

Meeting Date: 6/25/2013

Report Type: Consent

Report ID: 2013-00478

Title: Contract Award: El Camino Avenue and Boxwood Street Traffic Signal Project (S15124300)

Location: Intersection of El Camino Avenue and Boxwood Street, District 2

Issue: City Council approval of the project plans and specifications for the El Camino Avenue and Boxwood Street Traffic Signal, and award of the construction contract is needed for the project to proceed to construction.

Recommendation: Pass a Resolution 1) approving the Plans and Specifications for the El Camino Avenue and Boxwood Street Traffic Signal Project (S15124300); 2) transferring funds in the amount of \$100,000 (Fund 2007) from the Major Street Improvements Project (T15128000) to the El Camino Avenue and Boxwood Street Traffic Signal Project (S15124300); 3) awarding the construction contract to Siemens for an amount not to exceed \$258,908; and 4) resetting the administrative authority for the El Camino Avenue and Boxwood Street Traffic Signal Project (S15124300) and the Major Street Improvements Project (T15128000).

Contact: Kaleb Haile, Senior Engineer, (916) 808-7020; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Civil & Electrical Design

Dept ID: 15001131

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4-Exhibit A (Location Map)
- 5-Exhibit B (Contract-Siemens)

City Attorney Review

Approved as to Form
Gerald Hicks
6/18/2013 11:29:29 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
John Colville
6/17/2013 9:58:26 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 6/17/2013 3:39:38 PM

James Sanchez, City Attorney Shirley Concolino, City Clerk Russell Fehr, City Treasurer

John F. Shirey, City Manager

Description/Analysis

Issue: The El Camino Avenue and Boxwood Street Traffic Signal Project (S15124300) will enhance public safety for pedestrians, bicyclists and vehicular traffic crossing El Camino Avenue and Boxwood Street. This project was advertised and bids were received. Siemens is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with awarding the construction contract.

Policy Considerations: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The Community Development Department's Environmental Planning Division has reviewed the proposed action and determined that the project is exempt from the provisions of CEQA under Article 19 - Categorical Exemptions, Section 15301.

Sustainability Considerations: The El Camino Avenue and Boxwood Street Traffic Signal Project is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Siemens is the lowest responsive and responsible bidder.

Financial Considerations: The estimated total project cost is \$400,000. To date, \$63,405 has been expended and staff anticipates an additional \$336,695 will be needed to complete the project. As of May 28, 2013, the unobligated balance is \$236,695. Approval of the transfer of \$100,000 (Fund 2007) from the Major Street Improvement Project (T15128000) to the El Camino Avenue and Boxwood Street Traffic Signal Project (S15124300) will bring the unobligated balance to \$336,695, which is sufficient to execute the construction contract for \$258,908 with Siemens and cover the other remaining project costs. There are no general funds allocated for this project.

Emerging and Small Business Enterprise (E/SBE): The City's ESBE goal is 20%. The project was announced on the City's Project Internet site at <http://www.planetbids.com/hub/hub.cfm>. Siemens will achieve 55.3% SBE participation.

BACKGROUND

This project will enhance public safety for pedestrians, bicyclists and vehicular traffic crossing El Camino Avenue and Boxwood Street. Pedestrian crosswalks and stop bars will be placed on all legs of the intersection, and left turn pockets will be provided on the east and west approaches on El Camino Avenue. The project also will convert the existing copper interconnect system to a fiber optic system along El Camino Avenue between Del Paso Boulevard and Lexington Street.

The project was advertised and bids were received on May 1, 2013. The bids are summarized below:

Contractor	Bid Amount	E/SBE(%)
Siemens	\$258,908.00	55.3%
Pacific Excavation Inc.	\$276,142.00	20.2%
M&M Electric	\$316,496.00	86.6%
Cal Electro	\$317,568.40	91.9%
Tennyson Electric	\$326,555.00	93.6%

The engineer's estimate is \$255,000.

It is recommended that the contract be awarded to Siemens as the lowest responsive and responsible bidder

Construction is expected to begin in September 2013 and be completed by December 2013.

RESOLUTION NO.

Adopted by the Sacramento City Council

**EL CAMINO AVENUE AND BOXWOOD STREET
TRAFFIC SIGNAL PROJECT (S15124300)**

BACKGROUND

- A. This project will enhance public safety for pedestrians, bicyclists and vehicular traffic crossing El Camino Avenue and Boxwood Street. Pedestrian crosswalks and stop bars will be placed on all legs of the intersection, and left turn pockets will be provided on the east and west approaches on El Camino Avenue. The project also will convert the existing copper interconnect system to a fiber optic system along El Camino Avenue between Del Paso Boulevard and Lexington Street.
- B. The project was advertised and bids were received on May 1, 2013. The bids are summarized below:

Contractor	Bid Amount	E/SBE %
Siemens	\$258,908.00	55.3%
Pacific Excavation Inc.	\$276,142.00	20.2%
M&M Electric	\$316,496.00	86.6%
Cal Electro	\$317,568.40	91.9%
Tennyson Electric	\$326,555.00	93.6%

- C. The engineer's estimate is \$255,000.
- D. It is recommended that the contract be awarded to Siemens, the lowest responsive and responsible bidder.
- E. Construction is expected to begin in September 2013 and be completed in December 2013.

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

- Section 1. The Plans and Specifications for the El Camino Avenue and Boxwood Street Traffic Signal Project (S15124300) are approved.
- Section 2. The FY12/13 Capital Improvement Program (CIP) is amended by transferring \$100,000 (Fund 2007) from the Major Street Improvements Project (T15128000) to the El Camino Avenue and Boxwood Street Traffic Signal Project (S15124300).
- Section 3. The construction contract is awarded to Siemens for an amount not to exceed \$258,908 for the El Camino Avenue and Boxwood Street Traffic Signal Project (S15124300).
- Section 4. The City Manager is authorized to execute a contract with Siemens for an amount not to exceed \$258,908 for the El Camino Avenue and Boxwood Street Traffic Signal Project (S15124300).
- Section 5. The City Manager's administrative authority is reset for the El Camino Avenue and Boxwood Street Traffic Signal Project (S15124300) and the Major Street Improvements Project (T15128000).

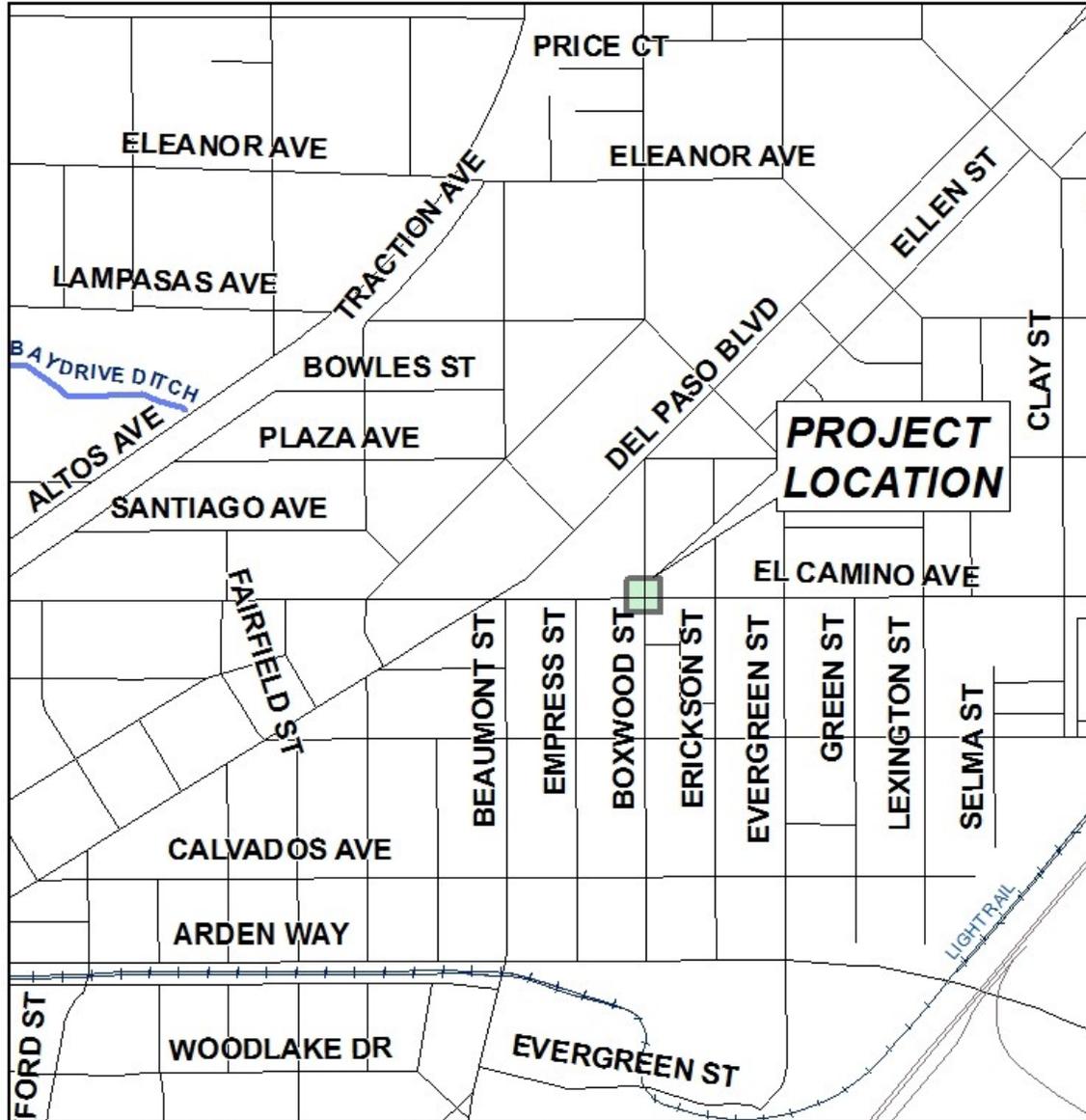
Table of Contents:

Exhibit A – Map of El Camino Avenue and Boxwood Street Traffic Signal Project (S15124300)

Exhibit B – Contract: Siemens

EXHIBIT A

Location Map for
EL CAMINO AVENUE & BOXWOOD STREET
TRAFFIC SIGNAL
(S15124300)





DEPARTMENT OF
PUBLIC WORKS

ENGINEERING SERVICES
DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I ST
RM 2000
SACRAMENTO, CA
95814-2702

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

**CONTRACT SPECIFICATIONS
FOR**

El Camino and Boxwood Traffic Signal

(PN: S15124300)

Separate Plans

For Pre-Bid Information Call:
Kaleb Haile, Project Manager
(916) 808-7020

Bids to be received before
2:00 P.M. May 1, 2013 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 Lorrie Lowry at (916) 808-5548, or visit the City of Sacramento's small business web site at:
http://dev.cityofsacramento.org/econdev/business-open/Sub_small-business-certification.cfm

Estimated Construction Cost: **\$255,000.00** Construction Time: 45 Working Days



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 758796

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

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

License Number	758796	Extract Date 5/17/2013												
<hr/>														
SIEMENS INDUSTRY INC														
Business Phone Number: (847) 215-1000														
Business Information	1000 DEERFIELD PARKWAY ATTN: PAULINE CIOTOLA BUFFALO GROVE, IL 60089													
<hr/>														
Entity	Corporation													
Issue Date	02/04/1999													
Expire Date	02/28/2015													
<hr/>														
License Status	ACTIVE													
This license is current and active. All information below should be reviewed.														
<hr/>														
<table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">CLASS</th> <th style="text-align: left;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>B</td> <td><u>GENERAL BUILDING CONTRACTOR</u></td> </tr> <tr> <td>C10</td> <td><u>ELECTRICAL</u></td> </tr> <tr> <td>C20</td> <td><u>WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING</u></td> </tr> <tr> <td>C16</td> <td><u>FIRE PROTECTION CONTRACTOR</u></td> </tr> <tr> <td>A</td> <td><u>GENERAL ENGINEERING CONTRACTOR</u></td> </tr> </tbody> </table>			CLASS	DESCRIPTION	B	<u>GENERAL BUILDING CONTRACTOR</u>	C10	<u>ELECTRICAL</u>	C20	<u>WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING</u>	C16	<u>FIRE PROTECTION CONTRACTOR</u>	A	<u>GENERAL ENGINEERING CONTRACTOR</u>
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A	<u>GENERAL ENGINEERING CONTRACTOR</u>													
Classifications														
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Bonding	CONTRACTOR'S BOND													
This license filed a Contractor's Bond with <u>FEDERAL INSURANCE COMPANY.</u>														
Bond Number: 82189868														
Bond Amount: \$12,500														
Effective Date: 06/01/2009														
<u>Contractor's Bond History</u>														
BOND OF QUALIFYING INDIVIDUAL														

1. This license filed Bond of Qualifying Individual number **82062288** for RAMSEY DEAN LEE in the amount of **\$12,500** with FEDERAL INSURANCE COMPANY.

Effective Date: 01/01/2007

2. This license filed Bond of Qualifying Individual number **82188276** for GABELSBERG JAMES FRANCIS in the amount of **\$12,500** with FEDERAL INSURANCE COMPANY.

Effective Date: 07/27/2009

3. This license filed Bond of Qualifying Individual number **82159607** for JONES RORY LEE in the amount of **\$12,500** with FEDERAL INSURANCE COMPANY.

Effective Date: 07/29/2008

WORKERS' COMPENSATION

This license has workers compensation insurance with LM INSURANCE CORPORATION

Workers' Compensation

Policy Number: WA563D004334012

Effective Date: 10/01/2012

Expire Date: 10/01/2013

Workers' Compensation History

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

Personnel List	Other Licenses
----------------	----------------

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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

Revised: 6/15/12

Name of contractor	Period of debarment
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision	7/29/12 through 7/28/15
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision	6/14/12 through 6/13/15
Jeffrey Alan Mott and Michelle Mott, Individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision	3/29/12 through 3/28/15
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision	3/31/11 through 3/30/13
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision	3/31/11 through 3/30/13
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) Decision Addendum	3/1/11 through 2/28/14
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)	7/1/10 through 6/30/13
David Alvin Trexler, an individual	7/1/10 through 6/30/13

Division of Labor Standards Enforcement (DLSE)

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<p>909 A. George Washington Yuba City, CA 95993</p> <p>Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901 Decision </p>	<p>7/1/10 through 6/30/13</p>
<p>Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)</p> <p>Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision </p>	<p>4/19/10 through 4/18/13</p> <p>4/19/10 through 4/18/13</p>
<p>Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595</p> <p>David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 Decision </p>	<p>3/18/10 through 3/17/13</p>
<p>S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) Decision </p>	<p>10/15/09 through 10/14/12</p>
<p>Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision </p>	<p>8/5/09 through 8/4/12</p>
<p>All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGilincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision </p>	<p>5/14/09 through 5/13/12</p>
<p>1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision </p>	<p>3/16/09 through 3/15/12</p>

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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

**EL CAMINO AND BOXWOOD TRAFFIC SIGNAL PROJECT (PN: S15124300)
Addendum No. 1**

April 19, 2013

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 email or letter, provided such email 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, Kaleb Haile at (916) 808-7020.

