improvements including curb, gutter and sidewalk where there is none as indicated on the Plan sheets and these Special Provisions. **Bids to be received Wednesday, June 13, 2012 at 2:00 p.m. The plans may be reviewed at the following locations:**

1. Construction Data & News,  
1791 Tribute Rd. Suite D, Sacramento, CA 95815
2. Greater Sacramento Small Business Development Center  
1410 Ethan Way, Sacramento, CA 95815
3. Sacramento Builders Exchange  
1331 T Street, Sacramento, CA 95814
4. Sacramento Builders Exchange, Roseville Office  
1 Sierragate, Suite 290-C, Roseville, CA 95678
5. El Dorado Builders Exchange  
3430 Robin Lane, Suite 7, Cameron Park, CA 95682
6. Placer County Builders' Exchange  
10656 Industrial Ave, Roseville, CA 95678
7. Construction Market Data  
1540 River Park Drive, Suite 117, Sacramento, CA 95815
8. Nevada County Contractors Association  
111-A New Mohawk Rd, Nevada City, CA 95959
9. Shasta Builder's Exchange  
2990 Innsbruck Dr, Redding, CA 96003
10. San Francisco Builders Exchange  
850 South Van Ness Ave, San Francisco, CA 94110-1911
11. Builders Exchange of Santa Clara  
400 Reed Street, Santa Clara, CA 95050
12. Sacramento Hispanic Chamber of Commerce  
1491 River Park Drive, Ste #101, Sacramento, CA 95815
13. Fresno Builders Exchange  
1244 Mariposa Street, Fresno, CA 93707-0111
14. Peninsula Builders Exchange  
735 Industrial Rd, Ste #100, San Carlos, CA 94070
15. California Small Business Entrepreneurs, Inc (CalSBE)  
3023 East Myrtle Street, Stockton, CA 95205

City Council  
Franklin Boulevard Frontage Improvements (PN: L19118101)  
May 22, 2012

16. Sacramento Asian Pacific Chamber of Commerce  
2012 H Street, Ste #202, Sacramento, CA 95814
17. Sacramento Black Chamber of Commerce  
2655 Del Monte St, West Sacramento, CA 95691
18. Russian Chamber of Commerce  
2929 Fulton Ave, Ste #6, Sacramento, CA 95821

Bidders may obtain the Contract Documents at Signature Reprographics, 620 Sunbeam Avenue, Sacramento, CA 95814, 916-454-0800. The full cost of the bid package with plans will be at the contractors cost. An electronic copy may be purchased from Signature Reprographics at half the cost of the printed set. The construction estimate is **\$667,463.00** The City Project Manager is **Ofelia Avalos (916) 808-5515**.

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

Department of Transportation, Engineering Services Division  
New City Hall  
915 I St, Room 2000  
Sacramento, CA 95814  
Attention: Angela Edwards (916) 808-6725

Respectfully,



Angela Edwards  
Contract Services

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Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Historic City Hall, Ste 116, located at 915 I Street between 9th and 10th Streets, up to the hour of 2:00 PM on **June 13, 2012** and will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

**Franklin Boulevard Frontage Improvements  
(PN: L19118101)**

as set forth in the Contract Documents.

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

**Franklin Boulevard Frontage Improvements  
(PN: L19118101)**

Copies of the Contract Documents are available at

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

Full price for the plans and specifications will be charged to the contractor. An electronic copy of the plans and specifications may be purchased at half the price.

Subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **Electronic Web submittal of Labor Compliance Reports is effective May 1, 2007.** Each contractor and every lower-tier subcontractor is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

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

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

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

All questions regarding this Labor Compliance Program should be directed to the department's contracts staff or Contracts Services at (916) 808-8195.

Pursuant to Sacramento City Code Section 3.60.250, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, Ste 116, Sacramento, CA 95814.

ESBE REQUIREMENTS  
(City Contracts no Federal Funds Used)

I. **ESBE PROGRAM REQUIREMENTS**

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

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

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

II. **ESBE CERTIFICATION**

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

III. **DETERMINATION OF ESBE PARTICIPATION LEVEL**

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

**IV. ESBE REQUIREMENTS OF SUCCESSFUL BID/PROPOSAL**

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

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

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

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

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

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

V. DEFINITIONS

A. Emerging Business Enterprise (EBE)

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

B. Small Business Enterprise (SBE)

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

C. CONTRACTOR

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

D. SUBCONTRACTOR

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

# TITLE VI

## Title VI Language

### 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:**

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.

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

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

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

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

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

(Amended 1983 Ch. 681)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Amended by Stats. 1989, Ch. 1224)

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

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

(Amended by Stats. 1989, Ch. 1224)

JG3-01.A

**BID PROPOSAL FORMS**

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**PLEASE REMOVE AND**

**COMPLETE**

**THE FOLLOWING DOCUMENTS**

**AND**

**SUBMIT AS**

**THE BID PROPOSAL**

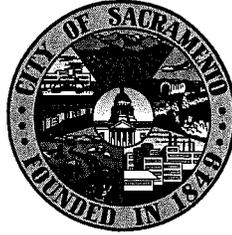
**PACKAGE**

## BID PROPOSAL CHECKLIST

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

<u>Included</u> <u>Please (√)</u>	<u>Pages</u>
<input type="checkbox"/> Bid Proposal Form	1 – 4
<input type="checkbox"/> Bid Proposal Guarantee	1 only
<input type="checkbox"/> Drug Free Work Place Certification	1 only
<input type="checkbox"/> Minimum Qualifications Questionnaire	1 - 6
<input type="checkbox"/> E/SBE Subcontractor Form*	1 only
<input type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
<input type="checkbox"/> City of Sacramento Arizona Policy	1 only

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



**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

TO THE HONORABLE CITY COUNCIL  
 SACRAMENTO, CALIFORNIA:

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

**FRANKLIN BOULEVARD FRONTAGE IMPROVEMENTS  
 (PN: L19118101)**

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	\$ 100. <sup>00</sup>	\$ 100.00
2	CLEARING AND GRUBBING	1	LS	\$ 42,880. <sup>00</sup>	\$ 42,880.00
3	POTHOLING BY DRILLING	5	EA	\$ 500. <sup>00</sup>	\$ 2,500.00
4	ROADWAY EXCAVATION AND GRADING (F)	796	(F) CY	\$ 43. <sup>00</sup>	\$ 34,228.00
5	UNSUITABLE MATERIAL TO REMOVE AND REPLACE	50	Ton	\$ 25. <sup>00</sup>	\$ 1,250.00
6	AGGREGATE BASE CLASS 2 TO PLACE	1,157	Ton	\$ 52. <sup>00</sup>	\$ 60,164.00
7	ASPHALT CONCRETE (3/4") PAVEMENT TO PLACE	136	Ton	\$ 125. <sup>00</sup>	\$ 17,000.00
8	SLURRY SEAL (TYPE II) TO PLACE	3,532	SY	\$ 4. <sup>25</sup>	\$ 15,011.00
9	3 1/2" PCC SIDEWALK TO CONSTRUCT	10,478	SF	\$ 3. <sup>50</sup>	\$ 36,673.00
10	CURB AND GUTTER TYPE 2 TO CONSTRUCT	1,632	LF	\$ 16. <sup>00</sup>	\$ 26,112.00
11	CURB TYPE 14 TO CONSTRUCT	55	LF	\$ 16. <sup>00</sup>	\$ 880.00
12	PCC MEDIAN TO CONSTRUCT	20	SF	\$ 18. <sup>00</sup>	\$ 360.00
13	TRUNCATED DOMES ON NEW RAMPS (36" x 48")	7	EA	\$ 600. <sup>00</sup>	\$ 4,200.00
14	MAINTENANCE HOLE TO ADJUST TO GRADE	2	EA	\$ 800. <sup>00</sup>	\$ 1,600.00
15	TYPE "B" DROP INLET TO PLACE	3	EA	\$ 2,500. <sup>00</sup>	\$ 7,500.00

16	12" DIAMETER DRAIN LEAD TO PLACE	167	LF	\$ 200. <sup>00</sup>	\$ 33,400.00
17	6" SEWER SERVICE TO PLACE	1	EA	\$ 5,000. <sup>00</sup>	\$ 5,000.00
18	8" DIAMETER WATER MAIN TO INSTALL	176	LF	\$ 150. <sup>00</sup>	\$ 26,400.00
19	2" WATER SERVICE TO INSTALL	1	EA	\$ 4,400. <sup>00</sup>	\$ 4,400.00
20	4" IRRIGATION SERVICE TO INSTALL	1	EA	\$ 7,100. <sup>00</sup>	\$ 7,100.00
21	4" DIAMETER GATE VALVE TO INSTALL	1	EA	\$ 1,400. <sup>00</sup>	\$ 1,400.00
22	8" DIAMETER GATE VALVE TO INSTALL	4	EA	\$ 1,800. <sup>00</sup>	\$ 7,200.00
23	FIRE HYDRANT TO INSTALL	1	EA	\$ 5,000. <sup>00</sup>	\$ 5,000.00
24	TREE TO REMOVE	1	EA	\$ 500. <sup>00</sup>	\$ 500.00
25	TRAFFIC SIGN TO PLACE	13	EA	\$ 125. <sup>00</sup>	\$ 1,625.00
26	NEW POST TO INSTALL	3	EA	\$ 150. <sup>00</sup>	\$ 450.00
27	SIGN TO REMOVE	4	EA	\$ 100. <sup>00</sup>	\$ 400.00
28	SIGN TO RELOCATE	1	EA	\$ 200. <sup>00</sup>	\$ 200.00
29	TRAFFIC STRIPE TO REMOVE	15,528	LF	\$ 0. <sup>20</sup>	\$ 3,105.60
30	PAVEMENT MARKINGS TO REMOVE	88	SF	\$ 4. <sup>00</sup>	\$ 352.00
31	THERMOPLASTIC TRAFFIC STRIPING (4") TO PLACE	849	LF	\$ 1. <sup>00</sup>	\$ 849.00
32	THERMOPLASTIC TRAFFIC STRIPING (6") TO PLACE	1,613	LF	\$ 1. <sup>30</sup>	\$ 2,096.90
33	THERMOPLASTIC TRAFFIC STRIPING (12") TO PLACE	820	LF	\$ 3. <sup>00</sup>	\$ 2,460.00
34	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	74	SF	\$ 10. <sup>00</sup>	\$ 740.00
35	RAISED PAVEMENT MARKERS TO PLACE	39	EA	\$ 10. <sup>00</sup>	\$ 390.00
36	TRAFFIC SIGNAL INSTALLATION	1	LS	\$ 219,500. <sup>00</sup>	\$ 219,500.00
37	STREETLIGHT INSTALLATION	1	LS	\$ 75,667. <sup>50</sup>	\$ 75,667.50
38	TOP SOIL	145	CY	\$ 70. <sup>00</sup>	\$ 10,150.00

(F) – denotes final pay quantity

CONTRACTOR NAME: WESTERN ENGINEERING CONTRACTORS, INC. TOTAL \$ 658,844.00

It is understood that this Bid Proposal is based upon completion of the Work within a period of **Thirty Five (35) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor.

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

In determining the amount bid by each bidder, 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.

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.

