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# CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

CONTRACT SPECIFICATIONS  
FOR  
REPAIR OF THE MAIN AVENUE BRIDGE  
AT  
NATOMAS EAST MAIN DRAINAGE CANAL

PN:TB31

For Pre-Bid Information Call:

Gary Gosse  
(916) 449-5515

Bids to be received before  
10:30 A.M., Tuesday,  
March 31, 1987 at  
Room 203, City Hall  
915 I Street  
Sacramento, CA 95814

**BID BOND**

Approved by The American Institute of Architects,  
A. I. A. Document A 310 Feb. 1970 Edition

KNOW ALL MEN BY THESE PRESENTS, that we H. Max Lee, Inc.

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation duly organized under the laws of the  
State of Minnesota as Surety, hereinafter called the Surety, are held and firmly bound unto City of Sacramento

\_\_\_\_\_ as Obligee, hereinafter called the Obligee,  
in the sum of Ten percent of the amount of the bid ----- Dollars

(\$ 10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety,  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Repair of Main Ave. bridge at Natomas East main drainage  
canal.

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

Signed and sealed this 30th day of March A. D. 1987

Shirley L. Swanner  
(Witness)

Shirley L. Swanner  
(Witness)

H. Max Lee (Seal)  
(Principal)  
Pres.  
(Title)

St. Paul Fire and Marine Insurance Company (Seal)  
(Surety)  
By Michael D. Ramsey  
(Attorney-in-fact)

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-2189 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

**GENERAL POWER OF ATTORNEY - CERTIFIED COPY**  
(Original on File at Home Office of Company. See Certification.)

**KNOW ALL MEN BY THESE PRESENTS:** That **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

**Richard O. Wright and Michael Ramsey, individually,**  
**Lodi, California**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

**NOT TO EXCEED IN PENALTY THE SUM OF FIVE MILLION**  
**(\$5,000,000) EACH**

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Board of Directors of **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

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

IN TESTIMONY WHEREOF, **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, A.D. 1984.

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**

STATE OF MINNESOTA )  
County of Ramsey ) ss

*[Signature]*  
Vice President



with June 86

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of **St. Paul Fire and Marine Insurance Company**; that the seal affixed to said instrument is the Corporate Seal of Said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.



*Mary C. Clancy*

MARY C. CLANCY, Notary Public, Ramsey County, MN.  
My Commission Expires November 1, 1990

**CERTIFICATION**

I, the undersigned officer of **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof; and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

30th day of March, 1987

*Jerome A. Holden*  
Secretary



Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

**ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.**



DEPARTMENT OF  
PUBLIC WORKS

ENGINEERING DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

CITY HALL  
ROOM 300  
915 I STREET  
SACRAMENTO, CA  
95814-2608

916-449-5307

THOMAS M. FINLEY  
ENGINEERING DIVISION  
MANAGER

March 10, 1987

PN:TB31

Gentlepersons:

Enclosed is Addendum No. 1 to the Contract Plans and Specifications for the Repair of the Main Avenue Bridge at Natomas East Main Drainage Canal.

Please attach this addendum to the Contract Specifications and acknowledge acceptance by noting on the Sealed Proposal form.

Sincerely,

Thomas M. Finley  
Engineering Division Manager

TMF:GDC:dek  
GDC2-01.D

Enclosure

ADDENDUM NO. 1

March 10, 1987

REPAIR OF THE MAIN AVENUE BRIDGE  
AT  
NATOMAS EAST MAIN DRAINAGE CANAL

PN:TB31

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This addendum is applicable to work designated herein and shall be a part of and be included in the Contract, and the Contractor shall acknowledge his acceptance of this addendum by noting on the Sealed Proposal for and submitting the required information with the bid.

NOTE:

Paragraph 10 of Item No. 2 - Bent 9 to Repair (Full Width Auxiliary Bents) and paragraph 5 of Item Nos. 3 and 4 - Bent Nos. 13 and No. 14 to Repair (Partial Width Auxiliary Bents) shall be revised to read as follows:

The Contractor shall take all necessary measures to insure adequate support of the bridge deck during the installation of the new timber auxiliary bents. Existing stringers that have settled shall first be jacked to their original position (even with unsettled adjacent stringers) prior to installation of the auxiliary bents. Any loose debris found on top of the settled stringers shall first be removed before jacking the stringers into place. All jacking shall be under the direction of the engineer.

GDC:dek  
GDC2-01.D

# CITY OF SACRAMENTO

NOTICE TO CONTRACTORS  
Page 1

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Room 203, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:30 a.m. on March 31, 1987 and opened at 10:30 a.m., or as soon thereafter as business allows, in the Council Chambers, City Hall for construction of:

REPAIR OF THE MAIN AVENUE BRIDGE  
AT  
NATOMAS EAST MAIN DRAINAGE CANAL  
PN:TB31

as set forth in the Construction Documents adopted March 10, 1987  
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 without charge to prospective bidders and enclosed in an envelope marked: "Sealed Proposal for the

REPAIR OF THE MAIN AVENUE BRIDGE  
AT  
NATOMAS EAST MAIN DRAINAGE CANAL  
PN:TB31

Copies of the Sealed Proposal Forms and accompanying documents are available at the office of the City Clerk, Room 203, 915 I Street, Sacramento, CA 95814.

