

Meeting Date: 2/11/2014

Report Type: Consent

Report ID: 2014-00043

Title: Contract Award - Fruitridge Road and 58th Street Traffic Signal Project (T15145000)

Location: Intersection of Fruitridge Road and 58th Street, District 6

Issue: The plans and specifications for the construction of the Fruitridge Road and 58th Street Traffic Signal Project have been completed and construction bids have been received. Award of the construction contract to the lowest bidder requires City Council approval.

Recommendation: Pass a Motion 1) approving the Plans and Specifications for the Fruitridge Road and 58th Street Traffic Signal Project (T15145000); 2) awarding the construction contract to Pacific Excavation for an amount not to exceed \$154,819.

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

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis

2-Background

3-Location Map

4-Contract (Pacific Excavation)

City Attorney Review

Approved as to Form
Gerald Hicks
2/5/2014 1:45:22 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
1/29/2014 12:54:07 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 2/3/2014 9:29:41 AM

Description/Analysis

Issue: The Fruitridge Road and 58th Street Traffic Signal Project (T15145000) has been advertised and bids were received. The City and Sacramento City Unified School District (SCUSD) are jointly funding the project as outlined in Resolution 2013-00826, which was approved by the City Council on November 19, 2013. Pacific Excavation is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with awarding the construction contract.

Policy Considerations: The action requested supports the City’s General Plan goal of improving the transportation system and expanding public safety.

Economic Impact: This project is expected to create 0.90 total jobs (0.52 direct jobs and 0.38 jobs through indirect and induced activities) and create \$138,811 in total economic output (\$87,494 of direct output and another \$51,317 of output through indirect and induced activities).

Environmental Considerations:

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

Sustainability Considerations: The Fruitridge Road and 58th Street Traffic Signal Project (T15145000) is consistent with the City’s Sustainability Master Plan. It conforms to the Air Quality Focus Area by improving and optimizing transportation infrastructure.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: The project was advertised and bids were received on January 15, 2014. The bids are summarized below:

Contractor	Bid Amount	LBE
Pacific Excavation Inc.	\$154,819	6.3%
Studebaker Brown Electric	\$169,896	13.2%
St. Francis Electric	\$193,300	5.0%
Mayhan Electric, dba M&M Electric	\$215,703	88.8%

The Engineer's construction estimate is \$180,000.

It is recommended that the contract be awarded to Pacific Excavation as the lowest responsive and responsible bidder.

Financial Considerations: The project budget for the Fruitridge Road and 58th Street Traffic Signal Project (T15145000) is \$400,000. To date, \$40,700 has already been expended and staff anticipates an additional \$322,514 will be needed to complete the project. The anticipated surplus of approximately \$36,700 will be returned to the Traffic Operations Center Program (S15101300) for reprogramming. As of January 21, 2014, the Fruitridge Road and 58th Street Traffic Signal Project has an unobligated balance of \$392,505, which is sufficient to execute the construction contract in the not-to-exceed amount of \$154,819 with Pacific Excavation and cover the remaining construction management costs.

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

Local Business Enterprise (LBE): The City's LBE utilization requirement is 5%. Pacific Excavation Inc. achieved 6.3% LBE participation.

Attachment 1

BACKGROUND

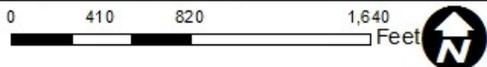
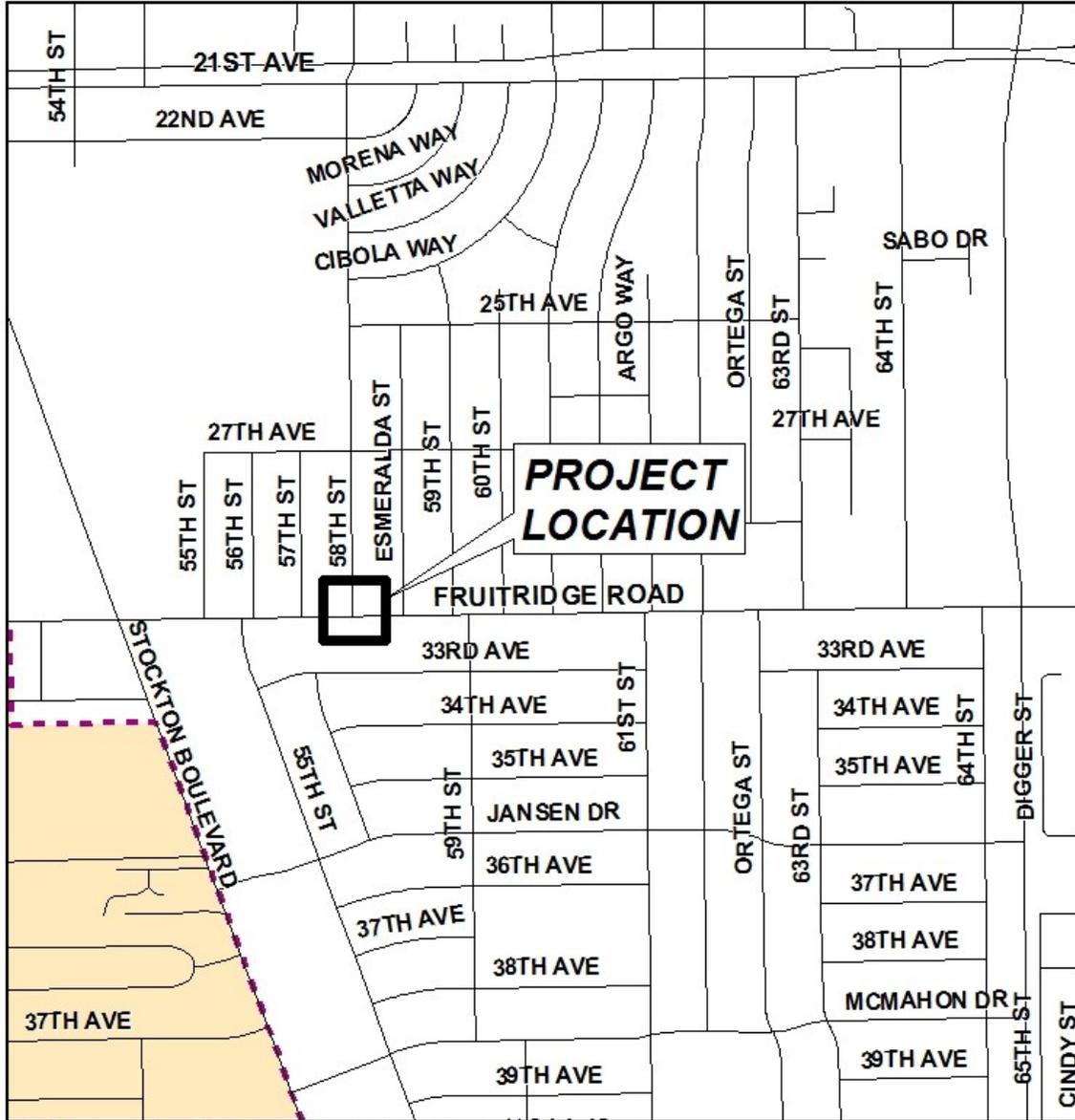
The community and Sacramento City Unified School District (SCUSD) have shown great interest in installing a new traffic signal at Fruitridge Road and 58th Street to improve pedestrian safety for both West Campus High School and Mark Twain Elementary School. The intersection is included in the Traffic Signal list of the current Transportation Programming Guide (TPG), but is ranked twenty-fifth. In an effort to expedite the installation of the new traffic signal, the school district has committed significant funding to aid in the design and construction of the project.

This project will enhance public safety for pedestrians, bicyclists and vehicular traffic crossing Fruitridge Road at 58th Street. Pedestrian crosswalks and stop bars will be placed on all legs of the intersection, and left turn pockets will be provided on the east and west approaches on Fruitridge Road. The traffic signal will also be connected to the existing fiber optic communication facilities along Fruitridge Road.

Construction is expected to begin in February 2014 and be completed by April 2014.

EXHIBIT A

Location Map for FRUITRIDGE ROAD AND 58TH STREET T15145000





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
Fruitridge Road & 58th Street Traffic Signal Project
PN: T15145000

Separate Plans

For Pre-Bid Information Call:
Kaleb Haile, Project Manager
(916) 808-7020,
khaile@cityofsacramento.org

Bids to be received before
2:00 P.M. January 15, 2014 at:
City Clerk's Passport Acceptance Area
New City Hall
915 I Street, 1st floor, Room 1119
Sacramento, CA 95814

LBE PROGRAM

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goal, please contact Lorrie Lowry at (916) 808-5448, or visit the City of Sacramento's local business web site at: <http://portal.cityofsacramento.org/Economic-Development/Small-Business/LBE>

Estimated Construction Cost: **\$180,000.00**

Construction Time: **30 Working Days**



Division of Labor Standards Enforcement (DLSE)

DLSE debarments

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

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

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

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

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

Revised: 5/17/13

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

Labor Commissioner's Office

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

File a Claim

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DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 694400



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	694400	Extract Date 1/22/2014						
Business Information	TIM PAXIN'S PACIFIC EXCAVATION INC Business Phone Number: (916) 686-2800 9796 KENT STREET ELK GROVE, CA 95624							
Entity	Corporation							
Issue Date	08/15/1994							
Expire Date	08/31/2014							
License Status	ACTIVE This license is current and active. All information below should be reviewed.							
Classifications	<table border="1"> <thead> <tr> <th>CLASS</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>GENERAL ENGINEERING CONTRACTOR</td> </tr> <tr> <td>C10</td> <td>ELECTRICAL</td> </tr> </tbody> </table>	CLASS	DESCRIPTION	A	GENERAL ENGINEERING CONTRACTOR	C10	ELECTRICAL	
CLASS	DESCRIPTION							
A	GENERAL ENGINEERING CONTRACTOR							
C10	ELECTRICAL							
Bonding	CONTRACTOR'S BOND This license filed a Contractor's Bond with GREAT AMERICAN INSURANCE COMPANY . Bond Number: 4076394 Bond Amount: \$12,500 Effective Date: 01/01/2007 Contractor's Bond History BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) PAXIN TIMOTHY PATRICK 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: 11/30/1994 BQI's Bond History							

WORKERS' COMPENSATION

This license has workers compensation insurance with
OLD REPUBLIC GENERAL INSURANCE CORPORATION

Workers' Compensation

Policy Number: A1CW96781404

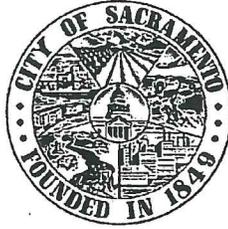
Effective Date: 01/01/2014

Expire Date: 01/01/2015

[Workers' Compensation History](#)

Personnel List

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DEPARTMENT OF
TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

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

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

**FRUITRIDGE ROAD & 58TH STREET TRAFFIC SIGNAL PROJECT
(PN: T15145000)
Addendum No. 1**

January 7, 2014

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by email or letter, provided such email or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

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

Very truly yours,

Brenda Kee
Contract Services
Enclosure

1-10-14

**FRUITRIDGE ROAD & 58TH STREET TRAFFIC SIGNAL PROJECT
(PN: T15145000)
Addendum No. 1**

Item #1- **New bid submittal location.** Bids must be submitted to the Office of the City Clerk, 915 I Street, New City Hall, 4th Floor Public Counter, Sacramento, CA 95814. Allow time to provide a valid ID to the security desk to receive a visitor badge. You will not be granted access to the 4th floor unless you have a visitor badge.

Item #2- The Cisco Network switch and power supply part numbers have been changed, and replaced with a new set of numbers.

On page 45, Item B, it should read "Network Switch shall be manufactured by Cisco, Model ~~2955S-12~~ IE-2000-8TC-L(1 each) with Fiber interface part number GLC-FE-100FX-RGD (2 each) or approved equal.

On page 46, Item C, it should read "Power Supply for Network Switch shall be manufactured by Cisco, Model ~~PWR-2955-AC~~ PWR-IE50W-AC (1 each) or approved equal.

Item #3- On page 52, Item B.2, the contact phone number for Integrity Data & Fiber should be 916-439-4787, not 916-439-5077.



DEPARTMENT OF
TRANSPORTATION

ENGINEERING SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

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

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

**FRUITRIDGE ROAD & 58TH STREET TRAFFIC SIGNAL PROJECT
(PN: T15145000)
Addendum No. 2**

January 8, 2014

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the bid proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by email or letter, provided such email or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

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

Very truly yours,

Brenda Kee
Contract Services
Enclosure

1-10-14

FRUITRIDGE ROAD & 58TH STREET TRAFFIC SIGNAL PROJECT
(PN: T15145000)
Addendum No. 2

Item #1- The Cisco Network switch Fiber interface part number that was revised by Addendum No. 1 is re-revised as follows.

Part number GLC-FE-100FX-RGD shall be changed to GLC-FE-100LX-RGD.



**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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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 January 15, 2014** and will be opened as soon thereafter as business allows, in the Closed Session Room #CH1104, New City Hall for:

Fruitridge Road & 58th Street Traffic Signal Project

PN: T15145000

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:

Fruitridge Road & 58th Street Traffic Signal Project

PN: T15145000

Copies of the Contract Documents are available at

Planetbids

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

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

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

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

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this

project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

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

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

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

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

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a **minimum 5% participation level for LBEs on this contract.** Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Bidders shall submit proof to the City demonstrating that the business and each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted are in compliance with all applicable laws relating to licensing and are not delinquent in payment of any City of Sacramento or County of Sacramento taxes, permits, or fees. Failure to submit the required LBE information may be grounds for finding the bid non-responsive.

II. LBE QUALIFICATION

- A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Proof of legitimate business presence in the city or unincorporated county of Sacramento shall include:
 - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
 - 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. Participation Credit: To receive credit for participation:(1) an LBE 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 actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for an LBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
 - Truckers: Credit for an LBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials, equipment, or supplies being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

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

Not later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may

be required by City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials, equipment, and supplies for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material, equipment, or supplies from other sources. Reasons for requesting such authorization would include:
1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
 2. The listed LBE becomes bankrupt or insolvent.
 3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
 4. The work performed or the materials/equipment/supplies provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
 5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified 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 LBEs in substantial compliance with the LBE 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 LBE(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 review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by telecopy, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by telecopy shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

V. DEFINITIONS

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.

CALIFORNIA LABOR CODE
RELATING TO
APPRENTICES ON PUBLIC WORKS PROJECTS

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

BID PROPOSAL FORMS

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

BID PROPOSAL CHECKLIST

<u>Included: Please (√)</u>	<u>Pages</u>
<input type="checkbox"/> Bid Proposal Form	1 - 3
<input type="checkbox"/> Bid Proposal Guarantee	1 only
<input type="checkbox"/> Drug Free Work Place Certification	1 only
<input type="checkbox"/> Minimum Qualifications Questionnaire	1 - 6
<input type="checkbox"/> LBE Prime Contractor Form (NEW)	1 only
<input type="checkbox"/> LBE Subcontractor Form (NEW)	1 only
<input type="checkbox"/> Non-Discrimination in Employee Benefits Ordinance Certification	1 - 9
<input type="checkbox"/> Cost Breakdown for Lump Sum Electrical Items*	1 only
<input type="checkbox"/> City Approved Fiber Contractor **	1 only

***Bidder generated document**

Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814, email submissions accepted at jledesma@cityofsacramento.org.

****Bidder generated document**

Proof that one of the City Approved Fiber Contractors will be doing the fiber termination shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the proof is not submitted within the specified time, the bid will be deemed as non-responsive. The proof shall be submitted to the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814 email submissions accepted at jledesma@cityofsacramento.org.

PACIFIC EXCAVATION

CITY OF SACRAMENTO
 Department of Public Works
 Engineering Services Division

Bid Proposal
 Page 1 of 4

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

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

FRUITRIDGE ROAD AND 58TH STREET TRAFFIC SIGNAL PROJECT (T15145000)

in the City and County of Sacramento, California.

