

Meeting Date: 7/23/2013

Report Type: Review

Report ID: 2013-00582

Title: (Agreement/Contract Information and Review) Contract Award: 2013 Street Seal Coat Project

Location: Districts 1, 3, 4, 5, and 8

Issue: Resolution No. 2013-0367 (Council Rules of Procedure) requires additional posting time for labor agreements and agreements greater than \$1,000,000. The Street Seal Coat Program is an annual preventative maintenance strategy applied to street surfaces approximately once every ten years to extend the useful life of the existing pavement.

Recommendation: Review report 1) approving the Plans and Specifications for the 2013 Street Seal Coat Project (R15132020); 2) reviewing the construction contract with California Pavement Maintenance for an amount not to exceed \$1,510,725 for the 2013 Street Seal Coat Project which includes resurfacing and striping for the J Street and Folsom Boulevard Lane Conversion Project (T15125400) and the Median/Turn Lane Program (S15071600); and 3) continue to July 30, 2013 for adoption.

Contact: Greg Smith, Associate Civil Engineer, (916) 808-8364; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Civil & Electrical Design

Dept ID: 15001131

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Exhibit A (Resurfacing Types)
- 4-Exhibit B (Location Maps 1-7)
- 5-2013 Seal Coat Contract

City Attorney Review

Approved as to Form
Joe Robinson
7/16/2013 10:45:09 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
7/9/2013 10:32:51 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 7/11/2013 1:24:22 PM

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

Description/Analysis

Issue Detail: This resurfacing project is part of the annual Street Seal Coat Program and will extend the life of existing pavement in a cost effective manner.

Policy Considerations: The project is consistent with the City's General Plan goals of achieving sustainability and neighborhood livability.

Economic Impacts: This roadway project is expected to create 6.04 total jobs (3.47 direct jobs and 2.57 jobs through indirect and induced activities) and create \$932,774 in total economic output (\$587,935 of direct output and another \$344,840 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 qualify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the city of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations:

California Environmental Quality Act (CEQA/NEPA): The Environmental Services Manager has determined that the proposed project to resurface and seal coat various street segments is exempt from CEQA under Section Number 15301(c) of the CEQA Guidelines. Exemption 15301 (c) consists of existing streets; rehabilitation of deteriorated facilities to meet current standards of public health and safety. The proposed project to resurface and seal coat various streets, includes the Folsom Boulevard and J Street roadway segments, which was evaluated under CEQA for impacts from the restriping of the lanes after the resurfacing and seal coat process has been completed. On February 12, 2013, City Council approved Resolution 2013-0042 adopting the Initial Study for a Subsequent Project under the Master EIR for the 2030 General Plan, preliminary designs, and a CIP fund transfer to the J Street and Folsom Boulevard Lane Conversion project.

Sustainability Considerations: This project is consistent with the City's Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

Commission/Committee Action: None

Rationale for Recommendation: California Pavement Maintenance is the lowest responsive and responsible bidder.

Financial Considerations: The total estimated program cost for the 2013 Street Overlay and Seal Program (R15132000) is \$4,412,755. To date \$860,704 has been expended among the several program activities; staff anticipates an additional \$3,552,051 will be needed to complete all program activities, and of this, \$1,641,100 will be needed to complete the Fiscal Year (FY) 13 Seal Coat Project. As of June 24, 2013, the program's unobligated balance is \$3,542,880, which is sufficient to execute the contract with California Pavement Maintenance in the amount of \$1,386,682 for the 2013 Street Seal Coat Project and cover construction engineering costs and complete other program activities.

The total estimated project cost for the J Street and Folsom Boulevard Lane Conversion Project (T15125400) is \$314,486. To date, \$165,891 has been expended. Staff anticipates an additional \$114,182 will be needed to complete the project. As of June 24, 2013, the J Street and Folsom Boulevard Lane Conversion Project (T15125400) has an unobligated balance of \$261,402, which is sufficient to cover the cost with California Pavement Maintenance in the amount of \$114,182 for the J Street and Folsom Boulevard Lane Conversion Project (T15125400) and cover construction engineering costs.

The total estimated cost to restripe 43rd Avenue at Gloria Drive is \$9,861. To date \$0 has been expended since costs will only be incurred for construction and construction engineering. Staff anticipates \$9,861 will be needed to complete the project. The Median/Turn Lane Program (S15071600) has an unobligated balance of \$147,242 which is sufficient to cover the \$9,861 project and cover construction engineering costs.

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

The California Pavement Maintenance contract will resurface streets and provide seal coat services in the amount of \$1,510,725 per the following project distribution:

2013 Street Overlay and Seals Program (R15132000)	\$1,386,682
J Street and Folsom Blvd Lane Conversion Project (T15125400)	\$ 114,182
43 rd Avenue Striping Project (S15071600)	<u>\$ 9,861</u>
	\$1,510,725

Emerging and Small Business Enterprise (E/SBE): The Emerging and Small Business Enterprise (E/SBE) goal is 20%. California Pavement Maintenance pledged 37.1% SBE project participation and satisfactorily met the ESBE project goal.

Background:

The Street Seal Coat Program is an annual preventative maintenance strategy applied to street surfaces approximately once every ten years to extend the useful life of the existing pavement. The Street Services Division developed the existing ten-year program to maintain the quality of City streets in a cost effective manner within the available funds. The residential and arterial streets are shown in Exhibit B.

This project includes resurfacing and striping services for the J Street and Folsom Boulevard Lane Conversion Project. The project purpose is to enhance neighborhood livability by reducing traffic speeds and volumes, improve safety, and to encourage walking and biking.

This project includes resurfacing and striping services on 43rd Avenue at Gloria Drive as part of the Median/Turn Lane Program. The project purpose is to enhance vehicular safety along the roadway's horizontal curve by implementing a two lane to one lane eastbound merge on the west side of Gloria Drive.

The project was advertised and bids were received on June 12, 2013. The bids are summarized below:

Contractor	Bid Amount	ESBD Participation (Goal 20 %)
California Pavement Maintenance	\$1,510,725	37.1%
Intermountain Slurry Seal	\$1,516,965	35.5%
Valley Slurry Seal	\$1,617,894	36.1%
Windsor Fuel Company	\$1,719,081	20.2%
Central Valley Engineering and Asphalt	\$1,892,505	18.5%

The Engineer's estimate was \$1,600,000.

It is recommended that the contract be awarded to the lowest responsive and responsible bidder, California Pavement Maintenance.

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

RESURFACING TYPES

The City's 2013 Street Seal Coat Project utilizes lower cost preventative maintenance treatments to reduce the need for more costly overlays and street reconstructions in the future. Following are the treatments being used on streets for 2013:

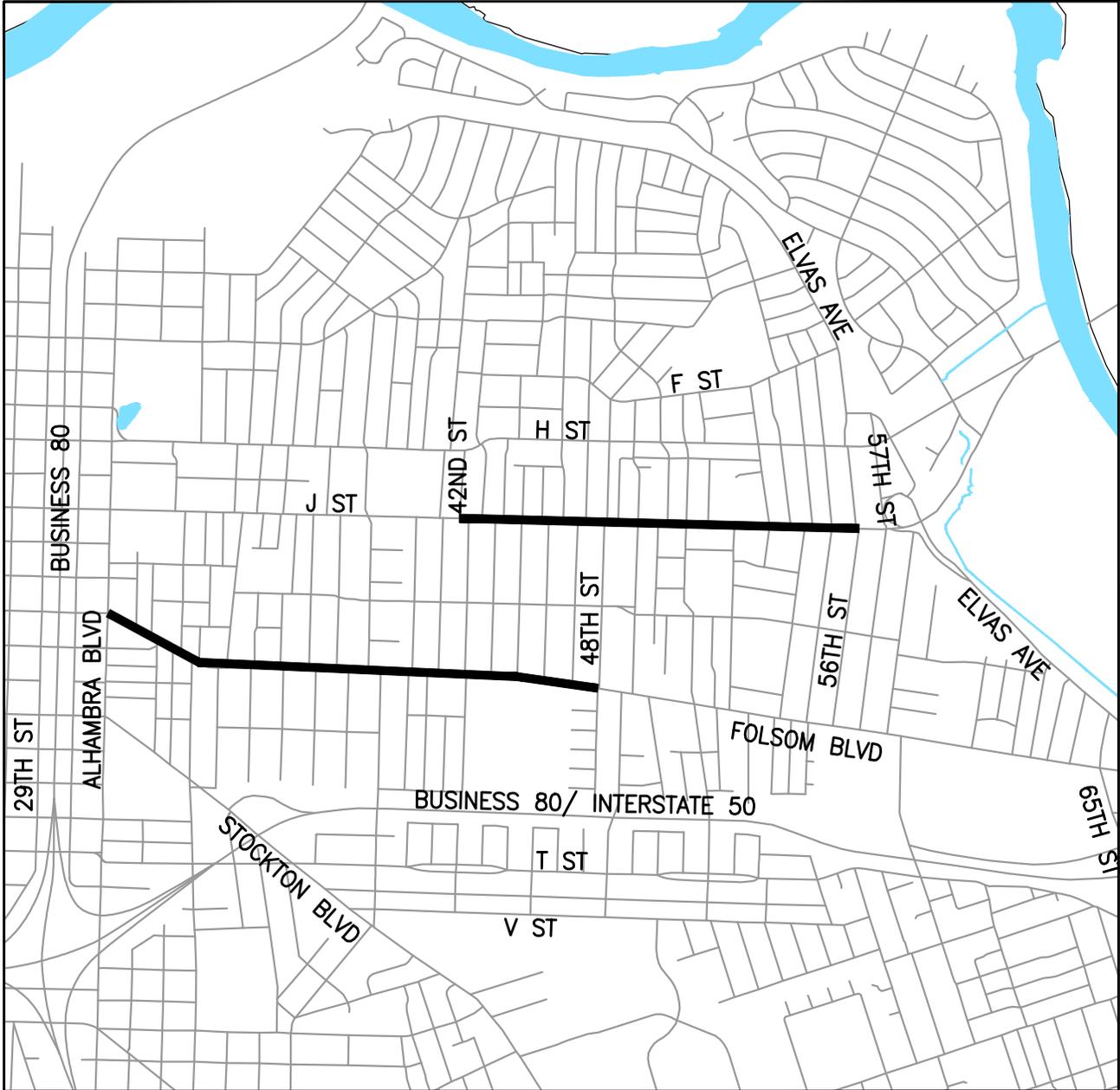
Slurry Seal – This is a blend of oil and small rocks, which is a one day preventative maintenance procedure. The majority of city streets will receive this type of resurfacing treatment.

Microsurfacing – This type of resurfacing is similar to a Slurry Seal but has polymers added to the mix designed to increase product durability and strength. This treatment is typically placed on heavily traveled roadways.

Chip Seal – A chip seal is an application of liquid asphalt covered with small rock chips. This treatment, which adds strength to the existing pavement, is relatively long-lasting and cost-effective. This product also incorporates the use of recycled rubber tires in the mix design.

Cape Seal – A cape seal consists of first applying a chip seal and then adding a slurry seal approximately one week later.

Map No. 1 Council District 3 Microsurfacing



Map Contact
K. CHAHAL

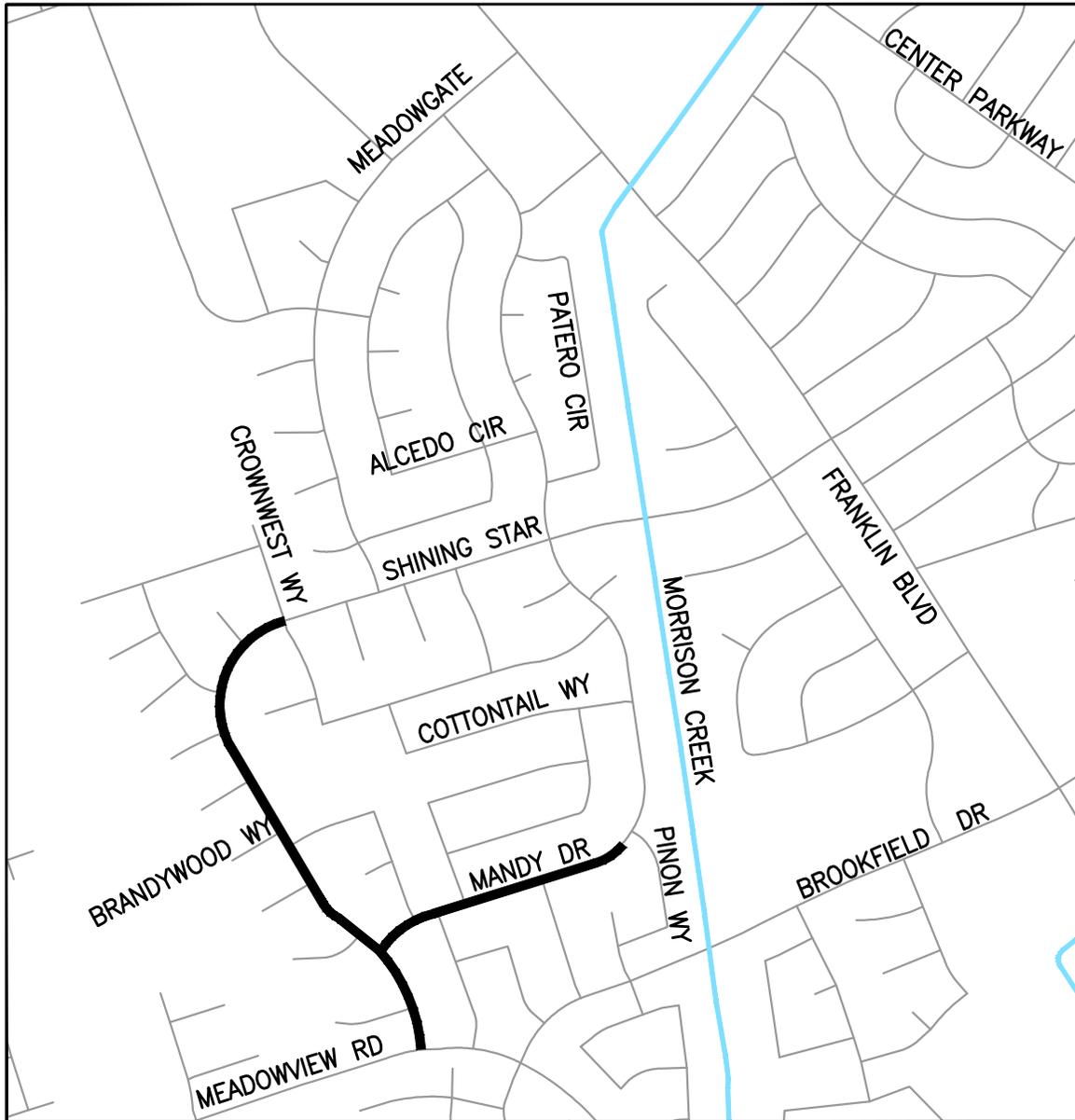
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2013 STREET SEAL COAT PROJECT

