



APPROVED  
BY THE CITY COUNCIL

MAR 2 1993

OFFICE OF THE  
CITY CLERK

1.11

**DEPARTMENT OF  
PUBLIC WORKS**

OFFICE OF THE DIRECTOR

**CITY OF SACRAMENTO  
CALIFORNIA**

February 16, 1993

CITY HALL  
ROOM 207  
915 I STREET  
SACRAMENTO, CA  
95814-2673

916-264-7110

ADMINISTRATION  
916-264-7100

FAX 916-264-5573

City Council  
Sacramento, California

Honorable Members in Session:

**SUBJECT:** BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT 92-01, INITIATION  
ACTIONS TO SET HEARING DATE

**LOCATION AND COUNCIL DISTRICT**

The Boulevard Park Street Lighting Assessment District is located in Council District No. 3. The district is generally bounded by 16th Street on the west, 24th Street on the east, "B" Street on the north, and "J" Street on the south (please see attach map marked Exhibit "A").

**RECOMMENDATION**

This report recommends that the City Council:

1. Adopt Resolution Approving Boundary Map.
2. Adopted Resolution Amending Resolution of Intention
3. Adopt Resolution Setting Time and Place of Hearing for Determining Public Convenience and Necessity. (Hearing Date set for May 11, 1993).
4. Adopt Resolution Accepting the Report and Setting Hearing for Protests. (Hearing Date set for May 11, 1993).
5. Adopt Resolution Calling for Construction Bids (Bids to be received April 14, 1993).

**CONTACT PERSON**

Ronald Wicky, Special Districts Analyst, 264-5628

**FOR COUNCIL MEETING OF** March 2, 1993

**SUMMARY**

The street light assessment district has been requested by homeowners within the Boulevard Park neighborhood. A majority of property owners residing in the district have indicated their support for the improvements and assessment. Design plans have been completed and the project is ready to advertise for bid. The recommended Council action will formally initiate the assessment proceedings and establish a public hearing date for May 11, 1993.

City Council

Boulevard Park Street Lighting A.D.

February 16, 1993

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#### COMMITTEE/COMMISSION ACTION

None.

#### BACKGROUND INFORMATION

The proposed district will provide street lights for streets encompassing 853 lots in this historic downtown residential area. Staff recommends "historic style" light fixtures to enhance the neighborhood as well as provide an optimum light pattern for pedestrians and motorists. Additionally, the shorter light standard (12-foot) will avoid conflict with the many large trees in the area.

The request for street light improvements and assessment district originated from homeowners in Boulevard Park. Over the past year, Councilmember Pane and City staff have held a number of meetings with neighborhood representatives to discuss design concepts and to develop the district boundary. On May 23, 1992, the first community meeting was held with both residents and business owners within the district.

The Boulevard Park Neighborhood Association has been very active in distributing informational flyers, walking the neighborhood and coordinating district support. In June of last year, the Association assisted in conducting an informal survey of the area to gauge the general level of support. The results of this survey were presented to City Council on July 21, 1992 (See attached Exhibit "C").

At that time, Council authorized staff to proceed with design and preparation of construction plans. The plans have now been completed and the project is ready to advertise for bids. The Environmental document has been submitted to Environmental Services and will be filed with the County Recorder's office immediately following Council approval of the project. The Engineer's construction estimate is \$1,432,150.

#### FINANCIAL CONSIDERATIONS

This project will be financed by property owners within the district, and the City of Sacramento. The estimated total cost of the project is \$1,786,750. The estimated total amount to be assessed to property owners is \$1,895,450 and is itemized as follows:

Estimated Construction Cost	\$1,432,150
Contingency	141,000
Engineering & Project Management	121,950
Incidental Expenditures	<u>91,650</u>
Subtotal Project Cost	1,786,750
Less City Contribution	61,900
Subtotal District Cost	1,724,850
Reserve Account	<u>113,750</u>
Total Expenditures	1,838,600
Bond Discount	<u>56,850</u>
Amount Assessed to Property Owners	\$1,895,450

The estimated assessment for a typical 40-foot wide lot is \$1,800. The property owner may pay the assessment in one lump sum or over a 10 year period. Under the 10 year option, the payment is approximately \$300 per year.

City Council

Boulevard Park Street Lighting A.D.

February 16, 1993

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The above expenditures are detailed in the Engineer's Report on file with the City Clerk. Final budgeting recommendations will be made at the time of contract award.

The estimated City contribution of \$61,900 is for the replacement of existing lights on J Street from 16th Street to 20th Street.

A non-refundable fee of \$20 will be charged for each set of plans and specifications to cover the cost of reproduction.

#### POLICY CONSIDERATIONS


The procedures under which this district is being formed are set forth in the California Streets and Highways Code, specifically Division 12 entitled "*Municipal Improvement Act of 1913*" and Division 10 entitled, "*Improvement Bond Act of 1915*."

Project approval and authorization for bid advertisement are being performed in compliance with Chapter 58, Article III, Section 58.301, of the City Code.


#### MBE/WBE

Plans and specifications will be sent to 20 plan rooms and construction services organizations for publication and use by the Construction Industry of Northern California. There are 4 organizations on the distribution list that are directly involved with the MBE/WBE contractors.


Respectfully submitted,

  
GARY ALM  
Supervising Engineer

Recommendation Approved:

  
WALTER J. SLUPE  
City Manager

Approved:

  
JOHN E. MEDINA  
Director of Public Works

GA:RW:yg  
Disk 1

MEMORANDUM OF PROCEEDINGS TO BE CONSIDERED BY THE CITY COUNCIL  
OF THE CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA, ON  
TUESDAY, MARCH 2, 1993, IN CONNECTION WITH  
BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 92-01

It is in order to consider the following items:

1. Boundary Map. This is to be filed. Please note additional instructions below.
2. Resolution Approving Boundary Map. This is to be passed.
3. Resolution Amending Resolution of Intention No. 92-543. This is to be passed. Please note additional instructions below.
4. Resolution Setting Time and Place of Hearing for Determining Public Convenience and Necessity. This is to be passed.
5. Engineer's Report. This is to be filed. Please note additional instructions below.
6. Resolution Accepting Report and Setting Public Information Meeting and Public Protest Hearing. This is to be passed. Public Information Meeting to be held on **Tuesday, May 4, 1993,** and Public Protest Hearing to be held on **Tuesday, May 11, 1993.**
7. Notice of Public Information Meeting and Notice of Improvement. This is to be filed. Please note additional instructions below.
8. Resolution Calling for Construction Bids. This is to be passed. Bids to be received on **April 14, 1993.**
9. Notice Inviting Sealed Bids. This is to be filed. Please note additional instructions below.

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ADDITIONAL INSTRUCTIONS FOR THE CITY CLERK:

A. Boundary Map - Enclosed are the following:

- (i) Check to cover filing fee of boundary map; and
- (ii) Certificate Accepting the Filing of the Boundary Map with County Recorder

Please complete the certificate of filing and the certificate of approval on the face of the Proposed Boundaries map (four blue-line copies), using March 2, 1993 as the date of both filing and approval. Present one blue-line print and the filing fee to the County Recorder not later than March 16, 1993. The Recorder will complete the Recorder's certificate and will file the map in the Book of Maps of Assessment and Community Facilities Districts pursuant to Section 3112 of the Streets and Highways Code. Please conform the Recorder's certificate on the blue-line copies of the map. Keep the original certificate and one blue-line copy of the map in your

file of proceedings and return two copies of the certificate to the undersigned with the remaining two blue-line copies of the map.

- B. Resolution Amending Resolution of Intention No. 92-543. Please file a certified copy of this resolution with the original resolution of intention in your file of proceedings.
- C. Engineer's Report. This should be marked filed using March 2, 1993 as the filing date. DO NOT COMPLETE ANY OTHER CERTIFICATES AT THIS TIME. Please keep the Engineer's Report in your file of proceedings.
- D. Notice of Public Information Meeting and Notice of Improvement (for mailing). Following Council action on March 2, our office will provide you with notices for mailing to the affected property owners.

Please have the Notice of Public Information Meeting and Notice of Improvement published twice in the DAILY RECORDER, once a week for two successive weeks, with the first publication to be as soon as possible, but NO LATER THAN MARCH 25, 1993.

Please have the Notice of Public Information Meeting and Notice of Improvement posted on or near the Chamber Door of the City Council, beginning on MARCH 25, 1993. After posting, please complete the enclosed Certificate of Posting at Chamber Door in triplicate. The original is to be filed in your file of proceedings and the two copies are to be returned to our office.

- E. Notice Inviting Sealed Bids. Please have this notice published twice, once a week for two successive weeks, with the first publication to be as soon as possible, but NO LATER THAN MARCH 29, 1993. Please ask the newspaper to provide you with three affidavits of publication - one for your file of proceedings and two to be returned to our office.
- F. Please provide our office with two certified copies of each resolution adopted.

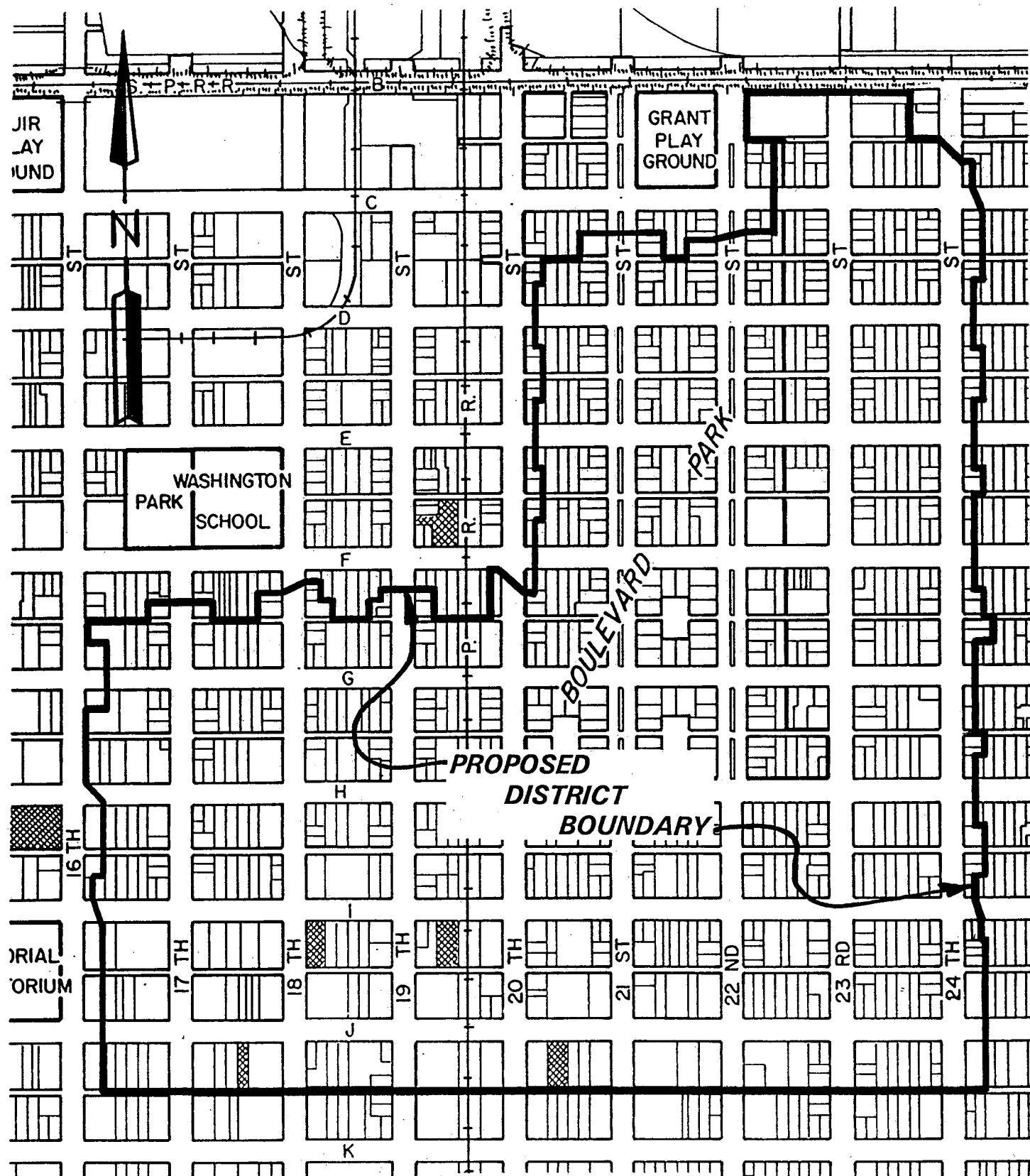
STURGIS, NESS, BRUNSELL & SPERRY  
a professional corporation