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

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	TRAFFIC SIGNAL INSTALLATION	1	LS	\$ 121,807.00	\$ 121,807.00
2.	POTHOLING BY DRILLING	6	EA	\$ 175.00	\$ 1,050.00
3.	PORTABLE CHANGEABLE MESSAGE SIGNS	2	EA	\$ 1,050.00	\$ 2,100.00
4.	REMOVE SIGNS	6	EA	\$ 100.00	\$ 600.00
5.	PLACE SIGNS ON MASTARMS	4	EA	\$ 600.00	\$ 2,400.00
6.	TRAFFIC SIGN TO PLACE	10	EA	\$ 80.00	\$ 800.00
7.	NEW POST TO INSTALL	4	EA	\$ 200.00	\$ 800.00
8.	BASE REPAIR	375	SF	\$ 18.00	\$ 6,750.00
9.	REMOVE TRAFFIC MARKINGS AND STRIPING	1	LS	\$ 2,450.00	\$ 2,450.00
10.	MICROSURFACING (TYPE II) TO PLACE	1275	SY	\$ 7.60	\$ 9,690.00
11.	RAISED PAVEMENT MARKERS TO PLACE	16	EA	\$ 6.00	\$ 96.00
12.	4" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	615	LF	\$ 2.00	\$ 1,230.00
13.	8" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	55	LF	\$ 3.00	\$ 165.00
14.	12" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	494	LF	\$ 4.00	\$ 1,976.00
15.	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	155	SF	\$ 7.00	\$ 1,085.00

16. SIDEWALK, 3-1.2" PCC TO REMOVE AND REPLACE	65	SF	\$ <u>28,00</u>	\$ <u>1,820.00</u>
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CONTRACTOR NAME: Tim Paxins Pacific Excavation, Inc. TOTAL \$154,819.00

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. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814.

Also, proof that one of the City Approved Fiber Contractors will be doing the fiber termination shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the proof is not submitted within the specified time, the bid will be deemed as non-responsive. The proof shall be submitted to the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814.

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>1/7/2014</u>
Add. #	<u>2</u>	DATE	<u>1/8/2014</u>
Add. #	_____	DATE	_____

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

Tim Paxin's Pacific Excavation, Inc. - 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:

(\$ 15,481.90) not less than ten percent (10%) of amount Bid Proposal

_____	CERTIFIED CHECK
_____	CASHIER'S CHECK
<input checked="" type="checkbox"/>	BID BOND
_____	MONEY ORDER
_____	OTHER SECURITY

CONTRACTOR:
 By Prescilla Gastelum
 (Signature)

Prescilla Gastelum
 (Print or Type)

Title Corporate Secretary
 Address 9796 Kent Street
Elk Grove, CA 95624
 Telephone No. 916-686-2800

Fax No. 916-686-2800

Email Address pgastelum@pacificexcavation.com

Date 1-10-14

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>PG</u>

Contractor's License No. 694400 Type A + C10
 Expiration Date 8/31/2014
 Tax I.D. Nos.- Fed. 95-4398585 State California

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

120135

Please indicate if you are any of the following:

~~EBE _____ Cert # _____~~

~~SBE _____ Cert # _____~~

~~DBE _____ Cert # _____~~

~~M/WBE _____ Cert # _____~~



SCHEDULE OF VALUES (COST BREAKDOWN)

JOB NAME: FRUITRIDGE RD & 58TH STREET TRAFFIC SIGNAL PROJECT PN: T15145000

BI #1 TRAFFIC SIGNAL INSTALLATION

ITEM DESCRIPTION	QTY	UNIT PRICE	PER	EXT.
18-4-100 FOUNDATION	1	\$4,895.00	EA	\$4,895.00
26-4-100 FOUNDATION	1	\$4,895.00	EA	\$4,895.00
TYPE 15TS FOUNDATION	2	\$2,650.00	EA	\$5,300.00
TYPE 1-B FOUNDATION	2	\$695.00	EA	\$1,390.00
SERVICE FOUNDATION	1	\$795.00	EA	\$795.00
TYPE "R" CONTROLLER FOUNDATION	1	\$1,275.00	EA	\$1,275.00
18-4-100 STANDARD (CITY FURNISHED)	1	\$1,460.00	EA	\$1,460.00
26-4-100 STANDARD (CITY FURNISHED)	1	\$1,460.00	EA	\$1,460.00
15TS MODIFIED (CITY FURNISHED)	1	\$960.00	EA	\$960.00
1-B STANDARD (CITY FURNISHED)	2	\$775.00	EA	\$1,550.00
METERED SERVICE (CITY FURNISHED)	1	\$575.00	EA	\$575.00
INSTALL TYPE "R" CONTROLLER (CITY FURNISHED)	1	\$2,290.00	EA	\$2,290.00
UNDERGROUND CONDUIT SYSTEM INSTALLATION (ROCKSAW)	1010	\$30.00	LF	\$30,300.00
UNDERGROUND CONDUIT SYSTEM INSTALLATION (TRENCH)	100	\$12.00	LF	\$1,200.00
LAY UNDERGROUND CONDUIT SYSTEM INSTALLATION	550	\$1.00	LF	\$550.00
PVC 4"	140	\$4.00	LF	\$560.00
PVC 3"	440	\$3.00	LF	\$1,320.00
PVC 2"	1080	\$2.00	LF	\$2,160.00
#6 PULLBOX W/ LOCKING COVER	12	\$750.00	EA	\$9,000.00
#6 PULLBOX W/ EXTENSION & LOCKING COVER	1	\$900.00	EA	\$900.00
N-44 PULLBOX W/ LOCKING COVER	1	\$1,000.00	EA	\$1,000.00
#14 THW SIGNAL WIRE	5040	\$1.00	LF	\$5,040.00
#10 THW SIGNAL WIRE	1650	\$1.50	LF	\$2,475.00
#6 THW SIGNAL WIRE	1260	\$2.00	LF	\$2,520.00
#1 THW SIGNAL WIRE	70	\$3.00	LF	\$210.00
DLC WIRE	1810	\$2.00	LF	\$3,620.00
INSTALL VIDEO DETECTION CAMERAS (CITY FURNISHED)	3	\$875.00	EA	\$2,625.00
EVP SYSTEM	1	\$11,042.00	LT	\$11,042.00
DETECTOR HANDHOLES	2	\$495.00	EA	\$990.00
LOOP DETECTORS	4	\$425.00	EA	\$1,700.00
TRAFFIC SIGNAL & PEDESTRIAN DISPLAY	16	\$750.00	EA	\$12,000.00
PED PUSH BUTTONS	4	\$150.00	EA	\$600.00
NETWORK SWITCH	1	\$2,700.00	EA	\$2,700.00
NETWORK POWER SUPPLY	1	\$200.00	EA	\$200.00
FIBER MODULE	1	\$500.00	EA	\$500.00
SURGE SUPPRESSOR	1	\$200.00	EA	\$200.00
RC STREET LIGHT & FOUNDATION	2	\$525.00	EA	\$1,050.00
CC	4	\$125.00	EA	\$500.00

BI #1 AMOUNT \$121,807.00

KNOW ALL MEN BY THESE PRESENTS,

That we, Tim Paxin's Pacific Excavation, Inc.

as Principal, and Great American Insurance Company

a corporation duly organized under the laws of the State of Ohio 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 01/15/14 for the Work specifically described as follows:

**FRUITRIDGE ROAD AND 58TH STREET TRAFFIC SIGNAL PROJECT
(T15145000)**

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 13
day of December 2013.

Tim Paxin's Pacific Excavation, Inc.

(Contractor) (Seal)
By Miscell Astalun
Title Corporate Secretary

ORIGINAL APPROVED AS TO FORM:

[Signature]
City Attorney

Great American Insurance Company

(Surety) (Seal)
By James D. Einerson
Title James D. Einerson/Attorney-in-Fact

Agent Name and Address James D. Einerson
11350 Huntington Village Lane, Gold River, Ca 95670
Agent Phone # 916-631-7987
Surety Phone # 925-935-9060
California License # 0796662

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: N/A
 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: Tim Paxin's Pacific Excavation, Inc.
 BY: Messiah Hastelum, Corp. Sec. Date: 1-10-14
 Signature Title

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

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

- 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
- 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

- YES - the firm submitting the bid is qualified as a local business enterprise.
- NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

City of SACRAMENTO

Subcontractor and Local Business Enterprise (LBE) Participation Form

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL USE ONLY BASE BID AMOUNT TO ESTIMATE DOLLAR VALUE

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name: Tim Poxin's Pacific Excavation, Inc. Base Bid Amount: 154,819.00 Is the Prime Contractor a LBE? Yes No

Business Entity/Subcontractor Name and Address	Subcontractor License No.	Indicate LBE (subject to verification)	Items of Work and/or Description of Work, Services, or Materials to be provided to complete contract	Estimated Dollar Value of Work, Services, or Materials to be provided for Base Bid
Integrity Data Fiber Inc. 3318 Howard St., Ste. 150, Bid # 338 McClellan Park, CA 95652	778249	LBE	Partial Item #1	6,445.00
CPM 9390 Elder Creek Road Sac., CA. 95829	374514	LBE	Item # 10	9,690.00
Allied-Nest Const. Co. P.O. Box 530 Penn., CA. 95663	633593	—	Item #8 and #16	8,570.00
Centerline Striping Co., Inc. 9847 Dino Drive Elk Grove, CA 95624	499345	—	Item # 4, 6, 7, 9, 11, 12, 13, 14, and #15	9,202.00

The Prime Contractor hereby certifies that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Page 1 of 1

LBE PRIME CONTRACTOR AND SUBCONTRACTOR PARTICIPATION VERIFICATION INFORMATION ARE DUE BY CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING.
THE SUBCONTRACTOR LICENSING NUMBER IS DUE WITHIN 24 HOURS OF THE BID DUE DATE AND TIME.

Local status is applicable to the following:

- Any Sacramento addresses which encompasses both the City & unincorporated Sacramento County – including neighborhoods like Rosemont, Antelope, Foothill Farms & Walerga.
- North Highlands
- Carmichael
- Fair Oaks
- Orangevale

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: 694400 - A CIO 8/31/2014
- 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 [X] 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 [X] 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 [X] 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 [X] 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 9796 Kent Street, on 1-10-14.

Elk Grove, CA (Location) 05624

(Date)

Signature: Prescilla Gastelum

Print name: Prescilla Gastelum

Title: Corporate Secretary

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

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

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Tim Paxin's Pacific Excavation, Inc.
Name of Contractor
9796 Kent Street, Elk Grove, CA 95624
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000.00 ~~25,000~~, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000.00 ~~25,000~~ in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

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

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

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

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

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

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

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

Prescilla Gastelum
Signature of Authorized Representative

1-10-14
Date

Prescilla Gastelum
Print Name

Corporate Secretary
Title

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



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

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

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

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

The included employee benefits are:

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

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

You May . . .

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

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE



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

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

The included employee benefits are:

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

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

You May . . .

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

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

TITLE VI

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 February 11, 2014, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Pacific Excavation, 9796 Kent Street, Elk Grove CA 95624 ("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 Local Business Enterprise (LBE) 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:

**FRUITRIDGE ROAD AND 58TH STREET TRAFFIC SIGNAL PROJECT
(T15145000)**

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 **ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00)** for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

(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 January 30, 2013

BY Prescilla Gastelum
Prescilla Gastelum
Print Name
Corporate Secretary
Title

BY James Paxin
James Paxin
Print Name
Vice President
Title

Federal ID# 95-4398585

State ID# 1845774

State ID# 120185

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

Type of Business Entity (check one):

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

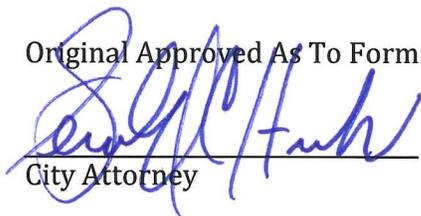
CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____

For: John Shirey
City Manager

Original Approved As To Form:



City Attorney

Attest:

City Clerk

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Department of Public Works
Page 1 of 1

Bond No.: 2522900

Premium: \$1,455.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Pacific Excavation, 9796 Kent Street, Elk Grove CA 95624

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

**FRUITRIDGE ROAD AND 58TH STREET TRAFFIC SIGNAL PROJECT
(T15145000)**

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety):*
Great American Insurance Company 301 East 4th Street, Cincinnati, Ohio 45202

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 HUNDRED FIFTY FOUR THOUSAND EIGHT HUNDRED NINETEEN DOLLARS (\$154,819.00), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on Feb. 12, 20 14.

Tim Paxin's Pacific Excavation, Inc.
(Contractor) (Seal)
By [Signature]
Title Corporate Secretary

Great American Insurance Company
(Surety) (Seal)
By [Signature]
Title James D. Einerson, Attorney-in-Fact
Agent Name and Address 11350 Huntington Village Ln.
Gold River, CA. 95670
Agent Phone # 916 631 7987
Surety Phone # 925 988 2245
California License # 0796662

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of Sacramento)

On 2/12/14, before me, Gail C. Einerson, Notary Public,
(here insert name and title of officer)

personally appeared _____
James D. Einerson

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 *Gail C. Einerson*
Signature of Notary Public



(seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER,	\$75,000,000.00
MICHELLE FURNO	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21ST day of MAY, 2013
Attest GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 21ST day of MAY, 2013, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16**

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 12 day of Feb., 2014.



My L C. B.

Assistant Secretary

**CITY OF SACRAMENTO
PAYMENT BOND**

Department of Public Works
Page 1 of 1

Bond No.: 2522900

Premium: \$1,455.00

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Pacific Excavation, 9796 Kent Street, Elk Grove CA 95624

hereinafter called Contractor, a contract for construction of:

**FRUITRIDGE ROAD AND 58TH STREET TRAFFIC SIGNAL PROJECT
(T15145000)**

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*):

Great American Insurance Company, 301 East 4th Street, Cincinnati, Ohio 45202

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 HUNDRED FIFTY THOUSAND EIGHT HUNDRED NINETEEN DOLLARS (\$154,819.00), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on Feb. 12, 20 14.

Tim Paxin's Pacific Excavation, Inc.

(Contractor) (Seal)

By: [Signature]
Title: Corporate Secretary

ORIGINAL APPROVED AS TO FORM.

[Signature]
City Attorney

Great American Insurance Company

(Surety) (Seal)

By: [Signature]
Title: James D. Emerson, Attorney-in-Fact

Agent name and Address: 11350 Huntington Village Ln
Gold River, CA. 95670

Agent Phone #: 916 361 7987

Surety Phone #: 925 988 2245

California License #: 0796662

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of Sacramento)

On 2/12/14 , before me, Gail C. Einerson , Notary Public, _____
(here insert name and title of officer)

personally appeared _____
James D. Einerson

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 Gail C. Einerson
Signature of Notary Public



(seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER,	\$75,000,000.00
MICHELLE FURNO	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21ST day of MAY, 2013
Attest GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 21ST day of MAY, 2013, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 12 day of Feb., 2014.



Steph L. C. B.

