Meeting Date: **7/23/2013**

Report Type: Review

Report ID: 2013-00570

City of SACRAMENTO

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: (Agreement/Contract Review and Information) Contract Award: State Route 99/Elkhorn Boulevard Improvements Project (T15116400)

Location: Elkhorn Boulevard from the State Route 99 northbound off-ramp to approximately 1,100 feet east of East Commerce Way, District 1

Issue: Resolution No. 2013-0367 (Council Rules of Procedure) requires additional posting time for labor agreements and agreements greater than $1,000,000. This project will construct a traffic signal at the SR-99 northbound off-ramp to Elkhorn Boulevard to reduce vehicle queues.

Recommendation: Review report 1) approving the Plans and Specifications for the State Route 99/Elkhorn Boulevard Improvements Project (T15116400); 2) appropriating $1.5 million in State funds (Fund 3704) allocated by the California Transportation Commission to the project; 3) transferring $152,700 (Fund 3702) from the Private Development Fund contingency (Fund 2018) for the JMA Village 4 Project's fair share contribution to the project; 4) reviewing the contract to Teichert Construction in an amount not to exceed $1,193,823; 5) authorizing amendments to the project budget in the event that the State funds received differ from the $1.5 million allocated; and 6) continue to July 30, 2013 for adoption.

Contact: Marc Lee, Associate Engineer, (916) 808-7481; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Construction Inspect & Survey

Dept ID: 15001141

Attachments:

1-Description/Analysis

2-Background

4-Exhibit A (Project Location Map)

5-SR99 Elkhorn Contract

City Attorney Review

Approved as to Form
Gerald Hicks
7/10/2013 11:14:36 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Janelle Gray
7/3/2013 5:22:53 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 7/8/2013 11:51:40 AM

James Sanchez, City Attorney Shirley Concolino, City Clerk Russell Fehr, City Treasurer
John F. Shirey, City Manager

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Description/Analysis

Issue: The State Route 99/Elkhorn Boulevard Improvements Project (T15116400) will construct a new traffic signal at the State Route 99 (SR 99) northbound off ramp to Elkhorn Boulevard and widen Elkhorn Boulevard from SR 99 to East Commerce Way. The project will relieve traffic congestion and improve safety.

Policy Considerations: This project is consistent with the City's General Plan goals of improving the transportation system and enhancing safety.

Economic Impacts: This new infrastructure is expected to create 4.78 total jobs (2.75 direct jobs and 2.03 jobs through indirect and induced activities) and create $737,108 in total economic output ($464,605 of direct output and another $272,503 of output through indirect and induced activities).

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

Environmental Considerations:

California Environmental Quality Act (CEQA): The Environmental Services section of the Community Development Department determined that the project is exempt under Categorical Exemption – State Class 1 and Section 15301.

Sustainability Considerations: This project is consistent with Sustainability Master Plan Air Quality goals to promote cleaner air practices through the reduction of traffic congestion.

Other: None.

Commission/Committee Action: None.

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

Financial Considerations: The estimated total cost of the project is $2,400,000. To date, $473,500 has been expended, and staff anticipates an additional $1,926,500 will be needed to complete the project. As of June 20,

2013, the unobligated balance is $319,048. Appropriating $1,500,000 in State funds (Fund 3704) allocated by the California Transportation Commission and transferring $152,700 (Fund 3702) from the Private Development Fund contingency (Fund 2018) for the JMA Village 4 Project's fair share contribution for the project will increase the unobligated balance to $1,971,748, which is sufficient to award the contract to Teichert Construction in the amount of $1,193,823 and cover remaining construction engineering costs.

The executed Cooperative Agreement with Caltrans calls for the City to pay back the State in the unlikely event the State funds are needed for prior Proposition 1B SR 99 projects. The Major Streets Improvement Program FY2014 Project (T15148000) has an unobligated balance of $4,960,145 as of July 1, 2013. Of this total, $1,500,000 will be reserved in this account to address this obligation until it is no longer needed. Staff will return to City Council to authorize any repayment to the State from this account if requested by the State.

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

Emerging and Small Business Enterprise (E/SBE): The City has established a minimum 20% participation level for Emerging and Small Business Enterprises (E/SBE) on this contract. Teichert Construction has attained 36.0% ESBE participation.

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Background Information:

The existing northbound I-5 off-ramp to Elkhorn Boulevard is stop sign controlled. The required stop for the off-ramp right turning traffic causes excessive delay and queuing on the ramp, which causes operational problems on both SR-99 and Elkhorn Boulevard.

This project will construct a traffic signal at the SR-99 northbound off-ramp to Elkhorn Boulevard to reduce vehicle queues, which back up on SR-99, and will widen Elkhorn Boulevard to provide additional eastbound capacity between the northbound off-ramp and East Commerce Way.

The design and environmental phase of the State Route 99/Elkhorn Boulevard Improvements Project (T15116400) is funded with $900,000 in North Natomas Fee Program Funds (Fund 3201).

Pursuant to the City's Cooperative Agreement with Caltrans, (City Agreement No. 95-217), the City is responsible for the construction of the proposed improvements at the subject interchange.

The construction of the improvements is to be funded by Caltrans through $1.5 million in bid savings from the State Route 99 Proposition 1B Bond fund. The Baseline Agreement with the California Transportation Commission (CTC) and Caltrans documents the project cost, schedule, and scope of work for the use of $1.5 million in Proposition 1B bond funds programmed by the CTC for construction of the project. The Cooperative Agreement with Caltrans sets forth the State's and the City's obligations for the construction and maintenance of the project. The Cooperative Agreement and Baseline Agreement were approved on May 8, 2012, and April 9, 2013, respectively.

The Cooperative Agreement with Caltrans calls for the City to pay back the State in the unlikely event the State funds are needed for prior Proposition 1B SR-99 projects. $1,500,000 will be reserved in the Major Streets Improvement Program FY2014 (T15148000) to address this obligation until it is no longer needed. Staff will return to City Council to authorize any repayment to the State from this account if requested by the State.

The approval and execution of the State Route 99/Elkhorn Boulevard Improvements Project construction contract is necessary to secure State funds for the State Route 99/Elkhorn Boulevard Improvements Project.

The project was advertised and a total of six bids were received on May 29, 2013. The bids are summarized below:

Contractor	Bid Amount	E/SBE Participation (20%)
Teichert Construction	$ 1,193,822.61	36.0%
Western Engineering	$ 1,419,446.00	31.9%
Martin Brothers	$ 1,440,717.00	42.0%
Martin General Engineering	$ 1,650,441.40	74.8%
B&M Builders	$ 1,667,525.00	43.6%
JA Gonsalves	$ 1,907,037.00	98.3%

The engineer's estimated construction cost was $ 1,610,000. Contract award to Teichert Construction is recommended as the lowest responsive and responsible bidder. Construction is anticipated to be completed by the end of October 2013.

The Baseline Agreement with Caltrans allocates $1.5 million in Proposition 1B funds for construction. Based on the low bid, Caltrans has requested that all bid savings be returned to Caltrans. Based on the Agreement, staff does not agree that Caltrans is entitled to all the bid savings and is having discussions to resolve the matter.

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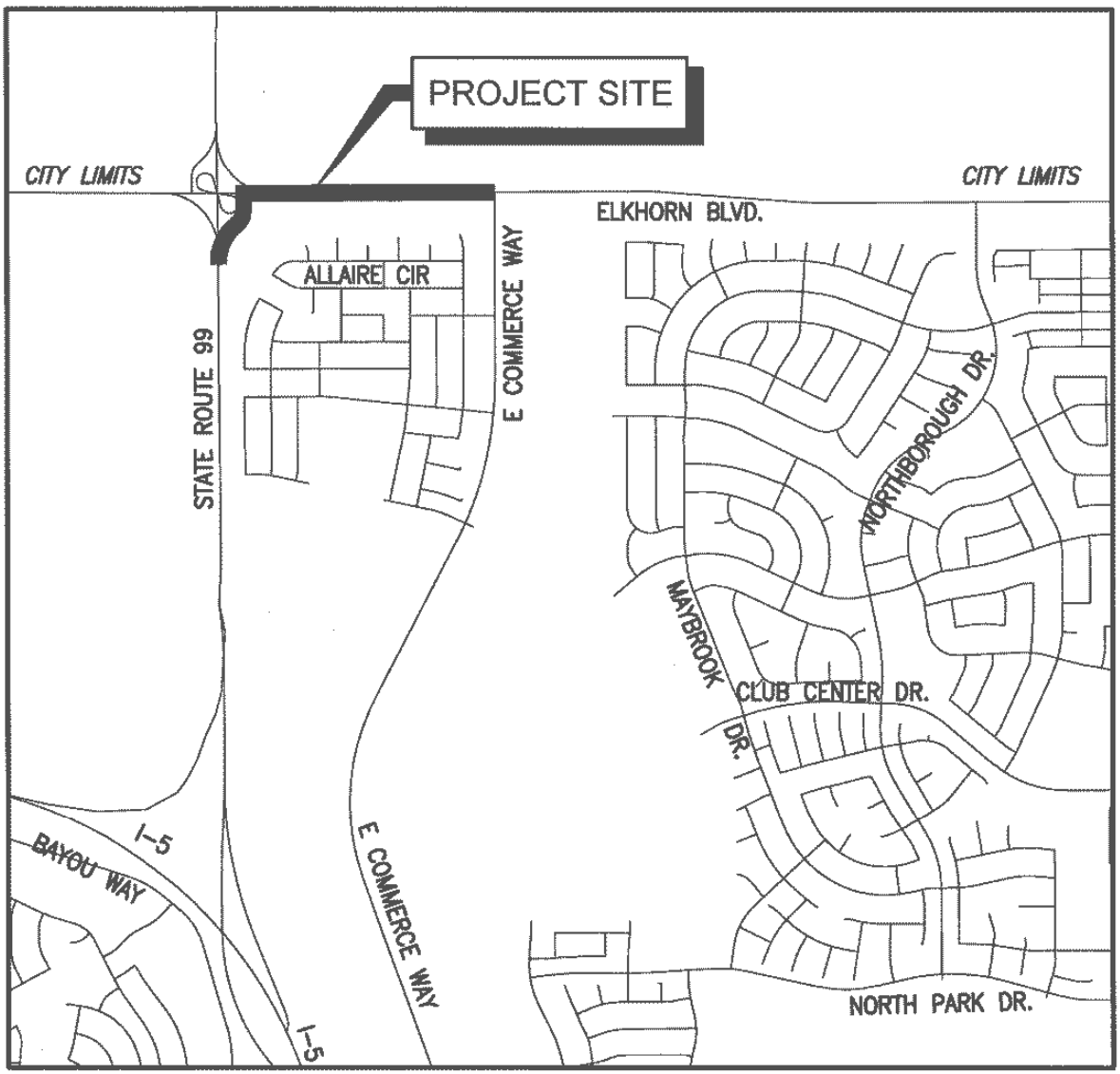
EXHIBIT A

Location map for:

State Route 99 / Elkhorn Boulevard Improvements Project

(PN: T15116400)



Public Works
CITY OF SACRAMENTO

0 1500 3000 4500 6000

Date: March 2013

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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

State Route 99 / Elkhorn Blvd. Improvements Project
(between State Route 99 and East Commerce Way)
(PN: T15116400)

Separate Plans

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

Bids to be received before
2:00 P.M. May 29, 2013 at:
City Clerk's Passport Acceptance Area
New City Hall
915 I Street, 1st floor, Room 1119
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: **$1,610,000.00**

Construction Time: **60 Working Days**

DEPARTMENT OF CONSUMER AFFAIRS
Contractors State License Board

Contractor's License Detail - License # 8

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	8	**Extract Date** 6/9/2013
	A TEICHERT & SON INC dba TEICHERT CONSTRUCTION	
Business Information	Business Phone Number: (916) 484-3011	
	PO BOX 15002 SACRAMENTO, CA 95851	
Entity	Corporation	
Issue Date	09/24/1929	
Reissue Date	04/03/1989	
Expire Date	04/30/2015	
License Status	ACTIVE This license is current and active. All information below should be reviewed.	

Classifications

CLASS	DESCRIPTION
A	GENERAL ENGINEERING CONTRACTOR
B	GENERAL BUILDING CONTRACTOR
C16	FIRE PROTECTION CONTRACTOR
C27	LANDSCAPING

Certifications

CERT	DESCRIPTION
HAZ	HAZARDOUS SUBSTANCES REMOVAL
ASB	ASBESTOS - Check DOSH Registration

Bonding

CONTRACTOR'S BOND

This license filed a Contractor's Bond with SAFECO INSURANCE COMPANY OF AMERICA.

Bond Number: 6250091

Bond Amount: $12,500

Effective Date: 01/01/2007
Contractor's Bond History

BOND OF QUALIFYING INDIVIDUAL

1. This license filed Bond of Qualifying Individual number **6250090** for RIGGS JUDSON TEICHERT in the amount of **$12,500** with SAFECO INSURANCE COMPANY OF AMERICA.

   Effective Date: 01/01/2007
   BQI's Bond History

2. This license filed Bond of Qualifying Individual number **070012257** for JOLLY KEITH ALLAN in the amount of **$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.

   Effective Date: 11/06/2012

WORKERS' COMPENSATION

Workers' Compensation

This license has workers compensation insurance with
DEPARTMENT OF INDUSTRIAL RELATIONS

Policy Number: 1867B

Effective Date: 04/03/1989

Expire Date: None

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: 5/17/13

Name of contractor	Period of debarment
Ayodejia A. Ogundare, Individual **Dba Pacific Engineering Company** 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322 Decision	**5/15/2013 through 5/15/2014**
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)	**3/1/11 through 2/28/14**

Decision Addendum **Sutter Foam & Coating, Inc.** 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) **David Alvin Trexler, an individual** 909 A. George Washington Yuba City, CA 95993 **Kenneth A. Trexler, an individual** 2603 Lago Lane Marysville, CA 95901 Decision	**7/1/10 through 6/30/13** **7/1/10 through 6/30/13** **7/1/10 through 6/30/13**
Soo Dong Kim, an individual, **dba Soo Kim Electric Company** 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) **Hyo Nam Jung, an individual,** **dba Lucid Electric** 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision	**4/19/10 through 4/18/13** **4/19/10 through 4/18/13**
Southwest Grading, **dba Southwest Grading Services, Inc.,** 22031 Waite Street Wildomar, CA 92595 **David Walter Cholewinski, an individual** 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 Decision	**3/18/10 through 3/17/13**
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 **Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino** **Electric, an individual** 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) Decision	**10/15/09 through 10/14/12**
Cedar Development Corporation **Serghon Gabriel Afram, individually** 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision	**8/5/09 through 8/4/12**
All Floors Commercial and Residential Flooring, Inc. **Salvador Elias Perea, individually** 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision	**5/14/09 through 5/13/12**
1-AMD Construction, Inc. **Alberto Mordoki, individually** **Mirella Mordoki, individually** 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision	**3/16/09 through 3/15/12**

File a Claim
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- Workplace postings
- Legislative reports

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

M&M Electric - #1731815

SUPPLIER PROFILE			
Legal Business Name	M&M Electric		
Doing Business As	M&M Electric		
Address	1600 Auburn Blvd SACRAMENTO, CA 95815	Phone FAX	(916) 929-0150 (916) 929-1168
Email	alynn@sacmmelectric.com		
Business Types	Construction		
Service Areas	Butte, Colusa, Merced, Sacramento, Solano, Yuba,		
Keywords	Electrical Contractor Traffic Signals Street Lighting Hwy Lighting Ramp Metering		
Construction License Types	A - General Engineering C-10 - Electrical (general) C-12 - Excavation work and paving		
Classifications	261215 - Electrical wire 261216 - Electrical cable and accessories 391219 - Electrical safety devices and accessories 721540 - Specialty building and trades services		

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Jul 31, 2012	Aug 31, 2013

Certification History

TYPE	STATUS	FROM	TO

Department of
General Services
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CLEARWATER LANDSCAPE SERVICES - #44424

SUPPLIER PROFILE			
Legal Business Name	CLEARWATER CONSTRUCTION SERVICES, INC.		
Doing Business As	CLEARWATER LANDSCAPE SERVICES		
Address	3908 PLACITAS DR CAMERON PARK, CA 95682	Phone FAX	(530) 676-3081 (530) 676-3081
Email	scott@clearwatercsc.com		
Business Types	Construction		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba,		
Keywords	LANDSCAPE,IRRIGATION & EROSION CONTRACTOR		
Construction License Types	C-27 - Landscaping		
Classifications	721211 - Commercial and office building construction services		

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Nov 29, 2011	Nov 30, 2013

Certification History

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	Jan 28, 2010	Jan 31, 2012
SB	Expired	Jan 8, 2009	Jan 31, 2010
SB	Expired	Jan 31, 2008	Jan 31, 2009
SB	Expired	Mar 23, 2007	Feb 29, 2008

Department of
General Services
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FARWEST SAFETY INC - #6544

SUPPLIER PROFILE			
Legal Business Name	FARWEST SAFETY, INC.		
Doing Business As	FARWEST SAFETY INC		
Address	226 N MAIN ST LODI, CA 95240	Phone FAX	(209) 339-8085 (209) 339-9879
Email	dede@farwestsafety.com		
Web Page	http://www.farwestsafety.com		
Business Types	Construction Service		
Service Areas	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba,		
Keywords	GENERAL ENGINEERING TRAFFIC CONTROL SIGN INSTALLATION & REMOVAL K-RAIL CRASH CUSHIONS DELINEATORS OBJECT MARKERS		
Construction License Types	A - General Engineering C-31 - Construction Zone Traffic Control Contractor		
Classifications	461615 - Traffic control 551217 - Signage 551219 - Signage equipment 721410 - Highway and road construction services		

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	Sep 27, 2012	Sep 30, 2013

Certification History

TYPE	STATUS	FROM	TO
SB (Micro)	Expired	Sep 3, 2010	Sep 30, 2012
SB	Expired	Oct 6, 2009	Oct 31, 2010
SB	Expired	Oct 21, 2008	Oct 31, 2009
SB	Expired	Nov 30, 2005	Nov 30, 2008
SB	Expired	May 31, 2002	Nov 30, 2005
SB	Expired	Jun 8, 1999	May 31, 2002
SB	Expired	Nov 13, 1996	May 31, 1999

Department of
General Services
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ARCHER TRUCKING, INC. - #48861

SUPPLIER PROFILE

Legal Business Name	ARCHER TRUCKING, INC.		
Doing Business As	ARCHER TRUCKING, INC.		
Address	3480 N. STATE STREET UKIAH, CA 95482	Phone FAX	(707) 485-4500 (707) 244-4950
Email	shellie@archertrucking.net		
Web Page	http://archertrucking.net		
Business Types	Service		
Service Areas	Butte, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Mendocino, Merced, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo, Yuba,		
Keywords	TRUCK DOUBLES SEMI-BOTTOM SEMI-END TRANSFER END DUMP BOTTOM DUMP SUPER DUMP SUPER TAG GRAVEL ASHPALT STREET DOUBLES DELIVERY RIP RAP OWNER OPERATOR TRUCKING BROKER TONS TONNAGE FLAT BED TRAILER HAULING ROCK DIRT SAND CINDERS ROADWORK PAVING DEICING SUBHAU		
Classifications	251016 - Product and material transport vehicles		

Active Certifications

TYPE	STATUS	FROM	TO
SB	Approved	May 23, 2013	May 31, 2014

Certification History

TYPE	STATUS	FROM	TO
SB	Expired	Jun 12, 2012	Jun 30, 2013
SB	Expired	Jun 13, 2011	Jun 30, 2012
SB	Expired	Jun 23, 2010	Jun 30, 2011
SB	Expired	Jun 22, 2009	Jun 29, 2010
SB	Expired	Jul 21, 2008	Jun 22, 2009
SB	Expired	Aug 27, 2007	Aug 31, 2008

DEPARTMENT OF
PUBLIC WORKS

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

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

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

State Route 99 / Elkhorn Blvd. Improvements
PN: T15116400
Addendum No. 1

Addendum Acknowledged by:
A. Teichert & Son Inc. dba
Teichert Construction

Eric Stannard
Estimating Manager

May 8, 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 email 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, Nader Kamal at (916) 808-7035 or NKamal@cityofsacramento.org.

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Brenda Kee
Program Analyst

Enclosure

State Route 99 / Elkhorn Blvd. Improvements
PN: T15116400
Addendum No. 1

Item #1 – Bid Proposal Checklist (Revised 5/8/13). The City of Sacramento Arizona policy was revoked on April 30, 2013 and no longer applies to this bid. It is not required to be signed or turned in with your bid package. A revised Bid Proposal Checklist has been uploaded for your use.

City of Sacramento
Formal Bid / Proposal Delivery Options

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

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

Option	Service Provider and/or Service Types	Address
1.	**United States Postal Service (USPS)** - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk's Office P.O. Box 122391 Sacramento, CA 95812-2391
2.	**Expedited Services** - FedEx - UPS - DHL	Sacramento City Clerk's Office 915 I Street, New City Hall Passport Acceptance Area 1st Floor Room 1119 Sacramento, CA 95814-2604
3.	**Personal Delivery** - Hand Delivery - Courier	Sacramento City Clerk's Office 915 I Street, New City Hall Passport Acceptance Area 1st Floor Room 1119 Sacramento, CA 95814

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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 Passport Acceptance Area, New City Hall, First Floor, Room 1119, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM on May 29, 2013** and will be opened as soon thereafter as business allows, in the Closed Session Room #CH1104, New City Hall for:

State Route 99 / Elkhorn Blvd. Improvements Project
(between State Route 99 and East Commerce Way)
(PN: T15116400)

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:

State Route 99 / Elkhorn Blvd. Improvements Project
(between State Route 99 and East Commerce Way)
(PN: T15116400)

Copies of the Contract Documents are available at

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

There are no costs to view or download the plans and specifications.

Prevailing Wage Compliance Monitoring

This project is funded with state bond proceeds and California Labor Code Section 1771.3 requires that the State Department of Industrial Relations (DIR) shall monitor compliance with the prevailing wage requirements, rather than the City, for this project unless the contractor agrees that it has or will enter into to a collective bargaining agreement which includes a mechanism for resolving disputes regarding payment of wages, and all of the contractors performing work on the project shall be bound by such agreement. If the selected bidder awarded the contract is a party to such a collective bargaining agreement and if the bidder will require all of its subcontractors performing work on the project to also be a party to such an agreement, then the bidder shall be required to provide City with such certification at the time the contract is executed. City will rely on such certification to exempt this project from DIR monitoring and the City will undertake the prevailing wage compliance verification. Bidders are informed that if DIR monitors compliance with the prevailing wage requirements for this project, DIR's Compliance Monitoring Unit must verify the contractor's certified payroll records are in compliance with such requirements before City can release progress payments.