PN: R15132020

MAY 7, 2013

Map No. 2
Council District 8
Microsurfacing



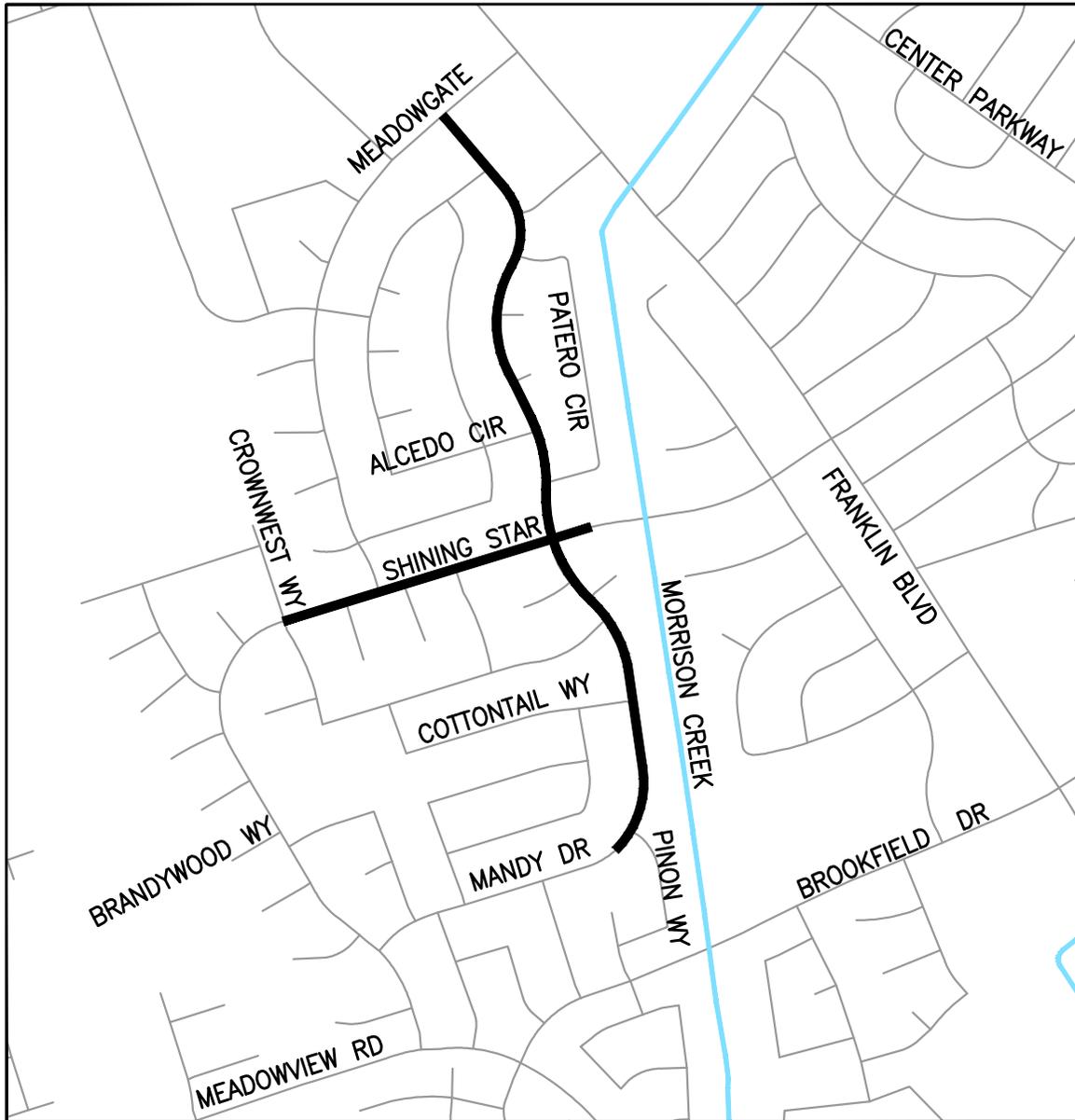
Map Contact
K. CHAHAL

0 2000 4000 6000 8000

2013 STREET SEAL COAT PROJECT
PN: R15132020

MAY 7, 2013

Map No. 3
Council District 8
Chip Seal
Microsurfacing



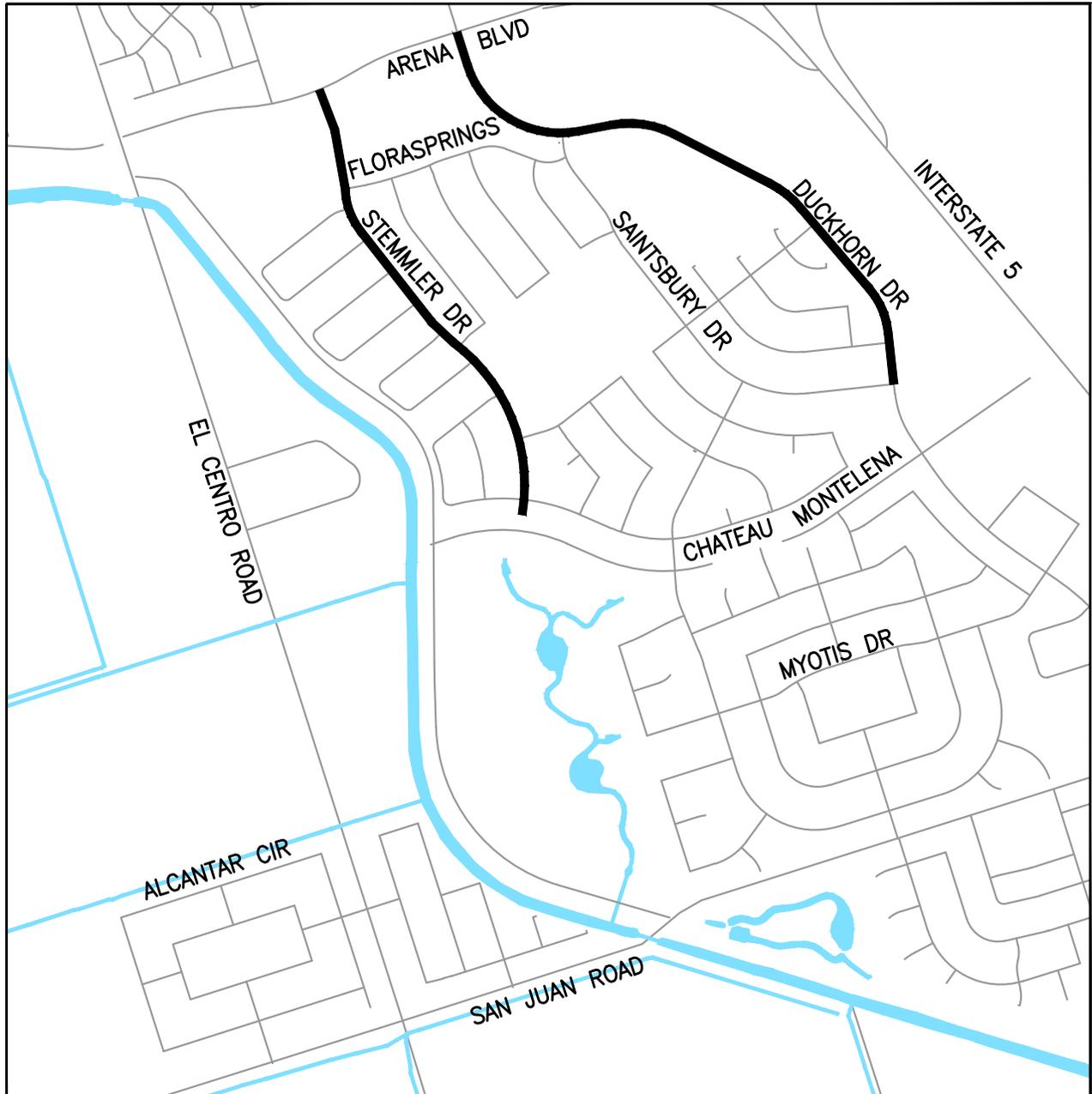
Map Contact
K. CHAHAL

0 2000 4000 6000 8000

2013 STREET SEAL COAT PROJECT
PN: R15132020

MAY 7, 2013

Map No.4
Council District 1
Microsurfacing



Map Contact
K. CHAHAL

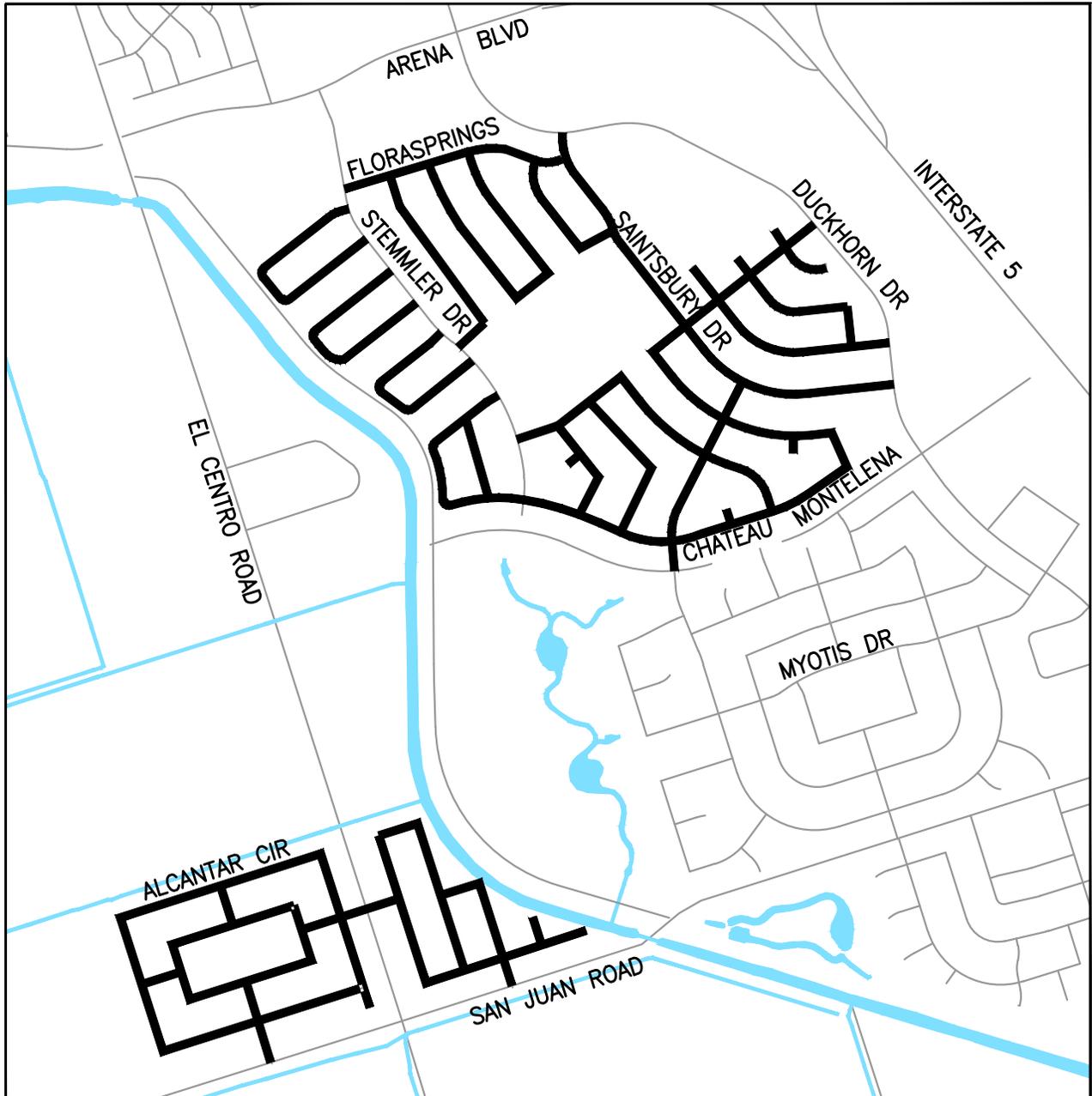
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2013 STREET SEAL COAT PROJECT
PN: R15132020



MAY 7, 2013

Map No.5
Council District 1
Slurry Seal



Map Contact
K. CHAHAL

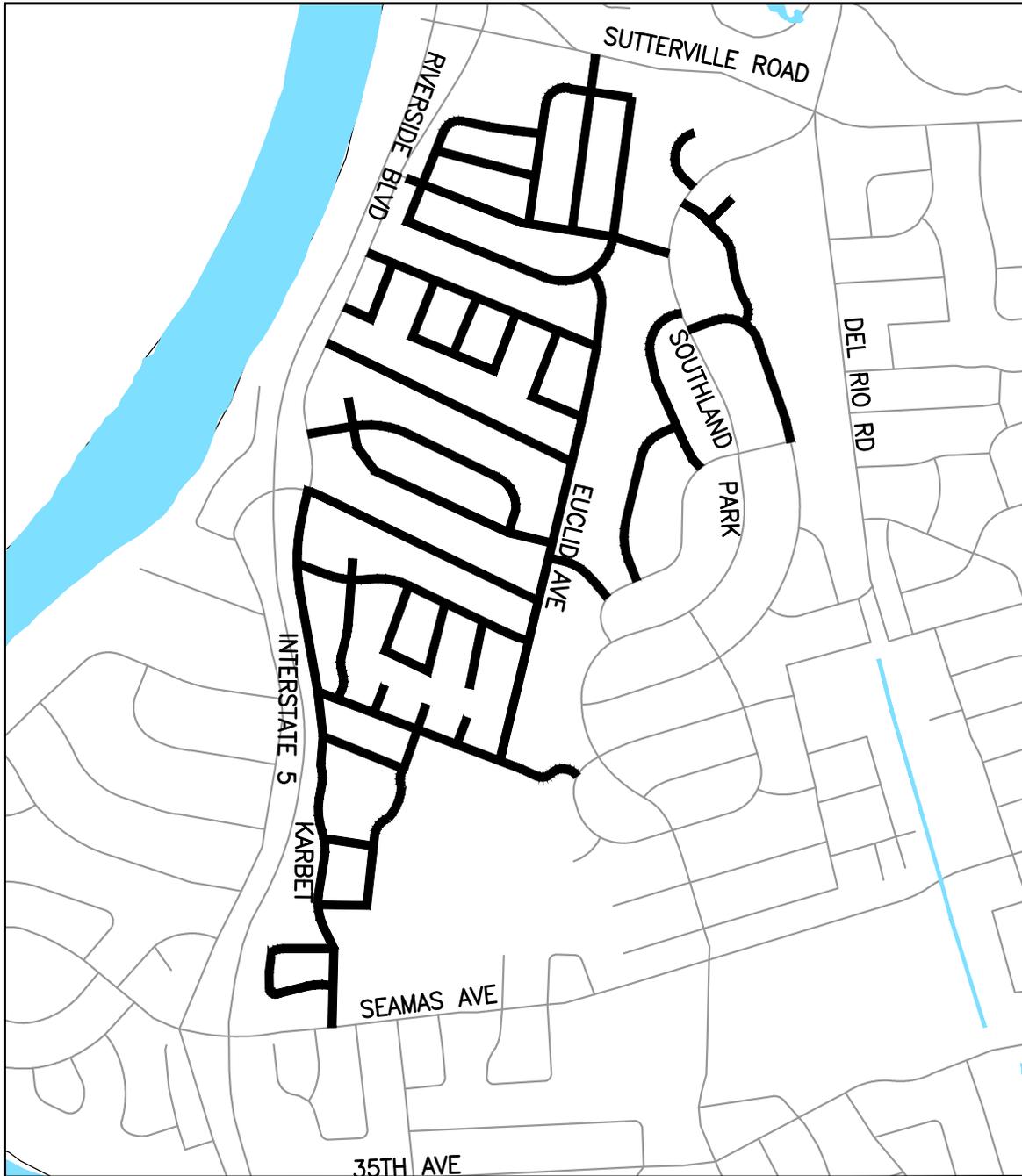
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2013 STREET SEAL COAT PROJECT
PN: R15132020



MAY 7, 2013

Map No. 6
Council District 4
Chip Seal
Slurry Seal



Map Contact
K. CHAHAL

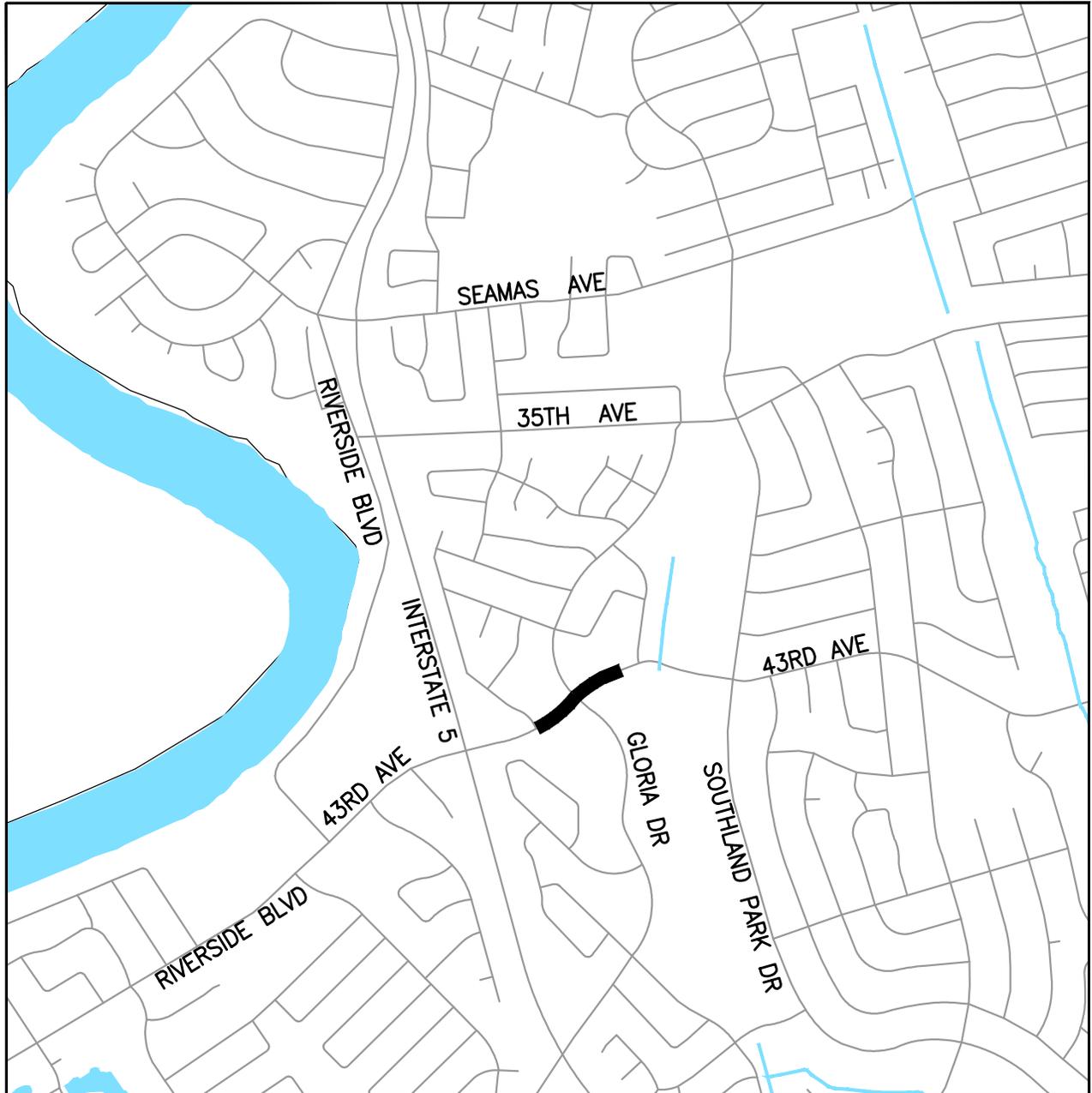
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2013 STREET SEAL COAT PROJECT
PN: R15132020

MAY 7, 2013



Map No.7
Council District 5
Microsurfacing

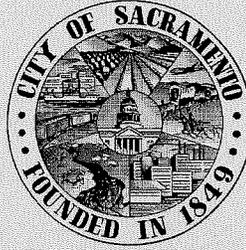


Map Contact
K. CHAHAL

0 1000 2000 3000 4000

2013 STREET SEAL COAT PROJECT
PN: R15132020

MAY 7, 2013



DEPARTMENT OF
PUBLIC WORKS

CITY OF SACRAMENTO
CALIFORNIA

915 I ST
RM 2000
SACRAMENTO, CA
95814-2702

ENGINEERING SERVICES
DIVISION

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

**CONTRACT SPECIFICATIONS
FOR**

2013 Street Seal Coat Project

(PN: R15132020)

Separate Plans

For Pre-Bid Information Call:
Greg Smith, Project Manager
(916) 808-8364
gsmith@cityofsacramento.org

Bids to be received before
2:00 P.M. June 12, 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: **\$1,600,000.00** Construction Time: 30 working Days



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 374514



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	374514	Extract Date 6/25/2013
	CALIFORNIA PAVEMENT MAINTENANCE COMPANY INC DBA C P M	
Business Information	Business Phone Number: (916) 381-8033	
	9390 ELDER CREEK ROAD SACRAMENTO, CA 95829	
Entity	Corporation	
Issue Date	04/13/1979	
Expire Date	04/30/2015	
License Status	ACTIVE	
	This license is current and active. All information below should be reviewed.	
Classifications	CLASS	DESCRIPTION
	C12	EARTHWORK AND PAVING
	A	GENERAL ENGINEERING CONTRACTOR
Bonding	CONTRACTOR'S BOND	
	This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.	
	Bond Number: 063S103558087BCM	
	Bond Amount: \$12,500	
	Effective Date: 01/01/2007	
	Contractor's Bond History	
	BOND OF QUALIFYING INDIVIDUAL	
	1. The Responsible Managing Officer (RMO) RAYNER GORDON LEROY certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.	
	Effective Date: 01/01/1980	

WORKERS' COMPENSATION

This license has workers compensation insurance with
CALIFORNIA INSURANCE COMPANY

Workers' Compensation

Policy Number: 739101140110

Effective Date: 08/01/2012

Expire Date: 08/01/2013

[Workers' Compensation History](#)

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

Personnel List	Salesperson 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
<p>Ayodejia A. Ogundare, Individual Dba Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CSLB#710322 Decision </p>	<p>5/15/2013 through 5/15/2014</p>
<p>Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision </p>	<p>7/29/12 through 7/28/15</p>
<p>FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision </p>	<p>6/14/12 through 6/13/15</p>
<p>Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision </p>	<p>3/29/12 through 3/28/15</p>
<p>Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision </p>	<p>3/31/11 through 3/30/13</p>
<p>All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision </p>	<p>3/31/11 through 3/30/13</p>
<p>Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) Decision Addendum </p>	<p>3/1/11 through 2/28/14</p>

Labor Commissioner's Office

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

File a Claim

- Wage claims
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- Claims for retaliation or discrimination

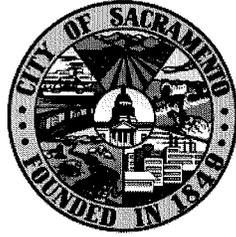
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**City of Sacramento
Formal Bid / Proposal Delivery Options**

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 1 st 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 1 st Floor Room 1119 Sacramento, CA 95814

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Subcontractor Form	1 only
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Worker's Compensation Certification	1 only
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Pay Request Application	1 - 2
Schedule of Values	1 only
Guarantee	1 only
Sample NTP	1 only
Special Provisions	1 - 54

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 June 12, 2013** and will be opened as soon thereafter as business allows, in the Closed Session Room #CH1104, New City Hall for:

**2013 Street Seal Coat Project
(PN: R15132020)**

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:

**2013 Street Seal Coat Project
(PN: R15132020)**

Copies of the Contract Documents, including plans and specifications 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.