Assistant Secretary



- Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

GREAT AMERICAN INSURANCE COMPANY

**301 E. FOURTH STREET
CINCINNATI, OH 45202-4201
800-972-3008**

Old Company Names	Effective Date
AMERICAN CONTINENTAL INSURANCE COMPANY	12/06/1976
MANUFACTURERS & MERCHANTS INDEMNITY CO.	09/05/1956
SELECTIVE INSURANCE COMPANY	06/15/1972

Agent For Service

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

Reference Information

NAIC #:	16691
California Company ID #:	1301-1
Date Authorized in California:	10/17/1945
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	OHIO

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NAIC Group List

NAIC Group #: 0084 American Financial Grp

Lines Of Business

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

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE

MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

back to top

© 2008 California Department of Insurance

WORKER'S COMPENSATION CERTIFICATION

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

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

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

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

DATE: January 30, 2014

Contractor Tim Paxins Pacific Excavation, Inc

By Deeceece Austatum
Signature

Construction and Demolition (C&D) Debris Recycling Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C&D Debris Waste Management Plan

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

Form
submitted by:

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

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

A. Building Project Information:

Job Address: _____
Contractor: _____
Address: _____

Engineering
Estimate: _____
Phone: _____
Email: _____

B. Briefly describe the project:

C. Materials Required to be Recycled

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

50%
of all debris
must be recycled

D. Material Management

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

C&D Debris Waste Management Plan

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

E. Definitions.

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

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

F. Terms and Conditions

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

C&D Debris Haulers & Facilities

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

Certified Mixed C&D Facilities

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

Franchised Haulers

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

Recyclers*

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

Recovery Stations & Landfills

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

More updated information can be found online at:

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

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

Monthly Pay Request Application and Schedule of Values Processing

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



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

PAY REQUEST APPLICATION

PROJECT NAME:	_____	
CONTRACTOR: <i>(per agreement)</i>	_____	
CONTRACTOR REMITTANCE ADDRESS:	_____ _____	
PHONE NUMBER: ()	_____	
INVOICE NO.:	_____	CITY PROJECT NUMBER: _____
		PERIOD ENDING DATE: _____
ESCROW AGENT (Bank Name):	_____	
ESCROW#:	_____	
ESCROW AGENT REMITTANCE ADDRESS:	_____ _____	

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



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

SCHEDULE OF VALUES

V4 - 7/5/11

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

Fruitridge Rd and 58th Street Traffic Signal
T:15145000

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

Payment No. _____
Work Performed Thru _____
Days Expended on Contract _____

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUEST'S TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	TRAFFIC SIGNAL INSTALLATION	1	LS									1.00	
2	POTHOLING BY DRILLING	6	EA									6.00	
3	PORTABLE CHANGEABLE MESSAGE SIGNS	2	EA									2.00	
4	REMOVE SIGNS	6	EA									6.00	
5	PLACE SIGNS ON MASTARMS	4	EA									4.00	
6	TRAFFIC SIGN TO PLACE	10	EA									10.00	
7	NEW POST TO INSTALL	4	EA									4.00	
8	BASE REPAIR	375	SF									375.00	
9	REMOVE TRAFFIC MARKINGS AND STRIPING	1	LS									1.00	
10	MICROSURFACING (TYPE II) TO PLACE	1,275	SY									1,275.00	
11	RAISED PAVEMENT MARKERS TO PLACE	16	EA									16.00	
12	4" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	615	LF									615.00	
13	8" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	55	LF									55.00	
14	12" THERMOPLASTIC TRAFFIC STRIPING TO PLACE	494	LF									494.00	
15	THERMOPLASTIC PAVEMENT MARKINGS TO PLACE	155	SF									155.00	
16	SIDEWALK, 3-1/2" PCC TO REMOVE AND REPLACE	65	SF									65.00	
Original Contract Total:													
Change Order #1 - See change order summary sheet for details													
Change Order #2 - See change order summary sheet for details													
Change Order #3 - See change order summary sheet for details													
Change Order #4 - See change order summary sheet for details													
Change Order #5 - See change order summary sheet for details													
Change Order #6 - See change order summary sheet for details													
Change Order #7 - See change order summary sheet for details													
Change Order #8 - See change order summary sheet for details													
Change Order #9 - See change order summary sheet for details													

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Previous Work Completed (SHOULD MATCH PREVIOUS PAY REQUESTS TOTAL WORK COMPLETED COLUMNS)		This Estimate		Total Work Completed		Balance of Contract	
						Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
	Sum of all Change Orders				\$0.00	"Total Work to Date" From Previous Pay Request		This Estimate (current work)		Total Work to Date		Balancing Total of Adjusted Contract	\$0.00
	CCO Adjusted Contract Amount (Original + Change Orders)				\$0.00	Retention Withheld From Previous Pay Request		This Retention (current work) (10%)		Retention Withheld to Date			
	Partial Retention Release (Prior approval is needed before proceeding with partial retention release)					"Retention Released to Date" From Previous Pay Request		Current Retention Release		Retention Released to Date			
						"Total Paid To Date" from Previous Pay Request		This Payment		Total Paid to Date			Supervisor Approval (Print & Sign)

Contractor Entered Data

PM Entered Data

GUARANTEE

We hereby guarantee the **Fruitridge & 58th Traffic Signal Project (PN: T15145000)** 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: January 30, 2014

Signed: Prescilla Gastelum

Prescilla Gastelum

Printed Name

Tim Paxins Pacific Excavation Inc
Company

9796 Kent Street

Address

Elk Grove CA 95624



DEPARTMENT OF
TRANSPORTATION

ENGINEERING SERVICES
DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I St, RM 2000

SACRAMENTO, CA
95814-2702

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

NOTICE TO PROCEED

Date

ABC Contractor
Attn:
1600 ABC Road
Sacramento CA 95815

RE: <Project Name> (PN: _____)

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

Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814
(916) 808-8300 / (916) 804-3374
(916) 808-7903 FAX
Attn:

Please reference City Project No. **XXXXXXXX** 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2014

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 John O. Bronson Co. / #0425149 3636 American River Drive Suite 200 Sacramento, CA 95864 916-974-7800	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME Sharon Davis (PAC48968 / 9293)</td> </tr> <tr> <td>PHONE (A/C, No, Ext) 916-480-4120</td> <td>FAX (A/C, No) 916-480-4120</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS sdavis@johnobronson.com</td> </tr> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A Old Republic General Insurance Corp. (ORCPG)</td> <td>24139</td> </tr> <tr> <td>INSURER B</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>	CONTACT NAME Sharon Davis (PAC48968 / 9293)		PHONE (A/C, No, Ext) 916-480-4120	FAX (A/C, No) 916-480-4120	E-MAIL ADDRESS sdavis@johnobronson.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Old Republic General Insurance Corp. (ORCPG)	24139	INSURER B		INSURER C		INSURER D		INSURER E		INSURER F	
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INSURER D																					
INSURER E																					
INSURER F																					
INSURED Tim Paxin's Pacific Excavation, Inc. 9796 Kent Street Elk Grove, CA 95624																					

COVERAGES **CERTIFICATE NUMBER: 18017** **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			A1CG96781404	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB LTY	X	Gen'l Aggregate Limit per Project applies only when specifically required by written contract & CG2503 0509 is listed below & attached				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$10,000 Ded per Occurrence						PERSONAL & ADV NJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Cont Liab, XCU per CG0001 0413						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE L MIT APPL ES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	\$						
A	AUTOMOBILE LIABILITY			A1CA96781404	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	X	Gen'l Aggregate Limit per Project applies only when specifically required by written contract & CG2503 0509 is listed below & attached				BODILY NJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY NJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> CA0001 0310	\$						
A	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$	\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			A1CW96781404	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N/A				E L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCR PTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y					E L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Pacific Job #14-1317 Traffic Signal/Conduit Installation: Fruitridge & 58th Street, Sacramento, CA - City Project PN:T15145000

Add'l Interests: The City of Sacramento, its officials, employees and volunteers as required by written contract,
 Forms: CG2010 0413, CG2037 0413, CGENGN0029 0906, CG0001 0413(Sep of Insured), CA2048 1013, WC990305 0906, ILENGN0004 0911, WC CANCEL;

CERTIFICATE HOLDER CITY OF SACRAMENTO c/o EBIX BPO PO BOX 257 PORTLAND, MI 44875-0257	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive;">Paul F. Bytrowski</div>
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc.

©Insurance Services Office, Inc.

Policy Number: AICG96781404

Named Insured: Tim Paxin's Pacific Excavation, Inc.

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

CG0001 0413

Named Insured: Pacific Excavation, Inc.

POLICY NUMBER: A1CA96781404

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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

Named Insured: Pacific Excavation, Inc.

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s): The City of Sacramento, its officiala, employees and volunteers as
WHERE REQUIRED BY WRITTEN CONTRACT. c/o EBIX BPOPO BOX 257 PORTLAND, MI 44875-0257
Address:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: AICG96781404

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract, but only when coverage for Completed Operations is specifically required by that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization (s) shown in the Schedule, but only with respect to liability for "bodily injury" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us **THIRTY** (30) days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us **TEN** (10) days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Named Insured	Pacific Excavation, Inc.		
Policy Number	A1CG96781404	Endorsement No.	
Policy Period		Endorsement Effective Date:	01/30/14
Producer's Name:			
Producer Number:			

Paul J. Bystrowski

01/30/14

 AUTHORIZED REPRESENTATIVE

 DATE

Policy Number: A1CW96781404

Named Insured: Tim Paxin's Pacific Excavation, Inc.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY**

**Cancellation or Non-renewal to Specified Persons or Organizations
Endorsement**

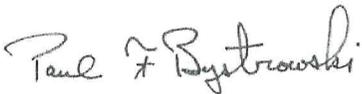
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us (30) thirty days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us (10) ten days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.



AUTHORIZED REPRESENTATIVE

01/30/14

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

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

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

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00

Named Insured	Tim Paxin's Pacific Excavation, Inc.		
Policy Number	A1CW96781404	Endorsement No.	
Policy Period	01/01/2014 to 01/01/2015	Endorsement Effective Date:	01/30/14
Producer's Name:	Old Republic Construction Program Group / John O. Bronson Co.		
Producer's Number:	ORCPG		

Paul J. Bytrowski

AUTHORIZED REPRESENTATIVE

01/30/14

DATE

WC 99 03 05 (09/06)

Withholding Exemption Certificate

2012

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

590

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

Withholding agent's name

Payee's name <i>Tim Paxini Pacific Excavation, Inc</i>		Payee's <input type="checkbox"/> SOS file no.	<input type="checkbox"/> SSN or ITIN <input type="checkbox"/> CA corp. no.	<input checked="" type="checkbox"/> FEIN <i>95-4398585</i>
Address (number and street, PO Box, or PMB no.) <i>9796 Kent Street</i>			Apt. no./ Ste. no.	
City <i>Elk Grove, CA</i>		State <i>CA</i>	ZIP Code <i>95624</i>	

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

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

Individuals — Certification of Residency:

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

Corporations:

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

Partnerships or limited liability companies (LLC):

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

Tax-Exempt Entities:

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

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

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

California Trusts:

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

Estates — Certification of Residency of Deceased Person:

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

Nonmilitary Spouse of a Military Servicemember:

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

CERTIFICATE: Please complete and sign below.

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

Payee's name and title (type or print) *Messia Castellum* Daytime telephone no. *916.686.2800*

Payee's signature *Messia Castellum* Date *1-30-14*

Instructions for Form 590

Withholding Exemption Certificate

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

General Information

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

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

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

A Purpose

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

The following are excluded from withholding and completing this form:

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

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

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

B Requirement

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

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

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

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

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

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

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

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

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

C Who Certifies this Form

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

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

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

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

D Who is a Resident

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

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

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

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

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

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

For assistance in determining resident status,

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

E Military Spouse Residency Relief Act (MSRRA)

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

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

Domicile is defined as the one place:

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

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

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

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

F What is a Permanent Place of Business

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

G Withholding Agent

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

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

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

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

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

and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

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

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

Telephone: **888.792.4900**
916.845.4900

Fax: 916.845.9512

OR to get forms by mail write to:

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

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

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) TIM PAXIN'S PACIFIC EXCAVATION, INC.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" 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) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 9796 KENT STREET	Requester's name and address (optional)
City, state, and ZIP code ELK GROVE, CA. 95624		
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	5	-	4	3	9	8	5	8

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 1-30-14
------------------	----------------------------	----------------

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

SPECIAL PROVISIONS

**SPECIAL PROVISIONS
FOR
FRUITRIDGE ROAD AND 58TH STREET TRAFFIC SIGNAL PROJECT
(PN: T15145000)**

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**SPECIAL PROVISIONS
FOR
FRUITRIDGE ROAD AND 58TH STREET TRAFFIC SIGNAL PROJECT
(PN: T15145000)**

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

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

INTERSECTION OF FRUITRIDGE ROAD AND 58TH STREET

Also, included in the work shall be installing fiber optic and interconnect, microsealing, base repair, sidewalk reconstruction, striping and markings.

1.2 SPECIFICATIONS

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

1.3 ORDER OF WORK

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

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

1.4 COMPLETION TIME

The time limit for the completion of all 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 ONE THOUSAND TWO HUNDRED DOLLARS (\$1200) as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of working days.

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

1.5 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for interpretation of contract documents, information regarding this procedure or other similar information, shall be directed to the Engineer on the project. Kaleb Haile, Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-7020, or fax to (916) 808-7903 or email address: khaile@cityofsacramento.org.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer at least one (1) week prior to the bid opening date.

1.6 PROVIDING BONDS AND SURETY

The Contractor shall provide signed agreement and surety bonds within ten (10) calendar days after receipt of notice to award by the City and prior to award by the City Council. The Contractor shall be reimbursed for all surety bond costs should the City Council not award a contract.

1.7 NO TRUCK HAUL ROUTE ON 28TH STREET SOUTH OF E STREET

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

To enter facility:

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

To exit facility:

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

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

1.8 CERTIFICATE OF COMPLIANCE

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

1.9 FINAL PAY QUANTITY

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

1.10 EQUIPMENT TO BE SUPPLIED

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

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

All equipment, materials, or supplies to be considered as an approved equal must be submitted to the City contact listed in Section 1.5, PREBID INTERPRETATION OF CONTRACT DOCUMENTS, for approval no less than ten (10) calendar days prior to the bid opening date. If the City finds said equipment, materials, or supplies to be acceptable, an addendum will be issued notifying all bidders by the close of business on Friday before the bid opening date. If there is no addendum accepting an approved equal, bidders shall submit bids based on the original specified equipment, materials, or supplies.

1.11 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site if possible. The 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.
2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.
3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. NO payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor's responsibility for the health and safety of all persons (including employees) and from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

1.12 COORDINATION

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

1. At a minimum the Contractor shall coordinate his operations with the following:

- City Traffic Signal and Street Lighting Maintenance Shop
Contractor shall notify Norm Colby, via the Resident Engineer, a minimum of five (5) working days before any electrical work begins at 808-6635.
- City Fire Alarm
Contractor shall notify Doug Crawford, at 798-0673 or 277-6133, a minimum of five (5) working days prior to beginning work at each location.
- Underground Service Alert
Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.
- Sacramento Municipal Utility District (SMUD)
Contractor shall contact Michelle Zuniga, SMUD, at (916) 732-5726, at least 2 months before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by SMUD, or before any overhead line heights need to be measured.
- AT&T
Contractor shall contact Astrid Willard at (916) 453-6136 forty-eight hours (48) before service hook-up is required, before service disconnect is required, before pole quadrants for risers need to be marked, before any poles need to be stood by AT&T, or before any overhead line heights need to be measured.
- Pacific Gas and Electric (PG&E)
Contractor shall contact David Allen, Senior Field Engineer Technician for PG&E, at (916) 386-5277, and Larry Schlaht at (916) 386-5371 at least 7 calendar days before start of construction.

2. A minimum of seven (7) calendar days prior to commencing work, the Contractor shall coordinate operations with the following City Divisions. The notice must answer the questions who, what, when, where and include the Project Manger's name.

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

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

1.13 PROJECT SCHEDULING

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

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

1.14 PROTECTION OF EXISTING IMPROVEMENTS

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

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

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

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

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

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

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

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

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

1.15 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE

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

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

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

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

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

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

The plans shall be developed with the following requirements:

1. Working hours shall be between 8:30 AM and 4:00 PM Monday through Friday, unless otherwise approved by the Engineer.

2. All lanes of traffic, in each direction, must be open to traffic from 7:00 A.M. to 8:30 A.M. and from 4:00 P.M. to 6:00 P.M. and during periods when work is not in progress, unless otherwise specified by the Engineer.
3. A maximum of one (1) lane shall be closed to traffic in any direction when work is in progress. Flaggers shall be provided.
4. The Contractor shall submit a Traffic Control Plan to the Engineer in accordance with Section 6 of the Standard Specifications.
5. All lanes shall be open during weekends, holidays, and when work is not in progress.
6. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.
7. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.
8. Residential and Commercial driveways may only be closed after giving property owners 72 hours of notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.
9. Commercial driveways shall remain open at all times, unless otherwise specified by the City Inspector. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners' 5 calendar days in advance.
10. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.

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

1.16 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

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

1.17 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

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

1.18 PUBLIC NOTIFICATION

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

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

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.

1.19 REMOVAL OF ON-STREET PARKING

In Metered Parking Areas:

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

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

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

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

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

In Non-Metered Parking Areas:

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

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

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

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

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

1.20 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

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

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

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

All substitutions are subject to the approval of the Engineer.

1.21 PROOF OF COMPLIANCE WITH CONTRACT

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

1.22 BACKFILLING OF VOIDS

All voids resulting from the removal of trees, pipes, maintenance holes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be removed, shall be backfilled per the provisions of Section 26 (Trench Backfill) of the Standard Specifications. In the event job excavated native material is unsuitable for backfill as determined by the Engineer, the Contractor shall furnish the required suitable backfill material.

The cost to backfill voids as specified in the Special Provisions shall be included in the price bid for the respective items to remove trees, pipe, maintenance holes, ditch boxes, or other buried structures or objects, and no additional compensation shall be allowed.

1.23 PAVEMENT CUTTING AND RESTORATION

Pavement cutting and restoration shall conform to the provisions of Section 13-4 of the Standard Specifications and these Special Provisions.

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

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

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

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

1.24 PROTECTION OF TREES

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

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

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

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

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

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

1.25 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.