Philip D. Assaf

PDA:be  
Enclosures

EXHIBIT A

BOULEVARD PARK STREET LIGHTING  
ASSESSMENT DISTRICT NO. 92-01



## EXHIBIT B

### BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT 92-01

May 8, 1992	Informational Brochures/Survey Questionnaire Sent to Property Owners
May 23, 1992	Community Meeting
July 10, 1992	Survey Results Tallied
July 21, 1992	Council Adopts Resolution of Intention, Authorizes Design of Construction Plans
January 8, 1993	Project Design Completed

March 2, 1993

**COUNCIL ADOPTS RESOLUTION TO APPROVE ENGINEER'S  
REPORT AND SET HEARING DATE**

March 1993	Record Boundary Map with County Recorder
March 1993	Mail Notice of Hearing
April 14, 1993	Receive Bids
May 4, 1993	<b>City Council - Public Meeting/Receive Testimony/No Formal Action</b>
May 11, 1993	City Council - Public Hearing
	<b>COUNCIL CONSIDERS RESOLUTIONS TO DETERMINE PUBLIC CONVENIENCE AND NECESSITY, OVERRULE PROTESTS AND LEVY THE ASSESSMENTS (4/5 VOTE REQUIRED)</b>
May 1993	Record Assessment Diagram and Notice of Assessment with County Recorder
	Liens Placed on Affected Properties
	30-Day Cash Collection Period
July 6, 1993	<b>COUNCIL CONSIDERS RESOLUTION AUTHORIZING SALE OF BONDS, APPROPRIATION OF FUNDS - AWARD OF CONTRACT</b>
July 19, 1993	Bond Closing
July 1993	City Receives Proceeds from Bonds
July 1993	Contractor Notice to Proceed
December 1993	Estimated Completion Date for Improvements

## EXHIBIT C

### BOULEVARD PARK STREET LIGHT SURVEY ALL PARCELS WERE SURVEYED

District Size: 859 Parcels ± 109.7 Acres (est.)

AS OF 7/10/92

	In Favor	Opposed	Undecided	Total
<u>Response by Parcel</u>				
Number	243	238	378	859
Percent	28.3 %	27.7 %	44.0 %	100.0 %
<u>Reponse by Acreage</u>				
Acres	29.2 ac.	31.7 ac.	48.9 ac.	109.7 ac.
Percent	26.6 %	28.9 %	44.5 %	100.0 %

Total # of Parcels responding to survey 481			
	In Favor	Opposed	Total
<u>Owner Occupied</u>			
Number	129	85	214
Percent	60.3 %	39.7 %	100.0 %
<u>Non Owner Occupied</u>			
Number	114	153	267
Percent	42.7 %	57.3 %	100.0 %

NOTE: As of 7/10/92 — 56.0% of the total number of parcels in the district have responded.  
This equates to 55.5% of the district by area.



RESOLUTION NO. 93-082

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

RESOLUTION APPROVING BOUNDARY MAP

BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 92-01

The City Council of the City of Sacramento resolves:

A map entitled "Proposed Boundaries of Boulevard Park Street Lighting Assessment District No. 92-01, City of Sacramento, County of Sacramento, State of California" has been filed with the City Clerk.

This Council approves the map and adopts the boundaries shown on the map as describing the extent of the territory included in a proposed assessment district to be known as Boulevard Park Street Lighting Assessment District No. 92-01, City of Sacramento, Sacramento County, California.

This Council finds that the map is in the form and contains the matters prescribed by Section 3110 of the California Streets and Highways Code.

This Council directs the City Clerk to certify the adoption of this resolution on the face of the map, and to file a copy of the map with the County Recorder for placement in the Book of Maps of Assessment and Community Facilities Districts.

\* \* \*

This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 2nd day of March, 1993.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
FOR CITY CLERK USE ONLY

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

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

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APPROVED  
BY THE CITY COUNCIL  
MAR 2 1993  
OFFICE OF THE  
CITY CLERK

RESOLUTION NO. 93-083

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

APPROVED  
BY THE CITY COUNCIL

MAR 2 1993

OFFICE OF THE  
CITY CLERK

RESOLUTION AMENDING RESOLUTION OF INTENTION NO. 92-543

BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT  
NO. 92-01

The City Council of the City of Sacramento resolves:

On July 21, 1992, the City Council adopted Resolution of Intention No. 92-543 in Boulevard Park Street Lighting Assessment District No. 92-01, City of Sacramento, Sacramento County, California. Said Resolution of Intention No. 92-543 is hereby amended as follows:

The description of work is hereby amended to read:

a) The construction and installation of a complete high pressure sodium street lighting system together with all necessary appurtenances thereto in C Street from a point 110 feet, more or less, East of 22nd Street to a point 80 feet, more or less, East of 24th Street; in D, E and F Streets from a point 40 feet, more or less, East of 20th Street to a point 40 feet, more or less, East of 24th Street; in G, H, I and J Streets from a point 80 feet, more or less, East of 16th Street to a point 40 feet, more or less, East of 24th Street; in 17th, 18th, 19th and 20th Streets from a point 80 feet, more or less, South of F Street to a point 160 feet, more or less, South of J Street; in 21st and 22nd Streets from a point 80 feet, more or less, South of C Street to a point 160 feet, more or less, South of J Street; and in 23rd Street from B Street to a point 160 feet, more or less, South of J Street and in 24th Street from C Street to a point 160 feet, more or less, South of J Street.

b) The acquisition of all lands and easements and the performing of all work incidental to any of the above and necessary to complete the same.

In all other respects Resolution of Intention No. 92-543 remains unchanged.

FOR CITY CLERK USE ONLY

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

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

This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 2nd day of March, 1993.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
FOR CITY CLERK USE ONLY

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

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

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# RESOLUTION NO. 93-084

ADOPTED BY THE SACRAMENTO CITY COUNCIL

APPROVED  
BY THE CITY COUNCIL

MAR 2 1993

OFFICE OF THE  
CITY CLERK

ON DATE OF \_\_\_\_\_

RESOLUTION SETTING TIME AND PLACE OF HEARING FOR  
DETERMINING PUBLIC CONVENIENCE AND NECESSITY

BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 92-01

The City Council of the City of Sacramento resolves:

1. Tuesday, May 11, 1993, at 7:30 P.M. in the Chambers of the City Council of the City of Sacramento, 915 I Street, Sacramento, California, is hereby fixed as the time and place when and where any and all persons interested may appear and show cause why the Council should not find and determine that the public convenience and necessity require the construction and/or acquisition of the proposed improvement to be made in Boulevard Park Street Lighting Assessment District No. 92-01, without compliance with the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931.

2. The City Clerk of the City of Sacramento is hereby directed to give notice of the time and place of said hearing in the following manner:

By publishing a Notice of Public Information Meeting and Notice of Improvement, said publication to be not less than forty-five (45) days prior to the date of said hearing.

By posting a copy of the Notice of Public Information Meeting and Notice of Improvement at or near the place of meeting of the City Council for forty-five (45) days prior to the time of said hearing.

By mailing a copy of the Notice of Public Information Meeting and Notice of Improvement to each property owner in said proposed assessment district, said mailing to be sent not less than forty-five (45) days prior to the date of said hearing.

FOR CITY CLERK USE ONLY

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

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

This Resolution was passed and adopted by the City Council  
of the City of Sacramento, County of Sacramento, State of  
California, this 2nd day of March, 1993.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
FOR CITY CLERK USE ONLY

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

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

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RESOLUTION NO. 93-085

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

RESOLUTION ACCEPTING REPORT AND SETTING PUBLIC INFORMATION  
MEETING AND PUBLIC PROTEST HEARING

BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 92-01

The City Council of the City of Sacramento resolves:

1. At the direction of this Council, John E. Medina, Director of Public Works, as Engineer of Work for improvement proceedings in Boulevard Park Street Lighting Assessment District No. 92-01, City of Sacramento, Sacramento County, California, has filed with the City Clerk the report described in Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913). This Council accepts the report without modification, for the purpose of conducting a public information meeting and a public protest hearing to the improvements described in the report.

2. This Council sets 7:30 P.M. on May 4, 1993, at the Chambers of the City Council, 915 I Street, Sacramento, California, as the time and place for the public information meeting and sets 7:30 P.M. on May 11, 1993, at the Chambers of the City Council, 915 I Street, Sacramento, California, as the time and place for the public protest hearing to the proposed improvements.

3. The City Clerk is directed to mail the notices of improvement required by the Municipal Improvement Act of 1913, and to file an affidavit of compliance. The notice shall be published in THE DAILY RECORDER.

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This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 2nd day of March, 1993.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

FOR CITY CLERK USE ONLY

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

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

APPROVED  
BY THE CITY COUNCIL  
MAR 2 1993  
OFFICE OF THE  
CITY CLERK

RESOLUTION NO. 93-086

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF \_\_\_\_\_

APPROVED  
BY THE CITY COUNCIL

MAR 2 1993

OFFICE OF THE  
CITY CLERK

RESOLUTION CALLING FOR CONSTRUCTION BIDS

BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 92-01

The City Council of the City of Sacramento resolves:

1. This Council has given preliminary approval to the report of the Engineer of Work for improvements in Boulevard Park Street Lighting Assessment District No. 92-01, City of Sacramento, Sacramento County, California. The report includes plans and specifications for the construction of improvements described in the report.

2. The City of Sacramento will receive sealed proposals for this construction not later than 10:30 A.M. on April 14, 1993, in the office of the City Clerk located at 915 I Street, Sacramento California. At that time and place the sealed proposals will be publicly opened, examined and declared.

3. The City Council reserves the power in its discretion to reject all proposals. The award of construction contract, if made, shall be made to the lowest responsible bidder within the time fixed in the specifications (or any extension of time agreed to by the City and the lowest responsible bidder).

4. The City Clerk is directed to publish a notice inviting sealed proposals in THE DAILY RECORDER in accordance with the Local Agency Public Construction Act. The Engineer of Work is authorized to give additional notice and to distribute additional information as necessary in the judgment of the Engineer of Work, to secure competitive bidding.