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

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

Each bid must be accompanied by security consisting only of California Bank Cashier's Check, certified check, California Bank Money Order, or bid bond made payable to the order of the City Director of Finance in the sum of ten percent (10%) of the sum of the proposal.

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

LORRAINE MAGANA  
CITY CLERK

APPROVED  
BY THE CITY COUNCIL

APR 14 1987

OFFICE OF THE  
CITY CLERK

# CITY OF SACRAMENTO

SEALED PROPOSAL  
(MUST BE SIGNED BY BIDDER)

Sealed Proposals will be received not later than 10:30 A.M. on March 31, 1987 at the office of the City Clerk, Room 203, City Hall, Sacramento, California and opened at 10:30 A.M., or as soon thereafter as business allows, on March 31, 1987 in the Council Chambers, 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

REPAIR OF THE MAIN AVENUE BRIDGE  
AT  
NATOMAS EAST MAIN DRAINAGE CANAL  
PN TB31

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. 81-042) and Special Provisions all as on file in the office of the City Clerk, at the following Unit Prices.

Item No.	Item	Est. Quantity	Unit	Unit Price	Total
1.	Bent No. 2 to Repair (Additional Supports)	1	Job	LUMP SUM	\$ <u>4,000.<sup>00</sup></u>
2.	Bent No. 9 to Repair (Full Width Auxiliary Bents)	1	Job	LUMP SUM	\$ <u>15,000.<sup>00</sup></u>
3.	Bent No. 13 to Repair (Partial Width Auxiliary Bents)	1	Job	LUMP SUM	\$ <u>13,800.<sup>00</sup></u>
4.	Bent No. 14 to Repair (Partial Width Auxiliary Bents)	1	Job	LUMP SUM	\$ <u>13,800.<sup>00</sup></u>
5.	Installation of Additional Wedges	1	Job	LUMP SUM	\$ <u>1,000.<sup>00</sup></u>
				TOTAL	\$ <u>47,600.<sup>00</sup></u>

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.

FILED

MAR 31 1987

By the  
Office of the City Clerk

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 SIXTY (60) calendar days commencing on the day the Contractor begins work.

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 \$500.00 for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

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

\_\_\_\_\_ H. MAX LEE, Inc

By \_\_\_\_\_  
(Signature)

Title Pres

Address 1225 W. ARMSTRONG Rd  
Lodi 95240

Telephone No. 209 465-1424

Contractor's License:

Valid Contractor's License No. 317292 is held by the bidder.

ADD. 21 DATED 3/10/87 IS ACKNOWLEDGED

*[Handwritten Signature]*

APPROVED  
BY THE CITY COUNCIL

APR 14 1987

OFFICE OF THE  
CITY CLERK

FILED

MAR 31 1987

By the  
Office of the City Clerk





CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

SUB-BIDDER FORM

In accordance with Section 4101 and 4107, inclusive, of the Government Code of the State of California, as amended, the following information is required concerning sub-bidders:

Name Sub-bidder	Street Address of Shop, Mill or Office	Class of Work	Portion of Work to be done	Contractor's License Number
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CAMBLIN STEEL

SACTO

REBAR

218839

DATE BID OPENED 3/31/87  
 EMPLOYEE INITIALS SW  
 MARK ONE BOX FOR EACH ITEM ONLY

**BID SECURITY**  
 NONE REQUIRED  
 PROPERLY SIGNED

**BID DEPOSIT TYPE**  
 BID BOND  
 CALIF. BANK CASHIER'S CHECK  
 CERTIFIED CHECK  
 CASH  
 CALIF. BANK MONEY ORDER

**AFTER AWARD OF BID**  
 SECURITY RETURNED  
 SECURITY ACCEPTED  
 EMPLOYEE INITIALS \_\_\_\_\_  
 DATE \_\_\_\_\_

**FILED**

MAR 31 1987

By the  
Office of the City Clerk

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.

H. MAX LEE, INC.

Bidder

By H. Max Lee  
Title PRES.  
Address 1225 W. ARMSTRONG RD.  
LODI, CA 95240  
Date 4/21/87

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

# GUARANTEE

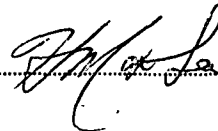
We hereby guarantee the

REPAIR OF THE MAIN AVENUE BRIDGE AT NATOMAS EAST MAIN DRAINAGE CANAL  
PN: TB31 .....

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: H. MAX LEE, INC.



*Pres*

Dated:

4/21/87

## AGREEMENT

THIS AGREEMENT, dated for identification as of APRIL 28, 1987, between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter called "City"), and H. MAX LEE, INC.

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(hereinafter called the "Contractor").