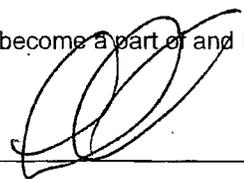
The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

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>1</u>	DATE	<u>6/8/12</u>
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____



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

WESTERN ENGINEERING CONTRACTORS, INC. - A CORPORATION

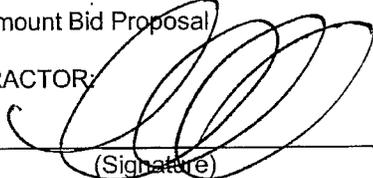
If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

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% OF BASE BID ) not less than ten percent (10%) of amount Bid Proposal

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

CONTRACTOR:  
By   
(Signature)

DON CARROLL  
(Print or Type)

Title PRESIDENT

Address 3171 RIPPEY ROAD  
LOOMIS, CA 95650

Telephone No. 916-652-3990

Fax No. 916-652-3995

Email Address JWERTZ@WESTENG.COM

Date 6/13/12

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. 440681 Type A HAZ

Expiration Date 6/30/13

Tax I.D. Nos.- Fed. 94-2901297 State CALIFORNIA

City of Sacramento Business Operation Tax Certificate No. 101814  
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE \_\_\_\_\_ Cert # N/A

SBE \_\_\_\_\_ Cert # N/A

UDBE \_\_\_\_\_ Cert # N/A

M/WBE \_\_\_\_\_ Cert # N/A



DEPARTMENT OF CONSUMER AFFAIRS

# Contractors State License Board

## Contractor's License Detail - License # 440681

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

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

<b>License Number</b>	<b>440681</b>	<b>Extract Date</b> 7/16/2012
<b>WESTERN ENGINEERING CONTRACTORS INC</b>		
<b>Business Information</b>	Business Phone Number: (916) 652-3990	
	P O BOX 1387 LOOMIS, CA 95650	
<b>Entity</b>	Corporation	
<b>Issue Date</b>	06/03/1983	
<b>Expire Date</b>	06/30/2013	
<b>License Status</b>	<b>ACTIVE</b>	
	This license is current and active. <b>All information below should be reviewed.</b>	
<b>Classifications</b>	<b>CLASS</b>	<b>DESCRIPTION</b>
	A	GENERAL ENGINEERING CONTRACTOR
<b>Certifications</b>	<b>CERT</b>	<b>DESCRIPTION</b>
	HAZ	HAZARDOUS SUBSTANCES REMOVAL
<b>Bonding</b>	<b>CONTRACTOR'S BOND</b>	
	This license filed a Contractor's Bond with <u>CONTINENTAL CASUALTY COMPANY.</u>	
	<b>Bond Number:</b> 137707158	
	<b>Bond Amount:</b> \$12,500	
	<b>Effective Date:</b> 01/01/2007	
	<u>Contractor's Bond History</u>	
	<b>BOND OF QUALIFYING INDIVIDUAL</b>	
	1. The Responsible Managing Officer (RMO) CARROLL DON J certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is <b>not</b> required.	
	<b>Effective Date:</b> 12/21/2009	
	<u>BQI's Bond History</u>	
<b>Workers' Compensation</b>	<b>WORKERS' COMPENSATION</b>	
	This license has workers compensation insurance with <u>OLD REPUBLIC GENERAL INSURANCE CORPORATION</u>	
	<b>Policy Number:</b> A1CW49121107	
	<b>Effective Date:</b> 10/01/2011	
	<b>Expire Date:</b> 10/01/2012	
	<u>Workers' Compensation History</u>	

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



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Copyright © 2010 State of California

**KNOW ALL MEN BY THESE PRESENTS,**

That we, Western Engineering Contractors, Inc.

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**

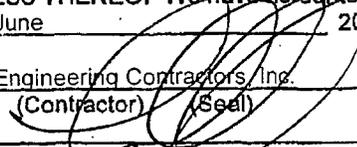
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of General Services, City of Sacramento, located at 915 I Street, Historic Building, 1<sup>st</sup> Floor, Sacramento, CA 95814 up to the hour of 2:00 p.m. on June 13, 2012 for the Work specifically described as follows:

**Franklin Boulevard Frontage Improvements  
(PN: L19118101)**

**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 12th  
day of June 2012

Western Engineering Contractors, Inc.  
(Contractor) (Seal)  
By   
Title DON CARROLL - PRESIDENT

Western Surety Company  
(Surety) (Seal)  
By Monica A. Hutchison  
Title Monica A. Hutchison, Attorney-in-Fact  
Agent Name and Address Warren G. Bender Co.  
516 Gibson Drive, Suite 240, Roseville, CA 95678  
Agent Phone # (916) 380-5300  
Surety Phone # (916) 677-1391  
California License # 0406967

ORIGINAL APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

County of Placer }

On June 12, 2012 before me, Jason Michael Theis, Notary Public  
Date Here Insert Name and Title of the Officer

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

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

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

Witness my hand and official seal.

Signature Jason Michael Theis  
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: \_\_\_\_\_

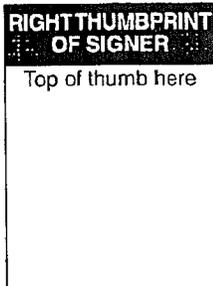
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

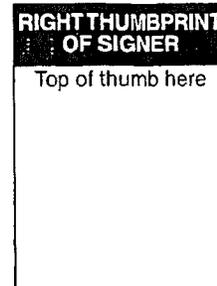
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee s
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- 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

**Stephen D Bender, David K Johnson, Monica A Hutchison, Edward Johnson, Nicole Taylor, Individually**

of Roseville, 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 24th day of May, 2011.



WESTERN SURETY COMPANY

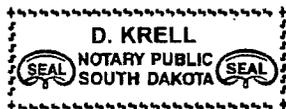
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 24th 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, 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 12th day of June, 2012.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of PLACER

On 6/13/12  
Date

before me;

A. LESTER, NOTARY PUBLIC  
Here Insert Name and Title of the Officer

personally appeared

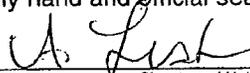
DON CARROLL  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature



Signature of Notary Public



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: BID PROPOSAL GUARANTEE

Document Date: 6/12/12

Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: DON CARROLL

- 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: WESTERN  
ENGINEERING CONTRACTORS,  
INC.

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

## Company Profile

### WESTERN SURETY COMPANY

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

#### Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS  
ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

---

#### Reference Information

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

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#### Lines of Insurance Authorized to Transact

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

LIABILITY  
SURETY

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#### Company Complaint Information

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

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## Want More?

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

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Last Revised - June 05, 2012 12:07 PM  
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CITY OF SACRAMENTO

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL**

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

Name of Prime Contractor: WESTERN ENGINEERING CONTRACTORS, INC.	Business Entity or Subcontractor Name and Location	Indicate EBE or SBE (subject to verification)	Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work / Services Provided	Date: 6/13/12
	Nor-Cal Concrete, Suisun, CA	SBE	Concrete	\$ 67,500.00	
	Pacific Excavation, Elk Grove		Electrical	\$ 295,167.50	
	Centerline Striping, Elk Grove, CA	SBE	Sign & Stripe	\$ 15,000.00	
	C.P.M., Sacramento, CA		Slurry Seal	\$ 14,000.00	
	Al's Land Clearing, Sacramento, CA		Clearing (Partial)	\$ 3,700.00	
	Larry Jensen Trading, Placerville, CA	SBE	Fracturing - DC	\$ 12,000.00 - DC	
	Rose Supply, San Marcos, CA	SBE	Supply Electrical Mtl 3 Regup	\$ 75,000.00	

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

WESTERN ENGINEERING CONTRACTORS, INC.  
P.O. BOX 1387  
LOOMIS, CA 95650



6/13/2012

TRAFFIC SIGNAL INSTALLATION

**COST BREAKDOWN**

BID ITEM # 36

JOB NAME: FRANKLIN BLVD. FRONTAGE

LOCATION: STOCKTON, CA

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
FOUNDATIONS CF 29-5-100	2	\$1,950.00	E	\$3,900.00
FOUNDATIONS CF 26-4-100	1	\$1,950.00	E	\$1,950.00
FOUNDATIONS CF 17-3-100	1	\$1,950.00	E	\$1,950.00
FOUNDATIONS 15TS-3-100	1	\$1,950.00	E	\$1,950.00
FOUNDATION 1B	2	\$2,502.00	E	\$5,004.00
FOUNDATION SERVICE	1	\$1,165.00	E	\$1,165.00
FOUNDATION CF CONTROLLER	1	\$1,380.00	E	\$1,380.00
STANDARDS CF 29-5-100	2	\$3,500.00	E	\$7,000.00
STANDARDS CF 26-4-100	1	\$3,200.00	E	\$3,200.00
STANDARDS CF 17-3-100	1	\$3,100.00	E	\$3,100.00
STANDARDS 15TS-3-100	1	\$2,800.00	E	\$2,800.00
STANDARD 1B	2	\$1,102.00	E	\$2,204.00
TYPE III-AF SERVICE	1	\$3,675.00	E	\$3,675.00
TYPE CONTROLLER CF	1	\$1,500.00	E	\$1,500.00
VIDEO DET CAMERA CF	4	\$1,100.00	E	\$4,400.00
PTZ CAMERA	1	\$6,000.00	E	\$6,000.00
PED PUSH BUTTONS	8	\$50.00	E	\$400.00
PED PUSH BUTTON POST	2	\$350.00	E	\$700.00
GPS OPTICOM	1	\$15,000.00	E	\$15,000.00
#14 WIRE	9500	\$0.70	LF	\$6,650.00
#12 WIRE	150	\$0.80	LF	\$120.00
#10 WIRE	1600	\$0.85	LF	\$1,360.00
#8 WIRE	500	\$1.00	LF	\$500.00
#6 WIRE	1250	\$1.30	LF	\$1,625.00
48 SMFO	4250	\$2.50	LF	\$10,625.00
12 SMFO	200	\$2.00	LF	\$400.00
FIBER SPLICING/TESTING	1	\$7,500.00	LS	\$7,500.00
D.L.C. 4/C CANOGA	3250	\$1.00	LF	\$3,250.00
DETECTABLE PULL ROPE	4000	\$1.00	LF	\$4,000.00
1.5" PVC CONDUIT	50	1.50	LF	\$75.00
2" PVC CONDUIT	6200	2.00	LF	\$12,400.00
3" PVC CONDUIT	630	3.00	LF	\$1,890.00
2" RIGID CONDUIT	360	12.00	LF	\$4,320.00
N44 PULL BOX	1	1,800.00	E	\$1,800.00
#5 PULL BOXES	4	650.00	E	\$2,600.00
#6 PULL BOXES	9	750.00	E	\$6,750.00
#6 PULL BOXES (E)	12	920.00	E	\$11,040.00
#2 PG&E SECONDARY PULL BOX	1	649.00	E	\$649.00
DET. H/HOLES - (B)	2	350.00	E	\$700.00
6X6 DETECTOR LOOPS	4	750.00	E	\$3,000.00
INSTALLATION OF CONDUITS	3520	13.40	LF	\$47,168.00
SP-1-T	6	450.00	E	\$2,700.00
SP-2-T	1	600.00	E	\$600.00
SV-1-T	3	750.00	E	\$2,250.00
MAS	6	400.00	E	\$2,400.00
SV-3-T	1	1,100.00	E	\$1,100.00
TV-2-T	3	950.00	E	\$2,850.00
BREAK AND PATCH	12	150.00	E	\$1,800.00
GROUND ROD	2	50.00	E	\$100.00
R/S EX T.S. EQUIP.	1	250.00	E	\$250.00
F/A	1	650.00	E	\$650.00
NETWORK SWITCH	2	1,900.00	E	\$3,800.00
POWER SUPPLY	2	500.00	E	\$1,000.00
POWER SURGE	2	150.00	E	\$300.00
COAXIAL CABLE	1000	2.00	LF	\$2,000.00
POWER CORD	1000	2.00	LF	\$2,000.00