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 responsibility by actually performing, managing, or supervising the work without subcontracting or

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 Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to

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

Revised 5/8/13 - removing
Arizona policy

BID PROPOSAL CHECKLIST

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

Included: Please (√)	Pages
☒ Bid Proposal Form	1 – 3
☒ Bid Proposal Guarantee	1 only
☒ Drug Free Work Place Certification	1 only
☒ Minimum Qualifications Questionnaire	1 - 6
☒ E/SBE Subcontractor Form*	1 only
☒ Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
☒ Cost Breakdown for Lump Sum Electrical Items**	1 only

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

**Bidder generated document due with submission of bid.

BID PROPOSAL FORMS

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

TEICHERT CONSTRUCTION

CITY OF SACRAMENTO
Department of Public Works
Engineering Services Division

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:

State Route 99 / Elkhorn Blvd. Improvements Project
(between State Route 99 and East Commerce Way)
(PN: T15116400)

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 Number	Item	Quantity	Unit	Unit Price	Amount
1	CLEARING AND GRUBBING	1	LS	$30,000.-	$30,000.-
2	ROADWAY EXCAVATION AND GRADING	6,400	CY	$ 15.-	$ 96,000.-
3	IMPORT BORROW TO PLACE	790	CY	$ 1.-	$ 790.-
4	GEOGRID MATERIAL TO PLACE	60	SY	$ 16.50	$ 990.-
5	PAVEMENT KEYCUTTING	445	LF	$ 5.-	$ 2,225.-
6	PLANED PAVEMENT CONFORMS	783	SY	$ 15.-	$ 11,745.-
7	ASPHALT CONCRETE OVERLAY TO PLACE	2,040	TON	$ 76.-	$ 155,040.-
8	SHOULDER BACKING TO PLACE	50	CY	$ 60.-	$ 3,000.-
9	AGGREGATE BASE CLASS 2 TO PLACE	1,550	CY	$ 50.-	$ 77,500.-
10	AGGREGATE SUBBASE CLASS 2 TO PLACE	4,190	CY	$ 20.-	$ 83,800.-
11	ASPHALT CONCRETE (3/4") PAVEMENT TO PLACE	2,240	TON	$ 76.-	$ 170,240.-
12	3½" PCC SIDEWALK TO CONSTRUCT	744	SF	$ 11.-	$ 8,184.-
13	CURB AND GUTTER TYPE 2 TO CONSTRUCT	95	LF	$ 35.-	$ 3,325.-
14	CURB AND GUTTER TYPE A2-6 TO CONSTRUCT	40	LF	$ 32.-	$ 1,280.-
15	CURB TYPE A1-6 TO CONSTRUCT	170	LF	$ 26.-	$ 4,420.-
16	CURB TYPE A1-8 TO CONSTRUCT	135	LF	$ 26.-	$ 3,510.-
17	TRUNCATED DOMES ON NEW RAMPS (36"X48")	10	EA	$ 800.-	$ 8,000.-
18	ASPHALT CONCRETE DIKE TO PLACE	55	LF	$ 25.-	$ 1,375.-
19	ASPHALT CONCRETE (MISCELLANEOUS AREAS) TO PLACE	305	SF	$ 10.-	$ 3,050.-
20	EXISTING MAINTENANCE HOLE TO REMOVE	2	EA	$ 900.-	$ 1,800.-
21	MAINTENANCE HOLE TO ADJUST TO GRADE	4	EA	$ 520.-	$ 2,080.-
22	STORMDRAIN PIPE TO REMOVE	9	LF	$ 65.-	$ 585.-
23	STORMDRAIN PIPE TO ABANDON	105	LF	$ 13.-	$ 1,365.-

24	15" CSP TO CONSTRUCT	13	LF	$ 70.-	$ 910.-
Item Number	Item	Quantity	Unit	Unit Price	Amount
25	18" RCP TO CONSTRUCT	17	LF	$ 100.-	$ 1,700.-
26	DITCH BOX TO CONSTRUCT	3	EA	$ 2,300.-	$ 6,900.-
27	CONCRETE SURVEY MONUMENT TO CONSTRUCT	1	EA	$ 380.-	$ 380.-
28	WATER CURB STOP TO RELOCATE	1	EA	$ 950.-	$ 950.-
29	WATER SAMPLER/PRESSURE RECORDER CABINET TO RELOCATE	1	EA	$ 950.-	$ 950.-
30	WATER METER/VALVE BOX TO ADJUST TO GRADE	11	EA	$ 440.-	$ 4,840.-
31	STAMPED CONCRETE TO CONSTRUCT (3½")	327	SF	$ 12.-	$ 3,924.-
32	HYDROSEED TO PLACE	3,150	SY	$ 1.-	$ 3,150.-
33	TEMPORARY FENCE (TYPE ESA) TO CONSTRUCT	180	LF	$ 3.-	$ 540.-
34	TEMPORARY FIBER ROLL TO PLACE	2,950	LF	$ 3.-	$ 8,850.-
35	TEMPORARY INLET PROTECTION TO PLACE	5	EA	$ 180.-	$ 900.-
36	TEMPORARY CHECK DAM TO PLACE	5	EA	$ 100.-	$ 500.-
37	TRAFFIC SIGN TO PLACE	24	EA	$ 51.-	$ 1,224.-
38	NEW POST TO INSTALL	13	EA	$ 204.-	$ 2,652.-
39	SIGN TO REMOVE	10	EA	$ 31.-	$ 310.-
40	SIGN TO RELOCATE	10	EA	$ 204.-	$ 2,040.-
41	THERMOPLASTIC TRAFFIC STRIPING (4") TO PLACE	13,020	LF	$ 0.41	$ 5,338.20
42	THERMOPLASTIC TRAFFIC STRIPING (6") TO PLACE	6,130	LF	$ 0.61	$ 3,739.30
43	THERMOPLASTIC TRAFFIC STRIPING (8") TO PLACE	1,750	LF	$ 0.82	$ 1,435.-
44	THERMOPLASTIC TRAFFIC STRIPING (12") TO PLACE	670	LF	$ 3.05	$ 2,043.50
45	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	676	SF	$ 4.06	$ 2,744.56
46	RAISED PAVEMENT MARKERS TO PLACE	421	EA	$ 3.05	$ 1,284.05
47	TRAFFIC CONTROL SYSTEM	1	LS	$ 35,000.-	$ 35,000.-
48	DETOUR PLAN	1	LS	$ 2,500.-	$ 2,500.-
49	TEMPORARY RAILING (TYPE K) TO PLACE	2,120	LF	$ 14.-	$ 29,680.-
50	TEMPORARY CRASH CUSHION TO PLACE	2	EA	$ 4,100.-	$ 8,200.-
51	BREAKAWAY WOOD POST TO CONSTRUCT	5	EA	$ 500.-	$ 2,500.-
52	WATER POLLUTION CONTROL	1	LS	$ 2,500.-	$ 2,500.-
53	RAIN EVENT ACTION PLAN	2	EA	$ 500.00	$ 1,000,00
54	STORM WATER SAMPLING AND ANALYSIS DAY	2	EA	$ 400.-	$ 800.-
55	STORM WATER ANNUAL REPORT	1	EA	$ 2,000.00	$ 2,000.00

56	MAINTAIN EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	1	LS	$ 1,000.-	$ 1,000.-
Item Number	Item	Quantity	Unit	Unit Price	Amount
57	SIGNAL AND LIGHTING AT ROUTE 99 NORTHBOUND OFF-RAMP AND ELKHORN BOULEVARD	1	LS	$144,933	$ 144,933-
58	MODIFY SIGNAL AND LIGHTING AT ELKHORN BOULEVARD AND EAST COMMERCE WAY	1	LS	$116,733.-	$ 116,733.-
59	MODIFY LIGHTING AT ROUTE 99 NORTHBOUND OFF-RAMP	1	LS	$ 5,600.-	$5,600.-
60	INTERCONNECT INSTALLATION	1	LS	$ 49,030.-	$ 49,030.-
61	EMERGENCY VEHICLE DETECTOR SYSTEM	1	LS	$11,413.-	$ 11,413.-
62	STREET LIGHTING	1	LS	$53,325.-	$53,325.-

CONTRACTOR NAME:**A. Teichert & Son, Inc. dba Teichert Construction**TOTAL $ 1,193,822.61

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.

It is understood that this Bid Proposal is based upon completion of the Work within a period of Sixty **(60) 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.

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. #	One (1)	DATE	May 8, 2013
Add. #		DATE	
Add. #		DATE	

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

Corporation

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR: A. Teichert & Son, Inc. dba Teichert Construction

By [signature]
(Signature)

Eric Stannard
(Print or Type)

Title Estimating Manager
Address PO Box 1890
Davis, CA 95617-1890
Telephone No. 530-406-4200

Fax No. 530-406-4299

Email Address estannard@teichert.com

Date 5/29/2013

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: KL

Contractor's License No. 8 Type A B C16 C27 HAZ ASB

Expiration Date 04/30/2015

Tax I.D. Nos.- Fed. 68-0174245 State California D-1621395

City of Sacramento Business Operation Tax Certificate No. 100870
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE_____ Cert #_____ SBE_____ Cert #_____

UDBE_____ Cert #_____ M/WBE_____ Cert #_____

City of SACRAMENTO
Department of Public Works

KNOW ALL MEN BY THESE PRESENTS,

That we, A. Teichert & Son Inc. dba Teichert Construction

as Principal, and Liberty Mutual Insurance Company

a corporation duly organized under the laws of the State of Massachusetts 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, New City Hall, Closed Session Room #CH1104, Sacramento, CA 95814 up to the hour of 2:00 p.m. on May 29, 2013 for the Work specifically described as follows:

State Route 99 / Elkhorn Blvd. Improvements Project
(between State Route 99 and East Commerce Way)
(PN: T15116400)

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 23rd day of May 2013.

A. Teichert & Son Inc. dba Teichert Construction
(Contractor) (Seal)
By
Title Eric Stannard, Estimating Manager

ORIGINAL APPROVED AS TO FORM:

_____
City Attorney

Liberty Mutual Insurance Company
(Surety) (Seal)
By
Title Erin Bautista, Attorney-in-Fact
Agent Name and Address Willis Insurance Services of CA, Inc.
2055 Gateway Place, Suite 450, San Jose, CA 95110
Agent Phone # 408-436-7012
Surety Phone # 925-979-6705
California License # 0371719

(Rev. 5-6-91)

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On May 23, 2013 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

JEAN L. NEU
Commission # 1881335
Notary Public - California
Santa Clara County
My Comm. Expires Mar 1, 2014

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6099398

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire; that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts; and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley N. Wright, Bryan D. Martin, Erin Bautista, Frances M. Murphy, Jean L. Neu

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of April, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 26th day of April, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of May, 2013

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

A. TEICHERT & SON, INC., 3500 American River Drive, Sacramento, California 95864

I, ANNE S. HASLAM, Secretary of A. TEICHERT & SON, INC., a California Corporation, which does business under the fictitious names of TEICHERT CONSTRUCTION, TEICHERT MATERIALS, TEICHERT AGGREGATES, TEICHERT READYMIX, TEICHERT BULK TRANSPORTATION, and ANGELO UTILITIES, as well as under its own name, certify that the following is a true and correct copy of a resolution unanimously passed and adopted by the Board of Directors of this corporation at a meeting held on August 8, 2012 and as amended at meetings held on August 24, 2012, September 10, 2012, October 22, 2012, November 21, 2012, January 3, 2013, April 1, 2013, April 5, and April 9, 2013:

RESOLVED, That

either	JUDSON T. RIGGS	President
or	MARY T. ROTELLI	Chief Operating Officer
or	NARENDRA M. PATHIPATI	Executive Vice President, Chief Financial Officer & Assistant Secretary
and		
either	ANNE S. HASLAM	Secretary
or	KENNETH J. MCCURDY	Assistant Secretary

acting in combination, are authorized on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to sign, seal, acknowledge, verify and deliver deeds, deeds of trust, mortgages, pledges, transfers, promissory notes, and any other documents and instruments relating to the business and properties, real and personal, of this corporation;

RESOLVED FURTHER, That the following officers of this corporation:

Judson T. Riggs	President
Narendra M. Pathipati	Executive Vice President, Chief Financial Officer & Assistant Secretary
Dana M. Davis	Executive Vice President
David A. Swartz	Senior Vice President
Thomas J. Griffith	Vice President
Gary A. Johns	Vice President
Keith A. Jolly	Vice President
Susan L. Mansfield	Vice President
Timothy B. Murphy	Vice President
Loran A. White	Vice President
John T. Cassidy	Controller
Anne S. Haslam	Secretary
Kenneth J. McCurdy	Assistant Secretary

are authorized, acting alone or in any combination, on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to execute and deliver proposals, bids, bonds, contracts, and agreements for construction work; and to do all other acts of a business nature that this corporation is empowered to do by law;

RESOLVED FURTHER, That the following employee of this corporation:

Clyde Hamilton	Assistant Secretary

is appointed to serve at the pleasure of the Board, with duties and powers limited to the exercise of such direct supervision and control of Teichert Construction's construction operations as is necessary to secure full compliance with the provisions of the Contractor's State License Law and the rules and regulations of the Contractors' State License Board relating to the construction operations;

RESOLVED FURTHER, That the following employees of this corporation:

Daniel E. Brown	Estimating Manager
A. Ed Herrnberger	Area Manager, North Region
Clark J. Hulbert	Area Manager, Central Region
Scott Lewis	Area Manager, North Region
Janez Seliskar	Estimating Manager
Richard J. Spielman	Estimator
Eric Stannard	Estimating Manager
Gordon Stout	Area Manager, Central Region

are designated as attorneys in fact of this corporation with full authority to execute proposals, bids, bonds, contracts, and agreements for construction work.

DATED: 5/29/2013

Anne S. Haslam

Anne S. Haslam
Secretary of A. Teichert & Son, Inc.

City of SACRAMENTO
Department of Public Works

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

EXCEPTION: _____ _____ _____
Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: A. Teichert & Son, Inc. dba Teichert Construction

BY: Eric Stannard, Estimating Manager **Date:** 5/29/2013
Signature **Title**

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

CITY OF SACRAMENTO

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION

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

Name of Prime Contractor: A. Teichert & Son, Inc. dba Teichert Construction		Bid Amount: 1,193,822.61	Date: 5/29/2013
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE (subject to verification)	Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work / Services Provided
MAY-HAN ELECTRIC	SBE	LIGHTING & SIGNALIZATION	$ 382,034.-
SACRAMENTO, CA			
CLEARWATER LANDSCAPE SERVICES	SBE	MISC. EROSION CONTROL	$ 13,940.-
CAMERON PARK, CA			
FAR WEST SAFETY INC.	SBE	CONSTRUCTION AREA SIGNS	$ 1,500.-
LODI, CA			
CARISD CO.	—	STRIPING / SIGNAGE / MONUMENTS	$ 31,818.-
WOODLAND, CA			
ARCHER TRUCKING, INC	SBE	MISC. HAULS	$ 46,000.-
UKIAH, CA			

FM 440 (Rev. 2/25/04)

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

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

MAY-HAN-ELECTRIC INC.
DBA M & M ELECTRIC

SR 99/ELKHORN
ELKHORN @ N.B OFF RAMP
BID ITEM 57

Description	Quantity	Unit Price	Per	Extended Price
Underground Conduit System Installation	1050	A.V. 20. ~~40~~	LF	~~$42,000.00~~ A.V. 21,000.-
PVC 3"	310	5	LF	$1,550.00
PVC 2"	2020	4	LF	$8,080.00
#2 Service Wire	2850	5	LF	$14,250.00
#14 THW Signal Wire	10210	0.8	LF	$8,168.00
#10 THW Signal Wire	400	0.9	LF	$360.00
#8 THW Signal & Streetlight Wire	2180	0	LF	$0.00
#6 THW Street Light Wire	60	1.3	LF	$78.00
DLC Cable	2220	2	LF	$4,440.00
Video Detectection Cable	1030	2	LF	$2,060.00
Opticom Wire	1030	3	LF	$3,090.00
#5 Pull Box	3	500	EA	$1,500.00
#6 Pull Box	1	600	EA	$600.00
N44 Pull Box	2	1000	EA	$2,000.00
#5 Traffic Box	6	1200		$7,200.00
#6 Traffic Box	15	1500		$22,500.00
Detector Handhole	5	300	EA	$1,500.00
Install Video Detection Camera	3	1100	EA	$3,300.00
Controller and Cabinet Install	1	9500	EA	$9,500.00
Furnish Install Display Equipment	1	1275	LS	$1,275.00
Type 17 Foundation	3	1100	LS	$3,300.00
Type 15 Foundation	1	700	EA	$700.00
Type 1B Foundation	3	300	EA	$900.00
Type 17 Install (City Furnished)	3	2700	EA	$8,100.00
Type 15 Install	3	2800	EA	$8,400.00
1B Install	3	700	EA	$2,100.00
135 LED Luminairs	4	675	EA	$2,700.00
Type A Loops	5	600	EA	$3,000.00
Signal Turn On	1	3282	EA	$3,282.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Total Cost = $~~165,933.00~~ A.V. 144,933.—

MAY-HAN-ELECTRIC INC.
DBA M & M ELECTRIC

SR 99/ELKHORN
ELKHORN @ E. Commerce
BID ITEM 58

Description	Quantity	Unit Price	Per	Extended Price
Underground Conduit System Installation	480	24	LF	$11,760.00
PVC 3"	780	5	LF	$3,900.00
PVC 2"	550	4	LF	$2,200.00
#14 THW Signal Wire	12965	0.8	LF	$10,372.00
#10 THW Signal Wire	1930	0.9	LF	$1,737.00
#6 THW Street Light Wire	3040	1.3	LF	$3,952.00
DLC Cable	5340	2	LF	$10,680.00
Video Detectection Cable	1295	2	LF	$2,590.00
Opticom Wire	1295	3	LF	$3,885.00
#5 Pull Box	5	600	EA	$3,000.00
#6 Pull Box	5	700	EA	$3,500.00
Lockable Pull Box Lids	14	1000	EA	$14,000.00
Detector Handhole	7	300	EA	$2,100.00
Install Video Detection Camera	3	1100	EA	$3,300.00
Controller Cabinet Modification	1	2500	EA	$2,500.00
Furnish Install Display Equipment	1	12575	LS	$12,575.00
Type 15 Foundation	1	700	EA	$700.00
Type 1B Foundation	3	300	EA	$900.00
Type 15 Install	3	2800	EA	$8,400.00
1B Install	3	700	EA	$2,100.00
135 LED Luminairs	4	675	EA	$2,700.00
Type A Loops	11	600	EA	$6,600.00
Signal Turn On	1	3282	EA	$3,282.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

Total Cost = $116,733.00

MAY-HAN-ELECTRIC INC.
DBA M & M ELECTRIC

SR 99/ELKHORN BLVD.

MODIFY LIGHTING
BID ITEM 59

Description	Quantity	Unit Price	Per	Extended Price
REMOVE AND SALVAGE EXISTING	2	2200	EA	$4,400.00
BUST FOUNDATION	2	600	EA	$1,200.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		TOTAL Cost	=	$5,600.00

MAY-HAN-ELECTRIC INC.
DBA M & M ELECTRIC

SR 99/ELKHORN BLVD.

INTERCONNECT
BID ITEM 60

Description	Quantity	Unit Price	Per	Extended Price
TRENCHING AND BACKFILL	2200	8	LF	$17,600.00
PVC 2"	4400	2	LF	$8,800.00
#6E PULLBOX	9	700	EA	$6,300.00
12 STRAND FIBER	3000	3	LF	$9,000.00
NETWORK EQUIPMENT	1	7330	EA	$7,330.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		TOTAL Cost	=	$49,030.00

MAY-HAN-ELECTRIC INC.
DBA M & M ELECTRIC

SR 99/ELKHORN BLVD

EMERGENCY VEHICLE DETECTOR
BID ITEM 61

Description	Quantity	Unit Price	Per	Extended Price
OPTICOM DETECTORS	3	950	EA	$2,850.00
OPTICOM DISCRIMANATOR	2	3200	EA	$6,400.00
OPTICOM CABLE	1030	2.1	LF	$2,163.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		TOTAL Cost	=	$11,413.00

MAY-HAN ELECTRIC INC.
DBA M & M ELECTRIC

SR 99/ELKHORN BLVD.

STREE LIGHTING
BID ITEM 62

Description	Quantity	Unit Price	Per	Extended Price
TRENCHING AND BACKFILL	1200	8	LF	$9,600.00
PVC 2"	1200	2	LF	$2,400.00
#5 PULLBOX	6	700	EA	$4,200.00
TYPE 15 FOUNDATION	8	850	EA	$6,800.00
TYPE 15 LIGHT POLE	8	2650	EA	$21,200.00
135 LED LUMINAIRS	8	675	EA	$5,400.00
#6 THW WIRE	3600	0.8	LF	$2,880.00
#10 THW WIRE	1300	0.65	LF	$845.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		TOTAL Cost	=	$53,325.00

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:

   Contractor's License No. 8; Expires 04/30/2015; Classifications: A B C16 C27 HAZ ASB

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

   ☐ Yes ☒ No

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

   ☐ Yes ☒ No

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

   ☐ Yes ☒ No

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

   ☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

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

☐ Yes ☒ No ☐ Not applicable

OR

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

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

☐ Yes ☐ No ☐ Not applicable

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

☐ Yes ☒ No

OR

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at Davis, CA, on 5/29/2013.
(Location) (Date)

Signature: [signature]

Print name: Eric Stannard

Title: Estimating 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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

A. Teichert & Son, Inc. dba Teichert Construction
Name of Contractor

PO Box 1890 Davis CA, 95617-1890
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 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 in total value.

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

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

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

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

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

the domestic partner or to the spouse.

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

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

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

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

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

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

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

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

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

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

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

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

for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

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

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

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

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

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

5/29/2013
Date

Eric Stannard
Print Name

Estimating Manager
Title

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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

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

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

The included employee benefits are:

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

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

You May . . .

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

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

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

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.