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

### 1. CONTRACT DOCUMENTS

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

Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

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

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

### 2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

### 3. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and Conditions set forth in this Agreement shall prevail.

4. SCOPE OF CONTRACT

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

Repair of the Main Avenue Bridge at Natomas East Main Drainage Canal  
PN:TB31

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

NONE

5. CONTRACT AMOUNT AND PAYMENTS

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

6. PROGRESS AND FINAL PAYMENTS

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

- (A) On the first of the month, Contractor shall present to the City Engineer a statement showing the amount of labor and materials incorporated in the work during the preceding month; the City Engineer shall inspect the statement and, if the City Engineer approves the statement, shall issue a certificate for ninety percent (90%) of the amount it shall find to be due.
- (B) No inaccuracy or error in said monthly estimates shall operate to release Contractor or Surety from damages arising from such work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- (C) Contractor shall not be paid for any defective or improper work.
- (D) City shall pay the remaining ten percent (10%) of the value of the work done under this contract, if unencumbered, thirty-five (35) days after final completion and acceptance of work by City. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against City arising under the Contract Document.

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 or 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 ten (10) calendar 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 following execution of the Agreement 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 SIXTY, ( 60 ) calendar days (hereinafter called the "Completion Date") from and after the receipt by Contractor 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 unfaithful 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 proper inspector. The inspection of the work, or any part thereof, shall not relieve Contractor of any of his obligations to perform satisfactory work as herein prescribed.

Failure or neglect on the part of City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if such becomes evident at any time prior to final acceptance of the entire work or all materials, nor shall such failure be construed as barring City at any subsequent time from recovering damages or of such a sum of money as may be required to build anew all portions of the work in which fraud was practiced or improper materials used whenever City may discover the same.

12. RELEASE

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

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

The City of Sacramento shall have the right at any time to enter upon the work and perform work not covered by this Contract, or to occupy and use a portion of the work, prior to the date of the final acceptance of the work as a whole, without in any way relieving Contractor of any obligations under this Contract.

Such use or occupation of the work shall not be construed as an acceptance of any portion of the work under this Contract.

14. NO WAIVER OF REMEDIES

Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

15. GUARANTEE

Except as otherwise expressly provided in the Specifications, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Contractor guarantees all work executed by him and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City of Sacramento. Contractor shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City.



In the event that Contractor shall fail to comply with the conditions of the foregoing guarantee within ten (10) days time, after being notified of the defect in writing, City shall have the right, but shall not be obligated to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of City.

#### 16. DETERMINATION OF DAMAGES

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

#### 17. LIQUIDATED DAMAGES

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be Five Hundred Dollars  
(\$ 500.00 ) for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

#### 18. PAYMENT OF DAMAGES

In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments which would otherwise be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by City is not sufficient to discharge all

such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as hereinbefore specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

19. INDEMNITY AND HOLD HARMLESS

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

20. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all work under this Contract, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, rerections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the work, except as otherwise stipulated.

21. GENERAL LIABILITY OF CONTRACTOR

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

22. INSURANCE

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

(A) Worker's Compensation

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

(B) Comprehensive Auto and General Liability Insurance

Contractor must provide sufficient broad coverage to include:

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

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

(C) Certificate of Insurance

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

(D) Worker's Compensation Certificate

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

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

23. FAILURE TO MAINTAIN INSURANCE

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

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

#### 24. EXTENSIONS OF TIME

In the event City deems it necessary, in its sole discretion, to extend the time of completion of the work to be done under this Contract beyond the required Completion Date herein specified, such extensions shall in no way release any guarantee given by contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. By executing such bonds, the sureties shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in 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, riots, insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assembly, or allotment of materials necessary in the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by City insofar as they necessarily require additional time in which to complete the work; the prevention by 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.

Inclement weather shall not be a reason for granting an extension of time. City may, however, grant an extension of time for unavoidable delay as a result of extraordinary inclement weather which shall then be classified Excusable Delay.

The term "Excusable Delay" shall specifically not include: (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor the completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by City for review of plans and submittals required of Contractor and for the making of surveys, measurements and inspections; (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City, which does not necessarily prevent the completion of the work within the time specified; and, (v) any delay resulting from ordinary inclement weather. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) but shall not under any circumstances increase the sum City is to pay Contractor as provided in these Contract Documents.

26. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which Contractor regards as an excusable delay, he shall notify the City Engineer in writing of the probability of such delay and its cause, in order that the City Engineer may take immediate steps to prevent if possible the occurrence or continuance of the delay, or if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the work are delayed thereby. Said notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the work, the City Engineer, in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the City Engineer at the time of their occurrence and found by him to have been excusable. Contractor shall make no claim that any delay not called to the attention of the City Engineer at the time of its occurrence has been an excusable delay.

27. EXTENSION OF TIME

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

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

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

29. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the work whether such delays qualify for extension of time under this Agreement or not.

Contractor waives all claims against City, its officials and employees, for any loss or damage sustained by reason of delays beyond the Completion Date arising out of modifications of this Agreement, including modifications deemed necessary or desirable by City for the correction of errors or omissions in this Agreement, Plans or Specifications; it being expressly understood and agreed that no damages or compensation of any kind shall be paid to Contractor because of such delays.