9796 Kent Street • Elk Grove, California 95624  
(916) 686-2800 • (916) 686-2806 Fax

\$219,500.00

WESTERN ENGINEERING CONTRACTORS, INC.  
P.O. BOX 1387  
LOOMIS, CA 95650



6/13/2012

STREETLIGHT INSTALLATION

**COST BREAKDOWN**

BID ITEM # 37

JOB NAME: FRANKLIN BLVD. FRONTAGE

LOCATION: STOCKTON, CA

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
FOUNDATIONS DECO STREETLIGHT	8	\$1,100.00	E	\$8,800.00
FOUNDATIONS TYPE 15	7	\$1,400.00	E	\$9,800.00
STANDARDS DECO	8	\$2,060.00	E	\$16,480.00
STANDARD TYPE 15	7	\$2,900.00	E	\$20,300.00
#10 WIRE	1750	\$0.85	LF	\$1,487.50
#6 WIRE	5000	\$1.30	LF	\$6,500.00
2" PVC CONDUIT	1500	2.00	LF	\$3,000.00
#5 PULL BOXES	12	650.00	E	\$7,800.00
INSTALLATION OF CONDUITS	150	10.00	LF	\$1,500.00

\$75,667.50

### BizNet Profile: NOR-CAL CONCRETE INC.

<b>Registration/NbR:</b> 19217 <b>Prime SIC:</b> 0C08 <b>Prime NIGP:</b> 00C08
<b>Name:</b> NOR-CAL CONCRETE INC.
<b>Business Description:</b> CONCRETE INSTALLATION, CONSTRUCTION
<b>Street:</b> PO BOX 521
<b>City:</b> SUISUN CITY <b>State:</b> CA <b>Zip:</b> 94585
<b>County:</b>
<b>Phone:</b> (707) 425-6144 <b>Fax:</b> (707) 425-5453
<b>E-mail:</b> <a href="mailto:norcalconcrete@sbcglobal.net">norcalconcrete@sbcglobal.net</a>
<b>Work Location:</b>
<b>County:</b>
<b>Contact:</b> CINDI GYNOS, ACCOUNT MANAGER
<b>Ethnic Group:</b> Hispanic
<b>Gender:</b> Male
<b>Certificaton Status:</b>
<b>Sacramento Certification:</b> SBE <b>State Certification:</b> SBE <b>DBE Certification:</b> DBE
<b>Sacramento Cert. Expires:</b> 3/23/2015 <b>California Cert. Expires:</b> 4/1/2002 <b>DBE Cert. Expires:</b> 2/1/2005
<b>Additional SIC and NIGP:</b>
<b>2nd SIC:</b> 1771 <b>3rd SIC:</b> <b>4th SIC:</b> <b>5th SIC:</b> <b>6th SIC:</b> <b>7th SIC:</b> <b>8th SIC:</b>
<b>2nd NIGP:</b> 91051 <b>3rd NIGP:</b> <b>4th NIGP:</b> <b>5th NIGP:</b> <b>6th NIGP:</b> <b>7th NIGP:</b> <b>8th NIGP:</b>

**NOTE:**

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

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**BizNet Profile: CENTERLINE STRIPING CO., INC.**

<b>Registration/NbR:</b> 708 <b>Prime SIC:</b> 0C32 <b>Prime NIGP:</b> 00C32
<b>Name:</b> CENTERLINE STRIPING CO., INC.
<b>Business Description:</b> PAVEMENT MARKING CONTRACTORS
<b>Street:</b> 9847 DINO DRIVE
<b>City:</b> ELK GROVE <b>State:</b> CA <b>Zip:</b> 95624
<b>County:</b>
<b>Phone:</b> (916) 686-8860 <b>Fax:</b> (916) 686-8868
<b>E-mail:</b> tom@centerlinestriping.com
<b>Work Location:</b>
<b>County:</b>
<b>Contact:</b> LEALLYN BREault, PRESIDENT/THOMAS BREault, VICE PRESIDENT
<b>Ethnic Group:</b> Caucasian
<b>Gender:</b> Male
<b>Certificaton Status:</b>
<b>Sacramento Certification:</b> SBE <b>State Certification:</b> SBE <b>DBE Certification:</b> OBE
<b>Sacramento Cert. Expires:</b> 5/7/2015 <b>California Cert. Expires:</b> 10/31/2007 <b>DBE Cert. Expires:</b>
<b>Additional SIC and NIGP:</b>
<b>2nd SIC:</b> 1799 <b>3rd SIC:</b> 1700 <b>4th SIC:</b> 1611 <b>5th SIC:</b> 1542 <b>6th SIC:</b> 8711 <b>7th SIC:</b> <b>8th SIC:</b>
<b>2nd NIGP:</b> 96852 <b>3rd NIGP:</b> 96853 <b>4th NIGP:</b> 96856 <b>5th NIGP:</b> 96859 <b>6th NIGP:</b> 96861 <b>7th NIGP:</b> 96862 <b>8th NIGP:</b> 96866

**NOTE:**

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

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## 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.

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

**QUESTIONNAIRE**

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

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

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

1. **Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:**  
A HAZ 6/30/13 #440681
  
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

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

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

Yes

No

Not applicable

**OR**

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

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

Yes

No

Not applicable

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

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

Yes

No

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

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

Yes

No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

Yes  No

**OR**

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

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

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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

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

Yes  No

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FOR CITY CLERK USE ONLY

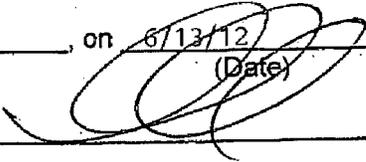
RESOLUTION NO.: 2007-574

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 LOOMIS, CA, on 6/13/12  
(Location) (Date)

Signature: 

Print name: DON CARROLL

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.

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

## **INTRODUCTION**

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

## **APPLICATION**

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

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

## **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

WESTERN ENGINEERING CONTRACTORS, INC.

Name of Contractor

3171 RITPEY ROAD, LOOMIS, CA 95650

Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

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

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

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

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

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

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

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

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

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

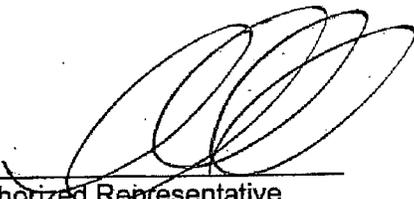
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

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

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.  
  
I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.
9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

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

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



\_\_\_\_\_  
Signature of Authorized Representative

6/13/12

\_\_\_\_\_  
Date

DON CARROLL

\_\_\_\_\_  
Print Name

PRESIDENT

\_\_\_\_\_  
Title

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



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

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

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

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

The included employee benefits are:

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

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

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

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

### **You May . . .**

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

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

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

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

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



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

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

The included employee benefits are:

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

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

#### You May . . .

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St, 2<sup>nd</sup> Floor  
Sacramento, CA 95814-2714
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### Discrimination and Retaliation Prohibited.

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

#### You May Also . . .

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

## **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.**





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

**City of Sacramento Boycott of Arizona-Headquartered Businesses**

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

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

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

CALIFORNIA  
State Where Bidder is Headquartered

6/23/10

**FOLLOWING FORMS TO BE FILLED OUT**

**AND SIGNED**

**ONLY**

**IF AWARDED CONTRACT**

AGREEMENT  
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification July 24, 2012, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Western Engineering Contractors, Inc, 3171 Rippey Road, Loomis, CA 95650 ("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:

Franklin Boulevard Frontage Improvements (PN: L19118101)

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-five (95) 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 five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

(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 Public Contract Code 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 **35 working days** from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Contract.

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in

addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

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

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

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

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

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

damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

(B) Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **nine hundred and ten dollars (\$910)** 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.

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

#### 16. INDEMNITY AND HOLD HARMLESS

(A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to

judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

(B) The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for performance of the Work under the Contract. No additional compensation will be provided for Contractor's insurance premiums.

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

(A) Minimum Scope and Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

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

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(B) Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

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

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

(C) Other Insurance Provisions

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

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

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

(3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

(D) Acceptability of Insurance

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

(E) Verification of Coverage

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

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

(F) Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

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

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

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

## 22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

## 23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During

a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

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

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary

to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

## 27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

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

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

## 28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

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

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

#### 29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

#### 30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

(A) The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

(B) The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services,

equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

32. USE TAX REQUIREMENTS

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

(A) Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

(B) Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

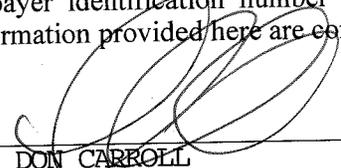
(C) The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

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 JULY 10, 2012

BY   
DON CARROLL

Print Name  
PRESIDENT

Title

BY   
THERESA CARROLL

Print Name  
SECRETARY

Title

Federal ID#  
94-2901297

State ID#  
292-5103-0

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

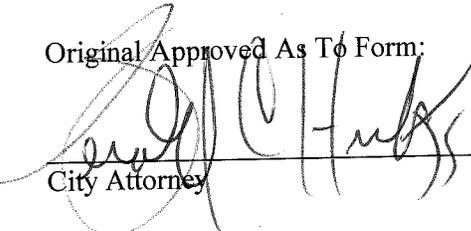
**Jerry Way**  
Director of Public Works

DATE \_\_\_\_\_

BY \_\_\_\_\_

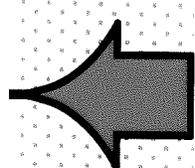
For: John F. Shirey, City Manager

Original Approved As To Form:

  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk



\*ISSUED IN DUPLICATE\*

**CITY OF SACRAMENTO  
PERFORMANCE BOND**

Department of Transportation  
Page 1 of 1

**Bond No.:** 929546509

**Premium:** \$4,863.00

**WHEREAS**, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Western Engineering Contractors, Inc, 3171 Rippey Road, Loomis, CA 95650

as principal, hereinafter called Contractor, a contract for construction of:  
**Franklin Boulevard Frontage Improvements (PN: L19118101)**

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

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

**NOW, THEREFORE**, we the Contractor and *(here insert full name and address of Surety):*  
Western Surety Company, 101 S. Reid Street, Suite 300, Sioux Falls, SD 57103-7046  
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: **SIX HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED FORTY FOUR DOLLARS (\$658,844.00)**, for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

**IN WITNESS WHEREOF**, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on July 10, 2012. To be effective July 25, 2012.

Western Engineering Contractors, Inc.  
(Contractor) (Seal)

By \_\_\_\_\_  
Title DON CARROLL-PRESIDENT

ORIGINAL APPROVED AS TO FORM:

[Signature]  
City Attorney

Western Surety Company  
(Surety) (Seal)

By Monica A. Hutchison  
Title Monica A. Hutchison, Attorney-in-Fact  
Agent Name and Address Warren G. Bender Co.  
516 Gibson Drive, Suite 240, Roseville, CA 95678  
Agent Phone # (916) 380-5300  
Surety Phone # (916) 677-1391  
California License # 0406967

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On July 10, 2012 before me, Jason Michael Theis, Notary Public  
Date Here Insert Name and Title of the Officer

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



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature Jason Michael Theis  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

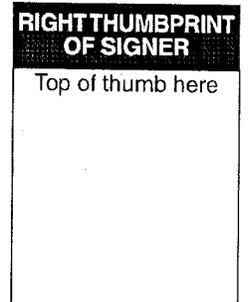
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee s
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

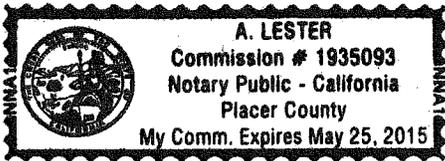
State of California

County of PLACER

On JULY 10, 2012 before me, A. LESTER, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared DON CARROLL  
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.