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

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

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

CPM- CALIFORNIA PAVEMENT MAINTENANCE CO. INC

BID PROPOSAL CHECKLIST

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

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

*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.

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:

**2013 STREET SEAL COAT PROJECT
 (R15132020)**

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	SLURRY SEAL (TYPE II) TO PLACE	242,857	SY	\$ 1.20	\$ 291,428.40
2	MICROSURFACING (TYPE II) TO PLACE	132,174	SY	\$ 1.29	\$ 170,504.46
3	MODIFIED ASPHALT BINDER CHIP SEAL TO PLACE	144,704	SY	\$ 2.86	\$ 413,853.44
4	BASE REPAIR	2,858	TN	\$ 168-	\$ 480,144-
5	TRAFFIC STRIPE (4" & 6") TO REMOVE	28,947	LF	\$.38	\$ 10,999.86
6	TRAFFIC STRIPE (8") TO REMOVE	990	LF	\$.78	\$ 772.20
7	TRAFFIC STRIPE (12") TO REMOVE	6,967	LF	\$ 1.56	\$ 10,868.52
8	PAVEMENT MARKINGS TO REMOVE	4,430	SF	\$ 1.56	\$ 6,910.80
9	RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	3,015	EA	\$ 3.12	\$ 9,406.80
10	THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE	30,389	LF	\$.52	\$ 15,802.28
11	THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE	16,463	LF	\$.62	\$ 10,207.06
12	THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE	1,110	LF	\$.83	\$ 921.30
13	THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE	8,127	LF	\$ 2.08	\$ 16,904.16

14	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	2,628	SF	\$ 4.00	\$ 10,512.00
15	PAVEMENT GRINDING AT CURB RAMPS	41	EA	\$ 650-	\$ 26,650.00
16	MANHOLE HEAD TO RAISE	18	EA	\$ 728-	\$ 13,104-
17	WATER VALVE BOX TO RAISE	12	EA	\$ 728-	\$ 8,736-
18	TRAFFIC SIGN TO PLACE	84	EA	\$ 130-	\$ 10,920-
19	NEW SIGN POST TO PLACE	10	EA	\$ 208-	\$ 2,080-

CONTRACTOR NAME: TOTAL \$ 1,510,725.28

It is understood that this Bid Proposal is based upon completion of the Work within a period of **THIRTY (30) 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. Contract 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. #	<u>1</u>	DATE	<u>6/5/2013</u>
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____

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

Corporation

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR: CALIFORNIA PAVEMENT
MAINTENANCE COMPANY, INC.

By [Signature]
(Signature)

_____ BRUCE TAYLOR
(Print or Type) VICE PRESIDENT

Title _____
Address 9390 ELDER CREEK RD.

SACRAMENTO, CA 95829

Telephone No. (916) 386-8033

Fax No. (916) 386-3703

Email Address btaylor@cpmanerica.com

Date 6-12-2013

FOR CITY USE ONLY

Bid Bond Security	
<input type="checkbox"/> Properly Signed	<input type="checkbox"/> Improperly Signed
<input type="checkbox"/> Not Included	<input type="checkbox"/> Not Required
Type of Deposit	
<input checked="" type="checkbox"/> Bid Bond	<input type="checkbox"/> Cashier/Certified Check
<input type="checkbox"/> Other	Initial: <u>BT</u>

Contractor's License No. 374524 Type A, C12

Expiration Date 4/30/2015

Tax I.D. Nos. - Fed. 94-224342 State CA

City of Sacramento Business Operation Tax Certificate No. 99021

(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 # _____

KNOW ALL MEN BY THESE PRESENTS,

That we, California Pavement Maintenance Company, Inc. dba: C P M

as Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Conneticut 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 June 12, 2013 for the Work specifically described as follows:

**2013 Street Seal Coat Project
(PN: R15132020)**

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

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

IN WITNESS THEREOF We have hereunto set our hands and seal this 12th
day of June 2013.

California Pavement Maintenance Company, Inc. dba: CPM

(Contractor) (Seal)
By *Bruce Taylor*
Title BRUCE TAYLOR
VICE PRESIDENT

ORIGINAL APPROVED AS TO FORM:

City Attorney

Travelers Casualty and Surety Company of America

(Surety) (Seal)
By *Renee Ramsey*
Title Renee Ramsey, Attorney In Fact
Agent Name and Address InterWest Insurance Services, Inc.
3636 American River Dr., 2nd Flr, Sacramento, CA 95864
Agent Phone # 916-488-3100
Surety Phone # 916-852-5269
California License # 0B01094

ACKNOWLEDGMENT

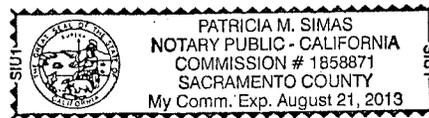
State of California
County of Sacramento)

On June 12, 2013 before me, Patricia M. Simas, Notary Public
(insert name and title of the officer)

personally appeared Renee Ramsey
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 Patricia M. Simas (Seal)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225652

Certificate No. 005217551

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

B. G. Midstokke, Renee Ramsey, Richard W. Pratt, Patricia M. Simas, and Katherine Gordon

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 3rd day of October, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of June, 20 13.

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

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



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

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: CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC.
BY: Bruce Taylor Signature BRUCE TAYLOR Title VICE PRESIDENT Date: 6-12-2013

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.

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:
374514 A, C12 4-30-2015
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
 Yes No
3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No
4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No
5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

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

Yes No Not applicable

OR

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

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

Yes No Not applicable

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

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

Yes No

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

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

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

Yes No

OR

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

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

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)

EH = total hours worked by all employees during the calendar year

200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes No

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

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

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at Sacramento, CA (Location), on 6-12-2013 (Date)

Signature: 

Print name: BRUCE TAYLOR
VICE PRESIDENT

Title: _____

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

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**

**California Pavement
Maintenance Co., Inc.**

Name of Contractor **9390 Elder Creek Road
Sacramento, CA 95829-9326**

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,

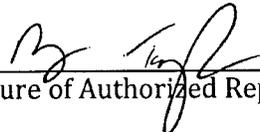
for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

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

6-12-2013

Date

Print Name **BRUCE TAYLOR**
VICE PRESIDENT

Title



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

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

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

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

The included employee benefits are:

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

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

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

You May ...

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

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

- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs



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

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

The included employee benefits are:

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

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

You May ...

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

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

Discrimination and Retaliation Prohibited.

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

You May Also ...

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

**2013 STREET SEAL COAT PROJECT
(R15132020)
Addendum No. 1**

Item #1: The bid due date has not changed.

Item #2: Bid item no. 3 "Modified Asphalt Binder Chip Seal To Place" requires a 15% minimum of tire derived crumb rubber in the modified asphalt binder. This addendum shall change the 15% minimum to a **10%** minimum.

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.

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

**AGREEMENT
(Construction Contract Over \$25,000)**

THIS AGREEMENT, dated for identification July 23, 2013, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and California Pavement Maintenance Company, Inc., 9390 Elder Creek Road, Sacramento CA 95829 ("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:

**2013 Street Seal Coat Project
(PN: R15132020)**

including the Work called for in the following alternative bid items described in the Proposal Form:

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

(A) For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and

(B) For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

(A) On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

(B) No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of

the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

(C) Contractor shall not be paid for any defective or improper Work.

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

(E) The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **30 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 not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall

not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

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

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

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

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

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

28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

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

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

(B) The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE 7/3/2013

BY [Signature]

Print Name

BRUCE TAYLOR

Title

VICE PRESIDENT

BY [Signature]

Print Name

Tina B. Feeney

Title

Corporate Secretary

Federal ID# 94-2743425

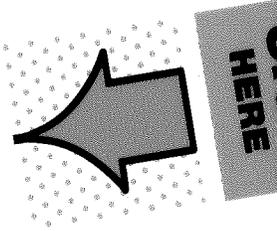
State ID# 268 1192 7

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained) 99021

Type of Business Entity (check one):

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

CITY OF SACRAMENTO
a municipal corporation



DATE _____

BY _____

For: _____
City Manager

Original Approved As To Form:

Attest:

[Signature]
City Attorney

City Clerk

Premium is for contract term and is subject to adjustment based on final contract price.

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Public Works
Page 1 of 1

Bond No.: 105948128

Premium: \$9,064.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to:

as principal, hereinafter called Contractor, a contract for construction of:

**2013 Street Seal Coat Project
(PN: R15132020)**

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 California Pavement Maintenance Company, Inc., 9390 Elder Creek Road, Sacramento CA 95829

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
Travelers Casualty and Surety Company of American, 11070 White Rock Road, Ste 130, Rancho Cordova, CA 95670
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: **ONE MILLION FIVE HUNDRED TEN THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS TWENTY EIGHT CENTS (\$1,510,725.28)**, 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 signed by _____ authorized representatives of the Contractor and Surety. SIGNED AND SEALED on July 3

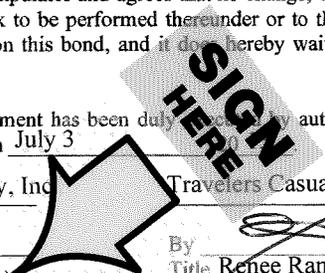
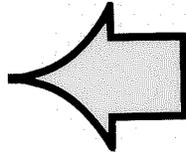
California Pavement Maintenance Company, Inc. _____ Travelers Casualty and Surety Company of America

By _____ (Contractor) _____ (Seal)
Title Bruce Taylor, Vice President

By _____ (Surety) (Seal)
Title Renee Ramsey, Attorney-in-Fact
Agent Name and Address InterWest Insurance Services, Inc.
3636 American River Dr, 2nd Fl, Sacramento, CA 95864
Agent Phone # (916) 488-3100
Surety Phone # (916) 852-5265
California License # 0B01094

ORIGINAL APPROVED AS TO FORM:

City Attorney



ACKNOWLEDGMENT

State of California
County of Sacramento)

On July 3, 2013 before me, Patricia M. Simas, Notary Public
(insert name and title of the officer)

personally appeared Renee Ramsey ,
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 *Patricia M. Simas* (Seal)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226822

Certificate No. 005538106

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

B. G. Midstokke, Renee Ramsey, Richard W. Pratt, Patricia M. Simas, Katherine Gordon, John J. Weber, and Joseph H. Weber

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of June, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of June, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**CITY OF SACRAMENTO
PAYMENT BOND**

Department of Public Works
Page 1 of 1

Bond No.: 105948128
Premium: included in performance bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: California Pavement Maintenance Company, Inc., 9390 Elder Creek Road, Sacramento CA 95829

hereinafter called Contractor, a contract for construction of:

**2013 Street Seal Coat Project
(PN: R15132020)**

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*):
Travelers Casualty and Surety Company of American, 11070 White Rock Road, Ste 130, Rancho Cordova, CA 95670
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all 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 FIVE HUNDRED TEN THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS TWENTY EIGHT CENTS (\$1,510,725.28), 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 _____, 20 13.

California Pavement Maintenance Company, Inc. _____ Travelers Casualty and Surety Company of America

By _____ (Contractor) (Seal)

Title Bruce Taylor, Vice President

ORIGINAL APPROVED AS TO FORM:

[Signature]
City Attorney

**SIGN
HERE**

By _____ (Surety) (Seal)

Title: Renee Ramsey, Attorney-in-Fact

Agent name and Address: InterWest Insurance Services, Inc.
3636 American River Dr, 2nd Fl, Sacramento, CA 95864

Agent Phone #: (916) 488-3100

Surety Phone #: (916) 852-5265

California License # 0B01094

ACKNOWLEDGMENT

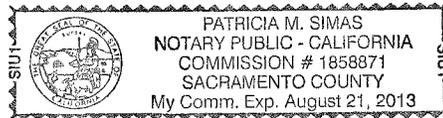
State of California
County of Sacramento)

On July 3, 2013 before me, Patricia M. Simas, Notary Public
(insert name and title of the officer)

personally appeared Renee Ramsey,
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 Patricia M. Simas (Seal)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226822

Certificate No. 005538107

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

B. G. Midstokke, Renee Ramsey, Richard W. Pratt, Patricia M. Simas, Katherine Gordon, John J. Weber, and Joseph H. Weber

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of June, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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St. Paul Guardian Insurance Company

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State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of June, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

SURETY CONTACT INFORMATION

Insurance certificates:

Warren G. Bender Company

Contact: Darvi Post

516 Gibson Drive, Suite 240

Roseville, CA 95678

Phone: 916-380-5330

Fax: 916-380-5330

dpost@wgbender.com

Bonds:

InterWest Insurance Services, Inc.

Contact: Renee Ramsey

3636 American River Drive, 2nd Floor

Sacramento, CA 95864

(916) 609-8383 **Office**

(800) 444-4134 **Toll Free**

(916) 979-7983 **Fax**

rramsey@iwins.com

Construction and Demolition (C&D) Debris Recycling Requirements

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

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

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

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

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

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

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

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

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

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

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

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

C&D Debris Waste Management Plan

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

Form
submitted by:

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

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min \$40, max \$800); security deposit, if applicable, is 1% of bid amount (max \$10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Job Address: _____

Contractor: _____

Address: _____

Engineering

Estimate: _____

Phone: _____

Email: _____

B. Briefly describe the project:

C. Materials Required to be Recycled

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



D. Material Management

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

C&D Debris Waste Management Plan

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

E. Definitions.

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

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

F. Terms and Conditions

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

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

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

Franchised Haulers

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

Recyclers*

Recovery Stations & Landfills

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

More updated information can be found online at:

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

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

Monthly Pay Request Application and Schedule of Values Processing

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



DEPARTMENT OF TRANSPORTATION
 ENGINEERING SERVICES DIVISION
 915 I Street, Room 2000
 Sacramento, CA 95814

PAY REQUEST APPLICATION

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

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

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

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



SCHEDULE OF VALUES

V4 - temp 5%

PROJECT NAME: 2013 Street Seal Coat Project
CITY PROJECT NUMBER: R15132020
CONTRACTOR: (As per City Agreement)
REMITTANCE ADDRESS:
PHONE NUMBER: ()
INVOICE NUMBER: R15132020-

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

Remit To:
 Department of Public Works
 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	SLURRY SEAL (TYPE II) TO PLACE	242,857	SY									242,857.00	
2	MICROSURFACING (TYPE II) TO PLACE	132,174	SY									132,174.00	
3	MODIFIED ASPHALT BINDER CHIP SEAL TO PLACE	144,704	SY									144,704.00	
4	BASE REPAIR	2,858	TN									2,858.00	
5	TRAFFIC STRIPE (4" & 6") TO REMOVE	28,947	LF									28,947.00	
6	TRAFFIC STRIPE (8") TO REMOVE	990	LF									990.00	
7	TRAFFIC STRIPE (12") TO REMOVE	6,967	LF									6,967.00	
8	PAVEMENT MARKINGS TO REMOVE	4,430	SF									4,430.00	
9	RAISED REFLECTIVE PAVEMENT MARKERS TO PLACE	3,015	EA									3,015.00	
10	THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE	30,389	LF									30,389.00	
11	THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE	16,463	LF									16,463.00	
12	THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE	1,110	LF									1,110.00	
13	THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE	8,127	LF									8,127.00	
14	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	2,628	SF									2,628.00	
15	PAVEMENT GRINDING AT CURB RAMPS	41	EA									41.00	
16	MANHOLE HEAD TO RAISE	18	EA									18.00	
17	WATER VALVE BOX TO RAISE	12	EA									12.00	
18	TRAFFIC SIGN TO PLACE	84	EA									84.00	
19	NEW SIGN POST TO PLACE	10	EA									10.00	
Original Contract Total:													
Change Order #1 - See change order summary sheet for details													
Change Order #2 - See change order summary sheet for details													
Change Order #3 - See change order summary sheet for details													
Change Order #4 - See change order summary sheet for details													
Change Order #5 - See change order summary sheet for details													

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
	Change Order #6 - See change order summary sheet for details												
	Change Order #7 - See change order summary sheet for details												
	Change Order #8 - See change order summary sheet for details												
	Change Order #9 - See change order summary sheet for details												
	Sum of all Change Orders				\$0.00	"Total Work to Date" From Previous Pay Request	This Estimate (current work)	Total Work to Date	Balancing Total of Adjusted Contract	\$0.00			
	CCO Adjusted Contract Amount (Original + Change Orders)				\$0.00	Retention Withheld From Previous Pay Request	This Retention (current work) (5%)	Retention Withheld to Date					
	Partial Retention Release (Prior approval is needed before proceeding with partial retention release)					"Retention Released to Date" From Previous Pay Request	Current Retention Release	Retention Released to Date					
						"Total Paid To Date" from Previous Pay Request	This Payment	Total Paid to Date					Supervisor Approval (Print & Sign)

Contractor Entered Data
 PM Entered Data



DEPARTMENT OF
TRANSPORTATION

CITY OF SACRAMENTO
CALIFORNIA

915 I St, RM 2000

SACRAMENTO, CA
95814-2702

ENGINEERING SERVICES
DIVISION

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

NOTICE TO PROCEED

DATE

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

RE: 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

WORKER'S COMPENSATION CERTIFICATION

**2013 Street Seal Coat Project
(PN: R15132020)**

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: 7/3/2013 Contractor CALIFORNIA PAVEMENT MAINTENANCE COMPANY, INC.

By 
Signature
BRUCE TAYLOR
VICE PRESIDENT

GUARANTEE

We hereby guarantee the **2013 Street Seal Coat Project (PN: R15132020)** the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

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

Dated: 7/3/2013

Signed: 

BRUCE TAYLOR
VICE PRESIDENT

Printed Name

**California Pavement
Maintenance Co., Inc.**

Company

**9390 Elder Creek Road
Sacramento, CA 95829-9326**

Address



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DP

DATE (MM/DD/YYYY)

07/05/13

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

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

PRODUCER Warren G. Bender Co. 516 Gibson Drive Suite 240 Roseville, CA 95678 Stephen D. Bender	916-380-5300	CONTACT NAME: Warren G. Bender Co	
	916-380-5206	PHONE (A/C No, Ext): 916-380-5300 FAX (A/C No): 916-380-5206	
		E-MAIL ADDRESS: certs@wgbender.com	
		PRODUCER CUSTOMER ID #: CALI-10	
INSURED California Pavement Maintenance Company, Inc. DBA CPM 9390 Elder Creek Road Sacramento, CA 95829	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Tokio Marine Specialty Ins. Co		
	INSURER B: National Fire Ins of Hartford		20478
	INSURER C: RSUI Indemnity Co.		
	INSURER D: California Insurance Company		38865
	INSURER E: Valley Forge Insurance Co.		20508
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY	X		PPK995583	03/31/13	03/31/14	EACH OCCURRENCE	\$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000			
							PERSONAL & ADV INJURY	\$ 1,000,000			
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000			
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COM/POP AGG	\$ 2,000,000			
								\$			
B	AUTOMOBILE LIABILITY			4026173340	09/30/12	09/30/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$			
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$			
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$			
	<input type="checkbox"/> HIRED AUTOS							\$			
<input type="checkbox"/> NON-OWNED AUTOS		\$									
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>		BE020750917	03/31/13	03/31/14	EACH OCCURRENCE	\$ 1,000,000			
	EXCESS LIAB						AGGREGATE	\$ 1,000,000			
	DEDUCTIBLE							\$			
RETENTION	\$		\$								
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N/A	X	73-910114-01-10	08/01/12	08/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)								E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E	Rented/Leased			4026173354	09/30/12	09/30/13	Limit	150,000			
							Ded	1,000			

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

PN:R15132020 2013 Street Seal Coat Project / City of Sacramento, its officials, employees and volunteers are included as additional insureds per the attached endorsements. AI, WC WOS, WRAP UP Exclusion

CERTIFICATE HOLDER

CANCELLATION

CITYOSA

City of Sacramento
Department of Transportation
Engineering Services Division
915 I St Rm 2000
Sacramento, CA 95814

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen D. Bender Ins.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization.