Very truly yours,

Brenda Kee
Contract Services
Enclosure

**El Camino and Boxwood Traffic Signal Project
PN: (S15124300)**

Addendum No. 1

Item #1 - Per Section 1.9 of the Special Provisions, Section 1.9, the following Manufacturer's product is approved by the City, as an approved equal, for providing pull box steel security lids.

Manufacturer: Sipra Corp, (559) 860-9991

Name and Model number of Product: Lockjaw! Utility Box Security Lids, ELJ-300102-CM and ELJ-360102-CM

Description: Locking security lids for #5 and #6 electrical pull boxes with diamond plate, keyed for City of Sacramento.

Item #2 - Under Section 3.10 of the Special Provisions, the contact phone number for Justin Miller has been changed from 916-439-5077 to 916-439-4787.



DEPARTMENT OF
TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

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

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

**EL CAMINO AND BOXWOOD TRAFFIC SIGNAL PROJECT (PN: S15124300)
Addendum No. 2**

April 22, 2013

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
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For any questions related to this Addendum, contact the Project Manager, Kaleb Haile at (916) 808-7020.

Very truly yours,

Jose R. Ledesma
Contract Services
Enclosure

**El Camino and Boxwood Traffic Signal Project
PN: (S15124300)**

Addendum No. 2

Item #1 - Replace pages 57 thru 60 of the Special Provisions with the attached sheets. The new attachment removes item H, Accessible Pedestrian Signal (APS), from the Special Provisions.

for protection of line and load. The pedestrian signal shall have a high power factor > 0.9. The pedestrian signal shall have < 20% harmonic distortion.

The design of the modules shall require a specific mounting orientation. Each module shall provide an average luminous intensity of at least 3,750 candela/m² for Upraised hand and 5,300 candela/m² for the Walking person symbol throughout the useful life over the operating temperature range.

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

The color output of the module shall conform to the requirements of the ITE: "Pedestrian Traffic Control Signal Indications" and the MUTCD.

The Hand Man symbols shall conform to all applicable ITE and CalTrans requirements. Raised Hand shall be Portland orange. Walking figure shall be lunar white. The module shall not require special tools for installation. The module shall fit securely into existing pedestrian signal section housings built to the PTCSH specifications without modification to the housing.

The pedestrian signal face shall be no less than 16" high. Aluminum housing.

The modules shall be a self-contained device, not requiring on-site assembly for installation into an existing Type "A" housing. The pedestrian signal shall be capable of displaying the LED "Raised Hand" legend. The numeral portion shall consist of two (2) seven segment digits, constructed of a minimum of 2 rows of LED's, simultaneously. The pedestrian signal shall use overlays to diffuse the LED's and provide uniform light dispersion while keeping the symbols clear and distinct. The signal shall be configurable, such that the countdown timer can start at the beginning or the end of the "Walk" portion of the pedestrian phase. Initially, the Contractor shall set the signal such that the Countdown timer starts at the beginning of the flashing "Don't Walk/Raised Hand" portion of the phase and ends at the beginning of the solid "Don't Walk/Raised Hand" portion of the phase.

Modules shall have filled hand/man.

E. Mounting Hardware

All slipfitters and terminal compartments shall be cast bronze. Clam shell mounting assemblies shall not be used.

F. Pedestrian Pushbuttons

The pedestrian pushbuttons shall conform to Section 86-5.02, "Pedestrian Pushbuttons", of the State Specifications and these Specifications. Pedestrian

pushbuttons shall be Type B and meet all American Disability Act (ADA) requirements. The diameter of the actuator shall be 2-inch minimum.

The pedestrian pushbuttons shall be magnetic switch type pushbuttons in heavy cast aluminum or highly durable corrosion-proof housings. The buttons shall be a high visibility yellow. The instruction sign shall be a minimum 20 gauge enameled steel, 5" x 7-3/4" and shall display the appropriate sign for international symbol signals. The mounting height of the pedestrian push button shall be as specified in the latest CalTrans Specifications. Frame shall be black.

G. Traffic Signal Standards

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

H. ~~Accessible Pedestrian Signal (APS)~~

~~The Accessible Pedestrian Signal (APS) shall be manufactured by Polara Engineering, Inc (Model: EZ Communicator 2-Wire Navigator APS).~~

~~APS shall be installed in accordance with the City of Sacramento's APS Implementation Guidelines. The APS consists of three primary components: Pedestrian Interface Units, a Control Unit, and a System Programmer.~~

1) ~~Pedestrian Interface Unit:~~

- a. ~~A Pedestrian Interface Unit (PIU) receives pedestrian crossing requests and provides visual, audio, and speech pedestrian messages to aid street crossing. The PIU shall be installed per the latest requirements of the California MUTCD. The PIU shall be suitable for installation on a typical pedestrian signal pole with no special tools required. Where pedestrian clearance time is such that pedestrians must wait at a median, a PIU may be provided in the median so long as median meets the minimum accessibility requirements. The PIU shall be constructed of cast aluminum or equal, painted with yellow background, black crossing logo, a tactile arrow indicating the direction of crossing it services, and an integrated two-inch diameter pushbutton. The pushbutton shall be of cast aluminum, painted yellow, rated at 100 million activations minimum at up to 2-lbs force. When these features are activated, the PIU shall confirm each pushbutton activation by visual, audio, and vibrotactile feedback. Visual messages shall be by high intensity LED at 1200-mcd minimum, with 160-degree visibility cone.~~
- b. ~~Audio messages shall be via integrated, sealed, and weatherproof speakers capable of emitting locator tone, cuckoo, chirp, and speech messages. Audio output shall be up to 10 watts RMS. Each audio output shall have an automatic volume control up to 28dB. There shall be independent~~

maximum and minimum volume settings for locator, walk, and clearance. Audible locator tone shall be at 880 Hz, 100 msec duration, 1 sec interval. Audible "Chirp" shall be between 1700 Hz to 2700 Hz, 200 msec duration, 1 sec interval. Audible "Cuckoo" shall be 1000 Hz and 1250Hz, 600 msec duration, 1.8 sec interval. Each pushbutton activation shall cause an audible click. An extended activation on any pushbutton shall mute the entire intersection except selected crosswalk. All audible tones and sounds shall be synchronized to minimize confusion and audio clutter.

- e. Vibrotactile shall be integrated into the pushbutton and shall be energized during the WALK interval.
- d. The PIU shall be speech message capable. When activated, speech message volume shall be adjustable up to a maximum of 89 dB and up to 5 dB above the ambient noise measured at the PIU level. Speech messages shall include programmable pushbutton and crossing messages. Pushbutton message shall be, "Wait to cross (name of street) at (name of other street.)" Crossing message shall be, "(Name of street.) Walk signal is on to cross (name of street.)" For exclusive pedestrian phases, the crossing message shall be, "Walk signal is on for all crossings." Speech messages shall repeat at the rate of 1 hertz from the beginning of the appropriate phase to the end of the phase.
- e. The PIU shall operate in temperatures between -20 to +150 degrees F.

2) Control Unit:

A Control Unit (CU) provides the interface between the traffic signal controller and PIUs. It passes through pedestrian crossing requests from PIUs to the controller while relaying WALK and clearance timing from the controller to PIUs. The CU shall be a shelf-mounted or rack-mounted unit compatible with TS1, Type 170, and Type 2070 controllers housed in Type R or 33X-series cabinets. Each CU shall be able to control up to 12 PIUs. The CU shall interface with the controller and PIUs via optically isolated input/output up to 36 volts. The CU shall maintain system settings and diagnostic data retrievable by the System Programmer described below. The CU shall operate in temperatures between -20 to +150 degrees F.

3) System Programmer:

A System Programmer (SP) enables PIUs to be configured with visual, audio, and vibrotactile settings suitable for crossing operations. The SP shall be security-coded and shall communicate with the CU and PIUs via infrared or radio communications. The SP shall be capable of global or individual configuration setting and edit. The SP shall be hand-held, portable, and

~~tamperproof. The SP shall be capable of self diagnostic and remote fault report via wireless communication. The SP shall operate in temperatures between -20 to +150 degrees F.~~

3.16 Traffic Signal Controller, NEMA, ASC/3, TS2 Type 1

The Traffic Signal Controller shall be an ECONOLITE ASC/3-2100 TS2 Type 1 or approved equal. All Controllers other than the manufacturer specified must be approved by the Operations section of Traffic Engineering Services prior to delivery. The controller shall be compatible with the City of Sacramento's Type R TS2 Type 1 cabinet specifications as specified in these Special Provisions.

1. The controller shall be in accordance with the NEMA TS2 TYPE 1 specification.
2. The controllers housing shall be aluminum, and be able to with stand a shock of 10g without permanently rendering the controller inoperable.
3. The controller's display shall be minimum 16 line x 40 characters with LED Back Light LCD display.
4. The controller shall have a warranty period of no less then two years.
5. All controllers shall come with all appropriate operation and maintenance manuals.
6. The D plug shall be designed for type 90 Traconex design.

OPERATIONAL FEATURES

Programming

1. Operationally, the Traffic Signal Controller shall have a minimum of 16 phases, 8 configurable concurrent groups in 4 timing rings with 16 vehicle overlaps. Each pedestrian movement shall be able to be overlapped.
2. Each operation shall be accessible through a menu driven system in the controller.
3. Controller phase timing display shall be easily accessible through the menu driven display.

Pre-Emption

1. The controller shall have ten preemptors total, six for EV and RR and 4 for Transit Vehicles.
2. RR Preemption shall provide up to two track clearances and be able to link to other preemptors.
3. EV Preemption shall be compatible to 3M Opticom Discriminators, and Relays. EV preemptors shall provide Delays; Phase Clearances, and the ability to Link Preemptors.
4. The controller, if Transit Signal Priority Specified, shall provide Transit Vehicles signal priority service functions. The features shall include but not be limited to Green Extension, Split Modification, and operate in Free as well as Coordination. Transit Signal Priority shall not disrupt coordination.

Coordination

1. The controller shall have a minimum of 64 coordination plans.



**City of Sacramento
Formal Bid / Proposal Delivery Options**

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

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

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



**DEPARTMENT OF
PUBLIC WORKS**

**CITY OF SACRAMENTO
CALIFORNIA**

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

**ENGINEERING SERVICES
DIVISION**

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

April 9, 2013

RE: City of Sacramento Construction Contracting Opportunities

The City of Sacramento is currently soliciting bids for **El Camino and Boxwood Traffic Signal (PN: S15124300)**.

Work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to install a new traffic signal as indicated on the Plan sheets and these Special Provisions at the following location:

INTERSECTION OF EL CAMINO AVENUE AND BOXWOOD STREET

Also, included in the work shall be installing fiber optic and interconnect.

Bids to be received Wednesday, May 1, 2013 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

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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 **May 1, 2013** and will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

**El Camino and Boxwood Traffic Signal
(PN: S15124300)**

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:

**El Camino and Boxwood Traffic Signal
(PN: S15124300)**

Copies of the Contract Documents are available at

Planetbids
<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#>

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 **24 of 168**

ESBE REQUIREMENTS

(City Construction Contracts no Federal Funds Used)

I. ESBE PARTICIPATION REQUIREMENT

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 City 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 establish 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 submit copies of their Certification as a SBE or EBE, and the SBE or EBE Certifications for each subcontractor, supplier, or other SBE or EBE business entity listed in the bidder's sealed proposal, within two (2) working days after being requested to do so by City. Failure to submit the requested ESBE information within this time period 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, Department of General Services, or by the City, prior to the time bids are received by the City.
- B. An EBE designated in the bid must be certified as such by the City prior to the time bids are received by the City.

III. DETERMINATION OF ESBE PARTICIPATION LEVEL

- A. ESBE Participation: The percent of ESBE participation shall be determined based on the dollar value of the work to be performed or supplies to be furnished by certified ESBEs designated in the bidder's Subcontractor and ESBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. Participation Credit: To receive credit for participation:(1) an ESBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must carry its

authorization from the City to perform the work with other forces or to obtain the material, equipment, or supplies 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 or the materials/equipment/supplies provided by the listed ESBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed ESBE fails to perform its contractual obligations.
 5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an ESBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an ESBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original ESBE subcontractor with another certified ESBE subcontractor. The new ESBE subcontractor must be certified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more ESBEs in substantial compliance with the ESBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject ESBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV(D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the

**CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC
WORKS PROJECTS**

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov

BID PROPOSAL FORMS

PLEASE REMOVE AND
COMPLETE
THE FOLLOWING DOCUMENTS
AND
SUBMIT AS
THE BID PROPOSAL
PACKAGE

CITY OF SACRAMENTO
 Department of Public Works
 Engineering Services Division

Bid Proposal
 Page 1 of 4

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:

EL CAMINO AND BOXWOOD TRAFFIC SIGNAL PROJECT
(S15124300)

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.	TRAFFIC SIGNAL INSTALLATION	1	LS	\$ 220,000 ⁰⁰	\$ 220,000 ⁰⁰
2.	REMOVE SIGNS	7	EA	\$ 19 ⁰⁰	\$ 133 ⁰⁰
3.	PLACE SIGNS ON MASTARMS	10	EA	\$ 300 ⁰⁰	\$ 3,000 ⁰⁰
4.	TRAFFIC SIGN TO PLACE	8	EA	\$ 55 ⁰⁰	\$ 440 ⁰⁰
5.	NEW POST TO INSTALL	3	EA	\$ 196 ⁰⁰	\$ 588 ⁰⁰
6.	REMOVE TRAFFIC MARKINGS AND STRIPING	1	LS	\$ 3,899 ⁰⁰	\$ 3,899 ⁰⁰
7.	RAISED PAVEMENT MARKERS TO PLACE	144	EA	\$ 4 ⁰⁰	\$ 576 ⁰⁰
8.	4" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	1,764	LF	\$ 1 ⁰⁰	\$ 1,764 ⁰⁰
9.	6" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	267	LF	\$ 1 ⁰⁰	\$ 267 ⁰⁰
10.	8" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	200	LF	\$ 2 ⁰⁰	\$ 400 ⁰⁰
11.	12" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	540	LF	\$ 6 ⁰⁰	\$ 3,240 ⁰⁰
12.	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	332	SF	\$ 8 ⁰⁰	\$ 2,656 ⁰⁰
13.	MICROSURFACING (TYPE-II) TO PLACE	4,389	SY	\$ 5 ⁰⁰	\$ 21,945 ⁰⁰
CONTRACTOR NAME: <u>Siemens Industry Inc.</u>				TOTAL	\$ 258,908 ⁰⁰

It is understood that this Bid Proposal is based upon completion of the Work within a period of **FORTY FIVE (45) WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

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.