Place Notary Seal Above

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 *A. Lester*  
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: PERFORMANCE BOND

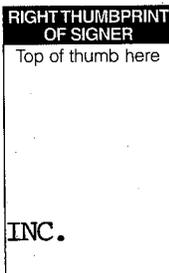
Document Date: JULY 10, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: DON CARROLL

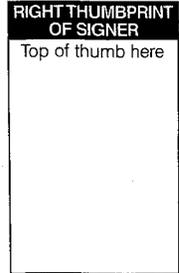
- Individual
- Corporate Officer — Title(s): PRESIDENT
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: WESTERN ENGINEERING CONTRACTORS, INC.

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

\*ISSUED IN DUPLICATE\*

**CITY OF SACRAMENTO  
PAYMENT BOND**

Department of Transportation  
Page 1 of 1

**Bond No.:** 929546509

**Premium:** Included

**WHEREAS**, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Western Engineering Contractors, Inc, 3171 Rippey Road, Loomis, CA 95650 hereinafter called Contractor, a contract for construction of:

**Franklin Boulevard Frontage Improvements (PN: L19118101)**

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

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

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

Western Surety Company, 101 S. Reid Street, Suite 300, Sioux Falls, SD 57103-7046,

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of SIX HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED FORTY FOUR DOLLARS (\$658,844.00), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

**IN WITNESS WHEREOF**, this instrument has been duly executed by authorized representatives of the Contractor and Surety, SIGNED AND SEALED on July 10, 20 12. To be effective July 25, 2012.

Western Engineering Contractors, Inc.  
(Contractor) (Seal)

By \_\_\_\_\_  
Title DON CARROLL - PRESIDENT

ORIGINAL APPROVED AS TO FORM  
[Signature]  
City Attorney

Western Surety Company  
(Surety) (Seal)

By Monica A. Hutchison  
Title Monica A. Hutchison, Attorney-in-Fact

Agent Name and Address:  
Warren G. Bender Co.  
516 Gibson Drive, Suite 240, Roseville, CA 95678  
Agent Phone # (916) 380-5300  
Surety Phone # (916) 677-1391  
California License #0406967

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On July 10, 2012 before me, Jason Michael Theis, Notary Public  
Date Here Insert Name and Title of the Officer

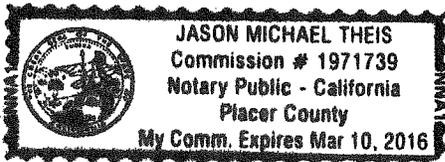
personally appeared Monica A. Hutchison  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Jason Michael Theis  
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: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

**Stephen D Bender, David K Johnson, Monica A Hutchison, Edward Johnson, Nicole Taylor, Individually**

of Roseville, 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 24th day of May, 2011.



WESTERN SURETY COMPANY

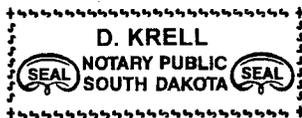
*Paul T. Brufat*

Paul T. Brufat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 24th day of May, 2011, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of July, 2012.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

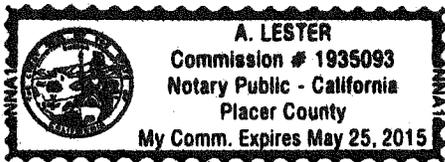
County of PLACER



On JULY 10, 2012 before me, A. LESTER, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared DON CARROLL  
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: PAYMENT BOND

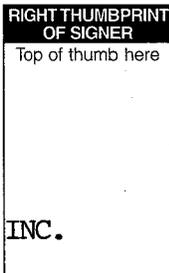
Document Date: JULY 10, 2012 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: DON CARROLL

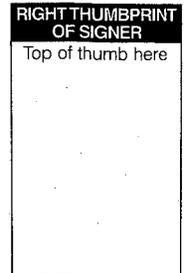
- Individual
- Corporate Officer — Title(s): PRESIDENT
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: WESTERN ENGINEERING CONTRACTORS, INC.

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

## Company Profile

# WESTERN SURETY COMPANY

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

### Agent for Service of Process

NANCY FLORES, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

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### Reference Information

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

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### Lines of Insurance Authorized to Transact

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

LIABILITY  
SURETY

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### Company Complaint Information

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

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## Want More?

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

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Last Revised - June 05, 2012 12:07 PM  
Copyright © California Department of Insurance

**WORKER'S COMPENSATION CERTIFICATION**

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

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

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

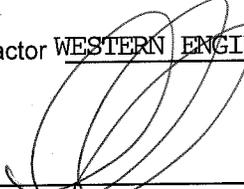
To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

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

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

DATE:       JULY 10, 2012      

Contractor WESTERN ENGINEERING CONTRACTORS, INC.

By  \_\_\_\_\_  
Signature  
DON CARROLL - PRESIDENT

## Construction and Demolition (C&D) Debris Recycling Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form

submitted by:

Please attach a business card, or put your name with a phone number and/or an email address.

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, if applicable, 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:

Job Address: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_

Engineering  
Estimate: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### B. Briefly describe the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### C. Materials Required to be Recycled

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

**50%**  
of all debris  
must be recycled

### D. Material Management

- How will C&D debris will be stored on the project site: \_\_\_\_\_ Mixed C&D \_\_\_\_\_ Source-Separated
- Company to haul away debris: \_\_\_\_\_
- Facilities to receive debris: \_\_\_\_\_

# C&D Debris Waste Management Plan

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

## E. Definitions.

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

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

## F. Terms and Conditions

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

# C&D Debris Haulers & Facilities

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

## Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
Florin-Perkins Public Disposal	(916) 443-5120
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

## Franchised Haulers

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

## Recyclers\*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
Recycling Industries, Inc.	(916) 452-3961
Sacramento Local Conservation Corps	(916) 386-8394
Smurfit-Stone Container Corporation	(916) 381-3340
Southside Art Center	(916) 387-8080
Spencer Building Maintenance, Inc.	(916) 922-1900

## Recovery Stations & Landfills

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

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

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



## **Monthly Pay Request Application and Schedule of Values Processing**

1. The Contractor must have Microsoft Excel Version 7 to prepare Pay Request Application and Schedule of Values.
2. The City will provide the Contractor with an electronic version of the Schedule of Values with bid items and Contractor prices and Pay Request Application at or immediately after the preconstruction meeting.
3. On a monthly basis, the Contractor shall submit an electronic copy of the Pay Request Application and Schedule of Values to City Inspector for review.
4. Upon approval by City Inspector, the Contractor shall print out hard copies of the Pay Request Application and Schedule of Values, sign and submit to City Inspector for processing.



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:	<b>Franklin Boulevard Frontage Improvements</b>		
CONTRACTOR: <i>(per agreement)</i>	_____		
REMITTANCE ADDRESS:	_____		
PHONE NUMBER: ( )	_____		
INVOICE NO.:	<b>L19118101-1</b>	CITY PROJECT NUMBER:	<b>L19118101</b>
		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.	<b>Circle UDBE for FEDERALLY funded projects.</b>  <b>Circle ESBE for LOCALLY funded projects.</b>
	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.)

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

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

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



# SCHEDULE OF VALUES

## V4 - temp 5%

PROJECT NAME:  
 CITY PROJECT NUMBER:  
 CONTRACTOR: (As per City Agreement)  
 REMITTANCE ADDRESS:

Franklin Boulevard Frontage Improvements  
 L19118101

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

Payment No. 1  
 Work Performed Thru  
 Days Expended on Contract

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

PHONE NUMBER: ( )  
 INVOICE NUMBER: L19118101-1

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)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	PRECONSTRUCTION PHOTOGRAPHS	1	LS									1.00	
2	CLEARING AND GRUBBING	1	LS									1.00	
3	POTHOLING BY DRILLING	5	EA									5.00	
4	ROADWAY EXCAVATION AND GRADING (F)	796	F CY									796.00	
5	UNSUITABLE MATERIAL TO REMOVE AND REPLACE	50	Ton									50.00	
6	AGGREGATE BASE CLASS 2 TO PLACE	1,157	Ton									1,157.00	
7	ASPHALT CONCRETE (3/4") PAVEMENT TO PLACE	136	Ton									136.00	
8	SLURRY SEAL (TYPE II) TO PLACE	3,532	SY									3,532.00	
9	3 1/2" PCC SIDEWALK TO CONSTRUCT	10,478	SF									10,478.00	
10	CURB AND GUTTER TYPE 2 TO CONSTRUCT	1,632	LF									1,632.00	
11	CURB TYPE 14 TO CONSTRUCT	55	LF									55.00	
12	PCC MEDIAN TO CONSTRUCT	20	SF									20.00	
13	TRUNCATED DOMES ON NEW RAMPS (36" x 48")	7	EA									7.00	
14	MAINTENANCE HOLE TO ADJUST TO GRADE	2	EA									2.00	
15	TYPE "B" DROP INLET TO PLACE	3	EA									3.00	
16	12" DIAMETER DRAIN LEAD TO PLACE	167	LF									167.00	
17	6" SEWER SERVICE TO PLACE	1	EA									1.00	
18	8" DIAMETER WATER MAIN TO INSTALL	176	LF									176.00	
19	2" WATER SERVICE TO INSTALL	1	EA									1.00	
20	4" IRRIGATION SERVICE TO INSTALL	1	EA									1.00	
21	4" DIAMETER GATE VALVE TO INSTALL	1	EA									1.00	
22	8" DIAMETER GATE VALVE TO INSTALL	4	EA									4.00	
23	FIRE HYDRANT TO INSTALL	1	EA									1.00	
24	TREE TO REMOVE	1	EA									1.00	
25	TRAFFIC SIGN TO PLACE	13	EA									13.00	
26	NEW POST TO INSTALL	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)		Current Work Completed		Total Work Completed		Balance of Contract		
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
27	SIGN TO REMOVE	4	EA									4.00		
28	SIGN TO RELOCATE	1	EA									1.00		
29	TRAFFIC STRIPE TO REMOVE	15,528	LF									15,528.00		
30	PAVEMENT MARKINGS TO REMOVE	88	SF									88.00		
31	THERMO TRAFFIC STRIPING (4") TO PLACE	849	LF									849.00		
32	THERMO TRAFFIC STRIPING (6") TO PLACE	1,613	LF									1,613.00		
33	THERMO TRAFFIC STRIPING (12") TO PLACE	820	LF									820.00		
34	THERMO PAVEMENT MARKINGS TO PLACE	74	SF									74.00		
35	RAISED PAVEMENT MARKERS TO PLACE	39	EA									39.00		
36	TRAFFIC SIGNAL INSTALLATION	1	LS									1.00		
37	STREETLIGHT INSTALLATION	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														
<b>Sum of all Change Orders</b>														
<b>CCO Adjusted Contract Amount (Original + Change Orders)</b>														
Partial Retention Release (Prior approval is needed before proceeding with partial retention release)														
						"Total Work to Date" From Previous Pay Request		This Estimate (current work)		Total Work to Date		Balancing Total of Adjusted Contract	\$0.00	
						Retention Withheld From Previous Pay Request		This Retention (current work) (5%)		Retention Withheld to Date				
						"Retention Released to Date" From Previous Pay Request		Current Retention Release		Retention Released to Date				
						"Total Paid To Date" from Previous Pay Request		This Payment		Total Paid to Date			Supervisor Approval (Print & Sign)	

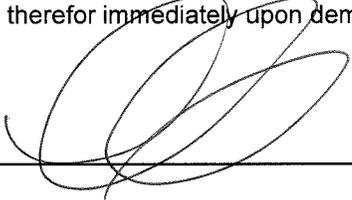
Contractor Entered Data  
PM Entered Data

**GUARANTEE**

We hereby guarantee the: Franklin Boulevard Frontage Improvements (PN: L19118101) to the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

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

Dated:       JULY 10, 2012      

Signed: 

      DON CARROLL      

Printed Name

      WESTERN ENGINEERING CONTRACTORS, INC.      