(x) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium 2500

The premium charge for this endorsement shall be of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium

5. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 08/01/12
Insured California Pavement Maintenance Company, Inc.

Policy No. 73-910114-01-10

Endorsement No. 8
Premium \$ 2,500.00

Insurance Company California Insurance Company

Countersigned by



POLICY NUMBER: PPK995583

COMMERCIAL GENERAL LIABILITY
CG 21 54 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

WRAP UP WORK

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

POLICY NUMBER: PPK995583

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

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) CALIFORNIA PAVEMENT MAINTENANCE CO.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 9390 ELDER CREEK ROAD	Requester's name and address (optional)
City, state, and ZIP code SACRAMENTO, CA 95829		
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.

Social security number									

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

Employer identification number									
9	4	-	2	7	4	3	4	2	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 ▶	Date ▶ 1/2/2013
------------------	----------------------------	------------------------

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.

SPECIAL PROVISIONS

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(PN: R15132020)

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**SPECIAL PROVISIONS
FOR
2013 STREET SEAL COAT PROJECT
(PN: R15132020)**

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of resurfacing (slurry seals, microsurfacing, and chip seals) various residential, collector, and arterial streets (see APPENDIX) within the City of Sacramento. This work shall consist of mixing asphaltic emulsion, aggregate, set-control additives, water, and spreading the mixture on properly prepared surfacing and any other work involved in constructing or placing material. This work shall also include the removal and placement of traffic striping and markings, and the placement of new traffic signs and raised pavement markers.

1.2 SPECIFICATIONS

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

1.3 COMPLETION TIME

The time limit for the completion of all items of work is Thirty (30) 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 Thirty (30) 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 calendar day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

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

1.7 CERTIFICATE OF COMPLIANCE

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

1.8 EQUIPMENT TO BE SUPPLIED

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

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

1.9 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

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

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

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

- City Solid Waste Division, Enrique Hernandez (phone 808-4841) and Ray Escobar (808-4834) for garbage pick-up coordination. Fax number is 433-4944

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

School Coordination

The Contractor shall coordinate with the following schools principals a minimum of seven (7) working days prior to construction operations to determine the most appropriate time and day to resurface the streets surrounding the schools:

Witter Ranch Elementary School
3790 Poppy Hill Way (Map #4)

Sam Brannan Middle School
5301 Elmer Way (Map #5)

John Cabrillo Elementary School
1141 Seamas Avenue (Map # 5)

The Contractor shall advise the Engineer of the coordination provisions established with the above schools, and shall incorporate all coordination requirements into the project schedule.

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.

1.11 PROJECT SCHEDULING

The Contractor shall submit to the Engineer a practicable progress schedule and a schedule of values at the pre-construction meeting and within 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.

The Contractor shall be required to provide and submit to the Engineer a weekly schedule of striping and sealing work for each week by 4:00 P.M. Monday the week before planned work.

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

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

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work. This plan shall be submitted a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to begin work until the Engineer has approved the plan.

The Contractor shall schedule resurfacing such that access to an area is maintained and that residents will be within 1,000 feet of an open street with a route out of the area being resurfaced. However, the Engineer has the right to modify the above criteria to accommodate the residents' needs.

No street or lane shall be closed prior to 8:30 A.M. and all streets and lanes shall be open to traffic by 4:00 P.M. for all resurfacing operations. The Contractor shall stop the resurfacing operation by 2:00 P.M. to allow for curing time, so that the street can be open to traffic by 4:00 P.M. unless otherwise approved by the Engineer. However, the Engineer has the right to stop a resurfacing operation even prior to 2:00 P.M. if he/she deems necessary. **The Contractor can be assessed an administrative penalty of \$1,000 per each street that is not open to all existing lanes of traffic by 4:00 P.M.**

The Contractor shall place Type III barricades with "Road Closed - Fresh Oil" signs at the ends of each street in the process of being resurfaced. The signs shall remain in place until the mixture has cured sufficiently so that the material will not adhere to the tires of vehicles.

The Contractor is hereby notified that the following major streets and any other street as determined by the Engineer will require special construction considerations:

- J Street (Map No. 1)
- Folsom Boulevard (Map No. 1)
- Shining Star Drive (Map No. 2 and 3)
- Mandy Drive (Map No. 2 and 3)
- Stemler Drive (Map No. 4)
- Duckhorn Drive (Map No. 4)
- Karbet Way (Map No. 6)
- 43rd Avenue (Map No. 7)

The Contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles at least ten (10) working days in advance of resurfacing for each major street and any other as determined by the Engineer. The traffic control plan shall include any temporary traffic signal modifications and advance warning signs. Two-way traffic must be maintained for all major streets at all times, unless otherwise approved by the Engineer. All streets shall have a minimum of one (1) ten (10) foot wide lane open to

9. A statement that the applicant understands that the plan may be modified by the Engineer at any time in order to eliminate or avoid traffic conditions that are hazardous to the safety of the public.

Implementation of Traffic Control Plan

1. Except when performing emergency repairs, no person shall perform any work that will obstruct vehicular or pedestrian traffic on a City street unless a traffic control plan has been approved by the Director.
2. If the work to be performed under the approved traffic control plan is not commenced and completed within the times specified in the plan, the plan shall be deemed to have expired, and shall be void, and a new plan shall be required prior to commencing or continuing work.
3. When implementing traffic control measures, the contractor must have the traffic control plan available at the site for inspection by the Engineer.

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

1.14 PUBLIC NOTIFICATION

The Contractor shall be required to notify residents/businesses adjacent to the work three (3) calendar days in advance of resurfacing work (except that for Monday work, residents shall be notified on the prior Thursday) with a City supplied door hanger. The Contractor will be responsible for inserting the date on which a street will be sealed. Any changes in the Contractor's schedule shall require that re-notification take place at the Contractor's expense. At the preconstruction meeting the Contractor shall be given 6,500 door hangers for the resurfacing operation. It is the Contractor's responsibility to obtain, at his expense, additional door hangers.

Door hangers shall be placed on doors before 1:00 PM on the required day to allow sufficient time for City inspection.

The Contractor shall not be allowed to begin work until the residents/businesses within the work area have been notified. The Contractor shall submit the street names, the time, and the date the notices were placed to the Engineer prior to commencing work. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by residents/businesses to answer their concerns.

For the chip seal operation, streets can be posted for "No Parking" from 8:30am to 5:00pm on the day of the chip seal and the day following.

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

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.

1.18 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.

Special Conditions - All licenses, insurance, etc., necessary to assume the legal responsibility for said work shall be acquired by the Contractor to cover the liabilities which might be caused by said work.

All workmen shall comply with State Compensation Safety Rules and must wear safety equipment at all times while on the job. Adequate warning devices, barricades, guards, cones, etc., shall be placed and necessary precautions shall be taken by the Contractor to provide protection for the workers, pedestrians and vehicular traffic in the area. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. It shall be the responsibility of the Contractor to work out any cooperative work schedules as necessary.

1.19 SIGNING AND STRIPING PLANS

Signing and striping plans are currently not available for this project. Layout diagrams of the proposed signing and striping are available for review at 915 I Street, Room 2000 (call Greg Smith at (916) 808-8364 to make an appointment).

1.20 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).

1.21 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.

1.22 PERMITS AND STAGING AREA

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

The Contractor shall submit to the Engineer written authorization from the property owner of private property being used for the storage of equipment or materials. A copy of any written agreements entered into between the Contractor and the property owner concerning

1.25 WEEKEND WORK

The Contractor has the option of performing weekend work in commercial areas or around schools, which are closed on Saturdays and Sundays at no extra cost to the City, and if approved by the Engineer.

Weekend work shall be completed between the hours of 7 A.M. and 7 P.M. unless otherwise approved by the Engineer. The Contractor shall provide the Engineer with one week of advanced notice for weekend work.

The Contractor will not be required to compensate the City for costs associated with construction inspection during approved weekend work.

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

1.26 REMOVAL OF ON-STREET PARKING

In Metered Parking Areas:

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

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

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

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

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

In Non-Metered Parking Areas:

- 3M Scotch-Lane A200 Pavement Marking System (reflective raised pavement marker on reflective traffic line tape), manufactured by 3M Company, Highway Safety Products, 1010 Hurley Way, Suite 300, Sacramento, CA 95825, phone (916) 924-9605.
- MV Plastics Chip Seal Marker (1280/1281 Series with Reflexite Polycarbonate, PC 1000, reflector unit), manufactured by MV Plastics, Inc., 533 W. Collines Avenue, Orange, CA 92667, phone (714) 532-1522.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions. Temporary reflective raised pavement markers shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used.

Temporary pavement markers shall be placed immediately after or just before resurfacing operations on all existing striped streets that are open to public traffic prior to final striping. For all stop lines, limit lines, undulations and crosswalks, markers shall be placed every 3 feet along the width of the roadway. For all lane line delineation, including centerline, lane lines and bike and parking lanes on a street where the speed limit is 40 MPH or more, temporary pavement markers shall be placed a maximum of 48 feet apart. Where speeds are less than 40 MPH, markers shall be placed a maximum of 24 feet apart. The Contractor shall be responsible for maintaining the temporary pavement markers until final striping is in place. Temporary pavement markers that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his/her expense.

Barricades shall be placed at each end of each undulation or speed hump facing traffic with an advance speed hump warning sign until final striping is placed.

When no longer required for the work as determined by the Engineer, temporary pavement markers shall be removed in accordance with the provisions in Section 15-2, "Miscellaneous Highway Facilities," of the State Standard Specifications, except as otherwise provided herein. All temporary pavement markings shall be removed by the Contractor responsible for placing the permanent markings before leaving the site.

Standard paint will not be allowed to provide temporary striping and markings. Chalk paint may be used in some instances if approved by the Engineer. If chalk paint is approved, the Contractor will make every effort to place chalk in locations where the permanent striping and markings will be placed.

Payment shall include full compensation for furnishing, placing, maintaining, removing, and disposing of temporary pavement markers and shall be considered as included in the prices paid for the various contract items. No additional compensation will be allowed therefore.

1.28 CLEANING UP

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

that the lanes created by the temporary pavement markers should be used and not the lanes created by the striping layout.

- The Contractor shall comply with the noise regulations of Chapter 8.68 of the Sacramento City Code.
- Long lines/lane lines shall be started and completed for each street segment within one working night to completely transition from two lanes in each direction to one lane in each direction. Temporary pavement markers placed for the previous lane line configurations shall be removed the same night so motorist can clearly identify lanes to be used.

Aggregate:

Slurry seal aggregate for all roads shall conform to ISSA Type II aggregate and shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high quality aggregate, or combination thereof. To assure the material is totally crushed, 100% of the parent aggregate shall be larger than the largest stone in the gradation to be used.

When tested in accordance to AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the aggregate gradation (including the mineral filler) shall be within following bands.

Type II Slurry Seal		
Sieve Sizes	Passing Percentage	Stockpile Tolerance
9.5 mm (3/8")	100	+/- 5%
4.75 mm (#4)	90-100	+/- 5%
2.36 mm (#8)	65-90	+/- 5%
1.18 mm (#16)	45-70	+/- 5%
600 um (#30)	30-50	+/- 5%
330 um (#50)	18-30	+/- 4%
150 um (#100)	10-21	+/- 3%
75 um (#200)	5-15	+/- 2%

After the target gradation has been submitted and identified in the mix design, the percent passing each sieve shall not vary by more than the stockpile tolerance and still remain within the gradation band during the application of slurry seal.

The mineral aggregate shall also conform to the following:

Test	Test Method	Requirements
Sand Equivalent	CTM 217	60 min.
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	CTM 214	15% Maximum w/NA ₂ SO ₄ 25% Maximum w/MgSO ₄
Loss in L.A. Rattler (100 Revolutions)	CTM 211	10% max.
Loss in L.A. Rattler (500 Revolutions)	CTM 211	35% max.
Durability Index	CTM 229	60 min.

Mineral Filler:

Portland Cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. The mineral filler shall be considered as part of the aggregate in calculations regarding slurry seal asphalt content.

Water:

The water added to the slurry seal shall be potable and free of harmful salts and contaminates.

Excess Asphalt by LWT Sand Adhesion	TB-109	50g/ft ² max. (538g/m ² max.)
Wet Stripping	TB-114	Pass (90% min.)
Wet Track Abrasion Loss One hour soak	TB-100	75g/ft ² maximum (807g/m ² max.)

The Wet Track Abrasion test is used to determine the minimum asphalt content.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (min. and max.), water (min. and max.), additive(s) (usage), and asphalt emulsion based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on the field conditions. The Engineer shall give final approval for all such adjustments.

The Engineer shall approve the mix design and all slurry seal materials and methods prior to use. The component materials shall be within the following limits:

RESIDUAL ASPHALT	7.5% - 13.5% (approx. 12.0 - 22.0% emulsion) based on dry weight of aggregate
MINERAL FILLER	0.0% - 2.0% Based on dry weight of aggregate.
ADDITIVES	As needed to control mixing and setting times
WATER	As needed to achieve proper mix consistency.

If directed by the Engineer, the Contractor shall submit samples from all suppliers furnishing a minimum of the following materials. Each sample shall be clearly labeled as to its contents and the words "Slurry Seal."

1. One gallon of the base asphalt
2. One pint of the polymer additive (with clear labeling of polymer type)
3. One quart of asphalt emulsion
4. 50 pounds of slurry seal aggregate

Changes in source or type of materials submitted to the Engineer as Pre-qualification samples shall not be permitted during the entire project without the approval of the Engineer.

Mechanical Proportioning:

Mixer-spreader trucks shall be equipped to proportion emulsion, water, aggregate, and set-control additives by volume. The aggregate shall be proportioned using a belt feeder operated

5. At least two (2) operational spreader trucks shall be available at the job site during the spreading operation except when continuous placement type mixer-spreader trucks are used.

Preparation of Surface:

Immediately prior to applying the slurry, the Contractor shall clean the street surface and lip of gutter joints of all loose material, silt spots, vegetation, and any other matter, which may adversely affect the adherence of the slurry to the existing pavement.

The Contractor shall remove thermoplastic stripes/markings, preformed traffic stripes/markings and raised pavement markers prior to slurry seal operation. The cost of removing the thermoplastic and preformed pavement stripes/markings shall be paid for by their associated bid item. The cost of removing all raised pavement markers, including raised blue fire hydrant markers, shall be included in the "Raised Reflective Pavement Markers to Place" bid item.

The Contractor shall be responsible for sweeping all streets with a mechanical power broom prior to sealing. The Engineer may require particularly dirty streets to be flushed with water. The Engineer must approve all flushing operations. The Contractor shall be responsible for cleaning sidewalks and driveways soiled by flushing operations.

The City shall remove and dispose of any garden refuse piles placed in the street.

The Contractor shall be responsible for locating, covering, removing, cleaning and protecting all utility covers, maintenance hole covers, water valve boxes, and any other utility covers. The methods of protection, referencing, locating, and cleaning shall be subject to approval by the Engineer prior to any resurfacing.

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

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

The Contractor shall repair and reseal all areas of the streets, which have not been sealed properly or completely at no additional cost to the City.

The Contractor shall be responsible for sweeping the streets and sidewalks where excessive raveling may occur after placing of the slurry seal, at no additional cost to the City.

The Contractor is responsible for one sweep approximately one week after placement of slurry seal and a final sweep approximately three to four weeks after placement of slurry seal.

The Contractor is responsible for additional sweeping if requested by the Engineer. **If additional sweeping is not performed within 24 hours of the engineer's request, the Contractor shall pay an administrative penalty of \$300.00 per calendar day for each street requested.**

At the end of each day's production, the Contractor will send to the Engineer a report containing the following information:

1. Tons of dry aggregate consumed that day.
2. Tons of asphalt emulsion consumed that day; and
3. Surface area covered that day.

This report shall be received no later than 10:00 a.m. of the following day.

Measurement and Payment:

Measurement for payment shall be taken from edge of pavement to edge of pavement, or from lip of the gutter to lip of gutter.

Payment shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals to perform all work involved in slurry sealing, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 2 - MICROSURFACING (TYPE II) TO PLACE

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

Material:

The material for microsurfacing shall conform to the following requirements:

When tested in accordance to AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the aggregate gradation (including the mineral filler) shall be within following bands.

Type II Slurry Seal		
Sieve Sizes	Passing Percentage	Stockpile Tolerance
9.5 mm (3/8")	100	+/- 5%
4.75 mm (#4)	90-100	+/- 5%
2.36 mm (#8)	65-90	+/- 5%
1.18 mm (#16)	45-70	+/- 5%
600 um (#30)	30-50	+/- 5%
330 um (#50)	18-30	+/- 4%
150 um (#100)	10-21	+/- 3%
75 um (#200)	5-15	+/- 2%

After the target gradation has been submitted and identified in the mix design, the percent passing each sieve shall not vary by more than the stockpile tolerance and still remain within the gradation band during the application of microsurfacing.

The mineral aggregate shall also conform to the following:

Test	Test Method	Requirements
Sand Equivalent	CTM 217	70 min.
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	CTM 214	15% Maximum w/NA ₂ SO ₄ 25% Maximum w/MgSO ₄
Loss in L.A. Rattler (100 Revolutions)	CTM 211	10% max.
Loss in L.A. Rattler (500 Revolutions)	CTM 211	30% max.
Percentage of Crushed Particles	CTM 205	95% min.
Durability Index	CTM 229	75 min.

Mix Design:

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

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

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

Adjustments may be required during construction based on field conditions.

The completed mixture, after addition of water and set control agent, if used, shall be such that the microsurfacing mixture has proper workability. At the expiration of the road closure hours, in conformance with the provisions in "Maintaining Traffic" of these special provisions, the microsurfacing mixture shall be sufficiently cured to support unrestricted traffic.

Proportioning:

Aggregate, mineral filler, MSE, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

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

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

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least three tons (3 tonnes) each. The emulsion pump shall deliver MSE to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons (1135 L) each. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons (1135 L) each.

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

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the MSE and shall be accurate to within 10°F (5°C).

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the

designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform microsurfacing finished surface. The final strike-off device shall be fabricated of flexible material suitable for the intended use and shall be designed and operated to ensure a uniform texture is achieved in the finished surface of the microsurfacing. The final strike-off device shall be cleaned or changed daily if problems with longitudinal scouring occur.

Flexible fabric drags attached to the rear of the spreader box shall not be used.

