

CITY OF SACRAMENTO

CALIFORNIA

APPROVED

BY THE CITY COUNCIL

DEC 1 2 1989

OFFICE OF THE CITY C' ERK

C08903

927 TENTH STREET ROOM 200 Sacramento, ca 95814-2705

916-449-8220

CONSTRUCTION SECTION 640 BERCUT DRIVE SUITE B SACRAMENTO, CA 95814-0131

916-449-5282

December 12, 1989

City Council Sacramento, California 95814

Honorable Members in Session:

SUBJECT: Del Paso Boulevard and Marysville Boulevard Interconnect System and Improvements - Transfer and Appropriation of Additional Funds and Contract Award (PN:SB61)

### SUMMARY

DEPARTMENT OF

THOMAS M. FINLEY

ENGINEERING DIVISION

ENGINEERING DIVISION MANAGER

PUBLIC WORKS

This project has been advertised for bids. Bids have been received and additional funds are needed to award the contract. Approval of the fund appropriation and contract award is recommended. This item was considered by the Budget and Finance Committee at its meeting of December 12, 1989. It was necessary that this item be heard on the same day in order to award the contract within the required number of days.

# BACKGROUND

This project will install a traffic signal interconnect system with the capability to coordinate and monitor the signals along several arterial streets in the North area by means of an onstreet master controller. The project will interconnect the traffic signals along Del Paso Boulevard from El Camino Avenue to Marysville Boulevard, along Marysville Boulevard from Del Paso Boulevard to Grand Avenue and along El Camino Avenue from Del Paso Boulevard to Lexington Street. In addition, the light rail signals along Arden Way from Del Paso Boulevard to the Business I-80 eastbound/westbound on-ramps will be tied into the coordination system. A new traffic signal will be installed at the intersection of Del Paso Boulevard and Marysville Boulevard and existing traffic signals at five intersections along Marysville will be upgraded.

City Council Del Paso Blvd. and Marysville Blvd. Interconnect System (PN:SB61) December 12, 1989 Page 2

On October 17, 1989, the City Council approved the plans and specifications for this project. On November 14, 1989, bids were received and opened by the City Clerk. The bids received were:

Community Electric, Inc.	\$598,495.65
May-Han Electric, Inc.	\$632,979.60
dba M & M Electric	
Steiny and Company, Inc.	\$740,465.15

The engineer's estimated construction cost was \$576,000. Even though the low bid of Community Electric, Inc. was 4 percent higher than the engineer's estimate, it is believed to be the best bid available at this time. The estimated project completion date is July 15, 1990.

# FINANCIAL DATA

Additional funds are needed to award the contract. The estimated project cost, including all planning, design and construction costs is \$892,000. The current budget is \$600,000, which was approved in the Capital Improvement Program from Major Street Construction Funds (209). The funds currently available for this project amount to \$418,600, as of November 21, 1989. It is proposed that the needed \$292,000 be obtained by defunding various completed projects with funds totalling \$106,500, defunding \$116,230 from the Elk Grove-Florin/Fruitridge Traffic Signal Project (PN:SD86), and transferring \$69,270 from the Miscellaneous Traffic Signal Improvements (PN:SB46) which as of November 30, 1989, has a combined current balance of \$395,000.

The Elk Grove-Florin/Fruitridge Traffic Signal Project (PN:SD86)is on the City/County line. The County has indicated that they will not fund their share of the project for at least 5 years, in conjunction with adjoining development. The City's share of the project will be rebudgeted at that time.

# POLICY CONSIDERATIONS

None.

# MBE/WBE EFFORTS

Plans and specifications were sent to nineteen (19) plan rooms and construction services organizations for publication and use by the construction industry in Northern California. There are four (4) organizations on the distribution list that are directly involved with MBE/WBE contractors. There were sixteen (16) plan holders for this project, but none of them were certified as MBE/WBE contractors. City Council Del Paso Blvd. and Marysville Blvd. Interconnect System (PN:SB61) December 12, 1989 Page 3

# RECOMMENDATION

It is recommended that the City Council approve the appropriation of funds by adoption of the attached resolution, accept the low bid of Community Electric, Inc. in the amount of \$598,495.65 and award the contract.

Respectfully submitted,

THOMAS M. FINLEY Engineering Division Manager

Recommendation Approved:

WALTER J. SLIPE

City Manager

CONTACT PERSON

Verne Garcia Senior Electrical Engineer 449-5984

# AL:ms ED1-03.C 11.3089.1

Attachments

Approved:

Divector of Public

Décember 12, <sup>1</sup>1989 District No. 2

# RESOLUTION NO. 89-953

ADOPTED BY THE SACRAMENTO CITY COUNCIL

DEC 1 2 1989

OFFICE OF THE

APPROVED

ON DATE OF

# RESOLUTION APPROPRIATING FUNDS FOR DEL PASO BOULEVARD AND MARYSVILLE BOULEVARD INTERCONNECT SYSTEM AND IMPROVEMENTS (PN:SB61)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

- 1. Bids have been received for the Del Paso Boulevard and Marysville Boulevard Interconnect System and Improvements project and \$292,000 in additional funds are needed to award the contract.
- The Capital Improvement Program is hereby amended by defunding the following projects and returning the funds to the Major Street Construction Fund Contingency Reserve (209-710-7012-4999) as follows:

<u>Project Name</u>	<u>To</u>	<u>Amount</u>
E/F Street Two-Way Conversion	209-500-SA11	\$ 2,700
Stockton Blvd/Lawrence Signal	209-500-SA81-5001	13,100
Fruitridge Rd/Wallace		12 600
Signal Upgrade Broadway/16th Street	209-500-SB01-5001	12,600
Signal Upgrade	209-500-SB06-5001	24,400
Folsom Blvd/Bicentennial Signal	209-500-SB71	6,700
Franklin Blvd/Valley Hi Signal	209-500-SC41	30,300
Sutterville Rd/21st St Signal	209-500-SC56	6,100
Franklin Blvd/26th Ave Signal	209-500-SC61	10,600
Elk Grove-Florin/		
Fruitridge Signal	209-500-SD86	116,230

EST. TOTAL: \$222,730

3. The Capital Improvement Program is hereby further amended by appropriating \$222,730 from the Major Street Construction Fund Contingency Reserve (209-710-7012-4999) to the Del Paso Boulevard and Marysville Boulevard Interconnect System and Improvements project (PN:SB61) as follows:

FOR CITY CLERK USE ONLY

RESOLUTION NO.: \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

FROM	<u>TO</u>	AMOUNT
209-710-7012-4999	209-500-SB61-4820	<b>\$222,7</b> 30

4. The Capital Improvement Program is hereby further amended by transferring \$69,270 from the Miscellaneous Traffic signal Improvements project (209-500-SB46-4820) to the Del Paso Boulevard and Marysville Boulevard Interconnect System and Improvements project (PN:SB61) as follows:

FROM	TO	AMOUNT
209-710-SB46-4820	209-500-SB61-4820	\$ 69,270

5. The Capital Improvement Program is hereby further amended by removing the Elk-Grove/Fruitridge Signal Project (PN:SD86) from the 1989/90 Capital Improvement Program.

MAYOR

ATTEST:

CITY CLERK

AL:ms ED1-03.C 11.3089.1

FOR CITY CLERK USE ONLY

RESOLUTION NO .: \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_



#### DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY ENGINEERING DIVISION MANAGER

# CITY OF SACRAMENTO

927 TENTH STREET ROOM 200 SACRAMENTO, CA 95814-2705

916-449-8220

CONSTRUCTION SECTION 640 BERCUT DRIVE SUITE B SACRAMENTO, CA 95814-0131

916-449-5282

December 12, 1989

Budget and Finance Committee Sacramento, California

Honorable Members in Session:

SUBJECT: Del Paso Boulevard and Marysville Boulevard Interconnect System and Improvements (PN:SB61) - Fund Appropriation

# SUMMARY

Bids for the Del Paso Boulevard and Marysville Boulevard Interconnect System and Improvements project have been received and additional funding of \$292,000 is required to award the contract. Appropriation of funds is recommended.

## BACKGROUND

See the attached report to the City Council.

### FINANCIAL DATA

See attached report to the City Council.

A non-refundable fee of \$25.00 was charged for each set of plans and City specifications to cover reproduction costs.

### POLICY CONSIDERATIONS

None.

Budget and Finance Committee Del Paso Blvd. and Marysville Blvd. Interconnect System (PN:SB61) December 12 Page 2

MBE/WBE EFFORTS

None.

RECOMMENDATION

It is recommended that the Budget and Finance Committee recommend approval of the fund appropriation to the City Council.

Respectfully submitted,

THOMAS M. FINLEY Engineering Division Manager

Recommendation Approved:

Approved:

JACK R. CRIST Deputy City Manager MELVIN H. JOHNSON Director of Public Works

CONTACT PERSON

Verne Garcia Senior Electrical Engineer Phone: (916) 449-5984

AL:ms ED1-04.C 11.2789 December 12, 1989 District No. 2 CITY OF SACRAMENTO

SEALED PROPOSAL

DEC 1 2 1989

APPROVED

CO 89034

42

ADDENDUM NO. 1

(MUST BE SIGNED BY BIDDER) OFFICE OF THE

Sealed Proposal will be received not later than 10:30 A.M. on November 14, 1989, at the Office of the City Clerk, Room 304, Sacramento, California and opened at 10:30 A.M., or as soon thereafter as business allows, on November 14, 1989, in the Council Chamber, City Hall, Sacramento, California.

# TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

# DEL PASO BOULEVARD AND MARYSVILLE BOULEVARD LED INTERCONNECT SYSTEM AND IMPROVEMENTS PN:SB61 NOV 141989

in the City and County of Sacramento, California.

By the Office of the City Clerb

The work is to be done in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and Special Provisions all as on file in the Office of the City Clerk, at the following Unit Prices (Contract Lump Sum Price).

Item <u>No.</u>	Item	Estimated Quantity	Unit	Unit Price	Total
1.	12" Aggregate Base, 4" Asphaltic Concrete to Construct	4,241	SF	\$ 8.00	\$ <u>33,928.00</u>
2.	3-1/2" P.C. Concrete to Construct	3,140	SF	\$ <u>4</u> ,00	\$ 17,560.00
3.	Curb and Gutter No. 4 to Construct	445	LF	\$ 70.20	\$ 8,900.00
4.	Curb and Gutter No. 13 to Construct	105	LF	\$ 71.08	\$ 7, 705,00
5.	Curb No. 17 to Construct	865	LF	\$ 5.00	\$ 4, 325.00
6.	Double Pumper Fire Hydrant to Place	1	EA	\$7.500.00	\$ 7,500.00
7.	Curb, Gutter and Sidewalk to Remove	4,245	SF	\$ 10.00	\$ 75, 4.70.00

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			DEC	1 2 1989	ADDENDUM NO. 1
Item <u>No.</u>	Item	Estimated Quantity	OFFI CII Unit	Unit Price	Total
8.	Asphaltic Concrete Pavement Section to Remove	1,296	SF	\$_(p.08	\$ 7,776.00
9.	Traffic Median to Construct	2,440	SF	\$ 3.00	\$7,370.00
9A.	P.C. Concrete Traffic Median to Construct	360	SF	\$ 6.00	\$ 7,16000
10.	Chain Link Fence Section Remove and Relocate	1	JOB	\$ LUMP SUM	\$ 1,000.00
11.	Install Interconnect Cable In Existing Conduit	4,865	LF	\$ 1.05 Pt 975 Pt	\$ 51 08.75 11.3,220.0
12.	Install 2" Conduit	12,250 LED	) <sub>LF</sub>	\$ 3 25 \$	\$ 5-000 20 WW
$\frown$	interconnect Cable and Conductors	NOV 1419	)8 <b>9</b>		
(13.)	Install 3" Conduit Communication Cables and Conductors	5, 160 By the Uffice of the City	CIEFA	\$ 3.04 ft	\$ 15, 1086.40
14.	Install Galvanized Conduits Across Bridges	160	LF	\$ <u>31.75 ft</u>	\$ 5,000,000
15.	Install Telephone Riser and Conduit, Del Paso Blvd. and El Camino Avenue	1	JOB	\$ LUMP SUM	\$ 7/00.00
16.	Install Fire Alarm Riser and Conduit, Del Paso and Evergreen/Lampasas Ave.	1	JOB	\$ LUMP SUM	\$ <u>7,400. 30</u>
17.	Install Fire Alarm Riser, Marysville and Arcade	1	JOB	<u>\$ LUMP SUM</u>	\$ 400-20
18.	Install Interconnect Pedestals	5 4	EA	\$_1,100.00	\$ 4,400.00
19.	Controller Synchronization Uni	its 5	EA	\$ <u>7,800.00</u>	\$ <u>14,000-03</u>
20.	Install 3 pair interconnect cable in existing conduit - Arden Bus.80 WB offramp - Arde Bus.80 EB/WB on ramp.	1400 2n ·	LF	\$ 1.00	<u>\$ 1,400,2</u>
21.	Install New Traffic Signal Marysville Blvd. & Del Paso Bl		JOB	\$ LUMP SUM	\$ 64,9162.00
22.	Modify Traffic Signal Marysville Blvd. & Hagginwood	1 School	JOB	\$ LUMP SUM	\$ <u>20, 700, <sup>2</sup></u>
23.	Modify Traffic Signal Marysville Blvd. & Los Robles	l Blvd.	JOB	\$ LUMP SUM	\$ <u>Z.3, 320, - 0</u>

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Item <u>No.</u>	Item	Estimated Quantity	<u>Unit</u>	Unit Price	Total
24.	Modify Traffic Signal Marysville Blvd. & Arcade Blvd	1 1.	JOB	\$ LUMP SUM	\$ 10,500.00
25.	Modify Traffic Signal Marysville Blvd. & South Ave.			\$ LUMP SUM	\$(3,000
26.	Modify Traffic Signal Marysville Blvd. & Grand Ave.	broa		\$_LUMP_SUM_	\$62,9m-
27.	Add Fiber Optic Cable to Existing Conduit Where New Interconnect Cable is to be Installed	6,220FFICE	OTTHE Y	\$ 7,50	\$ <u>15,550.</u> 20
28.	Add Fiber Optic Cable to New Conduit Where New Interconnect Cable is to be Installed	14,360	LF	\$ 7.50	\$ <u>35,900.00</u>
29.	Add Fiber Optic Cable to Existing Conduit Where Interconnect Cable Exists	9,930 <b>FIL</b>		<u>\$ 7,50</u>	\$ <u>24,825.00</u> <b>598,495.65</b>
	Interconnect Cable EXIStS	NOV 1 By the Office of the	the	TOTAL	<u>s 498,495,2</u> 8

Note: The City reserves the right to delete Item 27 and/or Item 28 and/or Item 29, whichever is in the best interest of the City.

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or Notice to Proceed, whichever is applicable.

In determining the amount bid by each bidder, City shall 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 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.

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 a 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 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.

It is understood that this bid is based upon completion of the work to within a period

of <u>ONE HUNDRED TWENTY (120)</u> working days commencing on the date specified in the Notice to Proceed.

The amount of the liquidated damages to be paid by the Contractor for failure to complete the entire work by the Completion Date (as extended, if applicable) will be <u>FIVE HUNDRED AND NO/100 DOLLARS (\$500.00)</u> for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from Contractor's default.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work.

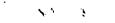
The undersigned has checked carefully all of the above figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

This proposal will not be withdrawn for the periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted according to Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$	not	less t	han ten percent	t (10%) of a	amount bid.	
	_CERTIFIED CHECK				FILED	
	MONEY ORDER		APPROVE		NOV 141989	
	CASHIERS'S CHECK	84 1444 1444 1444 1444 1444 1444 1444 1	DEC 1 2 1989	)	By the Office of the City Clerts	
X	_BID BOND	- 44. 2 - 24. - 24		E CONTRACTO		
Addendum	No. 1	;		СОММ		
Addendum	No. 2			By	lill	
Addendum	No. 3			Title	(Signature) WADE WHITE PRESIDENT	
Addendum	No. 4				2143 East Francisco Blvd. San Rafael, CA 94901	
				Telephone	No. (415) 257-3000	
Contracto	or's License:					
	ntractor's License N the bidder.	10	<b>323345</b> , C	lassificati	on <u>C-10, C-45</u>	is
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ORIGINAL, CO89034

# **CITY OF SACRAMENTO**

12/12/89 # 42

# DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY Engineering Division Manager

# CONTRACT SPECIFICATIONS FOR DEL PASO BOULEVARD AND MARYSVILLE BOULEVARD INTERCONNECT AND IMPROVEMENTS

PN:SB61

Non-Refundable Fee \$25.00

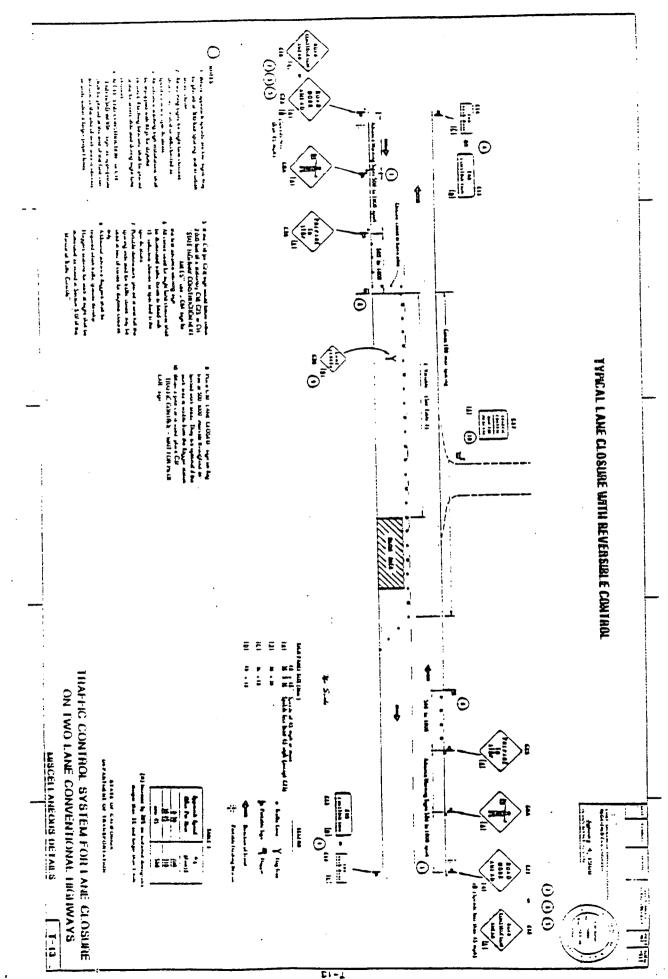
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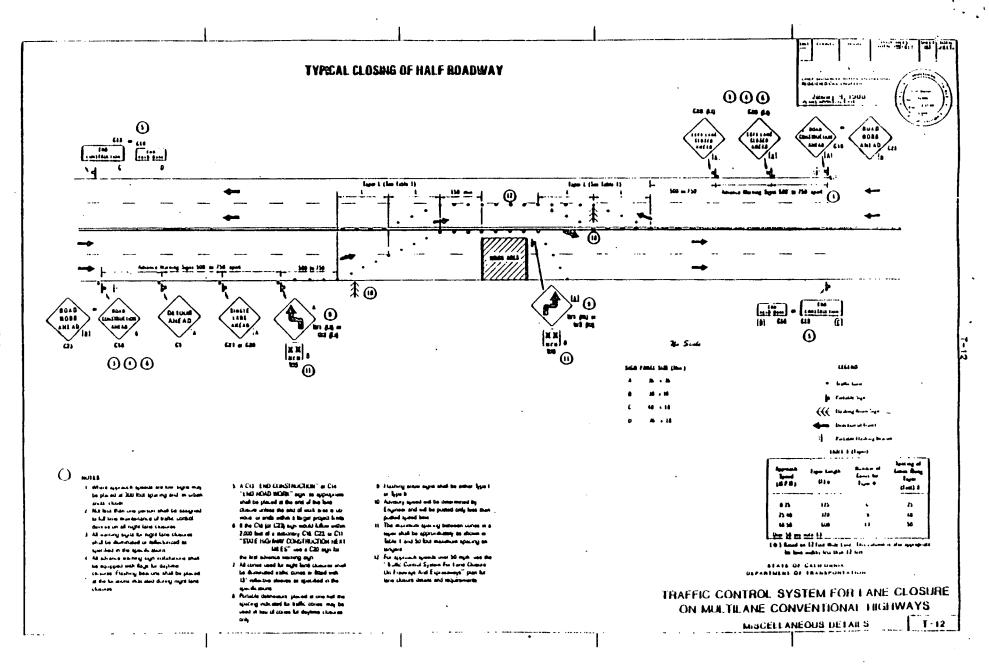
Separate Plans

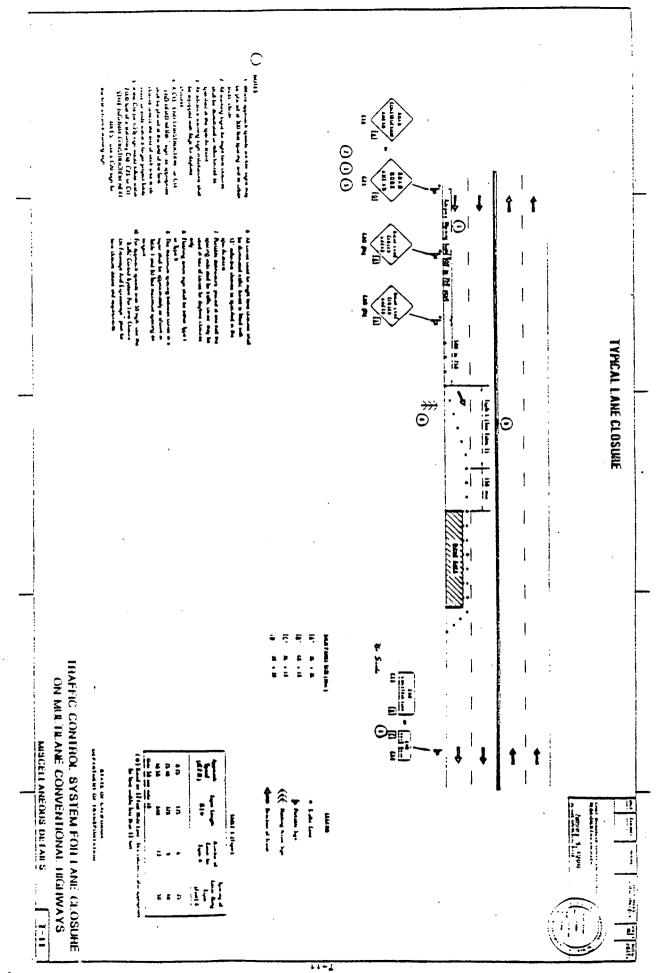
For Pre-Bid Information Call:

Angie Louie (916) 449-8221 Bids to be received before 10:30 A.M., Tuesday, November 14, 1989, at Room 304, City Hall 915 I Street Sacramento, CA 95814 ... 12



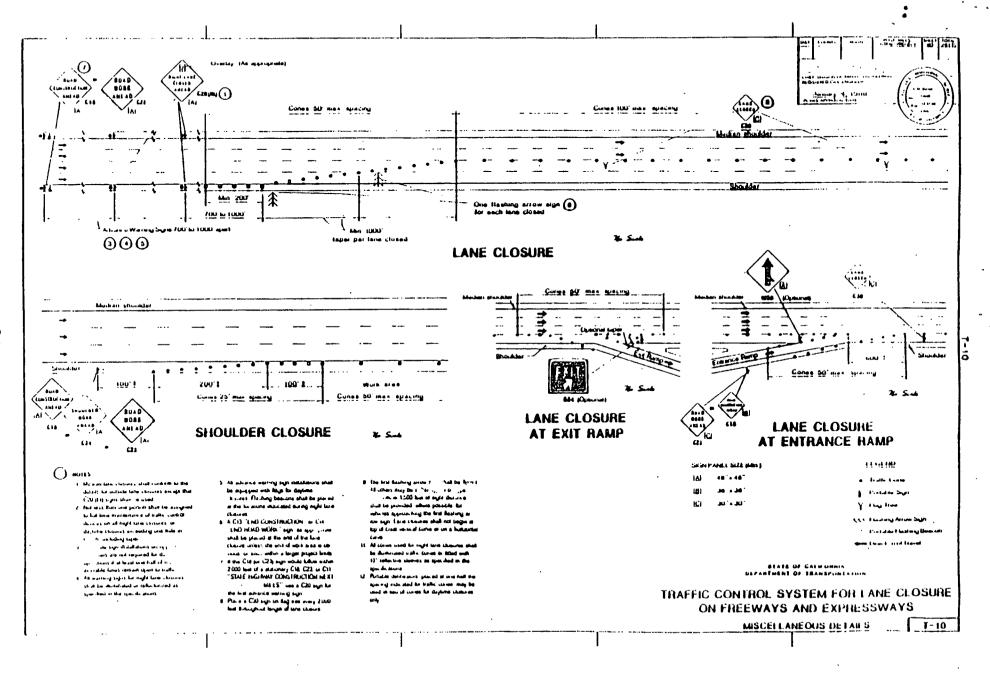
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completion and acceptance of the work one (1) set of as-built plans shall be submitted to the District

- 22. Bonding: This permit shall not be effective for any purpose unless, and until the permittee files with the Department a surety bond when required by the Department in the form and amount required by the Department A bond is not ordinarily required of any public corporation or publicly or privately-owned utility but will be required of any utility that fails to meet any obligation arising out of the work permitted or done under an Encruachment Permit or fails to maintain its plant work or facilities. The said bond shall remain in force for a period of one (1) year after acceptance of the work by the Department.
- 23. Maintenance of Highways: The permittee agrees by acceptance of a permit to properly maintain any encroachment. This will require inspection and repair of any damage to State facilities resulting from the encroachment.
- 24. Responsibility for Damage: The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any mannen for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee or for damage to property from any cause. The permittee snall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee persons employed by the permittee persons acting in behalf of the permittee, or damage to property arising out of work. or other activity permitted and done by the permittee under a permit or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State its officers or employees. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence. whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee or persons acting in behalf of the permittee.

25. Federal Civil Rights Requirements for Public Accommodation: A. The permittee, for himself, his personal representatives, successors in interest. and assigns, as part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, color, or national origin shall be excluded from participation in be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. 2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors, 3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating sleeping rest recreation), and operated on, over, or under the space of the right-of-way, and 4) that the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15. Code of Federal Regulations. Commerce and Foreign Trade, Subtitle A. Office of the Secretary of commerce. part 8 (15 C.F.R. Part 8) and as said Regulations may be amended. B. That in the event of breach of any of the above nondiscrimination covenants. the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities

thereon, and hold the same as if said permit had never been made or issued.

- 26. No Precedent Established: this permit is issued with the understanding that any particular action is not to be considered as establishing any precendent (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within right-of-way of State highways, or (2) as to any utility of the acceptability of any such permits as to any other or future situation.
- 27. Archaeological: The permittee shall cease work in the vicinity of any archaeological resources that are revealed. The Permit Engineer shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the Permit Engineer concerning the continuation of the work.
- 28. Future Moving of Installations: If the Encroachment Permit was issued at the request of the permittee, it is understood that whenever State construction, reconstruction or maintenance work on the highway requires the installation to be moved, adjusted or relocated, the permittee, at his sole expense, upon request of the Department, shall comply with said request.
- Wages: Construction. 29. Prevailing alteration, demolition, repair or maintenance work performed under a permit issued by the Department of Transportation may require the owner/permittee to pay all workers employed by the contractor and subcontractors the appropriate predetermined prevailing wage rates as set by the Director of the Department of Industrial Relations. See California Labor Code. Division 2. Part 7. (commencing with section 1720). Streets and Highways Code. Chapter 3. Article 2 Section 671.1, and Opinion of the Attorney General of the State of California, No. 86-803, dated December 31, 1986.

Inquiries or requests for interpretations relative to the enforcement of prevailing wage requirement should be directed to the State of California. Department of Industrial Relations. 525 Golden Gate Avenue. San Francisco. California 94102.

### DEPARTMENT OF TRANSPORTATION

#### ENCROACEMENT PERMIT GENERAL PROVISIONS DM M-P-202B (Rev. 1789)

- 1. Authority: Each Encroachment Permit is issued in accordance with Chapter 3 of Division 1, commencing with Section 660, et seq., of the Streets and Highways Code (SHC).
- 2. Revocation: Except as otherwise provided for public corporations, franchise holders, and utilities. Encroachment Permits are revocable on five (5) days' notice. These General Provisions, Utility Maintenance Provisions, and any Encroachment Permit issued hereunder are revocable or subject to modification or abrogation at any time, without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights, reserved rights, or any other agreements for operating purposes in the State highway right-of-way.
- 3. Responsible Party: No party other than the named permittee or their agent is authorized to work under any permit.
- 4. Acceptance of Provisions it is understood and agreed by the permittee that the doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.
- 5. Notice Prior to Starting Work: Before starting work under the Encroachment Permit, the permittee shall notify the designated Department representative two (2) working days prior to initial start of work. When work has been interrupted for more than five (5) working days, an additional 24-hour notification is required before restarting work unless a pre-arranged agreement has been made with the Department's representative. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the Departinent's representative.
- 6. Standards of Construction: All work performed within the highway shall conform to recognized standards of construction and the current Department Standard Specifications, Standard Plans and Manual on High and Low Risk Facilities Within Highway Rights-of-Way and any Special Provisions relating thereto.
- 7. Inspection and Approval by the Department: All work shall be subject to monitoring, inspection, and approval by the Department. The permittee shall request a final inspection and acceptance of the work.
- 8 Keep Permit on the Work Site: The Encroachment Permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the Department or any law enforcement officer on demand. WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.

- 9. Conflicting Permits: If a prior encroachment conflicts with the proposed work, the new permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at no expense to the Department.
- 10. Permits From Other Agencies: The party or parties to whom a permit is issued shall whenever required by law, secure the written authorization for any work that must be approved by the Public Utilities Commission (PUC) of the State of California, CAL-OSHA, or any other public agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the Department's permit.
- 11. **Provisions for Pedestrians:** Where facilities exist a minimum sidewalk and bikepath width of four feet (4) shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.
- 12. Protection of Traffic: Adequate provisions shall be made for the protection of the traveling public. Warning signs. lights and safety devices and other measures required for the public safety, shall conform to the requirements of the Manual of Traffic Controls issued by the Department. Traffic control for day or nighttime lane closures shall be in conformance with Department Standard Plans for Traffic Control Systems. Nothing in the permit is intended, as to third parties. to impose on permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law.
- 13. Minimum Interference with Traffic: All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the instructions to Flaggers pamphlet and/or Manual of Traffic Controls for Construction and Maintenance Work Zones issued by the Department.
- 14. Storage of Equipment and Materials: The permittee shall install temporary railing(Type K) between any lane carrying public traffic and any obstacle material stored, or equipment parked within twelve feet (12') of the lane

Utilities are subject to the provisions of Section 22512 of the California Vehicle Code (CVC).

- 15. **Care of Drainage:** If the work contemplated in any Encroachment Permit shall interfere with the established drainage, ample provision shall be made by the permittee to provide for it as may be directed by the Department.
- 16. Making Repairs: In every case, the permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the State highway facility which has been excavated or otherwise disturbed by permittee. The permittee shall maintain the surface over facilities placed under any permit. If the highway is not restored as herein provided for, or if the Department elects to make repairs, permittee agrees by acceptance of permit to bear the cost thereof.
- 17. Permits for Record Only: If occupation of highway right-of-way is under joint use agreement or under prior easement, Encroachment Permits will be issued to the permittee for the purpose of providing the Department with notice and a record of work. The permit will also specify the current terms and conditions relating to public safety. No new or different rights or obligations are intended to be created by the permit in such cases, and all such prior rights shall be fully protected. Encroachment Permits Issued in such cases shall have designated across the face thereof, "Notice and Record Purposes Only". (District Office of Right of Way must give approval for this designation)
- 18. Clean Up Right-of-Way: Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right-of-way shall be left in as presentable a condition as existed before work started.
- 19. **Cost of Work:** Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work withing the State right-of-way pursuant to this Encroachment Permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the State for such work.
- 20. Actual Cost Billing: When the permittee is to be billed actual costs (as indicated on the face of the permit), such costs will be at the current hourly rate established by the Department for Encroachment Permits.
- 21. Submit Plan: For installation of all underground facilities, and all surface work or other activity of consequence, the permittee shall furnish live (5) sets of plans showing location and construction or other activity with its application. Thirty (30) days after

DEPARTMENT OF TRANSPORTATIO ENCROACHMENT PERMIT DM-M-P-202A(REV 2/82)	JN (CALTRANS)	Permit No. 0389-NSN0858	
In compliance with (check of	one):	Dist/Co/Rte/ 03-SAC-51-4.	
X_Your application of SEPT		Date October 17,	1989
Utility Notice No	of	Fee Paid \$N/A Bond Amount	Deposit \$N/A
Agreement No	of	SN/A Bond Company	
R/W Contract No.	of	Bond Number	·····
TO: City of Sacramento 927 Tenth Street, f Sacramento, CA 9583		, PERMITTEE	
and subject to the following	ng, PERMISSION IS H	EREBY GRANTED to:	

Place one 3-pair interconnect cable in existing conduit between the traffic signals at the intersections of the State Highway 51 (Business 80) ramps and interconnect to the City's traffic signals along Arden Way.

 Notwithstanding General Provision #3, your contractor is required to apply for and obtain an encroachment permit prior to starting work.
 Traffic control shall be as approved by Caltrans representative.
 Permittee shall contact State Inspector Kenn Layne, telephone (916) 327-4835, two working days prior to commencing work, to arrange a pre-job meeting, in accordance with Provision 5 of the attached General Provisions. The 24 hour notification before restarting work, provided by Provision 5, shall be strictly adhered to. All work shall be conducted and completed to the satisfaction of the Department of Transportation's representative listed below. Immediately following completion of the work permitted herein, the Permittee shall fill out and mail the Notice of Completion attached to this permit.

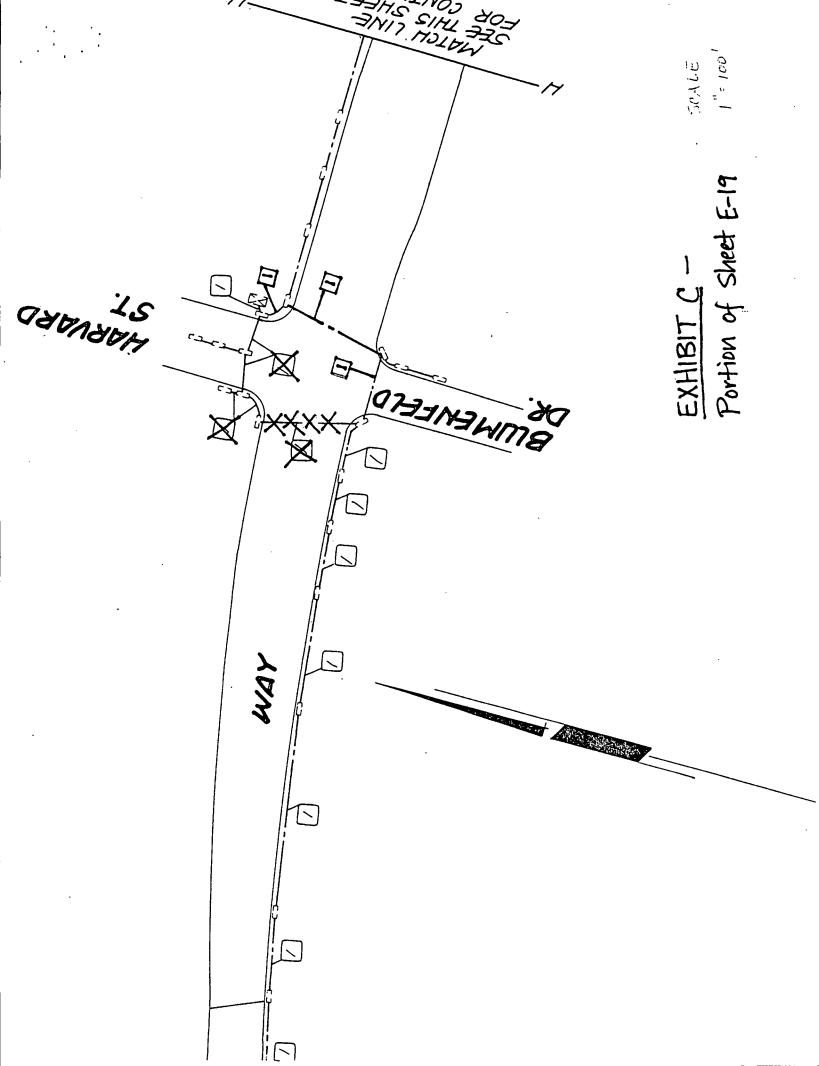
The following applicable):	attachments are also included as part of this permit (Check	In addition to fee the permittee will be billed actual costs for:
<u>X</u> Yes	General Provisions	_ Yes X Ho Review
_ Yes <u>X</u> No	Utility Maintenance Provisions	Yes X No Inspection
<u>X</u> Yes _ No	Special Provisions; TRAFFIC CONTROL	X Yes Field Work
_ Yes <u>X</u> Ho	A Cal-OSHA permit required prior to beginning work: <b># PLAN ATTACHED</b>	(If any Caltrans effort expended)

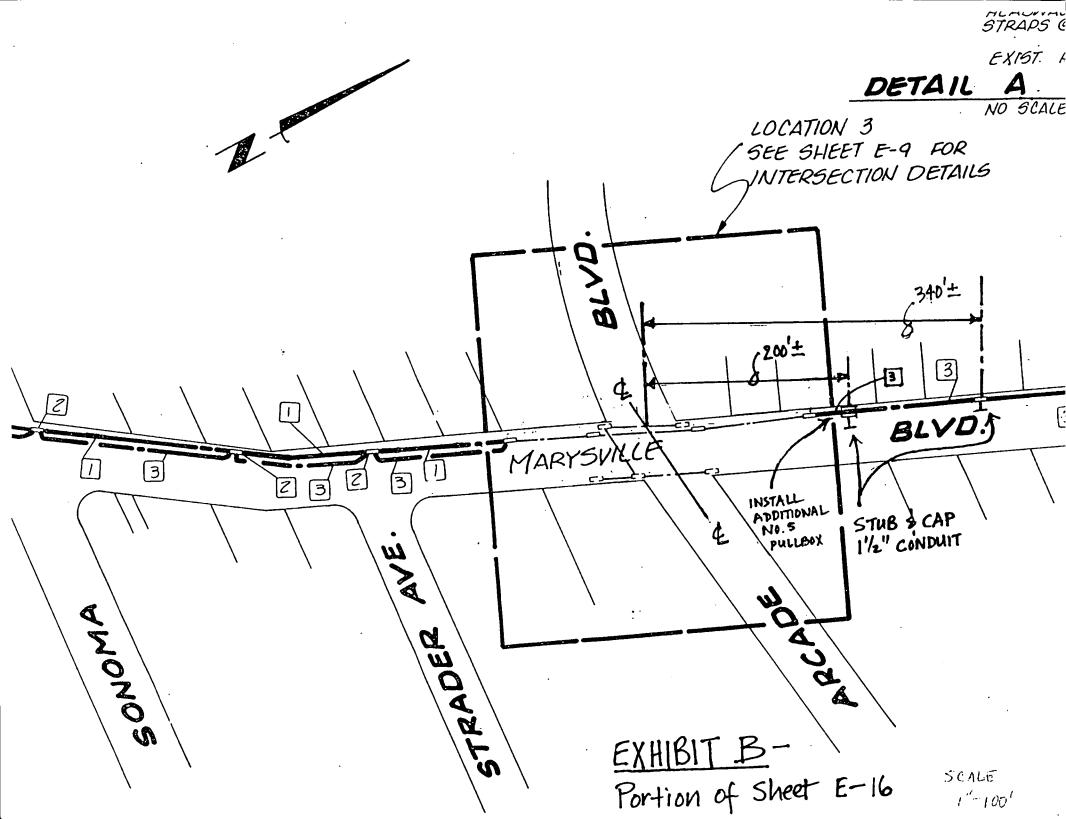
 $\_$  Yes X N.A. The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

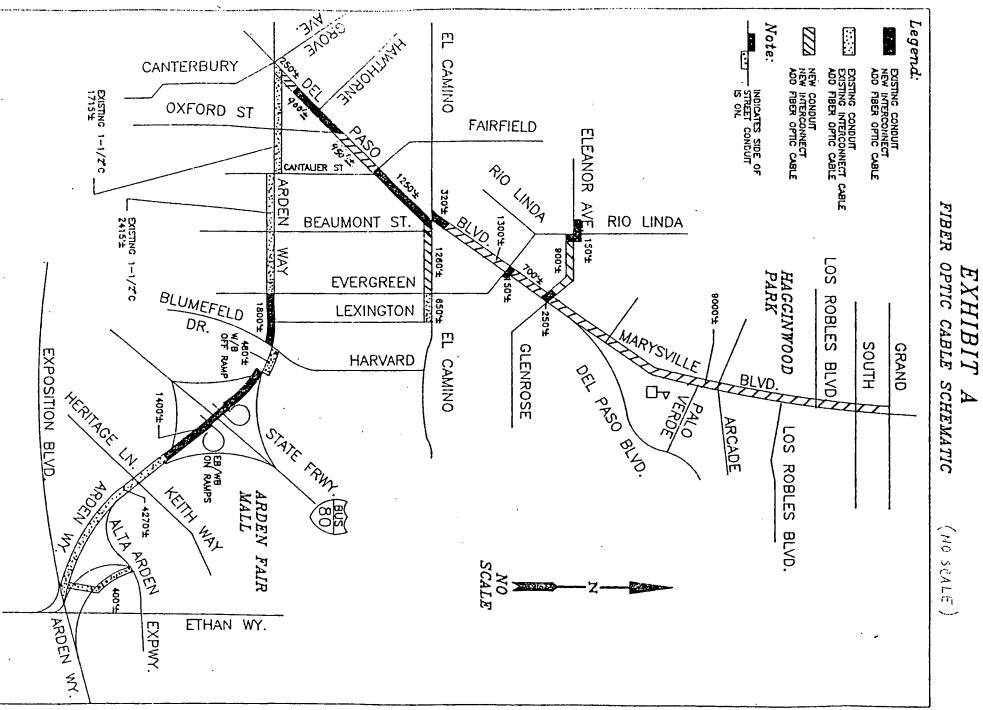
This permit is void unless the work is completed before AUGUST 1, 1990 This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

Kenn Layne 2805 8 Street Sacramento, CA 95816 (916) 327-4835	APPROVED: Robert O. Watkins, District Director
cc John Qualls, South Region	BY: Malar'd. Shurt
DUS	William T. Smith, Encroachment Permit Engineer

1







allowed at termination points. No splicing shall be allowed between controller cabinets or interconnect pedestals. The ends of all cables shall be taped and made waterproof by dipping in an approved sealer prior to being installed in the conduit and prior to being left overnight. All cables including fiber optic cable, interconnect cable, and communication cable shall be installed only under dry conditions.

- 5. The following sentence shall be added under the <u>Conduits</u> section of the Special Provisions, page 23:
  - e. All conduits shall be installed at least 24 inches from any manhole or valve covers.
- 6. The Caltrans encroachment permit is attached; in addition, the paragraph on Page 6 of the Special Provisions, "<u>Caltrans Encroachment Permit</u>" shall be deleted and be replaced with the following:

#### Caltrans Encroachment Permit

The work between Arden Way at Business 80 westbound off-ramp and Arden Way at Business 80 eastbound/westbound on-ramps is in the State Highway right-of-way. The City has obtained from Caltrans an encroachment permit for this work. The Contractor shall conform to all applicable provisions of the encroachment permit which is attached as part of Addendum No. 1 and shall be made part of the Special Provisions. The Contractor shall also obtain an encroachment permit from Caltrans, District 3, Encroachment Permit Engineer (William T. Smith, 703 "B" Street, Marysville, CA 95901, (916) 741-4401) prior to beginning work within State right-of-way.