Company

      3171 RIPPEY ROAD      

Address

      LOOMIS, CA 95650



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

**NOTICE TO PROCEED**

DATE

ABC Construction  
Attn: John Construction  
123 ABC Street  
Sacramento, CA 95814

**RE: PROJECT NAME (PN: )**

Notice is hereby given you are authorized to commence work on the above referenced project on \_\_\_\_\_. You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within \_\_\_\_ ( ) **working days** from the date of this notice. Forty eight (48) hours prior to starting work, please notify the Project Manager \_\_\_\_\_ , **808-\_\_\_\_\_**. Please address all correspondence to:

Engineering Services Division  
915 I Street, Room 2000  
Sacramento, CA 95814  
(916) 808-8300/ (916) \_\_\_\_\_  
(916) 808-7903 FAX  
Attn: \_\_\_\_\_

Please reference City Project No. \_\_\_\_\_ in all billing and correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact us via phone at (916) 808-8195 or FAX at (916) 808-8281 if we can be of any assistance.

Respectfully,

Receipt Acknowledged, \_\_\_\_\_

\_\_\_\_\_  
Jose R. Ledesma  
Contract Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

cc:

Tim Mar  
Risk Management  
Shareen Kidd  
Project File

\_\_\_\_\_  
Title

Welcome to the California  
**DEPARTMENT OF INDUSTRIAL RELATIONS**

Division of Labor Standards Enforcement (DLSE)

**DLSE debarments**

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

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

- [Debarments made by the Division of Apprenticeship Standards \(DAS\)](#)
- [Contractor status at the Contractors State License Board \(CSLB\)](#)
- [The Federal debarment list at the Excluded Parties List System](#)

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

Susan Nakagama  
Special Assistant to the Labor Commissioner  
455 Golden Gate Ave., 9th Flr.  
San Francisco, CA 94102  
415-703-4810  
[SNakagama@dir.ca.gov](mailto:SNakagama@dir.ca.gov)

Revised: 6/15/12

Name of contractor	Period of debarment
<b>Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals</b> 400 Kansas, Redlands, CA 92373  CSLB#834220 <a href="#">Decision</a>	7/29/12 through 7/28/15
<b>FEI Enterprises, Inc Gabriel Fedida, Individual</b> 5749 Venice Blvd., Los Angeles, CA 90019  CSLB#659252 <a href="#">Decision</a>	6/14/12 through 6/13/15
<b>Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape</b> 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 <a href="#">Decision</a>	3/29/12 through 3/28/15
<b>Jensen Drywall &amp; Stucco Jeffrey E. Jensen</b> 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) <a href="#">Decision</a>	3/31/11 through 3/30/13
<b>All West Construction, Inc. Donald Kent Russell</b> 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) <a href="#">Decision</a>	3/31/11 through 3/30/13

<p><b>Country Builders, Inc.</b>  <b>Weldon Offill, individually</b>  5915 Graham Ct.  Livermore, CA 94550  CSB # 699574 Exp. 11/30/12 (active)  Decision   Addendum </p>	3/1/11 through 2/28/14
<p><b>Sutter Foam &amp; Coating, Inc.</b>  909 A. George Washington  Yuba City, CA 95993  CSB # 732014 Exp. 1/31/09 (inactive)</p> <p><b>David Alvin Trexler, an individual</b>  909 A. George Washington  Yuba City, CA 95993</p> <p><b>Kenneth A. Trexler, an individual</b>  2603 Lago Lane  Marysville, CA 95901  Decision </p>	7/1/10 through 6/30/13  7/1/10 through 6/30/13  7/1/10 through 6/30/13
<p><b>Soo Dong Kim, an individual,</b>  <b>dba Soo Kim Electric Company</b>  16224 Ridgeview Lane  La Mirada, CA 90638  CSB # 568103 Exp. 8/1/09 (inactive)</p> <p><b>Hyo Nam Jung, an individual,</b>  <b>dba Lucid Electric</b>  18621 Well Street  Rowland Heights, CA 91748  CSB # 914692 Exp. 4/3/10  Decision </p>	4/19/10 through 4/18/13  4/19/10 through 4/18/13
<p><b>Southwest Grading,</b>  <b>dba Southwest Grading Services, Inc.,</b>  22031 Waite Street  Wildomar, CA 92595</p> <p><b>David Walter Cholewinski, an individual</b>  22031 Waite Street  Wildomar, A 92595  29970 Technology Drive, Ste. 205  Murrieta, CA 92563  CSB #840416 Exp. 6/30/10  Decision </p>	3/18/10 through 3/17/13
<p><b>S.J. Cimino Electric, Inc., a California corporation,</b>  3267 Dutton Ave.  Santa Rosa, CA 95404  <b>Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual</b>  5825 Heights Rd.  Santa Rosa, CA 95401  CSB #343802 Exp. 2/28/10  CSB #294141 Exp. 9/30/13 (inactive)  Decision </p>	10/15/09 through 10/14/12
<p><b>Cedar Development Corporation</b>  <b>Serghon Gabriel Afram, individually</b>  12477 Feather Dr  Mira Loma, CA 91752  CSB # 839898 Exp. 6/30/10 (suspended)  Decision </p>	8/5/09 through 8/4/12
<p><b>All Floors Commercial and Residential Flooring, Inc.</b>  <b>Salvador Elias Perea, individually</b></p>	5/14/09 through 5/13/12

750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 <a href="#">Decision</a>	
<b>1-AMD Construction, Inc.</b> <b>Alberto Mordoki, individually</b> <b>Mirella Mordoki, individually</b> 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked <a href="#">Decision</a>	<b>3/16/09 through 3/15/12</b>

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/10/2012

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).

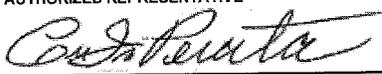
<b>PRODUCER</b> James C. Jenkins Insurance Service, Inc. License 0545478 PO Box 13847 Sacramento CA 95853	<b>CONTACT NAME:</b> Patricia Bianco <b>PHONE (A/C, No, Ext):</b> 916 576-1517 <b>E-MAIL ADDRESS:</b> pbianco@jenkinsinsgroup.com	<b>FAX (A/C, No):</b> 916 583-7613
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> WESTE-4 Western Engineering Contractors, Inc. 3171 Rippey Road Loomis CA 95650	<b>INSURER A:</b> National Union Insurance Co. NAIC # 19445	
	<b>INSURER B:</b> OLD REPUBLIC GENERAL INS CORP 24139	
	<b>INSURER C:</b> Old Republic General Ins Corp	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES** CERTIFICATE NUMBER: 119225216 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
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		A1CG37341207	4/1/2012	4/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <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		A1CA37341107	4/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000		BE14505254	4/1/2012	4/1/2013	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	A1CW49121107	10/1/2011	10/1/2012	<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 #2012-010-Franklin Blvd. Frontage Improvements, Franklin Blvd. between Mack Road & Brookfield Drive @ Boyce Dr, Sacramento, CA. City of Sacramento, its officials, employees and volunteers are Additional Insured as respects General Liability and Automobile Liability per the attached forms. Primary wording applies to General Liability and Automobile Liability per the attached forms. Waiver of subrogation applies to Workers' Compensation per the attached form.

<b>CERTIFICATE HOLDER</b> City of Sacramento, Department of Transportation Engineering Services Division Attn: Angela Edwards 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 

**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 insured(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.

**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
<p>Where required by written contract, but only when coverage for Completed Operations is specifically required by that contract.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**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".

# OLD REPUBLIC GENERAL INSURANCE CORPORATION

## ADDITIONAL INSURED 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	Western Engineering Contractors, Inc.		
Policy Number	A1CA37341107	Endorsement No.	

# 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	Western Engineering Contractors, Inc.		
Policy Number	A1CA37341107	Endorsement No.	
Policy Period	4/1/12-4/1/13	to	Endorsement Effective Date: 4/1/2012
Producer's Name:			
Producer Number:			

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

CA EN GN 0019 09 06

## 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.

**OLD REPUBLIC GENERAL INSURANCE CORPORATION**  
**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**  
**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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.

The premium charge for this endorsement is \$0.00

Named Insured	WESTERN ENGINEERING CONTRACTORS, INC.		
Policy Number	A1CW49121107	Endorsement No.	000
Policy Period	10/1/11 to 10/1/12	Endorsement Effective Date:	10/01/11
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		

## 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>WESTERN ENGINEERING CONTRACTORS, INC.</b>	
	Business name, if different from above <b>WESTERN ENGINEERING CONTRACTORS, INC.</b>	
	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>3171 RIPPEY ROAD</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>LOOMIS, CA 95650</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.

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

Social security number
or
Employer identification number
94   2901297

### 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 ▶ 7/10/12
------------------	--------------------------	----------------

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

YEAR

# Withholding Exemption Certificate

CALIFORNIA FORM

**2012**

(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 Western Engineering Contractors, Inc.		Payee's <input type="checkbox"/> SOS file no.	<input type="checkbox"/> SSN or ITIN	<input type="checkbox"/> CA corp. no.	<input checked="" type="checkbox"/> FEIN
Address (number and street, PO Box, or PMB no.) 3171 Rippey Road		9 4 - 2 9 0 1 2 9 7			Apt. no./ Ste. no.
City Loomis		State C A	ZIP Code 9 5 6 5 0		

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

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

**Individuals — Certification of Residency:**

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

**Corporations:**

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

**Partnerships or limited liability companies (LLC):**

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

**Tax-Exempt Entities:**

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

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

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

**California Trusts:**

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

**Estates — Certification of Residency of Deceased Person:**

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

**Nonmilitary Spouse of a Military Servicemember:**

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

**CERTIFICATE:** Please complete and sign below.

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

Payee's name and title (type or print) Tori L. Witmer-Acctg. Manager Daytime telephone no. 916-652-3990

Payee's signature ► *Tori L. Witmer* Date 07/10/12

# Instructions for Form 590

## Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

### General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

**Private Mail Box (PMB)** – Include the PMB in the address field. Write “PMB” first, then the box number. Example: 111 Main Street PMB 123.

**Foreign Address** – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

### A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the FTB that the form should not be relied upon.

The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities
- A foreign government or any of its political subdivisions, agencies, or instrumentalities

**Important – This form cannot be used for exemption from wage and real estate withholding.**

- If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should call 888.745.3886 or go to [edd.ca.gov](http://edd.ca.gov).
- Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

### B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation

shareholders, partners and members and allocations of California source income made to foreign partners and members.

- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties with activities in California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

**Backup Withholding** – Beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to [ftb.ca.gov](http://ftb.ca.gov) and search for **backup withholding**.

If a payee has backup withholding, the payee must contact the FTB to provide a valid Taxpayer Identification Number (TIN) before filing a tax return. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp No.); or Secretary of State (SOS) file number. Failure to provide a valid TIN will result in the denial of the backup withholding credit. For more information go to [ftb.ca.gov](http://ftb.ca.gov) and search for **backup withholding**.

### C Who Certifies this Form

Form 590 is certified by the payee. An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the withholding agent may accept as a substitute certificate a letter from the payee explaining

why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the Franchise Tax Board.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled “Individuals — Certification of Residency.”

### D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status,

get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

## E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

**Domicile** is defined as the one place:

- Where you maintain a true, fixed, and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders. Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

## F What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

## G Withholding Agent

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-V, Payment Voucher for Resident and Nonresident Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent

and a copy is given to the payee.