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 (Off-Road Equipment)

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

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

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

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

Please Submit To:

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

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

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED ONLY IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification _____, 20___, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **A. Teichert & Son, Inc.** ("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:

State Route 99 / Elkhorn Blvd. Improvements Project
(between State Route 99 and East Commerce Way)
(PN: T15116400)

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 phase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **60 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-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

(A) Minimum Scope and Limits of Insurance Coverage

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

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

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

(B) Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as

respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

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

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

(C) Other Insurance Provisions

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

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

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

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

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

(D) Acceptability of Insurance

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

(E) Verification of Coverage

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

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

(F) Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

21. EXCUSABLE DELAYS

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

The term "Excusable Delay" shall specifically <u>not</u> 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 7/10/13

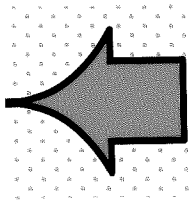
BY X Gary A Johns
Gary A. Johns
Print Name
Vice President & Manager Construction Estimating
Title

BY Anne S. Haslam
Anne S. Haslam
Print Name
Secretary
Title
68-0174245
Federal ID#
1621395
State ID#
100870
City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity *(check one)*:

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

CITY OF SACRAMENTO
a municipal corporation



DATE _____

BY _____
For: _____
City Manager

Original Approved As To Form:

City Attorney

Attest:

City Clerk

A. TEICHERT & SON, INC., 3500 American River Drive, Sacramento, California 95864

I, ANNE S. HASLAM, Secretary of A. TEICHERT & SON, INC., a California Corporation, which does business under the fictitious names of TEICHERT CONSTRUCTION, TEICHERT MATERIALS, TEICHERT AGGREGATES, TEICHERT READYMIX, TEICHERT BULK TRANSPORTATION, and ANGELO UTILITIES, as well as under its own name, certify that the following is a true and correct copy of a resolution unanimously passed and adopted by the Board of Directors of this corporation at a meeting held on August 8, 2012 and as amended at meetings held on August 24, 2012,September 10, 2012, October 22, 2012, November 21, 2012, January 3, 2013, April 1, 2013, April 5, April 9, 2013, May 31, 2013 and July 2, 2013:

RESOLVED, That

either	JUDSON T. RIGGS	President
or	MARY T. ROTELLI	Executive Vice President & Chief Operating Officer
or	NORMAN E. EILERT	Executive Vice President, Chief Financial Officer & Assistant Secretary
and		
either	ANNE S. HASLAM	Secretary
or	KENNETH J. MCCURDY	Assistant Secretary

acting in combination, are authorized on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to sign, seal, acknowledge, verify and deliver deeds, deeds of trust, mortgages, pledges, transfers, promissory notes, and any other documents and instruments relating to the business and properties, real and personal, of this corporation;

RESOLVED FURTHER, That the following officers of this corporation:

Judson T. Riggs	President
Mary T. Rotelli	Executive Vice President & Chief Operating Officer
Norman E. Eilert	Executive Vice President, Chief Financial Officer & Assistant Secretary
Dana M. Davis	Executive Vice President
David A. Swartz	Senior Vice President
Robert A. DeRuiter	Vice President
Thomas J. Griffith	Vice President
Gary A. Johns	Vice President
Keith A. Jolly	Vice President
Susan L. Mansfield	Vice President
Timothy B. Murphy	Vice President
Loran A. White	Vice President
John T. Cassidy	Controller
Anne S. Haslam	Secretary
Kenneth J. McCurdy	Assistant Secretary

are authorized, acting alone or in any combination, on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to execute and deliver proposals, bids, bonds, contracts, and agreements for construction work; and to do all other acts of a business nature that this corporation is empowered to do by law;

RESOLVED FURTHER, That the following employee of this corporation:

Clyde Hamilton	Assistant Secretary

is appointed to serve at the pleasure of the Board, with duties and powers limited to the exercise of such direct supervision and control of Teichert Construction's construction operations as is necessary to secure full compliance with the provisions of the Contractor's State License Law and the rules and regulations of the Contractors' State License Board relating to the construction operations;

RESOLVED FURTHER, That the following employees of this corporation:

Daniel E. Brown	Estimating Manager
A. Ed Herrnberger	Area Manager, North Region
Clark J. Hulbert	Area Manager, Central Region
Scott Lewis	Area Manager, North Region
Janez Seliskar	Estimating Manager
Richard J. Spielman	Estimator
Eric Stannard	Estimating Manager
Gordon Stout	Area Manager, Central Region

are designated as attorneys in fact of this corporation with full authority to execute proposals, bids, bonds, contracts, and agreements for construction work.

DATED: 7/10/13

Anne S. Haslam

Anne S. Haslam
Secretary of A. Teichert & Son, Inc.

REVISION 4
Bid Date: 5/29/2013
Time: 2:00PM

Proposal for:
SR 99 / Elkhorn Rd Widening

From
Teichert Lincoln
P.O. Box 700 , Lincoln, CA 95648-0700
LN: 8 Type: GENERAL ENGINEERING
Phone: (916) 645-4800 Fax: (916) 645-4801

City Of Sacramento

Item	Description	Quantity	Unit	Unit Price	Total Price	
√0001	**Clearing And Grubbing**	1.00	LS	30,000.0000	30,000.00	√
√0002	**Roadway Excavation And Grading**	6,400.00	CY	15.0000	96,000.00	√
√0003	**Import Borrow To Place**	790.00	CY	1.0000	790.00	√
√0004	**Geogrid Material To Place**	60.00	SY	16.5000	990.00	√
√0005	**Pavement Keycutting**	445.00	LF	5.0000	2,225.00	√
√0006	**Planed Pavement Conforms**	783.00	SY	15.0000	11,745.00	√
√0007	**Asphalt Concrete Overlay To Place**	2,040.00	TN	76.0000	155,040.00	√
√0008	**Shoulder Backing To Place**	50.00	CY	60.0000	3,000.00	√
√0009	**Aggregate Base Class 2 To Place**	1,550.00	CY	50.0000	77,500.00	√
√0010	**Aggregate Subbase Class 2 To Place**	4,190.00	CY	20.0000	83,800.00	√
√0011	**Asphalt Concrete (3/4") Pavement To Place**	2,240.00	TN	76.0000	170,240.00	√
√0012	**3.5" PCC Sidewalk To Construct**	744.00	SF	11.0000	8,184.00	√
√0013	**Curb And Gutter Type 2 To Construct**	95.00	LF	35.0000	3,325.00	√
√0014	**Curb And Gutter Type A2-6 To Construct**	40.00	LF	32.0000	1,280.00	√
√0015	**Curb Type A1-6 To Construct**	170.00	LF	26.0000	4,420.00	√
√0016	**Curb Type A1-8 To Construct**	135.00	LF	26.0000	3,510.00	√
√0017	**Truncated Domes On New Ramps (36" X 48")**	10.00	EA	800.0000	8,000.00	√
√0018	**Asphalt Concrete Dike To Place**	55.00	LF	25.0000	1,375.00	√
√0019	**Asphalt Concrete (Misc Areas) To Place**	305.00	SF	10.0000	3,050.00	√
√0020	**Existing Maintenance Hole To Remove**	2.00	EA	900.0000	1,800.00	√
√0021	**Maintenance Hole To Adjust To Grade**	4.00	EA	520.0000	2,080.00	√
√0022	**Storm Drain Pipe To Remove**	9.00	LF	65.0000	585.00	√
√0023	**Storm Drain Pipe To Abandon**	105.00	LF	13.0000	1,365.00	√
√0024	**15" CSP To Construct**	13.00	LF	70.0000	910.00	√
√0025	**18" RCP To Construct**	17.00	LF	100.0000	1,700.00	√
√0026	**Ditch Box To Construct**	3.00	EA	2,300.0000	6,900.00	√
√0027	**Concrete Survey Monument To Construct**	1.00	EA	380.0000	380.00	√
√0028	**Water Curb Stop To Relocate**	1.00	EA	950.0000	950.00	√

√ = Locked Bid-Item
! = Zero Total Price

7/09/2013 7:48 am
Estimator: Jason Theriault
For Job: SR 99 / Elkhorn Rd Widening

REVISION 4
Bid Date: 5/29/2013
Time: 2:00PM

Proposal for:
SR 99 / Elkhorn Rd Widening

From
Teichert Lincoln
P.O. Box 700 , Lincoln, CA 95648-0700
LN: 8 Type: GENERAL ENGINEERING
Phone: (916) 645-4800 Fax: (916) 645-4801

City Of Sacramento

Item	Description	Quantity	Unit	Unit Price	Total Price	
√0029	Water Sampler/Pressure Recorder Cabinet To Relocate	1.00	EA	950.0000	950.00	√
√0030	Water Meter/Valve Box To Adjust To Grade	11.00	EA	440.0000	4,840.00	√
√0031	Stamped Concrete To Construct (3.5")	327.00	SF	12.0000	3,924.00	√
√0032	Hydroseed To Place	3,150.00	SY	1.0000	3,150.00	√
√0033	Temporary Fence (Type ESA) To Construct	180.00	LF	3.0000	540.00	√
√0034	Temporary Fiber Roll To Place	2,950.00	LF	3.0000	8,850.00	√
√0035	Temporary Inlet Protection To Place	5.00	EA	180.0000	900.00	√
√0036	Temporary Check Dam To Place	5.00	EA	100.0000	500.00	√
√0037	Traffic Sign To Place	24.00	EA	51.0000	1,224.00	√
√0038	New Post To Install	13.00	EA	204.0000	2,652.00	√
√0039	Sign To Remove	10.00	EA	31.0000	310.00	√
√0040	Sign To Relocate	10.00	EA	204.0000	2,040.00	√
√0041	Thermoplastic Traffic Striping (4") To Place	13,020.00	LF	0.4100	5,338.20	√
√0042	Thermoplastic Traffic Striping (6") To Place	6,130.00	LF	0.6100	3,739.30	√
√0043	Thermoplastic Traffic Striping (8") To Place	1,750.00	LF	0.8200	1,435.00	√
√0044	Thermoplastic Traffic Striping (12") To Place	670.00	LF	3.0500	2,043.50	√
√0045	Thermoplastic Pavement Markings To Place	676.00	SF	4.0600	2,744.56	√
√0046	Raised Pavement Markers To Place	421.00	EA	3.0500	1,284.05	√
√0047	Traffic Control System	1.00	LS	35,000.0000	35,000.00	√
√0048	Detour Plan	1.00	LS	2,500.0000	2,500.00	√
√0049	Temporary Railing (Type K) To Place	2,120.00	LF	14.0000	29,680.00	√
√0050	Temporary Crash Cushion To Place	2.00	EA	4,100.0000	8,200.00	√
√0051	Breakaway Wood Post To Construct	5.00	EA	500.0000	2,500.00	√
√0052	Water Pollution Control	1.00	LS	2,500.0000	2,500.00	√
√0053	Rain Event Action Plan	2.00	EA	500.0000	1,000.00	√
√0054	Storm Water Sampling And Analysis Day	2.00	EA	400.0000	800.00	√
√0055	Storm Water Annual Report	1.00	EA	2,000.0000	2,000.00	√

√ = Locked Bid-Item
! = Zero Total Price

REVISION 4
Bid Date: 5/29/2013
Time: 2:00PM

Proposal for:
SR 99 / Elkhorn Rd Widening

From

Teichert Lincoln
P.O. Box 700 , Lincoln, CA 95648-0700
LN: 8 Type: GENERAL ENGINEERING
Phone: (916) 645-4800 Fax: (916) 645-4801

City Of Sacramento

Item	Description	Quantity	Unit	Unit Price	Total Price	
√0056	**Maintain Existing Traffic Management System Elements**	**1.00**	**LS**	**1,000.0000**	**1,000.00**	√
√0057	**Signal And Lighting @ Rte 99 NB Off-Ramp & Elkhorn Blvd**	**1.00**	**LS**	**144,933.0000**	**144,933.00**	√
√0058	**Modify Signal & Lighting @ Elkhorn Blvd & E. Commerce Way**	**1.00**	**LS**	**116,733.0000**	**116,733.00**	√
√0059	**Modify Lighting At Rte 99 NB Off-Ramp**	**1.00**	**LS**	**5,600.0000**	**5,600.00**	√
√0060	**Interconnect Installation**	**1.00**	**LS**	**49,030.0000**	**49,030.00**	√
√0061	**Emergency Vehicle Detector System**	**1.00**	**LS**	**11,413.0000**	**11,413.00**	√
√0062	**Street Lighting**	**1.00**	**LS**	**53,325.0000**	**53,325.00**	√
				Total:	1,193,822.61	

√ = Locked Bid-Item
! = Zero Total Price

CITY OF SACRAMENTO
PERFORMANCE BOND

Department of Public Works
Page 1 of 1

Bond No.: 070012339
Premium: $3,581.00

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

State Route 99 / Elkhorn Blvd. Improvements Project (between State Route 99 and East Commerce Way) (PN: T15116400)

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:
Liberty Mutual Insurance Company - 1340 Treat Blvd., Suite 550, Walnut Creek, CA 94597,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: **one million, one hundred ninety three thousand, eight hundred twenty two dollars and sixty one cents ($1,193,822.61)**, for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on July 24, 2013.

SIGN HERE

A. Teichert & Son Inc. dba Teichert Construction
(Contractor) (Seal)
By
Title Gary A. Johns, VP & Mgr Construction Estimating

Liberty Mutual Insurance Company
(Surety) (Seal)
By
Title Frances M. Murphy, Attorney-In-Fact
Agent Name and Address Willis Insurance Services of CA, Inc.
2055 Gateway Place, Suite 450, San Jose, CA 95110
Agent Phone # 408-436-7012
Surety Phone # 916-979-6705
California License # 0371719

ORIGINAL APPROVED AS TO FORM:
City Attorney

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On July 9, 2013 before me, Erin Bautista, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Erin Bautista (Seal)

NNA1 ERIN BAUTISTA
Commission # 1884542
Notary Public - California
Santa Clara County
My Comm. Expires Apr 25, 2014 NNA1

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6099551

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley N. Wright; Bryan D. Martin; Erin Bautista; Frances M. Murphy; Jean L. Neu

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of April, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 26th day of April, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of July, 2013.

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CITYOF SACRAMENTO
PAYMENT BOND

Department of Public Works
Page 1 of 1

Bond No.: 070012339
Premium: Included

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: **A. Teichert & Son, Inc.** hereinafter called Contractor, a contract for construction of:

State Route 99 / Elkhorn Blvd. Improvements Project (between State Route 99 and East Commerce Way) (PN: T15116400)

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
Liberty Mutual Insurance Company - 1340 Treat Blvd., Suite 550, Walnut Creek, CA 94597,
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 **one million, one hundred ninety three thousand, eight hundred twenty two dollars and sixty one cents ($1,193,822.61)**, on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on July 24, 20 13.

A. Teichert & Son Inc. dba Teichert Construction
(Contractor) (Seal)
By Gary A. Johns
Title Gary A. Johns, VP & Mgr Construction Estimating

ORIGINAL APPROVED AS TO FORM:
City Attorney

SIGN HERE

Liberty Mutual Insurance Company
(Surety) (Seal)
Frances M. Murphy, Attorney-In-Fact
Agent name and Address: Willis Insurance Services of CA, Inc.
2055 Gateway Place, Suite 450, San Jose, CA 95110
Agent Phone #: 408-436-7012
Surety Phone #: 916-979-6705
California License # 0371719

Effective 7-1-12

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On July 9, 2013 before me, Erin Bautista, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ERIN BAUTISTA
Commission # 1884542
Notary Public - California
Santa Clara County
My Comm. Expires Apr 25, 2014

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6099552

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley N. Wright; Bryan D. Martin; Erin Bautista; Frances M. Murphy; Jean L. Neu

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of April, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 26th day of April, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of July, 20 13.

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Agency License Details

The license status information shown below represents information taken from the California Department of Insurance (CDI) licensing database at the time of your inquiry. This information may not always be current. For example, items sent to the CDI may be pending review or simply may not have yet been entered into our licensing database. For instance, continuing education hours quoted may not reflect courses taken in the last 45 days. This database will reflect concluded disciplinary actions against licensees. Complaints and ongoing investigations are confidential and, therefore, not available.

Section 12938 (a) of the California Insurance Code, in part, requires the CDI to make all fully executed stipulations, orders, decisions, and settlements available to the public on its Web site. You can search for key documents regarding any enforcement action the department has filed against this licensee on the Enforcement Action Documents Search Page. Please note Enforcement Action Documents (i.e. legal pleadings and orders generated during the enforcement action) are available on this Web site only for enforcement actions taken on or after July 1, 2001. If an enforcement action was taken prior to July 1, 2001, this Web site will only provide a summary description of the enforcement action. Documents relating to actions taken prior to July 1, 2001 may be obtained by submitting a written request to the CDI.

Glossary Terms

Name: WILLIS INSURANCE SERVICES OF CALIFORNIA, INC. License#: 0371719

DBA: WILLIS GLOBAL AVIATION INSURANCE SERVICES

DBA: WILLIS RISK AND INSURANCE SERVICES OF LOS ANGELES

DBA: WILLIS RISK AND INSURANCE SERVICES OF ORANGE COUNTY

DBA: WILLIS RISK AND INSURANCE SERVICES OF SAN DIEGO

DBA: WILLIS RISK AND INSURANCE SERVICES OF SAN JOSE

FMR: WILLIS CORROON CORPORATION OF CALIFORNIA

REF: CORROON & BLACK (CALIFORNIA)

REF: CORROON & BLACK-MILLER & AMES

REF: NEWPORT, TINA ANDREA TLD 0065

License type: Accident and Health	Status: Active	Status Date: 09/24/1968	Exp Date: 03/31/2015
License type: Casualty Broker-Agent	Status: Active	Status Date: 09/24/1968	Exp Date: 03/31/2015
License type: Life-Only	Status: Active	Status Date: 09/24/1968	Exp Date: 03/31/2015
	Status: Active	Status Date: 09/24/1968	Exp Date: 03/31/2015

License type: Property Broker-Agent

License type: Special Lines SL Broker	Status: Active	Status Date: 03/06/2002	Exp Date: 03/31/2015
License type: Surplus Lines Broker	Status: Active	Status Date: 03/06/2002	Exp Date: 03/31/2015
License type: Variable Contracts	Status: Active	Status Date: 03/04/1988	Exp Date: 03/31/2015

Business Address: 525 MARKET STREETSUITE 3400 SAN FRANCISCO, CA 94105

Number of 2012 Justified Complaints with the Department : 2

Bond Information

Bond Amount: $10,000 Bond #: FX - 103320328

Surety Co: 31194 - TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Bond Information

Bond Amount: $10,000 Bond #: FX - U 75 21 99

Surety Co: 24473 - UNITED PACIFIC INSURANCE COMPANY

Bond Information

Bond Amount: $10,000 Bond #: SP - 6091956

Surety Co: 24740 - SAFECO INSURANCE COMPANY OF AMERICA

Bond Information

Bond Amount: $50,000 Bond #: SL - 6091936

Surety Co: 24740 - SAFECO INSURANCE COMPANY OF AMERICA

Company Appointments

This licensee is authorized to transact on behalf of the following insurers:

ACCESS INSURANCE COMPANY	For: Casualty Broker-Agent	Effective: 06/12/1989
ACCESS INSURANCE COMPANY	For: Property Broker-Agent	Effective: 06/12/1989
ACE AMERICAN INSURANCE COMPANY	For: Accident and Health	Effective: 02/17/2010
ACE AMERICAN INSURANCE COMPANY	For: Casualty Broker-Agent	Effective: 11/06/1984
ACE AMERICAN INSURANCE COMPANY	For: Disability Only	Effective: 10/03/1979
ACE AMERICAN INSURANCE COMPANY	For: Property Broker-Agent	Effective: 11/06/1984

	For: Property Broker-Agent	
LIBERTY MUTUAL FIRE INSURANCE COMPANY	For: Accident and Health	Effective: 07/28/2003
LIBERTY MUTUAL FIRE INSURANCE COMPANY	For: Casualty Broker-Agent	Effective: 07/28/2003
LIBERTY MUTUAL FIRE INSURANCE COMPANY	For: Property Broker-Agent	Effective: 07/28/2003
LIBERTY MUTUAL INSURANCE COMPANY	For: Accident and Health	Effective: 12/06/1994
LIBERTY MUTUAL INSURANCE COMPANY	For: Casualty Broker-Agent	Effective: 12/06/1994
LIBERTY MUTUAL INSURANCE COMPANY	For: Property Broker-Agent	Effective: 12/06/1994
LIBERTY NORTHWEST INSURANCE CORPORATION	For: Casualty Broker-Agent	Effective: 10/01/2008
LIBERTY NORTHWEST INSURANCE CORPORATION	For: Property Broker-Agent	Effective: 10/01/2008
LIFE INSURANCE COMPANY OF NORTH AMERICA	For: Accident and Health	Effective: 11/06/1987
LIFE INSURANCE COMPANY OF NORTH AMERICA	For: Life-Only	Effective: 11/06/1987
LINCOLN NATIONAL LIFE INSURANCE COMPANY (THE)	For: Accident and Health	Effective: 03/08/2005
LINCOLN NATIONAL LIFE INSURANCE COMPANY (THE)	For: Life-Only	Effective: 03/08/2005
LM INSURANCE CORPORATION	For: Accident and Health	Effective: 12/06/1994
LM INSURANCE CORPORATION	For: Casualty Broker-Agent	Effective: 12/06/1994
LM INSURANCE CORPORATION	For: Property Broker-Agent	Effective: 12/06/1994
MANHATTAN LIFE INSURANCE COMPANY (THE)	For: Accident and Health	Effective: 01/06/1984
MANHATTAN LIFE INSURANCE COMPANY (THE)	For: Life-Only	Effective: 01/06/1984
MANUFACTURERS LIFE INSURANCE COMPANY OF AMERICA (THE)	For: Accident and Health	Effective: 03/15/1989
MANUFACTURERS LIFE INSURANCE COMPANY OF AMERICA (THE)	For: Life-Only	Effective: 03/15/1989

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: _____ Engineering Estimate: _____
Contractor: _____ Phone: _____
Address: _____ 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 Haulers & Facilities

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

Certified Mixed C&D Facilities

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

Franchised Haulers

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

Recyclers*

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

Recovery Stations & Landfills

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

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

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

C&D Debris Waste Log

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

Project address: _____

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

Date	Hauler	Material	Destination	Amount

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

City of
SACRAMENTO
Department of Public Works

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:	**State Route 99 / Elkhorn Boulevard Improvments Project**
CONTRACTOR: *(per agreement)*	
REMITTANCE ADDRESS:	
PHONE NUMBER: ( )	
INVOICE NO.:	**T15116400-**
CITY PROJECT NUMBER:	**T15116400**
PERIOD ENDING DATE:	

ORIGINAL CONTRACT AMOUNT:	$3,000.00
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:	$3,000.00
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

SCHEDULE OF VALUES

V4 - temp 5%

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

PROJECT NAME: State Route 99 / Elkhorn Boulevard Improvments Project
CITY PROJECT NUMBER: T15116400
CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:
PHONE NUMBER: ( )
INVOICE NUMBER: T15116400-