### 30. CHANGES IN THE WORK

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

### 31. TERMINATION AFTER COMPLETION DATE

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

### 32. CONTRACTOR BANKRUPT

If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 33. Contractor's Surety shall have the right to complete the work by commencing within thirty (30) days as specified in Section 33; and, in the event Contractor's Surety fails to commence work within thirty (30) 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 City 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) days from the date of the mailing to such Surety of notice of termination, City may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of Contractor, and his Surety shall be liable to City for any excess cost occasioned City thereby, as hereinafter set forth.

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

No act by City before the work is finally accepted including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach by Contractor shall be construed to be a waiver by, or to estop, City from acting pursuant to this paragraph upon any subsequent event, occurrence of failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City pursuant to this paragraph are cumulative and in addition to all other rights of City pursuant to this Agreement and at law or in equity.

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

DATE: 4/21/87

<b>REQ'D. INS.</b>	
<b>PL &amp; PD</b>	Exp. <u>3/27/88</u> <u>OK</u> <u>Full</u>
<b>Worker's Comp.</b>	Exp. <u>3/27/88</u> <u>OK</u> <u>Full</u>

DATE: 4/28/87

CONTRACTOR

By [Signature]  
 Title

CITY OF SACRAMENTO,  
 a municipal corporation

By [Signature]  
 City Manager

ATTEST

[Signature]  
 City Clerk  
 ORIGINAL APPROVED AS TO FORM  
[Signature]  
 City Attorney

23,000  
 FUNDING AVAILABLE: 209-500-TB31-4820  
 44262 209-500-TB31-4820  
[Signature]  
 Accounting Officer

SUBSTITUTION OF SECURITIES FOR MONEY WITHHELD

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



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Sacramento, a municipal corporation, has awarded to  
H. MAX LEE, INC.

---

hereinafter designated as the "Principal", a contract for  
REPAIR OF THE MAIN AVENUE BRIDGE  
AT  
NATOMAS EAST MAIN DRAINAGE CANAL  
PN:TB31

; and

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

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Sacramento in the sum of FORTY SEVEN THOUSAND SIX HUNDRED

DOLLARS AND NO/100-----DOLLARS (\$ 47,600.00 ),  
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 this bond.

STATE OF CALIFORNIA

ss.

..... County of .. San Joaquin .....

On this .. 20th .. day of .. April ....., in the year .. 1987 ....., before me, .. Georgia E. Abraham .....

a Notary Public, State of California, duly commissioned and sworn, personally appeared .. Michael Ramsey ....., personally known to me (or proved to me

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney in fact of .. St. Paul Fire & Marine Insurance Co. ....

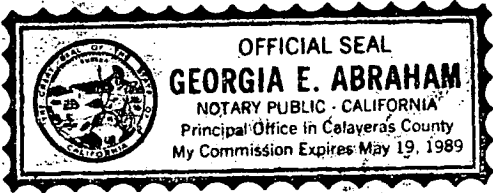
..... and acknowledged that .. he subscribed the name .. of .. H. Max Lee, Inc. ....

..... thereto as principal ....., and h is .. own name as attorney in fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the .. city of .. Lodi county of .. San Joaquin ....., on the date set forth above in this certificate.

Georgia E. Abraham  
Notary Public, State of California.

My commission expires 5-19-89



This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

STATE OF CALIFORNIA  
COUNTY OF San Joaquin

ss.

On this 20th day of April, in the year 1987, before me, Georgia E. Abraham, a Notary Public, State of California, duly licensed and sworn, personally appeared H. Max. Lee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

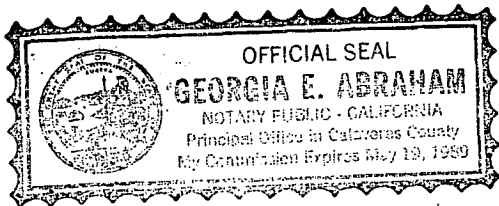
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the city of Lodi, County of San Joaquin, on the date set forth above in this certificate.

*Georgia E. Abraham*

Notary Public, State of California

5-19-89

My commission expires \_\_\_\_\_



This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement to Notary Public — Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 20th day of April, 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.

H. MAX LEE, INC.

Principal \_\_\_\_\_  
By *H. Max Lee* \_\_\_\_\_  
Title Pres. \_\_\_\_\_

Surety St. Paul Fire & Marine Ins. Co.  
201 3rd St.  
Address \_\_\_\_\_

San Francisco CA 94103  
City State Zip

By *Michael Ramsey* \_\_\_\_\_  
Michael Ramsey, Attorney-in-fact

P.O. Box 229  
Address \_\_\_\_\_

Lodi, CA 95241  
City State Zip

APPROVED AS TO FORM:

*Laurel M. Linder*  
City Attorney

JURAT HERE, PLEASE

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-2189 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

**GENERAL POWER OF ATTORNEY - CERTIFIED COPY**  
(Original on File at Home Office of Company. See Certification.)

**KNOW ALL MEN BY THESE PRESENTS:** That **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

**Richard O. Wright and Michael Ramsey, individually,**  
**Lodi, California**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

**NOT TO EXCEED IN PENALTY THE SUM OF FIVE MILLION**  
**(\$5,000,000) EACH**

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Board of Directors of **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and
- (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

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

IN TESTIMONY WHEREOF, **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, A.D. 1984.