5. The City Council hereby determines that in the event the contractor does not complete the work within the time specified in the proposed contract or within such further time as this Council shall have authorized, the contractor shall pay to the City liquidated damages in the amount of \$350.00 per day for each and every calendar day's delay in finishing the work beyond the completion date specified in said contract. Additional provisions

FOR CITY CLERK USE ONLY

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

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

with regard to said time of completion and liquidated damages are set forth in the specifications, which provisions are hereby referred to and incorporated herein by reference.

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This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 2nd day of March, 1993.

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Mayor

ATTEST:

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City Clerk

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FOR CITY CLERK USE ONLY

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

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

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NOTICE OF PUBLIC INFORMATION MEETING AND  
NOTICE OF IMPROVEMENT

BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 92-01

At 7:30 P.M. on May 4, 1993 at the Chambers of the City Council, 915 I Street, Sacramento, California, the City Council of the City of Sacramento will hold a public information meeting and at 7:30 P.M. on May 11, 1993, at the Chambers of the City Council, 915 I Street, Sacramento, California, the City Council will hold a public protest hearing on the Resolution of Intention (adopted July 21, 1992), and the Engineer's Report for Boulevard Park Street Lighting Assessment District No. 92-01, City of Sacramento, Sacramento County, California. The purpose of the public information meeting and the public protest hearing is to receive and consider protests against the proposed improvement, the extent of the assessment district, or the proposed assessment.

The proposed improvement is briefly described as follows:

a) The construction and installation of a complete high pressure sodium street lighting system together with all necessary appurtenances thereto in C Street from a point 110 feet, more or less, East of 22nd Street to a point 80 feet, more or less, East of 24th Street; in D, E and F Streets from a point 40 feet, more or less, East of 20th Street to a point 40 feet, more or less, East of 24th Street; in G, H, I and J Streets from a point 80 feet, more or less, East of 16th Street to a point 40 feet, more or less, East of 24th Street; in 17th, 18th, 19th and 20th Streets from a point 80 feet, more or less, South of F Street to a point 160 feet, more or less, South of J Street; in 21st and 22nd Streets from a point 80 feet, more or less, South of C Street to a point 160 feet, more or less, South of J Street; and in 23rd Street from B Street to a point 160 feet, more or less, South of J Street and in 24th Street from C Street to a point 160 feet, more or less, South of J Street.

b) The acquisition of all lands and easements and the performing of all work incidental to any of the above and necessary to complete the same.

The total estimated cost of the proposed improvement is \$1,895,441.04.

At the time and place set forth above, the City Council of the City of Sacramento will also hold a public hearing on the public convenience and necessity of the improvement, pursuant to the provisions of Article 16, Section 19 of the California Constitution, without compliance with the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931.

If owners of more than 50% in area of the land subject to assessment file a written protest, and protests are not withdrawn so as to reduce the protests to less than a majority, the project will be abandoned unless the City Council overrules the protests by a 4/5th vote of its members.

In the event that the amount provided for in these proceedings is insufficient to pay various costs and expenses incurred from time to time by the City and not otherwise reimbursed to the City which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto, this Council intends, pursuant to Section 8682.1 and subparagraph (f) of Section 10204 of the California Streets and Highways Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to provide therefor. The maximum amount of such annual assessment for the entire assessment district shall be \$19,000.00, levied on each assessed parcel pro rata to its original assessment.

For further particulars, you may refer to the Resolution of Intention and the Report, which are on file with the City Clerk at 915 I Street, Sacramento, California 95814. Inquiries about the protest proceedings will be answered by Ron Wicky, Special Districts Analyst, Public Works Department, City of Sacramento, 915 I Street, Room 207, Sacramento, CA 95814; Telephone (916) 264-5628.

Any interested person may file a written protest with the City Clerk at the address given above, at or before the time set for the hearing. Each protest must contain a description of the property in which the signer is interested, sufficient to identify the property.

DATED: March 2, 1993

VALERIE A. BURROWES, City Clerk,  
City of Sacramento,  
Sacramento County, California

CERTIFICATE OF POSTING  
AT CHAMBER DOOR

BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 92-01

The undersigned declares:

On \_\_\_\_\_, 1993, the undersigned posted a copy of the Notice of Public Information Meeting and Notice of Improvement for Boulevard Park Street Lighting Assessment District No. 92-01, City of Sacramento, Sacramento County, California, on or near the Chamber Door of the City Council of the City of Sacramento, for a period of forty-five days prior to April 27, 1993. A copy of said notice is attached hereto as Exhibit A.

Executed at Sacramento, California, this \_\_\_\_ day  
of \_\_\_\_\_, 1993.

I declare the foregoing to be true under penalty of perjury.

VALERIE A. BURROWES, City Clerk,  
City of Sacramento, Sacramento County,  
California

By \_\_\_\_\_

93-086  
Folder

AMENDED

## RESOLUTION NO. 93-086

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF MAR 0 2 1993

### RESOLUTION CALLING FOR CONSTRUCTION BIDS

BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 92-01

The City Council of the City of Sacramento resolves:

1. This Council has given preliminary approval to the report of the Engineer of Work for improvements in Boulevard Park Street Lighting Assessment District No. 92-01, City of Sacramento, Sacramento County, California. The report includes plans and specifications for the construction of improvements described in the report.
2. The City of Sacramento will receive sealed proposals for this construction not later than 2:30 P.M. on April 14, 1993, in the office of the City Clerk located at 915 I Street, Sacramento California. At that time and place the sealed proposals will be publicly opened, examined and declared.
3. The City Council reserves the power in its discretion to reject all proposals. The award of construction contract, if made, shall be made to the lowest responsible bidder within the time fixed in the specifications (or any extension of time agreed to by the City and the lowest responsible bidder).
4. The City Clerk is directed to publish a notice inviting sealed proposals in THE DAILY RECORDER in accordance with the Local Agency Public Construction Act. The Engineer of Work is authorized to give additional notice and to distribute additional information as necessary in the judgment of the Engineer of Work, to secure competitive bidding.
5. The City Council hereby determines that in the event the contractor does not complete the work within the time specified in the proposed contract or within such further time as this Council shall have authorized, the contractor shall pay to the City liquidated damages in the amount of \$350.00 per day for each and every calendar day's delay in finishing the work beyond the completion date specified in said contract. Additional provisions

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 93-086

DATE ADOPTED: MAR 0 2 1993

with regard to said time of completion and liquidated damages are set forth in the specifications, which provisions are hereby referred to and incorporated herein by reference.

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This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 2nd day of March, 1993.

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Mayor

ATTEST:

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City Clerk

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FOR CITY CLERK USE ONLY

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RESOLUTION NO.: 93-086  
DATE ADOPTED: MAR 0 2 1993

Item 1.11

Date: March 1, 1993

To: Mayor Serna and City Council Members

From: Margarita Banda, Boulevard Park Neighborhood Association

Re: Boulevard Park Street Lighting Assessment District

Below is a summary of the steps we have followed in forming a new lighting assessment district for our neighborhood. Concerns have been raised regarding proper notification to residents about this district and providing interpreters to translate for our Spanish speaking residents.

Notification steps taken by the city and the neighborhood association include:

March 1, 1992 - Boulevard Park Neighborhood Association monthly newsletter Committee Updates stated that I and my committee were working to acquire street lighting in the area.

May 1, 1992 - Boulevard Park Neighborhood Association monthly newsletter Agenda includes an update on the street lighting project. The Calendar of Upcoming Events included the May 9 petition kickoff party (see below). Recipients of the newsletter were also informed that a prototype street light and city staff would be at the kickoff party.

May 4, 1992 - City of Sacramento, Department of Public Works sent notice to all property owners to attend a community meeting to discuss the project.

May 8, 1992 - City of Sacramento sent postcards to all property owners in the district asking them if they supported or opposed the lighting project. Recipients were requested to respond, sign the cards, and return them to the city for tabulation.

May 9, 1992 - Boulevard Park Neighborhood Association kickoff party. We recruited over 20 neighbors to go door-to-door with an informational flyer on the street lighting project, property tax postponement programs for senior citizens, blind or disabled persons, and a petition requesting the legal property owners support of our project. All volunteers were requested to notify us of any non-English speaking heads of household, so that our Spanish interpreter (bi-lingual instructor Ralph Bonds) could discuss the lighting project with them in Spanish. Prototype street lamps were available for viewing during that day, everyone was invited to look at the lamp and to talk to city staff in attendance about the fixtures.

May 14, 1992 - Sacramento Bee Neighbors section News Digest included an article on the project.

May 23, 1992 - Official Community Meeting held by the City of Sacramento at Washington Elementary School. Ralph Bonds (bi-lingual translator) informed attendees that he was available to translate the meeting for anyone who requested (no one did).

Regular updates on the street lighting project were presented at Boulevard Park Neighborhood Association monthly membership meetings and board meetings. Dates for all of these meetings are published in the BPNA newsletter and all meetings are open to the public.

The last item in your packet is a flyer distributed to selected areas of the district and the response sent by BPNA co-chairpersons. We feel that the information presented on this flyer is misleading and not representative of the steps we have taken to insure that everyone had an opportunity to be informed of the project.

This project appears on the March 2 City Council Agenda as a consent item for purpose of requesting bids. This is a good time to put in a major lighting project, interest rates are low and pricing is very competitive. Delays could jeopardize this favorable pricing situation, as this is a slow season for lighting and construction companies.

If you have any questions, please contact me at 447-7829.

## PROPERTY TAX ASSISTANCE

### YOU MAY BE ELIGIBLE FOR PROPERTY TAX ASSISTANCE ALSO

#### What is Property Tax Assistance?

Once a year the State of California reimburses a portion of the property taxes paid on your home. To qualify, you must be 62 years or older, or blind or disabled, own and occupy your residence and your income must not exceed \$13,200 per year.

\*\*\*\*\*

#### Are seniors permitted to participate in both the Property Tax Postponement Program and the Property Tax Assistance Program?

Yes. Many seniors qualify for and participate in both programs. For those who do, the assistance they receive is used to reduce the amount of the postponement account.

\*\*\*\*\*

FOR INFORMATION AND FORMS  
FOR PROPERTY TAX ASSISTANCE,  
CALL THE TOLL-FREE NUMBERS  
SHOWN BELOW.

From Area Codes 213, 619, 714, 805 and  
818 call . . . 1-800-852-5711.

From Area Codes 209, 408, 415, 707 and  
916 call . . . 1-800-852-7050 (except  
Sacramento).

From the Sacramento Metropolitan area  
call . . . 369-0500.



GRAY DAVIS  
Controller of the State of California  
SACRAMENTO, CA 94250-2005



As State Controller, I am responsible for the administration of the Property Tax Postponement for Senior Citizens, Blind or Disabled Persons. Currently, more than 14,000 individuals participate in the program. Annually \$8 million in property taxes are postponed.

Potentially, thousands more seniors, blind or disabled persons are eligible and need the benefits provided by this program. For this reason, my staff developed this brochure with the hope of reaching out to contact more people.

You can help us reach these eligible persons by making this brochure available to those who might benefit from it. Please be reminded that the application date for enrollment is from May 16 to December 10.

Additional brochures are available upon request.