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

Payment No.
Work Performed Thru
Days Expended on Contract

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Clearing & Grubbing	1	LS									1.00	
2	Roadway Excavation and Grading	6,400	CUYD									6,400.00	
3	Import Borrow to Place	790	CUYD									790.00	
4	Geogrid Material to Place	60	SQYD									60.00	
5	Pavement Keycutting	445	LF									445.00	
6	Planed Pavement Conforms	783	SQYD									783.00	
7	Asphalt Concrete Overlay to Place	2,040	TON									2,040.00	
8	Shoulder Backing to Place	50	CUYD									50.00	
9	Aggregate Base Class 2 to Place	1,550	CUYD									1,550.00	
10	Aggregate Subase Class 2 to Place	4,190	CUYD									4,190.00	
11	Asphalt Concrete (3/4") Pavement to Place	2,240	TON									2,240.00	
12	3 1/2" PCC Sidewalk to Construct	744	SQFT									744.00	
13	Curb and Gutter Type 2 to Construct	95	LF									95.00	
14	Curb and Gutter Type A2-6 to Construct	40	LF									40.00	
15	Curb Type A1-6 to Construct	170	LF									170.00	
16	Curb Type A1-8 to Construct	135	LF									135.00	
17	Truncated Domes on New Ramps (36" X 48")	10	EA									10.00	
18	Asphalt Concrete Dike to Place	55	LF									55.00	
19	Asphalt Concrete (Miscellaneous Areas) to Place	305	SQFT									305.00	
20	Existing Maintenance Hole to Remove	2	EA									2.00	
21	Maintenance Hole to Adjust to Grade	4	EA									4.00	
22	Stormdrain Pipe to Remove	9	LF									9.00	
23	Stormdrain Pipe to Abandon	105	LF									105.00	
24	15" CSP to Construct	13	LF									13.00	
25	18" RCP to Construct	17	LF									17.00	
26	Ditch Box to Construct	3	EA									3.00	
27	Concrete Survey Monument to Consruct	1	EA									1.00	
28	Water Curb Stop to Relocate	1	EA									1.00	
29	Water Sampler/Pressure Recorder Cabinet to Relocate	1	EA									1.00	

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		Current Work Completed		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
		Sum of all Change Orders			$0.00	"Total Work to Date" From Previous Pay Request		This Estimate (current work)		Total Work to Date		Balancing Total of Adjusted Contract	$3,000.00
		CCO Adjusted Contract Amount (Original + Change Orders)			$3,000.00	Retention Withheld From Previous Pay Request		This Retention (current work) (5%)		Retention Withheld to Date			
		Partial Retention Release (Prior approval is needed before proceeding with partial rention release)				"Retention Released to Date" From Previous Pay Request		Current Retention Release		Retention Released to Date			
						"Total Paid To Date" from Previous Pay Request		This Payment		Total Paid to Date		Supervisor Approval (Print & Sign)	

	Contractor Entered Data
	PM Entered Data

DEPARTMENT OF TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I St, RM 2000

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: State Route 99 / Elkhorn Blvd. Improvements Project (between State Route 99 and East Commerce Way) (PN: T15116400)

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

City of SACRAMENTO
Department of Public Works

WORKER'S COMPENSATION CERTIFICATION

State Route 99 / Elkhorn Blvd. Improvements Project
(between State Route 99 and East Commerce Way)
(PN: T15116400)

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: 7/10/13

Contractor A.Teichert & Son Inc. dba Teichert Construction

By X Gary A Johns
Signature
Gary A. Johns, Vice President &
Manager Construction Estimating

(Rev. 5-6-91)

TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2012/13

EQUIPMENT

NOTE: *Equipment Rates Include Markup But Are 'Bare' - No Labor Is Included (see below)*
Additional Equipment surcharges may apply when rental costs exceed rates listed below.
Rates Do NOT Include Extra Charge For Working In Rock Conditions

			Rate Per Hour
PICKUPS	(Rates Include consumables and minor tools)		
ABF	Explorer 4wd, F150 4wd		14.00
ACA	F150 2wd 1/2 Ton Pickup		15.00
ACB	F250 & F350 Pickup		17.00
ACD	F350 2wd Pickup w/Utility Body		25.00
ACE	F550 Crew Truck & Cone Truck		25.00
ACF	F250 & F350 4wd Pickup		20.00
ACG	E450 TV Van Truck		24.00
ACH	F550 w/Utility Body Mechanics & Plumbers		26.00
DISCS			
DGH	Disc - Heavy Duty		79.00
PAVERS & TRIMMERS			
FBD	Asphalt Pavers, Cedarapids CR552		192.00
FCA	Gomaco Curb & Gutter Paver GT6300		213.00
FCB	Gomaco Curb & Gutter Paver GT3600		199.00
LCB	Pickup Machine, Lincoln 660H		76.00
TRACTORS / BACKHOES / LOADERS			
LBC	Loader, Scraper JD 210LJ & Case 570MXT		46.00
LBD	Loader, Backhoe JD 710G		67.00
LBF	Loader, Backhoe JD 410G		54.00
LBG	Loader, Volvo L90E		86.00
LBK	Loader, Cat 992D & Komatsu WA900		231.00
LBM	Loader, Volvo L120		92.00
LBO*	Loader, Cat 988, Komatsu WA600		147.00 *
	**When working in rock add per hour*	*20.00*	
LBP*	Loader, Volvo L150, Komatsu WA450		113.00 *
	**When working in rock add per hour*	*12.00*	
LBS	Skid Steer, Cat 246C		38.00
LBT*	Loader, Komatsu WA500		106.00 *
	**When working in rock add per hour*	*16.00*	
LTC	Loader, Cat 963		86.00

Rates effective from July 2012 through June 2013.
Teichert reserves the right to modify this schedule at any time. Teichert reserves the right to impose a fuel surcharge.
TM RATES 12-13.xls - Rev 07/01/12

TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2012/13

EQUIPMENT

NOTE: *Equipment Rates Include Markup But Are 'Bare' - No Labor Is Included (see below)*
Additional Equipment surcharges may apply when rental costs exceed rates listed below.
Rates Do NOT Include Extra Charge For Working In Rock Conditions

			Rate Per Hour
MOTOR GRADERS (Blades)			
MHD*	Motor Grader, Cat 140G/12F		96.00 *
	**When working in rock add per hour*	*15.00*	
MHF*	Motor Grader, Cat 163H		118.00 *
	**When working in rock add per hour*	*20.00*	
MHG*	Motor Grader, Cat 14H		118.00 *
	**When working in rock add per hour*	*20.00*	
MHL*	Motor Grader, Cat 16H		139.00 *
	**When working in rock add per hour*	*30.00*	
ROLLERS/COMPACTORS			
RBH	Roller, Pneumatic, 10 Ton, IR PT125R		64.00
RBJ	Roller, Pneumatic, 30 Ton, IR PT240R		81.00
RCF	Roller, Tandem, 8-12 Ton, Hyster C350D		49.00
RKA*	Compactor, Cat 815F		128.00 *
	**When working in rock add per hour*	*20.00*	
RKB*	Compactor, Cat 825		182.00 *
	**When working in rock add per hour*	*30.00*	
RVC	Roller, Vibratory, Cat CB224E, CB24, CB32		49.00
RVD	Roller, Vibratory, IR DD110, DD118, Cat CB534D		80.00
RVL	Roller, Vibratory Smooth Drum, IR SD122SD		86.00
RVN	Roller, Vibratory Pad Drum, IR SD122PD		96.00
RVO	Roller, Vibratory Pad Drum, 66" Roller		70.00
EXCAVATORS			
SGD*	Excavator, Komatsu PC200		86.00 *
	**When working in rock add per hour*	*10.00*	
SGE*	Excavator, Komatsu PC220		107.00 *
	**When working in rock add per hour*	*10.00*	
SGF*	Excavator, Komatsu PC300		128.00 *
	**When working in rock add per hour*	*12.00*	
SGN*	Excavator, Komatsu PC400		160.00 *
	**When working in rock add per hour*	*15.00*	
SGO*	Excavator, Komatsu PC600		192.00 *
	**When working in rock add per hour*	*15.00*	
SGP*	Excavator, Komatsu PC750, PC800		288.00 *
	**When working in rock add per hour*	*20.00*	

TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2012/13

EQUIPMENT

NOTE: *Equipment Rates Include Markup But Are 'Bare' - No Labor Is Included (see below)*
Additional Equipment surcharges may apply when rental costs exceed rates listed below.
Rates Do NOT Include Extra Charge For Working In Rock Conditions

			Rate Per Hour
TOW-BEHIND TAMPERS			
TBD	Sheepsfoot- 4 X 4		22.00
TBE	Sheepsfoot- 5 X 5		27.00
DOZERS			
TDC	Crawler, Cat D5KXL		96.00
TDD*	Crawler, Cat D6R		157.00 *
	**When working in rock add per hour*	*10.00*	
TDM*	Crawler, Cat D8R, D8T		208.00 *
	**When working in rock add per hour*	*15.00*	
TDO*	Crawler, Cat D9R		234.00 *
	**When working in rock add per hour*	*20.00*	
TDJ*	Crawler, Cat D10R, D10T or Later		288.00 *
	**When working in rock add per hour*	*20.00*	
SCRAPERS			
TED	Tractor, Wheel w/ Rotoboom		64.00
TEM*	Tractor, JD w/ Scraper or Disc		160.00 *
	**When working in rock add per hour*	*15.00*	
TEG*	Scraper, Open Bowl, Cat 615		170.00 *
	**When working in rock add per hour*	*15.00*	
TEF*	Scraper, Open Bowl, Cat 631E		219.00 *
	**When working in rock add per hour*	*15.00*	
TEH*	Scraper, Open Bowl, Cat 651E		266.00 *
	**When working in rock add per hour*	*15.00*	
TEQ*	Scraper, Open Bowl, Cat 637G		293.00 *
	**When working in rock add per hour*	*15.00*	
TEL*	Water Pull, 8000 Gal, Cat 623		150.00 *
	**When working in rock add per hour*	*15.00*	
TET*	Scraper, Elevating Cat 613C		133.00 *
	**When working in rock add per hour*	*20.00*	
TEN*	Scraper, Elevating Cat 623G		213.00 *
	**When working in rock add per hour*	*20.00*	
TEW*	Scraper, Elevating Cat 633, MES34		245.00 *
	**When working in rock add per hour*	*20.00*	

TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2012/13

EQUIPMENT

NOTE: *Equipment Rates Include Markup But Are 'Bare' - No Labor Is Included (see below)*
Additional Equipment surcharges may apply when rental costs exceed rates listed below.
Rates Do NOT Include Extra Charge For Working In Rock Conditions

			Rate Per Hour
TRENCHERS			
TOC	JETCO Wheel		193.00
TRUCKS - TEICHERT OWNED			
TRA	Truck, Attenuator Ford F-650		32.00
TRB	Truck, Mechanic Kenworth T300		34.00
TRC	Truck, HD Flatrack, Includes Tiltbed Trailer		46.00
TRD	Truck, Flatrack		49.00
TRE	Truck, HD Flatrack w/Knuckleboom Crane		59.00
TRH	Truck, Hydralift, Kenworth T800		76.00
TRJ	Truck, Lube & Fuel, Kenworth T-800		54.00
TRK	Truck, 10-Wheel Dump, Kenworth T-800		51.00
TRL	Truck, Water, Kenworth T300		49.00
TRO	Tractor, 3-Axle & End Dump Trailer		53.00
TRQ	Tractor, Transport, Kenworth T800 & Lowbed		65.00
TRS	Truck, Sweeper		87.00
TRU*	Truck, Articulated Dump, Komatsu HM350		168.00 *
	**When working in rock add per hour*	*15.00*	
TRV	Vacuum Truck		165.00

Rates effective from July 2012 through June 2013.
Teichert reserves the right to modify this schedule at any time. Teichert reserves the right to impose a fuel surcharge.
TM RATES 12-13.xls - Rev 07/01/12

TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2012/13

LABOR (Northern California Rates)

NOTE: *Labor Rates Include Markup*

	REGULAR TIME	OVER TIME	DOUBLE TIME
FOREMEN	**94.00**	**120.00**	**147.00**
Operating Engineer Foremen			
Labor Foremen			
Carpenter Foremen			
Cement Mason Foremen			
Plumber Foremen			
OPERATOR - Class1	**92.00**	**116.00**	**142.00**
Motor Grader (Blade)			
Excavator			
Cranes			
OPERATOR - Class 2	**90.00**	**113.00**	**138.00**
Loader			
Dozer			
Gradesetter			
Asphalt Paver			
Tractor w/ Scraper			
Finish Roller (Asphalt)			
Backhoe			
Scraper			
Mechanic			
Compactor			
Trencher			
OPERATOR - Class 3	**88.00**	**110.00**	**134.00**
Apprentice			
Concrete Paver/Trimmer			
Hydralift			
Surveyor/Chainman/Rodman			
Screedman			
Chip Spreader			
Roller (non-Asphalt)			
Oiler			
LABORERS	**66.00**	**84.00**	**104.00**
CARPENTER	**87.00**	**110.00**	**135.00**
CEMENT MASON	**75.00**	**95.00**	**116.00**
TEAMSTER (DRIVERS)	**73.00**	**94.00**	**115.00**
PLUMBER	**68.00**	**88.00**	**110.00**

Rates effective from July 2012 through June 2013.
Teichert reserves the right to modify this schedule at any time. Teichert reserves the right to impose a fuel surcharge.
TM RATES 12-13.xls - Rev 07/01/12

TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2012/13

SMALL TOOLS

Additional Equipment surcharges may apply when rental costs exceed rates listed below.

		Rate Per Day
SMALL TOOLS & MISCELLANEOUS *(Mark-up Included)*		
ATA	Air Tampers	58.00
BBL	Blowers	54.00
BEH	Bobcat Broom	192.00
CBC	Compressors < 125 cfm	76.00
CBE	Compressors >125 cfm	133.00
CBA	Concrete Vibrator	76.00
CSA	Chain Saw	70.00
CMS	Mesage Board	197.00
FAU	Flashing Arrow Board	96.00
FCC	Concrete Saw	54.00
FFC	Concrete Walk Behind	96.00
GAA	Generator < 25 KW	137.00
GAA	Generator > 25 KW	224.00
LAS-LEV	Laser & Receiver	86.00
LBC	Bobcat	314.00
LTO	Light Towers	101.00
LTB	Self Propelled Broom	234.00
MEH	Mortar Mixer	96.00
MHB	Manhole Blower	383.00
OAK	Bitch Pot	128.00
PBA	Breakers	59.00
PGW	Cutoff Saw	86.00
PLC	Small Pump	32.00
PLC	Pumps	70.00
RVB	Vibratory Plate	93.00
SAW	Multi Purpose Saw	49.00
TAT	Water Trailer	123.00
UAC	Forklift	569.00
	Barricades	1.00
	Cones/Delineators	0.50
	Signs/Stands (set)	5.00
GPS Equipment		
	Base Station	100.00
	Survey Rover	120.00
	Machine Rover	200.00

Rates effective from July 2012 through June 2013.
Teichert reserves the right to modify this schedule at any time. Teichert reserves the right to impose a fuel surcharge.
TM RATES 12-13.xls - Rev 07/01/12

TEICHERT CONSTRUCTION

TIME & MATERIAL RATES

2012/13

TRUCKING PRICES

Trucking Pricing Valid for North Region Only
Pricing includes Markup

Trucking Service	**$ per Hour**
Bottom Dumps	110.00
End Dumps	110.00
Transfers	110.00
10 Wheelers	110.00

Rates effective from July 2012 through June 2013.
Teichert reserves the right to modify this schedule at any time. Teichert reserves the right to impose a fuel surcharge.
TM RATES 12-13.xls - Rev 07/01/12

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2013

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

Willis Insurance Services of California, Inc.
c/o 26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535-100
INSURER B: American Guarantee and Liability Insuranc	26247-100
INSURER C: Self Insured State Cert. #1867	N2305-200
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Teichert Construction
4401 Duluth Ave
Rocklin, CA 95765

COVERAGES **CERTIFICATE NUMBER:** 20097747 **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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		GLO3437182-11	4/1/2013	4/1/2014	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
	X XCU COVERAGE INCL						PERSONAL & ADV INJURY	$ 2,000,000
	X BFPD, CONTRACT						GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	POLICY X PRO-JECT X LOC							$
A	AUTOMOBILE LIABILITY	Y		BAP3437183-11	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY(Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY(Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CEO3437184-11	4/1/2013	4/1/2014	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		STATE CERT# 1867	4/1/2013	4/1/2014	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Excess Workers Comp		Y	EWS5345068-08	4/1/2013	4/1/2014	Statutory Limits	

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

RE: State Route 99/Elkhorn Blvd Improvement Project (PN:T15116400) (Teichert #1701123)

City of Sacramento, its officials, employees & volunteers are included as Additional Insureds as respects to General Liability and Automobile Liability, but solely in regards to work being performed by or on behalf of the Named Insured in connection with the job described herein.

It is understood and agreed that this insurance is primary and any other insurance maintained by the additional insured shall be excess only and not contributing with this insurance.

CERTIFICATE HOLDER

City of Sacramento
915 I Street, Room 2000
Sacramento, CA 95814-2700

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

Coll:4149251 Tpl:1617141 Cert:20097747 © 1988-2010 ACORD CORPORATION. All rights reserved.
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AGENCY CUSTOMER ID: 629045

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Insurance Services of California, Inc.		Teichert Construction 4401 Duluth Ave Rocklin, CA 95765
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies as respects Excess Workers Compensation per endorsement attached as permitted by law.

ACORD 101 (2008/01) Coll:4149251 Tpl:1617141 Cert:20097747 © 2008 ACORD CORPORATION. All rights reserved.
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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO3437182-11	**4/1/2014**	**4/1/2013**			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Teichert Construction

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. **Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf; and resulting directly from:

a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or

b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to any additional insured person or organization:

a. That is not provided to you in this policy; or

b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

a. The Limits of Insurance provided to you in this policy; or

b. The Limits of Insurance you are required to provide in the written contract or written agreement.

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D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph **4.a.** of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

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POLICY NUMBER: BAP3437183-11

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective 4/1/2013	Countersigned By:
Named Insured: Teichert Construction	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): **City of Sacramento, its officials, employees & volunteers**

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

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

Waiver of Subrogation Endorsement

ZURICH

Excess Insurance Policy for Self-Insurer

Of Workers Compensation and Employers Liability

Insured:	Endorsement No.:
Teichert Construction	
Policy No.:	Effective Date of this Endorsement:
EWS5345068-08	April 1, 2013

This policy is changed to provide:

CONDITION F – SUBROGATION – RECOVERY FROM OTHERS – GIVES US THE RIGHT TO RECOVER ALL PAYMENTS WHICH WE HAVE MADE TO YOU FROM ANYONE LIABLE FOR LOSS. WE AGREE TO WAIVE THIS RIGHT BUT ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT WHICH REQUIRE YOU TO OBTAIN THIS AGREEMENT.

Project:

Countersigned: _____

Authorized Signature

U-EW-117-A-CW (10/93)

Notification to Others of Cancellation or Nonrenewal

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP3437183-11	4/1/2013	4/1/2014				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of Sacramento, its officials, employees & volunteers	

All other terms and conditions of this policy remain unchanged.

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Notification to Others of Cancellation or Nonrenewal

ZURICH®

U

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3437182-11	4/1/2013	4/1/2014				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
City of Sacramento, its officials, employees & volunteers	

All other terms and conditions of this policy remain unchanged.

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NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of Sacramento, its officials, employees & volunteers	

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2013 Policy No. EWS5345068-08 Endorsement No.
Insured Teichert Construction Premium $

Insurance Company

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YEAR **2012**

Withholding Exemption Certificate

(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.)

CALIFORNIA FORM **590**

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

Withholding agent's name

Payee's name: A. Teichert & Son Inc.

Payee's ☐ SOS file no. ☑ CA corp. no. ☐ FEIN ☐ SSN or ITIN

Address (number and street, PO Box, or PMB no.): 3500 American River Drive

Apt. no./ Ste. no.:

City: Sacramento

State: C A

ZIP Code: 9 5 8 6 4

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) Gary A. Johns, Vice President Daytime telephone no. (916) 484-3011

Payee's signature ▶ X Gary A Johns Date 7/10/13

For Privacy Notice, get form FTB 1131.

7061123

Form 590 C2 2011

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
A. Teichert & Son Inc. dba Teichert Construction

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
4401 Duluth Avenue

City, state, and ZIP code
Rocklin CA 95765

Requester's name and address (optional)
City of Sacramento
915 I Street, Room 2000
Sacramento CA 95814

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
6 8 - 0 1 7 4 2 4 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ X Gary A Johns Gary A. Johns, Vice President Date ▶ 7/10/13

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

MUST BE POSTED IN CONSPICUOUS PLACE

CITY OF SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

100870

100870

		FROM Mo. Day Yr	TO Mo Day Yr.
Business Name	TEICHERT CONSTRUCTION		
Business Address	3500 AMERICAN RIVER DR		
Owner	- A. TEICHERT & SON, INC	01/01/2013	12/31/2013
Type of Business	CONSTRUCTION CONTRACTOR		
Tax Classification	401		Expires

CITY OF SACRAMENTO

DEC 21 2012

VOID IF NOT VALIDATED

PAID

TEICHERT CONSTRUCTION
TAX DEPT
PO BOX 15002
SACRAMENTO, CA 95851

TOTAL PAID $5,001.00

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

SPECIAL PROVISIONS

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(between State Route 99 and East Commerce Way)
(PN: T15116400)

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1.3 ORDER OF WORK

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

The first order of work shall be to place the order for the electrical equipment, and any other long lead time items. The Engineer shall be furnished a statement from the vendor that the order for the electrical equipment has been received and accepted by the vendor.

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

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

1.4 COMPLETION TIME

The time limit for the completion of all items of work is sixty (60)_working days, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor shall pay a sum in the amount of NINE HUNDRED TEN DOLLARS ($910.00) as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of sixty (60) working days.

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

1.5 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to

1.9 EQUIPMENT TO BE SUPPLIED

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

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

State-furnished equipment:
- A Model 332 controller cabinet, detector sensor units, and load switches without a controller unit
- A battery backup system including:
  - Inverter/charger unit
  - Power transfer relay
  - Manually-operated bypass switch
  - Battery harness
  - Utility interconnect wires
  - Battery temperature probe
  - Relay contact wires

The State will not furnish the cabinet or batteries for the battery backup system.

The Contractor shall pick up the State-furnished equipment at the Caltrans Maintenance Yard at 11325 Sanders Drive, Rancho Cordova, CA 95742. At least 72 hours before you pick up the materials, inform David A. Gamboa at (916) 263-4911 what you will pick up and when you will pick it up.

City-furnished equipment:

- Traffic signal standards, as specified on the plans
- Video detection system

See section 2.23 of these special provisions for additional information.