- 7. The following changes shall be made to the Plans (refer to attached Exhibits B and C).
  - a. Exhibit B Portion of Sheet E-16

The portion of the conduit run on the west side of Marysville Boulevard shall include a new No. 5 pullbox with a 1-1/2" conduit stub and cap placed 200'+ south of the center line of Arcade Boulevard. The interconnect cable and 1 # 10 THW conductor shall be pulled through the new No. 5 pullbox. Also, the new No. 5 pullbox to be installed 340'+ south of the centerline of Arcade Boulevard shall have a 1-1/2" conduit stub and cap.

b. Exhibit C - Portion of Sheet E-19

At Arden Way/Harvard St./Blumenfeld Dr., the existing conduit crossing the west leg of Arden Way shall be deleted and drawn on the east leg. The interconnect cable and 1# 10 THW ground conductor shall be installed through the existing conduit crossing the south leg (Blumenfeld Drive), through the conduit crossing the east leg of Arden Way, through the Northeast corner conduit run, and through the conduit into the controller cabinet.

AL:eh SB61 11/6/89

# Item No. 29 - Add Fiber Optic Cable to Existing Conduit where Interconnect Cable Exists

The work to be performed for this items includes furnishing and installing a new fiber optic cable in existing traffic signal and street lighting conduits where interconnect cable exists and no new interconnect cable is to be added. Fiber optic cable shall be added to the following street sections:

Arden Way - Del Paso/Canterbury/Grove Avenue to Evergreen Avenue; Business 80 Eastbound/Westbound On-Ramps to Ethan Way/Exposition Blvd.

See EXHIBIT  $\Lambda$  for a schematic of the existing conduit systems where fiber optic cable is to be added.

<u>Payment</u> shall be at the unit price bid per lineal foot of fiber optic cable installed and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in this item as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

 The following shall be a new specification added to III. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS section of the Special Provisions:

# Fiber Optic Cable

Fiber Optic Cable shall be compliant with EIA and ANSI standards. The fiber optic cable shall have twelve (12) multimode 62.5 micron core fibers with a lightpack gel-filled core and a steel reinforced crossply sheath. The fiber optic cable shall also comply with the following specifications:

Coating diameter: Cladding diameter: Core diameter Core eccentricity	250 microns 125.0 microns 62.5 microns 7.5% maximum (typical value 1.5%)
Core orality:	20% maximum (typical value 1%)
Refractive index delta Numerical aperture Attenuation range	2.0% 0.29 (theoretical) MIFL 1.0 to 2.0 dB/KM @ 1300 nm
Band width range	300 to 1000 MHz-KM @ 1300 nm
Cable tensile load rating Cable minimum bending radius	600 lbs. 10 times cable diameter under no load (0-180 lbs) 20 times cable diameter under load (181-600 lbs).

Cable shall be AT&T 3DAX - 012/HXM-FB6, Comcode 105,839, 013 or approved equal.

Λ. <u>Fiber Optic Cable Installation</u> - Fiber optic cable shall be installed in new or existing conduits between termination points. Termination points are identified as controller cabinets and interconnect pedestals. As much slack cable as practical shall be left in each pull box and at each termination point subject to the approval of the Engineer. Cutting of the fiber optic cable shall only be The fire hydrant tee, lead, and gate value shall be paid for with this item of the proposal.

Also included with this item of the proposal will be the removal of the existing standard fire hydrant, tee, gate valve, and reconnecting the existing main.

<u>Payment</u> for Double Pumper fire hydrant shall be at the contract unit price indicated on the proposal per each and shall include compensation for furnishing all labor, materials, tools, equipment and incidentals required for clearing, trenching, installing, testing, disinfecting, backfilling, and surface restoring as indicated on the plans including removal of the existing fire hydrant.

3. The following items shall be added to II. <u>ITEMS OF THE PROPOSAL</u> section of the Special Provisions:

### Item No. 9A - Portland Cement Concrete Traffic Median to Construct

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This item shall consist of constructing portland cement concrete median at the location and details shown on the plans and shall conform to the applicable requirements of Section 24 and 38 of the Standard Specifications.

<u>Payment</u> for this item shall be at the unit price bid per square foot of portland cement concrete traffic median to place, which price and payment shall include full compensation for furnishing and placing all portland cement concrete, reinforcing steel, and required form work, and for furnishing all tools, labor, equipment and doing all work necessary to complete this item.

# Item No. 27 - Add Fiber Optic Cable to Existing Conduit where New Interconnect Cable is to be Installed

The work to be performed for this item includes furnishing and installing a new fiber optic cable in existing conduit where new interconnect is to be installed as shown on the plans and as called for in the Special Provisions.

<u>Payment</u> shall be at the unit price bid per lineal foot of fiber optic cable installed and shall include full compensation for furnishing all labor material, tools, equipment and incidentals, and for doing all work involved in this item as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

# Item No. 28 - Add Fiber Optic Cable to New Conduit Where New Interconnect Cable is to be Installed

The work to be performed for this item includes furnishing and installing a new fiber optic cable in new conduit where new interconnect cable is to be installed as shown on the plans and as called for in the Special Provisions. Costs associated with the installation of the conduit shall be paid for under separate bid items.

<u>Payment</u> shall be at the unit price bid per lineal foot of fiber optic cable installed and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in this item as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer. ADDENDUM NO. 1

November 6, 1989

APPROVED BY THE CITY COUNCIL

DEC 1 2 1989

OFFICE OF THE

FILED

# CONTRACT SPECIFICATIONS FOR

# DEL PASO BOULEVARD AND MARYSVILLE BOULEVARD

# INTERCONNECT AND IMPROVEMENTS

PN:SB61

By the

NOV 14 1989

Office of the City Clerk

Bids to be Received: November 14, 1989

This addendum is applicable to work designated herein and shall be a part of and be

included in the Contract. The Contractor shall acknowledge his acceptance of this addendum by writing the number designation of the addendum on the Proposal Form.

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- Remove the blue Sealed Proposal sheets and replace with the green Sealed Proposal sheets. The changes include quantity revisions for Item Nos. 1, 2, 3, 7 and 8; revisions to Item Nos. 5, 6; new bid Item Nos. 9A, 27, 28, and 29; inclusion of clause, "The City reserves the right to delete Item 27 and/or Item 28 and/or Item 29, whichever is in the best interest of the City."
- 2. The following changes shall be made to the following items in II. ITEMS OF THE PROPOSAL section of the Special Provisions:

<u>Item No. 5 - Curb No. 17, Modified. to Construct</u>, item description and paragraph 1 shall be changed to read as follows:

Item No. 5 - Curb No. 17 to Construct

Portland cement concrete curb no. 17 shall be constructed to the details shown on the plans or as directed by the Engineer and shall conform to the applicable requirements of sections 24 and 38 of the standard specifications.

Item No. 6 - Water Valve Box, to Adjust, shall be deleted in its entirety and replaced with the following:

Item No. 6 - Double Pumper Fire Hydrant to Place

Double Pumper fire hydrants shall be placed as shown on the plans and will conform to Sections 10 and 27 of the Standard Specifications.



RECEIVED

COMMUNITY ELECTRIC

#### DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY ENGINEERING DIVISION MANAGER CITY OF SACRAMENTO

PN:SB61

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927 TENTH STREET ROOM 200 SACRAMENTO, CA 95814-2705

916-449-8220

CONSTRUCTION SECTION 640 BERCUT DRIVE SUITE B SACRAMENTO, CA 95814-0131

916-449-5282

November 6, 1989

DEC 1 2 1989

APPROVED

BY THE CITY COUNCIL

OFFICE OF THE

To Whom It May Concern:

Enclosed herewith is Addendum No. 1 to the Plans and Specifications for the Del Paso Boulevard and Marysville Boulevard Interconnect System and Improvements project.

Please attach this Addendum to your bid and acknowledge by initialling on the Sealed Proposal Form.

Sincerely,

expell

for THOMAS M. FINLEY Engineering Division Manager

TMF:AL:eh SB61

Enclosure

# FILED

NOV 14 1989

By the Office of the City Clerk

NAME AND LICENSE NUMBER OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	DESCRIPTION OF WORK TO BE PERFORMED BY SUBCONTRACTOR Paving E Concrete		TOTAL DOLLAR AMOUNT OP CONTRACT \$117,144.00				ENTER DB OR WBE STATUS AND CERTIFICATION NUMBER					SUBCONTRATOR FEDERAL TAX I.D. #		
Rio 10 Bros. 282751	Z33B VerNON St Roseville 95678														
		<b>FILED</b> NOV 1 4 1989	By the Office of the City Clerk	۰. بر این		DATE BID OPENED $11-14-8-9$ EMPLOYEE INITIALS $-73$ $0$ MARK ONE BOX FOR EACH ITEM ONLY	BID SECURITY	( ) NONE REQUIRED ( ) PROPERLY SIGNED	BID DEPOSIT TYPE	<ul> <li>CALIF. BANK CASHIER'S CHECK</li> <li>CERTIFIED CHECK</li> </ul>	( ) CASH - ( ) CALIF. BANK M:ONEY ORDER	AFTER AWARD OF BID	( ) SECURITY RETURNED .	EMPLOYEE INITIALS and DATE 12-18-89	
				OFFICE OF THE CITY C・ ででく	DEC 1 2 1989	APPROVED BY THE CITY COUNCIL		BIDDER BY	<u>ull</u> (41!	NITY EL DU 5) 257-3	W P 000	/ADE RES	WHIT		
	COMMUN	COMMUNITY ELECTRIC, INC.					94-2182575 BIDDER'S CONTRACTOR LICENSE #: 323345					575			

DESIGNATION OF SUBCONTRACTORS

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RECEIVED

NOV 9 1989

COMMUNITY ELECTRIC

#### DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY ENGINEERING DIVISION MANAGER

# CITY OF SACRAMENTO

PN:SB61

927 TENTH STREET ROOM 200 SACRAMENTO, CA 95814-2705

916-449-8220

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for THOMAS M. FINLEY Engineering Division Manager

TMF: AL: eh SB61

Enclosure

# FILED

NOV 1 4 1989

By the Office of the City Clerk

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# ADDENDUM NO. 1

Main

# November 6, 1989

### CONTRACT SPECIFICATIONS FOR

# DEL PASO BOULEVARD AND MARYSVILLE BOULEVARD

### INTERCONNECT AND IMPROVEMENTS

#### PN:SB61

NOV 1 4 1989

FILED

By the Office of the City Clerk

Bids to be Received: November 14, 1989

This addendum is applicable to work designated herein and shall be a part of and be included in the Contract. The Contractor shall acknowledge his acceptance of this addendum by writing the number designation of the addendum on the Proposal Form.

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- 1. Remove the blue Sealed Proposal sheets and replace with the green Sealed Proposal sheets. The changes include quantity revisions for Item Nos. 1, 2, 3, 7 and 8; revisions to Item Nos. 5, 6; new bid Item Nos. 9A, 27, 28, and 29; inclusion of clause, "The City reserves the right to delete Item 27 and/or Item 28 and/or Item 29, whichever is in the best interest of the City."
- 2. The following changes shall be made to the following items in II. ITEMS OF THE PROPOSAL section of the Special Provisions:

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Item No. 6 - Water Valve Box, to Adjust, shall be deleted in its entirety and replaced with the following:

Item No. 6 - Double Pumper Fire Hydrant to Place

Double Pumper fire hydrants shall be placed as shown on the plans and will conform to Sections 10 and 27 of the Standard Specifications.

The fire hydrant tee, lead, and gate valve shall be paid for with this item of the proposal.

Also included with this item of the proposal will be the removal of the existing standard fire hydrant, tee, gate valve, and reconnecting the existing main.

<u>Payment</u> for Double Pumper fire hydrant shall be at the contract unit price indicated on the proposal per each and shall include compensation for furnishing all labor, materials, tools, equipment and incidentals required for clearing, trenching, installing, testing, disinfecting, backfilling, and surface restoring as indicated on the plans including removal of the existing fire hydrant.

3. The following items shall be added to II. <u>ITEMS OF THE PROPOSAL</u> section of the Special Provisions:

### Item No. 9A - Portland Cement Concrete Traffic Median to Construct

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# Item No. 27 - Add Fiber Optic Cable to Existing Conduit where New Interconnect Cable is to be Installed

The work to be performed for this item includes furnishing and installing a new fiber optic cable in existing conduit where new interconnect is to be installed as shown on the plans and as called for in the Special Provisions.

<u>Payment</u> shall be at the unit price bid per lineal foot of fiber optic cable installed and shall include full compensation for furnishing all labor material, tools, equipment and incidentals, and for doing all work involved in this item as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

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The work to be performed for this items includes furnishing and installing a new fiber optic cable in existing traffic signal and street lighting conduits where interconnect cable exists and no new interconnect cable is to be added. Fiber optic cable shall be added to the following street sections:

Arden Way - Del Paso/Canterbury/Grove Avenue to Evergreen Avenue; Business 80 Eastbound/Westbound On-Ramps to Ethan Way/Exposition Blvd.

See EXHIBIT  $\Lambda$  for a schematic of the existing conduit systems where fiber optic cable is to be added.

<u>Payment</u> shall be at the unit price bid per lineal foot of fiber optic cable installed and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in this item as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

1. The following shall be a new specification added to III. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS section of the Special Provisions:

#### Fiber Optic Cable

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1-4-

Fiber Optic Cable shall be compliant with EIA and ANSI standards. The fiber optic cable shall have twelve (12) multimode 62.5 micron core fibers with a lightpack gel-filled core and a steel reinforced crossply sheath. The fiber optic cable shall also comply with the following specifications:

Coating diameter:	250 microns
Cladding diameter:	125.0 microns
Core diameter	62.5 microns
Core eccentricity	7.5% maximum
	(typical value 1.5%)
Core orality:	20% maximum
	(typical value 4%)
Refractive index delta	2.0%
Numerical aperture	0.29 (theoretical)
Attenuation range	MIFL 1.0 to 2.0 dB/KM @
	1300 nm
Band width range	300 to 1000 MHz-KM @
	1300 nm
Cable tensile load rating	600 lbs.
Cable minimum bending radius	10 times cable diameter
	under no load (0-180 lbs)
	20 times cable diameter
	under load (181-600 lbs)
Cable tensile load rating	300 to 1000 MHz-KM @ 1300 nm 600 lbs. 10 times cable diameter under no load (0-180 lbs)

Cable shall be AT&T 3DAX - 012/HXM-FB6, Comcode 105,839, 013 or approved equal.

A. <u>Fiber Optic Cable Installation</u> - Fiber optic cable shall be installed in new or existing conduits between termination points. Termination points are identified as controller cabinets and interconnect pedestals. As much slack cable as practical shall be left in each pull box and at each termination point subject to the approval of the Engineer. Cutting of the fiber optic cable shall only be allowed at termination points. No splicing shall be allowed between controller cabinets or interconnect pedestals. The ends of all cables shall be taped and made waterproof by dipping in an approved sealer prior to being installed in the conduit and prior to being left overnight. All cables including fiber optic cable, interconnect cable, and communication cable shall be installed only under dry conditions.

- 5. The following sentence shall be added under the <u>Conduits</u> section of the Special Provisions, page 23:
  - e. All conduits shall be installed at least 24 inches from any manhole or valve covers.
- 6. The Caltrans encroachment permit is attached; in addition, the paragraph on Page 6 of the Special Provisions, "<u>Caltrans Encroachment Permit</u>" shall be deleted and be replaced with the following:

### Caltrans Encroachment Permit

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1-9...

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- 7. The following changes shall be made to the Plans (refer to attached Exhibits B and C).
  - a. Exhibit B Portion of Sheet E-16

The portion of the conduit run on the west side of Marysville Boulevard shall include a new No. 5 pullbox with a 1-1/2" conduit stub and cap placed 200'+ south of the center line of Arcade Boulevard. The interconnect cable and 1 # 10 THW conductor shall be pulled through the new No. 5 pullbox. Also, the new No. 5 pullbox to be installed 340'+ south of the centerline of Arcade Boulevard shall have a 1-1/2" conduit stub and cap.

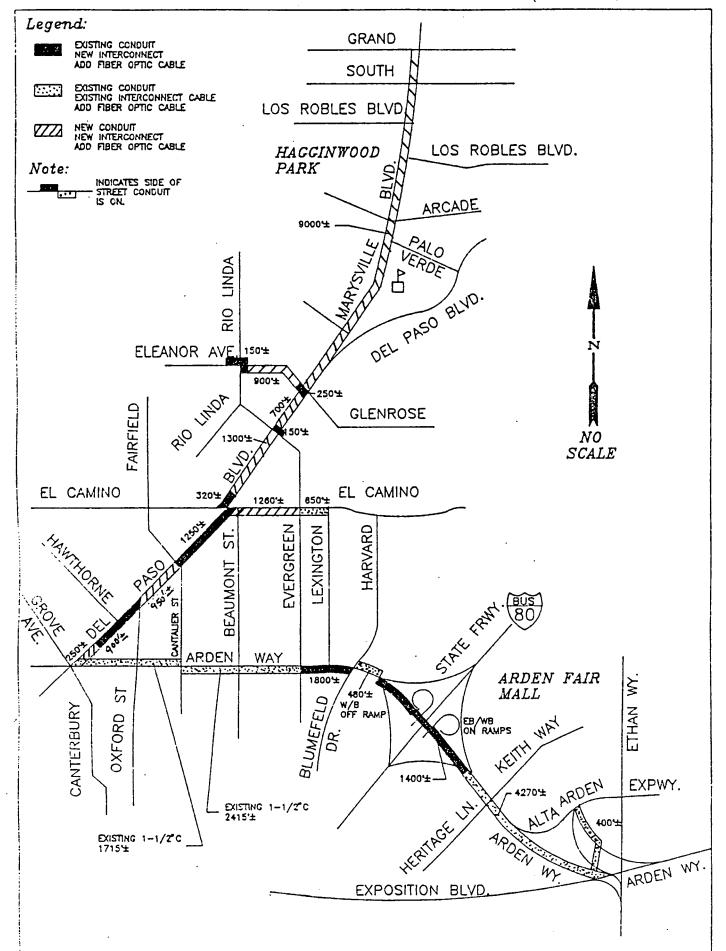
b. Exhibit C - Portion of Sheet E-19

At Arden Way/Harvard St./Blumenfeld Dr., the existing conduit crossing the west leg of Arden Way shall be deleted and drawn on the east leg. The interconnect cable and 1# 10 THW ground conductor shall be installed through the existing conduit crossing the south leg (Blumenfeld Drive), through the conduit crossing the east leg of Arden Way, through the Northeast corner conduit run, and through the conduit into the controller cabinet.

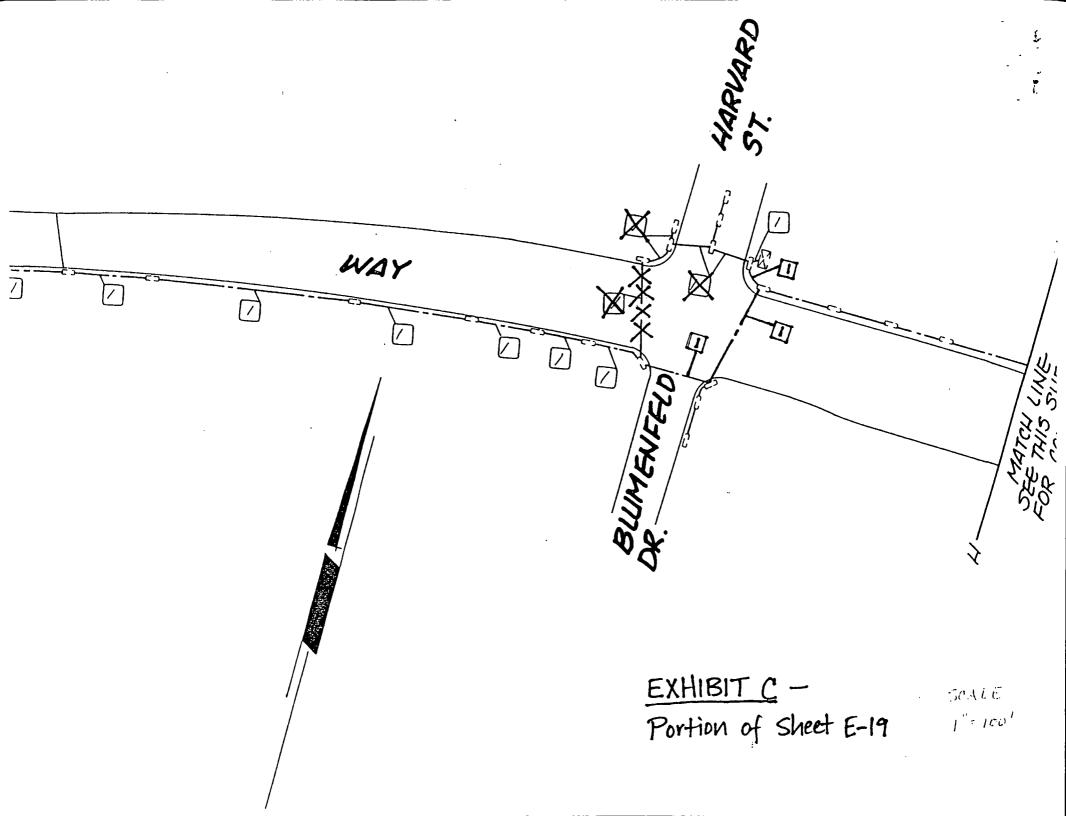
AL:eh SB61 11/6/89

EXHIBIT A FIBER OPTIC CABLE SCHEMATIC (NO SCALE)

1 4.0



STRAPS ( EXIST. . DETAIL A: NO SCALI T. LOCATION 3 SEE SHEET E-9 FOR INTERSECTION DETAILS BLVD 340'± 200'± 3 团 ¢ 2 BLVDT  $\left[ 1 \right]$ MARYSVILLE 3 1 2 3 2 З INSTALL ADDITIONAL NO.5 PULLBOX STUB & CAP 11/2" CONDUIT 4 AVE PPC POE SONOMA R STRADER EXHIBIT B-Portion of Sheet E-16 SCALE 1-1001



- VERMANINENT OF IRANSPURIALIUM (CACIR		
ENCROACHMENT PERMIT OM-M-P-202A(REV 2/82)	Permit No. 0389-NSN0858	
In compliance with (check one):	Dist/Co/Rte/PM 03-SAC-51-4.06 Date	
X_Your application of <u>SEPTEMBER 28</u> ,	1989 October 17, 1989 Fee Paid Deposi	<del></del>
Utility Notice No	of \$N/A \$N/A Bond Amount	
Agreement No	of \$N/A Bond Company	<u> </u>
_R/W Contract Noc	Df Bond Number	
TO: City of Sacramento 927 Tenth Street, Room 200 Sacramento, CA 95814	, PERMITTEE	

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Place one 3-pair interconnect cable in existing conduit between the traffic signals at the intersections of the State Highway 51 (Business 80) ramps and interconnect to the City's traffic signals along Arden Way. 1. Notwithstanding General Provision #3, your contractor is required to

apply for and obtain an encroachment permit prior to starting work. 2. Traffic control shall be as approved by Caltrans representative. Permittee shall contact State Inspector Kenn Layne, telephone (916) 327-4835, two working days prior to commencing work, to arrange a pre-job meeting, in accordance with Provision 5 of the attached General Provisions. The 24 hour notification before restarting work, provided by Provision 5, shall be strictly adhered to. All work shall be conducted and completed to the satisfaction of the Department of Transportation's representative listed below. Immediately following completion of the work permitted herein, the Permittee shall fill out and mail the Notice of Completion attached to this permit.