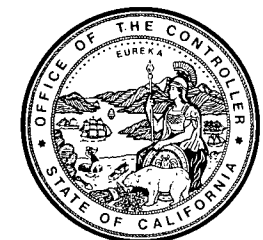
*Gray Davis*

GRAY DAVIS

## Property Tax Postponement



For Senior Citizens,  
Blind or Disabled Persons



Gray Davis  
State Controller

## PROPERTY TAX POSTPONEMENT

### QUESTIONS AND ANSWERS

#### Who is eligible?

California residents who:

- \* Are 62 or older by December 31, OR
- \* Are blind or disabled at the time of filing.
- \* Had a total household income for the prior year of less than \$24,000.
- \* Have a 20 percent equity in their home at the time of filing.
- \* Owned and occupied their home or mobilehome on December 31 of the prior year.

\*\*\*\*\*

#### How does the program work?

- \* An application must be submitted to the State Controller's Office. If it is approved, the State will issue certificates which may be used to pay all or part of the property taxes to the county on behalf of the eligible senior, blind or disabled person.
- \* An account is set up in the Controller's Office for the amount of taxes postponed. This account must be paid, with interest, if the claimant either (a) moves out, (b) sells the home, (c) dies and does not have a spouse or other qualified individual who continues to reside in the home, or (d) future property taxes become delinquent.
- \* A security document is placed on the property to protect the State's interest.

#### Must the eligible person live in the home?

Yes. The dwelling must be the claimant's principal place of residence.

\*\*\*\*\*

#### What is the definition of "household income"?

It is the total income received during the calendar year by all household members except minors, full time students and renters (including social security benefits).

Total income includes:

- |                     |                 |
|---------------------|-----------------|
| • Annuities         | Bonuses         |
| • Cash Gifts        | Disability      |
| • Inheritance       | Interest        |
| • Life Insurance    | Net Profit      |
| • Net Rental Income | Pensions        |
| • Public Assistance | Retirement      |
| • Salaries          | Sales/Exchanges |
| • Social Security   | Tips            |
| • Unemployment      | Wages           |

\*\*\*\*\*

#### What is the definition of disabled?

Disabled means unable to do any gainful work because of medical impairment which is expected to last for a continuous period of not less than 12 months. A person is considered to be disabled only if the medical impairment is so severe that the person is not able to do the type of work done previously and cannot, considering age, education and experience, do any other kind of substantial, gainful work.

#### Can the delinquent taxes on the property be postponed?

Possibly, providing the claimant was 62 at the time the taxes became delinquent and they are not more than 5 years in arrears. Mobilehome owners who do NOT own the land on which the mobilehome is situated may NOT postpone delinquent taxes. Blind or disabled persons who are not 62 may NOT postpone delinquent taxes.

\*\*\*\*\*

#### Does the State take title to the property?

No. Title remains with the current owner. The State does place a lien on the property for the amount of taxes postponed plus interest but title to the property does not change.

\*\*\*\*\*

#### If the claimant dies, can the surviving spouse continue in the tax postponement program?

Yes. Any co-owner may continue in the program as long as they meet the basic eligibility requirements. (An otherwise ineligible surviving spouse need not repay the postponed amount as long as they continue their residency in the home.)

\*\*\*\*\*

#### When do the postponed taxes have to be repaid to the State?

Repayment is required under the following circumstances:

- (1) The claimant dies or the residence is sold and/or title passes to someone else. (Reminder: surviving spouses or co-owners may continue as claimants if they are eligible.)
- (2) The claimant moves and the home is no longer the principal place of residence.
- (3) The claimant allows the taxes to become delinquent.

A claimant is free to make payments in any amount at any time to reduce the postponement account.

\*\*\*\*\*

#### Filing Information

A claim form must be filed each year the individual desires to have their property taxes postponed. Claim forms may be obtained by writing the State Controller's Office, P. O. Box 942005, Sacramento, CA 94250-2005 or calling 1-800-952-5661 (toll-free).

#### Filing period

The filing period for postponement of property taxes is from May 16 through December 10.

\*\*\*\*\*





Vol. 1

Issue 1

March 1992

### **Boulevard Park Residents Remember Kaula With Rose Garden**

Three year old Kaula Ploog died one year ago after a valiant 1 1/2 year battle with cancer. Three rose bushes have been planted in her memory in the median strip directly in front of Monie and Jeri Ploog's house on 22nd street between F and G.

The roses were donated by neighbors Judy and Vern Peterson whose hope it is that "each year when the roses return, their beauty will be as a gift from Kaula to her family and they will symbolize her spiritual connection to those here who still remember and love her."

The Peterson's chose three roses, one for each year of her life - pink for how sweet she was when she was born, yellow for the bright glow she brought while she was here, and white for the purity of her

spirit when she passed away. The roses are planted in a circle representing the continuity of life and the loving circle that enfolds her.

Please take time to watch the progress of the roses in Kaula's Garden. A very special thank you to Harlan Edmond's company for planting the garden.

### **From The Mayor's Desk**

Congratulations on the Premiere Issue of the Boulevard Park Newsletter. Best wishes for success as your organization of friends and neighbors works to strengthen neighborhood ties.

—Mayor Anne Rudin

### **Write to the Editor**

Jon Marcus

372 Florin Rd. #125

Sacramento, CA 95831

(Letters submitted cannot be returned)

**Agenda For March, Page 2**



BOULEVARD PARK NEIGHBORHOOD ASSOCIATION  
Membership Meeting

Friday, May 1, 1992  
Senior Citizen's Center  
915 27th Street  
6:45 PM to 9:00 PM

May Agenda

- 6:45 Pre-meeting mingle: Chat with neighbors and test your wits in the ongoing Name-That-Boulevard Street Corner, and Andrew's diabolical Scavenger Hunt.
- 7:00 Introductions and Announcements
- 7:25 Committee Reports
- 8:00 Historic Street Lighting Update--Margarita Banda will update us on the street lighting program, petition drive, and implementation schedule for completion.
- 8:45 George Bramson will speak on the importance of voting in this year's election and how you can make a difference.
- 9:00 Adjourn

Bylaws Vote Delayed

The proposed BPNA bylaws revision, scheduled to be voted on by members at the May 1 meeting, will take place instead at the June meeting. This will allow the Board to discuss the proposed changes in detail and to ensure that the information is included in the June flyer.



Vote to be Taken  
on Urban Forest Management Plan



During the April BPNA meeting, the proposed City of Sacramento Urban Forest Management Plan was discussed in detail and written material was provided to interested residents. During the May 1 meeting, members will be asked to vote on a series of service options to provide financial resources to provide care for our trees.

The issue is protection of nearly 150,000 trees on public and private maintenance strip land (trees in close physical and visual proximity to the public right-of-way trees) and how maintenance will be financed. Our trees are important not only for



**DEPARTMENT OF  
PUBLIC WORKS**

OFFICE OF THE DIRECTOR

**CITY OF SACRAMENTO**  
CALIFORNIA

CITY HALL  
ROOM 207  
915 I STREET  
SACRAMENTO, CA  
95814-2673

916-264-7110

ADMINISTRATION  
916-264-7100

FAX 916-264-5573

May 4, 1992

Dear Property Owner/s:

You are invited to attend a community meeting for the proposed "Boulevard Park Street Lighting Assessment District."

**WHERE:** Washington Elementary School  
520 18th Street

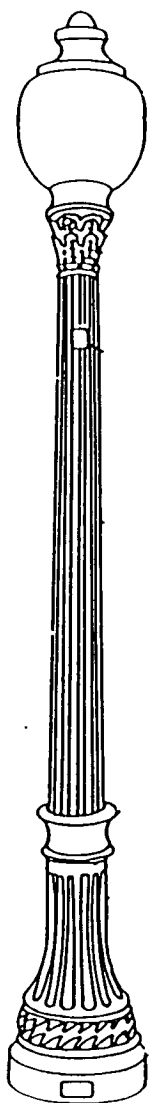
**WHEN:** Saturday, May 23, 1992 at 10:00 a.m.

The purpose of this meeting is to determine the level of neighborhood support to install "historic street lighting" in the Boulevard Park Area. Street lights would be placed within the boundary area marked on the map shown on the reverse side. An assessment district would be used to finance the work and would allow each property owner who benefits from the lights to pay their fair share of the cost. At the meeting City staff will give a brief presentation on the streetlight design and the assessment district process.

It is estimated that the cost for a typical 40-foot wide lot would be \$1,800. With an assessment district, this cost could be paid over a 10-year period and billed with the regular county taxes. The annual cost is estimated at \$310 per year. We look forward to seeing you at the meeting and getting your input on the proposed project. If you cannot attend, we would appreciate if you would fill out the attached questionnaire and drop the card in the mail on or before May 20.

If you have any questions regarding the assessment district, please contact Mr. Ron Wicky at 264-5628.

RW:dep  
RW1Light.c



## ATTENTION BPNA LAMPLIGHTERS

*Anyone who has volunteered (or would like to volunteer) to gather streetlighting petition signatures on one (or more) blocks:*

### GIANT KICKOFF PARTY!!!!

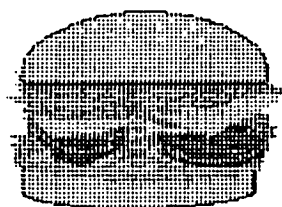
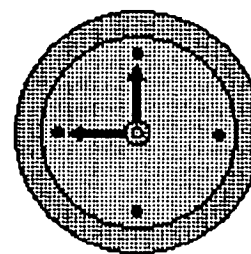
*Meet in the grass commons area behind Aunt Abigail's (enter on 22nd between G and H). We'll have an orientation, then hit the streets for two hours to gather all the signatures we can. Afterwards, meet back for a status report on our first day out, then a celebratory barbeque!*

DATE: Saturday May 9

TIME: 9 a.m. Orientation

12 p.m. Status

1 p.m. Barbeque



*To join our day of fun in the sun, call Margarita at 442-4219. There are still blocks available, so no one will miss out on the fun.*

### **Most Frequently Asked Questions**

**Q:** How much will this cost me?

**A:** The estimated cost for a 40-foot lot will be \$1800. This can be paid over 10 years at an annual cost of \$310 or it can be paid in full.

**Q:** Are corner lots double assessed?

**A:** No. The footage on the front side of the property only will determine the cost.

**Q:** When are property owners billed?

**A:** The cost will be included in their biannual county property tax.

**Q:** Can I pay the cost up front as soon as I am billed?

**A:** Yes. In fact this will mean a discount in the amount you are charged.

**Q:** Are there special provisions for senior citizens?

**A:** Yes. A Property Tax Postponement for senior citizens, and for blind and other disabled persons may be available to you. Call the State Controller's Office at 323-5700.

**Q:** How much property will be damaged?

**A:** There will be little or no disruption to property. Electrical conduit will be installed through small tunnels from the curb to a few feet from the street toward the sidewalk where the lights will be placed.

**Q:** How long will it take?

**A:** Final engineering designs are expected no later than January 1993; the installation will be completed by June 1993.

## BOULEVARD PARK HISTORIC STREET LIGHTING PROPERTY OWNER SURVEY

As an owner of property in the greater Boulevard Park historic street lighting study area (see map on back), I am signing this survey to show my support of the installation of historic street lighting in this study area.