Contractor shall order the traffic signal poles and submit proof of the order and the delivery date in writing to the City, within ten (10) calendar days of the date of contract award by the City Council. The City may delay issuance of the Notice to Proceed (NTP), based upon the anticipated delivery date of the traffic signal poles. Based on the stated delivery date, the issuance of the NTP may be delayed by the City. If the stated delivery date cannot be met, Contractor shall provide the City with a letter from the manufacturer indicating the reason why the delivery date can not be met. The letter shall also state the revised delivery date. The City reserves the right to either accept the reason or to reject it. A letter from vendor is not acceptable.

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. # CNEC1 DATE April 19, 2013
Add. # TWO(2) DATE April 22, 2013
Add. # _____ DATE _____

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

Corporation - Under state LAWS of Delaware - Siemens Industry, Inc.

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:

(\$ 25,990.00) not less than ten percent (10%) of amount Bid Proposal

X _____

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

CONTRACTOR:

By [Signature]
(Signature)

STEVEN TEAL
(Print or Type)

Title Operations manager
Address 1585 PARKWAY BLVD.
WEST SACRAMENTO CA 95691
Telephone No. (916) 371-2614

Fax No. (916) 371-2601

Email Address stev.teal@siemens.com

Date April 26, 2013

FOR CITY USE ONLY

Bid Bond Security

Properly Signed Improperly Signed
 Not Included Not Required

Type of Deposit

Bid Bond Cashier/Certified Check
 Other Initial: RL

Contractor's License No. 758796 Type A, B, C10, C16, C20

Expiration Date 02-28-2015

Tax I.D. Nos. - Fed. 13-2762488 State California

City of Sacramento Business Operation Tax Certificate No. 150948
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE N/A Cert # N/A

SBEN N/A Cert # N/A

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

Bid Proposal
Page 4 of 4

UDBE N/A Cert # N/A _____

M/WBE N/A Cert # N/A _____

Schedule of Values- Electrical Cost Breakdown

Conduit				
3" Conduit	Directional Drill	50 LF	\$	40.00 Per LF
2" Conduit	Directional Drill	230 LF	\$	45.00 Per LF
2" Conduit	Rock Wheel	500 LF	\$	15.00 Per LF
Conductors				
#14 AWG		9000 LF	\$	0.50 Per LF
#6 AWG		1000 LF	\$	0.80 Per LF
#10 AWG		1100 LF	\$	0.75 Per LF
DLC		1200 LF	\$	0.50 Per LF
Pull Box				
#6		11 ea	\$	600.00 ea
#5		4 ea	\$	400.00 ea
Electrical Service				
Metered Service		1 ea	\$	6,525.00 ea
Traffic Signal & Street light Standards w/foundations				
17-3-100		2 ea	\$	9,000.00
26-4-100		1 ea	\$	15,000.00
19-4-100		1 ea	\$	10,000.00
1B		4 ea	\$	1,500.00
PPB Post		1 ea	\$	800.00
Luminaires				
Lumec 135W		4 ea	\$	1,000.00
Traffic Signal and Pedestrian Displays				
Signal Heads		13 ea	\$	700.00
Pedestrian Displays		8 ea	\$	400.00
Pedestrian Push Buttons				
PPBs		8 ea	\$	250.00
Detector Loops				
6x6 Loops		4 ea	\$	600.00
Detector Lead In Cable				
DLC		1200 LF	\$	1.00 Per LF
Detector Handhole				
		2 ea	\$	500.00 ea
Emergency Vehicle Detector System				
System, complete		1 ea	\$	20,000.00 ea
Traffic Signal Controller and Cab				
System, Complete		1 ea	\$	70,000.00 ea
includes video detection				
Battery Back Up System				
		1 ea	\$	5,000.00 ea
Interconnect Cable				
Fiber System		1 LS	\$	11,000.00 LS

KNOW ALL MEN BY THESE PRESENTS,

That we, Siemens Industry, Inc.

as Principal, and Federal Insurance Company

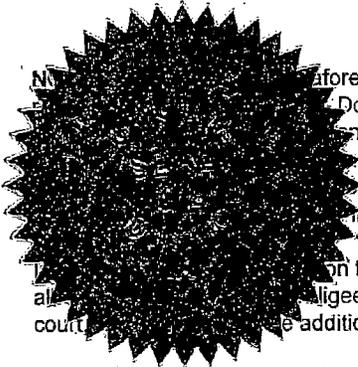
a corporation duly organized under the laws of the State of IN and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (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 by the City Clerk's Office, City of Sacramento, located at 915 I Street, Historic Building, Sacramento, CA 95814 up to the hour of 2:00 p.m. on May 1, 2013 for the Work specifically described as follows:

El-Camino and Boxwood Traffic Signal Project

(PN: S15124300)



Notwithstanding the fact that the aforesaid Principal is awarded the Contract and within the time and manner prescribed in the Contract Documents, enters into a written Contract, in the prescribed form, and files two (2) bonds with the City, one to guarantee faithful performance of the Contract and one to guarantee payment for labor and materials, and files the required insurance policies with the City as required in the Contract Documents or by law, then the obligation shall be null and void; and this obligation shall be in full force and effect.

Notwithstanding the fact that on this bond by the Obligee and judgment is recovered, the Surety shall pay the amount of the judgment to the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, in addition to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this 1st day of May 20 13.

Siemens Industry, Inc.
(Contractor) (Seal)

By [Signature]
Title Siemens Real Operations Manager

ORIGINAL APPROVED AS TO FORM:

City Attorney

Federal Insurance Company
(Surety) (Seal)

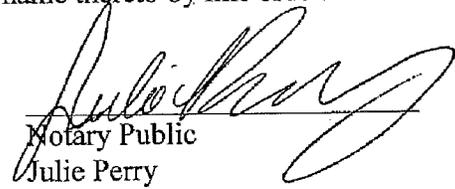
By [Signature]
Title Stacy Rivera, Attorney-in-Fact
Agent Name and Address Victoria Campbell
18101 Von Karman Ave., Ste. 600, Irvine, CA 92612
Agent Phone # 949-885-1206
Surety Phone # 908-903-3493
California License # 0371719

(Rev. 5-6-91)

ACKNOWLEDGEMENT OF SURETY

STATE OF CT
COUNTY OF Hartford

On this **1st** day of **May, 2013**, before me personally came **Stacy Rivera**, to me known, who, by me duly sworn, did depose and say that she is the attorney-in-fact of the **Federal Insurance Company**, that she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that she signed her name thereto by like order.



Notary Public

Julie Perry

My Commission Expires: 7/31/2015



**Chubb
Surety**

**POWER
OF
ATTORNEY**

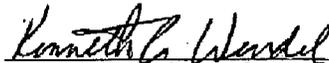
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

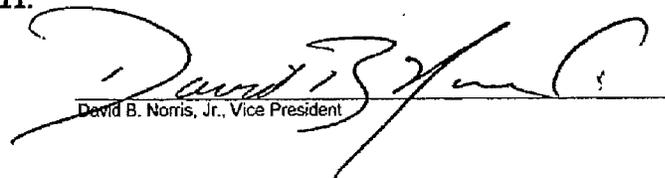
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Aiza Lopez, Jeannette Porrini and Stacy Rivera of Hartford, Connecticut -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **5th** day of **October, 2011**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **5th** day of **October, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

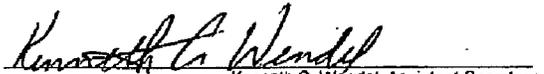
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **1st** day of **May, 2013**




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2012

(in thousands of dollars)

ASSETS	LIABILITIES AND SURPLUS TO POLICYHOLDERS
Cash and Short Term Investments..... \$ 402,323	Outstanding Losses and Loss Expenses \$ 12,627,388
United States Government, State and Municipal Bonds 9,901,519	Unearned Premiums..... 3,416,163
Other Bonds..... 4,595,536	Ceded Reinsurance Premiums Payable..... 364,197
Stocks 811,166	Provision for Reinsurance 62,250
Other Invested Assets..... 1,681,828	Other Liabilities..... 935,654
TOTAL INVESTMENTS 17,392,372	TOTAL LIABILITIES 17,405,652
Investments in Affiliates:	Capital Stock..... 20,980
Chubb Investment Holdings, Inc..... 3,352,969	Paid-In Surplus..... 3,106,809
Pacific Indemnity Company..... 2,496,198	Unassigned Funds 10,713,227
Chubb Insurance Investment Holdings Ltd.... 1,228,075	
Executive Risk Indemnity Inc..... 1,100,637	SURPLUS TO POLICYHOLDERS..... 13,841,016
CC Canada Holdings Ltd..... 758,892	
Chubb Insurance Company of Australia Limited 517,597	
Great Northern Insurance Company 438,592	
Chubb European Investment Holdings SLP.. 265,490	
Vigilant Insurance Company..... 246,766	
Other Affiliates 429,458	
Premiums Receivable 1,494,693	
Other Assets 1,524,929	
TOTAL ADMITTED ASSETS \$ 31,246,668	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS..... \$ 31,246,668

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments with a carrying value of \$430,688,714 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

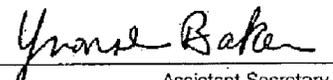
Yvonne Baker, Assistant Secretary _____ of the Federal Insurance Company
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2012 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2012.

Subscribed and sworn to before me
this March 31, 2013.



Notary Public

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013



Assistant Secretary

Please see attached

City Of Sacramento

Bid Proposal Guarantee
Page 1 of 1

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

as Principal, and _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened by the City Clerk's Office, City of Sacramento, located at 915 I Street, Historic Building, Sacramento, CA 95814 up to the hour of 2:00 p.m. on _____ for the Work specifically described as follows:

El Camino and Boxwood Traffic Signal Project

(PN: S15124300)

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this _____ day of _____ 20_____.

(Contractor) (Seal)
By _____
Title _____

(Surety)(Seal)
By _____
Title _____
Agent Name and Address _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Phone # _____
Surety Phone # _____
California License # _____

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

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

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

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

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

A, B, C10, C16, C20 Expiration Date: 02-28-2015 NO: 7587916

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

Yes No

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

Yes No

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

Yes No

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

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

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

Yes

No

Not applicable

OR

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

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

Yes

No

Not applicable

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

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

Yes

No

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

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

Yes No

OR

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

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

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

Yes No

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

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

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at Amheim, California (Location), on 04-20-2013 (Date).

Signature: [Handwritten Signature]

Print name: STEVEN TEAL

Title: OPERATIONS MANAGER

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

SIEMENS

OSHA Citation and Notification of Penalty containing a violation classified as serious or willful

Date: 10/20/2009

Location: Issaquah, WA

Type: Planned

Description: Serious

Fine Amount: \$600

Summary: Fall Protection

Date: 3/22/2010

Location: Issaquah, WA

Type: Random

Description: Serious

Fine Amount: \$3,150

Summary: Electrical Protection



Melissa Cavallo
Assistant Vice President

Marsh USA Inc.
1051 East Cary Street, 9th Floor
Richmond, VA 23219

1255 23rd Street NW, 4th Floor
Washington, DC 20037

202 263 7875
melissa.cavallo@marsh.com
www.marsh.com

October 10, 2012

Subject: Siemens Industry, Inc, Siemens Intelligent Transportation Services
Historical Experience Modification Rates

To Whom It May Concern:

As broker for Republic Intelligent Transportation Services, Inc., a Siemens Corporation, we wish to confirm that they are covered for Workers' Compensation through Liberty Insurance Corporation for the policy years October 1, 2008 – 2009 to present day. The following represents historical experience modification rates that have been provided by the NCCI and confirmed to Marsh through Liberty.

State	10/1/08-09	10/1/09-10	10/1/10-11	10/1/11-12	10/1/12-13
California	.66	.85	.97	.80	.88
Interstate	.68	.63	.61	.60	.61
Delaware	.876	.652	.825	.614	.901
Pennsylvania	.641	.625	.668	.676	.677
Michigan	1.04	.85	.49	.49	.68
New Jersey	.549	.460	.560	.557	.465

Should there be anything else you should need, please do not hesitate to call.

Sincerely,

Melissa Cavallo
Casualty Advisory Representative

SIEMENS

Year	Lost Time Cases	Hours Worked	LTIR (Lost Time Cases Incident Rate)
2010	7	514,388	2.7
2011	9	620,000	2.9
2012	10	589,324	3.4
3 year average	26	1,723,712	9.05*

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

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

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Siemens Industry, Inc.
Name of Contractor

1585 PARKWAY BLVD., WEST SACRAMENTO CA 95691
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000.00 ~~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 \$100,000.00 ~~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

4/26/2013

Date

STEVEN TEAL

Print Name

Operations Manager

Title

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



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

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

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

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

The included employee benefits are:

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

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

You May . . .

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

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

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



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

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

The included employee benefits are:

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

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

You May . . .

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

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.

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)
 In Partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

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

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

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

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

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

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:

371 BELMONT KEYS BLDG, #200, NOVATO CA 94949
State Where Bidder is Headquartered

6/23/10

**DELEGATION OF APPROVAL AUTHORITY FROM
PRESIDENT TERRY HEATH
AND VICE PRESIDENT FINANCE & BUSINESS ADMINISTRATION MARTIN SCHULTZ**

SIEMENS INDUSTRY, INC. – MOBILITY AND LOGISTICS DIVISION

- A. We, the undersigned, **Terry Heath, President** and **Martin Schultz, Vice President, Finance and Business Administration** of the Mobility and Logistics Division of Siemens Industry, Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested in us as President and Vice President Finance & Business Administration to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith for and on behalf of the Corporation, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on our behalf up to \$3 million.

AUTHORIZED SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Dana Rasmussen Service Segment Head	Dirk Glaser FBA
	Neway Redia Service Segment FBA

- B. We further acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$1 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in Paragraph A, limited to the monetary amount stated in this Paragraph.

AUTHORIZED SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Chris Reyes Area Manager	Tara Inboriboon FBA
Steven Gitkin Area manager	Claus Maucher FBA
Gregory Winn Operations manager	
Andrew Rist Operations manager	
Christopher Romeo Operations manager	
Steven Teal Operations manager	

- C. We further acknowledge that each of the signatures of the persons referred to in paragraphs A and B are binding upon the Corporation.
- D. We further acknowledge that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support

Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.

- E. We further acknowledge that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.
- F. We further acknowledge that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

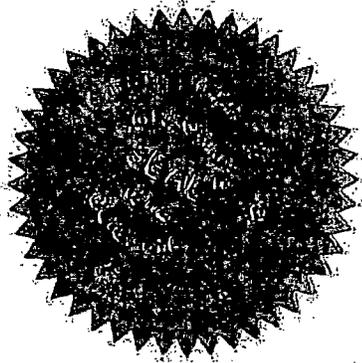
IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 1st day of April 2013.