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**

STATE OF MINNESOTA }  
County of Ramsey } ss.

*[Signature]*  
Vice President



11th day of June 1986

On this 11th day of June 1986, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of **St. Paul Fire and Marine Insurance Company**; that the seal affixed to said instrument is the Corporate Seal of Said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.



*Mary C. Clancy*

MARY C. CLANCY, Notary Public, Ramsey County, MN.  
My Commission Expires November 1, 1990

**CERTIFICATION**

I, the undersigned officer of **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney, and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

20th day of April 1987

*Jerome H. Holden*  
Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

**ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

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

H. MAX LEE, INC.

hereinafter designated as the "Principal", a contract for  
REPAIR OF THE MAIN AVENUE BRIDGE  
AT  
NATOMAS EAST MAIN DRAINAGE CANAL  
PN:TB31

; 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

St. Paul Fire & Marine Insurance Company  
as Surety, are held and firmly bound unto the City of Sacramento in the penal sum of

FORTY SEVEN THOUSAND SIX HUNDRED DOLLARS AND NO/100-----DOLLARS

(\$ 47,600.00-----), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the 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.

STATE OF CALIFORNIA

COUNTY OF San Joaquin

ss.

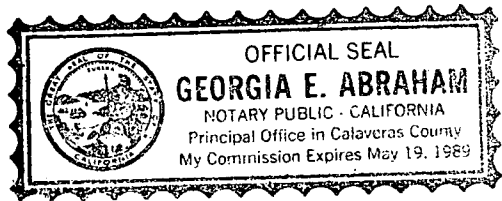
On this 20th day of April, in the year 1987, before me, Georgia E. Abraham, a Notary Public, State of California, duly licensed and sworn, personally appeared H. Max Lee

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the city of Lodi, County of San Joaquin, on the date set forth above in this certificate.

Georgia E. Abraham
Notary Public, State of California

My commission expires 5-19-89



This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement to Notary Public — Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

STATE OF CALIFORNIA

ss.

..... County of ... San Joaquin .....

On this ..... 20th ..... day of ..... April ....., in the year  
..... 1987 ....., before me, ..... Georgia E. Abraham .....,

a Notary Public, State of California, duly commissioned and sworn, personally appeared  
..... Michael Ramsey ....., personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person whose name is subscribed to this  
instrument as the attorney in fact of ... St. Paul Fire & Marine Insurance Co.

.....  
and acknowledged that ..... he subscribed the name ..... of ... H. Max Lee, Inc. ....

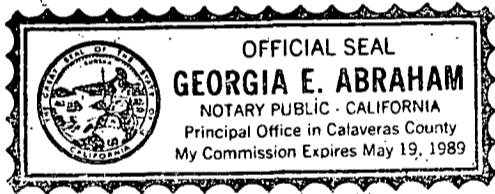
.....  
thereto as principal ..... , and h .i.s. .... own name as attorney in fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the .city of .Lodi County of ... San Joaquin ..... on the date  
set forth above in this certificate.

*Georgia E. Abraham*

Notary Public, State of California.

My commission expires ..... 5-19-89 .....



This document is only a general form which may be proper for use in simple trans-  
actions and in no way acts, or is intended to act, as a substitute for the advice of an  
attorney. The printer does not make any warranty, either express or implied, as to the  
legal validity of any provision or the suitability of these forms in any specific transaction.



IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 20th day of April the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

H. MAX LEE, INC.

Principal \_\_\_\_\_  
By H. Max Lee \_\_\_\_\_  
Title Pres. \_\_\_\_\_

Surety St. Paul Fire & Marine Insurance Co.

201 3rd St.  
Address \_\_\_\_\_

San Francisco CA 94103  
City State Zip

By Michael Ramsey \_\_\_\_\_  
Michael Ramsey, Attorney-in-fact  
P.O. Box 229  
Address \_\_\_\_\_

Lodi CA 95241  
City State Zip

APPROVED AS TO FORM:

Lawrence J. Loh  
City Attorney

JURAT HERE, PLEASE



ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
385 Washington Street, St. Paul, Minnesota 55102

CERTIFICATE OF AUTHORITY NO. 1012469

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-2189 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

GENERAL POWER OF ATTORNEY - CERTIFIED COPY  
(Original on File at Home Office of Company. See Certification.)

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

Richard O. Wright and Michael Ramsey, individually,  
Lodi, California

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

NOT TO EXCEED IN PENALTY THE SUM OF FIVE MILLION  
(\$5,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C) of the By-Laws adopted by the Board of Directors of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

- The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority
- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

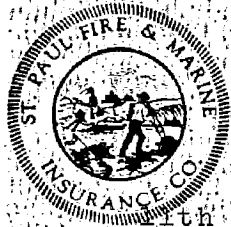
"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the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

IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, A.D. 1984.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA  
County of Ramsey

*J. Schubert*  
Vice President



19th day of June 1986

On this 19th day of June 1986 before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of Said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.