### I UNDERSTAND THAT...

- Street lighting will help make our neighborhood a *safer* place to live, will *add value* to the property of the neighborhood, and will add an *elegant visual effect* to the neighborhood that our historic housing stock deserves.
- The historic street lights being placed in the study area are 12-foot single-light fixtures similar to those installed in East Sacramento.
- Approximately eight lights will be installed per linear block---four on each side of the street.
- The estimated cost for a typical 40-foot wide lot will be \$1800. This cost could be paid over a 10-year period and billed with the regular county property taxes. The annual cost of this way of paying is estimated at \$310 per year.
- I may choose to pay this amount off, in-full, as soon as I am billed; this can result in a discount on the price to me.
- The City staff and the Boulevard Park Neighborhood Association representatives estimate that the installation of the street lights is due to be completed by June 1993.
- The installation of the lights will result in little if any disruption to my property.

NAME

ADDRESS OF PROPERTY OWNED IN THE STUDY AREA

TELEPHONE

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---

---

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---

---

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City

Thursday, May 14, 1992

# Neighbors

Downtown • Land Park • Oak Park • Tahoe Park • East Sacramento • College Greens • Rosemont

## News Digest

### New lights to go up

The Boulevard Park Neighborhood Association is receiving a positive response from neighbors on a proposed street lighting program for the historic midtown neighborhood.

About 40 residents May 9 canvassed the neighborhood, passing out surveys on the street-lighting issue. Neighborhood activist Marilyn Dressler said Boulevard Park has never had lights that illuminated sidewalks and yards.

The new lights have been a major project for the group. Boulevard Park is centered at about 21st and G streets.

An assessment district bounded by C, J, 16th and 24th streets has been proposed. The district, into which residents would pay a special tax, would allow the city to place eight lights in each block if 51 percent of the residents approve the district.

The design of the lights is in keeping with the historic makeup of the architecture in the neighborhood.

The neighborhood association is promising local homeowners that the construction will be "minimally disruptive."

### Indian culture event

The Sacramento Children's Museum will present a cultural program featuring the Sacramento Indian Youth Association for children and families from 1:30 to 3:30 p.m. Sunday.

Children will learn about the culture of India from Sacramentans of Indian descent in native costume, who will teach an Indian game, folk dancing and Mehendi hand painting. The event will also feature story-telling.

Admission to the museum is \$2 for adults and children over 2 years old. There will be no additional fee for the Indian cultural program. Families will have access to all other exhibits and activities of the museum, 1322 O St.

### Forum on aging set

A forum on aging will be held Monday afternoon at the University Theater at California State University, Sacramento.

Fernando Torres-Gil, Ph.D., of the UCLA School of Social Welfare and president of the American Society on Aging, will deliver the keynote address.

Torres-Gil is a noted authority on ethnic aging issues and former consultant to the President's National Commission on Aging.

A roundtable discussion will follow Torres-Gil's address.

The event is open and free to the public. A reception in the University Center Building will follow the 1 to 4 p.m. event. To register, call 278-6557 or 278-5955.

The forum is being sponsored by the Graduate Program in Public Policy and Administration and the School of Health and Human Services.

This is the fourth forum in a series on health and social welfare policy issues facing California.

### Camp registration open

The Muscular Dystrophy Association is holding a summer camp for kids with muscular dystrophy from June 21-26 in Boulder Creek in the Santa Cruz Mountains.

Fishing, swimming, arts, crafts and entertainment will be provided by volunteer counselors and staff.

For more information, call Nita McCarron, at 921-9518.

Boulevard Park Neighborhood Association  
2504 H. Street  
Sacramento, CA 95816  
447-5953

February 22, 1993

Karen Kennedy  
2330 E Street  
Sacramento, CA 95816

Re: Historic Street Lighting Project

Dear Ms. Kennedy:

We are writing you in response to a flyer (copy attached) that was circulated last week to targeted areas of Boulevard Park concerning the proposed historic street lighting project. It is our understanding that you do not support the project. Certainly neighbors have a right to disagree on the merits of any issue and we appreciate that different people will have different points of view.

However, what is most disappointing, and disturbing, is that instead of addressing your viewpoint in a thoughtful and considerate manner, you chose instead to ignore the facts in an unconscionable attempt to undermine the project. A course of conduct based on illegitimate and inaccurate activities does not lead to any useful purpose or serious debate, but rather only enhances a perception of dishonesty and little regard for the views and integrity of those who have good reason to differ with you.

As you are unquestionably aware, this project, from the very beginning, has been a fair and open process. Both the city and residents of Boulevard Park, Washington School and Marshall School neighborhoods have given an enormous amount of effort and energy to describe, inform and explain the merits of the project. Every resident who chose to listen, participate and respond - was afforded every opportunity. Those that chose to ignore their decision making responsibility abdicated their voice to indifference.



Since you appear unconcerned with the spirit and privilege of the public forum and process, we can only surmise that your objective is to fuel emotion and misunderstanding in an attempt to divide neighbor and friend. Frankly, we expect better. Our neighborhoods and community deserve more than has been offered.

If this is not the message you wish to send, we suggest you clarify your intentions and reconsider the implications of your actions.

Sincerely,

*Michael Lance*

Michael Lance                      Lorraine Crozier  
Co-Chairs, Boulevard Park Neighborhood Association

cc: Josh Pane, Councilmember District 3  
Heather Fargo, Councilmember District 1  
BPNA Executive Board

# UNFAIR TAXATION!

Because your home is in a certain area, some people who live in Boulevard Park Neighborhood want to include it in a new tax assessment district. For \$1800, or \$200 annually in each tax bill for 10 years, your block will get a few 12 foot street lights. (SMUD will take out their currently installed, tall lights.) If you don't pay, a lien will be levied upon your home.

Last year members of the Boulevard Park Neighborhood Association decided that they wanted historic street lights in their area- which approximately is bounded by C-through H Streets, and 20th-through-22nd Streets. But that small an area wasn't cost effective for the project, so they extended the boundaries to include where your house sits. The City of Sacramento sent parcel owners in the affected area a letter inquiring about whether they supported such an idea, and some initial cost information. Well, many homeowners never got the letter, or the "vote" postcard that we could return expressing our yea or nea opinion.

Now we hear that the project got at least a 50-50 approval rating, and the City Council on March 2 will be asked to put the project out to bid. Then on May 4 and 11, the City Council will at long last ask for neighborhood residents to speak for and against it at a public hearing. WE CAN'T WAIT THAT LONG! Too many questions remain, and we are being railroaded by a bunch of toney people who live in only a small part of Midtown.

If you don't want this additional expense, or the \$18 ncrease in your annual tax bill for maintenance of these lights, call and write the following:

Josh Pane, Council District 3  
City Hall, 915 I Street  
Sacramento, CA 95814  
264-7003

Ron Wicky, Special District Analyst  
City of Sacramento  
264-5628

For more information, call Lawrence Ortiz (446-5713, Spanish and English), Isabelle Lipold (447-3024), or Karen Kennedy (442-2198).

There are other ways to get safe, well-lit  
streets.





1.11, 3-2-93

**CITY OF SACRAMENTO**

DEPARTMENT OF PUBLIC WORKS

*City Clerk*  
*Copy*

ENGINEERING DIVISION

**CONTRACT SPECIFICATIONS  
FOR  
BOULEVARD PARK STREET LIGHTING  
ASSESSMENT DISTRICT NO.9201**

JN:3126

**APPROVED**  
BY THE CITY COUNCIL

MAR 2 1993

OFFICE OF THE  
CITY CLERK

Non-Refundable Fee  
\$20.00  
101-500-3126-3709

Separate Plans

For Pre-Bid Information Call:

Angie Louie  
(916) 264-7921

Engineer's Estimated Construction Cost:  
\$1,432,150

Bids to be received before

2:00 p.m., Wednesday,  
April 14, 1993, at Room 304,  
City Hall, 915 I Street,  
Sacramento, CA 95814

**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 2:00 p.m. on April 14, 1993, and opened at 2:00 p.m., or as soon thereafter as business allows, in the Council Chamber, City Hall, for construction of:

**Boulevard Park Street Lighting Assessment District No. 9201 (JN:3126)**

as set forth in the Construction Documents adopted March 2, 1993, 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 \$20.00. Bids must be enclosed in an envelope marked:

**Sealed Proposal for Boulevard Park Street Lighting Assessment District No. 9201 (JN:3126)**

Copies of the Sealed Proposal Forms and accompanying documents are available at the Office of the City Clerk, City Hall, Room 304, 915 I Street, Sacramento, CA 95814.

Contractors bidding on this project must possess a Class A or C-8 and 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 Public Contract Code Section 22300, 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 Public Contract Code Section 22300.

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

EA5-09.A  
02.2693

**CITY OF SACRAMENTO**

**SEALED PROPOSAL**  
**(MUST BE SIGNED BY BIDDER)**

Sealed Proposals will be received not later than **2:00 P.M. on April 14, 1993**, at the Office of the City Clerk, Room 304, City Hall, Sacramento, California and opened at 2:00 P.M., or as soon thereafter as business allows, on April 14, 1993, 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:

**BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 92-01**  
**(JN:3126)**

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.

<u>Item</u> <u>No.</u>	<u>Item</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Install Street Lighting System:	1	Job	\$ <u>Lump Sum</u>	\$ _____
				<b>TOTAL</b>	<b>\$ _____</b>

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 face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

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 within a period 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 Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be Three Hundred Dollars (\$300.00) 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.

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 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 than ten percent (10%) of amount bid.

- \_\_\_ CERTIFIED CHECK
- \_\_\_ MONEY ORDER
- \_\_\_ CASHIER'S CHECK
- \_\_\_ BID BOND

CONTRACTOR

Addendum No. 1 \_\_\_\_\_  
Addendum No. 2 \_\_\_\_\_  
Addendum No. 3 \_\_\_\_\_  
Addendum No. 4 \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No: \_\_\_\_\_

Contractor's License:

Valid Contractor's License No: \_\_\_\_\_, Classification: \_\_\_\_\_, Expiration date: \_\_\_\_\_,  
is held by the bidder.

VG:jd  
3126-S1.I

## DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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

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

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

\* I certify that any person employed by this company, corporation, or business has not been convicted of any criminal drug statute violation on any job site or project within three years of the date of my signature below.

EXCEPTION: \_\_\_\_\_ Yes\_\_\_ No\_\_\_  
Date Violation Type Place of Occurrence Was Employed by This Firm.

If additional space is required use back of this form.

\* THE ABOVE STATEMENT WILL ALSO BE INCORPORATED AS A PART OF EACH SUBCONTRACT AGREEMENT FOR ANY AND ALL SUBCONTRACTORS SELECTED FOR PERFORMANCE ON THIS PROJECT.

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

THE REPRESENTATIVES MADE HEREIN ON THIS DOCUMENT ARE MADE UNDER PENALTY OF PERJURY.