Heath Terry

Digitally signed by Heath Terry
DN: serialNumber=Z000E75Y,
givenName=Terry, sn=Heath,
o=Siemens, cn=Heath Terry
Date: 2013.04.11 09:14:43 -07'00'

Terry Heath
President
Siemens Industry, Inc.
Mobility and Logistics Division

Martin Schultz
Vice President, Finance and Business Administration
Siemens Industry, Inc.
Mobility and Logistics Division



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PRESIDENT TERRY HEATH
AND VICE PRESIDENT FINANCE & BUSINESS ADMINISTRATION MARTIN SCHULTZ**

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<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Dana Rasmussen Service Segment Head	Dirk Glaser FBA
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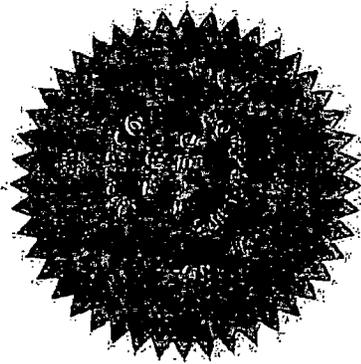
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- F. We further acknowledge that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 1st day of April 2013.



Terry Heath
President
Siemens Industry, Inc.
Mobility and Logistics Division

**Schultz
Martin**

Digitally signed by Schultz Martin
DN: serialNumber=Z00050MX,
givenName=Martin, sn=Schultz,
o=Siemens, cn=Schultz Martin
Date: 2013.04.11 08:29:06 -07'00'

Martin Schultz
Vice President, Finance and Business Administration
Siemens Industry, Inc.
Mobility and Logistics Division

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.

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.

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

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

State Where Bidder is Headquartered

6/23/10

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over \$25,000)

RECD MAY 20 2013

THIS AGREEMENT, dated for identification June 18, 2013, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Siemens Industry, Inc., 1585 Parkway Blvd., West Sacramento, CA 95691. ("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:

**El Camino and Boxwood Traffic Signal Project
(PN: S15124300)**

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

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

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

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

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

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

(B) Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **nine hundred and ten dollars (\$910)** 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 May 23, 2013

BY [Signature]
DANA RASMUSSEN
Print Name
SENIOR DIRECTOR
Title

BY Newayam [Signature]
NEWAY MEDIA
Print Name
SENIOR DIRECTOR OF FINANCE
Title
13-2762488
Federal ID#
13-2762488
State ID#
1002448

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

Type of Business Entity (check one):

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

CITY OF SACRAMENTO
a municipal corporation

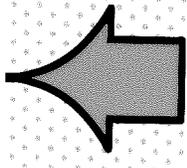
DATE _____

For: _____
City Manager

Original Approved As To Form: _____

[Signature]
City Attorney

Attest: _____
City Clerk



REC'D JUN 17 2013

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Public Works
Page 1 of 1

Bond No.: 82328253/9128161
Premium: \$550.00/\$602.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: **Siemens Industry, Inc.**
as principal, hereinafter called Contractor, a contract for construction of:

El Camino and Boxwood Traffic Signal Project (PN: S15124300)

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 Siemens Industry, Inc., 1585 Parkway Blvd., West Sacramento, CA 95691.

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):*
Federal Insurance Company, 15 Mountain View Rd., Warren, NJ 07059 & *

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: two hundred fifty eight thousand nine hundred eight dollars and no cents (\$258,908.00), 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.

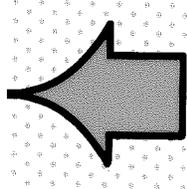
As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

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.

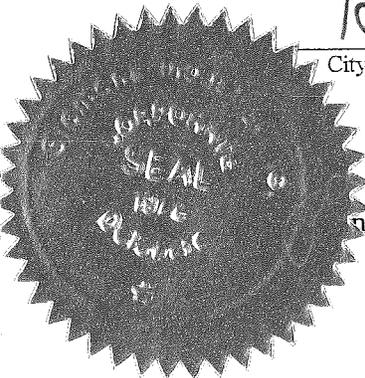
IN WITNESS WHEREOF, this instrument has been signed and sealed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on May 24, 2013.

Siemens Industry, Inc. (Contractor) (Seal) Federal Insurance Company & Fidelity and Deposit Company of Maryland (Surety) (Seal)
By DICK GLASE Title DIRECTOR OF FINANCE By Stacy Rivera, Attorney-In-Fact
Agent Name and Address Willis Insurance Services of CA
18101 Von Karman Ave., Ste. 600, Irvine, CA 92612
Agent Phone # 949-885-1206
Surety Phone # 908-903-3493 / 410-559-8755
California License # 0371719

ORIGINAL APPROVED AS TO FORM:
Joe Nol
City Attorney



**SIGN
HERE**



and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196

**CITY OF SACRAMENTO
PAYMENT BOND**

Department of Public Works
Page 1 of 1

Bond No.: 82328253/9128161
Premium: \$550.00/\$602.00

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: **Siemens Industry, Inc.**

hereinafter called Contractor, a contract for construction of:

El Camino and Boxwood Traffic Signal Project (PN: S15124300)

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and Siemens Industry, Inc. 1585 Parkway Blvd., West Sacramento, CA 95691.

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*): Federal Insurance Company, 15 Mountain View Rd., Warren, NJ 07059 & *

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 two hundred fifty eight thousand nine hundred eight dollars and no cents (\$258,908.00), 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.

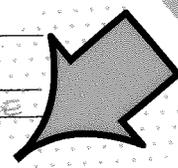
It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of 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 20 13

Siemens Industry, Inc.
(Contractor) (Seal)

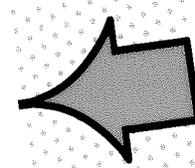
By DIRK CLOSTER
Title DIRECTOR OF FINANCE

**SIGN
HERE**



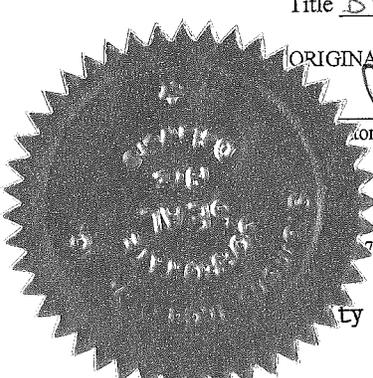
Insurance Company &
and Deposit Company of Maryland
(Surety) (Seal)

By Stacy Rivera, Attorney-In-Fact
Agent name and Address: Willis Insurance Services of CA
18101 Von Karman Ave., Ste 600, Irvine, CA 92612
Agent Phone #: 949-885-1206
Surety Phone #: 908-903-3493 / 410-559-8755
California License # 0371719



ORIGINAL APPROVED AS TO FORM:

Joe Noel
Attorney



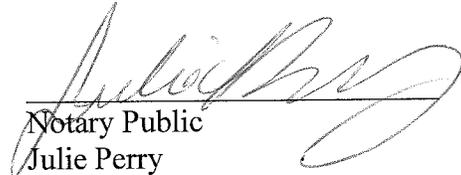
7-1-12

ty and Deposit Company of Maryland, 1400 American Lane, Schaumburg, IL 60196

ACKNOWLEDGEMENT OF SURETY

STATE OF CT
COUNTY OF Hartford

On this 24th day of **May, 2013**, before me personally came **Stacy Rivera**, to me known, who, by me duly sworn, did depose and say that she is the attorney-in-fact of the **Federal Insurance Company**, that she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that she signed her name thereto by like order.


Notary Public
Julie Perry
My Commission Expires: 7/31/2015



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Francis M. McGarry, Rosalie A. Moresco, Patricia O'Connell and Ann Marie Tinerino of New York, New York; Aiza Lopez, Jeannette Porrini, Stacy Rivera and Elana V. Sanchez of Hartford, Connecticut

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **13th** day of **May, 2013**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this **13th** day of **May, 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014**

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **24th** day of **May, 2013**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2012

(in thousands of dollars)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments.....	\$ 402,323	Outstanding Losses and Loss Expenses	\$ 12,627,388
United States Government, State and Municipal Bonds	9,901,519	Unearned Premiums.....	3,416,163
Other Bonds.....	4,595,536	Ceded Reinsurance Premiums Payable.....	364,197
Stocks	811,166	Provision for Reinsurance	62,250
Other Invested Assets.....	<u>1,681,828</u>	Other Liabilities.....	<u>935,654</u>
TOTAL INVESTMENTS	<u>17,392,372</u>	TOTAL LIABILITIES	<u>17,405,652</u>
Investments in Affiliates:			
Chubb Investment Holdings, Inc.	3,352,969	Capital Stock.....	20,980
Pacific Indemnity Company.....	2,496,198	Paid-In Surplus.....	3,106,809
Chubb Insurance Investment Holdings Ltd....	1,228,075	Unassigned Funds	<u>10,713,227</u>
Executive Risk Indemnity Inc.....	1,100,637		
CC Canada Holdings Ltd.....	758,892		
Chubb Insurance Company of Australia Limited	517,597	SURPLUS TO POLICYHOLDERS	<u>13,841,016</u>
Great Northern Insurance Company	438,592		
Chubb European Investment Holdings SLP ..	265,490		
Vigilant Insurance Company.....	246,766		
Other Affiliates	429,458		
Premiums Receivable	1,494,693		
Other Assets	<u>1,524,929</u>		
TOTAL ADMITTED ASSETS	<u>\$ 31,246,668</u>	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	<u>\$ 31,246,668</u>

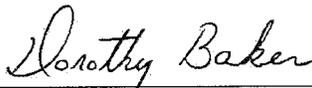
Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments with a carrying value of \$430,688,714 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary _____ of the Federal Insurance Company

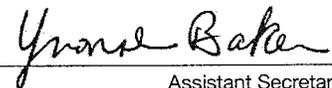
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2012 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2012.

Subscribed and sworn to before me
this March 31, 2013.



Notary Public

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013



Assistant Secretary

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jeannette PORRINI, Stacy RIVERA, Aiza LOPEZ and Elana V. SANCHEZ, all of Hartford, Connecticut, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of December, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 3rd day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2012

ASSETS

Bonds	\$ 157,177,826
Stocks	23,000,311
Cash and Short Term Investments	119,155
Reinsurance Recoverable	17,923,564
Other Accounts Receivable	35,473,256
TOTAL ADMITTED ASSETS	\$ 233,694,113

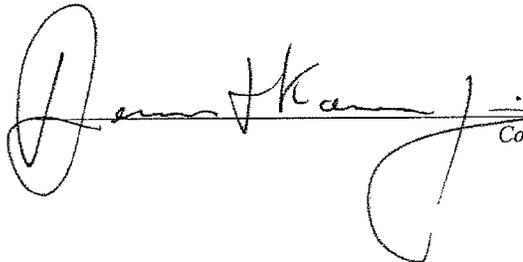
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 74,782
Ceded Reinsurance Premiums Payable	48,323,524
Securities Lending Collateral Liability	1,716,240
TOTAL LIABILITIES	\$ 50,114,546
Capital Stock, Paid Up	\$ 5,000,000
Surplus	178,579,567
Surplus as regards Policyholders	183,579,567
TOTAL	\$ 233,694,113

Securities carried at \$59,468,002 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$243,518,971 and surplus as regards policyholders \$193,404,425.

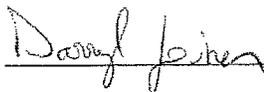
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.



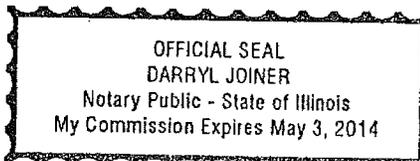
 Corporate Secretary

State of Illinois }
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.



 Notary Public



Company Profile

FEDERAL INSURANCE COMPANY
15 MOUNTAIN VIEW ROAD
WARREN, NJ 07061-1615
800-252-4670

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 #:	20281
NAIC Group #:	<u>0038</u>
California Company ID #:	0059-6
Date authorized in California:	December 18, 1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

Lines of Insurance Authorized to Transact

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

AIRCRAFT
 AUTOMOBILE
 BOILER AND MACHINERY
 BURGLARY
 COMMON CARRIER LIABILITY
 CREDIT
 DISABILITY
 FIRE
 LIABILITY
 MARINE
 MISCELLANEOUS
 PLATE GLASS

SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

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

Want More?

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

Last Revised - November 10, 2012 10:58 AM
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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.

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

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

C&D Debris Waste Management Plan

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

E. Definitions.

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

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

F. Terms and Conditions

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

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

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

More updated information can be found online at:

<http://www.cityofsacramento.org/utilities/>

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

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:	EL CAMINO AND BOXWOOD TRAFFIC SIGNAL		
CONTRACTOR: <i>(per agreement)</i>	_____		
REMITTANCE ADDRESS:	_____		
PHONE NUMBER: ()	_____		
INVOICE NO.:	S15124300-	CITY PROJECT NUMBER:	S15124300
		PERIOD ENDING DATE:	_____

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

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

UDBE Prime Contractor
 ESBE Prime Contractor
 CDBG Funded

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

Circle UDBE for FEDERALLY funded projects.

Circle ESBE for LOCALLY funded projects.

Original amount pledged: _____

Pledge Increase/Decrease to Include Change Order(s): _____

Total amount pledged: _____

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

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



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

PAY REQUEST APPLICATION

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

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

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

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



SCHEDULE OF VALUES

V4 - 7/5/11

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

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

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

EL CAMINO AND BOXWOOD TRAFFIC SIGNAL
 S15124300
 S15124300-

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	TRAFFIC SIGNAL INSTALLATION	1.00	LS										
2	REMOVE SIGNS	7.00	EA										
3	PLACE SIGNS ON MASTARMS	10.00	EA										
4	TRAFFIC SIGN TO PLACE	8.00	EA										
5	NEW POST TO INSTALL	3.00	EA										
6	REMOVE TRAFFIC MARKINGS AND STRIPING	1.00	LS										
7	RAISED PAVEMENT MARKERS TO PLACE	144.00	EA										
8	4" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	1764.00	LF										
9	6" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	267.00	LF										
10	8" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	200.00	LF										
11	12" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	540.00	LF										
12	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	332.00	SF										
13	MICROSURFACING (TYPE-II) TO PLACE	4389.00	SY										
		Original Contract Total:											
		Change Order #1 - See change order summary sheet for details											
		Change Order #2 - See change order summary sheet for details											
		Change Order #3 - See change order summary sheet for details											
		Change Order #4 - See change order summary sheet for details											
		Change Order #5 - See change order summary sheet for details											
		Change Order #6 - See change order summary sheet for details											
		Change Order #7 - See change order summary sheet for details											
		Change Order #8 - See change order summary sheet for details											
		Change Order #9 - See change order summary sheet for details											
		Sum of all Change Orders			\$0.00								
		CCO Adjusted Contract Amount (Original + Change Orders)			\$0.00								
		Total Work to Date From Previous Pay Request											
		Retention Withheld From Previous Pay Request											
		This Estimate (current work)											
		This Retention (current work) (10%)											
		Total Work to Date											
		Retention Withheld to Date											
		Balancing Total of Adjusted Contract											\$0.00

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
	Partial Retention Release (Prior approval is needed before proceeding with partial retention release)					"Retention Released to Date" From Previous Pay Request		Current Retention Release		Retention Released to Date			
						"Total Paid To Date" from Previous Pay Request		This Payment		Total Paid to Date			Supervisor Approval (Print & Sign)

Contractor Entered Data

PM Entered Data

GUARANTEE

We hereby guarantee the **El Camino and Boxwood Traffic Signal Project (PN: S15124300)** 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: MAY 23, 2013

Signed: _____



DANA RASMUSSEN, SENIOR
Printed Name DIRECTOR

Siemens Industry, Inc.
Company

1585 PARKWAY BLVD.
Address

WEST SACRAMENTO CA 95691



DEPARTMENT OF
TRANSPORTATION

CITY OF SACRAMENTO
CALIFORNIA

915 I St, RM 2000

ENGINEERING SERVICES
DIVISION

SACRAMENTO, CA
95814-2702

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,

Jose R. Ledesma
Contract Services

cc:

Tim Mar
Risk Management
Shareen Kidd
Project File

WORKER'S COMPENSATION CERTIFICATION

El Camino and Boxwood Traffic Signal Project (PN: S15124300)

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: May 23, 2013 Contractor Siemens Industry, Inc.