## H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at [ftb.ca.gov](http://ftb.ca.gov).

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND COMPLIANCE MS F182  
FRANCHISE TAX BOARD  
PO BOX 942867  
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900  
916.845.4900

Fax: 916.845.9512

OR to get forms by mail write to:

TAX FORMS REQUEST UNIT MS F284  
FRANCHISE TAX BOARD  
PO BOX 307  
RANCHO CORDOVA CA 95741-0307

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

### Internet and Telephone Assistance

Website: [ftb.ca.gov](http://ftb.ca.gov)  
Telephone: 800.852.5711 from within the United States  
916.845.6500 from outside the United States  
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

### Asistencia Por Internet y Teléfono

Sitio web: [ftb.ca.gov](http://ftb.ca.gov)  
Teléfono: 800.852.5711 dentro de los Estados Unidos  
916.845.6500 fuera de los Estados Unidos  
TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

# **SPECIAL PROVISIONS**

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**(PN: L19118101)**

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**SPECIAL PROVISIONS  
FOR  
FRANKLIN BOULEVARD FRONTAGE IMPROVEMENTS  
(PN: L19118101)**

**1. GENERAL REQUIREMENTS**

**1.1 SCOPE AND LOCATION OF WORK**

The following items of work are to be performed in these Special Provisions:

The work includes placing new frontage improvements including curb, gutter and sidewalk, modifying medians, signing, striping and a slurry seal.

The underground work includes installing new drain inlets, leads, water main and service, fire hydrant, County sewer service and adjusting maintenance holes to match new grades.

The electrical work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to install a new traffic signal at the intersection of Franklin Boulevard and Boyce Drive, and install street lighting and fiber optic cables as indicated on the Plan sheets and these Special Provisions.

**1.2 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.

**1.3 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

## **1.7 CERTIFICATE OF COMPLIANCE**

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

## **1.8 FINAL PAY QUANTITY**

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

## **1.9 EQUIPMENT TO BE SUPPLIED**

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

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

## **1.10 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS**

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

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

1. All work is to be completed in accordance with the following regulations and requirements:
  - a. Chapter 6.5, Division 20, California Health and Safety Code.
  - b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials. 29 Code of Federal Regulation 1910.120 relating to Hazardous Waste Operation Safety Training.

- Pacific Bell  
Contractor shall contact Astrid Willard at (916) 453-6136 forty-eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by Pacific Bell, or before any overhead line heights need to be measured.
- Pacific Gas and Electric (PG&E)  
Contractor shall contact David Allen, Senior Field Engineer Technician for PG&E, at (916) 386-5277, and Larry Schlaht at (916) 386-5371 at least 7 calendar days before start of construction.
- Regional Transit  
Contractor shall contact Robert Hendricks at 556-0354 for any required coordination with Regional Transit especially if any bus interruptions are anticipated.
- Sacramento Area Sewer District  
Contractor shall coordinate Terence Lee at 876-6575 at the start of the working days to begin coordination for the 6" Sanitary Sewer 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.

### **1.12 PROJECT SCHEDULING**

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

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

### **1.13 PROTECTION OF EXISTING IMPROVEMENTS**

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

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

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

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

The plans shall be developed with the following requirements:

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

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

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.

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

## **1.19 EQUIPMENT LIST AND DRAWINGS SUBMITTALS**

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

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

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

All substitutions are subject to the approval of the Engineer.

### **1.23 PROTECTION OF TREES**

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

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

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

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

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

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

### **1.24 TREE TRIMMING**

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

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

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment as required in performing the work described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.

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

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

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

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

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

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

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

### **1.26 HEALTH AND SAFETY**

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

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

## **2. ITEMS OF THE PROPOSAL**

### **ITEM NO. 1 - PRECONSTRUCTION PHOTOGRAPHS**

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

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

### **ITEM NO. 2 - CLEARING AND GRUBBING**

Clearing and grubbing shall conform to Section 12 and 13 of the Standard Specifications and these Special Provisions and include small trees or shrubs. The removal of the existing roadway pavement, base, native material, curb, gutter and sidewalk shall be part of the "Roadway Excavation and Grading" item and shall not be paid for under this item.

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

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

### **ITEM NO. 3 - POTHOLING BY DRILLING**

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

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

slope. This work shall include shaping and trimming of slopes, and the placement and compaction of excavated earth material to the lines and grades shown on the Plans.

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

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

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

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

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

#### **ITEM NO. 5 - UNSUITABLE MATERIAL TO REMOVE AND REPLACE**

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

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

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

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

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

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

At locations where curb ramps or sidewalks are being retrofitted into existing sidewalk areas, sidewalk shall match existing color by adding one pound of lamp black per cubic yard of concrete.

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

#### **ITEM NO. 10 - CURB AND GUTTER TYPE 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 black 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. 11 - CURB TYPE 14 TO CONSTRUCT**

Portland cement concrete curb and gutter type 14 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb type 14 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

#### **ITEM NO. 12 - PCC MEDIAN TO CONSTRUCT**

Portland cement concrete islands/medians shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10 and 24

maintenance holes to grade as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

#### **ITEM NO. 15 - TYPE "B" DROP INLET TO CONSTRUCT**

Type "B" Drop 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 sidewall with non-shrink grout. Waterstop shall have a minimum of 2-inches of embedment on all sides. Pipe end shall be flush with the inside surface of the box.

This item shall include the removal of existing gutter drains as shown on the Plans. The existing grates shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard.

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

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

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

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

#### **ITEM NO. 17 - 6" SEWER SERVICE TO PLACE**

Six inch lateral VCP sewer services shall be placed where shown on the Plans and shall be constructed to the requirements of Sacramento Area Sewer District as shown on the Plans and per County Standard drawing 7-5. County coordination is necessary for this item as stated on the Plans.

When connecting a service to a maintenance hole the service shall be installed above the base of the maintenance hole such that no alteration of the maintenance hole base is required, unless otherwise approved by the Engineer. An inside drop connection shall be constructed per the County details and notes on the Plans.

Payment shall be at the unit price bid for each sewer service placed and shall include all compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in placing sewer services as specified in the Plans, these Special Provisions and as directed by the Engineer and County of Sacramento.

#### **ITEM NO. 18 - 8-INCH DIAMETER WATER MAIN TO INSTALL**

This item shall consist of furnishing and placing water main pipe, leads, elbows and fittings at the locations, to the alignments and to the details shown on the Plans.

This item shall also include furnishing and installing elbows to change the vertical alignment of the proposed water main to avoid conflicts with existing underground utilities.

The water main pipe material shall be ductile iron pipe or polyvinyl chloride (PVC). Materials and placement shall meet the applicable requirements of Sections 10, 27, and 38 of the City Standard Specifications and these Special Provisions.

Surface restoration associated with this item shall match existing street section but must be a minimum of 4" AC and 6" AB unless otherwise shown on the Plans and shall be paid for under this item. The Contractor shall restore surfaces in kind unless otherwise specified on the Plans or in these Special Provisions. Pavement cutting and restoration shall conform to the provisions of the City Standard Specifications and these Special Provisions. Striping and speed bump replacement, concrete, landscaping, asphaltic concrete or any other material replacement encountered, shall be included in this item.

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

(W201) of the Standard Specifications with the exception that extension kits used to adjust fire hydrants to new grade are prohibited. The contractor shall meet the bury depth requirements by use of 45 degree fittings.

Apex Blue, two-way, type BB, reflective pavement markers, or approved equal, shall be placed using Crafcoc Qwikstix adhesive, or approved equal, for each standard fire hydrant installation. The reflectors shall be placed 6"-12" from the road centerline adjacent to the hydrant on an imaginary line from the hydrant perpendicular to that centerline.

If the road has an island divider, the reflector shall be placed 6"-12" from the nearest division of traffic lanes to the hydrant, and on an imaginary line from the hydrant perpendicular to that division of lanes. If a hydrant is placed at an intersection, reflectors shall be placed on all streets adjacent to the hydrant. In no case shall a marker be placed on a maintenance hole, valve box, lane striping, existing marker, or other road appurtenance.

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

#### **ITEM NO. 24 - TREE TO REMOVE**

Removal of trees greater than 12", at those locations shown on the plans shall conform to Section 15 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. 25 - TRAFFIC SIGN TO PLACE**

This item shall consist of manufacturing, furnishing and installing traffic signs on existing posts or new posts shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications and these Special Provisions. New posts will be paid by a separate item.

The Contractor shall provide a sign and sheeting submittal to the Engineer for approval before ordering and installation.

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

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

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

#### **ITEM NO. 27 - SIGN TO REMOVE**

Existing roadside signs shall be removed 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. Removed sign panels shall be salvaged and delivered to the City of Sacramento Traffic Sign and Markings Section at 5730 24<sup>th</sup> Street, Building 10, Sacramento, CA. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise 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, incidentals and for doing all work involved in removing roadside signs as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

#### **ITEM NO. 28 - SIGN TO RELOCATE**

Existing roadside signs shall be removed and relocated to the new locations 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. Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

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

#### **ITEM NO. 29 - TRAFFIC STRIPE TO REMOVE**

Thermoplastic and preformed traffic stripes (4", 6", 8", 12") shall be removed to the fullest extent possible from the pavement by grinding. Grinding material left on the pavement as a result of removing traffic stripes shall be removed as the work progresses. Accumulations of grinding material, which might constitute a hazard to traffic, will not be permitted.

The Contractor shall place temporary markers prior to removing traffic control measures during the striping removal operation. Temporary markers shall be maintained until permanent striping is in place.

Measurement shall be by the linear foot of traffic stripe removed. No payment will be made for gaps in broken traffic stripes. Double center stripes shall be paid as two (2) four-inch stripes.

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

#### **ITEM NO. 35 - RAISED PAVEMENT MARKERS TO PLACE**

Raised pavement markers shall be furnished and 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 each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing pavement markers as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

#### **ITEM NO. 36 - TRAFFIC SIGNAL INSTALLATION**

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the traffic signal installation as indicated on the Plan sheets and these Specifications.

Contractor shall furnish and install conduits, conductors, pull-boxes with lockable lids, traffic signal standards, foundations, luminaires, traffic signal displays, pedestrian signals, pedestrian pushbuttons, mounting brackets, foundation for a type R cabinet with TS2, Type-1 controller, communication equipment (network switch with power supply, power surge suppressor, cat 5e cable, SDLC cable, 2955 rack mount, etc.), detector loops, detector handholes, detector lead-in cables, GPS emergency vehicle detector system, CCTV camera, 12 and 48 strand fiber optic cable, metered service pedestal, and all appurtenances shown on the Plans and called for in these Provisions to insure a complete installation. Work also includes removing and salvaging traffic signal standards and controller/cabinet and all appurtenances.

Construction work also includes removing conductors, cables, and pull boxes, abandoning conduits, and removing existing fiber optic cable.

The contractor shall configure and program the video detection system, CCTV camera, and GPS emergency vehicle detector system for a fully functional traffic signal system.

Included in the work shall be the installation of City furnished equipment: traffic signal standards and mastarms and traffic signal cabinet with controller as specified in the Plans and these Provisions. Contractor shall be responsible for all necessary hardware to stand and install all City furnished equipment. Contractor to provide luminaire.

Also included in the work shall be the installation of City furnished equipment: video detection camera/system as specified in the Plans and these Provisions for a functional system. Contractor shall be responsible for all necessary hardware to stand and install all City furnished equipment.

### 3. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

#### ELECTRICAL COST BREAK-DOWN

**A Schedule of Values (cost break-down) for lump sum electrical items must be included with the bid. Otherwise, the bid will be deemed non-responsive.**

The sum of the amounts for the units of work listed in the cost break-down for electrical work shall be equal to the contact lump sum price bid for the work. The unit price is the material and installed cost with overhead, profit, and labor.