CONTRACTOR'S NAME: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

Title

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

**DESIGNATION OF SUBCONTRACTORS**  
(including suppliers and truckers)

NAME AND LICENSE NUMBER OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	DESCRIPTION OF WORK TO BE PERFORMED BY SUBCONTRACTOR	TOTAL DOLLAR AMOUNT OF CONTRACT	ENTER DB OR WBE STATUS AND CERTIFICATION	SUBCONTRACTOR FEDERAL TAX I.D. # NUMBER
--	-------------------------------------	--	---------------------------------------	--	--

BIDDER \_\_\_\_\_  
BY \_\_\_\_\_

TITLE \_\_\_\_\_

PHONE \_\_\_\_\_

DATE \_\_\_\_\_

BIDDER'S FEDERAL TAX I.D.#

BIDDER'S CONTRACTOR LICENSE #



CITY OF SACRAMENTO  
Department of Public Works  
Engineering Division

BID PROPOSAL GUARANTEE  
Page 1 of 1

KNOW ALL MEN BY THESE PRESENTS,  
That we, \_\_\_\_\_

as Principal, and \_\_\_\_\_

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

**THE CONDITION OF THIS OBLIGATION IS SUCH**

That whereas the Principal has submitted the above-mentioned proposal to the City, for which Proposals are to be opened in the Council Chambers at City Hall, Sacramento, California, on \_\_\_\_\_ for the Work specifically described as follows:

**BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 9201 (JN:3126)**

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

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

IN WITNESS THEREOF We have hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
PRINCIPALSURETY

\_\_\_\_\_

\_\_\_\_\_  
AddressAddress

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
NOTARYNOTARY

**CITY OF SACRAMENTO  
DISADVANTAGED BUSINESS ENTERPRISE (DBE),  
MINORITY BUSINESS ENTERPRISE (MBE), AND  
WOMAN-OWNED BUSINESS ENTERPRISE (WBE)**

**PROGRAM STATEMENT**

1. It is the policy of the City of Sacramento to enter into contracts with the lowest responsible Bidder. It is also the policy of the City of Sacramento to encourage the participation of DBE's, MBE's and WBE's in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to substantially increase the utilization of Disadvantaged, Minority and Women-Owned Business Enterprises.

Therefore, Bidders who are awarded City contracts agree to ensure DBE, MBE and WBE firms have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City, its contractors and their subcontractors will take all reasonable steps to ensure the DBE, MBE and WBE firms have maximum opportunity to compete for and perform contracts.

2. Vendors, suppliers, contractors, and their subcontractors who feel they may qualify as a Minority or Women-Owned Business Enterprise are encouraged to complete a bidder's application M/WBE Certification form which is available at:

Minority/Women-Owned Business  
Enterprise Program  
5730 24th Street, Building #4  
Sacramento, CA 95822  
(916) 433-6250

3. For certification as a Disadvantage Business Enterprise contact:

Department of Transportation  
Office of Civil Rights  
120 N Street, Room 3400  
Sacramento, CA 95814

4. Please indicate whether or not the Bidder is a "Certified" Disadvantaged, Minority and/or Women-owned Business enterprise.

A. Yes ☐ No ☐ MBE ☐ WBE ☐ DBE ☐

Certification No. \_\_\_\_\_

Certified By: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**FOLLOWING FORMS TO BE FILLED OUT AND SIGNED**

**ONLY**

**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.

\_\_\_\_\_  
Bidder

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

PLEASE READ CAREFULLY BEFORE SIGNING

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)

## GUARANTEE

We hereby guarantee the

### BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 9201 (JN:3126)

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:

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Dated:

---

## AGREEMENT

THIS AGREEMENT, dated for identification as of \_\_\_\_\_, 19\_\_, between the CITY OF  
SACRAMENTO, a municipal corporation, (hereinafter called "City"), and \_\_\_\_\_

---

(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 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 works 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.

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 One Hundred Twenty, (120) 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.

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 Three Hundred Dollars (\$300.00) 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 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 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.



(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 been paid for a period satisfactory to the Division of Risk Management.

Any failure to maintain any item of the require 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, assemble, or allotment of materials necessary in the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by City insofar as they necessarily require additional time in which to complete the work; the prevention of 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 part 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 inspection; (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.

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 such 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 complete 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.

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 Escrow Agreement. Such agreement shall include the provisions set forth in Public Contract Code Section 22300. 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 such substitution.

# CITY OF SACRAMENTO CERTIFICATE OF INSURANCE

This is to certify to the CITY OF SACRAMENTO that the insurance policies listed below have been issued to the named insured and are in force at this time.

NAMED INSURED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DESCRIPTION OF CONTRACT: \_\_\_\_\_

TYPE OF INSURANCE	INSURER AND POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b> <input type="checkbox"/> Comprehensive General <input type="checkbox"/> Liquor Liability <input type="checkbox"/> Contractual <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage			BODILY INJURY \$ _____  PROPERTY DAMAGE \$ _____  BODILY INJURY AND PROPERTY DAMAGE COMBINED DEDUCTIBLE \$ _____	
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Owned, Non-Owned and Hired Automobiles			BODILY INJURY (EACH PERSON) \$ _____ BODILY INJURY (EACH ACCIDENT) \$ _____  PROPERTY DAMAGE \$ _____  BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____	
<b>UMBRELLA LIABILITY</b> <input type="checkbox"/> Umbrella/Access Liability			SINGLE LIMIT \$ _____ SELF-INSURED RETENTION \$ _____	
<b>WORKERS' COMPENSATION</b> <input type="checkbox"/> Workers' Compensation and Employers Liability			EMPLOYERS LIABILITY LIMIT \$ _____	
<b>FIRE</b> <input type="checkbox"/> Fire and Extended Coverage Perils			AMOUNT OF INSURANCE \$ _____	
<b>MISCELLANEOUS COVERAGES</b> <input type="checkbox"/> Aircraft Liability (including passenger injuries) <input type="checkbox"/> Garagekeepers Legal Liability <input type="checkbox"/> Watercraft Liability <input type="checkbox"/> Professional Liability			BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____  AMOUNT OF INSURANCE \$ _____  BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____  AMOUNT OF INSURANCE \$ _____	
<b>OTHER COVERAGE</b> (indicate)				

**THE FOLLOWING PROVISIONS APPLY:**

1. None of the above described coverages will be cancelled, reduced or non-renewed until after 30 days written notice has been given to the Risk Management Manager, City of Sacramento.
2. The City of Sacramento, its officials, agents and employees are named on all liability policies described above (except professional liability policies) as additional insureds as respects all operations performed for the City of Sacramento by or on behalf of the named insured.
3. The above policies include a severability of interests clause.

Any liability insurance maintained by the City of Sacramento will apply only in excess of the liability insurance coverages and limits described above.

DATE ISSUED: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE OF INSURANCE CO. \_\_\_\_\_

(Title)

Address \_\_\_\_\_

Phone \_\_\_\_\_

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

\_\_\_\_\_ hereafter designated as the "Principal", a contract for

**BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 9201 (JN:3126)**  
\_\_\_\_\_ ;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 an Surety are held and firmly bound unto the City of Sacramento in the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
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 not 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 the bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, no change, extension of time, alternation 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 the 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 HEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate body being affixed thereto, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

Surety \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

ORIGINAL  
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

JURAT HERE, PLEASE

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sacramento, State of California, has awarded to \_\_\_\_\_

\_\_\_\_\_ hereinafter designated as the "Principal", a contract for

**BOULEVARD PARK STREET LIGHTING ASSESSMENT DISTRICT NO. 9201 (JN:3126)**

\_\_\_\_\_ ; 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 \_\_\_\_\_  
as Surety, are held and firmly bound unto the City of Sacramento in the penal sum of

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), 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 CONDITIONS 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 covenants, 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 bounded parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_ the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representation, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

Surety \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

ORIGINAL  
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

JURAT HERE, PLEASE



STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF APPRENTICESHIP STANDARDS

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

CHAPTER 1 OF DIVISION 2  
APPRENTICES ON PUBLIC WORKS

(NOTE: BOLDFACE TYPE DENOTES KEY POINTS.)

1773.3. 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 apprenticeship 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.

(Added by Stats. 1978, Ch. 1249)

1776. (a) 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, worker, or other employee employed by him or her in connection with the public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.

(e) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice or a change of location and address.

(f) In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with the section. Should

noncompliance will be evident after the 10-day period, the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

(g) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime contractor.

(h) The director shall adopt rules consistent with the California Public Records Act (Ch. 3.5 (commencing with Sec. 6250), of Div. 7, Title 1, Gov. C.) and the Information Practices Act of 1977, (Title 1.8 (commencing with Sec. 1798) Pt. 4, Div. 3, Civ. C.) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(Amended 1983 ch. 681)

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 trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed on public works. The employment and training for each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers 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. However, 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. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. 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 work performed by apprentices to

## SECTION 2.0 - EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

### SACRAMENTO CITY/COUNTY AFFIRMATIVE ACTION PLAN (SCCAAP) EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246), AS AMENDED.

The City of Sacramento, in conjunction with the county of Sacramento has established a temporary Affirmative Action Plan named "SACRAMENTO CITY/COUNTY AFFIRMATIVE ACTION PLAN" (hereinafter referred to as the "Plan"). This section is formed to assist contractors in meeting the Affirmative Action compliance requirements of the Department of Labor. The City has adopted the "Plan" as its affirmative action program for City construction contracts and requires a contractor and their subcontractors be signatory to the Plan in order to be eligible for an award of a City Agreement. Additional information regarding the Plan is available at 3020 Explorer Drive, Suite #3, Sacramento, CA 95827, telephone: (916)366-2509.

1. As used in these specifications:
  - a. "Covered area" means the geographical area within the City/County of Sacramento;
  - b. "Minority" includes:
    - (i) 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 pacific islands): and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American 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. Contractors must be able to demonstrate their participation in and compliance with the provisions of the Plan. Each Contractor or Subcontractor participating in the Plan is individually require 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 that the Contractor should reasonable 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, provide 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.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referrals 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 City of Sacramento, Department of Public Works, c/o Contract Compliance Officer, when the union or unions with which the Contractor has 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 compiled under 7b above.
- f. Disseminate the Contractor'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 EEO 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.

1. 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 Contractor'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 EEO policies and affirmative action obligations.
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 penalties 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 penalties 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 City of Sacramento 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 requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the applications 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 of the Community Development Block Grant Program).

#### 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 City of Sacramento, Construction Section, 640 Bercut Drive, Sacramento, California 95814.
- (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 City 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 the City and measured against the specified goals for minorities and women.

<b>U. S. DEPARTMENT OF LABOR</b> Employment Standards Administration, OFCCP			<b>MONTHLY EMPLOYMENT UTILIZATION REPORT</b>			1. COVERED AREA (SMSA OR EA)		3. CURRENT GOALS MINORITY: _____ FEMALE: _____		4. REPORTING PERIOD FROM: _____ TO: _____			
This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.						2. EMPLOYERS I.D. NO.							
						NAME AND LOCATION OF CONTRACTOR						FEDERAL FUNDING AGENCY	

5. CONSTRUCTION TRADE	Classifications	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)								9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES	
		6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS					
		M	F	M	F	M	F	M	F	M	F	M	F
	Journey worker												
	APPRENTICE												
	TRAINEE												
	SUB-TOTAL												
	Journey worker												
	APPRENTICE												
	TRAINEE												
	SUB-TOTAL												
	Journey worker												
	APPRENTICE												
	TRAINEE												
	SUB-TOTAL												
	Journey worker												
	APPRENTICE												
	TRAINEE												
	SUB-TOTAL												
TOTAL JOURNEY WORKERS													
TOTAL APPRENTICES													
TOTAL TRAINEES													
GRAND TOTAL													

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE			12. TELEPHONE NUMBER (Include area code)		13. DATE SIGNED		PAGE _____ OF _____	
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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		Goals (Percent)
Until further notice	-----	6.9

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)
Until further notice	All-----	17.5 to 20.0



## SPECIAL PROVISIONS

SPECIAL PROVISIONS FOR  
**BOULEVARD PARK STREET LIGHTING**  
**ASSESSMENT DISTRICT NO. 92-01**  
(JN:3126)

**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 the street lighting systems for the Boulevard Park Assessment District as shown on the Plans.