By [Signature]
Signature
DANA RASMUSSEN
SENIOR DIRECTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2013

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 100129-REPUB-12/13 RE31C Hayes- NOC60	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: HDI-Gerling America Insurance Company</td> <td>41343</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER C: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HDI-Gerling America Insurance Company	41343	INSURER B: Liberty Mutual Fire Ins Co	23035	INSURER C: LM Insurance Corporation	33600	INSURER D:		INSURER E:		INSURER F:
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INSURER C: LM Insurance Corporation	33600														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** NYC-006640218-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLD1110104	10/01/2012	10/01/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 100,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 7,500,000
							PRODUCTS - COMP/OP AGG	\$ INCL.
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2631004334212	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ N/A
							BODILY INJURY (Per accident)	\$ N/A
							PROPERTY DAMAGE (Per accident)	\$ N/A
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA563D004334012 (AOS)	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
C	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			WC5631004334022 (OR, WI)	10/01/2012	10/01/2013	E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: EL CAMINO AND BOXWOOD TRAFFIC SIGNAL (PN: S15124300)

 SEE ATTACHED

CERTIFICATE HOLDER CITY OF SACRAMENTO ATTN: BRENDA KEE 915 I STREET SACRAMENTO, CA 95814	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED SIEMENS INDUSTRY, INC. SIEMENS INTELLIGENT TRANSPORTATION SERVICES 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: EL CAMINO AND BOXWOOD TRAFFIC SIGNAL (PN: S15124300)

THE CITY OF SACRAMENTO, ITS EMPLOYEES, OFFICERS AND AGENTS ARE HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT. SUCH INSURANCE AS IS AFFORDED BY THE ADDITIONAL INSURED ENDORSEMENT SHALL APPLY AS PRIMARY INSURANCE & OTHER INSURANCE MAINTAINED BY THE CERTIFICATE HOLDER SHALL BE EXCESS ONLY & NOT CONTRIBUTING WITH INSURANCE PROVIDED UNDER THIS POLICY.

WAIVER OF SUBROGATION IS EFFECTUAL.

\$1,000,000 PROFESSIONAL LIABILITY IS INCLUDED UNDER THE GENERAL LIABILITY POLICY.

COMPLETED OPERATIONS COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

HDI-GERLING AMERICA INSURANCE COMPANY

MANUSCRIPT ENDORSEMENT # 34

Policy Number
GLD11101-04

Named Insured
SIEMENS CORPORATION

Policy Period:	Inception (M-D-Y)	Expiration (M-D-Y)	Effective Date and Time of Endorsement
	10-01-12	10-01-13	10-01-12 12:01 a.m. Standard Time at Address of the Insured.

This Endorsement Changes The Policy. Please Read It Carefully.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Who is an insured is amended to include as an insured any person whom you are required to add as an additional insured on this policy under a written agreement. The insurance coverage provided to such additional insured applies only to the extent required within the written agreement.

The insurance coverage provided to the additional insured person shall not provide any broader coverage than you are required to provide to the additional insured person in the written agreement and shall not provide limits of insurance that exceed the lower of the Limits of Insurance provided to you in this policy, or the limits of insurance you are required to provide in the written agreement.

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent, or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the written agreement specifically requires that this insurance apply on a primary basis, this insurance is primary. If the written agreement specifically requires this insurance apply on a primary and non-contributory basis this insurance is primary to other insurance available to the additional insured and we will not share with that other insurance.

This endorsement shall prevail over additional insured endorsements that may apply under this policy unless required otherwise in the written agreement.

All terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modified insurance provided under the following:

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

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

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

SCHEDULE

**Name of Person(s) or
Organization(s):**

SEE ATTACHED SCHEDULE
ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT

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

Policy No: AS2-631-004334-212
Liberty Mutual Fire Insurance Company
Effective Date: 10/01/2012
Expiration Date: 10/01/2013
Sales Office: NEW YORK, NY 0202

Issued By:

Endt Serial No: TBD

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION REQUIRED
BY WRITTEN CONTRACT

Issued by: LM Insurance Corporation

For attachment to Policy No WA5-63D-004334-012
\$

Effective Date 10/01/2012

Premium

Issued to: SIEMENS CORPORATION

Withholding Exemption Certificate

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 Siemens Industry, 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.) 1000 Deerfield Parkway		1 3 - 2 7 6 2 4 8 8		
City Buffalo Grove		State I L	ZIP Code 6 0 0 8 9 4 5 4 7	
		Apt. no./ Ste. no.		

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) DANA RAEMUSSEN Daytime telephone no. 415-884-3000
 Payee's signature [Signature] Date 5/23/13

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.
- 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 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 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.

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

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

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

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) Siemens Industry, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 1000 Deerfield Parkway City, state, and ZIP code Buffalo Grove, IL 60089-4547 List account number(s) here (optional)	
		Requester's name and address (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
13 2762488

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ MAY 23, 2008
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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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.
²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SPECIAL PROVISIONS

**SPECIAL PROVISIONS
FOR
EL CAMINO AND BOXWOOD TRAFFIC SIGNAL PROJECT
(PN: S15124300)**

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**SPECIAL PROVISIONS
FOR
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1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

Work to be performed under these Special Provisions includes furnishing and installing all necessary equipment and material to install a new traffic signal as indicated on the Plan sheets and these Special Provisions at the following location:

INTERSECTION OF EL CAMINO AVENUE AND BOXWOOD STREET

Also, included in the work shall be installing fiber optic and interconnect.

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 latest State Standard Specifications and these special provisions.

Contractor shall install the new service pedestal as the first order of construction work. The Contractor shall schedule a field meeting with the SMUD Inspector before beginning the work, and shall notify the City Inspector. The Contractor shall acquire the SMUD Inspector's Certification prior to the completion of work on the service pedestal. The Contractor shall notify the City Inspector upon completion of the service cabinet installation, so that the service cabinet is ready for SMUD power connection at the early stages of construction. Once SMUD powers the service cabinet, the main breaker shall be locked out to avoid any electrical hazard while terminating wires at the load side of the distribution breakers. The key should be kept with the City Inspector or a qualified electrician provided by the Contractor.

South on 29th Street

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

1.7 CERTIFICATE OF COMPLIANCE

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

1.8 FINAL PAY QUANTITY

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

1.9 EQUIPMENT TO BE SUPPLIED

Contractor shall order the traffic signal poles and submit proof of the order and the delivery date in writing to the City, within ten (10) calendar days of the date of contract award by the City Council. The City may delay issuance of the Notice to Proceed(NTP), based upon the anticipated delivery date of the traffic signal poles. Based on the stated delivery date, the issuance of the NTP may be delayed by the City. If the stated delivery date cannot be met, Contractor shall provide the City with a letter from the manufacturer indicating the reason why the delivery date cannot be met. The letter shall also state the revised delivery date. The City reserves the right to either accept the reason or to reject it. A letter from vendor is not acceptable.

All equipment, material and supplies called for in the Special Provisions 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.

All equipment, materials, and supplies to be considered as an approved equal must be submitted to the City for approval no less than seven (7) calendar days prior to the bid opening date. If the Engineer finds said equipment, materials, and supplies to be acceptable, an addendum will be issued notifying all bidders no less than two calendar days prior to the bid opening date.

1.11 COORDINATION

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

1. At a minimum the Contractor shall coordinate his operations with the following:
 - City Traffic Signal and Street Lighting Maintenance Shop
Contractor shall notify Norm Colby, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-6635.
 - City Fire Alarm
Contractor shall notify Doug Crawford, at 798-0673 or 277-6133, a minimum of five (5) working days prior to beginning work at each location.
 - Underground Service Alert
Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.
 - AT&T
Contractor shall contact Astrid Willard at (916) 453-6136 forty-eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by AT&T, or before any overhead line heights need to be measured.
 - Pacific Gas and Electric (PG&E)
Contractor shall contact David Allen, Senior Field Engineer Technician for PG&E, at (916) 386-5277, and Larry Schlaht at (916) 386-5371 at least 7 calendar days before start of construction.
2. A minimum of seven (7) calendar days prior to commencing work, the Contractor shall coordinate operations with the following City Divisions. The notice must answer the questions who, what, when, where and include the Project Manger's name.
 - City Waste Removal Division, Superintendent of Collection or Refuse Collection General Supervisor (808-4952).
 - Street Division, Street Cleaning Section General Supervisor (808-6333).
 - A minimum of three (3) working days prior to commencing work, the Contractor shall also be responsible for notifying all works with the following City Divisions:
 - City Public Media and Communications Specialist, Linda Tucker (808-7523).

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

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

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

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

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

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

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

1.14 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE

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

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work. For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

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

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

one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners' 5 calendar days in advance.

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

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

1.15 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

The Contractor may use concrete slip form machines to construct concrete curbs, gutters and sidewalks. The Contractor must maintain proposed lines and grades as shown on the plans. For curbs constructed on existing pavements, the contractor must construct the curb to eliminate any uneven lines and top of curb grade elevations. If in the sole discretion of the Engineer, these lines and grades are not maintained, the Contractor shall remove and replace the concrete at his/her costs.

1.16 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control (at the request of the City survey crew) to place the Contractor's construction stakes within vehicle travel lanes of heavy volume streets and highways. Heavy volume streets are typically major and minor collectors and arterial streets; and are not alleys, local residential, local commercial, or local industrial streets. The cost to provide traffic control for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

1.17 PUBLIC NOTIFICATION

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

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

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.

1.20 PROOF OF COMPLIANCE WITH CONTRACT

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of plant, equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

1.21 BACKFILLING OF VOIDS

All voids resulting from the removal of trees, pipes, maintenance holes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be removed, shall be backfilled per the provisions of Section 26 (Trench Backfill) of

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.

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

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

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

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.

The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense

upon incorporating the material and equipment covered by the submittal into the work.

2. If review and checking indicates limited corrections are required, copies will be returned marked "MAKE CORRECTIONS NOTED." Work may begin immediately on incorporating into the work the material and equipment covered by the corrected submittal.
3. If review and checking indicates insufficient or incorrect data has been submitted, copies will be returned marked "REVISE AND RESUBMIT." No work may begin on incorporating the material and equipment covered by this submittal into the work until the submittal is revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
4. If review and checking indicates the material and equipment submittal is unacceptable, copies will be returned and marked "REJECTED." No work may begin on incorporating the material and equipment covered by this submittal into the work until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

1.30 CLEANING UP

The Contractor shall not allow the site of the work to become littered with trash, debris, garbage or waste material, but shall maintain the site in a neat, orderly and healthful condition until completion and acceptance of the work.

Before final inspection of the work, the Contractor shall clean the work site and all ground occupied by him in connection with the work of all rubbish, excess materials, falsework, temporary structures, construction markings (by the Contractor or for his benefit) and equipment. All parts of the work shall benefit in a neat and presentable condition. Full compensation for cleaning up is included in the prices paid for the various contract items of work, and no separate or additional payment shall be made for cleaning up.

1.31 TIME BETWEEN CONCRETE SIDEWALK REMOVAL AND REPLACEMENT

The following section applies if concrete sidewalk is removed and replaced.

Construction on the curb ramps must be prosecuted in a manner that allows for the continued use by pedestrians of the intersection being work on. The Contractor will only be allowed to work at up to two (2) corners at one time, on the same side of the street. If the Contractor removes concrete at a third or fourth corner prior to making the other two accessible, the Contractor shall pay a penalty of \$500 per day for each day the curb ramp is not accessible per each curb ramp location. Sidewalk signs indicating that either the

1.33 WORK AFFECTING THE PUBLIC RIGHTS OF WAY

The Contractor shall refer to the City of Sacramento, Ordinance No. 2002-004, recently adopted and in effect as of March 19, 2002. Knowledge of, and compliance with, the provisions of this ordinance is required. The provisions of this contract require compliance with all City, State and Federal laws. Reference is made to this particular ordinance only because it may have significant impacts to construction operations, and associated traffic control. The ordinance establishes criteria and restrictions as it relates to maintenance, damage, traffic control, construction noise, and various other issues on, or related to, a construction project or other permitted work within the City limits. It further establishes administrative penalties, in the order of \$500, for each violation of the provisions of the ordinance.

1.34 EQUIPMENT TO BE SALVAGED

All material and equipment removed shall be in accordance with Section 34-23 of the Standard Specifications.

1.35 SPRINKLERS

The Contractor shall be responsible for protecting any existing sprinkler systems that are encountered within the project site. Sprinklers damaged as a result of the Contractor's operations shall be repaired at the Contractor's expense and no additional compensation will be allowed therefor.

1.36 LANDSCAPING

The Contractor shall replace the grass and any landscaping to match existing conditions, subject to the approval of the Engineer, disturbed or damaged as a result of Contractor's operations not included as part of the project. Existing grass that is to be removed shall be replaced with sod that is of the same type as the grass being removed. This work shall be included in the prices paid for the various bid items of work and no additional compensation will be allowed therefor.

1.37 CONTRACTOR MOBILIZATION

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

Traffic Signal and Pedestrian Displays – quantity and unit price (\$/EA).

Pedestrian Push Button – quantity and unit price (\$/EA).

Detector Loop – type (5'x5', 6'x6', etc), quantity and unit price (\$/EA).

Detector Lead-In Cable – quantity and unit price (\$/LF).

Detector Handhole – quantity and unit price (\$/EA).

Emergency Vehicle Detector System – quantity and (\$/EA).