*Mary C. Clancy*

MARY C. CLANCY, Notary Public, Ramsey County, MN  
My Commission Expires November 1, 1990



CERTIFICATION

I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY; and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

20th day of April 1987

*Jerome H. Holder*  
Secretary



Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

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

### Chapter 4 of Division 3

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

(Note: Boldface type denotes key points.)

3098. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint 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.

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

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

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

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

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

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered.

DAS 10 (Rev. 1/77)

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

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

The contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less

than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate, exempting the contractor from the 1-to-5 ratio as set forth in this section. This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) or 20 working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than two thousand dollars (\$2,000) or fewer than five working days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The City of Sacramento is signatory to the "Greater Sacramento Area Plan" (hereinafter referred to as the "Plan") a joint industry-labor-minority representative agreement established for the purpose of increasing the employment of minorities in all phases and at all levels of skill in the building and construction industry within the greater Sacramento area. The City has adopted the "Plan" as its affirmative action program for City construction contracts and requires a contractor and his subcontractors be signatory to the Plan in order to be eligible for an award of a City contract. Additional information regarding the Plan is available at its headquarters office located at 4320 Stockton Boulevard, Sacramento, 95821, Telephone No. (916) 452-5832.

1. As used in these specifications:
  - a. "Covered area" means the geographical area within the following counties: Amador, El Dorado, Nevada, Placer, Sacramento, Sierra, and Yolo.
  - b. "Director" means Director, of GSAP, or any person to whom the Director delegates authority;
  - c. "Minority" includes:
    - (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 Indian subcontinent or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is signatory under Part I of the GSAP a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of the GSAP. Each Contractor or Subcontractor participating in the GSAP is individually required to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 9 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, 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 referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources 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.
- l. 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 or 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 Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### GSAP REPORTING REQUIREMENTS

- (1) All contract and subcontracts (over \$10,000) are subject to the reporting requirements.
- (2) Contractors must submit a CC 257 (Monthly Employee Utilization Report) to the GSAP at 4320 Stockton Boulevard, Sacramento, California 95829.
- (3) If the Contractor is already required to submit CC 257 there is no need to submit an additional form.
- (4) This report must arrive at the GSAP no later than the 5th working day of each month.
- (5) Failure to report is automatic cause to find the Contractor in noncompliance.
- (6) Each report is monitored by GSAP and measured against the specified goals for minorities and women.

**U. S. DEPARTMENT OF LABOR**  
**Employment Standards Administration, OFCCP**

**MONTHLY EMPLOYMENT  
 UTILIZATION REPORT**

1. COVERED AREA (SMSA OR EA)

3. CURRENT GOALS

4. REPORTING PERIOD

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. EMPLOYER(S) ID. NO.

MINORITY:

FROM:

FEMALE:

TO:

NAME AND LOCATION OF CONTRACTOR

FEDERAL  
 FUNDING  
 AGENCY

**5. CONSTRUCTION TRADE**      **6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)**      **9. TOTAL NUMBER OF EMPLOYEES**      **10. TOTAL NUMBER OF MINORITY EMPLOYEES**

CONSTRUCTION TRADE	Classifications	6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE	9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES	
		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



## INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CO-257)

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

- |  |  |
|--|--|
| Compliance Agency                      | U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)   |
| Federal Funding Agency                 | U.S. Government agency funding project (in whole or in part). If more than one agency, list all.   |
| Contractor                             | Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds.   |
| Minority                               | Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women.   |
| 1. Covered Area                        | Geographic area identified in Notice required under 41 CFR 604.2.  |
| 2. Employer's Identification Number    | Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).  |
| 3. Current Goals (Minority & Female)   | See contract Notification.   |
| 4. Reporting Period                    | Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.   |
| 5. Construction Trades                 | Only those construction crafts which contractor employs in the covered area.   |
| 6. Work-Hours of Employment (a-e)      | <p>a. The total number of male hours and the total number of female hours worked by employees in each classification.</p> <p>b. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.</p> |
| Classification                         | The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee).  |
| 7. Minority Percentage                 | The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).   |
| 8. Female Percentage                   | For each trade the number reported in 6a, F divided by the sum of the numbers reported in 6a, M and F.   |
| 9. Total Number of Employees           | Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.   |
| 10. Total Number of Minority Employees | Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.   |

GOALS AND TIMETABLES  
SACRAMENTO, CALIFORNIA

APPENDIX A

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

AREA COVERED

Goals for Women apply Nationwide

GOALS AND TIMETABLES

Timetable	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  
FOR  
REPAIR OF THE MAIN AVENUE BRIDGE  
AT NATOMAS EAST MAIN DRAINAGE CANAL  
JN:9718 PN: TB31

A. Scope of Work

The work to be performed under these Special Provisions in general includes furnishing and erecting timber columns, braces, caps, and reinforced concrete foundations for new auxiliary bents at designated locations. Specific members to be constructed or installed are shown on the Plans.