The following applicable):	attachments are also included as part of this permit (Check	In addition to fee the permittee will be billed actual costs for:
X Yes Yes X No	General Provisions Utility Maintenance Provisions	Yes X Ho Review Yes X No Inspection
<u>X</u> Yes _ No _ Yes <u>X</u> No	Special Provisions; TRAFFIC CONTROL A Cal-OSHA permit required prior to beginning work: # PLAN ATTACHED	X Yes Field Work (If any Caltrans effort expended)

\_Yes X N.A. The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before AUGUST 1, 1990 This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

Kenn Layne 2805 8 Street Sacramento, CA 95816 (916) 327-4835	APPROVED: Robert O. Watkins, District Director
cc John Qualls, South Region	BY: Miller J. Drug I
DUS	William T. Smith, Encroachment Permit Engineer

#### DEPARTMENT OF TRANSPORTATION

#### ENCROACIEMENT PERMIT GENERAL PROVISIONS DM M (2028) Rev. 1789

- 1. Authority: Each Encroachment Permit is issued in accordance with Chapter 3 of Division 1, commencing with Section 660, et seq. of the Streets and Highways Code (SHC).
- 2. Revocation: Except as otherwise provided for public corporations, franchise holders, and utilities. Encroachment Permits are revocable on five (5) days notice. These General Provisions. Utility Maintenance Provisions and any Encroachment Permit issued hereunder are revocable or subject to modification or abrogation at any time, without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights, reserved rights, or any other agreements for operating purposes in the State highway right-of-way.
- 3. Responsible Party: No party other than the named permittee or their agent is authorized to work under any permit.
- 4. Acceptance of Provisions: It is understood and agreed by the permittee that the doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.
- 5. Notice Prior to Starting Work: Before starting work under the Encroachment Permit, the permittee shall notify the designated Department represensative two (2) working days prior to initial start of work. When work has been interrupted for more than five(5) working days, an additional 24-hour notification is required before restarting work unless a pre-arranged agreement has been made with the Department's representative. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the Departinent's representative.
- 6. Standards of Construction: All work performed within the highway shall conform to recognized standards of construction and the current Department Standard Specifications, Standard Plans and Manual on High and Low Risk Facilities Within Highway Rights of Way and any Special Provisions relating thereto.
- 7. Inspection and Approval by the Department: All work shall be subject to monitoring, inspection, and approval by the Department. The permittee shall request a final inspection and acceptance of the work.
- 8. Keep Permit on the Work Site: The Encroachment Permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the Department or any law enforcement officer on demand. WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.

- 9. Conflicting Permits: If a prior encroachment conflicts with the proposed work, the new permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at no expense to the Department.
- 10. Permits From Other Agencies: The party or parties to whom a permit is issued shall, whenever required by law, secure the written authorization for any work that must be approved by the Public Utilities Commission (PUC) of the State of California, CAL-OSHA, or any other public agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the Department's permit.
- 11. Provisions for Pedestrians: Where facilities exist, a minimum sidewalk and bikepath width of four feet (4) shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.
- 12. Protection of Traffic: Adequate provisions shall be made for the protection of the traveling public. Warning signs. lights and safety devices and other measures required for the public safety, shall conform to the requirements of the Manual of Traffic Controls issued by the Department. Traffic control for day or nighttime lane closures shall be in conformance with Department Standard Plans for Traffic Control Systems. Nothing in the permit is intended, as to third parties. to impose on permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law.
- 13. Minimum Interference with Traffic: All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the instructions to Flaggers pamphlet and/or Manual of Traffic Controls for Construction and Maintenance Work Zones issued by the Department.
- 14. Storage of Equipment and Materials: The permittee shall install temporary railing(Type K) between any lane carrying public traffic and any obstacle material stored, or equipment parked within twelve feet (12) of the lane

Utilities are subject to the provisions of Section 22512 of the California Vehicle Code (CVC).

- 15. Care of Drainage: If the work contemplated in any Encroachment Permit shall interfere with the established drainage. ample provision shall be made by the permittee to provide for it as may be directed by the Department.
- 16. Making Repairs: In every case, the permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the State highway facility which has been excavated or otherwise disturbed by permittee. The permittee shall maintain the surface over facilities placed under any permit. If the highway is not restored as herein provided for, or if the Department elects to make repairs, permittee agrees by acceptance of permit to bear the cost thereof.
- 17. Permits for Record Only: If occupation of highway right-of-way is under joint use agreement or under prior easement, Encroachment Permits will be issued to the permittee for the purpose of providing the Department with notice and a record of work. The permit will also specify the current terms and conditions relating to public safety. No new or different rights or obligations are intended to be created by the permit in such cases, and all such prior rights shall be fully protected. Encroachment Permits issued in such cases shall have designated across the face thereof. "Notice and Record Purposes Only". (District Office of Right of Way must give approval for this designation)
- 18. Clean Up Right-of-Way: Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right-of-way shall be left in as presentable a condition as existed before work started.
- 19. Cost of Work: Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work withing the State right-of-way pursuant to this Encroachment Permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the State for such work.
- 20. Actual Cost Billing: When the permittee is to be billed actual costs (as indicated on the face of the permit), such costs will be at the current hourly rate established by the Department for Encroachment Permits.
- 21. Submit Plan: For installation of all underground facilities, and all surface work or other activity of consequence, the permittee shall furnish five (5) sets of plans showing location and construction or other activity with its application. Thirty (30) days after

completion and acceptance of the work one(1) set of as-built plans shall be submitted to the District.

- 22. Bonding: This permit shall not be effective for any purpose unless, and until the permittee files with the Department a surety bond when required by the Department in the form and amount required by the Department A bond is not ordinarily required of any public corporation or publicly or privately-owned utility but will be required of any utility that fails to meet any obligation arising out of the work permitted or done under an Encruachment Permit or fails to maintain its plant, work, or facilities. The said bond shall remain in force for a period of one (1) year after acceptance of the work by the Department.
- 23. Maintenance of Highways: The permittee agrees by acceptance of a permit to properly maintain any encroachment. This will require inspection and repair of any damage to State facilities resulting from the encroachment.
- 24. Responsibility for Damage: The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner, for injury to or death of any person, including but not limited to the permittee persons employed by the permittee, persons acting in behalf of the permittee or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee persons employed by the permittee persons acting in behalf of the permittee, or damage to property arising out of work. or other activity permitted and done by the permittee under a permit or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit.
  - The permittee shall indemnify and save harmless the State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the

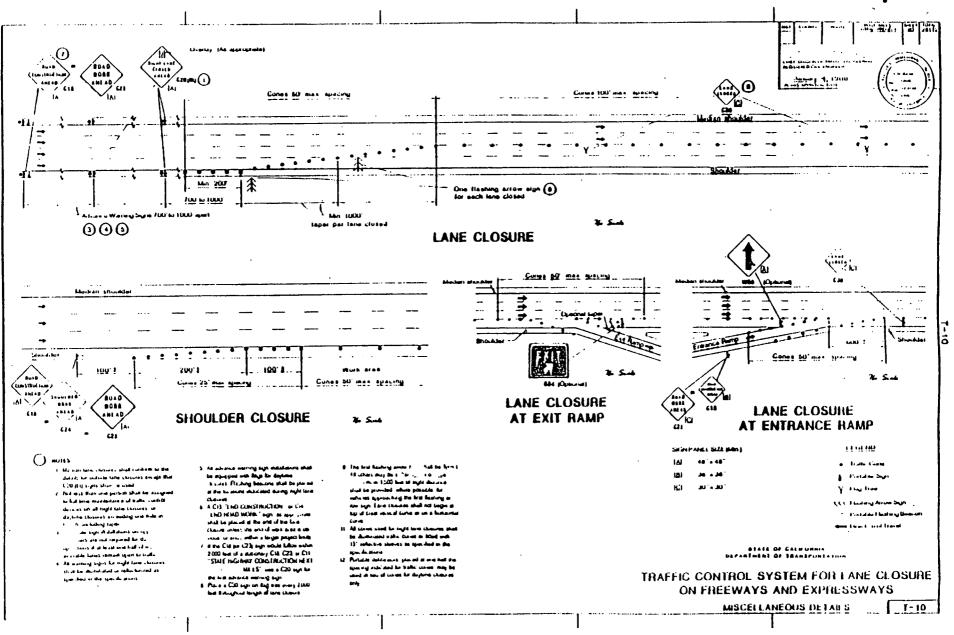
performance of work or other activity under the permit or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers or employees. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence. whether active or passive, primary or secondary, on the part of the State, the permittee persons employed by the permittee or persons acting in behalf of the permittee.

25. Federal Civil Rights Requirements for Public Accommodation: A. The permittee, for himself, his personal representatives, successors in interest. and assigns, as part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. 2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors 3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operated on, over. or under the space of the right-of-way, and 4) that the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15. Code of Federal Regulations. Commerce and Foreign Trade, Subtitle A. Office of the Secretary of commerce. part 8 (15 C.F.R. Part 8) and as said Regulations may be amended. B. That in the event of breach of any of the above nondiscrimination covenants. the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities

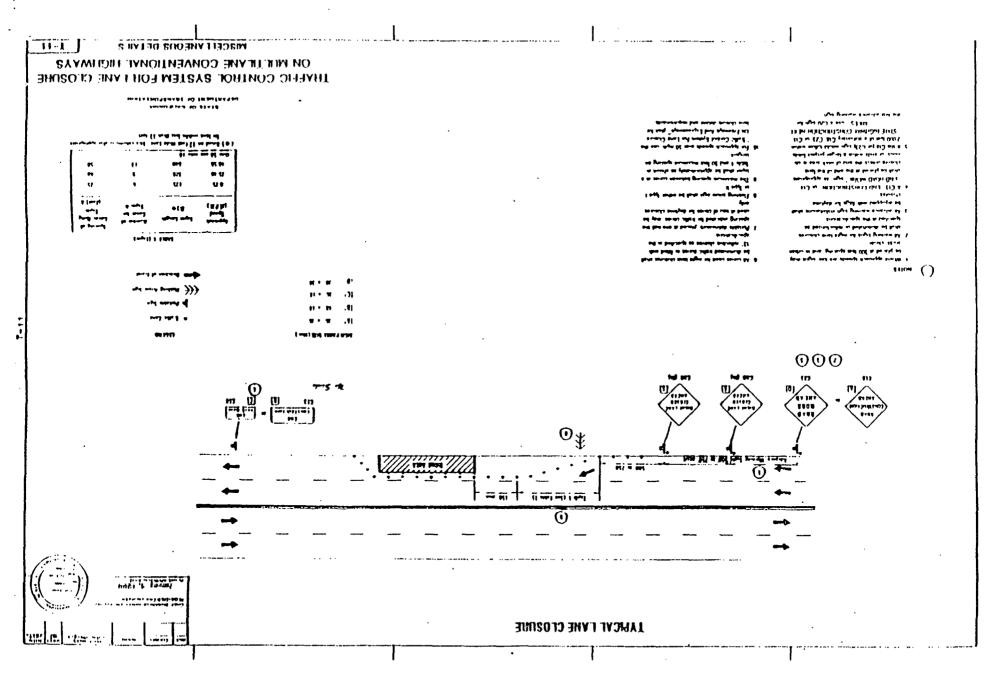
thereon, and hold the same as if said permit had never been made or issued.

- 26. No Precedent Established: this permit is issued with the understanding that any particular action is not to be considered as establishing any precendent (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within right-of-way of State highways, or (2) as to any utility of the acceptability of any such permits as to any other or future situation.
- 27. Archaeological: The permittee shall cease work in the vicinity of any archaeological resources that are revealed. The Permit Engineer shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the Permit Engineer concerning the continuation of the work.
- 28. Future Moving of Installations: If the Encroachment Permit was issued at the request of the permittee, it is understood that whenever State construction, reconstruction or maintenance work on the highway requires the installation to be moved, adjusted or relocated, the permittee, at his sole expense, upon request of the Department, shall comply with said request.
- 29. Prevailing Wages: Construction. alteration, demolition, repair or maintenance work performed under a permit issued by the Department of Transportation may require the owner/permittee to pay all workers employed by the contractor and subcontractors the appropriate predetermined prevailing wage rates as set by the Director of the Department of Industrial Relations. See California Labor Code. Division 2. Part 7. (commencing with section 1720). Streets and Highways Code. Chapter 3. Article 2 Section 671.1. and Opinion of the Attorney General of the State of California, No. 86-803, dated December 31, 1986.

Inquiries or requests for interpretations relative to the enforcement of prevailing wage requirement should be directed to the State of California. Department of Industrial Relations. 525 Golden Gate Avenue. San Francisco. California 94102.

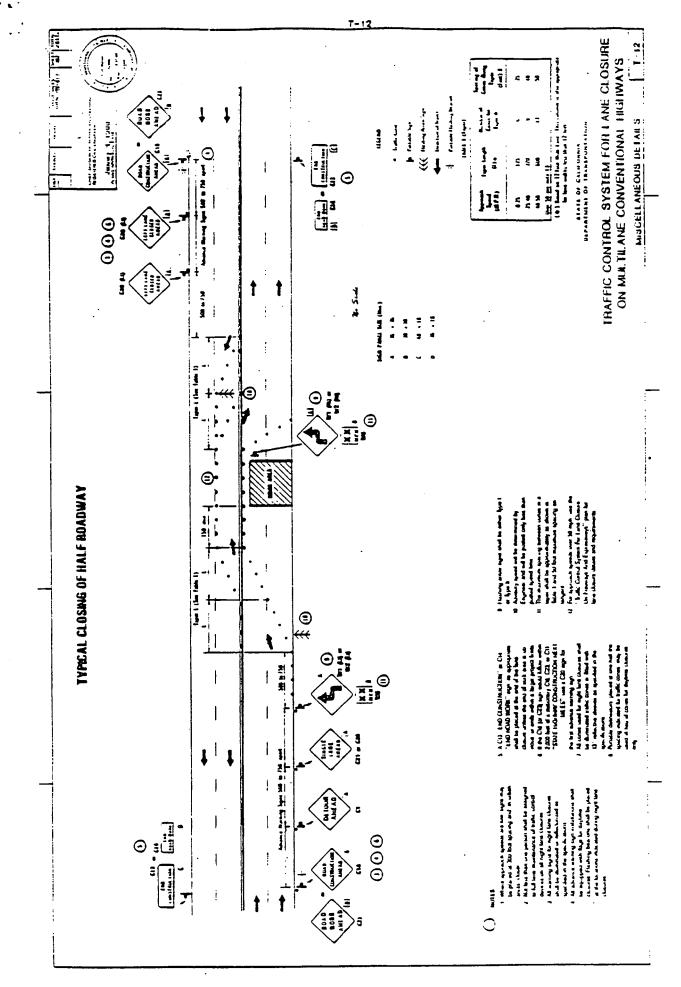


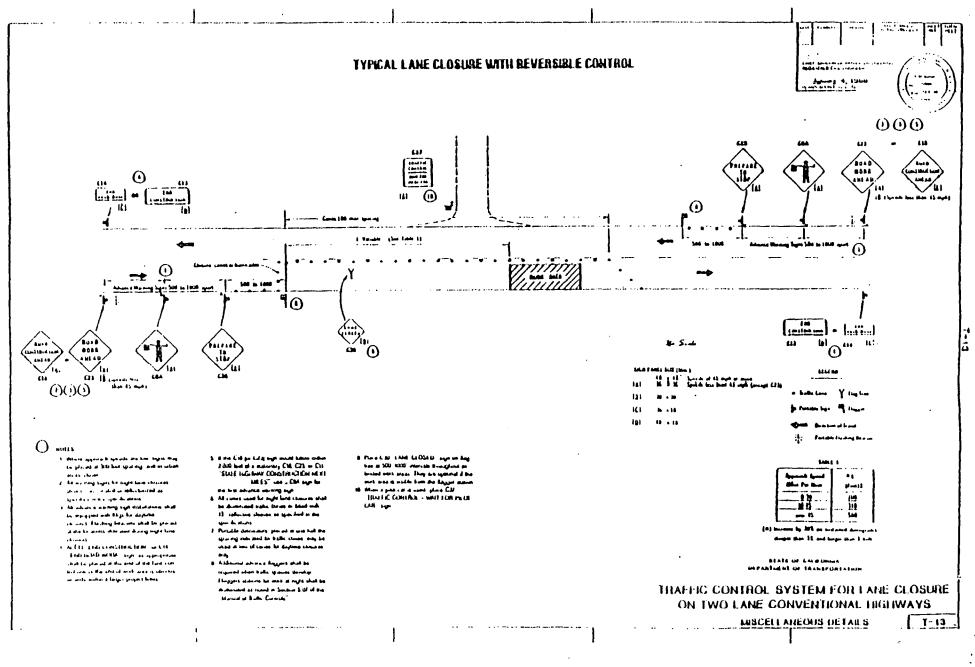
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#### NOTICE TO CONTRACTORS

#### CITY OF SACRAMENTO

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, Room 304, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:30 a.m. on November 14, 1989 and opened at 10:30 a.m., or as soon thereafter as business allows, in the Council Chamber, City Hall, for construction of:

### Del Paso Boulevard and Marysville Boulevard Interconnect and Improvements (PN:SB61)

as set forth in the Construction Documents adopted October 17, 1989, by the City of Sacramento.

All such proposals received and any work performed thereunder must comply with the requirements of Chapter 58 of the Sacramento City Code (Ordinance No. 3129, Fourth Series).

Bids must be submitted on printed forms supplied by the City Clerk to prospective bidders for a non-refundable fee of \$25.00. Bids must be enclosed in an envelope marked:

### Sealed Proposal for Del Paso Boulevard and Marysville Boulevard Interconnect and Improvements (PN:SB61)

Copies of the Sealed Proposal Forms and accompanying documents are available at the Office of the City Clerk, City Hall. Room 300, 915 I Street, Sacramento, CA 95814.

Contractors bidding on this project must possess a Class A or C-10 License.

All contractors, subcontractors and all concerned must comply with the rates of wages established by the Director of Industrial Relations under provisions of Sections 1770 and 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk; or such other rate of wages as may hereafter be established by the Director of the Department of Industrial Relations in compliance with Section 1770 of the Labor Code of the State of California.

Pursuant to Government Code Section 4590, any contract awarded pursuant to this invitation for bid shall contain a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of Government Code Section 4590.

The right to reject any and all bids or to waive any informality in any bid received is reserved by the City Council.

> VALERIE A. BURROWES CITY CLERK

(PN:SB61) ED7-05.A

#### ITY OF SACRAMENTO

ADDENDUM\_NO. 1

#### SEALED PROPOSAL

#### (MUST BE SIGNED BY BIDDER)

Sealed Proposal will be received not later than 10:30 A.M. on November 14, 1989, at the Office of the City Clerk, Room 304, Sacramento, California and opened at 10:30 A.M., or as soon thereafter as business allows, on November 14, 1989, in the Council Chamber, City Hall, Sacramento, California.

## TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

DEL PASO BOULEVARD AND MARYSVILLE BOULEVARDLED INTERCONNECT SYSTEM AND IMPROVEMENTS PN:SB61 NOV 141989

in the City and County of Sacramento, California.