All tree work requiring climbing of trees shall be suspended during inclement weather. No trimmings or debris shall be left overnight on any of the work sites. Upon completion of a specific area, the site shall be left in a clean and orderly condition. It shall be the responsibility of the Contractor to repair any damages to adjacent property including shrubs, trees or other growth as well as structures along the route.

To prevent the spread of Dutch Elm disease, tree trimming tools shall be sprayed with Lysol before any tree trimming and after each tree has been trimmed.

Personnel - All work shall be done by qualified and trained persons. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. A qualified foreman shall be provided to oversee and direct the work of each crew.

Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections in these Special Provisions, and as directed by the Engineer. Trees shall be trimmed at locations where there are tree conflicts and as directed by the Engineer or project Arborist in conjunction with the City Arborist.

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

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

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

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

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

1.26 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).

1.27 HEALTH AND SAFETY

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

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

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

1.28 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 encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property.

All areas lying outside of the street right-of-way which are affected by the work shall be restored to the same, or better condition existing prior to the commencement of the work, to the satisfaction of the Engineer.

The cost of necessary permits, all restoration, including but not limited to landscaping improvements, shall be included in the various items of work the Contractor deems appropriate, and no separate or additional compensation shall be made.

1.29 TEMPORARY PAVEMENT MARKERS

Temporary pavement markers shall be furnished and placed, maintained, and later removed as specified in these Special Provisions, and as directed by the Engineer.

The following markers are approved for use on City of Sacramento street resurfacing projects:

Temporary Overlay marker (Types Y and W) manufactured by Davidson Plastics Company, 18726 East Valley Highway, Kent, Washington 98032, telephone (206) 251 8140.

Safe-Hit Temporary Pavement Marker, manufactured by Safe-Hit Corporation, 1930 West Winton Avenue, Building #11, Hayward, CA 95545, telephone (415) 783 6550.

Swareflex Pavement Marker (Models 3553, 3554, Cat Eyes Nos. 3002 and 3004), manufactured by Swareco and distributed by Servtech Plastics Inc., 1711 South California Street, Monrovia, CA 91016, telephone (818) 359 9248.

Stimsonite Construction Zone Marker (Model 66), manufactured by Amerace Corporation, Signal Products Division, 7542 North Natchez Avenue, Niles, IL 60648, telephone (312) 647 7717.

Flex-O-Lite Raised Construction Marker (RCM), manufactured by Flex-O-Lite, Lukens Company, P.O. Box 4366, St. Louis, MO 63123 0166, telephone (800) 325 9525.

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, telephone (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, telephone (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.

At the direction of the Engineer, Temporary pavement striping may be required.

After paving and or planning or grinding, temporary pavement markers shall be placed on all existing striped streets that are opened to public traffic prior to final striping in accordance with the striping diagrams. 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 expense.

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. If the temporary pavement markers to be removed are on surfacing that is to be removed, the temporary pavement markers may be removed and disposed of in conjunction with the removal of the surfacing, providing such pavement markers do not interfere with the required traffic lane delineation, as determined by the Engineer.

The 14-day waiting period for placing pavement markers on new asphalt concrete surfacing shall not apply to temporary pavement markers.

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

1.30 WATER QUALITY CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications.

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Storm Water General Permit issued to the City. The Contractor shall comply with the requirements and conditions of the General Permit during construction.

1. Dust Control

The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and

statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust without causing sediment, debris or litter to enter the City storm drain system.

2. Erosion, Sediment, and Pollution Control

The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable (also see attached details):

- a. Filter Bags in and Gravel bags around any storm drain inlets, which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drain inlet protection BMPs can be used with approval of the Engineer.
- b. Covering of material piles and/or gravel berms (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.
- c. Gutter flowlines are to be kept unimpeded and free of soil, debris and construction materials at all times.
- d. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.
- e. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.
- f. Wash water, slurry and sediment from concrete or asphalt sawcutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Engineer.

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

3. Site Cleanup

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

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

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

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

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review. The submittal shall include a description of all erosion, sediment and pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. **The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Engineer.** The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

4. Enforcement

Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to \$4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the

authority to issue Notices of Violation (NOVs) and Penalties of up to \$10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

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

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

No compensation will be paid to the Contractor for water quality control. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

5. Housekeeping Practices

The Contractor shall implement housekeeping practices during the construction of this project. The Contractor is required to implement, at a minimum, the following housekeeping practices: solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be fenced or otherwise protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed to the storm drain system via curb and gutter. If a designated area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of properly by the Contractor at his expense.

Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials and controlling spills if they occur. Proper spill control and cleanup materials shall be kept on site near the storage area and updated as materials change on site.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento's [Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control](#) available at 1395 35th Avenue, Sacramento, CA 95822.

2. ITEMS OF THE PROPOSAL

ELECTRICAL COST BREAK-DOWN

Provide a Schedule of Values (cost break-down) for each lump sum electrical item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814.

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

The Contractor shall determine the quantities to complete the work shown on the plans. The Contractor shall be responsible for the accuracy of the quantities and values. No adjustment in compensation will be made in the contract lump sum prices paid for the various electrical work items due to any differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions. At the Engineer's discretion, the approved cost break-down may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the items of electrical work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation may be determined, at the Engineer's discretion, in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of Caltrans Standard Specification. The cost break-down submitted by the responsive qualified low bid Contractor shall be approved by the Engineer before any partial payment for the items of electrical work shall be made based on the cost break-down. The cost break-down shall include, but is not limited to: type of equipment, estimated quantity, and unit price (\$/LF or each). See below for sample items. Some items from the list may not apply to the project, and other items may need to be included. Contractor shall submit break-down in a spreadsheet format.

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

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

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

Electrical Service – foundation, quantity, and unit price (\$/EA).

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

price (\$/EA).

Luminaires – type (200 watt fixture, etc.), quantity, unit price (\$/EA).

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

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

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

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

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

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

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

Fiber optic cable – quantity and unit price (\$/LF).

ITEM NO. 1 - TRAFFIC SIGNAL INSTALLATION

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

Contractor shall furnish and install, conduits, conductors, pull-boxes, signal pole foundations, signal and service cabinet foundation, luminaires, traffic signal displays, pedestrian signals, pedestrian pushbuttons, mounting brackets, power and control cables, CAT 6E cable for future CCTV camera, detector loops, detector handholes, detector lead-in cables, GPS emergency vehicle detector system, 12 strand fiber optic cable and fiber cable splicing, metered service pedestal foundation, and all appurtenances as shown on the Plans and called for in these Provisions to insure a complete installation. Work also includes removing and disposing of streetlight standards and all appurtenances.

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

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

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

Also included in the work shall be the installation of City furnished equipment: video detection camera/system as specified in the Plans and these Provisions for a functional

system. Contractor shall be responsible for all necessary hardware to stand and install all City furnished equipment. Contractor provides and installs Coax Cable and Power Cable from the camera to the traffic signal controller. The contractor shall configure and program the video detection system and the traffic signal controller to detect vehicles for a fully functional traffic signal system.

Work also includes removing all project related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks, machinery marks, and other liquids, such as oil and machinery coolant, on the sidewalk, driveway, curb ramp areas that was caused by the contractor during construction.

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

ITEM NO. 2 - POTHOLING BY DRILLING

Potholing shall consist of drilling where directed by the Engineer to fully expose underground utilities and facilities so that their exact horizontal and vertical alignment can be determined.

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

The exact location and final number of potholes shall be determined in the field by the Engineer after the underground facilities have been marked in the field through Underground Service Alert (USA).

As a first order of work the Contractor shall pothole the proposed location of the signal poles and notify the Engineer if any conflicts exist.

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

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

A total of ten (10) non-consecutive working days shall be planned for in the Contractor's schedule for potholing work as specified in this item. The Contractor shall schedule the work such that potholing does not affect any critical path activities. No contract working day extensions shall be granted to the Contractor for potholing work.

Backfilling of potholing excavations shall be per Sections 13-4 and 14-3 of the Standard Specifications. The cost for backfilling and street surface restoration shall be included in the unit price bid for this item and no additional compensation shall be made. Surface restoration in paved areas not planned to be reconstructed with this project shall match the existing pavement section or be a minimum of 4" AC on 12" Class 2 AB.

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

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

ITEM NO. 3 - PORTABLE CHANGEABLE MESSAGE SIGNS

Work includes furnishing, placing, operating, maintaining, and removing portable changeable message signs.

Work in this item shall comply with Section 12-3.12 "Portable Changeable Message Signs," of the State Standard Specifications.

Portable Changeable Message Signs shall be placed on a traveled way as follows:

1. Sufficient weight bearing capacity to support portable changeable message sign
2. Slope not greater than 6:1 (horizontal:vertical)

The Contractor shall submit a Certificate of Compliance for each portable changeable message sign in accordance with Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications and shall comply with the manufacturer's operating instructions for portable changeable message sign.

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

The portable changeable message sign shall display the message shown on the Plans, as directed by the Engineer, or specified in these special provisions.

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

The portable changeable message sign shall continuously repeat the entire message in no more than 2 phases of at least 3 seconds per phase.

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

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

The portable changeable message sign shall begin operating seven calendar days before starting work, closing a lane or as directed by the Engineer. The changeable message sign shall be placed during construction and shall be removed after construction is complete unless otherwise instructed by the Engineer.

The portable changeable message sign shall be placed in advance of the first warning sign for each stationary lane closure.

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

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

Payment shall be made at the unit price bid per each and shall include compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in furnishing, placing, operating, modifying messages, maintaining portable changeable message signs, complete in place, including transporting from location to location, removing, and repairing or replacing defective or damaged portable changeable message signs as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 4 - REMOVE SIGNS

Existing signs shall be removed and salvaged as shown on the Plans and as directed by the Engineer. All mounting hardware shall be removed and salvaged. All salvaged materials shall be returned to the City Corporation Yard, 5730 24th Street, Building 11, Sacramento, California. Contractor is responsible to provide machinery and manpower to unload all salvaged items. Contractor shall coordinate with the city inspector.

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

ITEM NO. 5 - PLACE SIGNS ON MASTARMS

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

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

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

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

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

ITEM NO. 6 - TRAFFIC SIGN TO PLACE

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

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

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

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

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

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

A. Sign Posts

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

B. Signal and Street Light Poles

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.

D. Sign Material

All signs shall be aluminum panels conforming to 5052-H38. All road signs shall be 0.08" thick with the exception of street name signs which shall be 0.125" thick.

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

ITEM NO. 7 - NEW POST TO INSTALL

This item shall consist of installing new posts for traffic signs where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications and these Special Provisions.

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

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

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

ITEM NO. 8 - BASE REPAIR

The top two inches of pavement section shall be removed by grinding or as directed by the Engineer and shall conform to Section 14 of the Standard Specifications. Pavement section replacement shall be two inches (2") Asphaltic Concrete.

Asphalt concrete shall be Type A, 3/4" maximum aggregate (coarse) and shall be placed as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 22 of the Standard Specifications.

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

ITEM NO. 9 - REMOVE TRAFFIC MARKINGS AND STRIPING

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

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

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

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

ITEM NO. 10 - MICROSURFACING (TYPE II) TO PLACE

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

Material:

The material for microsurfacing shall conform to the following requirements:

Microsurfacing Emulsion (MSE)

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

The MSE shall conform to the following requirements when tested in conformance with the following test methods:

Polymer Modified, Cationic Microsurfacing Emulsion (MSE)		
Specification Designation	Test Method	Requirement
Viscosity SSF @ 77 F (25 C)	AASHTO T 59	15-90 Seconds
Sieve, max.	AASHTO T 59	0.30 Percent
Settlement, 5 days, max.	ASTM D244	5 Percent
Storage Stability, 1 day, max.	AASHTO T 59	1 Percent
Residue by Evaporation, min.	California Test 331	62 Percent

Specification Designation for Residue		
Specification Designation	Test Method	Requirement
Penetration@ 77 F (25C), 100g, 5s ,0.1mm	AASHTO T 51	40-90
Softening Point F (C) min.	AASHTO T53	135 (57)

Water and Additives

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

Mineral Filler

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

Black Aggregate

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

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

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

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

Type II	
Sieve Size	Percentage Passing
3/8" (9.5 mm)	100
No. 4 (4.75 mm)	94 - 100
No. 8 (2.36 mm)	65 - 90

No. 16 (1.18 mm)	40 - 70
No. 30(600 um)	25 - 50
No. 200 (75 um)	5 - 15

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

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

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

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

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

No single aggregate grading or Sand Equivalent test shall represent more than (275 tonnes) or one day's production, whichever is smaller.

Mix Design:

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

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

Residual Asphalt	5.5% to 9.5% by dry mass of aggregate
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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 mix design and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed microsurfacing mixture shall conform to the specified requirements when tested in conformance with the following tests:

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

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

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

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

The 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 power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

Mixing and Spreading Equipment:

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

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

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

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

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

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

Spreader Box

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

The spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be 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 marking devices" in the time period allowed, the Contractor shall pay an administrative penalty of **TWO HUNDRED AND FIFTY (\$250)** per calendar day for each blue dot not in place. The placing of the raised blue dots shall be paid for under Item No.9 "Pavement Markers to Remove and Place" of these Special Provisions.

Placing:

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

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

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

Microsurfacing Type	Location	Spread Rate
Type II	Full Traffic Width	10 - 20 (5.5 - 11.0)
Type III ¹	Full Traffic Width	20 - 32 (11.0 - 17.5)
Type III ²	Full Traffic Width	30 - 32 (16.0 - 17.5)

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

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

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

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

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

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

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. 11 - RAISED PAVEMENT MARKERS TO PLACE

Raised pavement markers shall be furnished and placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

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

ITEM NO. 12 - 4" THERMOPLASTIC TRAFFIC STRIPING TO PLACE

See item 13.

ITEM NO. 13 - 8" THERMOPLASTIC TRAFFIC STRIPING TO PLACE

See item 13.

ITEM NO. 14 - 12" THERMOPLASTIC TRAFFIC STRIPING TO PLACE

See item 13.

ITEM NO. 15 - THERMOPLASTIC TRAFFIC MARKING TO PLACE

Thermoplastic traffic stripes and markings and arrows, both white and yellow, shall be placed as shown on the Plans, in accordance with these Special Provisions, as directed by the Engineer, and in conformance with Sections 32 of the City of Sacramento Standard Specifications.

The quantities of "Thermoplastic 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.

The contractor shall place all new traffic markings and striping on the private driveway by August 29, 2012. The city of Sacramento has a right of entry agreement with the property owner.

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

ITEM NO. 16 - SIDEWALK, 3-1/2" PCC TO REMOVE AND REPLACE

Portland cement concrete sidewalk shall be removed and replaced as shown on the Plans or as directed by the Engineer. This item shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

The cost of sawcutting, excavation, grading and disposal of excess material and placing six inches (6") of Aggregate Base Class 2 under the new sidewalk shall be paid under this item. Class 2 aggregate base shall conform to Sections 10 and 17 of the Standard Specifications and these Special Provisions.

The sidewalk shall match existing color by adding one pound of lamp black per cubic yard of concrete.

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

3. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

3.1 City Furnished Equipment

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

The Contractor shall schedule the equipment pick-up with the City Inspector. Equipment pick-up shall be done in the presence of the City Inspector or his designated representative. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City.

The Contractor's responsibility for City supplied equipment shall be in accordance with Section 6-1.02, "State-Furnished Materials," of the State Standard Specifications.

Traffic Signal Controller and Cabinet - The City of Sacramento shall provide one (1) Type "R" cabinet and one (1) Econolite controller as indicated on the Plans. The City will provide one set of anchor bolts with the City supplied equipment. The Contractor shall provide and construct the foundation for the Type R cabinet in accordance with the State Standard Plans, these Special Provisions, the Plans and as designated by the Engineer. The Contractor shall install all City furnished equipment on the foundations and make all wire connections as directed by the Engineer. City forces will program all controllers, conflict monitors, and detector sensor units. The Contractor shall notify the Traffic Signal Maintenance Shop, (916) 433-6314, ten (10) working days prior to the date of installation of the controller cabinet.

Traffic Signal Standards - The City of Sacramento shall provide the traffic signal standards as specified in the Plan sheets. The City will provide one set of anchor bolts with the City supplied equipment. The Contractor shall provide and construct the foundations for the traffic signal standards in accordance with the State Standard Plans, these Special Provisions, the Plans and as designated by the Engineer. The Contractor shall install all City furnished equipment on the foundations and make all wire connections as directed by the Engineer. City forces will program all controllers, conflict monitors, and detector sensor units. The Contractor shall notify the Traffic Signal Maintenance Shop, (916) 433-6314, ten (10) working days prior to the date of installation of the traffic signal standards.