B. Proposal Conditions

1. Governing Specifications - The work to be performed under this contract shall be done in accordance with the applicable provisions of the Standard Specifications of the City of Sacramento, adopted May, 1981, hereinafter called "Standard Specifications." Reference is also made to the Standard Specifications of the State of California, Department of Transportation, dated July 1984, hereinafter called "State Standard Specifications."

The General Conditions of the contract shall be governed by Sections 1 through 8 of the Standard Specifications. In the event of conflict among the various specifications, these Special Provisions shall govern first, followed by the Standard Specifications and then the State Standard Specifications.

Additionally, reference is made to the applicable requirements of the American Institute of Timber Construction (AITC).

2. Construction Plans - The official plans for the work to be performed hereunder are included Titled "Repair of Main Avenue Bridge Over Natomas East Main Drain".

C. General Construction Requirements

1. Examination of Plans, Specifications and Site of Work - The bidder shall examine carefully the site of the contemplated work and the proposal, drawings, specifications and contract forms therefore, as required in Section 2-4 of the Standard Specifications.

If there is any doubt as to the true meaning of any part of the plans, specifications and contract documents or if discrepancies in or omissions from the drawings or specifications are found, a written request should be made to the Engineer for an interpretation or correction thereof.

No payment shall subsequently be made to the Contractor because of error on his part or of negligence or failure to acquaint himself with the existing conditions, limitations or features of the site or requirements of the contract documents; or by reason of any estimates, tests or representations of any officer, employee or agent of the City.

2. Time of Completion - All work shall be completed within SIXTY (60) calendar days from the time the bidder receives the "Notice to Proceed." If said work is not completed within said time, the Contractor shall pay to the City of Sacramento a sum of five hundred dollars (\$500.00) as liquidated damages, and not as a penalty, for each day's delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City. The Contractor shall be required to comply with requirements of Section 7 of the Standard Specifications.
3. Guarantee - All work performed under this item shall be guaranteed in accordance with Section 3 of the Standard Specifications for a period of one (1) year on the Guarantee Form included. Period of guarantee to start on date of acceptance of work.

D. Protection of Existing Improvements

Existing improvements, utilities, levees, railroads and adjacent public and private property shall be protected from damage resulting from the Contractor's operations. The Contractor shall be liable for costs of repairing damage to existing improvements.

Any damage done to the bridge as a result of the Contractor's operations shall become the responsibility of the Contractor. The cost of repairing such damage shall be included in any item the Contractor deems appropriate.

E. Maintenance of Traffic

1. General Requirements - The Contractor shall provide for the safe passage of vehicular and pedestrian traffic through the construction area while meeting the requirements of these Special Provisions and as directed by the Engineer. All work shall meet the requirements of "Manual of Warning Signs, Lights and Devices For Use in Performance of Work on Highways," as well as Chapter 5, "Traffic Controls For Highways Construction and Maintenance Operations," of the State of California, Department of Transportation Traffic (1971). Copies of both are available for review in the City Traffic Engineer's office.

2. Traffic Control Devices - The Contractor shall furnish, install and maintain all temporary traffic control and warning signs, barricades, flagmen and other control and safety devices necessary to safeguard the general public within the construction area. The Contractor shall provide California standard traffic control signs for use in traffic control.
3. Maintenance of Traveled Ways - Two way traffic shall be maintained at all times across the Main Avenue bridge. If required, traffic shall be controlled by the use of flagmen with a minimum of two (2) flagmen being provided. The use of flagmen shall be permitted only between the hours of 8:30 a.m. and 4:00 p.m.
4. Payment - No separate payment shall be made for traffic control. All costs shall be included in whatever item the Contractor deems appropriate.

F. Public Safety

The Contractor shall be responsible for the public safety at all times. The Contractor shall be responsible for safety barricades and traffic control at the construction site.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, or near the construction site.

G. Permit Requirements and Conditions

Construction of the partial width auxiliary bents within the low flow channel shall be given first priority.

1. State of California, Department of Fish and Game - Included in these Special Provisions is a copy of a permit obtained from the California Department of Fish and Game entitled "Agreement Regarding Proposed Stream or Lake Alteration." The Contractor's attention is directed to the several general and special recommendations specifically called out and noted on the Stream Alteration Agreement.
2. State of California, The Reclamation Board - Conditions concerning the conduction of construction activities within the right-of-way of the Natomas East Main Drainage Canal have been imposed by the State Reclamation Board. These general and special conditions are listed on the "Approval of Plans," a copy of which is included in these Special Provisions. As noted, work within the floodway is to be completed by November 1, 1987.

H. Items of the Proposal

Item No. 1 - Bent No. 2 to Repair (Additional Supports)

This item shall include the construction of concrete foundations and installation of concrete foundations and installation of timber posts positioned beneath existing stringers as indicated on the Plans.

The reinforced concrete foundations shall be constructed in accordance with the applicable requirements of Section 10, 18, 20, 21 of the Standard Specifications.

The excavations for the foundations shall be made to firm bearing to at least the dimensions indicated on the Plans and shall meet the applicable requirements of Section 14 of the Standard Specifications.

The Class "A" concrete for the foundations shall meet the applicable requirements of Sections 10 of the Standard Specifications. The Class "A" concrete shall achieve a compressive strength of not less than 3,500 pounds per square inch at 28 days.