1.10 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

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

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

- Sacramento Municipal Utility District (SMUD)
  Contractor shall contact Darren Hanson, SMUD, at (916) 732-5221, at least 2 months before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.

- Pacific Gas and Electric (PG&E)
  Contractor shall contact Don Hendricks, PG&E, at (916) 386-5277 at least 7 calendar days before start of construction.

- Surewest
  Contractor shall notify Gretchen Hildebrand, Surewest, at (916) 786-1513 at least 7 calendar days before start of construction.

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

1.12 PROJECT SCHEDULING

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

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

1.13 PROTECTION OF EXISTING IMPROVEMENTS

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

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

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

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

The plans shall be developed with the following requirements:

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

2. Weekend work from 8:30 am to 5:30 pm within City/County right of way may be approved by the Engineer. For State right of way, see lane closure charts.

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

4. Elkhorn Boulevard shall remain open to thru traffic throughout the duration of the project.

   Within City/County right of way, no street or lane shall be closed prior to 8:30 A.M. and all streets and lanes shall be open to traffic by 3:30 P.M. for all traffic impacting activities, including resurfacing operations. If the traffic impacting activity involves resurfacing, the Contractor shall stop the resurfacing operation by 1:30 P.M. to allow for curing time, so that the street can be open to traffic by 3:30 P.M. unless otherwise approved by the Engineer. However, the Engineer has the right to stop a resurfacing operation prior to 1:30 P.M. if he/she deems necessary. The Contractor shall pay an administrative penalty of $500 per each day and each street that is not open to all existing lanes of traffic by 3:30 P.M.

   For requirements within State right of way including the northbound on- and off-ramp, see lane closure charts as follows:

Chart no. 3
Complete Ramp Closure Hours

County: Sacramento	Route/Direction: 99/Northbound	PM: 33.14

Closure limits: NB on/off-ramp to Elkhorn Blvd

From hour to hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	C	C	C	C	C	C	C	C	C	C	C	C									C	C	C	C	
Fridays	C	C	C	C	C	C	C	C	C	C	C	C									C	C	C	C	
Saturdays	C	C	C	C	C	C	C	C	C	C	C	C								C	C	C	C	C	
Sundays	C	C	C	C	C	C	C	C	C	C	C	C						C	C	C	C	C	C	C	

Legend:

C	Ramp may be closed completely
	Work allowed within the highway where shoulder or lane closure is not required

REMARKS:

1. When ramp is closed, public traffic shall be detoured in accordance with traffic handling plans.
2. Only one ramp may be closed at a time.
3. See Chart 4 - Lane Closure Restriction for Designated Legal Holidays for additional closure restrictions.

7. Residential driveways may only be closed after giving property owners 24 hour notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.

8. Commercial driveways shall remain open at all times. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners' 5 calendar days in advance.

9. 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

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

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

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

1.19 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

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

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

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

All substitutions are subject to the approval of the Engineer.

1.20 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 the Standard

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.

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, Duane Goosen, (916) 808-4996 and obtain, for this project, a permit for tree trimming within the City.

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 of waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

1.27 PERMITS AND STAGING AREA

If the Contractor decides he/she needs additional working easement areas, work sites or material sites to facilitate his operation, it shall be his sole responsibility to locate, negotiate, obtain and pay for such additional working easements, work sites and material sites.

3. SWPPP review requirements have been fulfilled. If the RWQCB requires time for SWPPP review, allow 30 days for the RWQCB to review the SWPPP as specified under "Submittals" of these special provisions.

This project is Risk Level 2.

1.28.1.2 Definitions and Abbreviations

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

BMPs: Best Management Practices are water pollution control practices.

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

CSMP: Construction Site Monitoring Program.

NAL: Numeric Action Level.

NEL: Numeric Effluent Limit.

NPDES: National Pollutant Discharge Elimination System.

NOI: Notice of Intent.

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

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

QSD: Qualified SWPPP Developer.

QSP: Qualified SWPPP Practitioner.

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

REAP: Rain Event Action Plan.

RWQCB: Regional Water Quality Control Board.

SAP: Sampling and Analysis Plan.

SSC: Suspended Sediment Concentration.

SWRCB: State Water Resources Control Board.

SWPPP: Storm Water Pollution Prevention Plan.

WDID: Waste Discharge Identification Number.

WPC: Water Pollution Control.

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

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

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

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

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

Employees must receive initial WPC training before working on the job site.
Conduct weekly training meetings covering:

1. WPC BMP deficiencies and corrective actions
2. BMPs that are required for work activities during the week
3. Spill prevention and control
4. Material delivery, storage, use, and disposal
5. Waste management
6. Non-storm water management procedures

Training for personnel to collect water quality samples must include:

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

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

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate

2. Certification described in the Permit

At the job site, the WPC Manager must:

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

WPC Manager must oversee:

1. Inspections of WPC practices identified in the SWPPP
2. Inspections and reports for visual monitoring
3. Preparation and implementation of REAPs
4. Sampling and analysis
5. Preparation and submittal of:

    5.1. NAL exceedance reports
    5.2. SWPPP annual certification
    5.3. Annual reports
    5.4. BMP status reports

1.28.1.5 Construction Site Monitoring Program (CSMP)

1.28.1.5.1 General

The QSD must prepare a CSMP as part of the SWPPP. The CSMP must be developed before starting work and be revised to reflect current construction activities as necessary.
The CSMP must include sections for the project risk level as follows:

2. For risk level 2:

    2.1. Visual Monitoring
    2.2. SAP for Non-Visible Pollutants
    2.3. SAP for sediment and turbidity
    2.4. SAP for pH

1.28.1.5.2 Visual Monitoring

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

1.28.1.6 Sampling and Analysis Plan (SAP)

1.28.1.6.1 General

Include a SAP in the CSMP to monitor the effectiveness of WPC practices.
The SAP must comply with the Preparation Manual.
Assign trained personnel to collect water quality samples. Document their training in the SAP.
Describe the following water quality sampling procedures in the SAP:

1. Sampling equipment
2. Sample preparation
3. Collection
4. Field measurement methods
5. Analytical methods
6. Quality assurance and quality control
7. Sample preservation and labeling
8. Collection documentation
9. Sample shipping
10. Chain of custody
11. Data management and reporting
12. Precautions from the construction site health and safety plan
13. Laboratory selection and certifications

Whenever assigned field personnel take samples, comply with the equipment manufacturer's recommendation for collection, analysis methods, and equipment calibration.
Samples taken for laboratory analysis must follow water quality sampling procedures and be analyzed by a State-certified laboratory under 40 CFR Part 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants."
The SAP must identify the State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method. For a list of State-certified laboratories, go to:

http://www.cdph.ca.gov/certlic/labs/Pages/ELAP.aspx

Include procedure for sample collection during precipitation.
Retain water quality sampling documentation and analytical results with the SWPPP at the job site.
Show pollutant sampling locations on SWPPP drawings.
If discharges or sampling locations change because of changed work activities or knowledge of site conditions, amend the SAP.
The project is risk level 2, therefore include procedures for collecting and analyzing at least 3 samples for each day of each qualifying rain event. Describe the collection of effluent samples at all locations where the storm water is discharged off-site.

4. Applied soil amendments, including soil stabilization materials that could change pH levels or contribute toxic pollutants to storm water runoff and discharge pollutants to surface waters or drainage system, unless available independent test data indicates acceptable concentrations of non-visible pollutants in the soil amendment
5. Storm water runoff from an area contaminated by historical usage of the site that could discharge pollutants to surface waters or drainage systems

The SAP must provide sampling procedures and schedule for:

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

The SAP must identify locations for sampling downstream and control samples, and reasons for selecting those locations. Select control sample locations where the sample will not come in contact with materials, waste, or areas associated with potential non-visible pollutants or disturbed soil areas.

1.28.1.6.4 SAP for Sediment and Turbidity

The project is risk level 2, therefore sample and analyze for turbidity:

Parameter	Test Method	Detection Limit (Min)	Unit
Turbidity	Field test with calibrated portable instrument	1	NTU

1.28.1.6.5 SAP for pH

The project is risk level 2, therefore sample and analyze for pH:

Parameter	Test Method	Detection Limit (Min)	Unit
pH	Field test with calibrated portable instrument	0.2	pH units

1.28.1.7 Rain Event Action Plan (REAP)

REAP work includes preparing and submitting REAP forms and monitoring weather forecasts. The WPC Manager must submit a REAP to protect the job site at least 48 hours before a predicted rain event.

Prepare a REAP when the National Weather Service is predicting at least a 50 percent probability of precipitation within 72 hours.
For the REAP, use approved forms and include:

IMPLEMENTATION REQUIREMENTS

1.28.1.8 SWPPP Implementation

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

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

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

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

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting the deficiency from payment.
Continue SWPPP implementation during any temporary suspension of work activities.
Install WPC practices within 15 days or before predicted precipitation, whichever occurs first.

1.28.1.9 Numeric Action Levels (NALs)

The project is risk level 2, it is subject to NALs:

Parameter	Test Method	Detection Limit (Min)	Unit	Numeric Action Level
pH	Field test with calibrated portable instrument	0.2	pH units	Lower NAL = 6.5 Upper NAL = 8.5
Turbidity	Field test with calibrated portable instrument	1	NTU	250 NTU

1.28.1.10 Storm Water Sampling and Analysis Day

Storm Water Sampling and Analysis Day work includes preparation, collection, analysis, and reporting of storm water samples non-visible pollutants. If the project is risk level 2 or risk level 3, and there is a qualified rain event that produces runoff, comply with the project's SAP for preparation, collection, analysis, and reporting of storm water samples. Collect:

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

Perform sample collection during:

3.2. Analytical methods, reporting units, detections limits for analytical parameters
3.3. Summary of corrective actions
3.4. Identification of corrective actions or compliance activities that were not implemented
3.5. Summary of violations
3.6. Names of individuals performing storm water inspections and sampling
3.7. Logistical information for inspections and sampling including location, date, time, and precipitation
3.8. Visual observations and sample collection records

4. Include documentation on training for:

4.1. Individuals responsible for NPDES permit compliance
4.2. Individuals responsible for BMP installation, inspection, maintenance, and repair
4.3. Individuals responsible for preparing, revising, and amending the SWPPP

1.28.1.13 NAL Exceedance Report

If the project is risk level 2 or risk level 3 and an effluent sample exceeds a NAL, notify the Engineer and submit a NAL Exceedance Report no later than 48 hours after the conclusion of the storm event. The report must:

1. Include the following field sampling results and inspections:

1.1. Analytical methods, reporting units, and detection limits
1.2. Date, location, time of sampling, visual observation and measurements
1.3. Quantity of precipitation of the storm event

2. Description of BMPs and corrective actions taken to manage NAL exceedance

Submit all sampling results to the Engineer no later than 48 hours after the conclusion of a storm event.

PAYMENT

The contract lump sum price paid for Water Pollution Control includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the CSMP and SAP, amending the SWPPP when required, inspecting water pollution control practices, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. There will be no separate payment for Water Quality Control, and the costs therefore shall be considered included in whatever items the Contractor deems appropriate.

The City pays $500 for each Rain Event Action Plan submitted. The contract unit price paid for Rain Event Action Plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparation and submittal of

Sacramento, CA 95814

Questions concerning Encroachment Permits shall be directed to:

Gary Kodani, Senior Civil Engineer
Phone: 916-875-5171
Email: kodaniga@saccounty.net

The Contractor shall pay the applicable permit fees due at the time of application. Any inspection fees shall also be the responsibility of the Contractor.

Full compensation for obtaining the Caltrans Encroachment Permit and County Encroachment Permit, including all associated permit and inspection fees, shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.

1.30 TIME BETWEEN PAVEMENT PLANING AND PLACEMENT OF ASPHALT CONCRETE OVERLAY

Roadway surfaces receiving pavement keycutting, planing or conforms shall be resurfaced within one (1) calendar day of planing operations.

Prior to 8:30 A.M. and after 3:30 P.M Monday through Friday, public traffic must have access to the number of lanes normally available on all streets unless otherwise approved.

Limits of pavement planing shall be determined by the Engineer and logged daily. The Engineer's log shall be used as the basis for determining the required overlay schedule. If the Contractor fails to complete the resurfacing within the required period, the Contractor shall pay administrative penalties of $4,000 per day for each day's delay. The City shall have the right to deduct such administrative penalties from any amount due, or that may become due to Contractor, or the amount of such penalties shall be due and collectable from the Contractor or the Contractor's Surety.

ITEMS OF THE PROPOSAL

ITEM NO. 1 - CLEARING AND GRUBBING

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

Sprinkler/irrigation system pipes and heads which interfere with proposed improvements shall be relocated to the right-of-way line as part of this item. The property owner shall be notified in writing of the relocation two (2) working days prior to its initiation. The existing

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

ITEM NO. 3 - IMPORT BORROW TO PLACE

Import borrow shall be placed as shown on the Plans and conform to Sections 14 of the Standard Specifications and these Special Provisions.

Payment shall be made at the unit price bid per cubic yard measured in place by computing the yardage between the original ground elevation and the final grades as shown on the Plans and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing import borrow as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 4 - GEOGRID MATERIAL TO PLACE

Geogrid material shall be placed where shown on the plans, or where unsuitable materials are encountered and as directed by the Engineer and shall conform to Sections 10 and 14 of the Standard Specifications.

The material Tenax, MS Series or approved equal may also be used. (www.tenax.net, Tenax Corporation, Geosynthetic Division).

Payment shall be at the unit price bid per square yard in place and shall include full compensation for all labor, materials, tools, equipments, incidentals, compacting aggregate base material or other approved material above the geogrid and for doing all work involved with placing geogrid material as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 5 - PAVEMENT KEYCUTTING

Pavement keycutting shall be done at the locations indicated on the Plans and in conformance with applicable requirements of Sections 22 and 38 of the Standard Specifications and these Special Provisions and as directed by the Engineer. Rubber-tired grinding machines will only be allowed with the Engineers permission and with the understanding that any damage done by the grinding machine to the existing asphalt pavement shall be repaired by the Contractor at his expense. Asphaltic concrete removal shall be to a minimum depth of two inches (2") adjacent to the lip and shall be tapered to the existing pavement grade over a distance of ten feet (10') minimum from the gutter lip on northbound East Commerce and fifteen feet (15') minimum from the gutter lip on southbound East Commerce.

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

6. Tack coats shall be in conformance with the requirements of Section 39 "Paint Binder (tack coat)" of the State Specifications. A tack coat shall be applied to all planed surfaces, paved surfaces to be resurfaced, vertical surfaces of existing pavements, curbs, gutters, and construction joints, and other surfaces as directed by the Engineer.

7. Tack coats shall be SS-1 asphalt emulsion unless otherwise approved. The proportion of SS-1 and water shall be 80/20, or as determined by the engineer, and shall be applied to the surface at an application rate from .02 to 0.10 gallons per square yard. Typical application rates vary from .05 gallons per square yard for smooth finished surfaces to .10 gallons per square yard for planed pavement surfaces.

8. Prior to applying tack coat, the street surface shall be swept clean by brooming or washed clean to the satisfaction of the Engineer. The length of the tack coat placed in advance of the paving operation shall be determined by the Engineer to minimized degradation of the tack coat by vehicular traffic. Under cold weather conditions, the Engineer may approve the use and application rate of viscosity grade AR-4000 or AR-8000 paving asphalt as a tack coat.

9. The material shall be brought to the site of the work in suitable vehicles so equipped that they will operate properly with the spreading equipment being used. The Engineer shall have the right to remove any vehicle from service which is not operating satisfactorily in the spreading of the material. Tarpaulins shall be provided for all trucks and shall be used whenever the Engineer may direct.

10. Asphaltic concrete shall not be placed on a wet base or subgrade, and the ambient air temperature shall be 50°F. and rising. The temperature of the mix shall not exceed 325°F. nor shall it be laid at a temperature below 260°F unless specifically authorized by the Engineer.

11. When placing an adjacent pass, asphalt concrete shall be placed when the temperature of the adjacent pass is above 120°F.

12. The nominal compacted thickness for each location is specified on the plans. The actual overlay thickness shall not vary more than one-quarter inch (1/4") from the nominal thickness specified. At gutter lips the finished grade of asphaltic concrete shall be slightly higher than the top of the lip but shall not exceed a maximum height of 1/2 "above the lip.

13. Asphaltic concrete surfacing shall be Type A, 3/4" maximum, coarse conforming to the Revised Section 39 of the State Standard Specifications issued on April 20, 2012 and included in the amendments to the State Standard Specifications. Asphalt binder to be mixed with the aggregate shall be steam-refined paving asphalt, paving grade PG 64-16. At least ten (10) days prior to the start of placement of asphalt concrete, the Contractor shall provide a job-mix formula showing conformance to the specifications. This submittal shall provide all laboratory test results for each binder content required to

18. Longitudinal paving joints shall coincide with the edges of proposed traffic lanes, except that on streets in which traffic striping tape is to be inlaid, longitudinal joints shall be constructed at a one foot (1') offset from the lane line. The Engineer may permit other patterns of placing longitudinal joints if he considers that such patterns will not adversely affect the quality of the finished product. Longitudinal joints shall not coincide with the wheel paths of traffic.

19. Spreading and compacting requirements shall be in conformance with Section 39 of the State Specifications except as noted herein. Compaction shall be subject to density testing in accordance with California Test Methods 304 and 308.

20. Contractor shall furnish a minimum of two (2) ten (10) ton steel wheel rollers and one (1) twelve (12) ton pneumatic tired roller unless otherwise approved by the Engineer. Vibratory rollers may be substituted when approved by the Engineer. At major intersections a third roller shall be used when directed by the Engineer. The initial vibrating or breakdown rolling of surface course shall be followed by additional rolling consisting of three (3) complete coverage with a pneumatic-tire roller, while the temperature of the mixture is at or above 150° F. The final rolling of surface course shall be performed with a ten (10) ton, two (2) axle tandem roller.

21. Asphalt concrete shall be compacted between a minimum of 92 percent and a maximum of 97 percent of Maximum Theoretical Density as determined by the American Society of Testing Materials (ASTM) D-2041 and in accordance with Section 22-8 of the Standard Specifications. Where the specified thickness of AC to be placed exceeds three inches (3"), or where directed by the Engineer, compaction shall be achieved in two equal lifts. Compaction around the ends of median islands shall be achieved by the use of a hand operated vibrating plate type compaction device immediately after placement of the asphaltic concrete.

22. When a straightedge twelve feet (12') long is laid on the finished surface and parallel with the center line, the surface shall not vary more than 0.01-foot from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02-foot are present when tested with a straightedge twelve feet (12') long laid in a direction transverse to the center line and extending from edge to edge of a twelve foot (12') traffic lane. Contractor shall conform to the tolerance requirements of this specification unless otherwise approved by the Engineer in writing prior to the start of work. Contractor shall request information regarding tolerances for streets having a parabolic section prior to the start of work.

23. Contractor shall place asphalt such that its finished surface is ¼ to ½ inches above the gutter lip.

24. Pavement surface shall be deemed unacceptable should the surface hold water, the pavement ravels, an uneven gradation of mix be visible, cracking occurs, or roller creases are present during rolling. Pavement shall be removed by surface planing (a minimum

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

29. For all asphalt pavement subject to acceptance testing, the lot will be paid for using the following pay factors:

In Place relative Compaction	Payment Factor
97.1% or higher (over-asphalted mix)	90%
92% – 97%	100%
89%-91.9% (marginal air voids)	85%
88.9%or less (unacceptable air voids)	Not acceptable (60% if otherwise approved)

The amount paid shall be at the unit price bid times the pay factor. For lots with average densities of 91.9% or less, the Engineer reserves the right to deem the lot as not acceptable and require the work to be removed and reconstructed. Unless otherwise approved by the Engineer, lots with average densities of less than 89% relative compaction shall be removed and reconstructed.

Payment shall be made at the unit price bid per ton of asphalt concrete placed and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in placing asphalt concrete overlay as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 8 - SHOULDER BACKING TO PLACE

This item shall consist of furnishing, placing, and compacting three-quarter inch (¾") aggregate base for shoulder backing as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 17 of the Standard Specifications. The aggregate base shall extend two feet beyond the edge of pavement. The thickness shall be consistent with the thickness of the overlay.

Payment shall be made at the unit price bid per cubic yard and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in placing shoulder backing as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 9 - AGGREGATE BASE CLASS 2 TO PLACE

Class 2 aggregate base shall be placed as shown on the Plans and conform to Sections 10 and 17 of the Standard Specifications and these Special Provisions.

This item shall include placing Class 2 aggregate base in the pavement section, shoulder area, and under the proposed curb, gutter, sidewalk and pedestrian landing areas.

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

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

ITEM NO. 13 - CURB AND GUTTER TYPE 2 TO CONSTRUCT

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

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

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

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

ITEM NO. 14 - CURB AND GUTTER TYPE A2-6 TO CONSTRUCT

Portland cement concrete curb and gutter type A2-6 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 51 of the State Standard Specifications and State Standard Plan A87A.

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

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

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing curb and gutter type A2-6 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 18 - ASPHALT CONCRETE DIKE TO PLACE

This item shall include placing and painting asphalt concrete dike as shown on the Plans and shall conform to Section 39 of the State Standard Specifications and these Special Provisions.

All exposed surfaces of asphalt concrete dike shall be painted with two coats of traffic white paint. The supply and painting of the asphalt concrete dikes shall be included in the unit prices of the various bid items and no additional compensation shall be allowed.

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

ITEM NO. 19 - ASPHALT CONCRETE (MISCELLANEOUS AREAS) TO PLACE

This item shall include placing asphalt concrete at the pedestrian landing areas and inlet apron areas as shown on the Plans and shall conform to Section 39 of the State Standard Specifications and these Special Provisions.

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

ITEM NO. 20 - EXISTING MAINTENANCE HOLE TO REMOVE

Existing maintenance hole and catch basin maintenance holes shall be removed as shown on the Plans or as directed by the Engineer.

The frame and cover shall be cleaned of all material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street - Attn: William Roberts, Drainage Superintendent (916) 808-6223 or Attention: Ward Cox, Sewer Superintendent (916) 808-6224.

The existing maintenance holes shall be disposed of away from the site of the project. Excavation shall conform to Section 14-2, Structure Excavation of the Standard Specifications. Pavement restoration shall conform to other sections of these Special Provisions.

Payment shall be at the contract unit price indicated in the proposal per each maintenance hole removed and shall include full compensation for returning the frame and cover to the Corporation Yard, disposal of the maintenance hole, and all work necessary to complete this item.

ITEM NO. 24 - 15" CSP TO CONSTRUCT

This item shall include constructing 15" CSP as shown on the Plans and shall conform to Section 26 of the Standard Specifications, Section 66 of the State Standard Specifications and these Special Provisions.