The work is to be done in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and Special Provisions all as on file in the Office of the City Clerk, at the following Unit Prices (Contract Lump Sum Price):

(Item		Estimated			
No.	Item	Quantity	Unit	Unit Price	Total
i.	12" Aggregate Base,	4,241	SF	s 8:00	s <u>33,928.00</u>
	4" Asphaltic Concrete				
				1.0	00
2.	3-1/2" P.C. Concrete to Construct	-3,140	SF	<u>s 4.0</u>	\$ <u>17,560.00</u>
3.	Curb and Gutter No. 4	445	LF	5 <u>70</u> .20	\$ <u>8,900,20</u>
	to Construct		4.4.2009 (Congress) 2.2009 (Congress) 2.20		
4.	Curb and Gutter No. 13 to Construct	105	LF. S	5 71.02	\$ 7,705.00
				1 80	-50
- <b>5.</b>	Curb No. 17 to Construct	865	LF · · ·	\$	\$ 4, 37.5.00-
6				1 MAR	\$ 7,500.00
	Double Pumper Fire Hydrant		EA	<u>7512,-</u>	7.500m
7.	Curb, Gutter and Sidewalk	4,245	SF	1.80	\$ 25,470.04
	to Remove			- <u> </u>	4 <u>1-017.10.</u>

ADDENDUM NO

	Item No. Item	Estimated Quantity	Unit	Unit Price	<u>Total</u>
	8. Asphaltic Concrete Pavement Section to Remove	1,296	SF	\$ (0.00	\$ 7, 776.00
	9. Traffic Median to Construct	2,440	SF	\$ 3.00	\$7,320.00
:	9A. P.C. Concrete Traffic Median to Construct	360	SF	\$ 10.00	\$ <u>Z,160</u>
	10. Chain Link Fence Section Remove and Relocate	1	JOB	\$ LUMP SUM	\$ <u>1,000,00,</u>
	11) Install Interconnect Cable In Existing Conduit	4,865	LF	<u>\$ 1.05 Pt</u> 9.25 gt	\$ 5108.75 113.720.8
	12. Install 2" Conduit	12,2FJLED	) LF	\$ <u>3 25</u> Pt	11.3,220.00 \$5,000 00
	interconnect Cable and Conductors	NOV 141	)89		
	13, Install 3" Conduit Communication Cables and Conductors	5,160 By the Office of the City	den .	\$ <u>3.04</u> .54	\$ <u>15,1,86,40</u>
	14. Install Galvanized Conduits Across Bridges	2-160-1 (see	I.F	\$ <u>31.75 ft</u>	<u>\$ 5,000</u>
	15. Install Telephone Riser and Conduit, Del Paso Blvd. and El Camino Avenue	$s \leq 1$	JOB /	\$ <u>LUMP_SUM</u>	\$ <u>7400.50</u>
	16. Install Fire Alarm, Riser and Conduit, Del Paso and Evergreen/Lampasas Ave.	$\begin{array}{c} 1 \in 1 \\ 1 \\ 4 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1 \\ 1$	<b>JOB</b> <sup>*</sup> -5	Ş <u>IJMP SUM</u>	\$ <u>-7,400,</u> ₽
	17. Install Fire Alarm Riser,	1	JOB	<u>\$ LUMP SUM</u>	<u>s 400-20</u>
1997 - 19	18: JINSTALL INTERCONNECT PEDESTALS	4	EA	\$ 1,100.00	5 <u>14,400,200</u>
	19. Controller Synchronization Unit	ts 5	EA	\$ 7,800.00	\$ 14,000-00
		1400	LF	\$ 1.00	<u>\$ 1,400 =</u>
1999 1997 1997 1997 1997 1997 1997 1997	cable in existing conduit - Arden Bus.80 WB offramp - Arden Bus.80 EB/WB on ramp.	n			
	21. Install New Traffic Signal Marysville Blvd. & Del Paso Blv		JOB	\$ <u>LUMP_SUM</u>	\$ 64,9102.00
	22. Modify Traffic Signal Marysville Blvd. & Hagginwood S	School	JOB	\$ <u>LUMP_SUM</u>	\$ <u>20,700, P</u>
	23. Modify Traffic Signal Marysville Blvd. & Los Robles H		JOB	\$ <u>· LUMP SUM</u>	\$ <u>Z3,308.07</u>

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Item		Estimated		· ·	
<u>No.</u>	Item	Quantity	Unit	Unit Price	Total
24.	Modify Traffic Signal Marysville Blvd. & Arcade	l Blvd.	JOB	\$ <u>LUMP_SUM</u>	\$ 10,500.00
25.	Modify Traffic Signal Marysville Blvd. & South A	l Ave.	JOB	\$ LUMP SUM	\$(03,000,-
26.	Modify Traffic Signal Marysville Blvd. & Grand A	lve.	JOB	\$ LUMP SUM	\$62,900,-
27.	Add Fiber Optic Cable to Existing Conduit Where New Interconnect Cable is to be Installed	6,220 V	LF	\$_7.50	\$ <u>15,550.</u> 20
28.	Add Fiber Optic Cable to New Conduit Where New Interconnect Cable is to M Installed		LF	\$ <u>Z.50</u>	\$ <u>35,900.</u>
29.	Add Fiber Optic Cable to Existing Conduit Where Interconnect Cable Exists	9,930 <b>FIL</b> NOV 1		\$ <u>7.50</u>	s <u>24, 825.</u> <b>598,495.65</b>

Office of the City Clerk

Note: The City reserves the right to delete Item 27 and/or Item 28 and/or Item 29, whichever is in the best interest of the City.

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or Notice to Proceed, whichever is applicable.

In determining the amount bid by each bidder, City shall 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 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.

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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 a 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 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.

is understood that this bid is based upon completion of the work to within a period

#### ADDENDUM NO.

of ONE HUNDRED TWENTY (120) working days commencing on the date specified in the Notice to Proceed.

The amount of the liquidated damages to be paid by the Contractor for failure to complete the entire work by the Completion Date (as extended, if applicable) will be FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from Contractor's default.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other contract documents, and the undersigned is satisfied with all. conditions for the performance of the work.

The undersigned has checked carefully all of the above 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.

This proposal will not be withdrawn for the periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposalis submitted according to Sections 1, 2, and 3 of the City of Sacramento Standard Specifications. and the second and the second seco

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

not less than ten percent (10%) of amount bid.

By 🖄

CERTIFIED CHECK MONEY ORDER

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. 4

CASHIERS'S CHECK X BID BOND

By the Office of the City Clerk

FILED

NOV 1 4 1989

CONTRACTOR COMMUNITY ELECTRIC, INC.

WADE WHITE (Signature)

PRESIDENT Title

1. 1. A. J. 2143 East Francisco Blvd. Address San Rafael, CA 94901

Telephone No.\_\_\_\_(415) 257-3000

Contractor's License:

Valid Contractor's License No. Classification <u>C-10</u>, C-45 is held by the bidder.

GC:vr:ec SB61-SP.E14 🔬

NAME AND LICENSE NUMBER OF SUBCONTRACTOR	LOCATION OF PLACE OP BUSINESS	DESCRIPTION OF WORK TO BE PERFORMED BY SUBCONTRACTOR	TOTAL DOLLAR AMOUNT OP CONTRACT	ENTER DB OR WBE STATUS AND CERTIFICATION NUMBER	SUBCONTRATO FEDERAL TA I.D. #
1010Bros. 82751	Z33B VerNON St Roberille 95673	Paving E Concrete	\$ 112,144.00		
· · ·		FILED NOV 14 1989 Office of the City Clerk	DATE BID OPENED 11-14-8-9 EMPLOYEE INITIALS AND MARK ONE BOX FOR EACH ITEM ONLY BID SECURITY	<ul> <li>( ) NONE REQUIRED</li> <li>( UP PROPERLY SIGNED</li> <li>BID DEPOSIT TYPE</li> <li>( ) BID BOND</li> <li>( ) CALIF. BANK CASHIER'S CHECK</li> <li>( ) CALIF BANK ALOWED</li> </ul>	

DESIGNATION OF SUBCONTRACTORS

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COMMUNITY EL	ECTRIC, INC.
BIDDER	· · · · · · · · · · · · · · · · · · ·
BY / UUUU	WADE WHITE
	PRESIDENT
PHONE (415) 257-3	000
DATE	
BIDDER'S FEDERAL TAX I.D	
	94-2182575
BIDDER'S CONTRACTOR LICE	INSE #:
	323345

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COMMUNITY ELECTRIC, INC.

## FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

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C)

IF AWARDED CONTRACT

#### WORKMEN'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for workmen's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of the work on this contract.

Community	Electric, Inc.	
		Bidder
ву	MAC -	• 
-04	WADE WHITE	
Title	PRESIDENT	A
Address	2143 East Francisco Blvd San Bafael, CA 94901	- 11 m 
Date	·	

#### PLEASE READ CAREFULLY BEFORE SIGNING

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

- 1. An individual using a firm name, sign: "John Doe, and 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)

EA2-15.A

# **GUARANTEE**

We hereby guarantee the

## DEL PASO BOULEVARD AND MARYSVILLE BOULEVARD INTERCONNECT AND IMPROVEMENTS (PN:SB61)

which we propose to install in 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 period from the date of acceptance without 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 therefor immediately upon demand.

Signed:	
COMMUNI	TY ELECTRIC, INC.
leu	Well
	WADE WHITE PRESIDENT

Dated:

12-7-85

#### AGREEMENT

THIS AGREEMENT, dated for identification as of <u>December</u> 18 \_\_\_\_\_, 19<u>89</u>, between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter called "City"), and \_\_\_\_\_\_ <u>Community Electric, Inc.</u>

(hereinafter called the "Contractor").

The parties hereto mutually agree to the terms and conditions set forth herein.

1. CONTRACT DOCUMENTS

Each of the items hereinafter referred to is incorporated herein by reference as if set forth in full in this contract.

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 herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The Contract Documents, sometimes also referred to as "the Contract" consist of the Notice to Contractors, the completed proposal Form submitted by Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which will occur or actions to be taken after the submission of the Proposal, this Agreement, the Standard Specifications, the Special Provisions, Plans and Technical Specifications, the drawings and other data and all developments thereof prepared by City pursuant to the Contract, and any modifications of any of the foregoing in the form of Addenda or otherwise effected in accordance with the terms of the Contract.

The Standard Specifications shall mean and refer to the current Standard Specifications of the City of Sacramento which are incorporated herein by this reference as if set forth in full at this place.

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 the terms and conditions as 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.

#### SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities. labor and material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the work called for, and in the manner designated in, and in strict conformity with the Contract Documents entitled:

DEL PASO BOULEVARD AND MARYSVILLE BOULEVARD INTERCONNECT AND IMPROVEMENTS

#### (PN:SB61)

including the following alternative bid items described in the Proposal Form:

NONE

#### 5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, the sum computed in accordance with the actual amount of each item of work performed or material furnished and incorporated in the work, at the unit price which Contractor bid for each such item in his Proposal Form, said unit price to be determined as provided in the Standard Specifications or these Special Provisions.

6. PROGRESS AND FINAL 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 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; the Contractor and Engineer shall inspect the statement and, if both approve the statement, the City shall issue a certificate for ninety percent (90%) of the amount it shall find to be due.
- (B) No inaccuracy or error in said monthly estimates shall operate to release Contractor or Surety 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) City shall pay the remaining ten percent (10%) of the value of the work done under this contract, if unencumbered, thirty-five (35) days after final completion and acceptance of work by City. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against the City arising under the Contract Document.
- Progress payment due the Contractor shall be made within thirty (30) days (E) following receipt of statement jointly approved by the Contractor and the Engineer.

4.

#### 7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due Contractor from City. If, on completion termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

#### 8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the work on or before fifteen (15) working days from and after receipt of written Notice to Proceed from City to Contractor and will 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 fabrication. erection. or installation of the work. Said 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. 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 <u>ONE HUNDRED TWENTY</u>, (<u>120</u>) working days (hereinafter called the "Completion Date") from the date of the Notice to Proceed unless extensions of time are granted in accordance with the Contract Documents.

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

#### 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, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

#### 11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work which may be discovered before final acceptance of the entire work. Any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by the inspector. The inspection of the work, or any part thereof, shall not relieve Contractor of any of his obligations to perform satisfactory work as herein prescribed. Failure or neglect on the part of City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if such becomes evident at any time prior to final acceptance of the entire work or all materials, nor shall such failure be construed as barring City at any subsequent time from recovering damages or of such a sum of money as may be required to build anew all portions of the work in which fraud was practiced or improper materials used whenever City may discover the same.

#### 12. RELEASE

If requested to do so by City, at the time of final payment, as a condition precedent to final payment, Contractor and each assignee under any assignment in effect at the time of final payment shall execute and deliver a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by City which shall discharge City, its officers, agents and employees of and from all liability, obligations and claims arising under this contract.

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

The City of Sacramento 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.

#### 14. NO WAIVER OF REMEDIES

Neither the inspection by City or its agents, nor any order or certificate 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 or its agents shall operate as a waiver of any provision of this Agreement or 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 this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

#### 15. GUARANTEE

Except as otherwise expressly provided in the Specifications, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect. Contractor guarantees all work executed by him and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City 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 of Sacramento. Contractor shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City. Contractor shall provide City with a Maintenance Bond or Letter of Credit in the amount of five (5%) of the Contract covering the warranty period. Said security shall be filed with the City prior to Contract acceptance by the City Council. In the event that Contractor shall fail to comply with the conditions of the foregoing guarantee within ten (10) days time, 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 guarantee results in a condition which constitutes an immediate hazard to the 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 either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of City.

#### 16. DETERMINATION OF DAMAGES

The actual fact of the occurrence of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the project. and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration inspection, and supervision; and the loss suffered by the public within the City of Sacramento by reasons of the delay in the completion of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of this Agreement Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

#### 17. LIQUIDATED DAMAGES

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be <u>FIVE HUNDRED AND NO/100 DOLLARS</u> (\$500.00----) for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

#### 18. PAYMENT OF DAMAGES

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 which would otherwise 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. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as hereinbefore specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

#### 19. INDEMNITY AND HOLD HARMLESS

Contractor shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the work, provided that such action, damage, claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

#### 20. 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. Contractor shall rebuild, repair, restore and make good all injuries, damages, reerections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the work, except as otherwise stipulated.

#### 21. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated. Contractor shall perform all the work and furnish all the labor, materials, tools, power and light, and appliances, necessary or proper for performing and completing the work herein required in the manner within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as 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 for the purpose of explanation.

#### 22. INSURANCE

During the term of this Agreement and until final completion and acceptance of the work required by the Contract Documents, Contractor shall maintain in full force and effect at his own cost and expense the following insurance coverage:

#### (A) Worker's Compensation

Full Worker's Compensation Insurance and Employer's Liability policy or provide evidence of ability to undertake self-insurance. Limits of coverage shall be at least \$1,000,000 for any one person. In the event Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

#### (B) Comprehensive Auto and General Liability Insurance

Contractor must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance Products and Completed Operation Liability Broad Form Property Damage Liability Contractual Liability Personal Injury Liability

The amount of the policy shall be no less than \$1,000,000 Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be Named Inured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by City or other Named Insured will be called on to contribute to a loss covered thereunder.

(C) Certificate of Insurance

Contractor shall have City's standard Certificate of Insurance completed and filed with the Division of Risk Management within fifteen (15) days of the execution of this Agreement. Said policies shall provide that no cancelation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving to City thirty (30) calendar days written notice prior to the effective date of such cancellation or change in coverage.

#### (D) Worker's Compensation Certificate

Contractor shall sign and file with the Division of Risk Management of the City of Sacramento the following certification prior to commencing performance of the work of the Contract:

"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 the Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

#### 23. FAILURE TO MAINTAIN INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefor have bee paid for a period satisfactory to the Division of Risk Management.

Any failure to maintain any item of the required insurance will be sufficient cause for termination of the Contract.

#### 24. EXTENSIONS OF TIME

In the event City deems it necessary, in its sole discretion, to extend the time of completion of the work to be done under this Contract beyond the required Completion Date herein specified, such extensions shall in no way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the Bonds executed pursuant to said provisions. By executing such Bonds, the sureties shall be deemed to have expressly agreed to any extension of time shall be limited to the period of excusable delay as defined herein giving rise to the same as determined by City Council of City.

#### 25. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fires; inclement weather as determined by the Engineer: riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of governmental agency; priorities or privileges established for the manufacture, assembly, 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 City of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's subcontractors; or the prevention of Contractor from commencing or prosecuting the work because of a City-wide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay which 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 parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor the completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by City for review of Plans and submittals required of Contractor and for the making of surveys, measurements and inspections; (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City which does not necessarily prevent the completion of the 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) but shall not under any circumstances increase the sum City is to pay Contractor as provided in these Contract Documents.

### 26. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the work, and in any event upon the occurrence of any delay which Contractor regards as an Excusable Delay, he shall notify the Engineer in writing immediately within ten (10) calendar days of the probability of such delay and its cause, in order that the Engineer may take immediate steps to prevent if possible the occurrence or continuance of the delay or 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 notice shall constitute an application for an extension of time only if the notice requests such an extension and sets for 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 of whole of the work, the Engineer. in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him to have been excusable. Contractor shall make no claim that any delay not called to the attention of the Engineer at the time of its occurrence has been an Excusable Delay.

#### 27. EXTENSION OF TIME

Should any delays occur which the Engineer may consider excusable, as herein defined, Contractor shall, pursuant to his application, be allowed an extension of time beyond the time herein set forth proportional to said delay or delays in which to complete this Contract; and, during an extension which may have been granted because of an excusable delay or delays, City shall not charge liquidated damages against Contractor for such delay. Only the Engineer may grant an extension of time on the Contract.

## 28. EXTENSION OF TIME DOES NOT WAIVE CITY'S RIGHTS

The granting of any extension of time on account of delays which in the judgment of the Engineer are excusable delays shall in no way operate as a waiver on the part of City of its rights under this Contract excepting only the extension of the Completion Date.

#### 29. 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 such delays qualify for extension of time under this Agreement or not, providing the elements precluding recovery of damages by Contractor in Section 7102 of the Public Contracts Code are met.

### 30. CHANGES IN THE WORK

Changes in the work made pursuant to changes issued in accordance with the Standard Specifications and extensions of time of completion made necessary by reason thereof (beyond the Completion Date) shall not in any way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on Bonds executed pursuant to the said provisions. By executing such Bonds, the sureties shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof.

## 31. TERMINATION AFTER COMPLETION DATE

In addition to any other rights it may have, City may terminate this Contract at any time after the Completion Date as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination, Contractor shall not be entitled to received any compensation for services rendered by him before or after such termination, and he shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

#### 32. CONTRACTOR BANKRUPT

If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 33. Contractor's Surety shall have the right to complete the work by commencing within thirty (30) calendar days as specified in Section 33; and, in the event Contractor's Surety fails to commence work within thirty (30) calendar days as specified in Section 33, City shall have the right to complete, or cause completion of the work, all as specified in Section 33.

## 33. TERMINATION FOR BREACH OF CONTRACT

If Contractor should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the City Council, or if the Engineer should be of the opinion 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 should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if Contractor should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor or persistently disregard laws, ordinances or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City Council may give Contractor and his Surety 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 satisfactory arrangement for correction is not made, within ten (10) calendar days from the date of such notice, the Contract shall upon the expiration of said ten (10) calendar days cease and terminate. In the event of any such termination, City shall immediately serve notice thereof upon the Surety and Contractor; and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) calendar days from the date of the mailing to such Surety of notice of termination, City may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of Contractor, and his Surety shall be liable to City for any excess cost occasioned City thereby, as hereinafter set forth.

In the event City completes the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to Contractor until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of City forces, extra costs of administration and management incurred by City, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to Contractor from City. If no sum sufficient to pay the difference between sums due to Contractor from City and the cost of completing the work, Contractor and the Surety shall pay City a sum equal to said difference on demand. In the event City completes the work, and there is a sum remaining due to Contractor after City deducts the aforementioned costs of completing the work, then City shall thereupon pay such sum to contractor and his Surety.

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, claims 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 by Contractor shall be construed to be a waiver by, or to estop, City from acting pursuant to this paragraph upon any subsequent event, occurrence of failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City pursuant to this paragraph are cumulative and in addition to all other rights of City pursuant to this Agreement and at law or in equity.

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

DATE /2-	7-85	
		Q'D. INS.
	PL & PD	Exp. 2/15/90 OK 940
	Worker's Comp.	Exp 10/1/90 OK 9/000
DATE: / 2	18/89	
ATTEST ;	aB	
Palerie	a. Dr	urowes
ORIGIN	City Clerk AL APPROVED A	S TO FORM
Sabrinal	n Jhomp	sm 12/8/89

City Attorney

ELECTRIC, INC. CONTRACTOR COMMUNITY Βv WADE WHITE PRESIDENT ×. . , Title

CITY OF SACRAMENTO a municipal corporation City Manager

200,000 FUNDING AVAILABLE: 209-500-SB61-4820 Accounting Officer

## SUBSTITUTION OF SECURITIES FOR MONEY WITHHELD

At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the contract. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with Wells Fargo Bank as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for substitution.

\* \* \* N.

12/02/1965 livis community flectnic, inc.

954 8245 84804 P.02

BOND #5080686 PREMIUM: \$5,971.00

#### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Sacramento, State of California, has awarded to

<u>Community Electric. Inc.</u> hereinafter designated as the "Principal", a contract for

DEL PASO BOULEVARD AND MARYSVILLE BOULEVARD INTERCONNECT AND IMPROVEMENT: (PN:SB61)

; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and

HARTFORD CASUALTY INSURANCE COMPANY as Surety, are held and firmly bound unto the City of Sacramento in the penal sum of

Five Hundred Ninety Eight Thousand Four Hundred Ninety Eive and sixty five/10(POLLARS

(\$ 598,495.65 ), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the convenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall indemnify and save harmless the City of Sacramento, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the surety, for value received hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this <u>12TH</u> day of <u>DECEMBER</u>, 1989 the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

COMMUNITY ELECTRIC, INC.
Principal
By /////
Title MES
Surety HARTFORD CASUALTY INSURANCE COMPANY
455 MARKET STREET
Address
SAN FRANCISCO, CA 94105
City State Zip
By France
PAUL G. RUSCH, ATTORNEY-IN-FACT
Address
City State Zip
• <b>••</b> •

ORIGINAL APPROVED AS TO FORM:

889

State of California County of San Francisco

On this <u>12TH</u> day of <u>DECEMBER</u>, in the year <u>1989</u>, before me, the undersigned, a Notary Public in and for the said State, personally appeared <u>PAUL G. RUSCH</u>, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Attorney-in-Fact of the Corporation therein named, and acknowledged to me that the Corporation executed it pursuant to its by-laws or a resolution of its board of directors. WITNESS my hand and official seal.

Public, State ol Calilornia



12/05/1989

11:16 Community Electric, Inc.

924 9572 94904 P.04

PAYMENT BOND

BOND #5080686 PREMIUM INCLUDED IN PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Sacramento, a municipal corporation, has awarded to

Community Electric, Inc.

hereinafter designated as the "Principal", a contract for

DEL PASO BOULEVARD AND MARYSVILLE BOULEVARD INTERCONNECT AND IMPROVEMENTS (PN: SB61)

; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law;

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Sacramento in the sum of <u>Five Hundred Ninety Fight Thousand</u>.

Eour Hundred Ninety Five and Sixty Five/100 DOLLARS (\$ 598,495.65 ), said sum being equal to the estimated amount payable by the said City of Sacramento under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, his or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, 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, as required by the provisions of Chapter 7, Title XV, Part 4, Division 3, of the Civil Code, and provided that the claimant shall have complied with the provisions of said code; or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same and in an amount bot exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

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\*\*\*\*\* Community Electric, Inc. 924 9572 94904 P.05

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, 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 wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 12TH day of DECEMBER, 1989 , the name and corporate seal of each corporate body being affixed therato, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

COMMUNITY ELECTRIC, INC.	
Principal/	-
By a ful	_
Title Altos	-
Surety HARTFORD CASUALTY INSURAN COMPANY	<u>I</u> CE
455 MARKET STREET	
Address	•
SAN FRANCISCO, CA 94105 City State Zig	
	-

ORIGINAL APPROVED AS TO FORM:

RUSCH, ATTORNEY-IN-FACT ΆIΠ. Address

State of California County of San Francisco

On this 12TH day of DECEMBER, in the year 1989, before me, the undersigned, a Notary Public in and for the said State, personally appeared PAUL G. RUSCH personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Attorney-in-Fact of the Corporation therein named, and acknowledged to me that the Corporation executed it pursuant to its by-laws or a resolution of its board of directors. OFFICIAL SEAL WITNESS my hand and official seal.