The Contractor shall determine the quantities to complete the work shown on the plans. The quantities and values shall be included in the cost break-down submitted with the bid package. The Contractor shall be responsible for the accuracy of the quantities and values. No adjustment in compensation will be made in the contract lump sum prices paid for the various electrical work items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions. At the Engineer's discretion, the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the items of electrical work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined, at the Engineer's discretion, in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 4-1.03B, "Increased or Decreased Quantities", of Caltrans Standard Specification. The cost break-down submitted by the responsive qualified low bid Contractor shall be approved by the Engineer before any partial payment for the items of electrical work shall be made based on the cost break-down. The cost break-down shall include, but is not limited to: type of equipment, estimated quantity, and unit price (\$/LF or each). See below for sample items. Some items from the list may not apply to the project, and other items may need to be included. Contractor shall submit break-down in a spreadsheet format.

*Conduit* – list each size (2", 3", etc.), installation method, quantity (LF), unit price (\$/LF).

*Conductor* – list each size (#6, #8, etc.), quantity (LF), and unit price (\$/LF).

*Pull Box* – list type (#5, #6, #6E, N44, etc), quantity, and unit price (\$/EA).

*Lockable pull box lid* – list type (#5, #6), quantity, and unit price (\$/EA).

*Electrical Service* – type (metered or unmetered), quantity, and unit price (\$/EA).

*Traffic Signal and Streetlight Standards with Foundation* – list each standard (such as 1-B, Type 16, post top, mast arm, ornamental, etc), quantity, and unit price (\$/EA).

### **3.2 Ballast (Mast Arm Luminaire)**

Each luminaire shall be furnished with an integral ballast prewired to a terminal board. The ballast shall be 120-volt, magnetic regulator type with  $\pm 10\%$  input voltage range. Windings shall be copper and the primary winding shall be electrically isolated from the secondary.

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

Regulation - Furnish ballast electrical data and lamp operating volt-watt graph for nominal  $+10\%$  and  $-10\%$  of rated line voltage for the rated life of the lamp to verify ballast performance and compliance with lamp specifications.

For nominal and through rated lamp life, the lamp wattage spread shall not exceed  $18\%$  for  $\pm 10\%$  line voltage variation.

Power Factor - Furnish test data to indicate that the power factor of the lamp-ballast system shall not drop below  $90\%$  throughout lamp life, for nominal to end of rated lamp life for  $\pm 10\%$  line voltage variation.

Capacitor Variance - Ballast design shall be such that the normal manufacturing tolerance for capacitor of  $\pm 6\%$  will not cause more than  $\pm 8\%$  variation in regulation throughout rated lamp life for  $\pm 10\%$  line voltage variation.

Lamp Failure - The ballast including the lamp starting circuitry function shall be capable of protecting itself against lamp failure modes. The ballast shall be capable of operation with an open or short circuit condition for extended periods of up to six (6) months without significant loss of ballast life, based average life of 100,000 hours.

### **3.3 City Furnished Equipment**

The Contractor shall pick-up all City furnished equipment at the City Corporation Yard. The City has two corporation yards: Corporate Center South, 5730 24<sup>th</sup> Street, Building 11, Sacramento, California and the Corporate Center North, 918 Del Paso Road, Sacramento, California, and deliver these items to the job site. *Contractor is responsible to provide machinery and manpower to unload and load all city furnished equipment.* Loading, unloading, pick-up, and delivery of these items will be considered included in the price bid for various items and no additional compensation will be allowed therefor.

The Contractor shall schedule the equipment pick-up with the City Inspector. Equipment pick-up shall be done in the presence of the City Inspector or his designated representative.

- 120 VAC
- 60 Hz
- All metal housing
- Isolated filter banks
- 2350 joule/97,000 amps rating
- 6 outlets
- 6 foot cord

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

Surge Suppressors are to be installed in Type R and Type 332 cabinets at locations where a network fiber or DSL switch are being installed as noted on the Plans. 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. See Plans for further details.

#### **B. Network Switch (Fiber Infrastructure)**

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.

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.

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

The Contractor shall install and terminate signal interconnect and DSL equipment using specified terminal block at all locations where signal interconnect is terminated to DSL communication equipment. Connection to the terminal block shall be made per manufacturer's recommendation. Bridging clips shall be provided as required to connect interconnect and DSL equipment. Terminal block shall be installed to traffic signal cabinet channel rail using aluminum stock.

### 3.5 CCTV Camera System

#### A. General

The CCTV Camera shall be AXIS Q6032 PTZ Dome Network Camera or pre-approved equal. System shall include PoE mid-span power injector, mounting brackets and cat 6 cabling.

The CCTV system for traffic monitoring shall connect to the city network through the Ethernet switch in the traffic signal cabinet. All cabling between the camera and the traffic signal cabinet shall be Category 6 (CAT6) outdoor rated communication cable. Camera shall be powered over the data cable via a mid-span high Power over Ethernet (PoE) injector. The Camera shall be rated commercial/industrial 24/7/365 outdoor uses. The camera shall be able to be tilted above horizon. The camera shall have an open and published API (Application Programmers Interface), allowing for integration with third party applications and it shall conform to the network video standard as defined by the ONVIF organization. Camera shall be equipped with a HTTP accessible web server to allow for programming, configuration, video streaming and PTZ controls, without the need for additional software.

#### B. Components

The camera system shall have following components:

<u>Manufacture</u>	<u>Model Number</u>	<u>Description</u>
AXIS	Q6032	PTZ Dome Network Camera
AXIS	T8124	High power PoE Mid-Span power Injector
Belden	7927A	Outdoor Rates Cat6 Cable
AXIS	39680	RJ45 PushPull connector
N/A	N/A	Category 6

#### C. Camera

The camera enclosure shall meet IP66 and NEMA 4X -rating and be made of aluminum. The dome shall be clear acrylic (PMMA) and include a sunshield (PC/ASA). The camera shall be IP based and support Motion JPEG and H.264 encoding, providing at least three individually configured video streams capable of 30 frames per second at resolution between 176x120 and (D1) 752x480 pixels or higher, using both Constant (CBR) and Variable (VBR) Bit Rates. It shall have high-speed pan and tilt control with a 360° endless pan range and a 220° tilt range and speeds between 0.05° - 450°/sec. The lens shall be least a 35x optical providing a horizontal angle of view between 55.8° and 1.73° and be capable of 12x digital zoom. The camera shall

Camera shall mounted as indicated on the plans. AXIS pole mount T91A67 shall be used for cameras that are to be mounted on the vertical shaft of the signal pole and AXIS Parapet mount T91A62 mounted for camera that are to be mount on the horizontal signal mast arm.

All mounting hardware shall be stainless steel. The cable holder in the mounting bracket shall hold the communication cable in place. The cable shall have enough slack for easy removal of the camera. All holes drilled into poles or signal mast arms shall have a rubber grommet to protect the communication cable.

## **H. Functional Test**

The camera shall be installed and wired per the manufacturer's recommendations and shall power up and have a viewable video feed. Camera shall be fully controllable.

### **3.6 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 optimum sensitivity is obtained at the sensor unit. Final splices between loops and lead-in cable shall not be made until the operation of the loops under actual traffic conditions is approved by the

- 2) Dry 20 mesh sandblasting sand shall then be poured in and around the slot. A suitable and approved tool shall then be used to work the asphaltic emulsion up through the dry sand.
- 3) The slot will then be inspected for any dry spots in the sandfill. Any dry sand spots will then be wetted with more asphaltic emulsion.
- 4) More dry sandblasting sand shall then be added to the slot and the asphalt emulsion will again be worked up through the sand until a uniform mix of asphaltic emulsion and sand with no voids completely fills the slot to the level of the surrounding road surface.
- 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.

3. The splice shall then be insulated by "Method B" of the State Standard Plans Sheet ES-13, or as directed by the Engineer.
4. When detector cables and detector loops are initially installed, precautions shall be taken to insure the cables and loops remain water tight prior to splicing. If splicing is not to be done immediately after installation, the ends of the conductors and cables shall be dipped in electrical insulating liquid which shall render them water tight. The insulating liquid shall be fast drying, resistant to oils, acids, alkalis and corrosive atmospheric conditions and shall be compatible with the insulations used in the conductors and cables.

All conductors and cables shall be installed and splices shall be made in a dry environment.

### **3.9 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

shall submit a request to the City to perform splice work. If rejected, the Contractor shall replace the cable and retest.

4. The Contractor shall maintain a record of all sheath footage markings for each cable span. Hard and soft copy of all records shall be provided to the City with test results along with the program to review the soft copy of the test results.
5. Existing fiber optic cable must be protected from damage. The Contractor shall contact the City Inspector twenty four (24) hours prior to working near any existing city fiber optic cabling.
6. During installation the tensile force shall not exceed 600 lbs. The Contractor shall use a break away swivel, or a slip-clutch capstan, set for less then 600 lbs. pulling tensile strength.
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:
  - a. Total fiber length
  - b. Individual fiber traces for complete fiber length

Description	25°C	74°C
12" Circular	25.0 W	30.0 W
8" Circular	15.0 W	18.0 W
12" Arrow	15.0 W	18.0 W

All LED modules shall meet California Department of Transportation (CalTrans) and Institute of Traffic Engineer (ITE) minimum requirements. CalTrans specifications shall take precedence and supercede all ITE requirements if there are requirement conflicts.

C. Pedestrian Signals

1. Pedestrian Signals for Crosswalk Distances less than 60 feet

Pedestrian signals shall conform to Section 86-4.05, "Pedestrian Signal Faces", of the State Standard Specifications. The WALK and STOP "hand" pedestrian signal indicator shall be of LED type. Each pedestrian signal shall be provided with an egg crate visor.

2. Pedestrian Signals for Crosswalk Distances greater than or equal to 60 feet

The following specification requirements apply to the combination Raised Hand/Walking Person figure and Countdown timer only. All specifications stated in Sections 1 through 10 apply unless specifically superceded in this section.

Pedestrian signal face modules shall be designed to mount behind or replace the existing faceplate of Type A Pedestrian housings as specified by the requirements of the ITE Standards, "Pedestrian Traffic Control Signal Indications", and the MUTCD. The pedestrian signal shall have an operating range of 90VAC to 130VAC. The pedestrian signal shall be fused and provide transient suppression for protection of line and load. The pedestrian signal shall have a high power factor. The pedestrian signal shall have < 20% harmonic distortion.

The design of the modules shall require a specific mounting orientation. Each module shall provide an average luminous intensity of at least 3,750 candela/m<sup>2</sup> for Upraised hand and 5,300 candela/m<sup>2</sup> for the Walking person symbol throughout the useful life over the operating temperature range.

The uniformity ratio of an illuminated symbol shall not exceed 4 to 1 between the highest luminance area and the lowest luminance area in the module.

The color output of the module shall conform to the requirements of the ITE: "Pedestrian Traffic Control Signal Indications" and the MUTCD. The measured chromaticity coordinates of the modules shall conform to the chromaticity requirements of section 5.3.2.1 and Figure C of the VTCSH standard.

The Hand Man symbols shall conform to all applicable ITE and CalTrans requirements. Raised Hand shall be Portland orange. Walking figure shall be lunar white. The module

system will only be used to provide detection at the intersection stop bar. The video detection system consists of the video camera, video detection processor, and necessary mounting and cabling hardware.

The video detection processor shall have embedded software that can perform a variety of automated tasks, including vehicle detection, traffic data collection, automatic diagnostics, fault-tolerant I/O operations, data communications, and digital video streaming. The video detection processor shall be able to interface with a NEMA TS1, TS2 type1, TS2 type-2, and 33X controller cabinet assemblies via SDLC interface and/or associated logic levels inputs/outputs. The video detection processor shall plug into a standard NEMA TS1 standard detection rack and provide SDLC interface to the controller without the need for additional BIU's. The video detection processor shall operate at 24 VDC at 11 watts maximum.