The minimum thickness for 15" CSP shall be 0.109 inches (12 gauge).

The price paid for 15" CSP shall include the hardware and coupling for the connection to any existing pipe and no additional compensation shall be allowed.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing 15" CSP as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 25 - 18" RCP TO CONSTRUCT

This item shall include constructing 18" reinforced concrete pipe (RCP) as shown on the Plans and shall conform to Section 26 of the Standard Specifications and these Special Provisions.

The price paid for 18" RCP shall include any hardware and materials necessary for the connection to any existing manhole and no additional compensation shall be allowed.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing 18" CSP as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

ITEM NO. 26 - DITCH BOX TO CONSTRUCT

This item shall include constructing the Ditch Box as shown on the Plans and shall conform to City Standard Drawing S-30 and Section 30 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, materials, tools, equipment, incidentals, excavation and for doing all work involved in constructing the ditch box inlets as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

The valve-operating nut shall be left fully exposed after all paving operations have been completed.

Utility boxes shall be covered during the paving operations and shall have locations swing tied on a map. The Contractor shall field walk the project with the Engineer to verify all utility boxes within paved areas have been adjusted to grade. The Contractor shall be assessed a $500 administrative penalty for each utility box shown on the swing tie map that is not adjusted to grade.

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

ITEM NO. 31 - STAMPED CONCRETE TO CONSTRUCT (3-1/2")

Stamped concrete (3-1/2" thick) shall be constructed where shown on the Plans.

This item shall include the Stamped Concrete treatment at the pedestrian island. The Stamped Concrete section shall consist of 3-1/2" Stamped Concrete over 4-1/2" AB Class 2. The AB Class 2 is paid for under a separate item of work. Paving work shall include deep tool joints (1" min. deep) at 13' on center maximum. Expansion joints shall be placed adjacent to all vertical surfaces.

MATERIALS:

Provide and install all Stamped Concrete Color Hardener and release agents. Color Hardener shall be regular grade and Release Agent shall be a dry powdered, colored agent used to facilitate release of the imprinting tools from concrete surface, and to provide moderate color variations to the textured surface. Provide and apply sealer. All edges of all imprinted slabs shall be left uncolored (e.g. adjacent concrete curbs).

Concrete shall have a minimum compressive strength of 3,500 psi. Portland cement shall conform to ASTM C 150 Type I, II, or V, depending on soil conditions. Install in a separate pour from the curb.

Expansion Joint Fillers: ASTM D 994; asphaltic compound strips, ½" thick unless otherwise noted, precut to proper size; on-grade slabs, walks, curbs, gutters, and similar flatwork where joints are not otherwise noted or specified.

Coloring, Imprints, Curing and Sealing Materials:

Color Hardener: The concrete shall be colored with "Brick Red" Color Hardener (Regular Grade). Pattern shall be Brick Red "6-inch square Grid" pattern, stamped perpendicular to adjacent concrete curb. See Drawings. **To be selected, will match Phase I.**

All paving shall be reinforced with 10 gauge welded wire fabric, 6" X 6" grid openings. Set fabric in center of concrete section.

Remove debris, mud and water from places to receive concrete. Verify depths of any depressed slab conditions for suitability with type and method of surfacing to be applied over the concrete.

Install various inserts, anchorages, etc., required by public and private utility companies to accommodate miscellaneous metal items and equipment furnished by them.

Concrete splash and/or grout shall be removed from surfaces that will receive finish. Provided protection of all finished surfaces so not to splash concrete on other finishes.

Place no concrete in water unless written permission form Structural Engineer has been obtained.

Maintain continuous and accurate log of placing of concrete in structure.

Notify Engineer 48 hours minimum prior to placing of any concrete.

Provide continuous inspection during the placement of concrete.

Provide reinforcement to paving as noted above.

Place, screed, and slope paving to finished grade, and floated to a uniform surface using standard finishing techniques.

Vibration and Compaction:
Concrete shall be thoroughly compacted be means of internal mechanical vibrators. Place vibrators directly in concrete at 18" to 30" intervals, for a period of approximately 5-15 seconds and withdraw slowly, or as directed, depending on the consistency of the concrete. One vibrator will be required for each location where simultaneous placing takes place, to ensure thorough vibrating of all sections. Provide sufficient spare vibrators on the job so as to have them readily available in case any vibrator in use should cease to function properly. If original spare vibrators must be used, provide additional spares. Under no condition shall vibrator be placed against reinforcing steel or attached to forms. Vibrators may not be used to transport materials.

Vibrator shall be of the flexible immersion type having frequency of not less than 7000 rpm.

Voids and rock pockets shall be eliminated; voids and rock pockets in exposed concrete may be cause to reject that portion of the Work.

Construction Joints:
Placement of construction joints and the manner in which they are provided shall be only as approved or as shown on the Drawings. Construction joints shall be as few as possible and will not be permitted simply to save forms. Submit shop drawings of construction joints showing proposed locations and details. Submit for review prior to forming or placing concrete.

Construction joints, including keys, shall be cleaned and roughed by removing entire surface and exposing clean aggregate, solidly embedded, by means of sandblasting or other approved

Payment shall be at the unit price bid per lineal feet and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing, maintaining and removing temporary fence (Type ESA) as shown on the Plans, as specified in these Special Provisions and the SWPPP, and as directed by the Engineer.

ITEM NO. 34 - TEMPORARY FIBER ROLL TO PLACE

This item shall include placing temporary fiber rolls as shown on the Plans and in the SWPPP and shall conform to Section 16 of the Standard Specifications and these Special Provisions, and shall be in accordance with City Standard Drawing Q-40.

Payment shall be at the unit price bid per lineal feet and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing, maintain and removing temporary fiber rolls as shown on the Plans, as specified in these Special Provisions and the SWPPP, and as directed by the Engineer.

ITEM NO. 35 - TEMPORARY INLET PROTECTION TO PLACE

This item shall include placing temporary inlet protection as shown on the Plans and in the SWPPP and shall conform to Section 16 of the Standard Specifications and these Special Provisions, and shall be in accordance with State Standard Plan T62.

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

ITEM NO. 36 - TEMPORARY CHECK DAM TO PLACE

This item shall include placing temporary check dams as shown on the Plans and in the SWPPP and shall conform to Section 16 of the Standard Specifications, Section 13 of the State 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, materials, tools, equipment, incidentals and for doing all work involved in placing, maintaining and removing temporary check dams as shown on the Plans, as specified in these Special Provisions and the SWPPP, and as directed by the Engineer.

ITEM NO. 37 - TRAFFIC SIGN TO PLACE

This item shall consist of manufacturing, furnishing and installing traffic signs on existing posts, new posts, signal or street light poles and 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.

ITEM NO. 38 - NEW POST TO INSTALL

This item shall consist of installing new posts for traffic signs 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.

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

All posts shall have a minimum resisting Moment of 400 foot-pounds. All posts shall be capped. Post caps may be aluminum or galvanized steel. Bolts and miscellaneous metal hardware shall be galvanized or plated after fabrication in conformance with Section 75 "galvanizing" of the State of California, Department of Transportation Standard Specifications.

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

ITEM NO. 39 - SIGN TO REMOVE

Existing roadside signs shall be removed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Removed sign panels shall be salvaged and delivered to the City of Sacramento Traffic Sign and Markings Section at 5730 24st Street, Building 10, Sacramento, Ca. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

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

ITEM NO. 40 - SIGN TO RELOCATE

Existing roadside signs shall be removed and relocated to the new locations shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

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

existing pavement markers and placing pavement markers as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 47 - TRAFFIC CONTROL SYSTEM

TEMPORARY TRAFFIC STRIPE TO PLACE

TEMPORARY PAVEMENT MARKINGS TO PLACE

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

TEMPORARY SIDEWALK BARRICADE TO PLACE

Temporary sidewalk barricades and sidewalk closure signs shall be placed where shown on the Plans or as directed by the Engineer and shall conform to Section 12 of the State Standard Specifications.

TRAFFIC CONES TO PLACE

Traffic cones shall be placed where shown on the Plans or as directed by the Engineer and shall conform to Section 12 of the State Standard Specifications.

TEMPORARY CHANNELIZER (SURFACE MOUNTED) TO PLACE

Temporary channelizers shall be placed where shown on the Plans or as directed by the Engineer and shall conform to Section 12 of the State Standard Specifications.

CONSTRUCTION AREA SIGNS

This item shall include furnishing, installing, maintaining and removing when no longer required the construction area signs as shown on the Plans and shall conform to Section 12 of the State Standard Specifications and these Special Provisions.

Construction area signs shall include detour signs as directed by the Engineer during the various stages of construction.

The Contractor shall maintain accurate information on the construction area signs. Signs that are no longer required shall be immediately covered or removed. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of the work.

Specifications and comply with the manufacturer's operating instructions for portable changeable message sign.

Approaching drivers must be able to read the entire message for all phases at least twice at the posted speed limit before passing portable changeable message sign. More than 1 portable changeable message sign may be used to meet this requirement.

Only display the message as directed by the Engineer or specified in these special provisions.

The text of the message displayed on portable changeable message sign must not scroll, or travel horizontally or vertically across the face of the message panel.

Continuously repeat the entire message in no more than 2 phases of at least 3 seconds per phase.

If useable shoulder area is at least 15 feet wide, the displayed message on portable changeable message sign must be a minimum 18-inch character height. If useable shoulder area is less than 15 feet wide, you may use a smaller message panel with minimum 12-inch character height to prevent encroachment in the traveled way.

The contractor must immediately comply with the Engineer's request to modify the displayed message.

Start displaying the message on portable changeable message sign 5 calendar days before starting work on the SR-99 northbound off-ramp, closing a lane on the SR-99 northbound off-ramp or as directed by the Engineer. The changeable message sign should be placed during construction and shall only be removed after construction is complete unless otherwise instructed by the Engineer.

Place portable changeable message sign as directed by the Engineer.

Place portable changeable message sign as far from the traveled way as practicable where it is legible to traffic and does not encroach on the traveled way. Place portable changeable sign before or at the crest of vertical roadway curvature where it is visible to approaching traffic. Avoid placing portable changeable message sign within or immediately after horizontal roadway curvature. Where possible, place portable changeable message sign behind guardrail or temporary railing (Type K).

Except where placed behind guardrail or temporary railing (Type K) use traffic control for shoulder closure to delineate portable changeable message sign.

Payment shall be at the lump sum price bid for Detour Plan and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in preparing a Detour Plan, and furnishing, placing, operating, modifying messages, maintaining the portable changeable message sign and orange detour signs, complete in place, including transporting the portable changeable message sign from location to location, removing, and repairing or replacing defective or damaged portable changeable message signs and orange

Payment shall be at the lump sum price bid for Breakaway Wood Post to Construct and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with constructing the breakaway wood posts complete in place, including the steel cable with one locking mechanism, as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 52 - WATER POLLUTION CONTROL

See Section 1.28 Water Pollution Control of these Special Provisions for the description of work and payment associated with the bid item Water Pollution Control.

ITEM NO. 53 - RAIN EVENT ACTION PLAN

See Section 1.28 Water Pollution Control of these Special Provisions for the description of work and payment associated with the bid item Rain Event Action Plan.

ITEM NO. 54 - STORM WATER SAMPLING AND ANALYSIS DAY

See Section 1.28 Water Pollution Control of these Special Provisions for the description of work and payment associated with the bid item Storm Water Sampling and Analysis Day.

ITEM NO. 55 - STORM WATER ANNUAL REPORT

See Section 1.28 Water Pollution Control of these Special Provisions for the description of work and payment associated with the bid item Storm Water Annual Report.

2. ELECTRICAL ITEMS

ITEM NO. 56 - MAINTAIN EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION

The work to be performed for this item shall refer to Section 10-3A.04 of these special provisions. In general, Contractor shall maintain the Traffic Management System (TMS) elements include, but are not limited to ramp metering (RM) system, communication system, traffic monitoring stations, video image vehicle detection system (VIVDS), microwave vehicle detection system (MVDS), loop detection system, changeable message sign (CMS) system, extinguishable message sign (EMS) system, highway advisory radio (HAR) system, closed circuit television (CCTV) camera system, roadway weather information system (RWIS), visibility sensor, and fiber optic system.

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

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

ITEM NO. 58 - MODIFY SIGNAL AND LIGHTING AT ELKHORN BOULEVARD AND EAST COMMERCE WAY

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

Contractor shall furnish and install conduits, conductors, pull-boxes, traffic signal standards, streetlight standards, foundations, luminaires, traffic signal displays, pedestrian signals, pedestrian pushbuttons and accessible pedestrian signal, mounting brackets, video detection equipment (power and control cables), communication equipment (network switch with power supply, power surge suppressor, cat 5e cable, SDLC cable, din rail, etc.), detector loops, detector handholes, detector lead-in cables, opticom cabling, and all appurtenances shown on the Plans and called for in these Provisions to insure a complete installation. Contractor shall supply and install lockable lids for the pull boxes. The contractor shall configure and program the video detection system for a fully functional traffic signal system. Existing 200 watt luminaires shall be retrofitted with LED luminaires.

Also included in the work shall be the installation of City furnished equipment: traffic signal standards and mast arms as specified in the Plans and these Provisions for a functional system. Contractor shall be responsible for all necessary hardware to stand and install all City furnished equipment. Contractor shall provide and install Coax Cable and Power Cable from the camera to the traffic signal controller. Contractor shall relocate, configure and program the video detection system and the traffic signal controller to detect vehicles for a fully functional traffic signal system. Contractor shall provide luminaires for the City-furnished traffic signal standards and mast arms

Construction work also includes removing conductors, cables, pull boxes, abandoning conduits, removing and salvaging traffic signal standards and microwave detector systems. 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, machinery marks, and other liquids, such as oil and machinery coolant, on the sidewalk, driveway, curb ramp areas that was caused by the contractor during construction.

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

ITEM NO. 59 - MODIFY LIGHTING AT ROUTE 99 NORTHBOUND OFF-RAMP

The work to be performed for this item, in general, includes modifying, removing and salvaging all necessary equipment and materials for Caltrans highway lighting system as indicated on the Plan sheets and these Special Provisions. Included in the work shall be modifying, removing

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

SECTION 10-3A. ELECTRICAL SYSTEMS (STATE)

2.1 10-3A.01 DESCRIPTION

Signal and lighting, modify lighting, modify signal and lighting, interconnect installation, emergency vehicle detector system, lighting and maintaining existing traffic management system elements during construction shall conform to the provisions in Section 86, "Electrical Systems," of the Standard Specifications and these special provisions.

Traffic signal work shall be performed at the following locations:

A. Route 99 Northbound Off-Ramp/Elkhorn Boulevard (Location 1)

B. Elkhorn Boulevard/E Commerce Way (Location 2) (City)

2.2 10-3A.02 COST BREAK-DOWN

Cost break-downs shall conform to the provisions in Section 86-1.03, "Cost Break-Down," of the Standard Specifications and these special provisions.

The Engineer shall be furnished a cost break-down for each contract lump sum item of work described in this Section 10-3.

The cost break-down shall be submitted to the Engineer for approval within 15 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

The cost break-down shall include the following items in addition to those listed in the Standard Specifications:

A. Accessible pedestrian signal – each type

B. Video image vehicle detection system

C. Emergency vehicle detector system

2.3 10-3A.03 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Traffic signal system shutdowns shall be limited to periods allowed for lane closures listed or specified in "Maintaining Traffic" of these special provisions.

The Contractor shall receive the Engineer's approval on the type of detection and installation before installing the temporary or portable detection.

If existing TMS elements shown on the plans or identified during the pre-construction operational status check, except traffic monitoring stations, are damaged or fail due to the Contractor's activity, where the elements are not fully functional, the Engineer shall be notified immediately. If the Contractor is notified by the Engineer that existing TMS elements have been damaged, have failed or are not fully functional due to the Contractor's activity, the damaged or failed TMS elements, excluding structure-related elements, shall be repaired or replaced, at the Contractor's expense, within 24 hours. For a structure-related elements, the Contractor shall install temporary or portable TMS elements within 24 hours. For nonstructure-related TMS elements, the Engineer may approve temporary or portable TMS elements for use during the construction activities.

If fiber optic cables are damaged due to the Contractor's activities, the Contractor shall install new fiber optic cables from an original splice point or termination to an original splice point or termination, unless otherwise authorized in writing by the Engineer. Fiber optic cable shall be spliced at the splice vaults if available. The amount of new fiber optic cable slack in splice vaults and the number of new fiber optic cable splices shall be equivalent to the amount of slack and number of splices existing before the damage or as directed by the Engineer. Fusion splicing will be required.

The Contractor shall demonstrate that repaired or replaced elements operate in a manner equal to or better than the replaced equipment or as directed by the Engineer. If the Contractor fails to perform required repairs or replacement work, as determined by the Engineer, the City may perform the repair or replacement work and the cost will be deducted from monies due to the Contractor.

A TMS element shall be considered nonoperational or off line for the duration of time that active communications with the TMC is disrupted, resulting in messages and commands not transmitted from or to the TMS element.

The Contractor shall provide provisions for replacing existing TMS elements within the project limits, including detection systems, that were not identified on the plans or during the pre-construction operational status check that became damaged due to the Contractor's activities.

If the pre-construction operational status check identified existing TMS elements, then the Contractor, the Engineer, and the Department's Traffic Operations Electrical representatives shall jointly conduct a post construction operational status check of all existing TMS elements and each element's communication status with the TMC. The Department's Traffic Operations Electrical representatives will certify the TMS elements' status and provide a copy of the certified list of the existing TMS elements within the project limits to the Contractor. The status list will include the operational, defined as having full functionality, and the nonoperational components. TMS elements that cease to be functional between pre and post construction status checks shall be repaired at the Contractor's expense and as directed by the Engineer.

The Engineer will approve, in writing, the schedule for final replacement, the replacement methods and the replacement elements, including element types and installation methods before repair or replacement work is performed. The final TMS elements shall be new and of equal or better quality than the existing TMS elements.

For signal location 1, the Elkhorn Boulevard street name sign shall be mounted on the signal standard directly above the signal mast arm connection as described above.

Handhole reinforcement rings for standards, steel pedestals, and posts shall be continuous around the handholes.

2.7 10-3A.07 CONDUIT

Conduit to be installed underground shall be Type 3 unless otherwise specified.

The conduit in a foundation and between a foundation and the nearest pull box shall be Type 1.

Conduit runs shown on the plans to be located behind curbs may be installed in the street, within 3 feet of, and parallel with the face of the curb, by the trenching in pavement method in conformance with the provisions in Section 86-2.05C, "Installation," of the Standard Specifications. Pull boxes shall be located behind the curb or at the locations shown on the plans.

After conductors have been installed, the ends of conduits shall be sealed with an approved type of sealing compound.

At those locations where conduit is required to be installed under pavement and underground facilities designated as high priority subsurface installation under Govt Code § 4216 et seq. exist, conduit shall be placed by the trenching in pavement method in conformance with the provisions in Section 86-2.05C, "Installation," of the Standard Specifications.

At other locations where conduit is required to be installed under pavement and if a delay to vehicles will not exceed 5 minutes, conduit may be installed by the "Trenching in Pavement Method. “Trench in Pavement” method may be used only where there will be a pavement overlay.

2.8 10-3A.08 TRAFFIC PULL BOXES

Grout shall not be placed in the bottom of traffic pull boxes.

2.9 10-3A.09 PULL BOX

GENERAL

Summary

This work includes installing a non-traffic-rated pull box as shown on the plans and as specified in these special provisions. Comply with Section 86-2.06, "Pull Boxes," of the Standard Specifications.

Include recesses for a hanger if a transformer or other device must be placed in a pull box.

The bolts, nuts, and washers must be a captive bolt design.

The captive bolt design must be capable of withstanding a torque range of 55 to 60 ft-lb and a minimum pull out strength of 750 lb. Perform the test with the cover in place and the bolts torqued. The pull box and cover must not be damaged while performing the test to the minimum pull out strength.

Stainless steel hardware must have an 18 percent chromium content and an 8 percent nickel content.

Galvanize ferrous metal parts under Section 75-1.05, "Galvanizing."

Manufacturer's instructions must provide guidance on:

1. Quantity and size of entries that can be made without degrading the strength of the pull box below Tier 22 load rating
2. Where side entries cannot be made
3. Acceptable method to be used to create the entry

Tier 22 load rating must be labeled or stenciled by the manufacturer on the inside and outside of the pull box and on the underside of the cover.

CONSTRUCTION

Do not place grout in the bottom of the pull box.

Do not install pull box in curb ramps or driveways.

A pull box for a post or a pole standard must be located within 5 feet of the standard. Place a pull box adjacent to the back of the curb or edge of the shoulder. If this is impractical, place the pull box in a suitable, protected, and accessible location.

Pull boxes for city circuits shall be labeled “CITY LIGHTING” or “CITY SIGNAL” on the plans and shall not have the "CALTRANS" cover marking.

All new traffic signal pull boxes adjacent to traffic signal mast arm poles shall be No. 6.

All new traffic signal pull boxes adjacent to controller cabinets shall be 6E unless otherwise noted on the plans.

All new electrical service pull boxes shall comply with requirements of the serving utility.

The top portion of the conduit shall be not less than 8 inches from the top of the pull box. The conduit shall be placed in a manner to allow the cable/wire to be pulled in a straight line.

Pull box for city circuit shall have a lockable lid to conform Section 10-3B.

Submittals

Before shipping LED signal modules to job site, submit the following to 11325 Sanders Drive, Rancho Cordova, CA 95742:

1. Delivery form including district number, EA, and contact information
2. List containing all LED signal module serial numbers anticipated for use
3. LED signal modules

Quality Control and Assurance

Module must be one listed on the Pre-Qualified Products List for LED traffic signals at:

http://www.dot.ca.gov/hq/esc/approved_products_list

The City may test LED signal module shipments as specified in ANSI/ASQ Z1.4.. Testing will be completed within 30 days of delivery to 11325 Sanders Drive, Rancho Cordova, CA 95742. LED signal modules tested or submitted for testing must be representative of typical production units. LED and circular LED signal modules will be tested as specified in California Test 604. Arrow will be tested as specified in California Test 3001. All parameters of the specification may be tested on the modules. LEDs must be spread evenly across the module. LED arrow indication must provide the minimum initial luminous intensity listed. Measurements will be performed at the rated operating voltage of 120 V(ac).

Delays resulting from submittal of non-compliant materials do not relieve you from executing the contract within the allotted time. Non-compliant materials will be rejected. You must resubmit new LED for retesting and pick up the failed units within 7 days of notification. You must provide new LED signal modules and allow a minimum of 30 days for the retest. You must pay for all shipping and handling costs related to testing and retesting. Delays resulting from resubmittal and retesting are your responsibility and no extra time will be allowed.