Preparation of Surface:

Immediately prior to applying the microsurfacing, the Contractor shall clean the street surface and lip of gutter joints of all loose material, silt spots, vegetation, and any other matter, which may adversely affect the adherence of the slurry to the existing pavement.

The Contractor shall remove thermoplastic stripes/markings, preformed traffic stripes/markings and raised pavement markers prior to slurry seal operation. The cost of removing the thermoplastic and preformed pavement stripes/markings shall be paid for by their associated bid item. The cost of removing all raised pavement markers, including raised blue fire hydrant markers, shall be included in the "Raised Reflective Pavement Markers to Place" bid item.

The Contractor shall be responsible for sweeping all streets with a mechanical power broom prior to sealing. The Engineer may require particularly dirty streets to be flushed with water. The Engineer must approve all flushing operations. The Contractor shall be responsible for cleaning sidewalks and driveways soiled by flushing operations.

The City shall remove and dispose of any garden refuse piles placed in the street.

The Contractor shall be responsible for locating, covering, removing, cleaning and protecting all utility covers, maintenance hole covers, water valve boxes, and any other utility covers. The methods of protection, referencing, locating, and cleaning shall be subject to approval by the Engineer prior to any resurfacing.

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

Existing blue fire hydrant locators shall be removed prior to placing of the microsurfacing. New "raised, blue dot, hydrant marking devices" shall be installed by the Contractor after the microsurfacing has been set for three (3) calendar days, but no later than seven (7) calendar days after placement of the microsurfacing. The Contractor shall place the new approved "blue dot, hydrant marking devices" with approved two-part epoxy adhesive per the instruction and at the locations determined by the Engineer. If the Contractor fails to place the new "blue dot, hydrant

The Contractor is responsible for one sweep approximately one week after placement of microsurfacing and a final sweep approximately three to four weeks after placement of microsurfacing.

The Contractor is responsible for additional sweeping if requested by the Engineer. **If additional sweeping is not performed within 24 hours of the engineer's request, the Contractor shall pay liquidated damages of \$300.00 per calendar day for each street requested.**

Test Strip:

The Contractor shall construct a test strip for evaluation by the Engineer. The test strip shall be 300 feet (100 m) to 500 feet (150 m) long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of microsurfacing will be placed and may be constructed in 2 days or nights when multiple course applications are specified.

The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

Repair of Early Distress:

If bleeding, raveling, delamination, rutting, or washboarding occurs after placing the microsurfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer.

Measurement and Payment:

Measurement for payment shall be taken from edge of pavement to edge of pavement, or from lip of the gutter to lip of gutter.

Payment shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals to perform all work involved in microsurfacing, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 3 - MODIFIED ASPHALT BINDER CHIP SEAL TO PLACE

Modified Asphalt Binder Chip Seal shall consist of an application of a modified asphalt binder and hot aggregate pre-coated with paving asphalt. The modified asphalt binder shall conform to the provisions specified for Medium Type seal coat in Section 37 1, "Seal Coats," of the State Standard Specifications and these special provisions.

Modified Binder Specification for Hot Applied Chip Seal Applications ^a

Property	AASHTO Test Method	Grade	
		PG 76-22 PM	PG 76-22 TR ^b
Original Binder			
Flash Point, Minimum °C	T 48	230	230
Solubility, Minimum % ^c	T 44 ^d	98.5	97.5 ^e
Viscosity at 135°C, ^f Maximum, Pa·s	T 316	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	76 1.00	76 1.00
RTFO Test, Mass Loss, Maximum, %	T 240	1.00	1.00
RTFO Test Aged Binder			
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	76 2.20	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note g 80	Note g 80
Elastic Recovery ^h , Test Temp., °C Minimum recovery, %	T 301	25 65	25 65
PAV ⁱ Aging, Temperature, °C	R 28	110	110
RTFO Test and PAV Aged Binder			
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	31 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-12 300 0.300	-12 300 0.300

Notes:

- a. Do not modify binder using acid modification.
- b. Supplier is required to certify 15% minimum tire rubber modifier in binder.
- c. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- d. The Department allows ASTM D 5546 instead of AASHTO T 44
- e. For hot applied chip seal applications the solubility will be a minimum of 93% and a binder profile is required for supplier who is not a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- f. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- g. Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.
- h. Tests without a force ductility clamp may be performed.
- i. "PAV" means Pressurized Aging Vessel.

Medium 9.5 mm max. size

Sieve Size	Percentage Passing
19.0 mm	----
12.5 mm	100
9.5 mm	85-100
4.75 mm	0-15
2.36 mm	0-5
1.18 mm	----
600 μ m	----
75 μ m	0-2

Aggregate shall conform to the following quality requirements immediately prior to preheating:

Tests	California Tests	Requirements
Los Angeles Rattler Loss (100 Revolutions)	211	10 % (max)
Los Angeles Rattler Loss (500 Revolutions)	211	40% (max)
Film Stripping	302	25% (max)
Cleanness Value	227	84 (min)
Durability	229	52 (min)

Aggregate shall be preheated to a temperature between 284°F (140°C) and 347°F (175°C) and then pre-coated with 0.5 to 1.0 percent asphalt by mass of dry aggregate and the amount shall be determined by the contractor. The pre-coating of Aggregate shall be performed in an asphalt concrete plant. Stockpiling of Aggregate after preheating and pre-coating with asphalt will not be permitted.

Canvas or similar covers that completely cover each load of pre-coated aggregate shall be used during hauling to minimize temperature drop of the pre-coated aggregate. Aggregate shall be spread when the temperature of the pre-coated Aggregate is not less than 220°F (105°C).

Equipment

The equipment used by the Contractor for modified asphalt binder seal operations shall conform to the following:

- A. Self-propelled power brooms shall clean the existing pavement and remove loose aggregate without dislodging aggregate set in the modified asphalt binder. Gutter brooms or steel-tined brooms shall not be used.
- B. A minimum of three (3) operational pneumatic-tired rollers conforming to the provisions specified in Section 39 5.02, "Compacting Equipment," of the Standard Specifications, except that the rollers shall carry a minimum loading of 3,000 lbs (1,360 kg) on each wheel and an air pressure of 100±5 psi (690±35 kPa) in each tire, shall compact the seal coat.

the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each utility cover.

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

Applying Modified Asphalt Binder

Modified asphalt binder shall be applied in conformance with the provisions specified for applying asphaltic emulsion in Section 37 1.05, "Applying Asphaltic Emulsion," of the State Standard Specifications, except the second, third, fourth, and fifth paragraphs shall not apply.

Modified asphalt binder shall be applied at a rate of 0.35 – 0.40 gallons per square yard. The exact rate will be determined by the Engineer. Variance from this application rate will not be allowed unless approved by the Engineer.

Modified asphalt binder shall not be applied when weather conditions are unsuitable or when the pavement is damp or wet. Excessive wind is considered an unsuitable weather condition. Asphalt binder shall be applied only when the atmospheric temperature is 65°F (18°C) or above and the pavement surface temperature is 78°F (26°C) or above. Polymer modified asphalt binder shall not be applied until sufficient aggregate are available to immediately cover the binder being applied.

The Contractor shall notify the Engineer of the exact spread rate used and shall be within 10% of the selected spread rate.

Modified asphalt binder shall be applied between the gaps of undulations.

Spreading Aggregate

Aggregate for modified asphalt binder seal shall be spread in conformance with the provisions specified for spreading aggregate on asphaltic emulsion in Section 37 1.06, "Spreading Aggregate," of the State Standard Specifications, except the first, fifth, sixth, and seventh paragraphs shall not apply.

Aggregate for Modified Asphalt Binder Chip Seal shall be applied at a rate of 23-40 pounds per square yard. The exact rate will be determined by the Engineer. Variance from this application rate will not be allowed unless approved by the Engineer.

Slurry Seal and Microsurfacing

Slurry seal and microsurfacing shall be applied as describes in separate items of these Special Provisions. **Slurry seal and microsurfacing will be paid by separate items.**

The slurry seal or microsurfacing coat shall be applied no sooner than seven (7) calendar days and no later than fourteen (14) calendar days after the modified asphalt binder chip seal is applied. If the Contractor fails to slurry seal or microsurface over the modified asphalt binder chip seal within the time period allowed, the Contractor shall pay an administrative penalty of \$250 per calendar day for each street that is not slurry sealed.

Measurement and Payment

Measurement for payment shall be taken from edge of pavement to edge of pavement, or from lip of the gutter to lip of gutter.

Payment shall be at the unit price bid per square yard and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals, and for doing all work involved in placing modified asphalt binder chip seal, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 4 - BASE REPAIR

This item shall consist of removing and replacing asphalt concrete, base, and native material in designated areas as shown in the Appendix and as directed by the Engineer.

For all areas requiring base repair, the contractor shall grind the existing asphalt concrete pavement and underlying base to a depth of 8" or match existing pavement thickness, whichever is greater, or as directed by the Engineer. The resultant excavation shall be backfilled with Type "A" asphalt concrete as specified in these special provisions and as directed by the Engineer. Asphalt concrete and emulsion tack-coat shall conform to these Special Provisions.

Cut lines with the existing pavement that is to remain shall be vertical, straight, and uniform having a clean, sharp edge. Cut lines shall be constructed parallel and/or at right angles to the direction of traffic flow.

The subgrade material remaining in place shall be graded to a plane, brought to optimum moisture content, and the upper one-half foot (0.5') compacted to not less than ninety-five percent (95%) relative compaction. Areas of the grading plane that are low as a result of over excavation shall be filled, at the Contractor's expense, with Type "A" asphalt concrete.

Base repair shall conform to Section 22, of the Standard Specifications, Sections 19 and 39 of the State's Standard Specifications, these special provisions and as directed by the Engineer.

1. The nominal compacted thickness is specified in the Special Consideration Section these Special Provisions. The actual base repair thickness shall not vary more than one-quarter inch (1/4") from the nominal thickness specified.

will not adversely affect the quality of the finished product. Longitudinal joints shall not coincide with the wheel paths of traffic lanes.

7. The Contractor shall cooperate with City forces in establishing a rolling pattern that will insure the obtainment of the maximum possible density in the compacted asphaltic concrete surface in accordance with Section 22-8 of the Standard Specifications. Where the specified thickness of AC to be placed exceeds two and a half inches (2.5"), or where directed by the Engineer, compaction shall be achieved in two 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.
9. Immediately after compaction operations are completed, the Contractor shall place, in a neat line, yellow temporary reflective raised pavement markers to delineate previously existing centerlines, and white temporary reflective raised pavement markers to delineate existing travel lanes. The temporary pavement markers shall be, at the option of the Contractor, one of the removable types listed elsewhere in these Special Provisions, or approved equal. Markers shall be spaced at a minimum of 25' and a maximum of 50' apart or as directed by the Engineer. All work necessary, including any lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor.

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.

10. All travel lanes shall be paved substantially equal at the end of the day.
11. Excavated material shall be the property of the Contractor and shall be disposed of away from the project site. The Contractor shall have written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

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

ITEM NO. 5 - TRAFFIC STRIPE (4" & 6") TO REMOVE

ITEM NO. 6 - TRAFFIC STRIPE (8") TO REMOVE

ITEM NO. 7 - TRAFFIC STRIPE (12") TO REMOVE

ITEM NO. 8 - PAVEMENT MARKINGS TO REMOVE

Thermoplastic and preformed traffic stripes and markings shall be removed to the fullest extent possible from the pavement by grinding. Grinding material left on the pavement as a result of

ITEM NO. 10 - THERMOPLASTIC TRAFFIC STRIPE (4") TO PLACE
ITEM NO. 11 - THERMOPLASTIC TRAFFIC STRIPE (6") TO PLACE
ITEM NO. 12 - THERMOPLASTIC TRAFFIC STRIPE (8") TO PLACE
ITEM NO. 13 - THERMOPLASTIC TRAFFIC STRIPE (12") TO PLACE
ITEM NO. 14 - THERMOPLASTIC PAVEMENT MARKING TO PLACE

Traffic stripes and pavement 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.

The Contractor shall be required to provide and submit to the Engineer a weekly schedule of work for each week showing a list of streets in order of performance at least one week prior to performing any work. A contact person and phone number of responsible parties shall be affixed to this list. The Contractor shall also provide, to the Engineer, a list of all striping and marking quantities installed each day, by 10:00 AM the following day.

The Contractor shall place the striping and markings after the resurfacing has been set for three (3) calendar days, but no later than seven (7) calendar days after resurfacing. If the Contractor fails to place the striping and markings in the time period allowed, the Contractor shall pay liquidated damages of \$500 per calendar day for each street that is not completed.

Any concrete bridge decks encountered within the limits of a street being sealed shall be striped in conjunction with the street even though the decks themselves have not been slurry sealed.

Measurement

Traffic stripes shall be measured in lineal foot of material placed. No payment will be made for gaps in broken traffic stripes. Double center stripes shall be paid as two (2) four-inch (4") stripes. Twelve-inch traffic stripes are defined as both transverse and longitudinal lines, which include 12" limit lines and 12" crosswalks stripes. 24" limit lines shall be considered as two 12" stripes.

Pavement markings shall be measured in square foot of material placed. Pavement markings are defined as, but not limited to, word and symbol markings, parking brackets, and "Triple-four" crosswalks.

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

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

The finished grade of the manhole head and asphaltic concrete placed around it shall be checked with a straight edge. When a straight edge of sufficient length to span the diameter of the cut pavement surface is placed across the center of the maintenance hole, in either a perpendicular or parallel direction with respect to the street centerline, the distance between the bottom of the straight edge and either the top of the casting, existing pavement surface, or asphaltic concrete in the annular region, shall not exceed one-quarter inch (1/4") when measured within the outer circumference of the annular region.

Manhole raising in any section of street shall be fully completed during the workday so as to permit full use by traffic at the end of the workday.

Raising manhole heads must be completed within 10 working days of placing the cape seal. All debris, which enters the maintenance hole as a result of this operation, shall be removed immediately after raising the manholes. The Contractor is responsible for damage done to traffic striping placed by another Contractor.

Manhole heads as used in this item include all City and County owned utility manholes (such as, but not limited to: sewage, drainage, water, and fire and police alarm systems) and other maintenance holes as directed by the Engineer.

This item shall include the cost of raising monitoring wells and communication vaults.

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

ITEM NO. 17 - WATER VALVE BOX TO RAISE

Water valve boxes shall be raised to the grade of the new pavement surface. This item shall also include furnishing and placing new water valve boxes and steel standpipes (risers) and liners as required by the Engineer. All debris, which enters the water valve box as a result of this operation, shall be removed immediately after raising the water valve box. All work shall meet the applicable requirements of Sections 27 and 38 of the Standard Specifications, and these Special Provisions.

Water valves to be raised will be located in roadways that receive a modified asphalt binder cape seal. After the resurfacing is complete, the Engineer will determine which water valves require rising.

The Contractor will notify the Division of Water (433-5271) one (1) week prior to the raising of water meters.

The Contractor shall ensure that water valve box covers are not covered with asphaltic coatings during paving operations. Standpipes shall be left clean and free of paving materials and debris. The valve operating nut shall be left fully exposed after all paving operations have been completed.

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

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

Sign panels shall be not less than 0.080 inches thick aluminum panels. Sign facings shall be manufactured at high intensity grade (encapsulated lens type with heat activated adhesive or pressure sensitive) reflective sheeting except that sheeting for street name signs, R1, R2 and W series signs shall be 3M VIP Diamond Grade or approved equal. Signs shall meet the standards set forth in the California Department of Transportation Traffic Manual. A 3-inch by 1 1/2-inch "City of Sacramento" logo box with 1/2-inch white, red or black letters shall be centered and printed on the lower border of each sign blank prior to application of the reflective sheeting. As an alternative, the "City of Sacramento" logo with 1/2" letters may be placed in the border area.

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

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

A. Sign Posts

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

B. Signal and Street Light Poles

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

C. Sheeting Grade

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

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

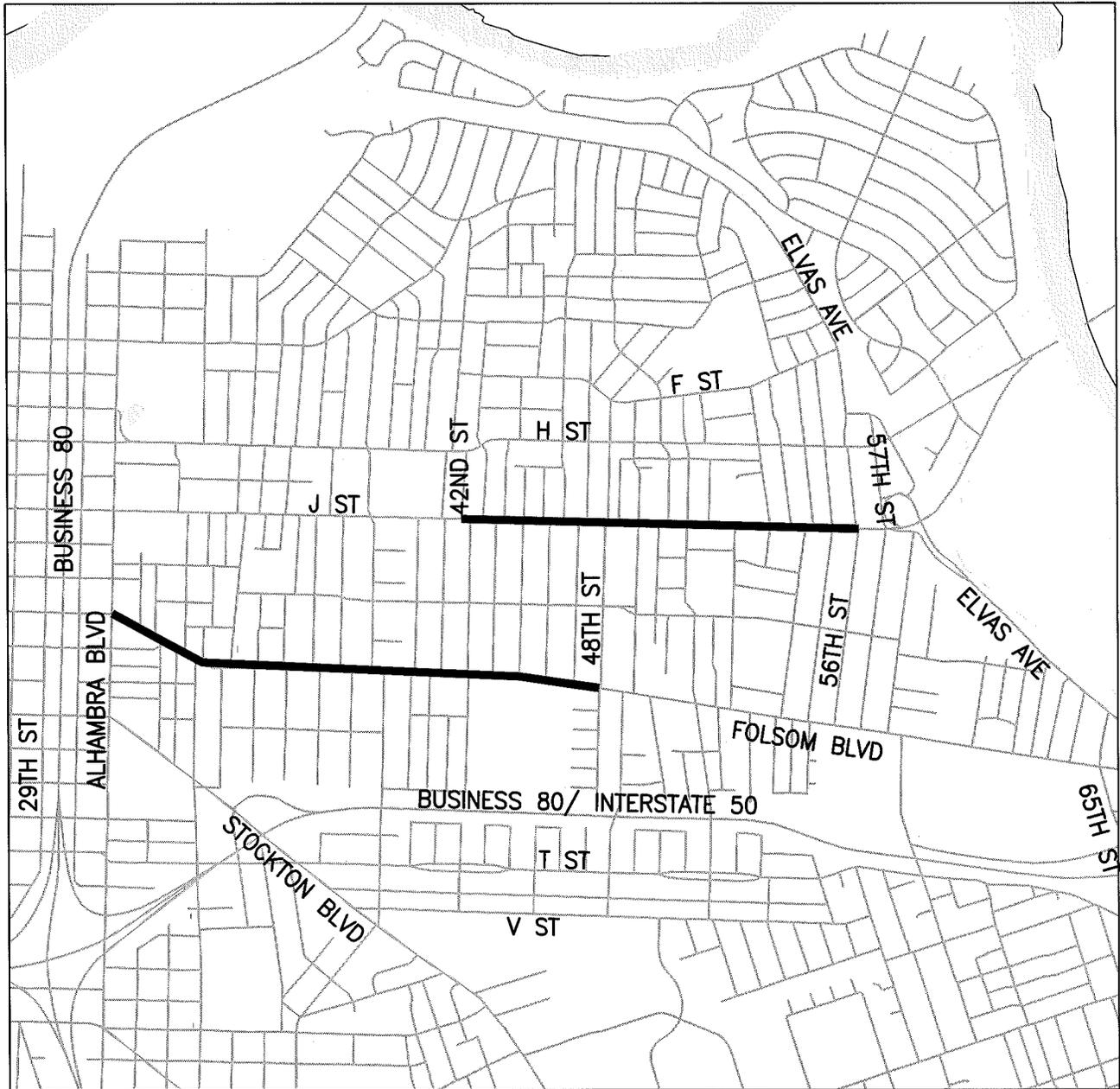
APPENDIX

- **RESURFACING MAPS**
- **BASE REPAIR LOCATIONS**

The 2013 Seal Coat Project (PN: R15132020)