Notary Public, Staté of California

## HARTFORD CASUALTY INSURANCE COMPANY

EXECUTIVE OFFICE: Hartford, Connecticut

#### POWER OF ATTORNEY

N 45 4 20 A. Know all men by these Presents, That the HARTFORD CASUALTY INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, and having its Executive Office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint 450109

JAMES E. STARK, PAUL G. RUSCH, BARBARA A. GUERNSEY, and SCOTT R. HELDFOND of SAN FRANCISCO, CALIFORNIA

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons. holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed,

and to bind the HARTFORD CASUALTY INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD CASUALTY INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the HARTFORD CASUALTY INSURANCE COMPANY at a meeting duly called and held on the 15th day of June, 1988.

RESOLVED, that, the President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them. to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

RESOLVED, that, Robert N. H. Sener, Assistant Vice-President, shall have, as long as he holds such office, the same powers as any Vice-President pursuant to the preceding Resolution.

RESOLVED, that, whereas the President or any Vice-President, acting with any Secretary or Assistant Secretary, has the power and authority to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-Fact.

Now therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the tuture with respect to any bond or undertaking to which it is attached.

RESOLVED, that: Robert N. H. Sener, Assistant Vice-President, may, as long as he holds such office, affix his signature by facsimile pursuant too and with the same effect as that granted to Vice-Presidents under the preceding Resolution.

in Witness Whereof, the HARTFORD CASUALTY INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary. this 1st day of March, 1988.

HARTFORD CASUALTY INSURANCE COMPANY

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SS.

Robert J. Mathieu Secretary

STATE OF CONNECTICUT,

Attest:

and the second second

COUNTY OF HARTFORD.

Robert N. H. Sene Assistant Vice-President

On this 18th day of March. A.D. 1988, before me personally came Robert N. H. Sener, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of the HARTFORD CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CONNECTICUT.

COUNTY OF HARTFORD.

Centre" CERTIFICATE

Jacqueline T. Desrociers, Notary Public My Commission Expires April 1, 1993

I, the undersigned, Assistant Secretary of the HARTFORD CASUALTY INSURANCE COMPANY, an Indiana Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that the Resolutions of the Board of Directors, set forth in the Powerof Attorney, are now in force.

Signed and sealed at the City of Hartford.

Date the

1989 DECEMBER ' A and David A. Johnson Assistant Secretary

Form S-3507-5 (HC) Printed in U.S.A.

12TH

## EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

#### Chapter 4 of Division 3

## THE SHELLEY-MALONEY APPRENTICE LABOR STANDARDS ACT OF 1939

#### (Note: Boldface type denotes key points.)

3098. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticesnip committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

(Amended by Stats. 1974, Ch. 1095.)

State of California

Agriculture and Services Agency

#### Chapter 1 of Division 2 APPRENTICES ON PUBLIC WORKS

1776. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by him in connection with the public work. The contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. The body awarding the contract may charge a reasonable fee for copying such records. The body awarding the contract shall be required to retain the records filed pursuant to this section for 90 days after completion of the contract. After a complaint has been filed with the awarding body or the Division of Labor Standards Enforcement alleging that a contractor or subcontractor has paid less than the prevailing wage on a public works project, the contractor or subcontractor shall upon written notice from either the awarding body or the Division of Labor Standards Enforcement within 10 days file with the body awarding the contract a certified copy of the payroll records.

(Amended by Stats. 1976, Ch. 599.)

1777.5. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trace at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he is training.

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him, in performing any of the work under the contract or subcontract, employs workmen in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected: provided, however, that the approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint' apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates but in no case shall the ratio be less than one opprentice for each five journeymen, except as otherwise provided in this section.

The contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 ratio as set forth in this section. This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) or 20 working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than two thousand dollars (\$2,000) or fewer than five working days.

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

(a) In the event unemoloyment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

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

A contractor to whom the contract is awarded, or any subcontractor under him, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in

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each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of such contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to the fund or funds as set forth in Section 227.

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

All decisions of the joint apprentices nip committee under this section are subject to the provisions of Section 3081.

(Amended by Stats. 1976, Ch. 1179.)

1777.5. It-shall be unlawful for an emoloyer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

(Amended by Stats, 1976, Ch. 1179.)

1777.7. In the event a licensed contractor willfully fails to comply with the provisions of Section. 1777.5, such licensee shall be denied the right to bid on any public works contract for a period of one year from the date the determination of noncompliance is made by the Administrator of Apprenticeship, and, notwithstanding the provisions of Section 1727, upon receipt of such a determination the awarding body shall withhold from contract progress payments then due or to become due the the sum of five thousand dollars (\$5,000). Any determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the awarding body pursuant to this section shall be released to the contractor upon issuance of an order to that effect by the administrator, or upon completion of the contract.

The interpretation and enforcement of Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1976, Ch. 538.)

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## GREATER SACRAMENTO AREA PLAN (GSAP) EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

The City of Sacramento is signatory to the "Greater Sacramento Area Plan" (hereinafter referred to as the "Plan") a joint industry-labor-minority representative agreement established for the purpose of increasing the employment of minorities in all phases and at all levels of skill in the building and construction industry within the greater Sacramento area. The City has adopted the "Plan" as its affirmative action program for City construction contracts and requires a contractor and his subcontractors be signatory to the Plan in order to be eligible for an award of a City contract. Additional information regarding the Plan is available at its head-quarters office located at 2220 Watt Avenue, Suite B-5, Sacramento, 95825, Telephone No. (916) 489-3635.

- 1. As used in these specifications:
  - a. "Covered area" means the geographical area within the following counties: Amador, El Dorado, Nevada, Placer, Sacramento, Sierra, and Yolo.
  - b. "Director" means Director, of GSAP, or any person to whom the Director delegates authority;
  - c. "Minority" includes:
    - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands): and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is signatory under Part I of the GSAP a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of the GSAP. Each Contractor or Subcontractor participating in the GSAP is individually required to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- ic. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
  - f. Disseminate the Contactor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEU obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with onsite supervisory personnel such as Superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of 'a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60.3.
  - Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contactor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEU policies and affirmative action obligations.

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- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalities for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Program. Any Contractor who fails to carry out such sanctions and penalities shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- GSAP REPORTING REQUIREMENTS
- (1) All contract and subcontracts (over \$10,000) are subject to the reporting requirements.
- (2) Contractors must submit a CC 257 (Monthly Employee Utilization Report) to the GSAP at 2220 Watt Avenue, Suite B-5, Sacramento, California 95825.
- (3) If the Contractor is already required to submit CC 257 there is no need to submit an additional form.
- (4) This report must arrive at the GSAP no later than the 5th working day of each month.
- (5) Failure to report is automatic cause to find the Contractor in noncompliance.
- (6) Each report is monitored by GSAP and measured against the specified goals for minorities and women.

I. S. DEPARTMENT OF LABOR MONTHLY E mployment Standards Administration, OFCCP UTILIZATIO his report is required by Executive Order 11246, Sec. 203. Failure to report can result					TION RE	PORT ntracts be	ORT					* ROM:					
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# INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

The Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate work force and collect and submit reports for each subcontractor's aggregate work force to the Federal compliance agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U.S. Department of Labor, Employment Standards Administration, OFCCP's regional office for your area.)

Compliance Agency	.U.S. Government agency assigned responsibility for equal employ- ment opportunity. (Secure this information from the contracting officer.)
Federal Funding Agency	U.S. Government agency funding project (in whole or in part). If more than one agency, list all.
Contractor	Any contractor who has a construction contract with the U.S. Gov- ernment or a contract funded in whole or in part with Federal funds.
Minority	Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders-both men and women.
1. Covered Area	.Geographic area identified in Notice required under 41 CFR 60-4.2.
2. Employer's Identification Number	Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority & Female)	See contract Notification.
4. Reporting Period	Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
5. Construction Trade	Only those construction crafts which contractor employs in the covered area.
6. Work-Hours of Employment (a-e)	a. The total number of male hours and the total number of female hours worked by employees in each classification.
	be. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
Classification	The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee)
7. Minority Percentage	The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage	For each trade the number reported in 6a. F divided by the sum of the numbers reported in 6a. M and F.
9. Total Number of Employees	Total number of male and total number of female employees work- ing in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total Number of Minority Employees	. Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period

## GOALS AND TIMETABLES SACRAMENTO, CALIFORNIA

## APPENDIX A

The following goals and timetables for female utilization shall be included in all construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a covered construction contract or subcontract.

## AREA COVERED

# Goals for Women apply Nationwide

## GOALS AND TIMETABLES

Timetable

Until further notice

## APPENDIX B

Until further notice the following goals and timetables for minority utilization shall be included in all construction contracts and subcontracts in excess of \$10,000 to be performed in the respective covered areas. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a covered construction contract or subcontract.

## SACRAMENTO, CALIFORNIA

Area covered - Sacramento, Yolo, and Placer Counties, California.

## GOALS AND TIMETABLES

Timetable

Trade

Goal (percent)

All----- 17.5 to 20.0

Until further notice

Eng. (Rev. 9/10/81)

(percent)

Goals

6.9

# SPECIAL PROVISIONS

## SPECIAL PROVISIONS FOR DEL PASO BOULEVARD & MARYSVILLE BOULEVARD INTERCONNECT SYSTEM AND IMPROVEMENTS PN: SB61

## I. GENERAL REQUIREMENTS

## Scope of Work

The electrical work to be performed under these Special Provisions, in general, includes furnishing and installing all necessary equipment and material to construct or modify the traffic signal and street lighting systems at the following locations:

Location 1, Marysville Blvd. and Del Paso Blvd. Location 2, Marysville Blvd. and Hagginwood School Location 3, Marysville Blvd. and Arcade Blvd. Location 4, Marysville Blvd. and Los Robles Ave. Location 5, Marysville Blvd. and South Ave. Location 6, Marysville Blvd. and Grand Ave.

The electrical work also includes installing conduits and modifying existing conduits for interconnect cable starting from the intersection of Del Paso Blvd./Arden Way/Grove Ave/Canterbury north along Del Paso Blvd. to Marysville Blvd.; on Arden Way from Evergreen Ave. to Arden at Business 80 Eastbound and Westbound on-ramps; and north along Marysville Blvd. at Del Paso Blvd. to Grand Ave.

Included in the work shall be the furnishing and installing of conduits, cables, conductors, signal equipment and all appurtenances as shown on the Plans and called for in these Special Provisions.

The civil work to be performed under these Special Provisions, in general, includes removing curb, gutter, sidewalk, construction of curb, gutter, sidewalk, handicapped ramps, asphaltic concrete pavement (A.C.) and aggregate base (A.B.). The handicapped ramps shall be constructed according to the details and at the locations as shown on the Plans and as described herein.

#### Liquidated Damages and Completion Time

The time limit for the completion of all work is <u>One Hundred and Twenty (120)</u> working days from Notice to Proceed, and should said work not be completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of <u>Five Hundred Dollars (\$500.00)</u> as liquidated damages and not as a penalty, for each day's delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

## Progress Schedule

The Contractor shall submit to the Engineer a practicable progress schedule at the pre-job conference and within 5 days of the Engineer's written request at any other time. The Contractor shall furnish the schedule on a form of his choice. The 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 progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

Subsequent to the time that submittal of a progress schedule is required in accordance with these specifications, no progress payments will be made for any work until a satisfactory schedule has been submitted to the Engineer.

## Maintaining Existing Electrical Facilities

All existing electroliers shall be maintained in operation until replacement electroliers are energized, as directed by the Engineer.

All traffic signal heads and pedestrian signal heads installed but not operational shall be entirely covered with burlap and securely tied to prevent exposure of signal head face to vehicular or pedestrian traffic.

The modification of existing traffic signal intersections may require the temporary shutdown of the traffic signals. The Contractor shall take all steps necessary to keep traffic signal intersection downtime to a minimum. The work shall be scheduled so that the downtime of each intersection shall be four (4) hours maximum and shall occur during the hours of 9 A.M. and 3 P.M. The Contractor shall notify the Engineer five (5) working days prior to a traffic signal intersection shutdown.

#### Scheduling of Work

Scheduling of Work shall be in accordance with Section 34-4 of the Standard Specifications and these Special Provisions.

At Location 1, Marysville and Del Paso Blvd., the Contractor shall not remove the existing SMUD lights required for the island modifications until the new intersection lighting is installed and operational.

At Locations 2, 4, 5, and 6, the Contractor shall keep the existing signals in operation until the new traffic signal systems are installed and operational.

At Locations 3, Marysville Blvd. and Arcade Blvd., the Contractor shall keep the existing signals in operation until the new traffic signal equipment is installed and operational. The switchover from the existing service to the new service shall be coordinated with SMUD. The switchover from the existing traffic signal controller to the new traffic signal controller shall be coordinated with the Traffic Signal Supervisor, Gary Andersen, (916) 449-5714.

The existing interconnect systems shall remain in operation until the new system is installed and operational.

The following shall apply at ALL Locations:

- 1. The electrical conduits in the round corners shall be installed under the back half of the sidewalk before the new sidewalks and handicapped ramps are installed.
- 2. All new standards, conduit, and conductors shall be installed prior to removing standards to be salvaged.
- 3. The new controllers shall be placed in operation only after all other electrical work is complete.

#### Specifications

The work to be performed under this contract shall be done in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the most current edition of Standard Specifications of the City of Sacramento referred to herein as Standard Specifications (and the most current edition of the State Specifications, State of California, both of) which shall apply to the work. The General Conditions of the contract shall be governed by Sections 1 through 8 of the Standard Specifications. The Special Provisions shall govern first, followed by the Standard Specifications and (State Specifications, State of California).

For Specifications of a technical nature not covered by the City Standard Specifications or these Special Provisions, the most current edition of the Standard Specifications and Standard Plans of the State of California Business and Transportation Agency Department of Transportation shall apply.

All mention of and reference to the State Standard Specifications shall specifically mean the most current edition of the Standard Specifications of the State of California Business and Transportation Agency Department of Transportation.

All mention of and reference to the State Standard Plans shall specifically mean the most current edition of the Standard Plans of the State of California Business and Transportation Agency Department of Transportation.

In the State Standard Specifications and the State Standard Plan, all mention of the "State" shall be construed to mean the City of Sacramento and all mention of the Engineer shall mean the Director of Public Works or his assistant who may have been assigned to the supervision of this project by the Director of Public Works.

## 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 information regarding this procedure or other similar information, shall be directed to Angie Louie, Engineering Division, 927-10th Street, Rm. 200, Sacramento, CA 95814, (916) 449-8221.

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.

## Review of Contractor's Information

When review and checking for acceptance is required of any drawing, or information regarding materials and equipment, the Contractor shall prepare or secure, and submit for review, six (6) copies. The Engineer, after taking appropriate action, will return two (2) marked copies to the Contractor.

Within a reasonable time after receipt of said submittal copies, the Engineer will return the marked copies indicating one of the following four (4) actions:

- 1. If review and checking indicates no exceptions, copies will be returned marked "APPROVED AS SUBMITTED" and work may begin immediately on incorporating the material and equipment covered by the submittal into the work.
- 2. If review and checking indicates limited corrections are required; copies will be returned marked "APPROVED AS NOTED". Work may begin immediately on incorporating into the work the material and equipment covered by the corrected submittal.
- 3. If review and checking indicates insufficient or incorrect data has been submitted, copies will be returned marked "RETURNED FOR CORRECTIONS". No work may begin on incorporating the material and equipment covered by this submittal into the work until the submittal is revised, resubmitted, and returned marked either "APPROVED AS SUBMITTED" or "APPROVED AS NOTED".
- 4. If review and checking indicates the material and equipment submittal is unacceptable, copies will be returned marked "RESUBMIT". No work may begin on incorporating the material and

equipment covered by this submittal into the work until a new submittal is made and returned marked either "APPROVED AS SUBMITTED" or "APPROVED AS NOTED".

## Equipment List and Drawings

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

## Disputed Claims

Disputed claims will be processed as outlined in Section 4-10 of the Standard Specifications.

## Record Drawings

The Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all mechanical, electrical, and instrumentation equipment; piping and conduit; structures; and other facilities. Drawings shall be kept current weekly, with all work instructions and change orders; mechanical, electrical, and instrumentation equipment accommodations; and construction adjustment. Drawings shall be subject to the inspection of the Engineer at all times and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Prior to acceptance of the work, the Contractor shall deliver to the Engineer two (2) sets of neatly marked record drawings accurately showing the information required above.

#### Equipment to be Supplied

All equipment, material and supplies called for on the Plans and Specifications shall be new and currently manufactured items, unless otherwise specified.

All equipment shall be complete and in operation to the satisfaction of the Engineer at the acceptance time of work.

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

#### Storage of Materials and Equipment

Materials and equipment shall be stored so as to insure the preservation of their quality and fitness for the work. Stores of equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for all damages that occur with regard to the care and protection of all materials and equipment until the completion and final acceptance of the work by the City.

## Manufacturer's Direction

Manufactured articles, material, and equipment shall be applied, installed, connected, erected, adjusted, tested, used, cleaned, and conditioned as recommended by the manufacturer unless specified to the contrary. Copies of the manufacturer's installation instructions and procedures shall be submitted prior to the installation of manufacturer's articles, material, and equipment.

#### CALTRANS Encroachment Permit

The work between Arden Way at Business 80 westbound off-ramp and Arden Way at Business 80 eastbound/westbound on-ramps is in the State Highway right-of-way. The City has obtained an encroachment permit for this work from CALTRANS. The Contractor shall conform to all applicable provisions of the encroachment permit. A copy of this permit may be reviewed at the City of Sacramento Engineering Division by first calling (916) 449-8221. Also, Contractor shall obtain an encroachment permit from CALTRANS District 3 Permit Engineer (Bill Smith, 703 "B" Street, Marysville, CA 95901, (916) 741-4401) prior to beginning work within State right-of-way.

## Maintenance of Traffic, Public Safety and Convenience

Maintainence of traffic and public safety shall conform to Section 34-5 of the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to Sections 6-6, 6-7, 6-8, and 6-9 of the Standard Specifications and these Special Provisions.

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.

Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance.

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

Driveways may only be closed after giving property owners 24 hour notice in advance of the closure. Driveways may only be closed during normal work periods, except when forms are in place, or while concrete or asphaltic concrete are being placed.

At least <u>ONE</u> lane of traffic in each direction shall be maintained between working hours <u>8:30 A.M.</u> and <u>3:30 P.M.</u> At night and during other periods when work is not in progress, the entire roadway shall be kept open for traffic. Steel plates or other approved methods shall be used to cover all open excavations in roadways during non-working hours. Lane closures may be made for construction purposes only.

The Contractor shall notify the City signal shop (449-5714) 24 hours prior to key cutting, planing, or installing conduit within 300 feet of any signalized intersection to enable location of buried detector or signal interconnect wiring. The Contractor shall be liable for the cost of repairing damage to any such detector or signal interconnect wiring.

When working in State right-of-way (Business 80) traffic control shall conform to CALTRANS "MANUAL OF TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES". At the Business 80 on and off-ramps, traffic shall be allowed to use the ramps at all times.

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

## Notification to Property Owners

The Contractor shall be responsible for notifying all property owners along the line of work twenty-four (24) hours prior to commencing work in front of said properties at Location 4, Marysville Blvd. and South Ave.

#### Protection of Existing Improvements

Existing improvements, utility and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, fences, walls and other improvements including existing pavements, sidewalks, street improvements 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 shall be liable for costs or repairing damage to existing improvements.

The cost for protection of existing improvements shall be included with those bid item the bidder deems appropriate.

## Existing Utilities

Attention is directed to the provisions in Section 6-17, "Main and Trunkline Utilities", of the Standard Specifications.

## Maintaining Existing Drainage

The Contractor shall be responsible for maintaining existing drainage until new drainage improvements are complete and functioning. No compensation will be paid to the Contractor for maintenance of the existing facilities. Contractor shall include the cost of this work in the items as deemed appropriate.

## Pavement Cutting and Restoration

Pavement cutting and restoration shall conform to the provisions of Sections 10-7 and 26-8 of the Standard Specifications and these Special Provisions.

Where pavement cutting takes place more than one (1) calendar day before trench excavation, the Contractor shall fill the pavement cuts with asphaltic patching mix and maintain a smooth riding surface until trenching begins. No pavement cutting shall precede trenching by more than seven (7) calendar days unless approved by the Engineer

Restoration of existing pavement shall consist of four inches (4") of asphaltic concrete on twelve inches (12") of aggregate base Class 2 on all streets.

Asphaltic concrete pavement shall be Type A, Coarse for base courses and Type B, Medium for surface courses. Surface course material may be substituted for base course material.

## II. ITEMS OF THE PROPOSAL

## Item No. 1 - Asphaltic Pavement, 4", Aggregate Base Course, 12", to Construct

Where called for on the Plans, the Contractor shall construct pavement consisting of a twelve inch 12" thick aggregate base course laid in three four inch courses, and a four inch (4") inch thick asphaltic concrete pavement laid in one two inch (2") base course and one two inch (2") surface course.

A tack coat of asphaltic emulsion shall, at the direction of the Engineer, be applied to existing pavement surfaces to receive overlay courses and shall conform to Section 22 of the Standard Specifications.

Aggregate base material shall be Class 2 and conform to Sections 10-7 and 17 of the Standard Specifications.

Asphaltic concrete pavement shall be Type A, Coarse for base courses and Type B, Medium for surface courses. Surface course material may be substituted for base course material.

<u>Payment</u> for this item shall be at the contract unit price indicated in the proposal per square foot of pavement in place and payment shall include full compensation for furnishing and placing all base course, asphaltic concrete surface and for furnishing all materials, tools, labor, equipment and doing all work necessary to construct this item complete in place.

## Item No. 2 - Sidewalk, 3-1/2" P.C. Concrete, to Construct

Portland cement concrete sidewalks including Handicapped Ramps, shall be constructed where shown on the Plans and conform to the details on the Plans and applicable requirements of Section 24 of the Standard Specifications.

The gutter portion of the Handicapped Ramps shall be paid with Curb and Gutter No. 4.

<u>Payment</u> shall be at the unit price bid per square foot for sidewalk, including Handicapped ramps, in place which will include full compensation for furnishing, placing and later removing forms; furnishing the concrete; furnishing and placing expansion joint material; finishing the sidewalk surface; curing the sidewalk, and doing such other work as may be necessary to construct the sidewalk in place.

## Item No. 3 - Curb and Gutter No. 4 to Construct

Portland cement curb and gutter shall be constructed to the details shown on the Plans and conform to the applicable requirements of Sections 24 and 38 of the Standard Specifications.