After testing, you must pick up the tested LED signal modules from 11325 Sanders Drive, Rancho Cordova, CA 95742 and deliver to the job site.

Warranty

The manufacturer must provide a written warranty against defects in materials and workmanship for LED signal modules for a minimum period of 48 months after installation of LED signal modules. Replacement LED signal modules must be provided within 15 days after receipt of failed LED modules at your expense. The Contractor shall arrange for shipping of failed modules. All warranty documentation must be submitted to the Engineer before installation. Replacement of LED signal modules must be delivered to City Corporation Yard.

No special tools for installation are allowed.

12-inch Arrow

Comply with Section 9.01 of ITE publication, Equipment and Material Standards, Chapter 2, "Vehicle Traffic Control Signal Heads" for arrow indications.

LED signal module must:

1. Be weather tight and connect directly to electrical wiring.
2. Be capable of optical unit replacement.
3. Be a single, self-contained device, ready for installation into traffic signal housing.
4. Have manufacturer's name, trademark, model number, serial number, lot number, month and year of manufacture, and required operating characteristics, including rated voltage, power consumption, and volt-ampere, permanently marked on the back of the module.
5. Have a symbol of module type and color. Symbol must be an inch in diameter. Color must be written out in 0.50 inch high letters next to the symbol.
6. Be AlInGaP technology for red and yellow indications and gallium nitride technology for green indications.
7. Be ultra bright type rated for 100,000 hours of continuous operation from -40 °C to +74 °C.
8. Have a maximum power consumption as follows:

Power Consumption Requirements

LED Signal Module Type	Power Consumption (Watts)					
	Red		Yellow		Green	
	25 °C	74 °C	25 °C	74 °C	25 °C	74 °C
12-inch circular	11	17	22	25	15	15
12-inch arrow	9	12	10	12	11	11

Lens may be tinted, or may use transparent film or materials with similar characteristics to enhance "ON/OFF" contrasts. Tinting or other materials to enhance "ON/OFF" contrast must not affect chromaticity and must be uniform across the face of the lens.

If polymeric lens is used, surface coating or chemical surface treatment must be applied for front surface abrasion resistance.

Power supply must be integral to the module.

Minimum Maintained Intensities for Circular Indications (cd)

Angle (v,h)				12-inch		
				Red	Yellow	Green
2.5, ±2.5				339	678	678
2.5, ±7.5				251	501	501
2.5, ±12.5				141	283	283
2.5, ±17.5				77	154	154
7.5, ±2.5				226	452	452
7.5, ±7.5				202	404	404
7.5, ±12.5				145	291	291
7.5, ±17.5				89	178	178
7.5, ±22.5				38	77	77
7.5, ±27.5				16	32	32
12.5, ±2.5				50	101	101
12.5, ±7.5				48	97	97
12.5, ±12.5				44	89	89
12.5, ±17.5				34	69	69
12.5, ±22.5				22	44	44
12.5, ±27.5				16	32	32
17.5, ±2.5				22	44	44
17.5, ±7.5				22	44	44
17.5, ±12.5				22	44	44
17.5, ±17.5				22	44	44
17.5, ±22.5				20	41	41
17.5, ±27.5				16	32	32

Minimum Maintained Luminance for Arrow Indications (FL)

	Red	Yellow	Green
Arrow Indication	1,610	3,210	3,210

LED signal module must comply with the following chromaticity requirements for 48 months when operating over a temperature range of -40 °C to +74 °C.

Chromaticity Standards (CIE Chart)

Red	Y: not greater than 0.308, or less than 0.998 -x
Yellow	Y: not less than 0.411, nor less than 0.995 - x, nor greater than 0.452
Green	Y: not less than 0.506 - 0.519x, nor less than 0.150 + 1.068x, nor more than 0.730 - x

Color Code Requirements

Function	Color
Neutral/DC common	white
Steady On	red
Flash On	brown
Flash Out	orange

Flashing LED signal module must include all necessary electronics to:

1. Operate in a "Steady On" mode
2. Perform, in "Flash On" mode, 50 to 60 flashes per minute with a 50 percent ± 5 duty cycle
3. Allow alternating flashing operation, wig-wag, if the "Steady On" input of another flashing LED signal module is connected

When power is applied to the "Flash On" control conductor, the control output must allow a 12 V(dc) or 120 V(ac) signal that is switched opposite of the flash state of the module. Output must be able to source a maximum of 2.5 A for 12 V(dc), or 0.3 A for 120 V(ac).

Do not use the power consumption from "Flash Out" output of the flashing LED signal module when determining maximum power consumption.

The flashing LED Signal module must be clearly marked on the back, as "DC FLASHER" or "AC FLASHER", in 0.50-inch letters.

2.14 10-3A.14 BATTERY BACKUP SYSTEM

GENERAL

Summary

This work includes installing battery backup system (BBS). Comply with Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and TEES.

The State will furnish BBS components as listed in "Materials" of these special provisions.

You must furnish the external cabinet and batteries.

Submittals

Before shipping external cabinets to the jobsite, submit material list including contract number, cabinet serial numbers, and contact information to the Caltrans certified testing laboratory.

10. Be free from damage or deformities

External cabinet must be one listed on the Pre-Qualified Products List at:

http://www.dot.ca.gov/hq/esc/approved_products_list/

External cabinet must be capable of housing:

1. 4 batteries
2. Inverter/charger unit
3. Power transfer relay
4. Manually-operated bypass switch
5. Required control panels
6. Wiring and harnesses

The following details must comply with Section 86-3.04, "Controller Cabinets," of the Standard Specifications and TEES:

1. Door construction, including material, thickness, coating, and welds
2. Frame
3. Door seals
4. Continuous stainless steel piano hinge or 4 leaves with 2 bolts on each side of each leaf, used to connect the door to external cabinet
5. Padlock clasp or latch and lock mechanism

The external cabinet must be ventilated by using louvered vents, filter, and a thermostatically controlled fan. Fan must be AC-operated from the same line output as the Model 332L cabinet. A 2-position terminal block must be provided on the fan panel, along with 10 feet of connected hookup wire.

The external cabinet surface must be anodized aluminum. Anti-graffiti paint must not be used.

The external cabinet must include all bolts, washers, nuts, and cabinet-to-cabinet coupler fittings necessary for mounting it to the Model 332L cabinet.

Fasteners for the external cabinet must include:

1. 8 cabinet mounting bolts that are 18-8 stainless steel hex head, fully-threaded, and 3/8" – 16 x 1"

during any other phase sequence. If the pedestrian change interval is interrupted or shortened as part of transition into pre-emption sequence, the countdown pedestrian signal display shall be discontinued and go dark immediately upon activation of the pre-emption transition The modules shall use light emitting diodes as the light source as in conformance with the State requirements and specifications for LED pedestrian signal modules (combination pedestrian signal) and these specifications. Outlined shapes shall not be accepted. Circuit boards and power supplies shall be contained inside the modules. Circuit boards shall conform to the requirements in Chapter 1, Section 6 of the TEES.

1.2.0 LED Countdown Pedestrian Signal Module shall conform to the following:

1.2.1 Manual on Uniform Traffic Control Devices (MUTCD).

1.2.2 Applicable provisions of the current specification of the Institute of Transportation Engineering (ITE) standard titled Vehicle Traffic Control Signal Heads – Chapter 2: Light Eitting Diode(LED) Vehicle Traffic Signals Modules (VTCSH Part 2).

1.2.3Current specification of the Institute of Transportation Engineering (ITE) Standard titled Pedestrian Traffic Control Signal Indications (PTCSI).

CONSTRUCTION

2.1.0 The LED Countdown Combination Pedestrian signal face module shall be designed to mount behind or replace the existing face plate of existing Type "A" housing as specified by the requirements in the ITE Publication: Equipment and Material Standards, Chapter 3 (Pedestrian Traffic Control Signal Indications).

2.2.0 The LED Countdown Pedestrian Signal module shall be a single, self-contained device, not requiring on-site assembly for installation into Type "A" housing. The power supply for the module shall be integral to the unit.

2.3.0 The circuit board and power supply shall be contained inside the module. Circuit boards shall conform to Chapter 1, Section 6 of the "Transportation Electrical Equipment Specifications".

2.4.0 The assembly and manufacturing process for the LED signal assembly shall be designed to assure all internal components are adequately supported to withstand mechanical shock and vibration from high winds and other sources.

2.5.0 Materials

2.5.1 Material used for the lens and signal module construction shall conform to

ASTM. specifications for the materials.

2.5.2 Enclosures containing either the power supply or electronic components of.

the signal module shall be made of UL94VO flame retardant materials. The

3.1.6 The LED circuitry shall prevent perceptible flicker to the unaided eye over the voltage range specified above.

3.1.7 All wiring and terminal blocks shall meet the requirements of Section 13.02 of ITE Publication: Equipment and Material Standards, Chapter 2(Vehicle Traffic Control Signal Heads).

3.1.8 Compatibility

The modules shall be operationally compatible with currently used controller assemblies (solid state load switches, flashers, and conflict monitors). Review TEES Chapters 3 and 6 for specifications on these devices.

3.1.8.01 When a current of 20 mA AC (or less) is applied to the unit, the voltage read across the two leads shall be 15 VAC or less.

3.1.9 The modules and associated on-board circuitry must meet Class A emission limits referred in Federal Communications Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise.

3.2.0 Electrical Construction

The LEDs shall be wired in series parallel strings. The failure of any one LED, and its associated string of LEDs, shall not cause the loss of more than 5% of the light output of the complete LED module.

3.3.0 Transient voltage suppression/protection shall be provided internal to the LED module to minimize the possibility of damage due to extreme over voltage.

3.4.0 The LED countdown combination pedestrian signal module shall be operationally compatible with current 170/2070 type controllers.

3.5.0 The LED module shall be supplied with three conductors one (1) meter in length for each connection to the terminal board of the traffic signal indication. Each conductor shall be 600 volt, stranded No. 20 AWG minimum copper wire, rated for service at +105 degrees C, capable of withstanding all adverse effects of moisture, corrosive atmosphere and temperatures associated with the operation of the signal head. Spade lugs shall be installed on the ends of each conductor.

3.6.0 The LED module shall be capable of automatically setting the countdown timer by summing flashing don't walk time received from the controller and the load switches.

3.7.0 The height of each symbol on the module shall be not less than 250 mm and the width of each symbol on the module shall not be less than 165 mm.

FUNCTIONS

7.1.0 Basic Operation

The control and regulation module shall be of the "smart" type in order for the countdown displays to be automatically adjusted with the programmed intervals of the traffic controller.

7.2.0 Operating Mode

Clearance Cycle Countdown Mode – The display of the number of remaining seconds shall begin only at the beginning of the pedestrian change interval. The module will start counting when the flashing clearance signal turns on and will countdown to "0" and turn off when the steady "Don't Walk" signal turns on.

INSTRUCTION AND GUARANTEES

8.1.0 Upon request, one schematic wiring diagram and installation manual shall be provided with each LED Countdown Pedestrian Signal module.

8.2.0 No changes or substitutions in these requirements will be accepted unless authorized in writing.

8.2.01 Countdown signal modules if a LED Countdown Pedestrian Signal module fails to function as intended due to workmanship material defects within the first 60 months from the date of installation.

8.3.0 The contractor shall present the device to the "Material Engineering and Testing Services Branch - Electrical Testing Services Branch" for testing, all LED module to be supplied in compliance with these specifications for test before acceptance. After completion of the test, the Contractor shall ship the LED modules and a list of all LED module serial numbers intended for this job, at the Contractor's expense, to 11325 Sanders Drive, Rancho Cordova, CA 95742 for testing. Delays resulting from submittal of non-compliant materials shall not relieve the Contractor from executing the contract within the allotted time. In the event of LED module failures and when re-testing is required, the contractor shall be responsible for providing new LED modules and allowing a minimum of 30 days to retest them. The contractor shall pay all shipping and handling costs related to re-testing. Delay generated due to re-submittal and re-testing shall be the responsibility of the contractor and no extra time will be granted to the Contractor

8.4.0 PSF(Pedestrian Signal Modules) LED modules shall be manufactured in conformance with a vendor quality assurance (QA) program. The QA program shall include design and production. Production quality assurance shall include statistically controlled routine tests to ensure minimum performance levels of PSF LED signal modules built to meet these specifications.

8.5.0 The manufacturer shall have a documented problem resolutions process. Documentation of the QA process test results and problem resolution records shall be kept on file for a minimum period of five years.

WARRANTY

The manufacturer shall provide a written warranty against defects in materials and workmanship for the PSF LED modules for a period of 60 months after installation of the PSF LED modules. Replacement PSF LED modules shall be provided within 5 days after receipt of failed PSF modules at no cost to the State. All warranty documentation shall be given to the Engineer prior to installation. Replacement PSF LED modules shall be delivered to the City Corporation Yard.

2.16 10-3A.16 DETECTORS

Loop detector sensor units for Route 99 northbound Off-ramp/Elkhorn intersection will be State-furnished in conformance with the provisions in "Materials" of these special provisions.
Loop wire shall be Type 2.
Loop detector lead-in cable shall be Type B.
Slots shall be filled with elastomeric sealant or hot-melt rubberized asphalt sealant. Asphaltic emulsion sealant may be used, where dense graded asphalt concrete surfacing will not be placed over installed loop conductors.
The depth of loop sealant above the top of the uppermost loop wire in the sawed slots shall be 2 inches, minimum. The depth of loop sealant may be reduced to 1 inch if additional dense graded asphalt concrete will be placed over the loop detectors.

2.17 10-3A.17 EMERGENCY VEHICLE DETECTOR SYSTEM

Each traffic signal shall have an emergency vehicle detector system which shall conform to the details shown on the plans and these special provisions.

GENERAL

Each emergency vehicle detector system shall consist of an optical emitter assembly or assemblies located on the appropriate vehicle and an optical detector/discriminator assembly or assemblies located at the traffic signal.
Emitter assemblies are not required for this project except units for testing purposes to demonstrate that the systems perform as specified. Tests shall be conducted in the presence of the Engineer as described below under "System Operation" during the signal test period. The Engineer shall be given a minimum of 2 working days notice prior to performing the tests.
Each system shall permit detection of 2 classes of authorized vehicles. Class I (mass transit) vehicles shall be detected at ranges of up to 1,000 feet from the optical detector. Class II (emergency) vehicles shall be detected at ranges up to 1,800 feet from the optical detector.
Class I signals (those emitted by Class I vehicles) shall be distinguished from Class II signals (those emitted by Class II vehicles) on the basis of the modulation frequency of the light from the respective emitter. The modulation frequency for Class I signal emitters shall be 9.639 Hz ±0.110 Hz. The modulation frequency for Class II signal emitters shall be 14.035 Hz ±0.250 Hz.
A system shall establish a priority of Class II vehicle signals over Class I vehicle signals and shall conform to the requirements in Section 25352 of the California Vehicle Code.

Mechanical

Each emitter unit shall be housed in a weatherproof corrosion-resistant housing. The housing shall be provided with facilities to permit mounting on various types of vehicles and shall have provision for aligning the emitter unit properly and for locking the emitter unit into this alignment.

Each emitter control unit shall be provided with hardware to permit the unit to be mounted in or on an emergency vehicle or mass transit vehicle. Where required for certain emergency vehicles, the emitter control unit and exposed controls shall be weatherproof.

OPTICAL DETECTION/DISCRIMINATOR ASSEMBLY

General

Each optical detection/discriminator assembly shall consist of one or more optical detectors, connecting cable and a discriminator module.

Each assembly, when used with standard emitters, shall have a range of at least 1,000 feet for Class I signals and 1,800 feet for Class II signals. Standard emitters for both classes of signals shall be available from the manufacturer of the system. Range measurements shall be taken with all range adjustments on the discriminator module set to "maximum".

Optical Detector

Each optical detector shall be a waterproof unit capable of receiving optical energy from two separately aimable directions. The horizontal angle between the 2 directions shall be variable from 180 degrees to 5 degrees.

The reception angle for each photocell assembly shall be a maximum of 8 degrees in all directions about the aiming axis of the assembly. Measurements of reception angle will be taken at a range of 1,000 feet for a Type I emitter and at a range of 1,800 feet for a Type II emitter. Internal circuitry shall be solid state and electrical power shall be provided by the associated discriminator module.

Each optical detector shall be contained in a housing, which shall include 2 rotatable photocell assemblies, an electronic assembly and a base. The base shall have an opening to permit mounting on a mast arm or a vertical pipe nipple, or suspension from a span wire. The mounting opening shall have female threads for 3/4 inch conduit. A cable entrance shall be provided which shall have male threads and gasketing to permit a waterproof cable connection. Each detector shall have weight of less than 2.5 pounds and shall present a maximum wind load area of 36 square inches. The housing shall be provided with weep holes to permit drainage of condensed moisture.

Each optical detector shall be installed, wired and aimed as specified by the manufacturer.

Each discriminator module shall receive electric power from the controller cabinet at either 24 V (dc) or 120 V (ac).

Each channel together with the channel's associated detectors shall draw not more than 100 mA at 24 V (dc) or more than 100 mA at 120 V (ac). Electric power, one detector input for each channel and one output for each channel shall terminate at the printed circuit board edge connector pins listed below:

BOARD EDGE CONNECTOR PIN ASSIGNMENT

A	DC ground		
B	+24 V (dc)	P	(NC)
C	(NC)		
D	Detector input, Channel A	R	(NC)
E	+24V (dc) to detectors	S	(NC)
F	Channel A output (C)	T	(NC)
		U	(NC)
H	Channel A output (E)	V	(NC)
J	Detector input, Channel B	W	Channel B Output (C)
K	DC Ground to detectors	X	Channel B Output (E)
L	Chassis ground	Y	(NC)
M	AC-	Z	(NC)
N	AC+		

(C) Collector, Slotted for Keying
(E) Emitter, Slotted for Keying
(NC) Not connected, cannot be used by manufacturer for any purpose.

Two auxiliary inputs for each channel shall enter each module through the front panel connector. Pin assignment for the connector shall be as follows:

A. Auxiliary detector 1 input, Channel A
B. Auxiliary detector 2 input, Channel A
C Auxiliary detector 1 input, Channel B
D. Auxiliary detector 2 input, Channel B

Each channel output shall be an optically isolated NPN open collector transistor capable of sinking 50 mA at 30 V (ac) and shall be compatible with the Model 2070_controller unit inputs. Each discriminator module shall be provided with means of preventing transients received by the detector from affecting the Model 2070 controller assembly.

Each discriminator module shall have a single connector board and shall occupy one slot width of the input file. The front panel of each module shall have a handle to facilitate withdrawal and the following controls and indicators for each channel:

A. Three separate range adjustments each for both Class I and Class II signals.
B. A 3-position, center-off, momentary contact switch, one position (down) labeled for test operation of Class I signals, and one position (up) labeled for test operation of Class II signals.

SYSTEM OPERATION

The Contractor shall demonstrate that the components of each system are compatible and will perform satisfactorily as a system. Satisfactory performance shall be determined using the following test procedure during the functional test period:

A. Each system to be used for testing shall consist of an optical emitter assembly, an optical detector, an optical detector cable and a discriminator module.
B. The discriminator modules shall be installed in the proper input file slot of the Model 2070 controller assembly.
C. Two tests shall be conducted; one using a Class I signal emitter and a distance of 1,000 feet between the emitter and the detector, the other using a Class II signal emitter and a distance of 1,800 feet between the emitter and the detector. Range adjustments on the module shall be set to "Maximum" for each test.
D. Each test shall be conducted for a period of one hour, during which the emitter shall be operated for 30 cycles, each consisting of a one minute "on" interval and a one minute "off" interval. During the total test period the emitter signal shall cause the proper response from the Model 2070 controller unit during each "on" interval and there shall be no improper operation of either the Model 2070 controller unit or the monitor during each "off" interval.

2.18 10-3A.18 LED LUMINAIRES

GENERAL

Summary

This work includes installing LED luminaires. Comply with Section 86, "Electrical Systems," of the Standard Specifications.

Definitions

CALiPER: Commercially Available LED Product Evaluation and Reporting. A U.S. DOE program that individually tests and provides unbiased information on the performance of commercially available LED luminaires and lights.

correlated color temperature: Absolute temperature in kelvin of a blackbody whose chromaticity most nearly resembles that of the light source.

house side lumens: Lumens from a luminaire directed to light up areas between the fixture and the pole (e.g., sidewalks at intersection or areas off of the shoulders on freeways).

International Electrotechnical Commission (IEC): Organization that prepares and publishes international standards for all electrical, electronic and related technologies.

junction temperature: Temperature of the electronic junction of the LED device. The junction temperature is critical in determining photometric performance, estimating operational life, and preventing catastrophic failure of the LED.

L70: Extrapolated life in hours of the luminaire when the luminous output depreciates 30 percent from initial values.

8. Data sheets from the LED manufacturer that include information on life expectancy based on junction temperature.
9. Data sheets from power supply manufacturer that include life expectancy information.

Submit documentation of a production QA performed by the luminaire manufacturer that ensures the minimum performance levels of the modules comply with these specifications and includes a documented process for resolving problems.
Submit warranty documentation before installing LED luminaires.

Quality Control and Assurance

General

The Contractor shall provide the manufacturer's certification to the City that the LED luminaires are on Caltrans QPL and meet the requirements in the Caltrans specifications.

Warranty

Furnish a 7-year replacement warranty from the manufacturer of the luminaires against any defects or failures. The effective date of the warranty is the date of installation. Furnish replacement luminaires within 10 days after receipt of the failed luminaire. The City does not pay for the replacement. Deliver replacement luminaires to the City of Sacramento Corporation Yard.

MATERIALS

General

The luminaire must include an assembly that uses LEDs as the light source. The assembly must include a housing, an LED array, and an electronic driver. The luminaire must:

1. Be UL listed under UL 1598 for luminaires in wet locations or an equivalent standard from a recognized testing laboratory
2. Have a minimum operational life of 63,000 hours
3. Operate at an average operating time of 11.5 hours per night
4. Be designed to operate at an average nighttime operating temperature of 70 °F
5. Have an operating temperature range from -40 to +130 °F
6. Be defined by the following application:

Application	Replaces
Roadway 1	200 Watt HPS mounted at 34 ft
Roadway 2	310 Watt HPS mounted at 40 ft
Roadway 3	310 Watt HPS mounted at 40 ft with back side control
Roadway 4	400 Watt HPS mounted at 40 ft

The individual LEDs must be connected such that a catastrophic loss or a failure of 1 LED does not result in the loss of more than 20 percent of the luminous output of the luminaire.

on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for location category C-High.