Metered Service Cabinet - The City of Sacramento shall provide one (1) metered service cabinet. The City will provide one set of anchor bolts with the City supplied equipment. The Contractor shall provide and construct the foundation for the service cabinet in accordance with the State Standard Plans, these Special Provisions, the Plans and as designated by the Engineer. The Contractor shall install all City furnished equipment on the foundations and make all wire connections as directed by the Engineer. The Contractor shall notify the Traffic Signal Maintenance Shop, (916) 433-6314, ten (10) working days prior to the date of installation of the controller cabinet.

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

For the video detection camera/system, the contractor shall contact Econolite Control Products Inc, All costs shall be incorporated into the lump sum bid price.

3.2 Conduit Material

Conduit to be installed underground shall be Schedule 40 polyvinyl chloride (PVC) or Schedule 40 polyethylene conduit as described herein unless otherwise indicated or specified. PVC conduit shall comply with the specifications in Section 34-10 of the City Standard Specifications. High-density polyethylene conduit shall comply with the following specifications:

Conduit shall be fabricated from polyethylene shall be in conformance with applicable ASTM and NEMA standards and Article 347 of the National Electrical Code. Non-black polyethylene conduit shall contain not less than 2500 parts per million (ppm) of a hindered amain ultraviolet light stabilizer. Ultraviolet stabilization additive for black polyethylene conduit shall consist of a carbon black loading of $2.5\% \pm 0.5\%$ by weight.

Conduit shall be manufactured from high-density polyethylene resin designated as Type III, Category 5, Class C, Grade P34 material in accordance with ASTM D1248.

Duct seal shall be installed on all conduits.

All new conduits starting/terminating in pull boxes shall have End Bells.

3.3 Conduit Installation

Conduit installation shall be in accordance with Section 34-9, 34-10 of the Standard

Specifications and as modified by these Special Provisions. "Jet-rodding" is not permitted.

Conduits terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction. Conduits terminating in standards, pedestals, and cabinets shall terminate one and one-half inches (1½") above finished grade. Conduits shown on the Plans to be adjacent and parallel to each other shall be installed in the same trench or drill hole unless otherwise specified or directed by the Engineer. Under the sidewalk, conduit shall be laid to a depth of not less than eighteen inches (18") below the sidewalk grade.

Conduits shall be installed by trenching or directional drilling method.

All applicable requirements in these Special Provisions to locate, and to protect existing utilities, utility laterals, obstructions, and other facilities in the area shall be conformed to and no additional compensation will be allowed therefor. Contractor is responsible for any damage and the repair of any existing facilities damaged by his/her trenching or drilling operations. Contractor is responsible for any potholing necessary and cost for potholing shall also be included in price paid for applicable items of work and no additional compensation will be allowed therefor. All trenching or drilling work shall be contained within the City right-of-way. If utilities or other obstacles are encountered at the specified conduit depth, any additional drilling required to avoid the obstacle shall be made at the Contractor's expense and no additional compensation will be allowed therefor. Location of trenching and drill holes shall take into consideration minimal impact to the street pavement while still meeting the requirements of these Special Provisions.

Contractor shall replace roadway striping and markings with same material if damaged by directional drilling, bore pits, potholes, or trenching. Replacement striping and markings shall be thermoplastic or paint, per the City of Sacramento Standards.

A. Trenching Method

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

1. Trenches in reconstructed roadways shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).

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

B. Directional Drilling Method

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

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

Prior to the start of directional drilling, the Contractor shall submit a plan which identifies location and size of proposed drill holes, describes process for identifying/locating existing utility services and other underground utilities or obstructions, identifies a proposed "drilling corridor" to avoid conflicts with existing utilities, services and other facilities. This plan shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to directional drill until an approved plan is on file with the Engineer

Directional drilling shall be performed by the technique of creating and directing a bore hole along a predetermined path to a specified targeted location where indicated on the plans to install conduits. The technique shall involve the use of mechanical and hydraulic equipment to change the boring course and shall use instrumentation to monitor the location and orientation of the boring head assembly along the predetermined course. Drilling shall be accomplished with fluid-assisted mechanical cutting. Unless otherwise approved, boring fluids shall be a mixture of bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate the drilling head. It is mandatory that minimum pressures and flow rates be used during drilling operations so as not to fracture the subgrade material around and/or above the bore. Uncontrolled jetting (where the primary purpose is to use fluid force to erode soil for creation of the final bore hold diameter) is prohibited. The drilling system shall utilize small-diameter fluid jets to fracture, and mechanical cutters to cut and excavate the soil as the head advances forward.

All drilling shall be located a minimum of three feet (3') from the center of all existing

maintenance holes. Drilling that run parallel to any sanitary sewer or storm drainage lines shall maintain a minimum clearance of three feet (3') measured from the centerline of the sewer or drainage line to the adjacent side of the drill hole. Drilling that crosses any sewer or drainage line shall cross at 90 degrees to the line or at a minimum of 45 degrees if a 90 degree crossing is not possible.

3.4 Conductors

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

1. If the existing ground wire (green 1#10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables, unless otherwise specified.
2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.
3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.
4. All conductors of AWG #10 or larger shall be identified by printed and embossed labels. #1, #6, #8, #10 conductors shall be printed and embossed.
 - a) Both printed and embossed labels shall clearly identify the UL listing, insulation type, voltage rating, AWG number, and the City of Sacramento.
 - b) The printed label and the embossed label shall be placed at approximately 90 degrees separation around the center of the conductors.
 - c) Labels shall appear every one foot interval. Embossed labels shall be between 0.002" to 0.003" in depth and shall not damage the conductors. Label heights shall be no less than 3/32" for AWG #8 or larger, and shall be no less than 2/32" for AWG #10.

3.5 Communication Equipment

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

A. Surge Suppressor Power Strip

Surge Suppressors shall meet the following requirements:

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

- 6 foot cord

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

Surge Suppressors are to be installed in Type R and Type 332 cabinets at locations where a network fiber or DSL switch are being installed as noted on the Plans. For Type R cabinet, the Surge Suppressor shall be mounted to the cabinet channel rail, and must be wired to the load side of the 15-amp main breaker in the cabinet. For the Type 332 cabinet, the Surge Suppressor shall be mounted on 2" aluminum stock on the back side of the cabinet near the top using the existing 19" rack. The Surge Suppressor must be plugged into the equipment receptacle on the back of the power assembly of the 332 cabinet. See Plans for further details.

B. Network Switch (Fiber Infrastructure)

Network Switch shall meet the following requirements:

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

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

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

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

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

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

Functional Test

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

C. Power Supply for Network Switch

Power Supply for Network Switch shall meet the following requirements:

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

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

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

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

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

The Contractor is responsible for making all connections and shall be made per manufacturer's recommendations to insure that the switch is powered. See Plans for further details.

Functional Test

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

3.6 CCTV Camera System

Install CAT6E cable as for future CCTV camera as shown on the plans. CAT6E cable shall be Belden # 7927A or approved equal.

3.7 Detector Conductor Loop

A. Loop Conductors

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

B. Loop Conductor Installation

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

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

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

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

Loop conductors shall be installed without splices and shall terminate in the nearest pull box. The detector loops shall be joined in the nearest pull box in combination of series and parallel so that optimum sensitivity is obtained at the sensor unit. Final splices between loops and lead-in cable shall not be made until the operation of the loops under actual traffic conditions is approved by the Engineer. Each detector loop shall be identified and tagged by loop number, start (S), and finish (F). For example: Phase 4D1-1S & Phase 4D1-1F; Phase 4D1-2S & Phase 4D1-2F.

All loop conductors for each direction of travel for the same phase of a traffic signal system in the same pull box, shall be spliced to a cable which shall be run from the pull box adjacent to the loop detector to a sensor unit mounted in the controller cabinet. Splices to the cable shall be made in pull boxes only. All splices to the lead in cable and between loops and the lead in cable shall be soldered as specified in State Specifications in Section 86-2.09C, "Connectors and Terminals". Open flame soldering will not be permitted.

Each detector loop circuit shall be tested for continuity, circuit resistance, and insulation resistance at the controller location. The loop circuit resistance shall not exceed 0.50 ohms plus 0.35 ohms per 100 feet of lead-in cable. The insulation resistance shall be performed between each circuit conductor and ground. The megged insulation resistance shall not be less than 200 megohms. The Contractor shall replace any detector loop that fails this requirement at the Contractor's expense.

1. Depth of Loops and Conductors in the Traveled Way

All conductors and conductor loops installed in the traveled way shall be installed so that the top of the conductor is a minimum of one-inch (1") below the surface grade of the street.

2. Inductive Loop Sealant

Only the following methods may be used for inductive loop sealant:

Asphaltic Emulsion and Sand Method

- 1) Immediately after the loop wires have been installed, the slot shall be filled with an anionic asphaltic emulsion conforming to the State Standard Specifications for Rapid Setting No. 1 (RSI).
- 2) Dry 20 mesh sandblasting sand shall then be poured in and around the slot. A suitable and approved tool shall then be used to work the asphaltic emulsion up through the dry sand.
- 3) The slot will then be inspected for any dry spots in the sandfill. Any dry sand spots will then be wetted with more asphaltic emulsion.
- 4) More dry sandblasting sand shall then be added to the slot and the asphalt emulsion will again be worked up through the sand until a uniform mix of asphaltic emulsion and sand with no voids completely fills the slot to the level of the surrounding road surface.
- 5) A final thin layer of sand will then be added to surrounding surface to absorb the excess asphaltic emulsion.
- 6) The traveled way may be opened to vehicular traffic immediately after installation of the asphaltic emulsion and sand loop sealant.

Hot-Melt Rubberized Asphalt Sealant Method

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

Sackrit Method

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

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

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

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

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

C. Abandonment of Loop Conductor

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

3.8 Detector Handholes

Where shown on the Plans, detector loops shall be sawcut into detector handholes. Detector handholes shall be Type B and shall be installed as shown in Traffic Signals/Street Lighting Standard Details in the Plans sheets, unless otherwise noted or directed by the Engineer. No splicing will be allowed in the detector handholes. For detector handholes to be removed, holes or depressions resulting from the removed handhole shall be filled, compacted, brought to grade, and filled to match surrounding materials.

3.9 Detector Lead-In Cable

Detector lead-in cable shall be "Canoga" Type 30003, or approved equal. Detector lead-in cable shall conform to the following Special Provisions:

Lead-in cable shall consist of four (4) No. 18 A.W.G. stranded copper conductors insulated with nine (9) mils minimum of polypropylene, color coded, parallel laid, twisted together with four to six turns per foot. An amorphous interior moisture penetration barrier shall be provided to prevent hosing, siphoning, or capillary absorption of water along cable interstices. The outer jacket shall be thirty (30) mils minimum in thickness, high density polyethylene conforming to ASTM Designation: D-1248, 65T for Dielectric Material, Type I, Class C, Grade 5, J3. The diameter of the cable shall be approximately .25 inch.

Aluminum-polyester shielding shall be applied around the conductors.

The detector lead-in cable shall be continuous from the pull box adjacent to the conductor loops to the controller unless otherwise shown on the Plans.

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

1. Splices shall be made in pull boxes only. All splices to lead in cable shall be soldered.
2. The ends of the splice shall then be inserted into an approved insulated spring type connector of the correct size.
3. The splice shall then be insulated by "Method B" of the State Standard Plans Sheet ES-13, or as directed by the Engineer.
4. When detector cables and detector loops are initially installed, precautions shall be taken to insure the cables and loops remain water tight prior to splicing. If splicing is not to be done immediately after installation, the ends of the conductors and cables shall be dipped in electrical insulating liquid which shall render them water tight. The insulating liquid shall be fast drying, resistant to oils, acids, alkalies and corrosive atmospheric conditions and shall be compatible with the insulations used in the conductors and cables.

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

3.10 Emergency Vehicle Detector System – GPS Priority Control System

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

A. Intersection GPS Emergency Vehicle Detector System Components

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

- Opticom GPS Phase Selector – Model 764
- Opticom GPS Radio Unit (shaft mount) – Model 1010
- Opticom GPS Auxiliary Interface Panel – Model 768
- Opticom GPS Card Rack with power supply kit – Model 760
- Opticom Intersection Cabling, Model 1070
- Opticom Mounting Hardware

C. Installation

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

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

C. Functional Test

GPS Phase Selector, GPS Unit, and GPS Auxiliary Interface Panel shall be installed, powered, and programmed per manufacturer's recommendation and City standards. The GPS system shall be able to detect vehicle up to 1500 feet from the intersection. The Contractor shall conduct functional tests for all approaches to the intersection. The system shall provide phase green for the preempted approach. The City shall program the traffic signal controller for preemption functionality as needed.

3.11 Fiber Optic

Fiber Optic Cable Requirements

Fiber optic cable shall be Corning Altos All-Dielectric Gel-Free or approved equal. The Contractor shall use the following cable types as listed below or approved equal.

Description	Part Number	Manufacturer
12 Strand	012EU4-T4101D20	Corning
24 Strand	024EU4-T4101D20	Corning
48 Strand	048EU4-T4101D20	Corning
96 Strand	096EU4-T4101D20	Corning

B. Fiber Optic Cable Installation

1. Contractor shall install all fiber optic cable per manufacturer's recommendations and the City's Plans and Special Provisions.
2. **All fiber splices and terminations shall be performed by a City Approved Fiber Contractor. All splicing and termination materials shall be provided by a City Approved Fiber Contractor. The City approved contractors are IDF (contact Justin Miller at 916-439-5077) and 3D Datacom (contact Pete Pedersen at 916-859-9111). The Contractor bidding the Traffic Signal job shall make arrangements with the City Approved Fiber Contractor to get the work done. The City Approved Fiber Contractor shall work with the City of Sacramento for splices, terminations assignments, and scheduling. The cost of splicing, terminations and furnishing the materials shall be included as part of the bid price for the traffic signal installation and no additional compensation will be provided by the City. Proof that one of the City Approved Fiber Contractor will be doing the fiber termination shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the proof is not submitted within the specified time, the bid will be deemed as non-responsive. The proof shall be submitted to the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814. City inspectors shall notify by email City IT Staff, Xavier Covarrubias and Manuel Martinez 5 Business days prior to fusion splicing into any active trunk lines.**
3. The Contractor shall test all fiber optic cable spans after installation (Bare Fiber Testing). Testing results must be provided to the City Inspector. The City shall review test results and accept or reject the cable within 5 working days. If accepted by the City, and the Contractor shall submit a request to the City to perform splice work. If rejected, the Contractor shall replace the cable and retest.
4. The Contractor shall maintain a record of all sheath footage markings for each cable span. Hard and soft copy of all records shall be provided to the City with test results along with the program to review the soft copy of the test results.

5. Existing fiber optic cable must be protected from damage. The Contractor shall contact the City Inspector twenty four (24) hours prior to working near any existing city fiber optic cabling.
6. During installation the tensile force shall not exceed 600 lbs. The Contractor shall use a break away swivel, or a slip-clutch capstan, set for less than 600 lbs. pulling tensile strength.
7. Fiber marking tags shall be installed on fiber optic cable in every pull box. The tags shall be non-adhesive, Hellermann-tyton 4" fiber optic marker, part number CMFO4 or approved equal.
8. The Contractor shall install Arnco Bull Line Part #WP12LC (with trace wire) or approved equal with the fiber optic cable.

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

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

1. The Contractor may test the fiber optic cable prior to installation, but must test fiber optic cable after installation.
2. The Contractor shall test all fibers in the cable.
3. A continuity test using a power meter shall be used for 12 strand cables less than 200 feet. Power reading shall be provided with test results.
4. The Contractor shall use both a power meter test for continuity and an optical time domain reflectometer (OTDR) to test all other cable spans greater than 12 strands and longer than 200 feet. Proof of Calibration of all fiber optic test equipment may be requested by the inspector at any time, and must be provided along with the test results.
5. The fiber cable shall meet or exceed ANSI/EIA/TIA – 568B.3 and the latest BICSI TDMM Standards.
6. Test Results shall include the following:
 - a. Total fiber length
 - b. Individual fiber traces for complete fiber length
 - c. Losses of all anomalies
 - d. Wavelength tested and measurement directions
 - e. Manufacturer, model number and serial number of test equipment
 - f. Name, signature and company technician/engineer
 - g. Test Equipment Calibration Certificate for all fiber test equipment

h. Test Date

7. The Contractor shall provide the test results to the City Inspector. If fiber cable fails to meet cable testing standards and are not approved by the City, the Contractor shall remove the failed fiber optic cable and replace with new fiber optic cable at no additional cost to the City. New fiber optic cable shall be tested according to cable testing requirements in these Special Provisions.