Contractor shall note that at certain corners of the intersection, curb height shall be six (6) inches instead of seven (7) inches as shown in Section 38 of the Standard Specifications.

Also included in this item is the work required to transition from curb and gutter No. 4 to rolled curb and gutter and the curb portion of the Handicapped Ramps.

<u>Payment</u> shall be at the unit price bid per lineal foot for curb and gutter No. 4 which will include full compensation for furnishing all materials, labor, tools and equipment necessary to complete this item in place.

#### Item No. 4 - Curb and Gutter No. 13 to Construct

Portland cement curb and gutter shall be constructed to the details shown on the Plans and conform to the applicable requirements of Sections 24 and 38 of the Standard Specifications.

Also included in this item is the work involved to transition curb and gutter No. 13 to original configuration of rolled curb and gutter.

<u>Payment</u> shall be at the unit price bid per lineal foot for curb and gutter No. 13 which will include full compensation for furnishing all materials, labor, tools and equipment necessary to complete this item in place.

## Item No 5 - Curb No. 17, Modified, to Construct

Portland cement concrete Curb No. 17, Modified, shall be constructed to the details shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 24 and 38 of the Standard Specifications.

Contractor shall replace in-kind, at his expense, any existing improvements removed for placement of form work or equipment.

<u>Payment</u> shall be at the unit price bid per lineal foot for concrete curb No. 17, which will include full compensation for furnishing all materials, labor, tools, and equipment necessary to complete this item in place.

## Item No. 6 - Water Valve Box, to Adjust

This item shall consist of adjusting standpipe and placing new valve boxes to conform to the grade of the new surface in accordance with these Special Provisions and with Sections 27 and 38 of the Standard Specifications.

- 1. The Contractor will notify the Division of Water one (1) week prior to paving City Streets.
- 2. The Contractor will insure against covering water valve box covers with asphaltic coatings during paving operations. Standpipes will be kept clean and free of paving materials and debris with the valve operating nut exposed.
- 3. The Contractor shall furnish new steel standpipe and extension material for each valve box location to be adjusted.

<u>Payment</u> shall be at the contract price indicated in the proposal per each water valve box adjusted to grade, and shall include full compensation for adjusting, temporarily lowering, furnishing all new boxes and for furnishing all materials, tools, equipment, and incidentals required to complete this item.

## Item No. 7 - Curb, Gutter and Sidewalk to Remove

Where shown on Plans, and as directed by the Engineer, portions of existing concrete curb, gutter and sidewalk shall be removed. Existing sidewalk, curb and gutter shall be saw-cut full depth prior to beginning removal operation.

Removed material shall become the property of the Contractor and shall be disposed of away from the project site in accordance with Section 13-2 of the Standard Specifications.

Also included in this item is the required excavation for placement of new improvements.

<u>Payment</u> shall be at the unit price bid per square foot and shall include full compensation for all work necessary to complete this item.

## Item No. 8 - Asphaltic Concrete Pavement Section To Remove

Asphaltic concrete sections shall be removed as shown on the Plan and to the required depth for placement of new pavement sections as directed by the Engineer.

Asphaltic pavement to be removed shall be sawcut on a neat straight line and in such a way that adjacent improvements or facilities are not disturbed. Removed material shall become the property of the Contractor and shall be disposed of away from the project site in accordance with Section 13-2 of the Standard Specifications. Included with this item of the proposal will be the removal of asphalt traffic medians and median curbs where shown on the Plans and as directed by the Engineer.

<u>Payment</u> shall be at the unit price bid per square foot and shall include full compensation for all work necessary to complete this item.

#### Item No. 9 - Traffic Median to Construct

This item shall consist of constructing asphaltic concrete median to the location and details shown on the Plan and shall conform to the applicable requirements of Section 22 of the Standard Specifications.

A minimum of 2" thick AC shall be placed on compacted fill, as specified in Section 14-4 of the Standard Specifications. Asphaltic concrete pavement shall be Type B, Medium per Section 22 of the Standard Specifications.

No organic material shall be allowed in the fill material. Job excavated material may be used as allowed by the Engineer.

<u>Payment</u> for this item shall be at the unit price bid per square foot of traffic median to place, which price and payment shall include full compensation for furnishing and placing all asphaltic concrete surface, fill material and for furnishing all compaction, tools, labor. equipment and doing all work necessary to complete this item.

## Item No. 10 - Chain Link Fence Section to Remove and Relocate

Existing chain link fence shall be removed and relocated in conformance with the requirements of Section 31 of the Standard Specifications and as shown on the Plans.

<u>Payment</u> shall be at the contract lump sum bid price and shall include all labor, materials, equipment, and incidentals required to remove and relocate this fence complete in place.

#### Item No. 11 - Install Interconnect Cable in Existing Conduit

The work to be performed for this item includes furnishing and installing all necessary material to install a new interconnect cable in existing traffic signal and street lighting conduits, as shown on the Plans, at the following locations starting at the intersection of Del Paso Blvd/Arden Way/Canterbury Rd./Grove Ave:

<u>Del Paso Boulevard</u> - (to the north)	Arden Way/Canterbury Rd./Grove Ave. to Oxford Street; Fairfield Street to El Camino Ave./Beaumont; Del Paso Blvd. at Eleanor/Glenrose;					
<u>Arden Way</u> -	Arden Way/Evergreen to Arden Way at Business 80					
(to the east)	Eastbound and Westbound On-ramps					

Rio Linda Blvd. - Rio Linda Blvd. at Eleanor Ave.

Included in the work shall be the furnishing and installing of the interconnect cable and all appurtenances as shown on the Plans and called for in these Special Provisions. Work performed and material used to complete this item shall be in conformance with the following Sections included in these Special Provisions:

## Conduits, Conductors, Interconnect Cable, Pullboxes, and Wiring

Prior to scheduling the installation of new interconnect conduit, the Contractor shall inspect the existing conduit runs shown on the Plans requiring the addition of interconnect cable. The Contractor shall verify that the existing conductors move and that the existing conduit is undamaged. The Contractor shall notify the Engineer in writing the locations of existing conduit that is not usable. For unusable conduit runs, new conduit and interconnect cable will be installed and paid for under separate items of work.

Measurement for payment shall be based upon the lineal footage of interconnect cable installed as a part of this item.

<u>Payment</u> shall be at the unit price bid per lineal foot of interconnect cable installed and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in this item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

## Item No. 12 - Install 2" Conduit, Interconnect Cable, and Conductors

The work to be performed for this item includes furnishing and installing all necessary equipment and material to install a new two inch (2") conduit, interconnect cable, pullboxes, ground conductor and all appurtenances as shown on the Plans and called for in the Special Provisions at the following locations starting at Del Paso Blvd./Arden Way/Canterbury Rd./Grove Ave.:

<u>Del Paso Boulevard</u>	-	Oxford Street to Fairfield St.;
		El Camino Ave/Beaumont St. to Marysville Boulevard;

El Camino Avenue - Del Paso/Beaumont St. east to Erickson St.

<u>Marysville Blvd.</u> - Del Paso Blvd. to South Avenue (excluding distances included in Item No. 13);

Eleanor Ave. - Del Paso Blvd./Eleanor to Rio Linda/Eleanor

Work performed and material used to complete this item shall be in conformance with the following Sections included in these Special Provisions:

Conduits, Conductors, Interconnect Cable, Pullboxes, and Wiring.

Measurement for payment shall be based upon the lineal footage of 2" conduit installed as a part of this item. When two or more new conduits are to be installed, the cost for trenching in the street shall be paid for under this item.

<u>Payment</u> shall be at the unit price bid per lineal foot of 2" conduit installed and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in this item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

## Item No. 13 - Install 3" Conduit, Communication Cable, and Conductors

The work to be performed for this item includes furnishing and installing all necessary equipment and material to install a new three inch (3") conduit, communication cable, ground conductor and all appurtenances at the following locations as shown on the Plans and called for in the Special Provisions:

Del Paso Boulevard - Evergreen St./Lampasas to Marysville Blvd.

Marysville Blvd. - Del Paso Blvd. to Arcade Blvd.

Work performed and material used to complete this item shall be in conformance with the following Sections included in these Special Provisions:

# Conduits, Conductors, Communication Cable, and Wiring.

Measurement for payment shall be based upon the lineal footage of 3" conduit installed as a part of this item. When two or more new conduit runs are to be installed, the cost for trenching in the street shall be paid for under Item No. 12.

<u>Payment</u> shall be at the unit price bid per lineal foot of 3" conduit installed and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in this item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

## Item No. 14 - Install Galvanized Conduits Across Bridges

The work to be performed for this item includes furnishing and installing all necessary equipment and material to strap and place cables in new three inch (3") and two inch (2") galvanized conduits across the bridges at the following locations as shown on the Plans and as called for in these Special Provisions:

- 1. Bridge over the culvert approximately 75+ feet north of Marysville Blvd. and Del Paso Blvd.
- 2. Bridge over Arcade Creek approximately 60+ south of the intersection of Marysville Blvd. and Los Robles Blvd.

Included in the work shall be the furnishing and installing of straps, conduit, wires, pullboxes and all appurtenances as shown on the Plans and as called for in the Special Provisions. Work performed and material used to complete this item shall be in conformance with the following Sections included in these Special Provisions:

#### Conduit, Conductors, Cables, Pullboxes, and Wiring.

<u>Payment</u> shall be at the unit price per lineal foot of conduit installed and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in this item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

## <u>Item No. 15 - Install Telephone Riser and Conduit, Del Paso Blvd. and El</u> Camino Avenue

The work to be performed for this item includes furnishing and installing all necessary equipment and material to install a one inch (1") galvanized riser, pull box, one and one-half inch (1-1/2") conduit, conductors, and all appurtenances as shown on the Plans. The 1-1/2" conduit to be installed starts at the pull box next to the utility pole on El Camino and extends  $220'\pm$  to the pull box adjacent to the controller cabinet on the corner of Del Paso Boulevard and El Camino Avenue. The quadrant location and installation of the riser shall be in accordance with Pacific Bells's requirements. Work performed and material used to complete this item shall be in conformance with the following Sections included in these Special Provisions:

#### Conduits, Conductors, Pullboxes, and Wiring

<u>Payment</u> shall be at the contract lump sum price to install the telephone riser and conduit and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in this item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

## Item No. 16 - Install Fire Alarm Riser and Conduit, Del Paso Blvd. and Evergreen/Lampasas Ave.

The work to be performed for this item includes furnishing and installing all necessary equipment and material to install a two inch (2") galvanized riser, panel enclosure, ground rod, pullbox, two inch (2") conduit and all appurtenances shown on the Plans. The 2" conduit shall be installed starting at the pullbox next to the utility pole on the northwest corner of Del Paso Blvd. and Lampasas, and extending north 175± on Del Paso Blvd. to the new interconnect pedestal. The quadrant location for the riser shall be in accordance with SMUD's requirements. Work performed and material used to complete this item shall be in conformance with the following Sections included in these Special Provision:

# Conduits, Conductors, Pullboxes, and Wiring

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<u>Payment</u> shall be at the contract lump sum price to install the fire alarm riser and conduit shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in this item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

# Item No. 17 - Install Fire Alarm Riser, Marysville Blvd. at Arcade Blvd.

The work to be performed for this item includes furnishing and installing all necessary equipment and material to install a two inch (2") galvanized riser, panel enclosure, ground rod, and all appurtenances shown on the Plans. The riser will be installed on the utility pole 80± from the southwest corner of Marysville Blvd. and Arcade Blvd. Work performed and material used to complete this item shall be in conformance with the following Sections included in these Special Provisions:

# Conduits, Conductors, Pullboxes, and Wiring

<u>Payment</u> shall be at the contract lump sum price to install the fire alarm riser and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in this item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

## Item No. 18 - Install Interconnect Pedestals

The work to be performed for this item includes furnishing and installing all necessary equipment and material to install a new interconnect pedestal, foundation, conduits to the pedestal, interconnect cables, communication cable(s), ground conductors and all appurtenances as shown on the Plans and called for in the Special Provisions. Interconnect pedestals shall be installed at the following locations as shown on the Plans:

- 1. Del Paso Blvd. at Evergreen/Lampasas Ave.
- 2. Del Paso Blvd. at Glenrose/Eleanor Ave.
- 3. Del Paso Blvd. at Marysville Blvd.
- 4. Marysville Blvd. at Hagginwood School

Work performed and material used to complete this item shall be in conformance with the following Sections included in these Special Provisions:

## Conduits, Conductors, Cables, and Wiring.

Interconnect pedestals shall also conform to the following:

The interconnect pedestal shall be fabricated from 12 gage sheet steel in accordance to the dimensions shown on the Plans. The meter section will not be required. The enclosure shall be weatherproof and dust tight. All welds shall be ground smooth and finished so that grind marks are not visible.

A hinged outside door shall be provided with a heavy duty drawlatch suitable for padlocking.

After fabrication, the pedestal shall be hot dipped galvanized in conformance with the State Standard Specifications Section 75-1.05 "Galvanizing". Each solidified droplet, needle or other residue left on or in the pedestal after the galvanizing process shall be hand filed away, leaving a smooth surface and leaving the minimum required thickness zinc coating.

Prior to galvanizing, each hole or opening in the pedestal or dead front shall be drilled or cut 1/64" larger than the specified size. After galvanizing, each hole or opening shall be redrilled or re-cut to its specified hole size. No welding or spot welding shall be performed after galvanizing. In lieu of galvanizing, stainless steel pedestals of approved design will be acceptable.

#### Cable Termination Panel, Removable

Mounted in each interconnect pedestal shall be a total of SIX (6) terminal barrier blocks for termination of FOUR (4) interconnect cables, 12 twisted pair #19 AWG, and for the termination of TWO (2) communication cables, 8 twisted pair #14 AWG. Terminal barrier blocks for the interconnect cable shall be approved screw-type blocks. Each terminal barrier block for the interconnect cable shall have TWELVE (12) barrier connector positions. Terminal barrier blocks for the communication cable shall be CINCH Type 10-150, KULKA Type 603-10, or approved equal. Each terminal barrier block for the communication cable shall have TEN (10) barrier connector positions. Terminal blocks shall be mounted on a removable panel and shall be a minimum of 1 foot above the bottom of the cabinet. Terminal barrier blocks shall be placed in accordance with the placement and dimensions shown on the Plans or as directed by the Engineer.

Reasonable sized black laminated white center nameplates shall identify the control circuits terminated therein.

The entire interconnect 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 each cabinet during construction. After construction, the Contractor shall provide a Master lock for each cabinet that will accept a Type 3207 key.

Termination of the communication cables in the interconnect pedestals will be made by City Fire Alarm Personnel.

<u>Payment</u> shall be at the unit price bid per each interconnect pedestal installed and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in this item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

## Item No. 19 - Supply Controller Synchronization Units

Five (5) controller synchronization units shall be provided. Units shall be Model OEM-10 or approved equal and shall be compatible with the existing City supplied traffic signal controller and master controller. The synchronization units shall conform to the following:

A . System Performance

Time Accuracy:	Within 10 milliseconds of Coordinated Universal Time (UTC), traceable to the					
	National Bureau of Standards (NBS).					
Drift:						
(no signal input)	10 milliseconds/day at room temperature					
Time to Acquire:	(lock-on) 2.5 minutes, minimum, with strong WWV					
	signal, 4-6 minutes, typical					

B. Data Output

Data Available:	Year, month, hour, minute, second, tenths of seconds, hundredths of seconds, status word and checksum
Protocol:	1. RS-232C (110, 300, 1200, 2400 and 9600 baud)

2. TTL-Level Serial Interface (with interlocking handshake).

Receiver/Amplifier

С.

Туре:	AM (Crystal controlled, Dual-Conversion,						
	Superheterodyne).						
Frequencies:	2.5, 5, 10, 15, and 20 MHz.						
Antenna Input:	Both 50 ohm and 36" external whip. (BNC						
	connectors)						
Selectivity:	I.F. bandwidth; 3 KHz @ 3 dB points.						
I.F. Frequencies:	1st I.F. 4.5 MHz, 2nd I.F. 455 KHz.						
Image Rejection:	60 dB or better.						
Sensitivity:	1 microvolt for 20 dB (S+N)/N nominal.						
	Audible at less than 0.5 microvolt input.						
AGC	Less than 1 dB change in audio output for a						
	90 dB input change.						
Audio Output:	1 Watt into 8 ohms, less than 5% distortion						
	(external speaker and volume control)						

The Contractor shall deliver the controller synchronization units to Corporate Center South, 5730 24th Street, Building 11, Sacramento, California.

<u>Payment</u> shall be at the unit price bid per each controller synchronization unit supplied and delivered.

# <u>Item No. 20 - Install 3 pair Interconnect Cable in Existing Conduit, Arden Way</u> <u>at Business 80 Westbound Off-ramp to Arden Way at Business 80 Eastbound/</u> <u>Westbound On-ramps</u>

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and material to add a 3-pair interconnect cable in existing conduit, starting from the traffic signal on Arden Way at Business 80 Westbound Off-ramp 1400+ east to the traffic signal on Arden Way at Business 80 Eastbound/Westbound On-ramps. Included in the work shall be the furnishing and installing of the 3 pair interconnect cable and all appurtenances as shown in the Plans and as called for in these Special Provisions.

Work performed and material used to complete this item shall be in conformance with the following sections included in these Special Provisions:

#### Interconnect Cable - 3 Pair

<u>Payment</u> shall be at the contract bid price per lineal foot to supply and install the 3 pair interconnect cable and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in this item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

## Item No. 21 - Install New Traffic Signal, Marysville Blvd. and Del Paso Blvd.

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and material to install the new traffic signal system at this location. Included in the work shall be the furnishing and installing of conduits, wires, signal equipment and all appurtenances as shown in the Plans and as called for in these Special Provisions.

#### Payment

Payment shall be at the contract lump sum bid price for the construction of the traffic signals and modifications and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete the following item:

## ltem No. 21 - Install New Traffic Signal, Marysville Blvd. and Del Paso Blvd.

in accordance with the Plans, Specifications and these Special Provisions and as directed by the Engineer.

#### Item No. 22 - Modify Traffic Signal, Marysville Blvd. and Hagginwood School

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and material to modify the traffic signal system at this location. Included in the work shall be the furnishing and installing of conduits, wires, signal equipment and all appurtenances as shown in the Plans and as called for in these Special Provisions.

### Payment

Payment shall be at the contract lump sum bid price for the construction of the traffic signals and modifications and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete the following item:

## Item No. 22 - Modify Traffic Signal, Marysville Blvd. and Hagginwood School

in accordance with the Plans, Specifications and these Special Provisions and as directed by the Engineer.

## Item No. 23 - Modify Traffic Signal, Marysville Blvd. and Los Robles Boulevard

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and material to modify the traffic signal system at this location. Included in the work shall be the furnishing and installing of conduits, wires, signal equipment and all appurtenances as shown in the Plans and as called for in these Special Provisions.

## Payment

Payment shall be at the contract lump sum bid price for the construction of the traffic signals and modifications and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete the following item:

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# Item No. 23 - Modify Traffic Signal, Marysville Blvd. and Los Robles Boulevard

in accordance with the Plans, Specifications and these Special Provisions and as directed by the Engineer.

# Item No. 24 - Modify Traffic Signal, Marysville Blvd. and Arcade Blvd.

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and material to modify the traffic signal system at this location. Included in the work shall be the furnishing and installing of conduits, conduit stub-outs, wires, service riser, pull boxes, controller cabinet, and all appurtenances as shown on the Plans and as called for in these Special Provisions.

#### Payment

Payment shall be at the contract lump sum bid price for the construction of the traffic signals and modifications and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete the following item:

# Item No. 24 - Modify Traffic Signal, Marysville Blvd. and Arcade Blvd.

in accordance with the Plans, Specifications and these Special Provisions and as directed by the Engineer.

# Item No. 25 - Modify Traffic Signal, Marysville Blvd. and South Ave.

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and material to modify the traffic signal system at this location. Included in the work shall be the furnishing and installing of conduits, conductors, interconnect cables, pullboxes, signal equipment and all appurtenances as shown in the Plans and as called for in these Special Provisions.

#### Payment

Payment shall be at the contract lump sum bid price for the construction of the traffic signals and modifications and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete the following item:

# Item No. 25 - Modify Traffic Signal, Marysville Blvd. and South Ave.

in accordance with the Plans, Specifications and these Special Provisions and as directed by the Engineer.

# Item No. 26 - Modify Traffic Signal, Marysville Blvd. and Grand Ave.

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and material to modify the traffic signal system at this location. Included in the work shall be the furnishing and installing of conduits, conductors, interconnect cables, pullboxes, signal equipment and all appurtenances as shown in the Plans and as called for in these Special Provisions.

#### Payment

Payment shall be at the contract lump sum bid price for the construction of the traffic signals and modifications and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete the following item:

## Item No. 26 - Modify Traffic Signal, Marysville Blvd. and Grand Ave.

in accordance with the Plans, Specifications and these Special Provisions and as directed by the Engineer.

II. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

## Pull Boxes

Shall be in accordance with Section 34-11 of the Standard Specifications, except for the following:

- a. All pull boxes shall be placed in sidewalk areas and shall not be placed in driveways, in vehicular traveled lanes, or in sidewalk handicapped ramp areas.
- b. Pull boxes shall be placed a maximum of 200 feet apart and shall be spaced evenly where possible.

Pullboxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

#### Conduits

Conduits shall be in accordance with Section 34-10 of the Standard Specifications, except for the following:

- a. All conduit terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction.
- b. Conduit terminating in standards, pedestals and cabinets shall terminate one and one-half inches (1<sup>©</sup>") above finished grade.
- c. Conduit stubs shall be capped eighteen inches (18") below sidewalk grade.
- d. PVC conduit may be used for the conduit runs from the pull boxes to the traffic signal or street lighting foundations.

WHERE COMMUNICATION CABLE IS INSTALLED IN A CONDUIT RUN, the conduit shall be three inches (3") and shall have a MAXIMUM two hundred and seventy (270) degree bend in each conduit run as called for on the Plans.

#### Cables

#### Interconnect Cable

Interconnect cable shall conform to the following specifications as called for on the Plans:

A. <u>12 Twisted Pair Shielded Interconnect Cable</u> - Interconnect cable shall conform to Rural Electrical Association Specifications: PE-22 for polyethylene insulated and polyethylene jacketed telephone cable. The cable shall consist of 12 twisted pairs of No. 19 AWG solid copper conductors with an overall metal shield. Prior to delivery of the cable, Contractor shall furnish the Engineer a certified report of the tests made on the cable to show compliance with the above mentioned specification.