Communication to each video detection processor shall be by an embedded Ethernet adapter using standard TCP/IP protocols. The communications shall allow the video detection processor to be fully programmed and monitored remotely from both the Traffic Operation Center (TOC) and locally at the intersection.

Programming and monitoring of the video detection processor shall be done through vendor provided software and a built-in Web-browser interface which will allow the viewing and configuration of all video detection system features. The video detection processor shall contain configuration setup wizards and editors that will create and modify detector configurations and cabinet interfaces for the processor with step-by-step guides. Wizards shall be accessed through both the Web-browser and vendor provided software. All software must be able to operate on Windows XP and Windows 7 platforms. The programming window (image used to draw detection zones) shall have a resolution of 640X480 or greater. All software windows shall be able to be maximized to match the computer display.

The video detection processor shall be able to stream MPEG-4 video over the network to view locally, at the Traffic Operation Center (TOC) and over the internet. The video shall be viewable via the vendor provided video player or any standard digital video player such as QuickTime, at rates varying from 5 fps to 30 fps up to 5 megabits per second. The video detection system shall also provide an analog output with NTSC format to view locally using an analog monitor. Detector actuation shall be visible in both the analog and MPEG-4 video outputs.

The video detection processor shall provide remote system diagnostics with the ability to check detector outputs, and loss of video sync, video contrast lost, and processor load. All errors shall be saved in a system log. The video processor shall be able to drop a false vehicle call if no movement is detected in the video where a detection zone is programmed and when phase assigned to that zone is green. The video processor shall also be able to interface to existing Green, Yellow and Red phase colors in all cabinet types, and the phase color shall be displayable on the video image. The video processor shall be able to detect the absence of video. If an absence of video is detected, the interface hardware shall input a user assignable recall on the phase. If the video detection camera cannot detect vehicles due to fog, smoke, and other environmental factors, the user shall have the ability to apply min recall, max recall, or a fixed time to a given detector output.

	Three (3) years System warranty from of date of acceptance
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For one approach, with video processor with NEMA TS1 and logic level connections to controller, the following equipment outlined is required. For intersections 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 IMSA Spec 19-1
Per Intersection	1	AIP4 interface panel
	1	NTSC Monitor with BNC interfaces for signal cabinet
	1	ASTCBL01 – I/O for 12 outputs
	1	Model 33457G57 for logic inputs (33X)
		Three (3) years System warranty from of date of acceptance

**Installation**

Camera shall be placed to minimize occlusions of left turn lanes. Occlusions can be minimized by installing the camera on the signal mast arm, in line with the lane striping between the left turn lane and the through lanes. Cameras installed on signal mast arm shall use Econolite 28” extended camera mount. At intersections where the left and through movements go together as standard operation and lefts are not intended to turn separately, the camera can be mounted on a luminaire arm with standard camera mounting bracket.

Camera shall be aimed so that the area of detection is in the top half of the video image. The farthest edge of the detector shall be at the top of the image, and at least four (4) cars shall be visible behind the stopbar, in the top half of the video image. No horizon shall be allowed in the video image.

Video detection system installed in traffic signal cabinets with network switches installed or scheduled to be installed shall use NEMA TS2 connections to controller. Contractor shall

- 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

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

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.

The Contractor is responsible for making all connections and shall be made per manufacturer's recommendations to insure that the switch is powered. See Plans for further details.

#### **Cable Splicing**

All video detection cable splicing shall be done in the hand hole cover of the traffic signal standard shaft. Video cable located in the handhole shall be spliced with one-piece compression connectors for coax cable: Use Type F Thomas & Betts Snap N-Seal or approved equal. Cable ends shall be connected by using Thomas & Betts precision F81 connector or approved equal.

100  
200

55  
100

45-62  
90-115

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

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

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

### **3.14 Conduit Material**

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

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

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

### **3.15 Conduit Installation**

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

Conduits terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction. Conduits terminating in standards, pedestals, and cabinets shall terminate one and one-half inches ( $1\frac{1}{2}$ ") above finished grade. Conduits shown on the Plans to be adjacent and parallel to each other shall be installed in the same trench or drill hole unless otherwise specified or directed by the Engineer. Under the sidewalk, conduit shall be laid to a depth of not less than eighteen inches (18") below the sidewalk grade.

the Engineer. See plan sheets for width and thickness of asphalt concrete over trench. Trenches shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

#### B. Directional Drilling Method

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

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

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

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

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

Luminaires shall be supplied without photo cell receptacles unless otherwise called for on the Plans. If the luminaire housing is provided with a hole for the receptacle and the receptacle is not specified, the hole shall be closed in a weatherproof manner by using one of the following methods:

1. A stainless steel or aluminum plate at least one-half inch (1/2") thick pressed into the larger hole of the boss and securely fastened with RTV (room temperature vulcanizing) silicone sealant.
2. A stainless steel or aluminum plate at least one-eighth inch (1/8") thick and gasket held by two stainless steel machine screws which are fastened into a base nut plate.

All luminaires supplied with photo cell receptacles that will not be used shall be required to completely bypass the receptacle and a shorting plug shall be securely installed in the receptacle.

### **3.20 Metered Electrical Service**

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

The service pedestal shall be fabricated in accordance with the dimensions shown on the service pedestal detail drawing in the traffic signals / street lighting standard details in the plan sheets. The overall dimensions of the enclosure shall be 63" high x 12" wide x 7.25" deep.

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

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

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

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

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

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

have internal common trip. Each pole shall have individual on-off control and handle tie for common operation. Breaker shall be Cutler-Hammer Quicklag C or approved equal.

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

### **3.21 Ornamental Decorative Streetlight Pole and Luminaire – STYLE II**

The Contractor shall provide the ornamental streetlight by Union Metal Corporation (Style II – 12', P1571-70-B72-Y1) or approved equal. Contractor shall provide documents indicating the ornamental streetlight and all assemblies are manufactured in the USA, prior to procuring equipment.

The globe shall be similar to the Lexalite Acrylic Prismatic top 424 with GE8-9 capital, with 100w HPS assembly, NL424R-91-A1, or approved Equal. All materials shall be manufactured per the Buy American Requirements in Section 5.5 of the Contract Specifications. Contractor shall provide documents indicating globe and all assemblies are manufactured in the USA, prior to procuring equipment.

Contractor shall provide Manufacturer certification that all finishing was performed per coating manufacturer specification for the selected coating, prior to delivery of streetlight pole.

#### Surface Preparation:

- a) Contaminants such as oil, grease, dirt, etc., shall be removed by solvent cleaning in accordance with SSPC-SP-1 (on surface preparation by solvent cleaning). All welds shall be cleaned of rust, slag and adherent mill scale, and all weld splatter shall be removed, in accordance with SSPC-SP 2, "hand tool cleaning," or SSPC-SP 3, "power tool cleaning."
- b) A minimum of a 5-stage chrome phosphate metal treatment, or equivalent, shall be applied after solvent cleaning.
- c) After surface preparation of the substrate, grit, dust, or other surface contamination shall be removed and the powder coating applied within 4 hours of completion of blasting or before any detrimental corrosion or recontamination occurs.

#### Application:

- a) All powder coating shall be done in a climate controlled, self-contained shop.
- b) All traces of abrasives and other debris shall be removed prior to any coating operation.
- c) Coatings shall not be applied when surface and ambient temperatures are outside the temperature and/or relative humidity ranges specified by the powder coating product manufacturer.
- d) Prior to any powder coating application, any area not scheduled for coating (thread, tight fit holes, friction bolted connections, etc.) shall be masked. All base castings shall have doors removed and all base casting surfaces coated inside and out.
- e) Total system dry film thickness (DFT) shall be 5 to 7 mils, and shall be measured in accordance with SSPC-PA 2.
- f) Curing shall be performed for 15 minutes at 400° F, or by the manufacturer recommendation for an equivalent coating.

#### Workmanship:

- a) All work shall be performed in strict accordance with these specifications and the coating manufacturer's current printed instructions for the materials to be used on this project.
- b) Application shall be in accordance with the principles of good workmanship described in SSPC-PA 1, Paint Application Specification No. 1, Shop Field and Maintenance Painting.

#### Quality Control/Specifications:

- a) Dry Film test per ASTM D7378-07

## 12. Wind Resistance

Entire pole and luminaire to be rated to withstand AASHTO requirements for a minimum 70 mile and hour wind load with a 30% gust factor.

### **B. Ornamental Streetlight Assembly – Style II**

#### **1. Pole Shaft**

Shaft shall be provided with a uniform satin finish along the entire length of the pole. All materials shall be cleaned and free from dents and unsightly scratches. No surface preparation or painting of any type shall be required after final delivery.

Shaft shall be fabricated from a minimum 0.188-inch wall thickness aluminum alloy conforming to 6063-T4.

Shaft shall have no longitudinal or transverse joints or welds. Only one length of aluminum tubing shall be used, which shall be spun into a continuously tapered shaft, having a taper of 0.14 inches per foot (non-tapered is not acceptable).

After spinning, the tapered shaft shall be longitudinally cold rolled over a hardened steel mandrel under sufficient hydraulic pressure to form a 16-flute cross section. The shaft meet the chemical and physical properties of 6063-T4, having a minimum yield strength of 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 6.6" x 5.5" x 7.75' and/or 6.6" x 5.3" x 9.75' 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.

Type III or V as specified by the City Engineer. Globe holder shall have four (4) 5/16-inch minimum stainless steel set screws (90 degrees) for mounting of the globe. Set screws shall be square head. Allen or Phillips set screws are not acceptable. Globe holder shall be approximately 8 inches high. Globe holder shall be cast aluminum of one-piece construction conforming to requirements of AA-319-0.F aluminum. Globe holder shall slip over the pole tenon secured by four (4) 5/16-inch minimum stainless steel set screws (90 degrees). Set screws shall be square head. Allen or Phillips set screws are not acceptable. Luminaire shall be UL listed for wet/damp locations and shall be furnished prewired. Globe holder mounting shall accommodate a tenon with a 3-inch outside diameter with 4 inches of exposed length. Luminaire shall contain a 4kV pulse rated porcelain mogul socket lamp holder for a high-pressure sodium lamp. There shall be a physical barrier between the lamp section and the ballast section of the luminaire. Globes shall be provided with a neck ring so that the tightening of the screws will not dig into the acrylic collar.

Globe top shall include a factory installed LexaLite spike aluminum finial. No substitutes

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 a 100 watt high pressure sodium lamp.

**C. Sealing of Streetlight Pole foundation**

- b. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer.
- c. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways.
- d. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes.
- e. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks.
- f. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials.
- g. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.
- h. A crushed rock foundation shall be installed prior to placing the pull box. The crushed rock foundation shall have a minimum of 12" in depth and continue to extend a minimum of 6" beyond the outside edge of the pull box. Crushed rock foundation shall be compacted. Compact crushed rock while maintaining integrity of conduit. Conduit shall not be damaged nor cracked. Then, install pull box on top of crushed rock foundation. Adjust pull box to grade. Conduit and pull boxes shall not be damaged nor cracked.

All No. 5 and No. 6 Pull Boxes shall have steel security lids with locking key bolt.

- a. Pull Box Lid shall be manufactured by LockLid Secure Utility Enclosure Lids or approved equal. (#5 PB - Locklid 1324 Lid LL K-S TrxPlt Sac Glv; #6 PB - LockLid 1730 Lid LL K-SD TrxPlt Sac Glv)
- b. Lid shall be ¼" thick galvanized steel.
- c. Lid shall be manufactured with slip resistant surface.
- d. Lid shall be non-traffic rated, unless otherwise specified.
- e. Lock shall be recessed in lid. 1 inch diameter circle. Lock shall be a Secure Keyed Bryce Fastener, or approved equal.