3.12 Inspection

Inspection shall be in accordance with Section 34-22 of the Standard Specifications and these Specifications.

3.13 Mastarm Streetlight

A. General

Mastarm streetlights standards, Type 15, and foundation shall be in accordance with the latest State Standard Plans, unless otherwise specified in these Special Provisions and Plans. The Contractor shall remove concrete forms on poles upon project completion. The Contractor shall remove all plywood, forms, excess and leftover concrete, and other debris as a result from construction upon project completion.

B. Luminaire

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

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

All new luminaires to be installed shall be inspected by the Engineer prior to installation. Luminaires shall be supplied without photo cell receptacles unless otherwise called for the Plans. All luminaires supplied with photo cell receptacles that will not be used shall be required to completely bypass the receptacle and a shorting plug shall be securely installed in the receptacle.

C. LED

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

3.14 Metered Electrical Service

The new service pedestal shall be **furnished by the City** and installed by the Contractor as shown on the Plans and shall conform to the serving utility requirements.

The service pedestal shall be fabricated in accordance with the dimensions shown on the service pedestal detail drawing in the traffic signals / street lighting standard details in the plan sheets. The overall dimensions of the enclosure shall be 63" high x 12" wide x 7.25" deep.

The service pedestal shall be fabricated from 14 gauge Type 304D stainless steel and as described under the following paragraph in the Caltrans Standard Specifications section 86-3.07A, "Cabinets fabricated from stainless steel shall conform to the following:".

The mounting brackets shall be 10 gauge Type 304D stainless steel. All welds shall be of highest quality and ground smooth and finished so that grind marks are not visible.

The enclosure shall be rain tight and dust tight. All welds shall be ground smooth and finished so that grind marks are not visible. A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided in addition to a hinged outside door equipped with a draw latch suitable for padlocking. Galvanized anchor bolts shall be inside or outside the service pedestal as shown on the Plans.

A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided. A hinged outside door equipped with a heavy duty draw latch and two (2) heavy duty hasps suitable for padlocking shall be provided for the service section. The dead front panel on the service enclosure shall have a continuous stainless steel piano hinge.

The enclosure shall have no screws, nuts, or bolts on the exterior, except utility sealing screws. All screws, nuts, bolts, and washers shall be stainless steel. All hinges and hinge pins shall be stainless steel.

No surface of the pedestal shall be deflected inward or outward more than 1/16" measured from the intended plane of the surface.

The service pedestal shall consist of a separate metering section and a service section. The meter section shall have a removable cover-top, side, and front sections welded together so that it is rain tight and padlockable.

Service enclosures shall be factory wired and conform to NEMA Standards. All control wiring shall be stranded copper, No. 14 AWG THHN/THWN rated for 600 Volts. All control wiring shall be marked with permanent clip sleeve wire markers. Felt, pencil, or stick back markers will not be acceptable. A copy of the wiring diagram for the service pedestal shall be enclosed in plastic and mounted on the inside of the service section.

All circuit breakers, contactors, and wire shall be listed by UL or ETL. The pedestal shall conform to the NEMA 3-R standard.

The terminal lugs or strips shall be copper or alloyed aluminum. All terminals shall be compatible with either aluminum or copper conductors.

The service pedestal shall have provisions for the installation of up to a total of 16 single-pole circuit breakers, including brass links and mounting hardware. All copper wiring used for main bussing shall be No. 2 AWG THHN/THWN and rated for 125 amperes. Branch circuit panel shall use loop wiring rated for 105 amperes with THHN/THWN insulation.

Nameplates of a reasonable size identifying the control unit therein shall be installed on the dead front panel. Nameplates shall be black laminated with a white plastic center. All nameplates shall be fastened by screws.

The entire service pedestal shall be constructed with the highest quality workmanship and shall meet all applicable codes. Complete submittal drawings on all substitutions shall be submitted to the Engineer in accordance with Section 34-3 of the Standard Specifications. If the proposed substitute is rejected or if the submittal is not made within the specified time, the specified equipment shall be furnished.

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

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

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

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

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

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

120/240 volts. Breaker shall be Cutler-Hammer Quicklag C or approved equal.

3. One single-pole, 120-volt alternating current branch circuit breaker for irrigation control with 15-ampere trip and a rating of 10,000-ampere AIC at 120/240 volts. Breaker shall be Cutler-Hammer Quicklag C or approved equal.
4. Two single-pole, 120-volt alternating current branch circuit breakers for traffic signals each with 60-ampere trip and a rating of 10,000 amperes AIC at 120/240 volts. Breakers shall be Cutler-Hammer Quicklag C or approved equal.
5. Six single-pole, 120-volt alternating current branch circuit breakers for street lighting each with 40-ampere trip and a rating of 10,000 amperes AIC at 120/240 volts. Breakers shall be Cutler-Hammer Quicklag C or approved equal.
6. Two 3-pole, normally open, 60-ampere mercury displacement relays. Coil voltage shall be 120 VAC, 60 cycle. Mercury displacement relays shall be Dayton Electric Manufacturing Co., Model Number 3X753E, or approved equal.
7. One oil tight "Hand-Off-Auto" selector switch.
8. One solid copper neutral bus.
9. Incoming terminals (landing lugs).
10. Solid neutral terminal strip.
11. Terminal strips for conductors within the cabinet.

3.15 Pull Boxes

Shall be in accordance with Section 34-11 of the Standard Specifications, except for the following:

- a. All new pull boxes shall be set in place prior to pouring any new sidewalk.
- b. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer.
- c. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless

otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways.

- d. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes.
- e. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks.
- f. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials.
- g. Pull boxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.
- h. Install pull box on top of crushed rock foundation. Adjust pull box to grade. The crushed rock foundation shall have a minimum of 12" in depth and continue to extend a minimum of 6" beyond the outside edge of the pull box. Compact crushed rock while maintaining integrity of conduit. Conduit and pull boxes shall not be damaged nor cracked.
- i. In instances where the pull box is installed in a planter box or dirt areas, the pull box shall be set to grade with a concrete ring, as shown in the standard detail drawings.
- j. All No. 5 and No. 6 Pull Boxes shall have steel security lids with locking key bolt.
 - 1) Pull Box Lid shall be manufactured by LockLid Secure Utility Enclosure Lids manufactured by Jensen MetalTech or approved equal. (#5 PB - Locklid 1324 Lid LL K-S TrxPlt Sac Glv; #6 PB - LockLid 1730 Lid LL K-SD TrxPlt Sac Glv)
 - 2) Lid shall be ¼" thick minimum galvanized steel.
 - 3) Lid shall be manufactured with slip resistant surface.
 - 4) Lid shall be non-traffic rated, unless otherwise specified.
 - 5) Lid shall be equipped with a lock mechanism which can be secured from the top of lid.
 - 6) Lock shall be recessed in a 1 inch diameter circle. Lock shall be a Secure Keyed Bryce Fastener, or approved equal.
 - 7) A steel welding plug shall be provided by the manufacturer to be inserted into the 1 inch diameter recessed lock. (Locklid # Plugs Sac Stl Plgs LkLd Lids, or approved equal).
 - 8) Lid shall be flush with top of pull box when the lid is completely secured and locked to the pull box.
 - 9) No. 5 pull boxes shall have a single cam locking system, or approved equal.
 - 10) No. 6 pull boxes shall have a double cam locking system, or approved equal.
 - 11) Lid shall have a grounding lug.
 - 12) Supply five sets of keys for the locks.

- 13) Supply two sets of lifting tools for the lid.
- 14) Lid shall be free of scratches, defects, and debris. Lids shall be installed new.

3.16 Traffic Signals and Fittings

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

A. Forms and Concrete and Debris

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

B. Vehicle Signals

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

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

Vehicle signal housings shall be either die cast or permanent mold cast aluminum conforming to ANSI Standard D-10.1. Vehicle signal faces shall conform to Section 86-4.01, "Vehicle Signal Faces", of the State Standard Specifications.

Metal backplates shall be provided for all vehicle signal heads furnished. Backplates shall be louvered, not solid.

Traffic signals shall utilize tunnel visors.

All traffic signal lamps shall be accessible from the front of the traffic signal head and shall be directly accessible for removal and replacement by the opening of the hinged front lens section and hood. Backplates for MAS mounted vehicle signal heads shall have approved filler plates to prevent light from showing through at the elevated plumbizers.

C. Light Emitting Diode (LED) Signal Modules

ALL SIGNAL HEAD DISPLAYS SHALL BE LED MODULES.

LEDs shall have full ball appearance. Dialite 443 Series or approved equal.

Maximum power consumption requirements for LED signal modules shall be as follows:

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

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

D. Pedestrian Signals

All pedestrian display shall be the combination Raised Hand/Walking Person figure and Countdown timer only. All pedestrian heads and framework shall come in black color.

Pedestrian signal face modules shall be designed to mount behind or replace the existing faceplate of Type A Pedestrian housings as specified by the requirements of the ITE Standards, "Pedestrian Traffic Control Signal Indications", and the MUTCD. The pedestrian signal shall have an operating range of 80VAC to 135VAC. The pedestrian signal shall be fused and provide transient suppression for protection of line and load. The pedestrian signal shall have a high power factor > 0.9. The pedestrian signal shall have < 20% harmonic distortion.

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

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

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

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

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

The modules shall be a self-contained device, not requiring on-site assembly for installation into an existing Type "A" housing. The pedestrian signal shall be capable of displaying the LED "Raised Hand" legend. The numeral portion shall

consist of two (2) seven segment digits, constructed of a minimum of 2 rows of LED's, simultaneously. The pedestrian signal shall use overlays to diffuse the LED's and provide uniform light dispersion while keeping the symbols clear and distinct. The signal shall be configurable, such that the countdown timer can start at the beginning or the end of the "Walk" portion of the pedestrian phase. Initially, the Contractor shall set the signal such that the Countdown timer starts at the beginning of the flashing "Don't Walk/Raised Hand" portion of the phase and ends at the beginning of the solid "Don't Walk/Raised Hand" portion of the phase.

Modules shall have filled hand/man.

E. Mounting Hardware

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

F. Pedestrian Pushbuttons

The pedestrian pushbuttons shall conform to Section 86-5.02, "Pedestrian Pushbuttons", of the State Specifications and these Specifications. Pedestrian pushbuttons shall be Type B and meet all American Disability Act (ADA) requirements. The diameter of the actuator shall be 2-inch minimum.

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

G. Traffic Signal Standards

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

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

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

1. The controller shall be in accordance with the NEMA TS2 TYPE 1 specification.

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

OPERATIONAL FEATURES

Programming

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

Pre-Emption

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

Coordination

1. The controller shall have a minimum of 64 coordination plans.
2. The plans shall be accessible by Time of day, Traffic Responsive, or hardwire direct connect. Coordination shall be able to operate Semi and Fully Actuated.
3. Coordination transition shall be able to expand or shrink, expand only, or dwell the cycle.
4. Coordination shall be able to operate in the back ground while the controller is preempted, and immediately be in coordination upon termination of the preempt signal.

Time-of-day

1. Manual Selection of NIC or TOD program steps.
2. Keyboard selectable sync reference point and re-sync time.
3. A minimum 16 day programs
4. External time reset capable.

5. Timing accuracy shall be the accuracy of the 60 Hz line frequency, and with power removed, drift of less than 25 ppm.

Detectors

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

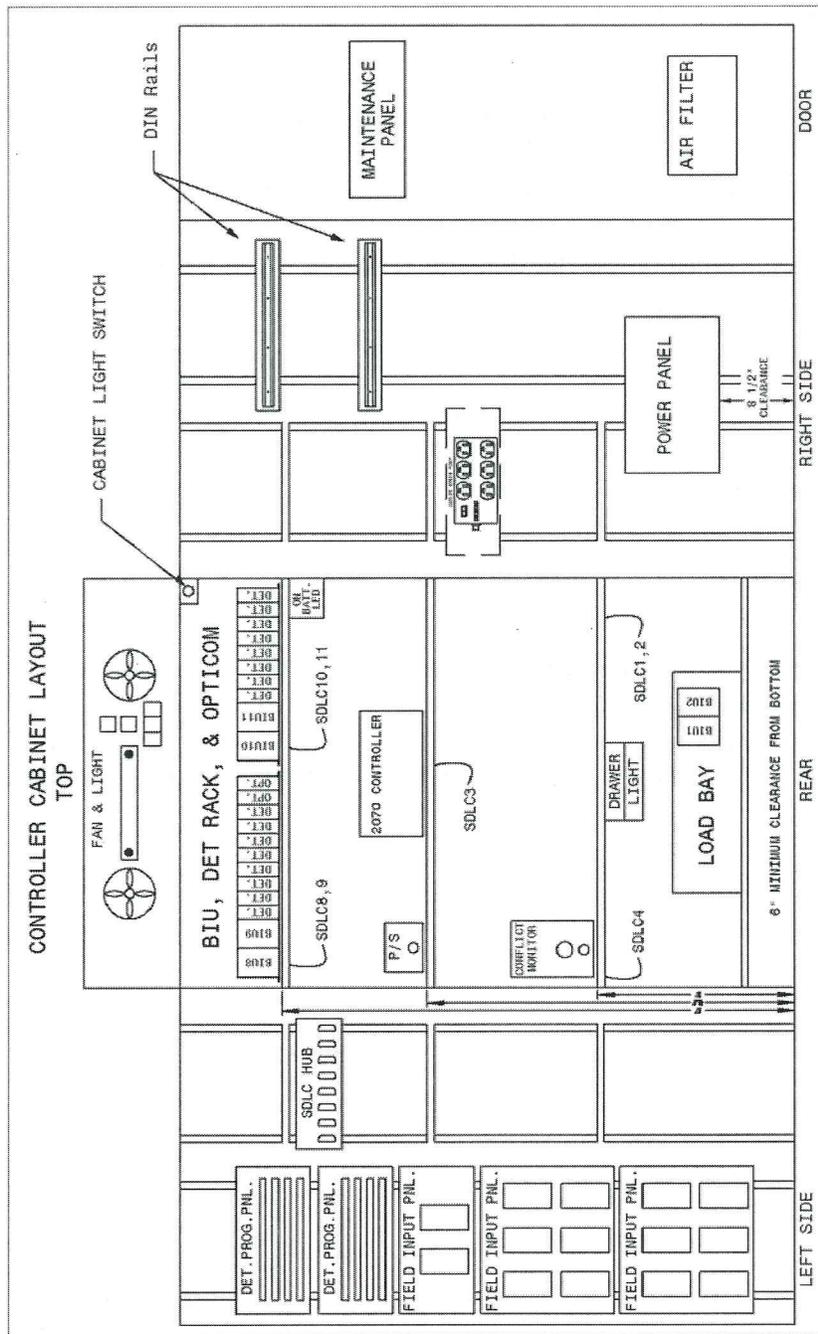
Diagnostics

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

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

The cabinet will be City furnished. Contractor shall provide new foundation for the TYPE 'R' cabinet and install according to the plans and special provisions. The cabinet shall be picked up by the Contractor from the City's corporation yard for installation. All ancillary devices for a complete functional system shall be furnished and installed by the Contractor.