Map No.	Boundry	Council District	Type	Area (SY)
1	J Street bounded by 42nd Street and 56th Street	3	Microsurfacing	25,198
	Folsom Boulevard bounded by Alhambra Boulevard and 48th Street			33,995
2	Shining Star Drive bounded by Crownwest Way and Morrison Creek	8	Chip Seal	7,102
	Mandy Drive bounded by Pinon Way and Meadowgate Drive			14,570
3	Shining Star Drive bounded by Meadowview Road and Morrison Creek	8	Microsurfacing	16,812
	Mandy Drive bounded by Shining Star Drive and Meadowgate Drive			19,872
4	Duckhorn Drive bounded by Arena Boulevard and Saintsbury Drive	1	Microsurfacing	20,681
	Stemmler Drive bounded by Arena Boulevard and Chateau Montelena Way			12,042
5	Gateway West Neighborhood bounded by Arena Boulevard to the north, Chateau Montelena Way to the south, Witter Way to the west, and Duckhorn Drive to the east.	1	Slurry Seal	81,753
	Gateway West Neighborhood bounded by Alcantar Circle to the North, San Juan Road to the south, Alcantar Circle to the west, and Witter Way to the east.			38,072
6	South Land Park Neighborhood bounded by Sutterville Road to the north, Seamas Avenue to the south, Interstate 5 to the west, and South Land Park Drive to the east.	4	Chip Seal	123,032
			Slurry Seal	123,032
7	43rd Avenue bounded by Woodshire Way and 323 feet east of Gloria Drive	5	Microsurfacing	3,568

Map No. 1 Council District 3 Microsurfacing



Map Contact
K. CHAHAL



2013 STREET SEAL COAT PROJECT

PN: R15132020



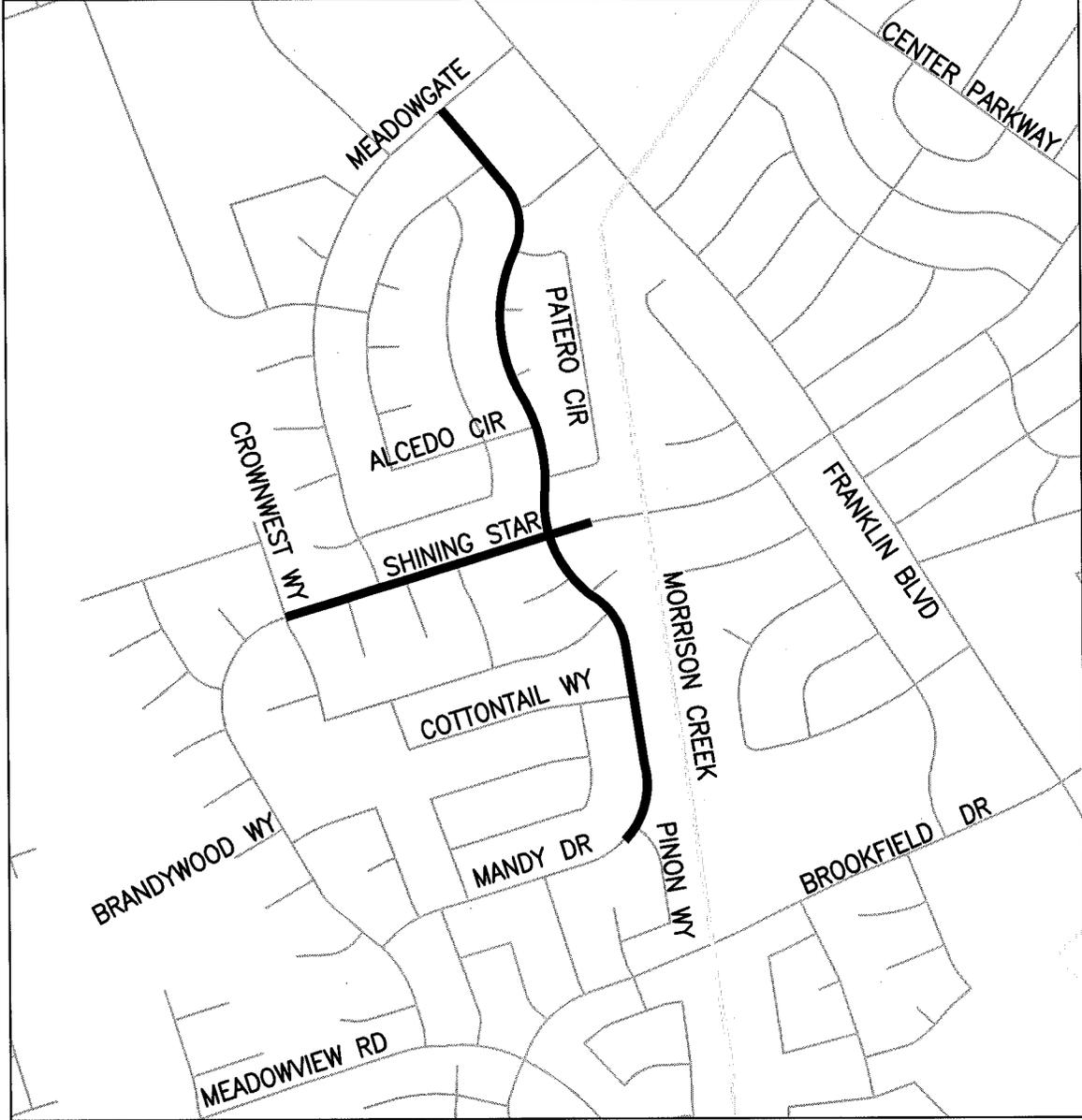
Map No. 1
 Microsurfacing
 Council District 3
 J Street bounded by 42nd Street and 56th Street

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
J ST	42ND ST	42ND ST	115	46	587
J ST	42ND ST	MISSION WAY	165	46	843
J ST	MISSION WAY	43RD ST	167	46	853
J ST	43RD ST	43RD ST	102	46	521
J ST	43RD ST	44TH ST	231	46	1,180
J ST	44TH ST	SONOMA WAY	241	46	1,231
J ST	SONOMA WAY	45TH ST	83	46	424
J ST	45TH ST	45TH ST	178	46	909
J ST	45TH ST	46TH ST	178	46	909
J ST	46TH ST	46TH ST	103	46	526
J ST	46TH ST	47TH ST	227	46	1,160
J ST	47TH ST	BEAR FLAG WAY	170	46	868
J ST	BEAR FLAG WAY	48TH ST	243	46	1,242
J ST	48TH ST	49TH ST	244	46	1,247
J ST	49TH ST	50TH ST	119	46	608
J ST	50TH ST	51ST ST	236	46	1,206
J ST	51ST ST	52ND ST	266	46	1,359
J ST	52ND ST	RODEO WAY	326	46	1,666
J ST	RODEO WAY	53RD ST	433	46	2,213
J ST	53RD ST	EL DORADO WAY	265	46	1,354
J ST	EL DORADO WAY	54TH ST	172	46	879
J ST	54TH ST	54TH ST	94	46	480
J ST	54TH ST	55TH ST	245	46	1,252
J ST	55TH ST	56TH ST	329	46	1,681
Total Sq Yds					25,198

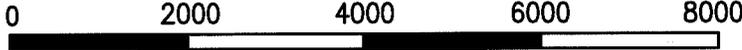
Map No. 1
 Microsurfacing
 Council District 3
 Folsom Boulevard bounded by Alhambra Boulevard and 48th Street

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
FOLSOM BLVD	ALHAMBRA BLVD	SEVILLE WAY	390	46	1,993
FOLSOM BLVD	SEVILLE WAY	32ND ST	218	46	1,114
FOLSOM BLVD	32ND ST	N ST	85	46	434
FOLSOM BLVD	N ST	33RD ST	215	46	1,098
FOLSOM BLVD	33RD ST	33RD ST	120	46	613
FOLSOM BLVD	33RD ST	34TH ST	146	46	746
FOLSOM BLVD	34TH ST	34TH ST	110	46	562
FOLSOM BLVD	34TH ST	35TH ST	249	46	1,272
FOLSOM BLVD	35TH ST	35TH ST	101	46	516
FOLSOM BLVD	35TH ST	SANTA YNEZ WAY	301	46	1,538
FOLSOM BLVD	SANTA YNEZ WAY	CRESCENT WAY	42	46	214
FOLSOM BLVD	CRESCENT WAY	36TH ST	316	46	1,615
FOLSOM BLVD	36TH ST	37TH ST	355	46	1,814
FOLSOM BLVD	37TH ST	37TH ST	89	46	454
FOLSOM BLVD	37TH ST	38TH ST	254	46	1,298
FOLSOM BLVD	38TH ST	38TH ST	146	46	746
FOLSOM BLVD	38TH ST	39TH ST	241	46	1,231
FOLSOM BLVD	39TH ST	39TH ST	157	46	802
FOLSOM BLVD	39TH ST	40TH ST	341	46	1,742
FOLSOM BLVD	40TH ST	40TH ST	43	46	219
FOLSOM BLVD	40TH ST	41ST ST	193	46	986
FOLSOM BLVD	41ST ST	41ST ST	131	46	669
FOLSOM BLVD	41ST ST	42ND ST	346	46	1,768
FOLSOM BLVD	42ND ST	43RD ST	303	46	1,548
FOLSOM BLVD	43RD ST	44TH ST	323	46	1,650
FOLSOM BLVD	44TH ST	45TH ST	335	46	1,712
FOLSOM BLVD	45TH ST	46TH ST	326	46	1,666
FOLSOM BLVD	46TH ST	47TH ST	343	46	1,753
FOLSOM BLVD	47TH ST	48TH ST	295	46	1,507
FOLSOM BLVD	48TH ST	48TH ST	140	46	715
Total Sq Yds					33,995

Map No. 2
Council District 8
Chip Seal



Map Contact
K. CHAHAL



2013 STREET SEAL COAT PROJECT
PN: R15132020



Map No. 2
 Chip Seal
 Council District 8

Shining Star Drive bounded by Crownwest Way and Morrison Creek

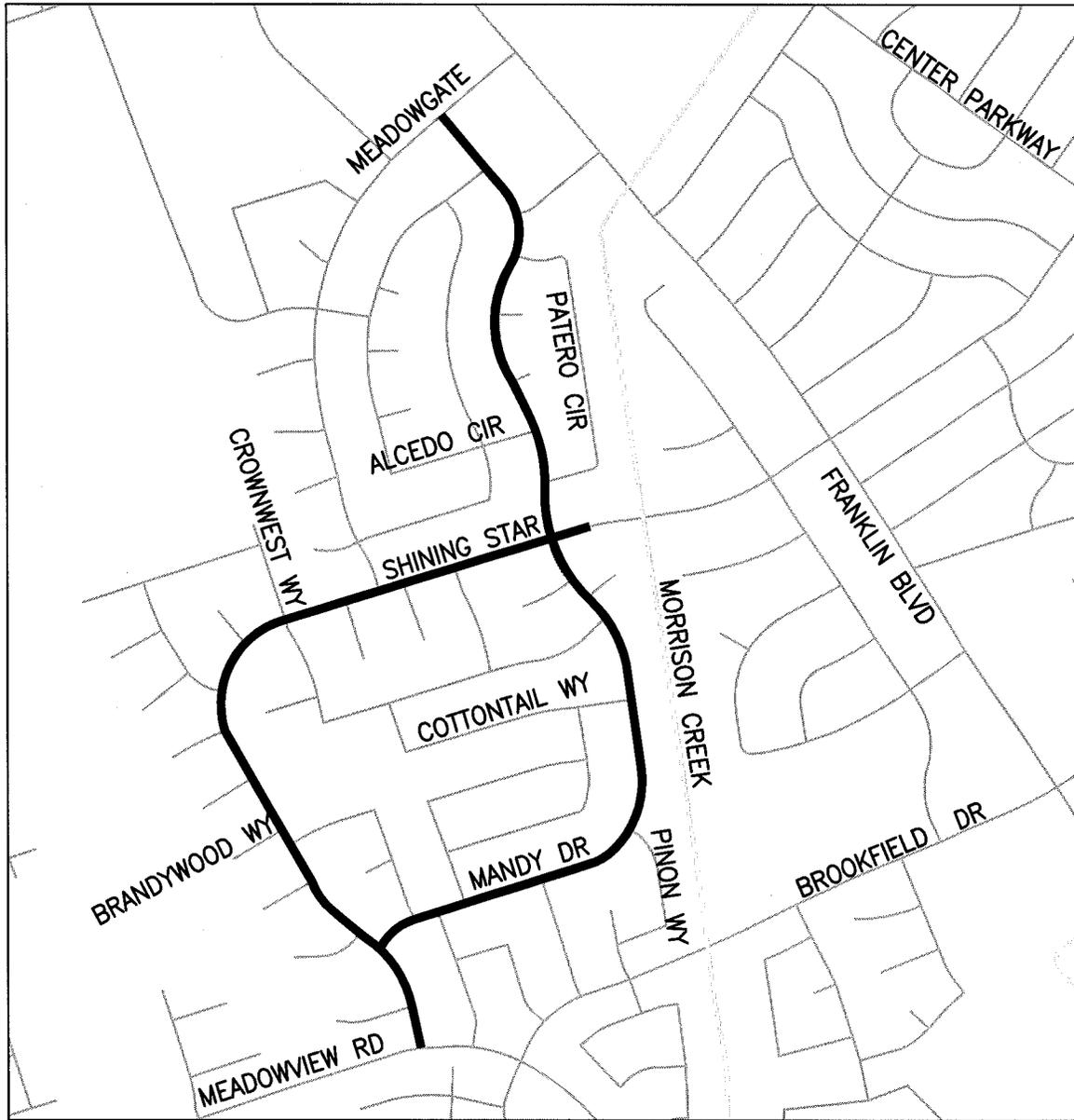
Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
SHINING STAR DR	CROWNWEST WAY	THISTLE CT	307	35	1,193
SHINING STAR DR	THISTLE CT	MEADOWGATE DR	160	35	622
SHINING STAR DR	MEADOWGATE DR	SYNTHIA CT	127	35	493
SHINING STAR DR	SYNTHIA CT	VILLAJLOY WAY	259	35	1,007
SHINING STAR DR	VILLAJLOY WAY	MANDY DR	470	35	1,827
SHINING STAR DR	MANDY DR	MORRISON CREEK	504	35	1,960
Total Sq Yds					7,102

Map No. 2
 Chip Seal
 Council District 8

Mandy Drive bounded by Pinon Way and Meadowgate Drive

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
MANDY DR	PINON WAY	COTTONTAIL WAY	639	35	2,485
MANDY DR	COTTONTAIL WAY	ROBINRIDGE WAY	424	35	1,648
MANDY DR	ROBINRIDGE WAY	DRIAD CT	136	35	528
MANDY DR	DRIAD CT	SALT CT	114	35	443
MANDY DR	SALT CT	G PKY	228	35	886
MANDY DR	G PKY	PATERO CIR	277	35	1,077
MANDY DR	PATERO CIR	ALCEDO CIR	246	35	956
MANDY DR	ALCEDO CIR	MANDY DR CDS	260	35	1,011
MANDY DR	MANDY DR CDS	MANDY DR CDS	331	35	1,287
MANDY DR	MANDY DR CDS	PATERO CIR	288	35	1,120
MANDY DR	PATERO CIR	DOSS WAY	204	35	793
MANDY DR	DOSS WAY	ALCEDO CIR	265	35	1,030
MANDY DR	ALCEDO CIR	MEADOWGATE DR	336	35	1,306
Total Sq Yds					14,570

Map No. 3
Council District 8
Microsurfacing



Map Contact
K. CHAHAL



2013 STREET SEAL COAT PROJECT
PN: R15132020



Map No. 3
Microsurfacing
Council District 8

Shining Star Drive bounded by Meadowview Road and Morrison Creek

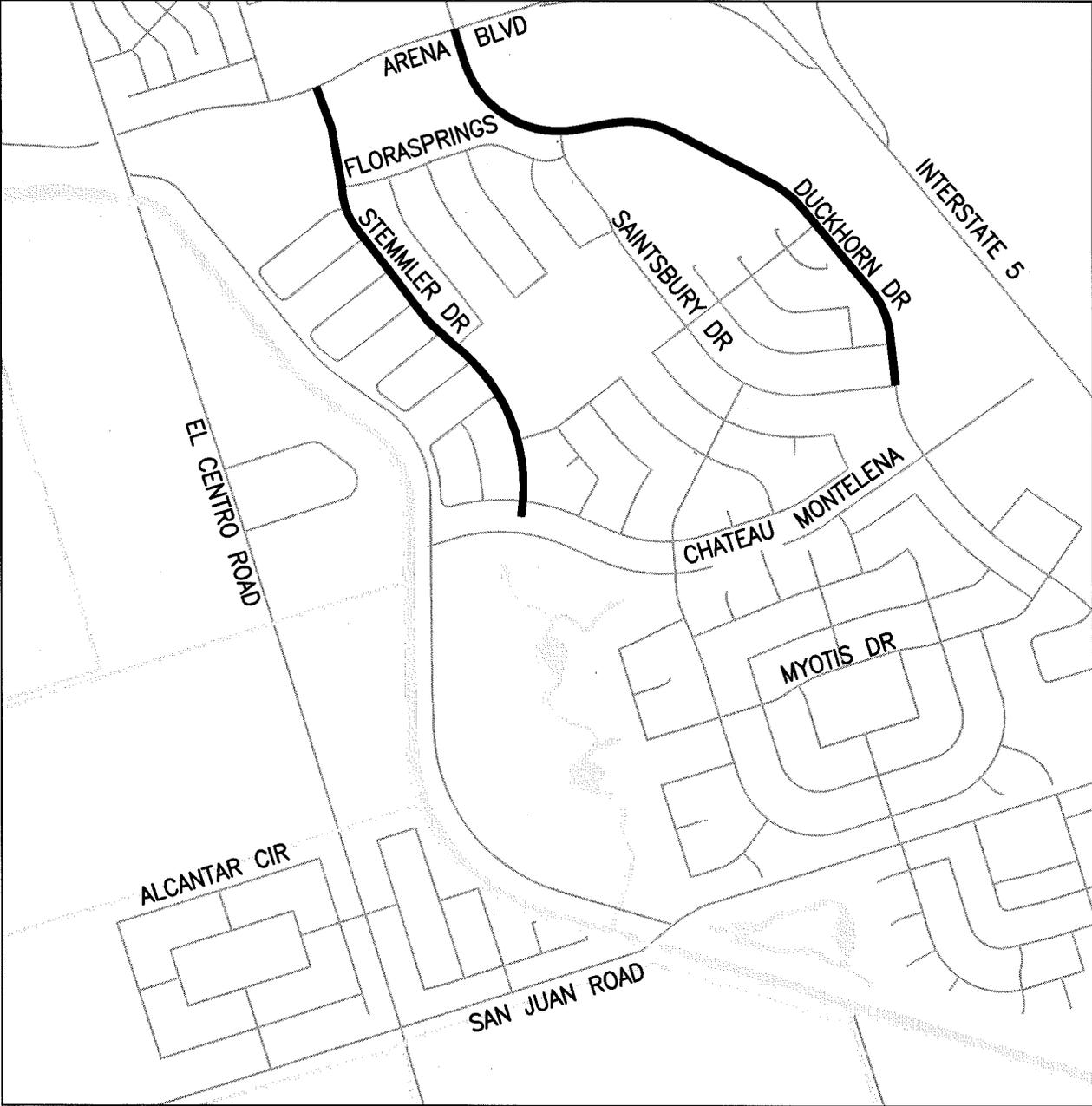
Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
SHINING STAR DR	MEADOWVIEW RD	CARROTWOOD CT	211	35	820
SHINING STAR DR	CARROTWOOD CT	MANDY DR	311	35	1,209
SHINING STAR DR	MANDY DR	DESERTWOOD CT	124	35	482
SHINING STAR DR	DESERTWOOD CT	BRANDYWOOD CT	347	35	1,349
SHINING STAR DR	BRANDYWOOD CT	SPARROWOOD WAY	198	35	770
SHINING STAR DR	SPARROWOOD WAY	MOUNTAINWOOD CT	83	35	322
SHINING STAR DR	MOUNTAINWOOD CT	PENNYWOOD CT	287	35	1,116
SHINING STAR DR	PENNYWOOD CT	BUSHWOOD CT	261	35	1,015
SHINING STAR DR	BUSHWOOD CT	BOULDER WAY	193	35	750
SHINING STAR DR	BOULDER WAY	MAFIC CT	255	35	991
SHINING STAR DR	MAFIC CT	CROWNWEST WAY	228	35	886
SHINING STAR DR	CROWNWEST WAY	THISTLE CT	307	35	1,193
SHINING STAR DR	THISTLE CT	MEADOWGATE DR	160	35	622
SHINING STAR DR	MEADOWGATE DR	SYNTHIA CT	127	35	493
SHINING STAR DR	SYNTHIA CT	VILLAJLOY WAY	259	35	1,007
SHINING STAR DR	VILLAJLOY WAY	MANDY DR	470	35	1,827
SHINING STAR DR	MANDY DR	MORRISON CREEK	504	35	1,960
Total Sq Yds					16,812