Completion Time

The time limit for the completion of all work is ONE HUNDRED TWENTY (120) 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 THREE HUNDRED DOLLARS (\$300.00) as liquidated damages and not as a penalty, for each calendar 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.

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) 264-7921, FAX (916) 264-7903.**

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.

Equipment List and Drawings

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

Contractor, within the first twenty (20) days after award of contract, shall submit to the Engineer a statement from each vendor supplying electrical equipment, including but not limited to, standards, luminaires, service pedestals and all other electrical equipment indicating that the orders for the materials required for this contract have been received and accepted by said vendor. The confirmed date of delivery to the contractor shall be indicated on the statement.

#### State Standard Specifications and Plans

For Specifications of a technical nature not covered by the City Standard Specifications or these Special Provisions, the Standard Specifications and Standard Plans of the State of California Business and Transportation Agency Department of Transportation, dated January 1988, shall apply. The Special Provisions shall govern first, followed by the City Standard Specifications.

All mention of and reference to the State Standard Specifications shall specifically mean the Standard Specifications of the State of California Business and Transportation Agency Department of Transportation dated January 1988.

All mention of and reference to the State Standard Plans shall specifically mean the Standard Plans of the State of California Business and Transportation Agency Department of Transportation dated January 1988.

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.

#### 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 street lighting systems shall be furnished and installed as though such parts were shown on the Plans or specified herein.

#### 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 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 schedule 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.

At the preconstruction meeting, the Contractor shall submit to the Engineer a schedule of values for use in determining progress payments.

#### 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. If requested by the Engineer, copies of the manufacturer's installation instructions and procedures shall be submitted.

#### Scheduling of Electrical Work

The Contractor shall not perform any electrical work above ground at any one location until all electrical materials for that location have been received by the Contractor. However, the Contractor may place electrical service pedestals and underground materials such as conduit, pull boxes and foundations prior to receiving all electrical materials.

Prior to scheduling the trenching and installation of the proposed conduit, the Contractor shall inspect the existing conduit runs shown on the Plans requiring the addition of street lighting conductors. 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 which are not usable. For unusable conduit runs, new conduit will be installed as directed by the Engineer and paid for under appropriate items of work.

#### Maintenance of Traffic and Public Safety

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

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. Existing sidewalks shall be kept clear of debris or excavated material. 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. Property owners affected by the work (within front or back yards) shall be given 48 hour notice before the work starts. The Contractor will insure that utility services to customers in the project are maintained.

Driveways may only be closed after giving property owners 48 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.

The Contractor shall be solely and completely responsible for furnishing, installing, and maintaining all warning signs and devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and pedestrian traffic during the performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours. The use of flagmen, barricades and construction signing shall comply with the current edition of "Work Area and Traffic Control Handbook" (WATCH).

The Contractor shall submit to the Engineer for review and approval a plan showing traffic control measures and/or detours for vehicles and pedestrians affected by the construction work. This plan shall be submitted a minimum of ten (10) calendar days prior to the start of work. The Contractor will not be allowed to begin work until an approved plan is on file with the Engineer.

The Contractor can reduce the existing lanes by one during the working hours of 8:30 A.M. and 4:00 P.M. with one or more flagmen as deemed necessary by the Engineer for safe traffic flow. 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.

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.

#### Maintaining Existing Electrical Facilities

All existing electroliers shall be maintained in operation until replacement electroliers are energized.

#### Protection of Existing Improvements

Existing improvements, utility and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, sprinkler systems, fences, walls and other improvements including existing pavements, sidewalks, street improvements and underground utilities and other improvements not to be removed shall be protected from damage by the Contractor throughout the construction period. All painted or other m 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 all costs to repair damage to existing improvements.

The Contractor shall use caution when working in the landscaped areas so that landscaping not to be removed is not damaged or destroyed during construction operations. Any landscaping not to be removed that is damaged by the Contractor shall be replaced in-kind at the Contractor's expense.

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

#### Tree Trimming

Trees identified on the Plans to be trimmed shall be trimmed in accordance with the following specifications and as directed by the Engineer:

- a. General Conditions - This work is to be performed by a Tree Service Contractor, licensed and bonded to do business in the City of Sacramento. The work to be done will consist not only of this trimming and removal of branches and limbs but also disposal of material trimmed from these trees. Disposal of material will not be allowed at the City Dump.

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment as required in performing the work

described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.

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

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

- c. Inspection/Permit - The Contractor shall notify Steve Porter of the City Construction Section (Telephone (916) 264-7299) prior to 8:00 a.m. on each day Contractor will be trimming trees.

The Contractor shall notify, 2 working days prior to tree trimming, the City Arborist, Dan Pskowski, (916) 433-6345 and obtain, for this project, a permit for tree trimming within the City.

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

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

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

All root cutting shall be clean cuts, meaning that no tears appear in the roots.

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

- e. Personnel - All work shall be done by qualified and trained persons. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. A qualified foreman shall be provided to oversee and direct the work of each crew.
- f. Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections, the standards defined in Appendix A in these Special Provisions, and as directed by the Engineer. Trees shall be trimmed at electroliner locations indicated on the Plans where there are tree conflicts.

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

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

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final flush cuts on dead limbs shall include the removal of any cambium collar which has built up at the junction of the limb and the tree. Dead limbs larger than three-fourth inch (3/4") in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by repair of the wound and trimming of end growth for weight reduction.

- g. Shrubs shall be trimmed as directed by the Engineer and shall conform with tree trimming specifications.

#### Record Drawings

The Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all electrical equipment; piping and conduit; structures; and other facilities. Drawings shall be kept current weekly, with all work instructions and change orders; electrical 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.

## II. ITEMS OF THE PROPOSAL

### Item No. 1 - Install Street Lighting System

The electrical work to be performed for each item, in general, includes furnishing and installing all necessary equipment and material to construct the street lighting system for each area, including tree trimming, as shown on the Plans and as directed by the Engineer. All modifications to the existing lighting systems as called for on the Plans shall be included in the appropriate item of work.

Work performed and material used to complete this item shall be in conformance with the Special Provisions.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work to install the street lighting systems as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

## III. ELECTRICAL SPECIAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

### Conduits

Conduits shall be in accordance with subsections A through C of 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. Conduits shall be installed a minimum of twenty-four inches (24") from all existing manholes and valve covers.
- c. Conduits terminating in standards, pedestals, and cabinets shall terminate a minimum of one and one-half inches (1-1/2") above grade.
- d. PVC conduit may be used for the conduit runs from the pull boxes to the street lighting foundations.
- e. Conduit stubs shall be capped eighteen inches (18") below sidewalk grade, or nine inches (9") below the pavement when in the street.

### Conduit Installation

Conduit installed by trenching in paved streets shall be in accordance with subsection D of Section 34-10 of the Standard Specifications, except for the following:

- a. Trenches shall be backfilled with two (2) sack (188 pounds) of portland cement per cubic yard and "fine" type aggregate as defined in the Section 10-5 of the Standard Specifications. A suitable red dye shall be mixed uniformly throughout the slurry.



- b. All conduit installed by trenching in the street pavement shall be anchored every 15 feet to the bottom of the trench, with an approved method, so as to prevent the conduit from floating when the concrete is backfilled into the trench.

#### 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 handicap ramp areas. Unless otherwise specified, pullboxes shall be placed a minimum of 5 feet from existing driveways.
- 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.

#### Conductors

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

- a. Unless otherwise noted on the Plans, only insulation Type THW is approved for installation in new street lighting systems.
- b. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for post top and mast arm electroliers.

#### 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.

#### Existing Electrical Services, Street Lighting

The new lights will be served from the new and existing services shown on the Plans. Luminaires shall wired and circuited as shown on the Plans.

The Contractor shall protect and lock each existing service pedestal during construction. After construction, the Contractor shall provide one (1) master lock that will accept Type 3207 key for each existing service pedestal.

Street light "ON" and "OFF" control will be by photo-electric cell. To be furnished by the contractor.

### New Electrical Services, Street Lighting

The electrical services for the lighting system will be from the service locations shown on the Plans. Services shall be wired for 120/240 volts, three-wire as shown on the Plans. The Contractor shall connect the luminaires to the circuits designated on the Plans.

EIGHT (8) new street lighting service pedestals shall be supplied and installed as shown on the Plans.

For each new service, the Contractor shall install service conduit and wires to the Sacramento Municipal Utility District service point in accordance with SMUD's requirements.

The service pedestal shall be fabricated from Type 304 stainless steel in accordance with the dimensions shown on the Plans. Each service pedestal shall be fabricated from 14 gauge stainless steel, except that the mounting brackets shall be 10 gauge stainless steel. The overall dimensions of the enclosure shall be 43" high x 12" wide x 9" deep. The enclosure shall be rain tight and dust tight. All welds shall be of highest quality and ground smooth and finished so that grind marks are not visible. No surface of the pedestal shall be deflected inward or outward more than 1/16" measured from the intended plane of the surface.

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.

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 two-pole, 120-volt alternate current main breaker with 100-ampere trip and an asymmetrical interrupting rating of 10,000 amperes at 240 volts. The breaker shall have a handle for each pole and handle ties shall be provided for the disconnect of all service conductors simultaneously. Breaker shall be Westinghouse Quicklag C or approved equal. Sufficient space shall be provided for the replacement of the two-pole main breaker with a similar three-pole main breaker in the future. The space for the extra pole shall be blanked off.
2. 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. 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.

4. 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.
5. One 10-ampere, double-pole, double-throw pilot relay with an eight-point industrial socket (Potter and Brumfield KRP11AG, or approved equal.) A similar base (socket) shall be completely wired in place for future tickler wires.
6. One oil tight "Hand-Off-Auto" selector switch.
7. One solid copper neutral bus.
8. Incoming terminals (landing lugs).
9. Solid neutral terminal strip.
10. 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 two (2) master locks that will accept Type 3207 key for each 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.

#### Mast Arm Lighting Standards

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. If the standard is scratched or damaged during shipment or installation, the Contractor shall pay all costs to repair the galvanized finish to its original condition.

Mast arm standards shall have a six-foot (6') 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.

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

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

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.

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.

#### Post Top Electrolier

Post top standards shall be one of the following:

- A. Shakespeare AA 9.2-01F1B01 - Gloss Black
- B. American Electric AF0001 - Gloss Black
- C. Lamplight Modified Heritage Standard

The Shakespeare and American Standard shall conform to the following:

The fiber glass shaft shall be round, hollow, and have a minimum taper of 0.3" per ft. and have 16 flutes. The lamp post top diameter shall be a minimum of 4.5" O.D. the burial foot of the embedded type post shall be enlarged and flared so as to increase the resistance to rotation and provide maximum ground bearing resistance (anti-lift). The post shall be non-conductive and chemically inert.

The fluted outer layer shall be constructed of advanced composites and all fillers shall enhance the strength of the composites, cheap fillers that will not enhance strength (e.g. silica) and can create future quality problems shall not be used.

The structural layer of the pole shall consist of a combination of non woven uni-directionals with at least -% of the glass laying at 0 from the axis of the shaft and random CSM E-glass combined with a high quality polyester resin with a UV inhibitor. The resin to glass ration will be at least 65% glass.

The lamp pole shall comply with the specifications, ANSI C136.20-1986 and ASTM D 4923-89.