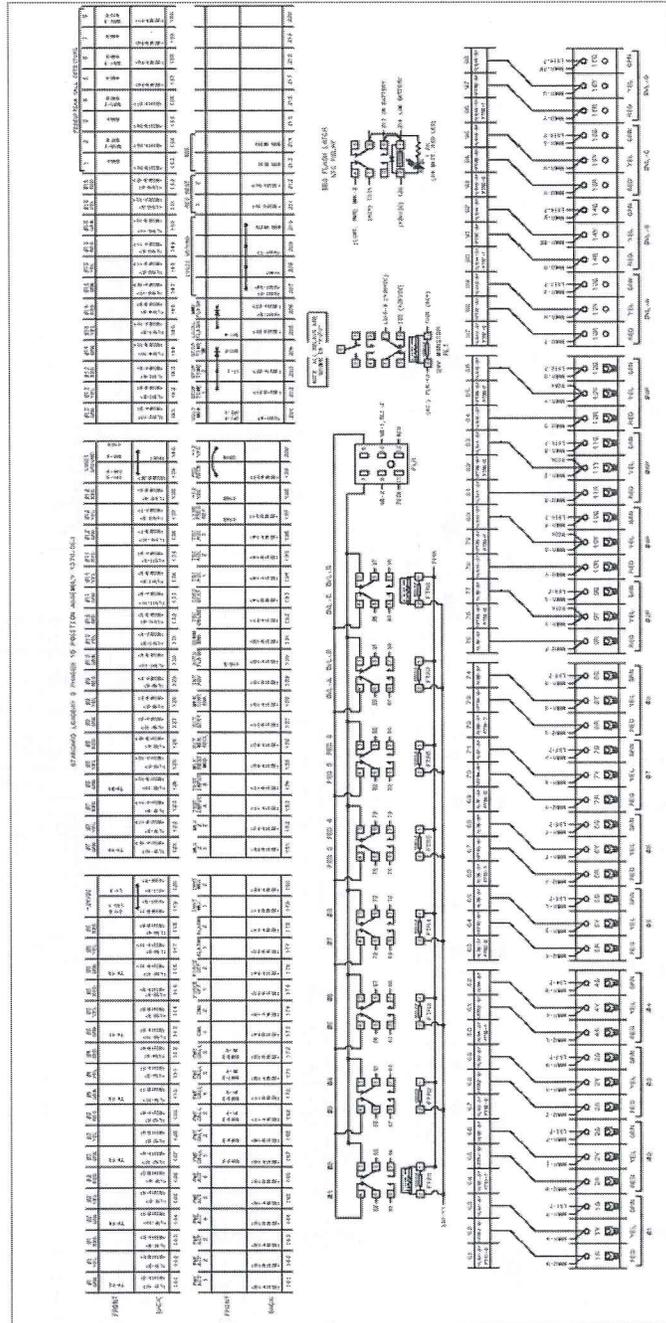
TS 2 – Type 1, Type 'R'
Cabinet Layout



TS 2 – Type 1, Type 'R'
 Field Input Panel, Thermostat and Fan Panel,
 MMU Programming Card, Conflict Monitor

BIU1 (TERMINAL FACILITY)			BIU2 (TERMINAL FACILITY)		
PIN	FUNCTION	TERMINAL	PIN	FUNCTION	TERMINAL
1A	+24VDC IN	119	1A	+24VDC IN	119
1B	+24VDC IN	119	1B	+24VDC IN	119
2A	Ø1 RED	103	2A	Ø9 RED	129
2B	Ø1 YELLOW	102	2B	Ø9 YELLOW	128
3A	Ø1 GREEN	101	3A	Ø9 GREEN	127
3B	Ø2 RED	106	3B	Ø10 RED	132
4A	Ø2 YELLOW	105	4A	Ø10 YELLOW	131
4B	Ø2 GREEN	104	4B	Ø10 GREEN	130
5A	Ø3 RED	109	5A	Ø11 RED	135
5B	Ø3 YELLOW	108	5B	Ø11 YELLOW	134
6A	Ø3 GREEN	107	6A	Ø11 GREEN	133
6B	Ø4 RED	112	6B	Ø12 RED	138
7A	Ø4 YELLOW	111	7A	Ø12 YELLOW	137
7B	Ø4 GREEN	110	7B	Ø12 GREEN	136
8A	Ø5 RED	115	8A	Ø13 RED	143
8B	Ø5 YELLOW	114	8B	Ø13 YELLOW	142
9A	Ø5 GREEN	113	9A	Ø13 GREEN	141
9B	Ø6 RED	118	9B	Ø14 RED	146
10A	Ø6 YELLOW	117	10A	Ø14 YELLOW	145
10B	Ø6 GREEN	116	10B	Ø14 GREEN	144
11A	Ø7 RED	123	11A	Ø15 RED	149
11B	Ø7 YELLOW	122	11B	Ø15 YELLOW	148
12A	Ø7 GREEN	121	12A	Ø15 GREEN	147
12B	Ø8 RED	126	12B	Ø16 RED	152
13A	Ø8 YELLOW	125	13A	Ø16 YELLOW	151
13B	Ø8 GREEN	124	13B	Ø16 GREEN	150
14A	TBC AUX 1	194	14A	TBC AUX 3	196
14B	TBC AUX 2	195	14B	COORD. STATUS	193
15A	PMT ACT 1	161	15A	PMT ACT 3	163
15B	PMT ACT 2	162	15B	PMT ACT 4	164
16A	PMT CALL 1	167	16A	PMT ACT 5	165
16B	PMT CALL 2	168	16B	PMT ACT 6	166
17A	TEST A	183	17A	PMT CALL 3	169
17B	TEST B	184	17B	PMT CALL 4	170
18A	AUTO FLASH	190	18A	PMT CALL 5	171
18B	DIMM ENABLE	191	18B	PMT CALL 6	172
19A	MANUAL ENABLE	188	19A	CNA RING 2	174
19B	INT. ADVANCE	189	19B	RED REST RING 1	211
20A	EXT. MIN. RECALL	186	20A	RED REST RING 2	212
20B	EXT. START	187	20B	SPARE 3	N/U
21A	TBC ONLINE	192	21A	SPARE 4	N/U
21B	STOP TIME RING 1	202	21B	INHIBIT MAX RING 1	179
22A	STOP TIME RING 2	203	22A	INHIBIT MAX RING 2	180
22B	MAX. 2 RING 1	181	22B	LOCAL FLASH	205
23A	MAX. 2 RING 2	182	23A	MMJ FLASH	206
23B	FORCE OFF RING 1	175	23B	ALARM 1	177
24A	FORCE OFF RING 2	176	24A	ALARM 2	178
24B	CNA RING 1	173	24B	RESERVED	N/U
25A	REST IN WALK	185	25A	RESERVED	N/U
25B	PED. ISO. 1	153	25B	PED. ISO. 5	157
26A	PED. ISO. 2	154	26A	PED. ISO. 6	158
26B	PED. ISO. 3	155	26B	PED. ISO. 7	159
27A	PED. ISO. 4	156	27A	PED. ISO. 8	160
27B	PED. ISO. COMM.	199	27B	PED. ISO. COMM.	199
28A	ADDR. BIT 0	N/U	28A	ADDR. BIT 0	139
28B	ADDR. BIT 1	N/U	28B	ADDR. BIT 1	N/U
29A	ADDR. BIT 2	N/U	29A	ADDR. BIT 2	N/U
29B	ADDR. BIT 3	N/U	29B	ADDR. BIT 3	N/U
30A	RESERVED	N/U	30A	RESERVED	N/U
30B	RESERVED	N/U	30B	RESERVED	N/U
31A	CHASSIS GROUND	711A	31A	CHASSIS GROUND	711A
31B	LINE FREQ. REF.	197	31B	LINE FREQ. REF.	197
32A	LOGIC GROUND	139	32A	LOGIC GROUND	139
32B	LOGIC GROUND	139	32B	LOGIC GROUND	139