Traffic Signal Controller and Cabinet – quantity and unit price (\$/EA).

Battery Back-Up System – quantity and unit price (\$/EA).

Interconnect Cable – quantity and unit price (\$/LF).

ITEM NO. 1 - 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 signal poles, conduits, conductors, pull-boxes, traffic signal standards, streetlight standards, foundations, luminaires, traffic signal displays, pedestrian signals, pedestrian pushbuttons, mounting brackets, type R cabinet TS2 TYPE-1, with ASC/3 TS2 TYPE-1 controller, controller software, video detection equipment (video detection camera, 28" riser pole, mounting brackets, power and control cables, video isolation card, coaxial cables, video detection cards, CAT 5E cable, SDLC cable, NTSC monitor, splicing hardware, etc.), 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 strand fiber optic cable and fiber cable splicing, 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.

Contractor shall supply and install lockable lids for the pull boxes. See Special Provisions for details.

Construction work also includes removing conductors, cables, and pull boxes, abandoning conduits, and removing existing interconnect 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. Work also includes removing all project related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks,

otherwise on the drawings. Contractor shall provide new hardware to hang sign on traffic signal. Install new two individual raps of 3/4 inch stainless steel banded strap and appropriate hardware both top and bottom of each sign.

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

ITEM NO. 4 - 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.

A sign material and installation submittal must be reviewed and accepted by the Engineer before fabrication 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.

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

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

A. Sign Posts

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

B. Signal and Street Light Poles

ITEM NO. 6 - REMOVE TRAFFIC MARKINGS AND STRIPING

Contractor shall remove existing markings and striping within the project limit as shown on the Plans or as required to place new striping and to complete the striping in place. Thermoplastic and painted preformed traffic markings shall be removed to the fullest extent possible from the pavement by grinding. Material left on the pavement as a result of removing traffic markings shall be removed as the work progresses. Accumulations of material which may interfere with drainage or constitute a hazard to traffic, shall not be permitted.

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

Until permanent striping is placed, temporary markers will be in place maintained, and included in this item.

Payment shall be at the lump sum for removal of markings and striping within the project limit and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to perform all as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 7 - 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. 8 - 4" THERMOPLASTIC TRAFFIC STRIPING TO PLACE

See item 12.

ITEM NO. 9 - 6" THERMOPLASTIC TRAFFIC STRIPING TO PLACE

See item 12.

ITEM NO. 10 - 8" THERMOPLASTIC TRAFFIC STRIPING TO PLACE

See item 12.

ITEM NO. 11 - 12" THERMOPLASTIC TRAFFIC STRIPING TO PLACE

See item 12.

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

Mineral Filler

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

Black Aggregate

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

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

The aggregate, prior to the addition of emulsion shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed as tested in accordance with California Test 205. The definition of a crushed particle in California Test 205 Section D, is amended to read: “Any particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle.”

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

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

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

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

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

The laboratory that performed the tests and designed the mixture shall sign the laboratory report. The report shall show the results of the tests on individual materials and shall compare their values to those required by these special provisions. The report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), set control additive, and MSE solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous 12 months. The mix design shall further show the recommended changes in mineral filler, water, and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 100 °F (38°C). This 100 °F (38°C) mixing report will not be required for projects requiring nighttime application.

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

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

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

Mixing and Spreading Equipment:

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

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

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

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

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

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

Spreader Box

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

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

Placing:

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

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

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

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

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

Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 3 inches (76 mm). Building paper shall be placed at the transverse joints to avoid double placement of the microsurfacing. Other suitable methods to avoid double placement of the microsurfacing will be allowed. Hand tools shall be available to remove spillage.

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

involved in microsurfacing, as specified in these Special Provisions and as directed by the Engineer.

contained within the City right-of-way. If utilities or other obstacles are encountered at the specified conduit depth, any additional drilling required to avoid the obstacle shall be made at the Contractor's expense and no additional compensation will be allowed therefor. Location of trenching and drill holes shall take into consideration minimal impact to the street pavement while still meeting the requirements of these Special Provisions.

A. Trenching Method

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

1. Trenches in reconstructed roadways shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).
2. Trenches in existing roadways shall use the "T-Trench" method. The portion over the trench shall be paved with asphalt concrete, Type A with $\frac{3}{4}$ " aggregate (coarse); except on residential streets where the base course shall be Type A, $\frac{3}{4}$ " aggregate (coarse) and surface coarse shall be Type B, $\frac{1}{2}$ " aggregate, (medium), per Section 22 of the City Standard Specifications, unless otherwise directed by the Engineer. See plan sheets for width and thickness of asphalt concrete over trench. Trenches shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

B. Directional Drilling Method

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

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

Prior to the start of directional drilling, the Contractor shall submit a plan which identifies location and size of proposed drill holes, describes process for identifying/locating existing utility services and other underground utilities or obstructions, identifies a proposed "drilling corridor" to avoid conflicts with existing utilities, services and other

A. Surge Suppressor Power Strip

Surge Suppressors shall meet the following requirements:

- 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 or Type 332 cabinets at 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.

D. Termination Block

Termination block shall meet the following requirements:

- EIA/TIA-568 Category 5e
- Terminates 22 - 26 AWG solid insulated cable
- Terminates 18 - 19 AWG solid stripped cable
- 25 pair capacity
- Fanning strips for horizontal cable management
- Made of high impact flame retardant thermoplastic
- Snap on cover

Termination block shall be manufactured by Siemon, Model S66M1-25 or approved equal.

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 Power over Ethernet (PoE) mid-span power injector, mounting brackets and Category 6 (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 CAT6 outdoor rated communication cable. Camera shall be powered over the data cable via a mid-span high 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 Application Programmers Interface (API), 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 programing, 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

240 Vac and be able to output at 55 Vdc at 1.35 amps. The injector shall meet the following standards IEEE 802.3af, IEEE 802.3at. The PoE injector shall be located in the traffic signal cabinet.

F. Communication- Power Cable and connectors

The camera shall connect PoE injector with Category 6 cable. The cable shall be Belden 7927A Multi-Conductor - Category 6 DataTuff® Twisted Pair Cable with Bonded-Pairs. It shall have 23 AWG bare copper conductors, polyolefin insulation, E-Spline center member, industrial grade sunlight- and oil-resistant PVC jacket, and a rip cord. Sequential markings at two-foot intervals shall be shown on the cable and it shall allow the use of standard RJ-45 connectors. The cable shall connect to the camera with a RJ45 PushPull connector meeting IP66 environmental requirements and to the PoE injector with a standard RJ-45 connector.

G. Camera Mounting Option

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.

- 1) Immediately after the loop wires have been installed, the slot shall be filled with an anionic asphaltic emulsion conforming to the State Standard Specifications for Rapid Setting No. 1 (RSI).
- 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%

Splicing of detector lead-in cables to loop conductors and splicing of detector cables when called for on the Plans shall be as follows:

1. Splices shall be made in pull boxes only. All splices to lead in cable shall be soldered.
2. The ends of the splice shall then be inserted into an approved insulated spring type connector of the correct size.
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, alkalies 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 764
- Opticom GPS Radio Unit (shaft mount) – Model 1010
- Opticom GPS Auxiliary Interface Panel – Model 768
- Opticom GPS Card Rack with power supply kit – Model 760
- Opticom Intersection Cabling, Model 1070
- Opticom Mounting Hardware

B. Installation

2. All fiber splices and terminations shall be performed by a City Approved Fiber Contractor. All splicing and termination materials shall be provided by a City Approved Fiber Contractor. The City approved contractors are IDF (contact Justin Miller at 916-439-5077) and 3D Datacom (contact Pete Pedersen at 916-859-9111). The Contractor bidding the Traffic Signal job shall make arrangements with the City Approved Fiber Contractor to get the work done. The City Approved Fiber Contractor shall work with the City of Sacramento for splices, terminations assignments, and scheduling. The cost of splicing, terminations and furnishing the materials shall be included as part of the bid price for the traffic signal installation and no additional compensation will be provided by the City. City inspectors shall notify by email, City IT Staff, Xavier Covarrubias and Manuel Martinez 5 Business days prior to fusion splicing into any active trunk lines.
3. The Contractor shall test all fiber optic cable spans after installation (Bare Fiber Testing). Testing results must be provided to the City Inspector. The City shall review test results and accept or reject the cable within 5 working days. If accepted by the City, and the Contractor 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 than 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.

B. Luminaire

Luminaires to be installed shall be specifically designed for LED use and rated for up to 100,000 hours of operation. Luminaires shall be designed to produce asymmetric distributions conforming to the Illuminating Engineering Society light pattern Type III unless otherwise specified. Luminaire shall utilize a heat sink to efficiently draw heat away from the LED chipset.

The units shall be suitable for two-inch (2") slip filter and mounting.

All new luminaires to be installed shall be inspected by the Engineer prior to installation. Luminaires shall be supplied without photo cell receptacles unless otherwise called for the Plans. 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.

C. LED

Luminaire shall be Philips Road View Series, Model RVS135W80LED or approved equal. The luminaire shall be type III with a minimum CRI of 70 and a CCT of 4000K, unless otherwise specified.

3.13 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.

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

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

The metered electrical service will be served from the serving utility as shown on the Plans. Service shall be wired for 120/240 volts, three-wire and single phase as shown on the Plans.

Remove concrete forms on traffic signal standards and service pedestals upon project completion.

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

1. Two two-pole, 120-volt alternating current main breakers with 100-ampere trip and an rating of 10,000 ampere AIC at 120/240 volts. Each main breaker shall have internal common trip. Each pole shall have individual on-off control and handle tie for common operation. Breaker shall be Cutler-Hammer Quicklag C or approved equal.
2. One single-pole, 120-volt alternating current branch circuit breaker for control circuit with 15-ampere trip and a rating of 10,000-ampere AIC at 120/240 volts. Breaker shall be Cutler-Hammer Quicklag C or approved equal.
3. One single-pole, 120-volt alternating current branch circuit breaker for irrigation control 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.

- i. In instances where the pull box is installed in a planter box or dirt areas, the pull box shall be set to grade with a concrete ring, as shown in the standard detail drawings.
- j. All No. 5 and No. 6 Pull Boxes shall have steel security lids with locking key bolt.
 - 1) Pull Box Lid shall be manufactured by LockLid Secure Utility Enclosure Lids manufactured by Jensen MetalTech 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)
 - 2) Lid shall be ¼” thick minimum galvanized steel.
 - 3) Lid shall be manufactured with slip resistant surface.
 - 4) Lid shall be non-traffic rated, unless otherwise specified.
 - 5) Lid shall be equipped with a lock mechanism which can be secured from the top of lid.
 - 6) Lock shall be recessed in a 1 inch diameter circle. Lock shall be a Secure Keyed Bryce Fastener, or approved equal.
 - 7) A steel welding plug shall be provided by the manufacturer to be inserted into the 1 inch diameter recessed lock. (Locklid # Plugs Sac Stl Plgs LkLd Lids, or approved equal).
 - 8) Lid shall be flush with top of pull box when the lid is completely secured and locked to the pull box.
 - 9) No. 5 pull boxes shall have a single cam locking system, or approved equal.
 - 10) No. 6 pull boxes shall have a double cam locking system, or approved equal.
 - 11) Lid shall have a grounding lug.
 - 12) Supply five sets of keys for the locks.
 - 13) Supply two sets of lifting tools for the lid.
 - 14) Lid shall be free of scratches, defects, and debris. Lids shall be installed new.

3.15 Traffic Signals and Fittings

Traffic Signal Standards and Lighting Standards shall be in accordance with the latest California Department of Transportation Standard Plans, unless otherwise specified in these Specifications or Plans.

A. Forms and Concrete and Debris

Remove concrete forms on traffic signal standards and service pedestals upon project completion. Remove all plywood, forms, excess and leftover concrete, and other debris as a result from construction upon project completion.

B. Vehicle Signals

All signal heads, louvers, backplates, and framework shall come in black color.

Each mast arm mounted signal head shall be all 12" diameter sections.

for protection of line and load. The pedestrian signal shall have a high power factor > 0.9. The pedestrian signal shall have < 20% harmonic distortion.

The design of the modules shall require a specific mounting orientation. Each module shall provide an average luminous intensity of at least 3,750 candela/m² for Upraised hand and 5,300 candela/m² for the Walking person symbol throughout the useful life over the operating temperature range.

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

The color output of the module shall conform to the requirements of the ITE: "Pedestrian Traffic Control Signal Indications" and the MUTCD.

The Hand Man symbols shall conform to all applicable ITE and CalTrans requirements. Raised Hand shall be Portland orange. Walking figure shall be lunar white. The module shall not require special tools for installation. The module shall fit securely into existing pedestrian signal section housings built to the PTCSH specifications without modification to the housing.

The pedestrian signal face shall be no less than 16" high. Aluminum housing.

The modules shall be a self-contained device, not requiring on-site assembly for installation into an existing Type "A" housing. The pedestrian signal shall be capable of displaying the LED "Raised Hand" legend. The numeral portion shall consist of two (2) seven segment digits, constructed of a minimum of 2 rows of LED's, simultaneously. The pedestrian signal shall use overlays to diffuse the LED's and provide uniform light dispersion while keeping the symbols clear and distinct. The signal shall be configurable, such that the countdown timer can start at the beginning or the end of the "Walk" portion of the pedestrian phase. Initially, the Contractor shall set the signal such that the Countdown timer starts at the beginning of the flashing "Don't Walk/Raised Hand" portion of the phase and ends at the beginning of the solid "Don't Walk/Raised Hand" portion of the phase.

Modules shall have filled hand/man.

E. Mounting Hardware

All slipfitters and terminal compartments shall be cast bronze. Clam shell mounting assemblies shall not be used.

F. Pedestrian Pushbuttons

The pedestrian pushbuttons shall conform to Section 86-5.02, "Pedestrian Pushbuttons", of the State Specifications and these Specifications. Pedestrian

maximum and minimum volume settings for locator, walk, and clearance. Audible locator tone shall be at 880 Hz, 100 msec duration, 1 sec interval. Audible "Chirp" shall be between 1700 Hz to 2700 Hz, 200 msec duration, 1 sec interval. Audible "Cuckoo" shall be 1000 Hz and 1250Hz, 600 msec duration, 1.8 sec interval. Each pushbutton activation shall cause an audible click. An extended activation on any pushbutton shall mute the entire intersection except selected crosswalk. All audible tones and sounds shall be synchronized to minimize confusion and audio clutter.

- c. Vibrotactile shall be integrated into the pushbutton and shall be energized during the WALK interval.
- d. The PIU shall be speech message capable. When activated, speech message volume shall be adjustable up to a maximum of 89 dB and up to 5 dB above the ambient noise measured at the PIU level. Speech messages shall include programmable pushbutton and crossing messages. Pushbutton message shall be, "Wait to cross (name of street) at (name of other street.)" Crossing message shall be, "(Name of street.) Walk signal is on to cross (name of street.)" For exclusive pedestrian phases, the crossing message shall be, "Walk signal is on for all crossings." Speech messages shall repeat at the rate of 1 hertz from the beginning of the appropriate phase to the end of the phase.
- e. The PIU shall operate in temperatures between -20 to +150 degrees F.