Map No. 3
Microsurfacing
Council District 8

Mandy Drive bounded by Shining Star Drive and Meadowgate Drive

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
MANDY DR	SHINING STAR DR	SPARROWOOD WAY	228	35	886
MANDY DR	SPARROWOOD WAY	BRANCHWOOD WAY	112	35	435
MANDY DR	BRANCHWOOD WAY	LIMESTONE WAY	138	35	536
MANDY DR	LIMESTONE WAY	WRENWOOD DR	384	35	1,493
MANDY DR	WRENWOOD DR	PINON WAY	502	35	1,952
MANDY DR	PINON WAY	COTTONTAIL WAY	639	35	2,485
MANDY DR	COTTONTAIL WAY	ROBINRIDGE WAY	424	35	1,648
MANDY DR	ROBINRIDGE WAY	DRIAD CT	136	35	528
MANDY DR	DRIAD CT	SALT CT	114	35	443
MANDY DR	SALT CT	G PKY	228	35	886
MANDY DR	G PKY	PATERO CIR	277	35	1,077
MANDY DR	PATERO CIR	ALCEDO CIR	246	35	956
MANDY DR	ALCEDO CIR	MANDY DR CDS	260	35	1,011
MANDY DR	MANDY DR CDS	MANDY DR CDS	331	35	1,287
MANDY DR	MANDY DR CDS	PATERO CIR	288	35	1,120
MANDY DR	PATERO CIR	DOSS WAY	204	35	793
MANDY DR	DOSS WAY	ALCEDO CIR	265	35	1,030
MANDY DR	ALCEDO CIR	MEADOWGATE DR	336	35	1,306
Total Sq Yds					19,872

Map No.4
Council District 1
Microsurfacing



Map Contact
K. CHAHAL



2013 STREET SEAL COAT PROJECT
PN: R15132020



Map No. 4
 Microsurfacing
 Council District 1

Duckhorn Drive bounded by Arena Boulevard and Saintsbury Drive

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
DUCKHORN DR	ARENA BLVD	SAINTSBURY DR	990	48	5280
DUCKHORN DR	SAINTSBURY DR	FAR NIENTE WY	1744	48	9301
DUCKHORN DR	FAR NIENTE WY	GREAT EGRET WY	887	48	4730
DUCKHORN DR	GREAT EGRET WY	SAINTSBURY DR	257	48	1370
Total Sq Yds					20,681

Map No. 4
 Microsurfacing
 Council District 1

Stemmler Drive bounded by Arena Boulevard and Chateau Montelena Way

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
STEMMLER DR	ARENA BLVD	FLORA SPRINGS WAY	636	38	2685
STEMMLER DR	FLORA SPRINGS WAY	JARVIS CIR / N	126	35	490
STEMMLER DR	JARVIS CIR / N	JARVIS CIR / S	217	35	843
STEMMLER DR	JARVIS CIR / S	CAFARO CIR / N	250	35	972
STEMMLER DR	CAFARO CIR / N	CAFARO CIR / S	250	35	972
STEMMLER DR	CAFARO CIR / S	CAKEBREAD CIR / N	239	35	929
STEMMLER DR	CAKEBREAD CIR / N	AETNA SPRINGS WAY	140	35	544
STEMMLER DR	AETNA SPRINGS WAY	CAKEBREAD CIR / S	120	35	466
STEMMLER DR	CAKEBREAD CIR / S	OPUS CIR / N	267	35	1038
STEMMLER DR	OPUS CIR / N	POPPY HILL WAY	296	35	1151
STEMMLER DR	POPPY HILL WAY	CHATEAU MONTELENA WY	377	35	1466
STEMMLER DR	CHATEAU MONTELENA WY	END	125	35	486
Total Sq Yds					12,042

Map No.5
Council District 1
Slurry Seal



Map Contact
K. CHAHAL



2013 STREET SEAL COAT PROJECT
PN: R15132020



Map No. 5
Slurry Seal
Council District 1

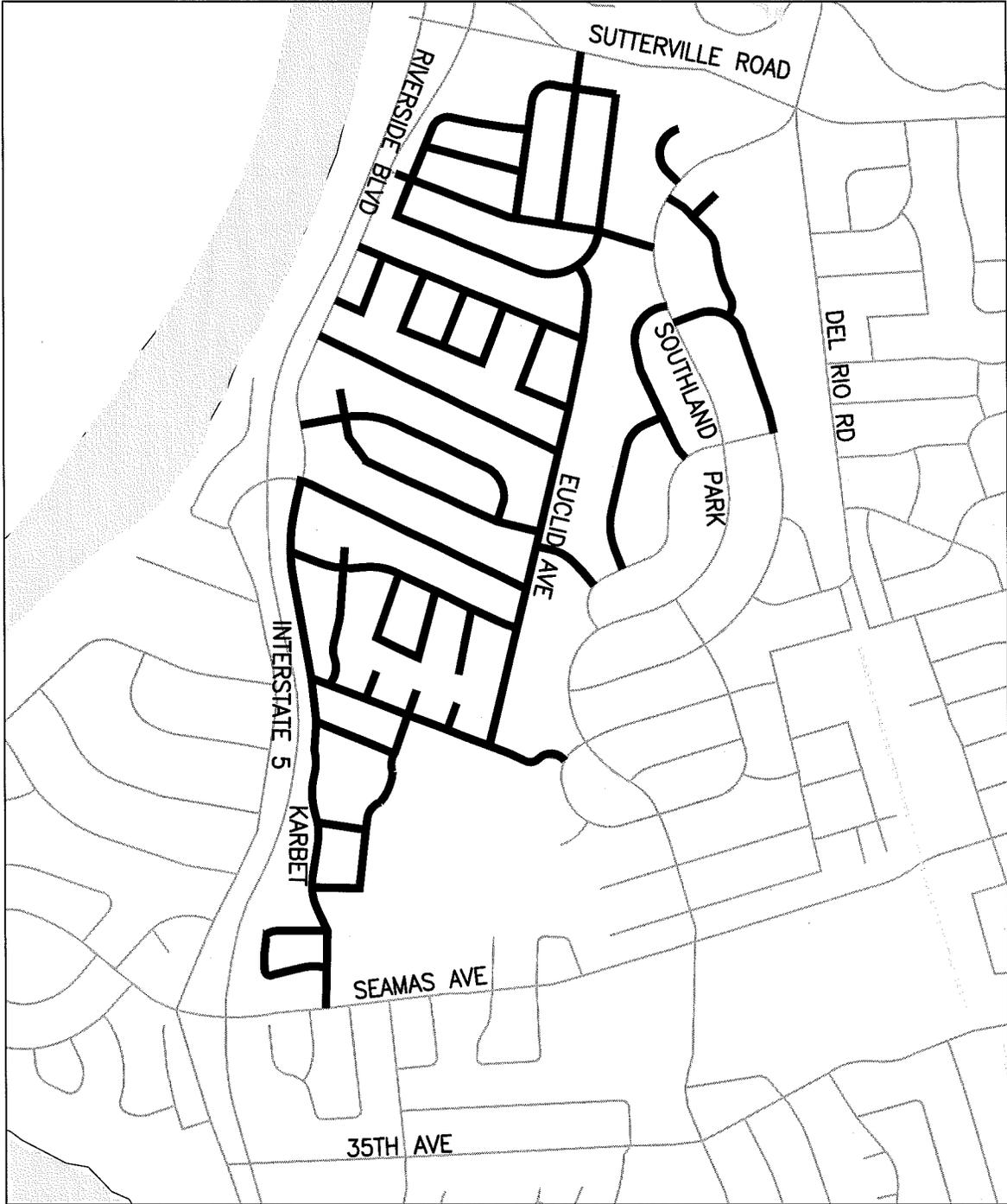
Gateway West Neighborhood bounded by Arena Boulevard to the north, Chateau Montelena Way to the south, Witter Way to the west, and Duckhorn Drive to the east.

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
AETNA SPRINGS WAY	FLORA SPRINGS WAY	STEMMLER DR	1294	25	3594
ANTHEA ST	OPUS CIR / N	OPUS CIR / S	510	25	1416
CAFARO CIR	STEMMLER DR / N	STEMMLER DR / S	1459	25	4052
CAIN CT	VIADER WAY	W / END	93	25	258
CAKEBREAD CIR	STEMMLER DR / N	STEMMLER DR / S	1254	25	3483
CARNEROS CREEK WAY	SAINTSBURY DR	FAR NIENTE WAY	256	25	711
CARNEROS CREEK WAY	FAR NIENTE WAY	POPPY HILL WAY	250	25	694
CARNEROS CREEK WAY	POPPY HILL WAY	CHATEAU MONTELENA WAY	569	25	1580
CARNEROS CREEK WAY	CHATEAU MONTELENA WAY	NATOMAS CROSSING DR	189	25	525
CHATEAU MONTELENA WAY	STEMMLER DR	VIADER WAY	357	25	991
CHATEAU MONTELENA WAY	VIADER WAY	TREFETHEN WAY	278	25	772
CHATEAU MONTELENA WAY	TREFETHEN WAY	CARNEROS CREEK WAY	324	25	900
CHATEAU MONTELENA WAY	CARNEROS CREEK WAY	CUVAISON CT	375	25	1041
CHATEAU MONTELENA WAY	CUVAISON CT	POPPY HILL WAY	265	25	736
CHATEAU MONTELENA WAY	POPPY HILL WAY	FAR NIENTE WAY	540	25	1500
CHIMNEY ROCK WAY	FLORA SPRINGS WAY	SAINTSBURY DR	870	25	2416
CUVAISON CT	CHATEAU MINTELENA WAY	N / END	98	25	272
DELTA TULE WAY	GREAT EGRET WY	FAR NIENTE WY	946	25	2627
DELTA TULE CT	FAR NIENTE WY	END	153	25	425
FAR NIENTE WAY	CHATEAU MONTELENA WAY	FRISINGER CT	470	25	1305
FAR NIENTE WAY	FRISINGER CT	CARNEROS CREEK WAY	448	25	1244
FAR NIENTE WAY	CARNEROS CREEK WAY	SAINTSBURY DR	865	25	2402
FAR NIENTE WAY	SAINTSBURY DR	GREAT EGRET WY	258	25	716
FAR NIENTE WAY	GREAT EGRET WY	DELTA TULE WY	251	25	697
FAR NIENTE WAY	DELTA TULE WY	NADIA JOY CT	271	25	752
FAR NIENTE WAY	NADIA JOY CT	DUCKHORN DR	234	25	650
FLORA SPRINGS WAY	STEMMLER DR	AETNA SPRINGS WAY	293	25	813
FLORA SPRINGS WAY	AETNA SPRINGS WAY	GROTH CIR / W	249	25	691
FLORA SPRINGS WAY	GROTH CIR / W	GROTH CIR / E	256	25	711
FLORA SPRINGS WAY	GROTH CIR / E	CHIMNEY ROCK WAY	430	25	1194
FLORA SPRINGS WAY	CHIMNEY ROCK WAY	SAINTSBURY DR	195	25	541
FRISINGER CT	FAR NIENTE WAY	S / END	106	25	294
GREAT EGRET CT	END	FAR NIENTE WY	274	30	913
GREAT EGRET WAY	FAR NIENTE WY	DELTA TULE WY	950	25	2638
GREAT EGRET WAY	DELTA TULE WY	DUCKHORN DR	233	25	647
GROTH CIR	FLORA SPRINGS WAY / W	FLORA SPRINGS WAY / E	2143	25	5952
JARVIS CIR	STEMMLER DR / N	STEMMLER DR / S	1538	25	4272
NADIA JOY CT	END	FAR NIENTE WY	153	25	425
OPUS CIR	STEMMLER DR / N	ANTHEA ST / N	274	25	761
OPUS CIR	ANTHEA ST / N	ANTHEA ST / S	859	25	2386
OPUS CIR	ANTHEA ST / S	STEMMLER DR / S	241	25	669
POPPY HILL WAY	STEMMLER DR	VIADER WAY	267	36	1068
POPPY HILL WAY	VIADER WAY	TREFETHEN WAY	244	36	976
POPPY HILL WAY	TREFETHEN WAY	CARNEROS CREEK WAY	964	25	2677
POPPY HILL WAY	CARNEROS CREEK WAY	CHATEAU MONTELENA	582	25	1616
PUFFIN CT	FAR NIENTE WY	END	325	25	902
SAINTSBURY DR	DUCKHORN DR	FLORA SPRINGS WAY	154	35	598
SAINTSBURY DR	FLORA SPRINGS WAY	CHIMNEY ROCK WAY	549	35	2135
SAINTSBURY DR	CHIMNEY ROCK WAY	FAR NIENTE WAY	735	35	2858
SAINTSBURY DR	FAR NIENTE WAY	CARNEROS CREEK WAY	496	35	1928
SAINTSBURY DR	CARNEROS CREEK WAY	DUCKHORN DR	948	35	3686
TREFETHEN WAY	POPPY HILL WAY	CHATEAU MONTELENA WAY	1006	25	2794
VIADER WAY	POPPY HILL WAY	CAIN CT	224	25	622
VIADER WAY	CAIN CT	CHATEAU MONTELENA WAY	442	25	1227

Total Sq Yds

81,753

Map No. 6
Council District 4
Chip Seal
Slurry Seal



Map Contact
K. CHAHAL

0 2000 4000 6000 8000

2013 STREET SEAL COAT PROJECT
PN: R15132020

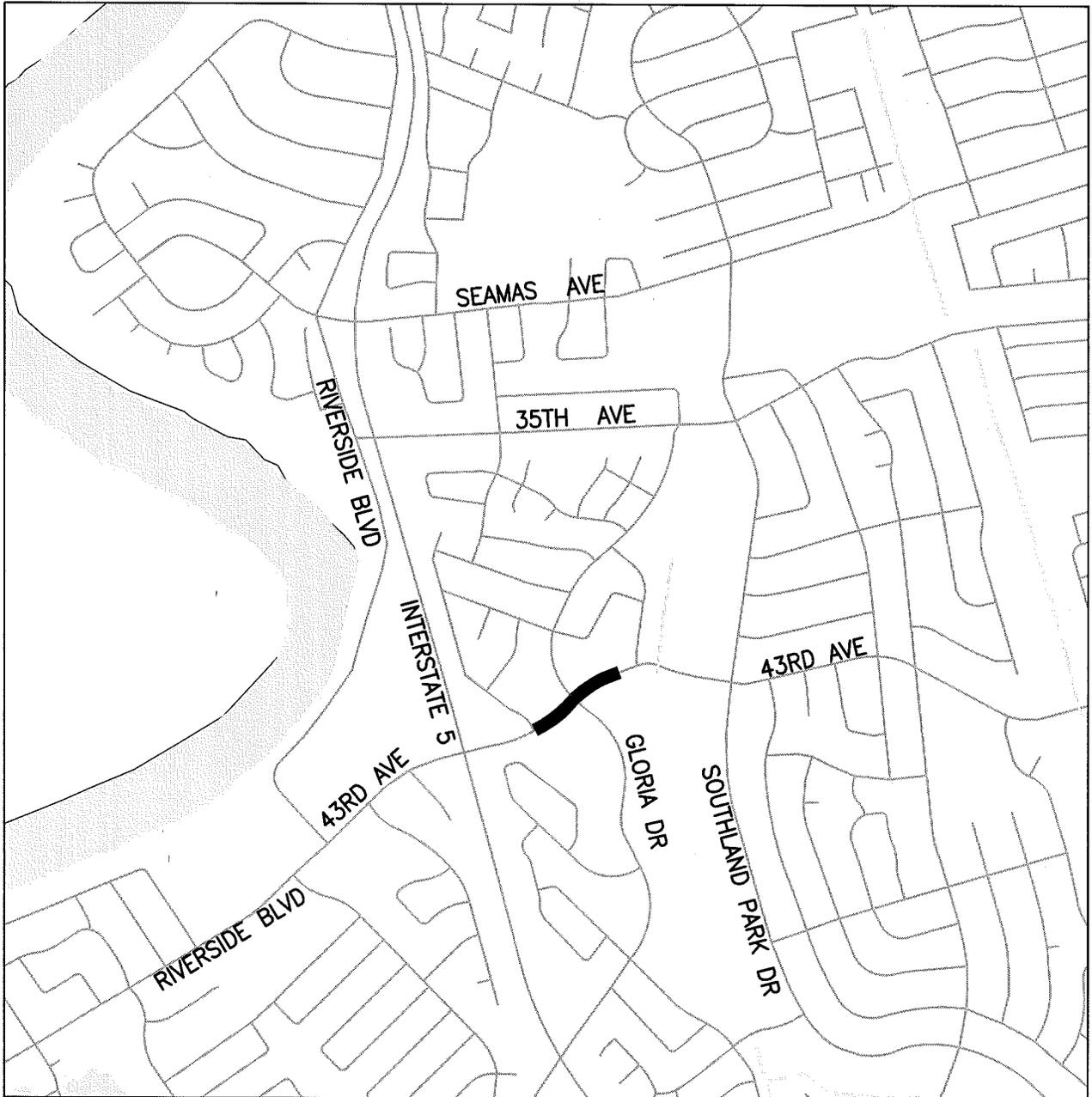


Map No. 6
Chip Seal and Slurry Seal
Council District 4

South Land Park Neighborhood bounded by Sutterville Road to the north, Seamas Avenue to the south, Interstate 5 to the west, and South Land Park Drive to the east.