The post shall deflect no more than 4% of the above ground height with 100 lbs. of top load. the post shall with stand 700 lbs. of top load without failure.

Tenon style: Extruded aluminum 6063 T6 marine grade tenon will be firmly bonded to the top of the post for mounting a post top luminaire. The aluminum tenon will be straight with no taper. The tenon will be coated with matching poly-urethane finish.

The surface of the pole shall be uniform and consistent for the entire length of the pole.

The resin shall contain a UV inhibitor and pigment to match the finish of the pole. Solid coloration will be throughout the composite structure of the pole.

The finish coating will be a pigmented poly-urethane finish with UV inhibitors capable of withstanding exposure to ultra violet, chemicals and extreme weather conditions.

The surface coating will be a minimum dry film thickness of 1 1/2 mils.

The hand hole shall be 3" x 5 1/2" x 7 1/2" the hand hole cover shall be fiberglass and painted to match the pole. The fasteners shall be stainless steel, threaded into molded in zinc plated steel inserts.

Anchor base poles shall be a non-corrosive fiberglass base plate bonded to the decorative base with a high strength composite adhesive or have an external fiberglass base plate with external bolts.

The Lamplight Electrolier shall conform to the following:

Each complete cast iron and steel electrolier shall consist of a luminaire, top casting, one-piece fluted pole, one-piece cast iron pedestal base, four galvanized anchor bolts, and required hardware. The one piece pedestal base shall consist of cast iron pedestal fused with a decorative middle casting cast with relief work of oak leaf clusters. The middle casting shall be integral with the base pedestal, not a separate component. The bottom of the base shall have four feet cast in, 1/4' minimum in height, to allow air circulation within center of the light source. The one piece pedestal base shall slip over the fluted steel pole. The fluted pole shall be secured to the concrete foundation utilizing four sets of leveling nuts with washers and four sets of acorn nuts with washers. The Contractor shall place concrete grout in the gap from the bottom of the baseplate to the top of the foundation.

The luminaire shall consist of a one piece clear, "acorn" style polycarbonate globe. Unless otherwise specified, a borosilicate glass refractor with Type III lighting distribution shall be provided. The glass refractor shall be suspended from the top of the polycarbonate globe. The lighting source shall be 70 Watt high pressure sodium. The ballast shall be a high power factor type at the voltage(s) specified and shall be mounted within to the top casting. The top casting shall be secured using four brass machine screws. The porcelain socket for the HPS lamp shall be mogul base and rated for 600 Volts and fully withstand the voltage pulses produced by the ignitor.

The steel pole shall be a one-piece tapered pole welded to a steel baseplate. The pole shall be constructed from 11 gauge steel with 16 flutes. The pole shall taper 1" per 4 feet of height. The flutes shall stop at the top of the cast iron pedestal to assure a close fit between the pole and the pedestal base.

An air gap, 1/10" maximum, between the round pole section and pedestal base shall be allowed to assure air circulation within the pedestal base. Each flute shall come to a well defined edge from the top of the pedestal to the top of the pole (not a "rounded" flute). The top casting and the one-piece pedestal shall be made from high quality ductile iron.

All cast iron components shall be sandblasted until free of visible rust, oil or other components. These components shall be prime painted within four hours of sandblasting. The primer shall be red oxide primer containing a minimum of 1% zinc chromate to a thickness of 1.5 mils DFT minimum. The steel pole and all castings shall be painted with two coats of Sherwin-Williams Paint, with a minimum thickness of 1.0 mils DFT.

The Post Top Luminaire for the Shakespeare and American Electric Standard shall be an American Electric AE, 870 series ornamental post top Type III - medium non-cutoff with acorn globe AE 87002 (special refractor) Type III.

All luminaires shall be provided with 70 Watt high pressure sodium clear lamps.

Height of post top standards shall be nine feet (9').

All electroliers shall be provided with a suitable mounting bracket (capital) for mounting the luminaire.

All electroliers shall be provided with anchor bolts.

Prior to fabrication of the Post Top Electroliers, the Contractor shall submit detailed shop drawings for all components of the electrolier before acceptance by the City.

#### Ballast for Post Top Luminaire

The ballast shall be of the low loss type and shall have a loss not to exceed 7 watts. Each luminaire shall be furnished with an integral ballast prewired to a terminal board. Windings shall be copper.

Prior to City acceptance of a fixture for installation, 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:

Regulation - Furnish ballast electrical data and lamp operating volt-watt graph for nominal +5% and - 5% 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  $\pm 5\%$  line voltage variation.

Power Factor - 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.

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

Lamp Failure - The ballast including the lamp starting circuitry function shall be capable of protecting itself against lamp failure modes. The ballast 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.

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

<u>Lamps' Wattage</u> <u>Watts</u>	<u>Rated Voltage</u> <u>Design Center (Nominal volts)</u>	<u>Voltage Range</u> <u>Initial</u>
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.

#### Ballast for Mast Arm Luminaire

The ballast shall be of the magnetic regulator type suitable for a 200 Watt high pressure sodium lamp. Windings shall be copper.

### Photo Cell

The photo cells to be supplied shall conform to the following:

Rating Load:	1000 Watts/1800 VA Max, SPST, N.C. (1000 Watts Incandescent) (1800 VA Mercury Vapor, Hi Pressure Sodium)
Rated Voltage:	105-285 Volts, 50/60 Hz
Life at Rated Load:	5,000 on-off operations
Operating Levels:	Turn-On: 1.0 F.C. $\pm$ .25 FC Nominal Turn-Off: 3 times Turn-On
Cell Covering:	1" Surface Passivated Cell
Dielectric Strength:	5 KV minimum between any current carrying part and metal mounting surface.
Lightning Protection:	Open-type (modified expulsion) 2.0 KV spark-over minimum, 5000 amps follow through
Ambient Temperature:	-65°F to +158°F
Moisture Resistance:	100% Relative Humidity

### Time Delay Feature

The time delay is accomplished by means of a thermistor used in parallel with the electro-mechanical relay on the photocontrol. As a result of the thermistor, there will be a time delay during the Turn-Off of the photocontrol. This feature will prevent the light fixture from being accidentally turned off due to stray automobile headlights or lightning flashes; while allowing the photocontrol to be instantaneously "glove-tested" during field installation. The standard thermistor will allow a Turn-Off between 8 to 15 seconds. Photo cell shall operate on 120 volts 60 Hertz.



APPENDIX A  
PRUNING STANDARDS

## PRUNING STANDARDS

### Purpose:

Trees and other woody plants respond in specific and predictable ways to pruning and other maintenance practices. Careful study of these responses has led to pruning practices which best preserve and enhance the beauty, structural integrity, and functional value of trees.

In an effort to promote practices which encourage the preservation of tree structure and health, the W.C ISA Certification Committee has established the following Standards of Pruning for Certified Arborists. The standards are presented as working guidelines, recognizing that trees are individually unique in form and structure, and that their pruning needs may not always fit strict rules. The Certified Arborist must take responsibility for special pruning practices that vary greatly from these Standards.

### I. Pruning Techniques

- A. A thinning cut removes a branch at its point of attachment or shortens it to a lateral large enough to assume the terminal role. Thinning opens up a tree, reduces weight on heavy limbs, can reduce a tree's height, distributes ensuing invigoration throughout a tree and helps retain the tree's natural shape. Thinning cuts are therefore preferred in tree pruning.

When shortening a branch or leader, the lateral to which it is cut should be at least one-half the diameter of the cut being made. Removal of a branch or leader back to a sufficiently large lateral is often called "drop crotching."

- B. A heading cut removes a branch to a stub, a bud or a lateral branch not large enough to assume the terminal role. Heading cuts should seldom be used because vigorous, weakly attached upright sprouts are forced just below such cuts, and the tree's natural form is altered. In some situations, branch studs die or produce only weak sprouts.
- C. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. (Figure 1) If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk. (Figure 2)
- D. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stud, only the dead stub should be removed, the live collar should remain intact, and uninjured. (Figure 3)
- E. When reducing the length of a branch or the height of a leader, the final cut should be made just beyond (without violating) the branch bark ridge of the branch being cut to. The cut should approximately bisect the angle formed by the branch bark ridge and an imaginary line perpendicular to the trunk or branch cut. (Figure 4)
- F. A goal of structural pruning is to maintain the size of lateral branches to less than three-fourths the diameter of the parent branch or trunk. If the branch is codominant or close to the size of the parent branch, thin the branch's foliage by 15% to 25%, particularly near the terminal. Thin the parent branch less, if at all. This will allow the parent branch to grow at a faster rate, will reduce the weight of the

lateral branch, slow its total growth, and develop a stronger branch attachment. If this does not appear appropriate, the branch should be completely removed or shortened to a large lateral. (Figure 5)

- G. On large-growing trees, except whorl-branching conifers, branches that are more than one-third the diameter of the trunk should be spaced along the trunk at least 18 inches apart, on center. If this is not possible because of the present size of the tree, such branches should have their foliage thinned 15% to 25%, particularly near their terminals. (Figure 6)
- H. Pruning cuts should be clean and smooth with the bark at the edge of the cut firmly attached to the wood.
- I. Large or heavy branches that cannot be thrown clear, should be lowered on ropes to prevent injury to the tree or other property.
- J. Wound dressings and tree paints have not been shown to be effective in preventing or reducing decay. They are therefore not recommended for routine use when pruning.

## II. Types of Pruning - Mature Trees

### A. Crown Cleaning

Crown cleaning or cleaning out is the removal of dead, dying, diseased, crowded, weakly attached, and low-vigor branches and watersprouts from a tree crown.

### B. Crown Thinning

Crown thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Thinning the crown can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than one-third of the live foliage be removed.

A least one-half of the foliage should be on branches that arise in the lower two-thirds of the trees. Likewise, when thinning laterals from a limb, an effort should be made to retain inner lateral branches and leave the same distribution of foliage along the branch. Trees and branches so pruned will have stress more evenly distributed throughout the tree or along a branch.

An effect known as "lion's-tailing" results from pruning out the inside lateral branches. Lion's-tailing, by removing all inner foliage, displaces the weight to the ends of the branches and may result in sunburned branches, watersprouts, weakened branch structure and limb breakage.

### C. Crown Reduction

Crown reduction is used to reduce the height and or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut being made.

#### D. Crown Restoration

Crown restoration can improve the structure and appearance of trees that have been topped or severely pruned using heading cuts. One to three sprouts on main branch stubs should be selected to reform a more natural appearing crown. Selected vigorous sprouts may need to be thinned to a lateral, or even headed, to control length growth in order to ensure adequate attachment for the size of the sprout. Restoration may require several prunings over a number of years.

#### E. Crown Raising

Crown raising removes the lower branches of a tree in order to provide clearance for buildings, vehicles, pedestrians, and vistas. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within a tree.

When pruning for view, it is preferable to develop "windows" through the foliage of the tree, rather than to severely raise or reduce the crown.

### III. Size of Pruning Cuts

- A. Climbing and pruning practices should not injure the tree except for the pruning cuts.
- B. Climbing spurs or gaffs should not be used when pruning a tree, unless the branches are more than throw-line distance apart. In such cases, the spurs should be removed once the climber is tied in.
- C. Spurs may be used to reach an injured climber and when removing a tree.
- D. Rope injury to thin-barked trees from loading out heavy limbs should be avoided by installing a block in the tree to carry the load. This technique may also be used to reduce injury to a crotch from the climber's line.

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