The luminaires and associated on-board circuitry must comply with the Class A emission limits provided in 47 CFR 15, subpart B concerning the emission of electronic noise.

Compatibility

The luminaire must be operationally compatible with currently used lighting control systems and photoelectric controls.

Photometric Requirements

The luminaire must maintain a minimum illuminance level throughout the minimum operating life. The L70 of the luminaire must be the minimum operating life or greater. The measurements must be calibrated to standard photopic calibrations. The minimum maintained illuminance values, measured at a point, must be as shown in the following table:

Thermal Management

The passive thermal management of the heat generated by the LEDs must have enough capacity to ensure proper operation of the luminaire over the minimum operation life. The LED maximum junction temperature for the minimum operation life must not exceed 221 °F. The junction-to-ambient thermal resistance must be 95 °F per watt or less. The use of fans or other mechanical devices is not allowed. The heat sink material must be aluminum or other material of equal or lower thermal resistance.

The luminaire must contain circuitry that automatically reduces the power to the LEDs to a level that ensures the maximum junction temperature is not exceeded when the ambient outside air temperature is 100 °F or greater.

Physical and Mechanical Requirements

The luminaire must be a single, self-contained device, not requiring job site assembly for installation. The power supply for the luminaire is integral to the unit. The weight of the luminaire must not exceed 35 lb. The maximum effective projected area when viewed from either side or either end must be 1.4 sq ft. The housing color must match a color no. from 26152 to 26440 or from 36231 to 36375, or color no. 36440 of FED-STD-595.

The housing must be fabricated from materials designed to withstand a 3,000-hour salt spray test under ASTM B 117. All aluminum used in housings and brackets must be of a marine grade alloy with less than 0.2 percent copper. All exposed aluminum must be anodized.
Each refractor or lens must be made from UV-inhibited high impact plastic such as acrylic or polycarbonate or heat- and impact-resistant glass, and be resistant to scratching. Polymeric materials except lenses of enclosures containing either the power supply or electronic components of the luminaire must be made of UL94VO flame retardant materials. Paint or powder coating of the housing must comply with section 86-2.16. A chromate conversion undercoating must be used underneath a thermoplastic polyester powder coat.

Each housing must be provided with a slip fitter capable of mounting on a 2-inch pipe tenon. This slip fitter must fit on mast arms with outside diameters from 1-5/8 to 2-3/8 inches. The slip fitter must be capable of being adjusted a minimum of ±5 degrees from the axis of the tenon in a minimum of five steps: +5, +2.5, 0, -2.5, -5. The clamping brackets of the slip fitter must not bottom out on the housing bosses when adjusted within the designed angular range. No part of the slip fitter mounting brackets on the luminaires must develop a permanent set in excess of 1/32 inch when the two or four 3/8-inch diameter cap screws used for mounting are tightened to 10 ft-lb. Two sets of cap screws may be furnished to allow the slip fitter to be mounted on the pipe tenon in the acceptable range without the cap screws bottoming out in the threaded holes. The cap screws and the clamping brackets must be made of corrosion resistant materials or treated to prevent galvanic reactions, and be compatible with the luminaire housing and the mast arm.
The assembly and manufacturing process for the LED luminaire must be designed to ensure internal components are adequately supported to withstand mechanical shock and vibration from high winds and other sources. When tested under California Test 611, the luminaire to be

2.19 10-3A.19 PHOTOELECTRIC CONTROLS

Contactors shall be the mechanical armature type.

2.20 10-3A.20 REMOVING, REINSTALLING OR SALVAGING ELECTRICAL EQUIPMENT

Salvaged electrical materials that are maintained by the State and within Caltrans right of way shall be delivered to the District Recycle center at 2001 Evergreen Street, Sacramento. The district coordinator is Richard Johnson at (916) 263-4921 and stockpiled.

The Contractor shall provide the equipment, as necessary, to safely unload and stockpile the material. A minimum notice of 2 business days shall be given prior to delivery.

For City of Sacramento salvaged materials refer to Section 10-3B of these Special Provisions.

2.21 10-3A.21 PAYMENT

The contract lump sum price or prices paid for signal and lighting shall include highway lighting at intersections in connection with signals only.

Other roadway lighting on the project shall be considered as included in the contract lump sum price paid for modify lighting.

Full compensation for delivering and stockpiling electrical materials shall be considered as included in the contract price paid for the item requiring the material to be salvaged and no additional compensation will be allowed therefor.

See Line Items No. 56 to No. 62 for compensation of work.

SECTION 10-3B. SIGNAL, LIGHTING AND ELECTRICAL SYSTEMS (CITY)

2.22 10-3B.01 GENERAL

The electrical work within the City of Sacramento right of way shall conform to the City of Sacramento's June 2007 Standard Specifications and these special provisions. Any items of work not covered by this Section 10-3B shall refer to Section 10-3A "Electrical Systems (State)".

2.23 10-3B.02 CITY FURNISHED EQUIPMENT

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

High-density polyethylene conduit shall comply with the following specifications:

Conduit shall be fabricated from polyethylene shall be in conformance with applicable ASTM and NEMA standards and Article 347 of the National Electrical Code. Non-black polyethylene conduit shall contain not less than 2500 parts per million (ppm) of a hindered amain ultraviolet light stabilizer. Ultraviolet stabilization additive for black polyethylene conduit shall consist of a carbon black loading of 2.5% ± 0.5% by weight.

Conduit shall be manufactured from high-density polyethylene resin designated as Type III, Category 5, Class C, Grade P34 material in accordance with ASTM D1248.

2.25 10-3B.04 CONDUIT INSTALLATION

Conduit installation shall be in accordance with Section 34-9, 34-10 of the Standard Specifications and as modified by these Special Provisions. "Jet-rodding" is not permitted. Conduits terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction. Conduits terminating in standards, pedestals, and cabinets shall terminate one and one-half inches (1½") above finished grade. Conduits shown on the Plans to be adjacent and parallel to each other shall be installed in the same trench or drill hole unless otherwise specified or directed by the Engineer. Under the sidewalk, conduit shall be laid to a depth of not less than eighteen inches (18") below the sidewalk grade.

Conduits shall be installed by trenching or directional drilling method.

All applicable requirements in these Special Provisions to locate, and to protect existing utilities, utility laterals, obstructions, and other facilities in the area shall be conformed to and no additional compensation will be allowed therefor. Contractor is responsible for any damage and the repair of any existing facilities damaged by his/her trenching or drilling operations. Contractor is responsible for any potholing necessary and cost for potholing shall also be included in price paid for applicable items of work and no additional compensation will be allowed therefor. All trenching or drilling work shall be contained within the City right-of-way. If utilities or other obstacles are encountered at the specified conduit depth, any additional drilling required to avoid the obstacle shall be made at the Contractor's expense and no additional compensation will be allowed therefor. Location of trenching and drill holes shall take into consideration minimal impact to the street pavement while still meeting the requirements of these Special Provisions.

A. Trenching Method

Installation of conduit by trenching shall be in conformance with the Plans and these Special Provisions. See plan sheets for trench details. Trenches shall be backfilled or covered at the end of each work day. All conduit installed by trenching shall be anchored every 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).

shall cross at 90 degrees to the line or at a minimum of 45 degrees if a 90 degree crossing is not possible.

2.26 10-3B.05 CONDUCTORS

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

1. If the existing ground wire (green 1#10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables.
2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.
3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.
4. All conductors of AWG #10 or larger shall be identified by printed and embossed labels identifying the UL listing, the insulation type, the voltage rating, the AWG number, and the City of Sacramento. The printed label and the embossed label shall be placed at approximately 90 degrees separation around the center of the conductors. Labels shall appear every one foot interval. Embossed labels shall be between 0.002" to 0.003" in depth and shall not damage the conductors. Label heights shall be no less than 3/32" for AWG #8 or larger, and shall be no less than 2/32" for AWG #10.

2.27 10-3B.06 COMMUNICATION EQUIPMENT

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

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

Power Supply for Network Switch shall be installed in Type R and Type 332 cabinets.
For Type R cabinet, power supply for network switch shall be mounted on a DIN rail attached to aluminum stock for support. The DIN rail and aluminum stock shall be mounted to the cabinet channel rails.
For Type 332 cabinet, power supply for network switch shall be mounted on a DIN Rail Adapter for use on a 19" rack in a 332 cabinet. DIN Rail Adapter shall be by Cisco, Model STK-RACKMNT-2955 or approved equal.
The Contractor is responsible for making all connections and shall be made per manufacturer's recommendations to insure that the switch is powered. See Plans for further details.

Functional Test
Power Supply for Network Switch shall be installed and wired per the manufacturer's recommendation, the Plans and these Special Provisions. The Power Supply for Network Switch power indicator light shall be green.

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.

2.28 10-3B.07 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.

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:

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

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

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

2.31 10-3B.10 EMERGENCY VEHICLE DETECTOR SYSTEM

The Contractor shall provide and fully install GTT OPTICOM Series 760 Series optical detector system which includes, but not limited to the following:

Optical Detector Model 721 – single channel, two-direction
Phase Selector Model 764
Card Rack Model 760
Detector Cable Model 138
Auxiliary Harness 757
Auxiliary Interface Panel 768

Prior to construction, the Contractor shall deliver the 3M OPTICOM equipment to the city of Sacramento Corporation Yard for programming. Programming will take up to 30 calendar days. After the city has programmed the OPTICOM equipment, the contractor shall pick-up, install, and terminate the Opticom system for a fully functional, operational system. The contractor shall demonstrate to the satisfaction of the City Engineer that the Opticom system is fully functional. Demonstration and testing shall occur only during the approved hours as assigned by the Engineer.

2.32 10-3B.11 INTERCONNECT INSTALLATION

Fiber optic cable shall be used for the interconnect installation as shown on the plans and these special provisions.

A. Fiber Optic Cable Requirements

Fiber optic cable shall be Corning Altos All-Dielectric Gel-Free or approved equal.
The Contractor shall use the following cable types as listed below or approved equal.

Description	Part Number	Manufacturer
12 Strand	012EU4-T4101D20	Corning
24 Strand	024EU4-T4101D20	Corning
48 Strand	048EU4-T4101D20	Corning
96 Strand	096EU4-T4101D20	Corning

B. Fiber Optic Cable Installation

1. Contractor shall install all fiber optic cable per manufacturer's recommendations and the City's Plans and Special Provisions.
2. All splice work will be performed by the City, or City Approved Contractor. All patch panels and splice materials will be provided by the City or City Approved Contractor.
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.

2.33 10-3B.12 INSPECTION

Inspection shall be in accordance with Section 34-22 of the Standard Specifications and these Specifications.

2.34 10-3B.13 LIGHTING STANDARDS

Lighting Standards shall be in accordance with the latest California Department of Transportation Standard Plans, unless otherwise specified in these Specifications or Plans. Lighting standards shall also be in accordance with Section 34-18 of the City Standard Specifications, unless otherwise specified.
On the bottom of the post top standard a 4" x 6-1/2" reinforced handhole with frame and cover shall be provided.

2.35 10-3B.14 MASTARM MOUNTED LUMINAIRES

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.

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.

2.36 10-3B.15 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 as shown on the plans.
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

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 240/480V – 120V, three-wire and single phase as shown on the Plans. Mounted in each metered service pedestal shall be the following equipment:

1. Two two-pole, 240-volt alternating current main breakers with 100-ampere trip and an rating of 14,000 ampere AIC at 240/480 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 30-ampere trip and a rating of 10,000 amperes AIC at 120/240 volts. Breakers shall be Cutler-Hammer Quicklag C or approved equal.
5. Six single-pole, 120-volt alternating current branch circuit breakers for street lighting each with 40-ampere trip and a rating of 10,000 amperes AIC at 120/240 volts. Breakers shall be Cutler-Hammer Quicklag C or approved equal.
6. Two 3-pole, normally open, 60-ampere mercury displacement relays. Coil voltage shall be 120 VAC, 60 cycle. Mercury displacement relays shall be Dayton Electric Manufacturing Co., Model Number 3X753E, or approved equal.
7. One oil tight "Hand-Off-Auto" selector switch.
8. One solid copper neutral bus.
9. Incoming terminals (landing lugs).
10. Solid neutral terminal strip.
11 Terminal strips for conductors within the cabinet.
12. Two 2 KVA step-down transformers (480v to 120v).
13. Two load splitters.
14. Two single-pole, 480-volt alternating current branch circuit breakers for primary transformer disconnect each with 30-ampere trip and a rating of 10,000 amperes AIC at 480 volts. Breakers shall be Cutler-Hammer Quicklag C or approved equal.
15. Two single-pole, 120-volt alternating current branch circuit breakers for secondary transformer disconnect 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.

2.37 10-3B.16 PULL BOXES

Shall be in accordance with Section 34-11 of the Standard Specifications, except for the following:

2.38 10-3B.17 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. Vehicle Signals

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

Vehicle signal housings shall be either die cast or permanent mold cast aluminum conforming to ANSI Standard D-10.1. Vehicle signal faces shall conform to Section 86-4.01, "Vehicle Signal Faces", of the State Standard Specifications.

Metal backplates shall be provided for all vehicle signal heads furnished. Backplates shall be louvered, not solid.

Traffic signals shall utilize tunnel visors.

All traffic signal lamps shall be accessible from the front of the traffic signal head and shall be directly accessible for removal and replacement by the opening of the hinged front lens section and hood. Backplates for MAS mounted vehicle signal heads shall have approved filler plates to prevent light from showing through at the elevated plumbizers.

B. Light Emitting Diode (LED) Signal Modules

ALL SIGNAL HEAD DISPLAYS SHALL BE LED MODULES.

LEDs shall have full ball appearance. Dialite 443 Series or approved equal.

Maximum power consumption requirements for LED signal modules shall be as follows:

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

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

C. Pedestrian Signals

All pedestrian display shall be the combination Raised Hand/Walking Person figure and Countdown timer only.

Pedestrian signal face modules shall be designed to mount behind or replace the existing faceplate of Type A Pedestrian housings as specified by the requirements of the ITE Standards, "Pedestrian Traffic Control Signal Indications", and the MUTCD. The pedestrian signal shall have an operating range of 80VAC to 135VAC. The pedestrian signal shall be fused and provide transient suppression for protection of line and load. The pedestrian signal shall have a high power factor > 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

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 messsages 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.

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

B. Components

The contractor shall supply fully assembled 2070L controllers that are in full compliance with TEES. The contractor shall provide evidence that controller units, with a make and model identical to those being provided, have been tested and approved in accordance with TEES, by CALTRANS.

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

Unit Chassis
2070-1B Single Board Processor
2070-2A Field I/O Module for 170 style cabinet
2070-3B 8x40 Front Panel Display
2070-4A 10.0 Amp Power Supply Module
The module must be marked appropriately as a 4A.
Back cover plates
Data key

Model 2070-1B CPU Module shall be a single board resident in Slot A5 consisting of connectors C13S and C14S, Datakey and CPU Module Software.

2070-2A Field I/O Module for 332 style cabinet shall provide an I/O interface with the Type 332 family of cabinets using the C1S connector and shall include C1S, C11S, and C12S connector.

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

Model 2070-3B Front Panel Assembly (FPA) shall consist of a Metal Panel with latch assembly and two TSD #1 hinge attaching devices, Assembly PCB, FPA Controller, two Keyboards, AUX Switch, Display B, External Serial Port Connector, CPU Activity LED Indicator, and FP Harness Interface.

Model 2070-4A Power Supply Module shall be independent, self-contained Module, vented, and cooled by convection only. The Module shall slide into the unit's power supply compartment from the back of the chassis and be attached to the Back-plane Mounting Surface by its four TSD #3 Devices.

Model 2070-7B Asynchronous Serial Communications Module, Dual EIA-485 shall conforms to EIA-485 specifications for twisted pair with a 15 pin "D" connector. The data rate shall be 0-614400 baud. Port is optical isolation.

Model 2070-8 NEMA Interface Module Chassis shall be made of 0.06 inches (1.524 mm) minimum aluminum sheet and treated with clear chromate. The Module shall consist of the Module Chassis, Module Power Supply, FCU Controller, Parallel Input/Output Ports, Serial Communications Circuits and Module Connectors.

Model 2070L Back Cover shall be made of 0.06 inches (1.524 mm) minimum aluminum sheet and treated with clear chromate. All external screws, except where called out, shall be counter sunk and shall be Phillips flat head stainless steel. The matching nuts shall be permanently captive on the mating surfaces.

Datakey shall be a minimum of 2 megabits in size and be capable of storing Fourth Dimension Traffic D4 database.

The "D" plug on the 2070-8 module shall be equipped with a male, nonmetallic, 63-pin, AMP 205842-1 connector, to be compatible with the City's existing "D'" harness. Provisions may be

25	I	DIAL 2 (SPECIAL FUNCTION 2)	V	I
26	I	FREE/COORD (SPECIAL FUNCTION 1)	W	I
27	I	RESERVED	X	I
28	O	SPECIAL FUNCTION 1 OUT	GG	O
29	I	RESERVED	Y	I
30	I	SYSTEM DET. 5	Z	I
31	I	SYSTME DET. 3 (SEQ. #3)	a	I
32	O	EMERG. PR. 1 OUT	HH	O
33	I	LOW PRIORITY 1 (PREEMPT 7)	b	I
34	O	EMERG. PR. 3 OUT	JJ	O
35	I	DIAL 3 (SPECIAL FUNCTION 3)	c	I
36	I	RESERVED	d	I
37	I	FLASH STATUS	e	I
38	I	OFFSET 5 (ADD BIT 4)	f	I
39	I	SYSTEM DET. 6	g	I
40	I	SYSTEM DET. 7	h	I
41	I	LOW PRIORITY 4 (PREEMPT 10)	i	I
42	I	LOW PRIORITY 3 (PREEMPT 9)	j	I
43	I	RESERVED	k	I
44	I	RESERVED	m	I
45	I	RESERVED	n	I
46	I	RESERVED	p	I
47	I	SYSTEM DET. 2 (SEQ. #2)	q	I
48	---	LOGIC GND.	PP	---
49	I	EMERG. 1 (PREEMPT 1)	r	I
50	I	EMERG. 2 (PREEMPT 2)	s	I
51	---	RESERVED	KK	---
52	O	RESERVED	LL	O
53	---	LOGIC GND.	PP	---
54	---	LOGIC GND.	PP	---
55	I	EMERG. 3 (PREEMPT 3)	t	I
56	I	EMERG. 4 (PREEMPT 4)	u	I
57	I	RAILROAD 1 (PREEMPT 5)	v	I
58	I	CONFLICT STATUS	w	I
59	---	RESERVED	MM	---
60	I	FLASH COMMAND	x	I
61	I	RESERVED	y	I
62	O	RESERVED	z	O
63		CHASSIS GND.		

A. Traffic Signal Controller Software

The Contractor shall install Fourth Dimension (D4) Traffic Signal Controller software on each controller assembly. The most current version of D4 Traffic Signal controller software, at the time of controller delivery, shall be fully configured in the 2070L controller.

The Contractor shall provide a D4 license to the City for each controller assembly. The license shall include technical support and user manual of this software.

The contact for the traffic signal controller software is as follows:

b. Capable of selecting alternate coordination patterns, selecting alternate maximum green times, or calling a preempt
c. Advanced green to clear vehicle movements prior to transit vehicle arrival

3. 16 pedestrian detectors
   a. Programmable calls for pedestrian and vehicle phases
   b. Pedestrian cascade mode (sequential calling of two pedestrian movements)

4. 8 transit detectors
   a. Programmable calls for transit and vehicle phases
   b. Extend and delay timing
   c. Travel time delay
   d. Alternate travel times by TOD
   e. Adaptive arrival time adjustment

5. 32 remote transit detectors
   a. Calls received by transit detectors at other intersections (on peer-to-peer Ethernet network)
   b. Travel time delay
   c. Alternate travel times by TOD
   d. Adaptive arrival time adjustment

Coordination Features

1. 32 coordination patterns
   a. Cycle time and three offsets per pattern
   b. Flexible per phase split expansion and shrinking during transition
   c. Fixed or floating force-offs (per phase)
   d. Automatic permissive calculations

2. Single-band or multi-band permissive modes with permissive limit timer

3. Three pedestrian permissive modes
   a. Programmable recalls and omits active during each pattern
   b. Actuated coordinated phases can gap-out early and distribute unused time to movements with greater demand
   c. Selectable reservice phases (a.k.a. "fully actuated coordination")

4. Multiple interconnect modes
   a. Time based scheduler
   b. Central system command (over twisted pair or Ethernet connection)
   c. 120 volt interconnect cable

5. Master controller mode

3. 62.5 day detector VOS log
   a. Log VOS for 16 system detectors each 15 minutes

4. 600 MMU event log
   a. Detailed MMU events, including reason for failure and state of field outputs

Cabinet Support

1. NEMA TS1, TS2-Type 1 and Type 2, Caltrans 332/336, and ITS cabinet support
2. All controller input and output functions can be mapped to any physical cabinet input and output
3. "Peer-to-Peer" interconnect over Ethernet (select outputs or inputs from the source intersection to activate a function at the local intersection)
4. Cabinet logic channels to accomplish custom controller I/O operation

Protocol Support

1. Communications over serial port, twisted pair, or Ethernet (fiber-optics)
2. Caltrans AB3418E with extended messages for extended status and D4 specific functionality
3. Future NTCIP compliance

D. Controller Software Training

The Contractor shall provide a minimum of two (2) days, eight (8) classroom hours per day, for a total of sixteen (16) classroom hours of training for operation of manufacturer-supplied controller software (D4), including the operating system, drivers and descriptors, initialization software, and validation suite. This training shall be provided for to up to twenty (20) City staff. The Contactor shall also provide one (1) enterprise virtual D4 suitcase trainer. Location of training will be at City of Sacramento, Corporate Center South, 5730 24th Street, Building #11, Sacramento, CA 95822-3699. The Contractor shall coordinate with the City Inspector to schedule the dates and time of training.

E. Testing

The Contractor shall comply with electrical, environmental and testing requirements defined in the TEES. The Contractor shall comply with all testing, quality control and reporting procedures specified in the TEES.

F. Manuals

All equipment (base controller assemblies and all modules) and software provided under this specification shall be provided with product/operational manuals, which document the operation and maintenance of the equipment in compliance with TEES**. The Contractor shall furnish ten (10) printed and one (1) electronic copy of operating manual, technical data sheets, product cut sheets, and any associated documentation with delivery of the first controller shipment per Section 1.1, Scope and Location of Work.**

Manuals shall be printed on 8.5" x 11" inch paper. Schematics, layouts, parts lists and plan details may be on 11" x 17" inch sheets, but the sheets must be neatly folded to 8.5" x 11" inch size. The manuals shall be bound in durable covers, and shall not suffer degradation when subjected to normal cabinet temperature testing.