2) Control Unit:

A Control Unit (CU) provides the interface between the traffic signal controller and PIUs. It passes through pedestrian crossing requests from PIUs to the controller while relaying WALK and clearance timing from the controller to PIUs. The CU shall be a shelf-mounted or rack-mounted unit compatible with TS1, Type 170, and Type 2070 controllers housed in Type R or 33X -series cabinets. Each CU shall be able to control up to 12 PIUs. The CU shall interface with the controller and PIUs via optically isolated input/output up to 36 volts. The CU shall maintain system settings and diagnostic data retrievable by the System Programmer described below. The CU shall operate in temperatures between -20 to +150 degrees F.

3) System Programmer:

A System Programmer (SP) enables PIUs to be configured with visual, audio, and vibrotactile settings suitable for crossing operations. The SP shall be security-coded and shall communicate with the CU and PIUs via infrared or radio communications. The SP shall be capable of global or individual configuration setting and edit. The SP shall be hand-held, portable, and tamperproof. The SP shall be capable of self diagnostic and remote fault

2. The plans shall be accessible by Time of day, Traffic Responsive, or hardwire direct connect. Coordination shall be able to operate Semi and Fully Actuated.
3. Coordination transition shall be able to expand or shrink, expand only, or dwell the cycle.
4. Coordination shall be able to operate in the back ground while the controller is preempted, and immediately be in coordination upon termination of the preempt signal.

Time-of-day

1. Manual Selection of NIC or TOD program steps.
2. Keyboard selectable sync reference point and re-sync time.
3. A minimum 16 day programs
4. External time reset capable.
5. Timing accuracy shall be the accuracy of the 60 Hz line frequency, and with power removed, drift of less than 25 ppm.

Detectors

1. The controller shall be a minimum of 64 detector inputs.
2. Up to 16 system detectors.
3. Vehicle detectors must be assignable to phase and function.
4. The controller must provide up to 12 pedestrian inputs
5. Nine detector types: Stop Bar detector with and without timing, Calling detectors, Dilemma zone detectors.

Diagnostics

1. The controller must have built in operator initiated input and output diagnostics.
2. Continuous, automatic runtime diagnostics for testing PROM, EEPROM, and communications.

3.17 Traffic Signal Cabinet, TS2 Type 1, Type 'R'

The traffic signal controller cabinet shall be a TS2 Type 1 R44 cabinet. It shall be 77 inches high x 44.5 inches wide x 26 inches deep. For the bolt pattern, refer to Caltrans 2006 Standard Plan ES-3A. It shall have 16 phases of outputs, 64 channels of loop detection inputs, and conform to the following:

A. State of California Specifications

Unless otherwise noted, the enclosure specification shall meet or exceed the State of California, Department of Transportation, Standard Specifications, dated 2010, Section 86-3.04A and Standard Plans, section ES-3.

B. NEMA Specifications

Unless otherwise noted, the cabinet shall adhere to the latest NEMA TS 2 Type 1 specifications.

shall be a three (3) position Stop Time switch; Flash Stop Time On/Off/Manual Stop Time On. There shall be A GFI duplex outlet provided.

The controller cabinet shall have a light and fan panel mounted in the top of the cabinet. Each panel shall be equipped with two (2) electric fans with ball or roller bearings and a capacity of at least 100 cubic feet per minute each. Each fan shall be separately fused and thermostatically controlled to the requirements of Section 86 of the State Specifications. There shall be two (2) LED cabinet illumination panels, Relume Technologies #796-5000 or approved equal. One mounts in the fan housing towards the front of the cabinet and the other under the document drawer. The power supply for the panels shall be mounted in the top of the cabinet and shall be 24VDC, 4 Amp. The light shall be rated 100,000 hours per LM 70. Light engine shall be fully recyclable. There shall be a door switch to turn on power to the light panels when the door is open. When the door is closed, the switch shall remove all power to the light panels.

The field terminal blocks for the signal indications on the load bay, the detector terminal blocks on the field input panel, and the power terminal block on the power panel shall be barrier type with marker strips and shall be provided with 10-32 by 5/16-inch minimum nickel or cadmium plated brass binder head screw and square metal threaded inserts. Round knurled inserts will not be accepted.

All assemblies that are connected in this cabinet shall be connected via hard wire, no quick disconnect or plug and play is accepted.

No other equipment within the controller cabinet shall use a socket that will accept a flasher or a flash transfer relay.

If relays are required other than the flash transfer relay, they shall be octal relays.

With MMU device disconnected or controller power off, the intersections shall go into flashing operation and remain in flashing operation until controller power is turned on. (THE CITY WILL NOT ACCEPT THE CABINET IF THE INTERSECTION GOES DARK INSTEAD OF FLASH.)

All labels shall be silkscreen or phenolic screw on type. No adhesive or sticker labels will be accepted. Font shall be Times New Roman. Font size is determined by location.

2. Left Cabinet Wall

Bottom Field Input Panel: The bottom eight (8) terminal positions on the last terminal block shall be allocated for pedestrian push button and pedestrian common (return) wires. The rest of the terminal positions shall be allocated to detector cable input wires. There shall be sufficient terminal positions for eight

Each controller cabinet shall be provided with three (3) shelves to house the controller, rack mounted detectors and any other equipment supplied, mentioned in the specifications and/or shown on the plans. The top shelf shall contain the all detector amplifiers, and any preemption equipment. The middle shelf shall contain controller and power supply. The bottom shelf shall contain the MMU. The shelves shall be perforated to allow air flow.

An On Battery LED shall be mounted on the underside of the top shelf and shall be readily visible when the door is opened. The LED is part of the BBS relay circuitry located in the loadbay.

MMU, power supply, BIU, and controller cables, when not connected to controller or monitor, shall not be long enough for connectors to touch AC field wiring terminals (potential shorting problems).

A pull-out laptop computer shelf shall be incorporated below and attached to the bottom shelf. This pull-out shelf shall be 22" wide x 12.5 deep and provide an opening under the bottom shelf lip of 2.5" to be used as a document drawer.

Load Bay:

The load bay shall be designed to fold down from the top to gain access to the back side. No part of the load bay shall stick out past the load switches. The load resistors for load switches 9 – 12 yellows shall be mounted on the back of the load bay. Load bay shall be silk screened on front, showing all positions, e.g. Ø1, Ø2.

Load bay shall accommodate two (2) Bus Interface Units (BIU).

With respect to TS2 color output channel assignments, default channel, and therefore load switch and MMU wiring, assignments on the load bay shall be as follows:

- a. Channels 1 - 8 shall be assigned to Vehicle Phases 1 - 8 respectively.
- b. Channels 9 - 12 shall be assigned to Pedestrian Phases 2, 4, 6, and 8 respectively.
- c. Channels 13-16 shall be assigned to Overlap Phases A, B, C, and D respectively.

Field lugs shall be supplied on all colors for each vehicle and pedestrian phase and each pedestrian pushbutton and pushbutton return. The field lugs shall be ILSCO #SLUH-35 or approved equal.

A battery backup relay shall be mounted on the load bay.

All power connectors for controller, MMU, and power supply shall be "MIL-SPEC" with no exceptions.

overlaps). EDI Model 510 Load Switch or equal for use in NEMA TS2 Type 1 cabinet.

2. Solid State Flashers
 - a. Solid State Flashers shall be in accordance with NEMA TS2 Standards, Section 6.3.
 - b. Flasher shall have a heavy duty aluminum heat sink chassis to allow triac device to operate with the full load current.
 - c. 15Amp RMS Maximum Operating Load Current over full NEMA temperature range.
 - d. Operating voltage range of 60 to 135VAC.
 - e. A minimum of 56 flashes/minute.
 - f. EDI Model 810, Reno Model FI-200 or equal.

3. Malfunction Management Units (MMU)
 - a. MMU shall be designed for use in traffic controller cabinets in accordance with NEMA TS2 Standards, Section 4.
 - b. The MMU shall be a Type 16.
 - c. One (1) conflict monitor shall be supplied. EDI Model MMU-16LE, Econolite MMU-16, or Reno MMU-1600G.

4. Bus Interface Units (BIU)
 - a. The BIU shall be designed for use in traffic signal controller cabinets in accordance with NEMA TS2 Standards, Section 8.
 - b. All BIUs shall provide three separate front panel indicators for Power, Transmit, and Valid Data.
 - c. Six (6) BIU shall be supplied. Two BIU shall be placed in the Load Bay. Four BIU shall be placed in the Detector Racks. EDI Model 700 or Econolite BIU-64.

5. Cabinet Power Supply
 - a. The cabinet power supply shall meet all TS2 Section 5 requirements.
 - b. The power supply shall regulated DC power, unregulated AC power, and a line frequency reference for the Detector Rack, BIU, load switches and auxiliary equipment.
 - c. Power Supply shall have LED indicators showing output status and fuse integrity for three supply outputs.
 - d. One (1) Power Supply shall be supplied. Econolite PS200 TS2, EDI Model PS200 TS2, or Reno TS-2 Power Supply.

6. Flasher Transfer Relays
 - a. All Flasher Transfer Relays shall be solid state and conform to the

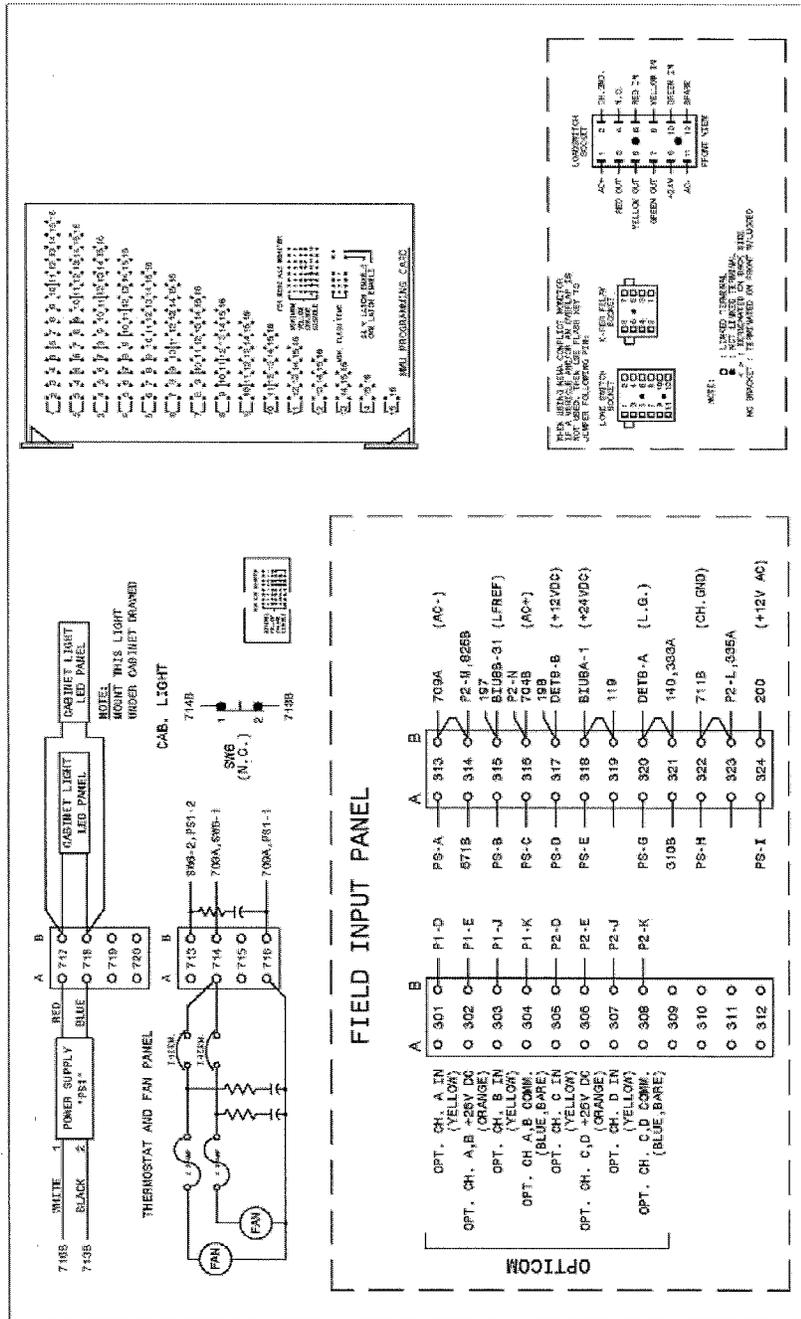
specifications, the Contractor shall be required to repair or modify the cabinet(s) in question at no additional cost to the City. The contractor shall be responsible for all shipping charges for any cabinet(s) that are returned for major repairs or modifications. The Contractor shall also be required to repair or replace any equipment that fails to function properly during testing and inspection. The City shall have 30 calendar days from the date of receipt to test and inspect the cabinet.

H. Guarantee

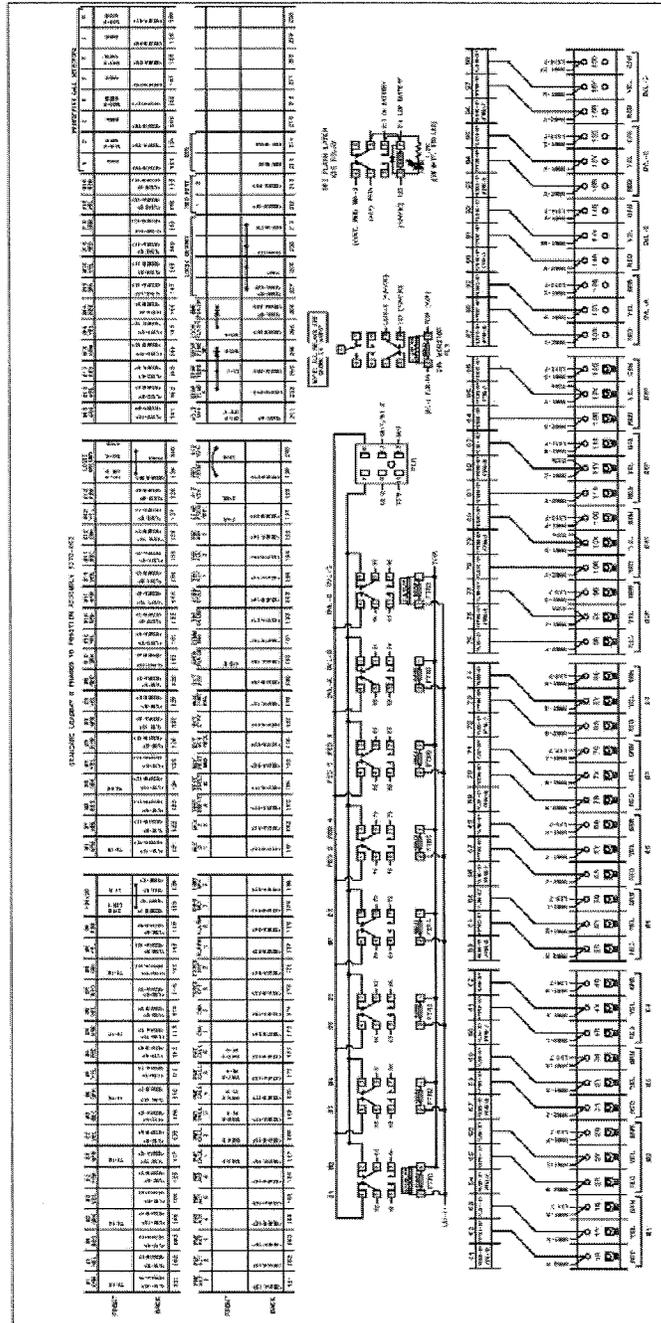
The Contractor guarantees the cabinet, materials and devices of whatsoever nature incorporated in, or attached to the cabinet, to be free of all defects of workmanship and materials for a period of one (1) year after final acceptance by the City of Sacramento. The Contractor shall repair or replace any or all equipment or material, together with all or any other equipment or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge of any nature whatsoever to the City.