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



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

NEMA 16 MONITOR "MMU1" (ASY1370-843)			NEMA 16 MONITOR "MMU2" (ASY1370-844)			CONTROLLER POWER "CP1" TS2 TYPE 1 (ASY 1021-32)		
CONN P/N/TAB	FUNCTION	TERM.	CONN P/N/TAB	FUNCTION	TERM.	P/N	FUNCTION	TERM.
A	AC+ I (JUMPED TO AC+ II)	706B	A	AC+ II INPUT	705B	A	AC	706B
B	OUTPUT RELAY 1 OPEN	206	B	START DELAY RELAY COMMON	T	B	N/U	N/U
C	OUTPUT RELAY 2 CLOSED	705A	C	START DELAY RELAY OPEN	T	C	AC LINE	703A
D	CHANNEL 12 GREEN (OBP)	12G	D	CHANNEL 12 RED (OBP)	12R	D	N/U	N/U
E	CHANNEL 11 GREEN (OSP)	11G	E	CHANNEL 11 RED (OSP)	11R	E	N/U	N/U
F	CHANNEL 10 GREEN (OSP)	10G	F	CHANNEL 10 RED (OSP)	10R	F	FAULT MONITOR	201
G	CHANNEL 9 GREEN (OSP)	9G	G	CHANNEL 9 RED (OSP)	9R	G	CHASSIS GROUND	702A
H	CHANNEL 8 GREEN	8G	H	CHANNEL 8 RED	8R	H	CHASSIS GROUND	702A
J	CHANNEL 7 GREEN	7G	J	CHANNEL 7 RED	7R	I	N/U	N/U
K	CHANNEL 6 GREEN	6G	K	CHANNEL 6 RED	6R	J	CONNECTOR SHELL	CP1-H
L	CHANNEL 5 GREEN	5G	L	CHANNEL 5 RED	5R			
M	CHANNEL 4 GREEN	4G	M	CHANNEL 4 RED	4R			
N	CHANNEL 3 GREEN	3G	N	CHANNEL 3 RED	3R			
P	CHANNEL 2 GREEN	2G	P	CHANNEL 2 RED	2R			
R	CHANNEL 1 GREEN	1G	R	CHANNEL 1 RED	1R			
S	+24V MONITOR I	119	S	SPARE 1	T			
T	+24V MONITOR II	120	T	SPARE 2	T			
U	CHASSIS GROUND/SHELL	706A	U	SPARE 3	T			
V	AC	710A	V	LOCAL FLASH STATUS	T			
W	OUTPUT RELAY 1 COMMON	207	W	CHANNEL 13 RED (OVLS)	13R			
X	OUTPUT RELAY 2 COMMON	207A	X	START DELAY RELAY CLOSED	13R			
Y	CHANNEL 12 YELLOW (OVL)	12Y	Y	CHANNEL 10 RED (OAP)	10R			
Z	CHANNEL 11 YELLOW	11Y	Z	CHANNEL 14 RED (OVL)	14R			
a	CHANNEL 10 YELLOW	10Y	a	CHANNEL 15 RED (OVL)	15R			
b	CHANNEL 9 YELLOW	9Y	b	CHANNEL 16 RED (OVL)	16R			
c	CHANNEL 8 YELLOW	8Y	c	CHANNEL 17 RED (OVL)	17R			
d	CHANNEL 7 YELLOW	7Y	d	CHANNEL 18 RED (OVL)	18R			
e	CHANNEL 6 YELLOW	6Y	e	CHANNEL 19 RED (OVL)	19R			
f	CHANNEL 5 YELLOW	5Y	f	CHANNEL 20 RED (OVL)	20R			
g	CHANNEL 4 YELLOW	4Y	g	CHANNEL 21 RED (OVL)	21R			
h	CHANNEL 3 YELLOW	3Y	h	CHANNEL 22 RED (OVL)	22R			
i	CHANNEL 2 YELLOW (OVL)	2Y	i	CHANNEL 23 RED (OVL)	23R			
j	CHANNEL 1 YELLOW (OVL)	1Y	j	CHANNEL 24 RED (OVL)	24R			
k	CHANNEL 15 YELLOW (OVL)	15Y	k	CHANNEL 25 RED (OVL)	25R			
l	CHANNEL 14 YELLOW (OVL)	14Y	l	CHANNEL 26 RED (OVL)	26R			
m	CHANNEL 13 YELLOW (OVL)	13Y	m	CHANNEL 27 RED (OVL)	27R			
n	CHANNEL 12 YELLOW (OVL)	12Y	n	CHANNEL 28 RED (OVL)	28R			
o	CHANNEL 11 YELLOW (OVL)	11Y	o	CHANNEL 29 RED (OVL)	29R			
p	CHANNEL 10 YELLOW (OVL)	10Y	p	CHANNEL 30 RED (OVL)	30R			
q	CHANNEL 9 YELLOW (OVL)	9Y	q	CHANNEL 31 RED (OVL)	31R			
r	CHANNEL 8 YELLOW (OVL)	8Y	r	CHANNEL 32 RED (OVL)	32R			
s	CHANNEL 7 YELLOW (OVL)	7Y	s	CHANNEL 33 RED (OVL)	33R			
t	CHANNEL 6 YELLOW (OVL)	6Y	t	CHANNEL 34 RED (OVL)	34R			
u	CHANNEL 5 YELLOW (OVL)	5Y	u	CHANNEL 35 RED (OVL)	35R			
v	CHANNEL 4 YELLOW (OVL)	4Y	v	CHANNEL 36 RED (OVL)	36R			
w	CHANNEL 3 YELLOW (OVL)	3Y	w	CHANNEL 37 RED (OVL)	37R			
x	CHANNEL 2 YELLOW (OVL)	2Y	x	CHANNEL 38 RED (OVL)	38R			
y	CHANNEL 1 YELLOW (OVL)	1Y	y	CHANNEL 39 RED (OVL)	39R			
z	CHANNEL 14 GREEN (OVL)	14G	z	CHANNEL 40 RED (OVL)	40R			
aa	CHANNEL 13 GREEN (OVL)	13G	aa	CHANNEL 41 RED (OVL)	41R			
ab	CHANNEL 12 GREEN (OVL)	12G	ab	CHANNEL 42 RED (OVL)	42R			
ac	CHANNEL 11 GREEN (OVL)	11G	ac	CHANNEL 43 RED (OVL)	43R			
ad	CHANNEL 10 GREEN (OVL)	10G	ad	CHANNEL 44 RED (OVL)	44R			
ae	CABINET INTERLOCK A	T	ae	CHANNEL 45 RED (OVL)	45R			
af	CABINET INTERLOCK B	T	af	CHANNEL 46 RED (OVL)	46R			
ag	CHANNEL 14 YELLOW (OVL)	14Y	ag	CHANNEL 47 RED (OVL)	47R			
ah	CHANNEL 15 YELLOW (OVL)	15Y	ah	CHANNEL 48 RED (OVL)	48R			
ai	CHANNEL 16 GREEN (OVL)	16G	ai	CHANNEL 49 RED (OVL)	49R			
aj	CHANNEL 17 GREEN (OVL)	17G	aj	CHANNEL 50 RED (OVL)	50R			
ak	CHANNEL 18 GREEN (OVL)	18G	ak	CHANNEL 51 RED (OVL)	51R			
al	CHANNEL 19 GREEN (OVL)	19G	al	CHANNEL 52 RED (OVL)	52R			
am	CHANNEL 20 GREEN (OVL)	20G	am	CHANNEL 53 RED (OVL)	53R			
an	CHANNEL 21 GREEN (OVL)	21G	an	CHANNEL 54 RED (OVL)	54R			
ao	CHANNEL 22 GREEN (OVL)	22G	ao	CHANNEL 55 RED (OVL)	55R			
ap	CHANNEL 23 GREEN (OVL)	23G	ap	CHANNEL 56 RED (OVL)	56R			
aq	CHANNEL 24 GREEN (OVL)	24G	aq	CHANNEL 57 RED (OVL)	57R			
ar	CHANNEL 25 GREEN (OVL)	25G	ar	CHANNEL 58 RED (OVL)	58R			
as	CHANNEL 26 GREEN (OVL)	26G	as	CHANNEL 59 RED (OVL)	59R			
at	CHANNEL 27 GREEN (OVL)	27G	at	CHANNEL 60 RED (OVL)	60R			
au	CHANNEL 28 GREEN (OVL)	28G	au	CHANNEL 61 RED (OVL)	61R			
av	CHANNEL 29 GREEN (OVL)	29G	av	CHANNEL 62 RED (OVL)	62R			
aw	CHANNEL 30 GREEN (OVL)	30G	aw	CHANNEL 63 RED (OVL)	63R			
ax	CHANNEL 31 GREEN (OVL)	31G	ax	CHANNEL 64 RED (OVL)	64R			
ay	CHANNEL 32 GREEN (OVL)	32G	ay	CHANNEL 65 RED (OVL)	65R			
az	CHANNEL 33 GREEN (OVL)	33G	az	CHANNEL 66 RED (OVL)	66R			
ba	CHANNEL 34 GREEN (OVL)	34G	ba	CHANNEL 67 RED (OVL)	67R			
bb	CHANNEL 35 GREEN (OVL)	35G	bb	CHANNEL 68 RED (OVL)	68R			
bc	CHANNEL 36 GREEN (OVL)	36G	bc	CHANNEL 69 RED (OVL)	69R			
bd	CHANNEL 37 GREEN (OVL)	37G	bd	CHANNEL 70 RED (OVL)	70R			
be	CHANNEL 38 GREEN (OVL)	38G	be	CHANNEL 71 RED (OVL)	71R			
bf	CHANNEL 39 GREEN (OVL)	39G	bf	CHANNEL 72 RED (OVL)	72R			
bg	CHANNEL 40 GREEN (OVL)	40G	bg	CHANNEL 73 RED (OVL)	73R			
bh	CHANNEL 41 GREEN (OVL)	41G	bh	CHANNEL 74 RED (OVL)	74R			
bi	CHANNEL 42 GREEN (OVL)	42G	bi	CHANNEL 75 RED (OVL)	75R			
bj	CHANNEL 43 GREEN (OVL)	43G	bj	CHANNEL 76 RED (OVL)	76R			
bk	CHANNEL 44 GREEN (OVL)	44G	bk	CHANNEL 77 RED (OVL)	77R			
bl	CHANNEL 45 GREEN (OVL)	45G	bl	CHANNEL 78 RED (OVL)	78R			
bm	CHANNEL 46 GREEN (OVL)	46G	bm	CHANNEL 79 RED (OVL)	79R			
bn	CHANNEL 47 GREEN (OVL)	47G	bn	CHANNEL 80 RED (OVL)	80R			
bo	CHANNEL 48 GREEN (OVL)	48G	bo	CHANNEL 81 RED (OVL)	81R			
bp	CHANNEL 49 GREEN (OVL)	49G	bp	CHANNEL 82 RED (OVL)	82R			
bq	CHANNEL 50 GREEN (OVL)	50G	bq	CHANNEL 83 RED (OVL)	83R			
br	CHANNEL 51 GREEN (OVL)	51G	br	CHANNEL 84 RED (OVL)	84R			
bs	CHANNEL 52 GREEN (OVL)	52G	bs	CHANNEL 85 RED (OVL)	85R			
bt	CHANNEL 53 GREEN (OVL)	53G	bt	CHANNEL 86 RED (OVL)	86R			
bu	CHANNEL 54 GREEN (OVL)	54G	bu	CHANNEL 87 RED (OVL)	87R			
bv	CHANNEL 55 GREEN (OVL)	55G	bv	CHANNEL 88 RED (OVL)	88R			
bw	CHANNEL 56 GREEN (OVL)	56G	bw	CHANNEL 89 RED (OVL)	89R			
bx	CHANNEL 57 GREEN (OVL)	57G	bx	CHANNEL 90 RED (OVL)	90R			
by	CHANNEL 58 GREEN (OVL)	58G	by	CHANNEL 91 RED (OVL)	91R			
bz	CHANNEL 59 GREEN (OVL)	59G	bz	CHANNEL 92 RED (OVL)	92R			
ca	CHANNEL 60 GREEN (OVL)	60G	ca	CHANNEL 93 RED (OVL)	93R			
cb	CHANNEL 61 GREEN (OVL)	61G	cb	CHANNEL 94 RED (OVL)	94R			
cc	CHANNEL 62 GREEN (OVL)	62G	cc	CHANNEL 95 RED (OVL)	95R			
cd	CHANNEL 63 GREEN (OVL)	63G	cd	CHANNEL 96 RED (OVL)	96R			
ce	CHANNEL 64 GREEN (OVL)	64G	ce	CHANNEL 97 RED (OVL)	97R			
cf	CHANNEL 65 GREEN (OVL)	65G	cf	CHANNEL 98 RED (OVL)	98R			
cg	CHANNEL 66 GREEN (OVL)	66G	cg	CHANNEL 99 RED (OVL)	99R			
ch	CHANNEL 67 GREEN (OVL)	67G	ch	CHANNEL 100 RED (OVL)	100R			
ci	CHANNEL 68 GREEN (OVL)	68G	ci	CHANNEL 101 RED (OVL)	101R			
cj	CHANNEL 69 GREEN (OVL)	69G	cj	CHANNEL 102 RED (OVL)	102R			
ck	CHANNEL 70 GREEN (OVL)	70G	ck	CHANNEL 103 RED (OVL)	103R			
cl	CHANNEL 71 GREEN (OVL)	71G	cl	CHANNEL 104 RED (OVL)	104R			
cm	CHANNEL 72 GREEN (OVL)	72G	cm	CHANNEL 105 RED (OVL)	105R			
cn	CHANNEL 73 GREEN (OVL)	73G	cn	CHANNEL 106 RED (OVL)	106R			
co	CHANNEL 74 GREEN (OVL)	74G	co	CHANNEL 107 RED (OVL)	107R			
cp	CHANNEL 75 GREEN (OVL)	75G	cp	CHANNEL 108 RED (OVL)	108R			
cq	CHANNEL 76 GREEN (OVL)	76G	cq	CHANNEL 109 RED (OVL)	109R			
cr	CHANNEL 77 GREEN (OVL)	77G	cr	CHANNEL 110 RED (OVL)	110R			
cs	CHANNEL 78 GREEN (OVL)	78G	cs	CHANNEL 111 RED (OVL)	111R			
ct	CHANNEL 79 GREEN (OVL)	79G	ct	CHANNEL 112 RED (OVL)	112R			
cu	CHANNEL 80 GREEN (OVL)	80G	cu	CHANNEL 113 RED (OVL)	113R			
cv	CHANNEL 81 GREEN (OVL)	81G	cv	CHANNEL 114 RED (OVL)	114R			
cw	CHANNEL 82 GREEN (OVL)	82G	cw	CHANNEL 115 RED (OVL)	115R			
cx	CHANNEL 83 GREEN (OVL)	83G	cx	CHANNEL 116 RED (OVL)	116R			
cy	CHANNEL 84 GREEN (OVL)	84G	cy	CHANNEL 117 RED (OVL)	117R			
cz	CHANNEL 85 GREEN (OVL)	85G	cz	CHANNEL 118 RED (OVL)	118R			
ca	CHANNEL 86 GREEN (OVL)	86G	ca	CHANNEL 119 RED (OVL)	119R			
cb	CHANNEL 87 GREEN (OVL)	87G	cb	CHANNEL 120 RED (OVL)	120R			
cc	CHANNEL 88 GREEN (OVL)	88G	cc	CHANNEL 121 RED (OVL)	121R			
cd	CHANNEL 89 GREEN (OVL)	89G	cd	CHANNEL 122 RED (OVL)	122R			
ce	CHANNEL 90 GREEN (OVL)	90G	ce	CHANNEL 123 RED (OVL)	123R			
cf	CHANNEL 91 GREEN (OVL)	91G	cf	CHANNEL 124 RED (OVL)	124R			
cg	CHANNEL 92 GREEN (OVL)	92G	cg	CHANNEL 125 RED (OVL)	125R			
ch	CHANNEL 93 GREEN (OVL)	93G	ch	CHANNEL 126 RED (OVL)	126R			
ci	CHANNEL 94 GREEN (OVL)	94G	ci	CHANNEL 127 RED (OVL)	127R			
cj	CHANNEL 95 GREEN (OVL)	95G	cj	CHANNEL 128 RED (OVL)	128R			
ck	CHANNEL 96 GREEN (OVL)	96G	ck	CHANNEL 129 RED (OVL)	129R			
cl	CHANNEL 97 GREEN (OVL)	97G	cl	CHANNEL 130 RED (OVL)	130R			
cm	CHANNEL 98 GREEN (OVL)	98G	cm	CHANNEL 131 RED (OVL)	131R			
cn	CHANNEL 99 GREEN (OVL)	99G	cn	CHANNEL 132 RED (OVL)	132R			
co	CHANNEL 100 GREEN (OVL)	100G	co	CHANNEL 133 RED (OVL)	133R			
cp	CHANNEL 101 GREEN (OVL)	101G	cp	CHANNEL 134 RED (OVL)	134R			
cq	CHANNEL 102 GREEN (OVL)	102G	cq	CHANNEL 135 RED (OVL)	135R			
cr	CHANNEL 103 GREEN (OVL)	103G	cr	CHANNEL 136 RED (OVL)	136R			
cs	CHANNEL 104 GREEN (OVL)	104G	cs	CHANNEL 137 RED (OVL)	137R			
ct	CHANNEL 105 GREEN (OVL)	105G	ct	CHANNEL 138 RED (OVL)	138R			
cu	CHANNEL 106 GREEN (OVL)	106G	cu	CHANNEL 139 RED (OVL)	139R			
cv	CHANNEL 107 GREEN (OVL)	107G	cv	CHANNEL 140 RED (OVL)	140R			
cw	CHANNEL 108 GREEN (OVL)	108G	cw	CHANNEL 141 RED (OVL)	141R			
cx	CHANNEL 109 GREEN (OVL)	109G	cx	CHANNEL 142 RED (OVL)	142R			
cy	CHANNEL 110 GREEN (OVL)	110G	cy	CHANNEL 143 RED (OVL)	143R			
cz	CHANNEL 111 GREEN (OVL)	111G	cz	CHANNEL 144 RED (OVL)	144R			
ca	CHANNEL 112 GREEN (OVL)	112G	ca	CHANNEL 145 RED (OVL)	145R			
cb	CHANNEL 113 GREEN (OVL)	113G	cb	CHANNEL 146 RED (OVL)	146R			
cc	CHANNEL 114 GREEN (OVL)	114G	cc	CHANNEL 147 RED (OVL)	147R			
cd	CHANNEL 115 GREEN (OVL)	115G	cd	CHANNEL 148 RED (OVL)	148R			
ce	CHANNEL 116 GREEN (OVL)	116G	ce	CHANNEL 149 RED (OVL)	149R			
cf	CHANNEL 117 GREEN (OVL)	117G	cf	CHANNEL 150 RED (OVL)	150R			
cg	CHANNEL 118 GREEN (OVL)	118G	cg	CHANNEL 151 RED (OVL)	151R			
ch	CHANNEL 119 GREEN (OVL)	119G	ch	CHANNEL 152 RED (OVL)	152R			
ci	CHANNEL 120 GREEN (OVL)	120G	ci	CHANNEL 153 RED (OVL)	153R			
cj	CHANNEL 121 GREEN (OVL)	121G	cj	CHANNEL 154 RED (OVL)	154R			
ck	CHANNEL 122 GREEN (OVL)	122G	ck	CHANNEL 155 RED (OVL)	155R			
cl	CHANNEL 123 GREEN (OVL)	123G	cl	CHANNEL 156 RED (OVL)	156R			
cm	CHANNEL 124 GREEN (OVL)	124G	cm	CHANNEL 157 RED (OVL)	157R			
cn	CHANNEL 125 GREEN (OVL)	125G	cn	CHANNEL 158 RED (OVL)	158R			
co	CHANNEL 126 GREEN (OVL)	126G	co	CHANNEL 159 RED (OVL)	159R			
cp	CHANNEL 127 GREEN (OVL)	127G	cp	CHANNEL 160 RED (OVL)	160R			
cq	CHANNEL 128 GREEN (OVL)	128G	cq	CHANNEL 161 RED (OVL)	161R			
cr	CHANNEL 129 GREEN (OVL)	129G						

when compared to conventional inductive loops. The detection shall be reliable, consistent, and perform under all weather, lighting, and traffic congestion conditions. The video detection system will only be used to provide detection at the intersection stop bar. The video detection system consists of the video camera, video detection processor, and necessary mounting and cabling hardware.

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

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

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

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

The video detection processor shall provide remote system diagnostics with the ability to check detector outputs, and loss of video sync, video contrast lost, and processor load. All errors shall be saved in a system log. The video processor shall be able to drop a false vehicle call if no movement is detected in the video where a detection zone is programmed and when phase assigned to that zone is green. The video processor shall also be able to interface to existing Green, Yellow and Red phase colors in all cabinet

types, and the phase color shall be displayable on the video image. The video processor shall be able to detect the absence of video. If an absence of video is detected, the interface hardware shall input a user assignable recall on the phase. If the video detection camera cannot detect vehicles due to fog, smoke, and other environmental factors, the user shall have the ability to apply min recall, max recall, or a fixed time to a given detector output.

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

Video Detection Data Collection

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

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

Video Detection System Hardware

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

For one approach, with video processor with NEMA TS2 connections to the controller, the following equipment outlined below is required. For intersections with multiple approaches, additional equipment is required.

	Qty	Hardware
Per Leg	1	Autoscope RackVision Terra MVP
	1	Cat5e network patch cable RJ45 Male to RJ45 Male Cat5 Length 3
	1	Autoscope Image Sensors (AIS) Camera
	1	Mounting brackets (Model AMBKT15S)
	1	AIS cable to length distance from Camera to Hand Hole Cover
	FT	Coaxial Cable Belden 8281 or approved equal.
	FT	Camera Power Belden 601203 multi-conductor meeting IMSA Spec 19-1
Per Intersection	1	AIP4 interface panel
	1	SDLC cable (model ACBLP0E05 P/N 33550G5)for TS2 connection to the controller

	1	NTSC Monitor with BNC interfaces for signal cabinet
		Three (3) years System warranty from of date of acceptance

For one approach, with video processor with NEMA TS1 and logic level connections to controller, the following equipment outlined is required. For intersections with multiple approaches, additional equipment is required.

	Qty	Hardware
Per Leg	1	Autoscope RackVision Terra MVP
	1	Cat5e network patch cable RJ45 Male to RJ45 Male Cat5 Length 3
	1	Autoscope Image Sensors (AIS) Camera
	1	Mounting brackets (model AMBKT15S)
	1	AIS cable to length distance from Camera to Hand Hole Cover
	FT	Coaxial Cable Belden 8281 or approved equal.
	FT	Camera Power Belden 601203 multi-conductor meeting IMSA Spec 19-1
Per Intersection	1	AIP4 interface panel
	1	NTSC Monitor with BNC interfaces for signal cabinet
	1	ASTCBL01 – I/O for 12 outputs
	1	Model 33457G57 for logic inputs (33X)
		Three (3) years System warranty from of date of acceptance

Installation

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

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

Video detection system installed in traffic signal cabinets with network switches installed or scheduled to be installed shall use NEMA TS2 connections to controller. Contractor shall connect SDLC (model ACBLP0E05 P/N 33550G5 or approved equal) to connect MVP terra card and the traffic signal controller. Contractor shall work with the Econolite Representative and the City of Sacramento Traffic Signal Maintenance Shop to insure that all channels are programmed and detection calls are being inputted into the controller.

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

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

Surge Suppressor Power Strip

Surge Suppressors shall meet the following requirements:

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

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

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

Network Switch

Network Switch shall meet the following requirements:

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

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

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

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

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

Power Supply for Network Switch

Power Supply for Network Switch shall meet the following requirements:

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

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

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

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

The Contractor is responsible for making all connections and shall be made per manufacturer's recommendations to insure that the switch is powered. See Plans for further details.

Software and Programming

An Econolite Representative shall be onsite for the installation and configuration of the Video Detection System at no additional cost to the City. The system shall be programmed to provide stopbar detection. All channels shall be configured per the City's detector programming sheet and the Contractor and Econolite Representative shall work

with City of Sacramento Traffic Signal Maintenance Shop to insure the detection calls are being inputted into the controller.

General Aiming and Programming Notes for Video Detection

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

Technical Support & Warranty

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

3.20 Wiring

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

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

4. SIGNING AND STRIPING

A. Striping

Traffic stripes shall be measured by the lineal foot of thermoplastic 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. Triple four crosswalks shall be paid as two (2) four feet (4') stripes. Pavement markings shall be measured by the square foot of thermoplastic material placed.

The quantities of "Thermoplastic 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.

B. Remove Existing Signs

Existing signs shall be removed and salvaged as shown on the Plans and as directed by the Engineer. All mounting hardware shall be removed and salvaged. All salvaged materials shall be returned to the City Corporation Yard, 5730 24th Street, Building 11, Sacramento, California. Contractor is responsible to provide machinery and manpower to unload all salvaged items. Contractor shall coordinate with the city inspector.

C. Relocate Existing Signs

Existing signs shall be relocated as shown on the Plans, as directed by the Engineer and as shown in Standard Specifications.

The Contractor shall notify the Engineer two (2) working days prior to the relocation of the signs. The Contractor shall review the proposed sign location with the Engineer. The Engineer may make adjustments to the proposed sign location in the field.

Contractor shall provide new hardware to hang sign on traffic signal and install new 3/4 inch stainless steel banded strap and appropriate hardware both top and bottom of each sign.

D. Place Signs on Mastarms

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

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

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

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

E. Remove Traffic Markings and Striping

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

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

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

F. Raised Pavement Markers

Raised pavement markers shall be furnished and placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

G. Object Marker (OM2-1)

Object marker (OM2-1V) shall be furnished and placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of the Standard Specifications, sheet T-250, and these Special Provisions.