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
BARLIN CT	26TH AVE	END	114	38	481
BROWNWYK DR	RIVERSIDE BLVD	KENSTON WAY	141	26	407
BROWNWYK DR	KENSTON WAY	DUKE DR	279	26	806
BROWNWYK DR	DUKE DR	ULRICH WAY	266	26	768
BROWNWYK DR	ULRICH WAY	GRIFFITH DR	266	26	768
BROWNWYK DR	GRIFFITH DR	CONSTANCE LN	277	26	800
BROWNWYK DR	CONSTANCE LN	EUCLID AVE	252	26	728
CANBY WAY	VOLZ DR	WARREN AVE	248	26	716
CANBY WAY	VOLZ DR	LA JOLLA WAY	217	26	626
CANBY WAY	LA JOLLA WAY	LANCASTER WAY	753	26	2175
CASILADA WAY	KARBET WAY	ELMER WAY	301	35	1170
CHARGENE WAY	DUKE DR	ULRICH WAY	270	26	780
CHARGENE WAY	ULRICH WAY	GRIFFITH DR	266	26	768
CONSTANCE LN	BROWNWYK DR	EUCLID AVE	764	26	2207
CRESTWOOD WAY	RIDGEWAY DR	MOSS DR	768	27	2304
CRESTWOOD WAY	MOSS DR	S LAND PARK DR	356	27	1068
DA ROSA DR	27TH AVE	26TH AVE	727	26	2100
DERICK WAY	RIVERSIDE BLVD	EUCLID AVE	1644	26	4749
DORSET WAY	KARBET WAY	KARBET WAY	1028	26	2969
DUKE DR	CHARGENE WAY	BROWNWYK DR	370	27	1110
ELMER WAY	KARBET WAY	CASILADA WAY	367	26	1060
ELMER WAY	CASILADA WAY	28TH AVE	529	36	2116
ELMER WAY	28TH AVE	27TH AVE	249	35	968
ELMER WAY	27TH AVE	END	121	35	470
EARLS CT	27TH AVE	END	120	47	626
EUCLID AVE	27TH AVE	26TH AVE	750	34	2833
EUCLID AVE	26TH AVE	25TH AVE	251	34	948
EUCLID AVE	25TH AVE	THEO WAY	273	26	788
EUCLID AVE	THEO WAY	THEO WAY	91	26	262
EUCLID AVE	THEO WAY	DERICK WAY	509	26	1470
EUCLID AVE	DERICK WAY	CONSTANCE LN	277	26	800
EUCLID AVE	CONSTANCE LN	BROWNWYK DR	445	26	1285
EUCLID AVE	BROWNWYK DR	WARREN AVE	468	26	1352
GRIFFITH DR	CHARGENE WAY	BROWNWYK DR	376	26	1086
HILLVIEW WAY	RIDGEWAY DR	SUNSET DR	293	25	813
HILLVIEW WAY	SUNSET DR	S LAND PARK DR	810	25	2250
KARBET WAY	SEAMAS AVE	DORSET WAY	250	36	1000
KARBET WAY	DORSET WAY	DORSET WAY	228	36	912
KARBET WAY	DORSET WAY	KARBET WAY	287	36	1148
KARBET WAY	KARBET WAY	ELMER WAY	297	26	858
KARBET WAY	KARBET WAY	CASILADA WAY	404	36	1616
KARBET WAY	CASILADA WAY	28TH AVE	631	36	2524

Map No.7
Council District 5
Microsurfacing



Map Contact
K. CHAHAL

0 1000 2000 3000 4000

2013 STREET SEAL COAT PROJECT
PN: R15132020

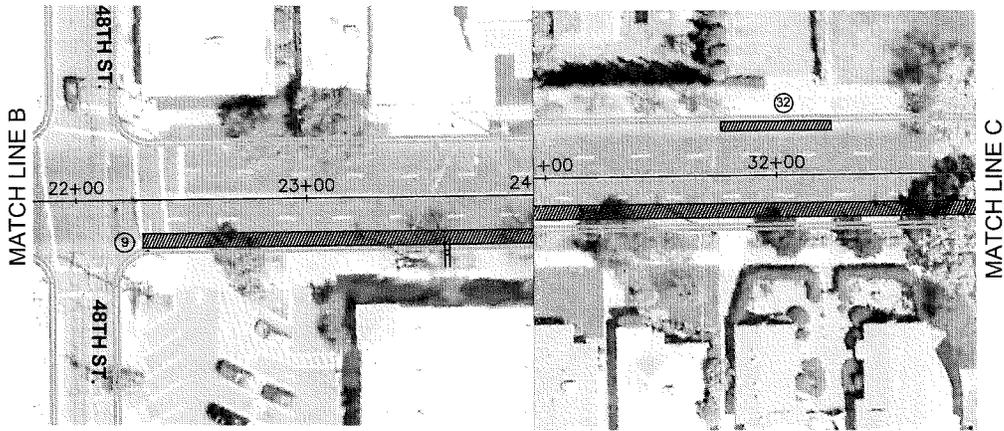
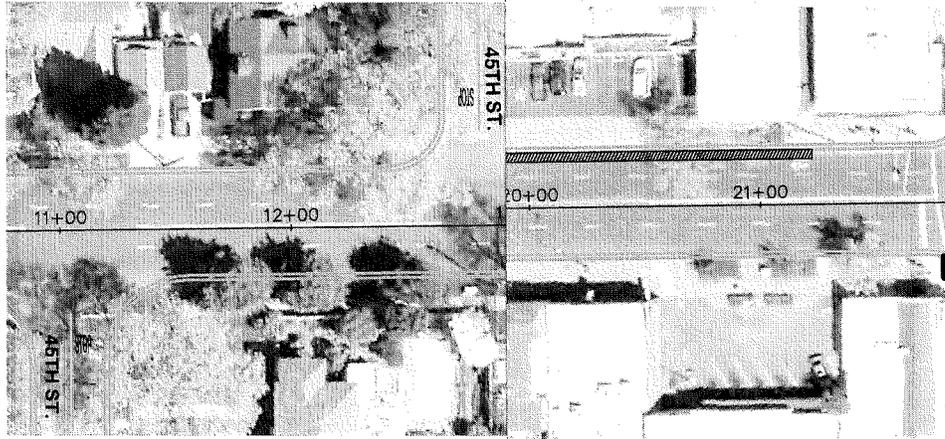
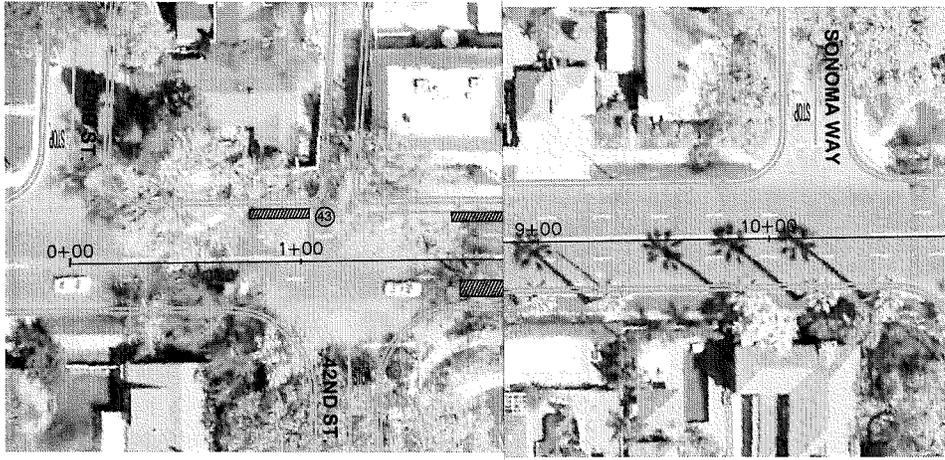


Map No. 7
 Microsurfacing
 Council District 5

43rd Avenue bounded by Woodshire Way and 323 feet east of Gloria Drive

Street to be Resurfaced	Limits of Resurfacing		Length (FT)	Width (FT)	Area (SY)
	From	To			
43RD AVE	WOODSHIRE WAY	GLORIA DR	372	52	2,167
43RD AVE	GLORIA DR	323 FT EAST OF GLORIA DR	323	39	1,401
Total Sq Yds					3,568

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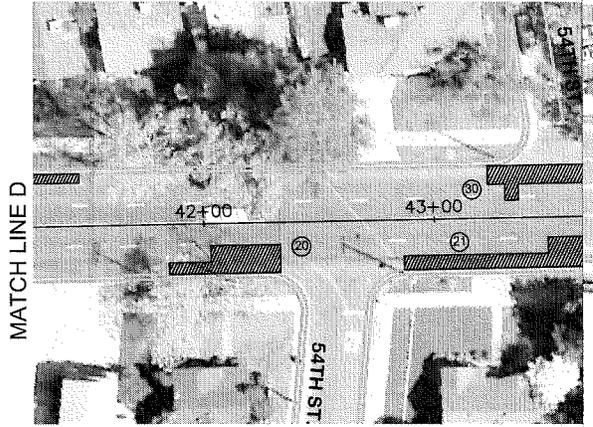
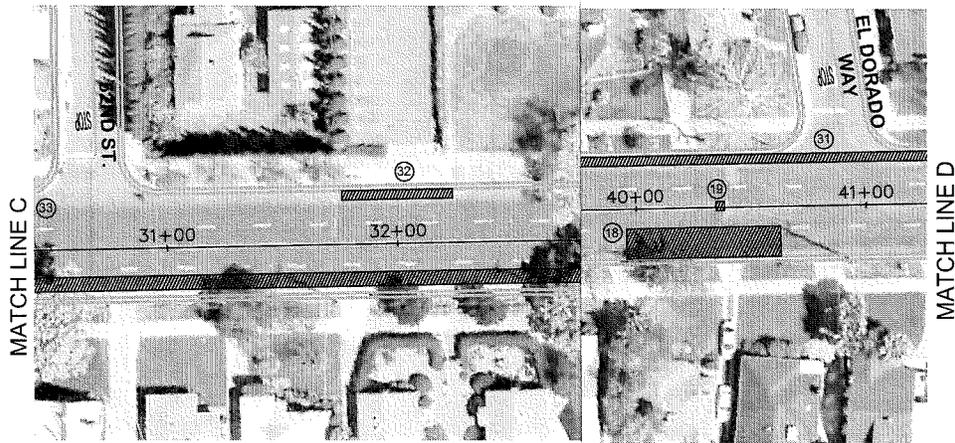


NO.	REVISIONS		DATE	BY	BENCH MARK DESCRIPTION	ELEV
	DESCRIPTION					

PLAN FOR
SEAL COAT PROJECT
 J STREET
 SHEET TO MATCH LINE C

PN: R15132020

SHEET
 C-1
 OF
 4



NO.	W x L	AREA	BEGINNING STATION
1	7' x 24'	168 SF	1+68
2	4' x 4'	16 SF	2+79
3	4' x 84'	336 SF	2+88
4	4' x 4'	16 SF	4+63
5	4' x 4'	16 SF	8+05
6	5' x 22'	110 SF	16+10
7	7' x 94'	768 SF	16+86
8	6' x 102'	612 SF	18+71
9	6' x 323'	1987 SF	22+28
10	4' x 4'	16 SF	25+29
11	10' x 153'	1530 SF	25+51
12	12' x 71'	852 SF	27+04
13	6' x 550'	3300 SF	28+26
14	4' x 30'	120 SF	35+71
15	4' x 112'	688 SF	37+01

NO.	W x L	AREA	BEGINNING STATION
16	4' x 4'	16 SF	39+22
17	4' x 18'	72 SF	39+53
18	13' x 67'	871 SF	39+95
19	4' x 4'	16 SF	40+35
20	6' x 48'	450 SF	41+85
21	6' x 95'	570 SF	42+87
22	7' x 99'	693 SF	43+49
23	6' x 30'	180 SF	44+83
24	6' x 30'	180 SF	45+47
25	4' x 70'	280 SF	46+10
26	7' x 132'	2296 SF	46+91
27	4' x 103'	691 SF	47+72
28	7' x 132'	1012 SF	46+15
29	4' x 20'	80 SF	48+67
30	13' x 136'	1385 SF	43+23

NO.	W x L	AREA	BEGINNING STATION
31	4' x 710'	284	47+65
32	4' x 48'	192	48+60
33	4' x 35'	140	49+88
34	4' x 40'	160	50+73
35	4' x 44'	176	51+74
36	4' x 47'	188	51+31
37	4' x 155'	620	51+58
38	6' x 103'	618	52+76
39	4' x 204'	816	53+40
40	4' x 201'	406	53+62
41	4' x 200'	800	53+78
42	4' x 40'	160	53+78
43	4' x 26'	104	53+93
44	10' x 10'	100	54+13
45	4' x 8'	32	54+23

NO.	W x L	AREA	BEGINNING STATION
46	4' x 20'	80 SF	55+04
47	4' x 8'	32 SF	55+42
48	4' x 8'	32 SF	55+84
49	4' x 4'	16 SF	55+98
50	4' x 88'	344 SF	56+10
51	4' x 28'	104 SF	56+71
52	4' x 4'	16 SF	57+31
53	4' x 33'	132 SF	57+06
54	4' x 41'	164 SF	57+57
55	4' x 22'	88 SF	58+07
56	4' x 4'	16 SF	58+29
57	4' x 32'	128 SF	58+53
58	4' x 4'	16 SF	59+41
59	4' x 78'	312 SF	59+57
60	7' x 53'	371 SF	59+83

NO.	W x L	AREA	BEGINNING STATION
61	4' x 24'	96 SF	60+44
62	4' x 152'	608 SF	60+57
63	4' x 90'	360 SF	61+17
64	4' x 8'	48 SF	63+82
65	4' x 52'	208 SF	64+10
66	4' x 20'	80 SF	64+52
67	5' x 22'	110 SF	64+70
68	4' x 5'	20 SF	64+99
69	4' x 20'	80 SF	65+13

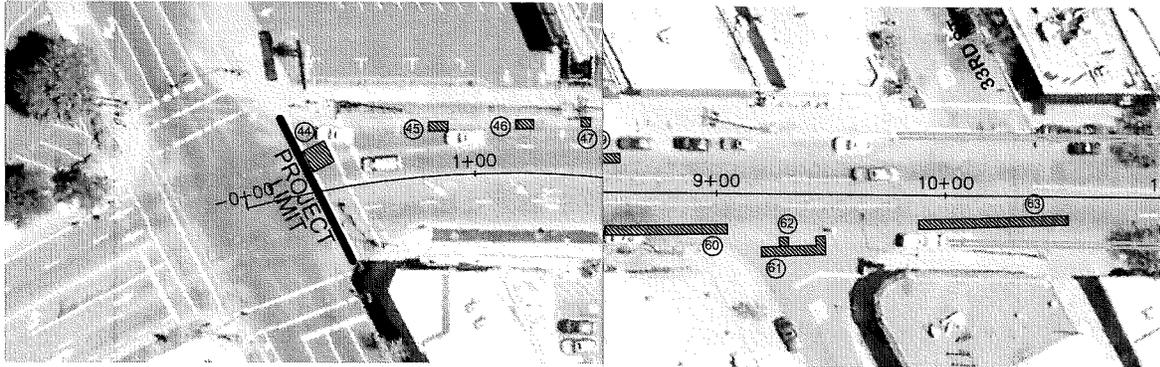
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						ET / FOLSOM BLVD		C-2
						NE C TO 56TH STREET		4

ALHAMBRA BLVD

33RD ST

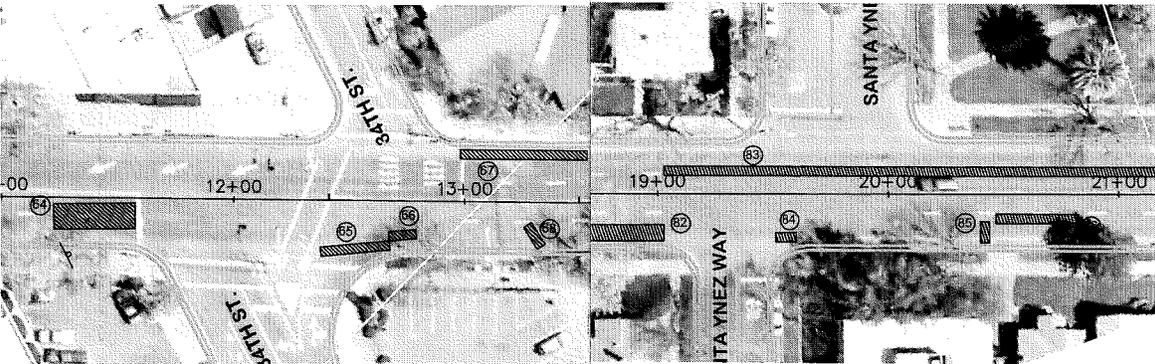


MATCH LINE AA



33RD ST

MATCH LINE AA



MATCH LINE CC

FOLSOM BLVD

MATCH LINE CC



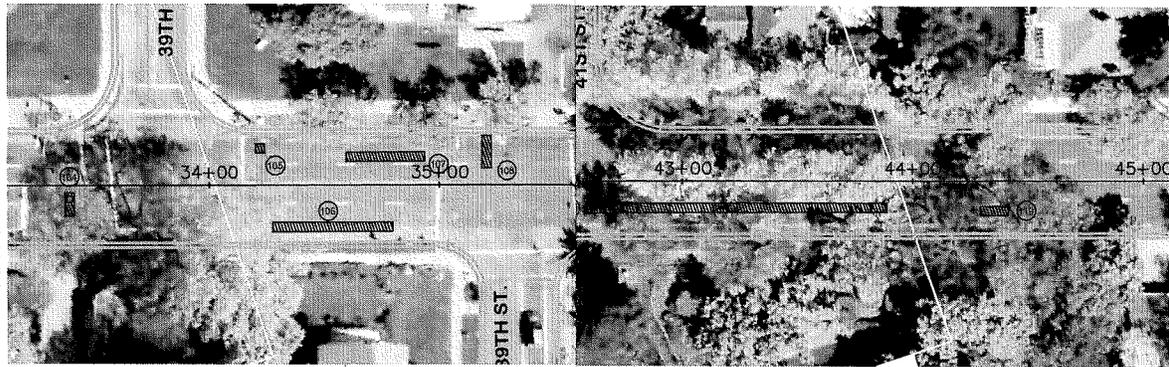
MATCH LINE DD

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REVISIONS				BENCH MARK		ELEVATION	ML PLANS FOR SEAL COAT PROJECT FOLSOM BLVD BLVD TO 39TH STREET
NO.	DESCRIPTION	DATE	BY	DESCRIPTION			

PN: R15132020

SHEET
C-3
OF
4



MATCH LINE DD

MATCH LINE EE



MATCH LINE EE

MATCH LINE FF



MATCH LINE FF



CAD FILE: 14

NO.	REVISIONS DESCRIPTION	DATE	BY

BENCH MARK DESCRIPTION	ELEV.

PLAN FOR
SEAL COAT PROJECT
 OLSOM BLVD
 STREET TO 48TH STREET

PN: R15132020

SHEET
 C-4
 OF
 4