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

Field Input Panel, Thermostat and Fan Panel, MMU Programming Card, Conflict Monitor



TS 2 – Type 1, Type ‘R’ Standard Loadbay – 8 Phases, 16 Position Assembly



TS 2 – Type 1, Type ‘R’
NEMA 16 MMU, SDLC Bus, Controller Power, Cabinet Power Supply

NEMA 16 MONITOR 'MMU1' (ASY1370-843)			NEMA 16 MONITOR 'MMU2' (ASY1370-844)		
CONN	FUNCTION	TERM.	CONN	FUNCTION	TERM.
A	AC+ I (JUMPERED TO AS+ II)	706S	A	AC+ I INPUT RELAY COMMON	706B
B	OUTPUT RELAY 1 CLOSED	706A	B	START DELAY RELAY OPEN	T
C	CHANNEL 1 GREEN (06P)	12G	C	CHANNEL 12 RED (06P)	12R
D	CHANNEL 2 GREEN (06P)	11G	D	CHANNEL 11 RED (06P)	11R
E	CHANNEL 3 GREEN (06P)	10G	E	CHANNEL 9 RED (06P)	9R
F	CHANNEL 4 GREEN (06P)	9G	F	CHANNEL 8 RED (06P)	8R
G	CHANNEL 5 GREEN (06P)	8G	G	CHANNEL 7 RED (06P)	7R
H	CHANNEL 6 GREEN (06P)	7G	H	CHANNEL 6 RED (06P)	6R
I	CHANNEL 7 GREEN (06P)	6G	I	CHANNEL 5 RED (06P)	5R
J	CHANNEL 8 GREEN (06P)	5G	J	CHANNEL 4 RED (06P)	4R
K	CHANNEL 9 GREEN (06P)	4G	K	CHANNEL 3 RED (06P)	3R
L	CHANNEL 10 GREEN (06P)	3G	L	CHANNEL 2 RED (06P)	2R
M	CHANNEL 11 GREEN (06P)	2G	M	CHANNEL 1 RED (06P)	1R
N	CHANNEL 12 GREEN (06P)	1G	N	SPARE 2	120
O	CHANNEL 13 GREEN (06P)	707A	O	SPARE MONITOR II	T
P	CHANNEL 14 GREEN (06P)	707B	P	CHANNEL 13 RED (OVLA)	13R
Q	CHANNEL 15 GREEN (06P)	707C	Q	START DELAY RELAY CLOSED	10R
R	CHANNEL 16 GREEN (06P)	707D	R	CHANNEL 10 RED (06P)	10R
S	+24V MONITOR I	707E	S	CHANNEL 9 RED (06P)	9R
T	LOGIC GROUND	209	T	CHANNEL 8 RED (06P)	8R
U	CHASSIS GROUND/SHELL	712A	U	CHANNEL 7 RED (06P)	7R
V	OUTPUT RELAY 1 COMMON	710A	V	CHANNEL 6 RED (06P)	6R
W	OUTPUT RELAY 2 COMMON	707A	W	CHANNEL 5 RED (06P)	5R
X	CHANNEL 12 YELLOW (OVLD)	12Y	X	CHANNEL 4 RED (06P)	4R
Y	CHANNEL 11 YELLOW (OVLD)	11Y	Y	CHANNEL 3 RED (06P)	3R
Z	CHANNEL 10 WALK	10Y	Z	CHANNEL 2 RED (06P)	2R
a	CHANNEL 9 YELLOW (OVLD)	9Y	a	CHANNEL 1 RED (06P)	1R
b	CHANNEL 8 YELLOW (OVLD)	8Y	b	RED ENABLE	707A
c	CHANNEL 7 YELLOW (OVLD)	7Y	c	LOCAL FLASH STATUS	T
d	CHANNEL 6 YELLOW (OVLD)	6Y			
e	CHANNEL 5 YELLOW (OVLD)	5Y			
f	CHANNEL 4 YELLOW (OVLD)	4Y			
g	CHANNEL 3 YELLOW (OVLD)	3Y			
h	CHANNEL 2 YELLOW (OVLD)	2Y			
i	CHANNEL 1 YELLOW (OVLD)	1Y			
j	CONTROLLER VOLT. MON.	201			
k	+24V MONITOR I/HEBIT	T			
l	OUTPUT RELAY 1 CLOSED	703B			
m	OUTPUT RELAY 2 OPEN	T			
n	CHANNEL 12 WALK	T			
o	CHANNEL 11 WALK	T			
p	CHANNEL 10 WALK	10Y			
q	CHANNEL 9 YELLOW (OVLD)	9Y			
r	CHANNEL 8 YELLOW (OVLD)	8Y			
s	CHANNEL 7 YELLOW (OVLD)	7Y			
t	CHANNEL 6 YELLOW (OVLD)	6Y			
u	CHANNEL 5 YELLOW (OVLD)	5Y			
v	CHANNEL 4 YELLOW (OVLD)	4Y			
w	CHANNEL 3 YELLOW (OVLD)	3Y			
x	CHANNEL 2 YELLOW (OVLD)	2Y			
y	CHANNEL 1 YELLOW (OVLD)	1Y			
z	SPARE 1	19G			
aa	RESET	T			
bb	CABINET INTERLOCK A	T			
cc	CABINET INTERLOCK B	T			
dd	CABINET INTERLOCK C	14Y			
ee	CHANNEL 16 GREEN (OVLD)	16G			
ff	SPARE 2	T			
hh	TYPE SELECT	207			
shell	CHASSIS GROUND				

CONTROLLER POWER 'CPI' T52 TYPE 1 (ASY 1021-82)			CONTROLLER POWER 'CP2' T52 TYPE 1 (ASY 1021-82B)		
PTN	FUNCTION	TERM.	PTN	FUNCTION	TERM.
A	AC-	709B	C	FAULT MONITOR	201
B	N/U	N/U	U	AC-	709B
C	AC LINE	709A	V	CHASSIS GROUND	711A
D	N/U	N/U	W	LOGIC GROUND	199
E	N/U	N/U	X	AC LINE	709A
F	FAULT MONITOR	201	Y	N/U	N/U
G	LOGIC GROUND	199	Z	CONNECTOR SHELL	CP2-Y
H	CHASSIS GROUND	712A			
I	N/U	N/U			
J	N/U	N/U			
K	CONNECTOR SHELL	CP1-H			

*24V CAB. POWER SUPPLY 'PS' T52 (ASY 1021-82A)		
PTN	FUNCTION	TERM.
A	AC-	319A
B	LINE REG. REF.	314A
C	AC LINE	315A
D	+24VDC	316A
E	SPARE	317A
F	N/U	N/U
G	LOGIC GROUND	319A
H	CHASSIS GROUND	319A
I	SPARE	N/U
J	+12VAC	320A
K	CONNECTOR SHELL	PS-H

*SDLC BUS ¹ MAJ & BTU (15PIN MALE)		
PTN	SIGNAL	FUNCTION
1	TX DATA +	TX DATA +
2	LOGIC GROUND	LOGIC GROUND
3	TX CLOCK +	TX CLOCK +
4	LOGIC GROUND	LOGIC GROUND
5	TX DATA -	TX DATA -
6	LOGIC GROUND	LOGIC GROUND
7	RX CLOCK +	RX CLOCK +
8	LOGIC GROUND	LOGIC GROUND
9	TX DATA -	TX DATA -
10	LOGIC GROUND	LOGIC GROUND
11	TX DATA +	TX DATA +
12	LOGIC GROUND	LOGIC GROUND
13	RX DATA -	RX DATA -
14	RESERVED	RESERVED
15	RX CLOCK -	RX CLOCK -

*SDLC BUS ² CONTROLLER (15PIN MALE)		
PTN	SIGNAL	FUNCTION
1	TX DATA +	TX DATA +
2	LOGIC GROUND	LOGIC GROUND
3	TX CLOCK +	TX CLOCK +
4	LOGIC GROUND	LOGIC GROUND
5	TX DATA -	TX DATA -
6	LOGIC GROUND	LOGIC GROUND
7	RX CLOCK +	RX CLOCK +
8	LOGIC GROUND	LOGIC GROUND
9	TX DATA -	TX DATA -
10	LOGIC GROUND	LOGIC GROUND
11	TX DATA +	TX DATA +
12	LOGIC GROUND	LOGIC GROUND
13	RX DATA -	RX DATA -
14	RESERVED	RESERVED
15	RX CLOCK -	RX CLOCK -

3.18 Video Detection

In general, the video detection system shall provide real time detection of vehicles, bicycles and motorcycles entering the camera's field of view with an accuracy of 95% or

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.

Cameras and/or associated hardware or firmware must provide image stabilization. Cameras must be color and provide a minimum of 470 lines of resolution. Cameras must have variable focal length (zoom control) that can be configured from the traffic controller cabinet. Video detection camera and associated hardware shall be able to operate from- 34° to + 74° Celsius. All interfaces between the camera and the video detection system shall be opto-isolated.

Video Detection Data Collection

The video detection system shall be able to provide the following:

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

Video Detection System Hardware

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

For one approach, with video processor with NEMA TS2 connections to the controller, the following equipment outlined below 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 8281 or approved equal.
	FT	Camera Power Belden 601203 multi-conductor meeting IMSA Spec 19-1
Per Intersection	1	AIP4 interface panel
	1	SDLC cable (model ACBLP0E05 P/N 33550G5)for TS2 connection to the controller

that all channels are programmed and detection calls are being inputted into the controller.

Video detection system installed in traffic signal cabinets without network switches installed shall use NEMA TS1 and logic level connections to controller. Contractor shall wire in MVP Wiring Harness (model 33457G57 or approved equal) into traffic signal controller cabinet. Contractor shall work with the Econolite Representative and the City of Sacramento Traffic Signal Maintenance Shop to insure that all channels are programmed and detection calls are being inputted into the controller.

All penetration through signal poles or mastarms shall use Hayco Liquid Tight Cordgrips or approved equal. Penetration shall be at the bottom of the mast arm.

Surge Suppressor Power Strip

Surge Suppressors shall meet the following requirements:

- 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.

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

Network Switch

Network Switch shall meet the following requirements:

- Industrial grade
- DIN rail mountable
- Ethernet connectivity
- Operate under 14 degrees Fahrenheit to 140 degrees Fahrenheit, and under vibration and shock
- Uses copper and fiber uplink options
- Twelve (12) 10/100 ports

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. Connection shall be heat shrunk after signal is turned-on. Tubing shall extend two inches past the end of connectors. Contractor shall use manufacturer approved installation tools.

All BNC connectors shall be Thomas & Betts Snap-N-Seal one-piece compression connectors for coax cable or approved equal. Contractor shall use manufacturer approved installation tools.

Software and Programming

An Econolite Representative shall be onsite for the installation and configuration of the Video Detection System at no additional cost to the City. The system shall be programmed to provide stopbar detection. All channels shall be configured per the City's detector programming sheet and the Contractor and Econolite Representative shall work with City of Sacramento Traffic Signal Maintenance Shop to insure the detection calls are being inputted into the controller.

General Aiming and Programming Notes for Video Detection

1. No horizon shall be allowed in video.
2. Camera shall be aimed such that the farthest edge of the detector is at the top of the image. Four to Five cars shall be visible between the stopbar and the top of the video image.
3. The Camera shall be rotated so the stopbar is horizontal in the video image.
4. Detection Zone shall be approximately 65' long or 2 cars.
5. Maximum detectable width is 6 lanes and bike lane.
6. Detector labels shall include assigned phase number and assigned channel number.
7. The phase status shall be displayed.

Technical Support & Warranty

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

D. Place Signs on Mastarms

New signs on mast arms shall be installed at the locations shown on the Plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the State Standard Specifications and these Special Provisions. Contractor shall place a two individual raps of 3/4 inch stainless steel banded strap and appropriate hardware both top and bottom of each sign. See City Standard Specifications sheet T-301.

Sign panels shall be not less than 0.080 inches thick aluminum panels. All panels must be 5052 H38 material. Sign facings shall be manufactured at with type IV or better grade reflective sheeting. Signs shall meet the standards set forth in the MUTCD (Federal standards) California Department of Transportation Traffic Manual. A 3-inch by 1 1/2-inch "City of Sacramento" logo box with 1/2-inch white, red or black letters shall be centered and printed on the lower border of each sign blank prior to application of the reflective sheeting. As an alternative, the "City of Sacramento" logo with 1/2" letters may be placed in the border area.

Each sign shall have the date of manufacture and a location number stenciled on the back side. Location information shall consist of each sign having an individual number which will be recorded on a clean set of Plans during the sign installation. This procedure will be in accordance with the "Record Drawings" section of these Special Provisions.

The Contractor shall use the sign sizes as shown in the MUTCD (Federal Standards) State of California, Department of Transportation Traffic Manual, unless specified otherwise on the drawings. Contractor shall provide new hardware to hang sign on traffic signal. Install new two individual raps of 3/4 inch stainless steel banded strap and appropriate hardware both top and bottom of each sign.

E. Remove Traffic Markings and Striping

Contractor shall remove existing markings and striping within the project limit as shown on the Plans or as required to place new striping and to complete the striping in place. Thermoplastic and painted preformed traffic markings shall be removed to the fullest extent possible from the pavement by grinding. Material left on the pavement as a result of removing traffic markings shall be removed as the work progresses. Accumulations of material, which might interfere with drainage or constitute a hazard to traffic, Shall not be permitted.

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

Until permanent striping is placed, temporary markers will be in place and included in this item.