- <u>6 Twisted Pair Shielded Interconnect Cable</u> Interconnect cable shall conform to Rural Electrical Association Specifications: PE-22 for polyethylene insulated and polyethylene jacketed telephone cable. The cable shall consist of 6 twisted pairs of No. 19 AWG solid copper conductors with an overall metal shield. Prior to delivery of the cable, Contractor shall furnish the Engineer a certified report of the tests made on the cable to show compliance with the above mentioned specification.
- C. <u>3 Twisted Pair Interconnect Cable</u> Signal interconnect cable shall consist of six No. 20, minimum, stranded tinned copper conductors. Each conductor shall be insulated with 0.013-inch, minimum nominal thickness, color coded, polypropylene material. Conductors shall be in twisted pairs. Color coding shall distinguish each pair. Each pair shall be wrapped with an aluminum polyester shield and shall have a No. 22 or larger, stranded, tinned copper drain wire outside the shielded pair.

The cable jacket shall be black, high density polyethylene, rated for a minimum of 300 volts and 60 degrees C., and shall have a nominal wall thickness of 40 mils, minimum. The cable jacket shall be marked with the manufacturer's name, insulation type designation, number of conductors and conductor size, and voltage and temperature ratings.

#### Communication Cable

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Communication cable shall conform to "International Municipal Signal Association, Inc., Specification No. 20-2, 1984, Polyethylene-Insulated, Polyethylene Jacketed Communication Cable." The cable shall be 8 twisted pairs of No. 14 AWG solid copper conductors with an overall metal shield. Prior to delivery of the cable, Contractor shall furnish the Engineer a certified report of the tests made on the cable to show compliance with the above mentioned specification.

The following provisions shall apply to BOTH interconnect and communication cable:

Each end of the cable shall be properly sealed against moisture intrusion and shall be protected against injury.

A. <u>Cable Installation</u> - As shown on the Plans, interconnect cable and communication cable shall be installed in separate conduits (in the same trench) between termination points. Termination points are identified as controller cabinets and interconnect pedestals. A minimum of five feet (5') of slack cable for each cable shall be left coiled in each pull box and at each termination point. The ends of all cables shall be taped and made waterproof by dipping in an approved sealer prior to being installed in conduit and prior to being left overnight.

Splicing for conduit runs that contain communication cable will be allowed at a minimum of six hundred foot (600') intervals and only at pullboxes. The method of splicing and splicing materials to splice communication cable in the pullbox shall be subject to the approval of City Fire Alarm personnel, Pete Petrotta, (916) 449-8770. Splicing for interconnect cable will be allowed at a minimum of one thousand foot (1000') intervals and only at pullboxes. Conductors shall be soldered before applying splice insulation.

<u>Cable Testing After Installation</u> - The interconnect cable shall be installed and ready for cable testing (as specified below 20 working days prior to anticipated use of said cable).

Each insulated conductor in each length of completed cable, with all other insulated conductors grounded and shield grounded, shall have an insulation resistance of not less than:

Cable Lengths	500 Ft.	1000 Ft.	1500 Ft.	2000 Ft.
Megohms	500	250	160	125

This test shall be made using a 500 volt megohm meter applied for one (1) minute. The test may be terminated within the minute as soon as the measure demonstrates that the specified value has been met or exceeded.

The direct current (DC) resistance of each pair shall be measured by connecting each pair together at one end of the cable and loop resistance measured at the other end. The maximum resistance shall be 0.00805 OHMs per linear foot plus or minus 10% for a single #19 AWG conductor (interconnect cable). The maximum resistance shall be 0.00252 OHMs per linear foot plus or minus 10% for a single #14 AWG conductor (communication cable).

If the cable being tested fails any one or more of the above tests then the Contractor is obligated to seek out and repair the failure immediately. No extension of time or compensation will be allowed for repair of failure. All tests and corrections of failures shall be documented and shall be available for future reference.

## City Furnished Controllers and Cabinets

The City of Sacramento shall provide <u>FIVE (5)</u> Type "R" cabinets and <u>FIVE (5)</u> Type 90 controllers for following Locations 1, 3, 4, 5, and 6.

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The City of Sacramento shall provide ONE (1) Type "G" cabinet and ONE (1) Type 90 controller for Location 2.

One set of anchor bolts will be provided with each Type R controller cabinet.

The Contractor shall construct the foundation for the cabinet as shown on the Plans and designated by the Engineer. The Contractor shall install the cabinet on the foundation and make all wire connections to the appropriate terminals in the cabinet.

City forces will program all controllers, conflict monitors, and detector sensor units. 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.

The Contractor shall pick up the controller cabinets at Corporate Center South, 5730 24th Street, Building 11, Sacramento, California and deliver the controller cabinets to the job site.

## 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 which 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.

## Painting

Painting shall be in accordance with Section 34-15 of the Standard Specifications. Existing painted equipment to be reused shall be painted as specified on the Plans.

## Metered Electrical Service, Traffic Signals

The electrical services for the traffic signal and street lighting systems will be served from SMUD facilities as shown on the Plans. Services will be wired for 120/208 or 120/240 volts, three-wire as shown on the Plans.

<u>THREE (3)</u> new service pedestal(s) shall be supplied and installed as shown on the Plans at Locations 1, 2, and 3.

Each service pedestal shall consist of a separate metering section and a service section. The metering section shall be complete with SMUD approved meter socket, steel socket cover and manual circuit closing device.

The meter section shall have a removable cover-top and front sections welded together so that it is rain tight and padlockable. The meter section shall include provisions to allow SMUD to seal the meter section.

The service pedestal shall be fabricated from 12 gauge sheet steel in accordance with the dimensions shown on the Plans. The overall dimensions of the enclosure shall be 63" high x 12" wide x 9" deep. 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. Anchor bolts shall be inside or outside the service pedestal as shown on the Plans.

After fabrication the pedestal shall be hot dipped galvanized in conformance with the State Standard Specifications Section 75-1.05, "Galvanizing", and as specified in the Special Provisions. After galvanizing, no surface of the pedestal shall be deflected inward or outward more than 1/16" measured from the intended plane of the surface.

Each solidified droplet, needle or other residue left on or in the pedestal after the galvanizing process, shall be hand filed away, leaving a smooth surface and leaving the minimum required thickness of zinc coating.

Prior to galvanizing, each hole or opening in the pedestal or dead front shall be drilled or cut 1/64" larger than the specified size. After galvanizing, each hole or opening shall be redrilled or recut to its specified hole size. No welding or spot welding shall be performed after galvanizing.

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 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.

In lieu of galvanizing, the service pedestal may be fabricated from stainless steel. Each stainless steel service pedestal shall be fabricated from 14 gauge Type 304 stainless steel, except that the mounting brackets shall be 10 gauge Type 304 stainless steel. All welds shall be of highest quality and ground smooth and finished so that grind marks are not visible. Service enclosures shall be factory wired and conform to NEMA Standards. All control wiring shall be stranded copper, No. 14 AWG rated for 600 Volts. Wiring shall be arranged so that any piece of equipment can be removed without disconnecting any wiring other than the leads to the equipment being removed. All 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.

Mounted in each service pedestal shall be the following equipment:

- 1. One three-pole, 120-volt alternating current main breaker with 100ampere trip and an asymmetrical interrupting rating of 10,000 amperes at 240 volts. Each pole of the main breaker shall be provided with an individual "ON-OFF" control handle. Handle shall have handle ties for common trip. Breaker shall be Westinghouse Quicklag C or approved equal.
- One single-pole, 120/240-volt, 15-ampere trip, 10,000-ampere asymmetrical interrupting capacity circuit breaker for control circuit. Breaker shall be Westinghouse Quicklag C or approved equal.
- 3. Two single-pole, 120-volt alternating current branch circuit breakers for traffic signals each with 60-ampere trip and an asymmetrical interrupting rating of 10,000 amperes at 240 volts. Breakers shall be Westinghouse Quicklag C or approved equal.
- 4. Six single-pole, 120-volt alternating current branch circuit breakers for street lighting each with 40-ampere trip and an asymmetrical interrupting rating of 10,000 amperes at 240 volts. Breakers shall be Westinghouse Quicklag C or approved equal.
- 5. 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.
- Two 10-ampere, double-pole, double-throw pilot relays (Potter & Brumfield KRP11AG or approved equal) with two (2) fully wired eight-(8-) point industrial sockets as shown on the Standard Plans.
- 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.

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 12 single-pole circuit breakers. This shall include brass links and mounting hardware. Branch circuit panel shall be bussed panel using copper bus bar of 125-ampere capacity with bolt on circuit breakers bolting to the bus bars. Loop wiring will be accepted. However, all copper wiring used for main busing shall be rated for 125 amperes.

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 a master lock that will accept Type 3207 key for the service pedestal.

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

#### 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 specifications:

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 the two component, self-curing epoxy resin and envelope method. A two component, self-curing, epoxy resin shall be furnished in a double compartment, plastic envelope. The splice insulation shall be made by thoroughly mixing the two components in the envelope and, after cutting open one end of the envelope and inserting the wire connection into the epoxy resin and then taping shut the open end of the envelope.

Other methods may be used to mix and apply the epoxy resin. Sufficient epoxy resin shall be provided to completely cover the connector and exposed wires up to and including the outer jacket of the cable to provide for a completely waterproof insulated splice. The container shall be transparent to allow inspection.

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.

### 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 except all quadrapole detector loops shall be two (2) independent loops in the same saw slot with two (2) turns of loop conductors for each detector loop. Unless otherwise shown on the Plans, each new detector loop shall be  $6' \times 6'$  and centered in the street 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 meggared 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. Order of Loop Installation

The detector loops shall be installed after pavement key cutting and prior to installation of the new asphaltic concrete surfacing. For new streets or complete replacement of existing asphaltic section, the detector loops shall installed before the final lift of asphaltic concrete.

### 2. 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.

#### 3. 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.

## 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>	Percentage Passing		
#4	100%		
#8	91%		
#16	63%		
#30	39%		
#50	24%		
#100	10%		
#200	7%		

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

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

Where shown on the Plans, detector loops shall be sawcut into detector handholes. Detector handholes shall be Type B and shall be installed in conformance with Sheet ES-5E of the State Standard Plans. No splicing will be allowed in the detector handholes.

#### Traffic Signals and Fittings

#### A. Vehicle Signals

Each mast arm mounted signal head shall be all 12" diameter sections. Each turn signal indication shall be all 12" diameter arrow 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. 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. Each lens shall be of best quality glass true to color and free of imperfections. No plastic lenses nor reflectors will be allowed.

#### Pedestrian Signals

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Pedestrian signals shall conform to Section 86-4.05, "Pedestrian Signal Faces", of the State Standard Specifications. Pedestrian signals shall be of the incandescent Type A pedestrian signal heads.

Each pedestrian signal shall be provided with a hood and an egg crate visor.

The mounting height of the pedestrian push button shall be three feet (3').

#### Signal Lamps

Signal lamps shall conform to the following:

· ·	Wattage	<u>Voltage</u>	Lumen <u>Output</u>	Light Center <u>Length</u>	Lamp <u>Life</u>
12" Vehicle Signal Section	150	130	1950	3"	8000 hrs.
Pedestrian Hand and Walk Figure	116	130	1280	2-7/16"	8000 hrs.
8" Vehicle Signal Section	69	130	675	2-7/16"	8000 hrs.

# D. <u>Mounting Hardware</u>

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

# E. <u>Pedestrian Pushbuttons</u>

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

The pedestrian pushbuttons shall be micro switch type pushbuttons in heavy cast aluminum housings. The instruction sign shall be a minimum 20 gauge enameled steel,  $5" \ge 7-3/4"$  and shall display the appropriate sign for international symbol signals.

#### Traffic Signal and Lighting Standards

Traffic signal and lighting standards shall be of the type called for on the Plans. The length of traffic signal mast arms shall be as called for on the Plans. The length of luminaire mast arms shall be as called for on the Plans. All standards and mounting hardware to be furnished shall be galvanized.

# <u>Luminaires</u>

## Post Top Luminaires

Luminaires to be furnished and installed shall be 100-watt high pressure sodium post top luminaires with either grey or aluminum color of silicone acrylic resin or baked enamel paint to match galvanized steel poles. Each luminaire shall consist of a reinforced heavy gauge spun aluminum canopy, die cast aluminum ballast housing with porcelain socket, prismatic diffused acrylic refractor with top and bottom refractor gaskets and shall be suitable for mounting on a 3" to 3-1/4" outside diameter pole. Pole mounting shall be by two bolt self leveling slipfitter or three set screws. Set screws shall be hex or square head screws. Slotted or Allen set screws are not acceptable. If set screws are used, an approved aluminum mounting kit for installation between the luminaire and pole shall be provided. All external hardware shall be of stainless steel or other corrosion resistant metal.

Post Top Luminaires shall conform to the following:

- 1 Luminaire canopy shall be twenty-eight inches (28") in diameter minimum and shall be reinforced to provide no flexing of the canopy. Reinforcement shall be by means of a flat metal disc which shall be an integral part of the canopy. The top seal of the luminaire housing shall be mounted on the reinforcing flat metal disc.
- 2. One seal shall be attached to the canopy to provide a secure fit with the lens. A second seal shall be attached to the aluminum housing below the lens (or attached to the lens) to prevent the entry of dust and water. Seals shall be neoprene or approved equal, and shall be one-half inch (1/2") wide minimum and one-half inch (1/2") thick minimum.
- 3. Refractor type supplied shall be as shown on the Plan and shall be suitable for use with a clear high pressure sodium lamp.

4. The canopy shall be held by means of a threaded ring and hold down nut assembly. Canopy hold down mechanism using thumb screws and washers are not acceptable.

5. Unless a photo cell receptacle is specified, there shall be no photo cell receptacle hole in the luminaire assembly.

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The luminaire refractor shall be available in Illumination Engineering Society Type III and Type V light patterns when operated with a clear high pressure sodium lamp. An integral glare shield shall be available as an option. All refractors shall be of the diffuse type to provide optimum uniform illumination levels from each luminaire.

The ballast, socket, capacitor and starter shall be mounted on a frame which shall be removable by removing two screws.

The house side quadrant of each prismatic refractor shall be capable of directing the light rays of the lamp toward the street, away from the house side. In lieu of a prismatic house side quadrant an approved aluminum internal glare shield will be acceptable for a Type V Refractor.

# Mast Arm Mounted Luminaires

All new luminaires to be installed shall be inspected by the Engineer prior to installation.

Mast arm mounted high pressure sodium luminaires to be furnished and installed shall be of the integral ballast type equipped with magnetic regulator type ballast having a 10% + regulation. Luminaires shall be 200-watt high pressure sodium vapor lamps unless otherwise specified.

There shall be electrical isolation between the copper primary and secondary windings of the ballast. Luminaires shall be designed to produce asymmetric distributions conforming to Illuminating Engineering Society light pattern Type III unless otherwise specified. The units shall be suitable for two-inch (2") slipfitter end mounting.

Luminaires shall be medium semi-cutoff type with tempered glass refractors.

The overall length of the luminaire shall be thirty-four inches (34") minimum. The overall width of the luminaire shall be fourteen inches (14") minimum. The overall depth of the luminaire shall be thirteen and three-fourths inches (13-3/4").

Luminaires shall be supplied without photo cell receptacles unless otherwise called for on the Plans. If the luminaire housing is provided with a hole for the receptacle and the receptacle is not specified, the hole shall be closed in a weatherproof manner by using one of the following methods:

- 1. A stainless steel or aluminum plate at least one-half inch (1/2") thick pressed into the larger hole of the boss and securely fastened with RTV (room temperature vulcanizing silicone sealant.
- 2. A stainless steel or aluminum plate at least one-eighth inch (1/8") thick and gasket held by two stainless steel machine screws which are fastened into a base nut plate.

All luminaires supplied with photo cell receptacles that will not be used shall be required to completely bypass the receptacle and a shorting plug shall be securely installed in the receptacle.

#### Ballasts

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

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

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

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

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

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

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

#### High Pressure Sodium Vapor Lamps

Each luminaire shall be equipped with a clear high pressure sodium vapor lamp. The lamp base shall be a mogul screw base. Lamps shall conform to the appropriate ANSI Specifications for the luminaire voltage and wattage specified on the plans.

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The Contractor shall test each lamp to be used prior to installation. All lamps used shall conform to the following initial lamp voltage characteristics:

Lamps' Wattage	Rated Voltage	Voltage Range	
Watts	<u>Design Center (Nominal volts)</u>	Initial	
70	52	44-62	
100	55	. 45-62	
150	55	48-62	
200	100	90-115	
400	100	90-115	
1000	250	210-275	

The lamp voltage measurement may be made using a standard ballast or the fixture ballast or the fixture ballast intended for use with the lamp.

The measurement shall be made with an A.C. volt meter having an accuracy of one-tenth of one percent of full scale. All lamps that do not fall within the range specified shall not be installed on this contract. Contractor shall allow the lamps to reach a steady state condition after twenty (20) minutes before measurement is made.

The Contractor shall, as part of the guarantee, replace with the Contractors forces at the Contractors expense any and all lamps that fail within a one year period following final job acceptance. If the Contractor fails to respond within forty-eight (48) hours after notification, the City will reserve the right to replace the lamp and the contractor agrees to pay the City the sum of \$50.00 for each lamp replaced in this manner.

# Lighting Standards

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Lighting standards shall be in accordance with Section 34-18 of the Standard Specifications, except for the following:

Lighting standards shall be round tapered steel pole fabricated from cold rolled steel with dimensions and construction detail as shown on the Plans. Wall thickness of the lighting standards shall be No. 11 or heavier, U.S. standard gage steel having a minimum yield strength of 48,000 pounds per square inch. The standards shall be hot dipped galvanized after fabrication.

A. Mast arm standard shall have an eight-foot (8') long mast arm unless otherwise noted on the Plans. The Standard shall be installed with the mast at right angles with the centerline of the street.

On the bottom of the mast arm standard a 4" x 6-1/2" reinforced handhole with frame and cover shall be provided.

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B. On the bottom of the post top standard a  $4" \ge 6-1/2"$  reinforced handhole with frame and cover shall be provided.

#### <u>Field Test</u>

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Field Test shall be in accordance with Section 34-19 of the Standard Specifications.

# Inspection

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

# Traffic Signal Controller and Intersection Turn On

Traffic Signal Controller and Intersection Turn On shall be in accordance with Section 34-20 of the Standard Specifications.



THE HARTFORD

BOND NO.

42

KNOW ALL MEN BY THESE PRESENTS,

That we, COMMUNITY ELECTRIC, INC. as Principal, hereinafter called the Principal, and the HARTFORD CASUALTY INSURANCE COMPANY a corporation created and existing under the laws of the State of INDIANA , whose principal office is in HARTFORD CONNECTICUT CITY OF SACRAMENTO as Surety, hereinafter called the Surety, are held and firmly bound unto as Obligee, hereinafter called the Obligee, in the sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT BID----------102---for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Whereas, the Principal has submitted a bid for DEL PASO BOULEVARD & MARYSVILLE BOULEVARD INTERCONNECT AND IMPROVEMENTS. CONTRACT #PN:SB61

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

14TH	NOVEMBER		A.D. 1989
		COMMUNITY ELECTRIC, IN	C. (SEAL)
		HARTFORD CASUALTY INSURA	NCE COMPANY
		BY PAUL G. RUSCH, ATTORNEY-IN-FACT	(Titie)
		14TH NOVEMBER	By

(Approved by The American Institute of Architects, A.I.A. Document No. A-310, Feb., 1970 Edition)

# HARTFORD CASUALTY INSURANCE COMPANY

**EXECUTIVE OFFICE: Hartford. Connecticut** 

#### POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD CASUALTY INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, and having its Executive Office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

JAMES E. STARK, PAUL C. RUSCH, BARBARA A. GUERNSEY, and SCOTT R. HELDFOND SAN FRANCISCO, CALIFORNIA of

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies: guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.



and to bind the HARTFORD CASUALTY INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD CASUALTY INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the HARTFORD CASUALTY INSURANCE COMPANY at a meeting duly called and held on the 15th day of June. 1988.

RESOLVED, that, the President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President Particle Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and celiver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-Fact shall be as binding upon the Company as it signed by an Executive Officer and sealed and attested by one other of such Officers.

RESOLVED, that, Robert N. H. Sener, Assistant Vice-President, shall have, as long as he holds such office, the same powers as any Vice-President pursuant to the preceding Resolution

RESOLVED, that, whereas the President or any Vice-President, acting with any Secretary or Assistant Secretary, has the power and authority to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-Fact.

Now therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

RESOLVED, that, Robert N. H. Sener, Assistant Vice-President, may, as long as he holds such office, affix his signature by facsimile uant too and with the same effect as that granted to Vice-Presidents under the preceding Resolution.

In Witness Whereof, the HARTFORD CASUALTY INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary. this 1st day of March, 1988.

HARTFORD CASUALTY INSURANCE COMPANY

Attest

Robert J. Mathieu Secretary

STATE OF CONNECTICUT.

COUNTY OF HARTFORD.

Bobert N. H. Sener Assistant Vice-President

On this 18th day of March, A.D. 1988, before me personally came Robert N. H. Sener, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of the HARTFORD CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CONNECTICUT,

COUNTY OF HARTFORD.

day of

## منين في الم CERTIFICATE

Jacqueline T. Desrosiers, Notary Public My Commission Expires April 1, 1993

It the undersigned. Assistant Secretary of the HARTFORD CASUALTY INSURANCE COMPANY, an Indiana Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF A TORNEY remains in full force and has not been revoked; and furthermore, that the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force. 14TH

Signed and sealed at the City of Hartford.

SS



EMBER 19 89 anal A David A. Johnson Assistant Secretary

Form S-3507-5 (HC) Printed in U.S.A

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# State of California County of San Francisco

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On this <u>14TH</u> day of <u>NOVEMBER</u>, in the year <u>1989</u>, before me, the Notary Public in and for the said State, personally appeared <u>PA</u> personally known to me (or proved to me on the basis of satisfact) the person who executed the within instrument as Attorney-in-Fac therein named, and acknowledged to me that the Corporation exec by-laws or a resolution of its board of directors.

1 a.L. 22

Notary Public, State of California