All concrete forms and placement of reinforcing steel shall be inspected and approved by the Engineer prior to the placement of concrete.

The reinforcing steel for the foundations shall meet the applicable requirements of Sections 10 and 21 of the Standard Specifications.

Timber posts shall be positioned to support existing sagging and/or defective stringers. To insure uniform support of the concrete bridge deck the existing defective stringers shall first be jacked to their original position (even with the adjacent stringers) prior to final placement of the timber posts.

The timber posts shall be construction grade Douglas fir. The post to corbel or cap connections and other miscellaneous metal and hardware shall be as detailed on the Plans.

The Contractor shall be advised that the exact height and length of the posts is not indicated on the Plans but must be determined in the field.

Payment shall be at the contract lump sum price bid for furnishing and installing the four timber post/concrete foundation supports for the repair of Bent No. 2 and shall include full compensation for furnishing all labor, materials (including concrete foundations, timber posts, corbel or cap, and miscellaneous metal and hardware), tools and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions or as directed by the Engineer.

Item No. 2 - Bent 9 to Repair (Full Width Auxiliary Bents)

This item shall consist of the removal and disposal of the existing auxiliary bents and the construction and erection of new full width replacement auxiliary bents as indicated on the Plans. Included in this item shall be the construction of concrete foundations, furnishing and erecting new columns, caps, corbels, bracing, cap connectors, and all miscellaneous metal and hardware. This item shall also include the partial removal of the existing timber firewall (top three boards).

The reinforced concrete foundations for the auxiliary bents shall be constructed in accordance with the applicable requirements of Section 10, 18, 20 and 21 of the Standard Specifications.

The excavations for the foundations shall be made to firm bearing to a least the dimensions indicated on the Plans and shall meet the applicable requirements of Section 14 of the Standard Specifications.

The Class "A" concrete for the foundations shall meet the applicable requirements of Sections 10 of the Standard Specifications. The Class "A" concrete shall achieve a compressive strength of not less than 3,500 pounds per square inch at 28 days.

All concrete forms and placement of reinforcing steel shall be inspected and approved by the Engineer prior to the placement of concrete.

The reinforcing steel for the foundations shall meet the applicable requirements of Sections 10 and 21 of the Standard Specifications.

All timber shall be construction grade Douglas fir and shall be furnished and erected in accordance with the dimensions indicated on the Plans.

All timber members removed from the existing bridge firewall shall not be reused and shall be disposed of at a location and in a manner approved by the Engineer.

The Contractor shall be advised that the exact lengths of the new timber columns are not indicated on the Plans, but must be determined in the field.

The Contractor shall take all necessary measures to insure adequate support of the bridge deck during the installation of the new auxiliary bents. Jacking of the bridge deck may be allowed if required for installation of the auxiliary bents.

Payment for the repair of Bent No. 9 shall be at the contract lump sum price bid to furnish and erect a pair of replacement auxiliary bents and shall include full compensation for furnishing all labor, materials (including concrete foundations, timber columns, timber bracing members, cap connectors, miscellaneous metal and hardware), tolls and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions or as directed by the Engineer.

Item Nos. 3 and 4 - Bent No. 13 and No. 14 to Repair (Partial Width Auxiliary Bents)

These items shall consist of furnishing and erecting partial width auxiliary bents as indicated on the Plans.

The construction of the auxiliary bents including concrete foundations, timber members and connections shall meet the applicable requirements of Item No. 2 - Bent 9 to Repair (Full Width Auxiliary Bents.)

Diversion of water within the low flow channel shall comply with the general and special recommendations noted on the State of California, Department of Fish and Game Stream Alteration Agreement.

The Contractor shall be advised that the exact lengths of the new timber columns are not indicated on the Plans but must be determined in the field.

The Contractor shall take all necessary measures to insure adequate support of the bridge deck during the installation of the new timber auxiliary bents. Jacking of the bridge deck may be allowed if required for installation of the auxiliary bents.

Payment for the repair of Bents No. 13 and 14 shall be at the contract lump sum price bid to furnish and erect a pair of partial width auxiliary bents at each bent location (Bent No. 13 and Bent No. 14), and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete this item in accordance with the Standard Specifications, these Special Provisions or as directed by the Engineer.

Item No. 5 - Installation of Additional Wedges

This item shall include installation of construction grade Douglas Fir wedges at existing stringer locations. Specific locations of additional wedge installations shall be determined by the Engineer during construction.

Payment shall be at the contract lump sum price bid for installation approximately 20 additional wedges, and shall include full compensation for furnishing all labor, materials tools and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions, or as directed by the Engineer.



I. Appendix (Permits)

State of California, Department of Fish and Game

State of California, The Reclamation Board

II-41-87 \*

Notification No. II-50-86 THP No. \_\_\_\_\_

### AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the Department, and Loyd H. Mukey - The City of Sacramento of SACTO, State of CALIF. hereinafter called the operator, is as follows:

WHEREAS, pursuant to Section 1607 of California Fish and Game Code, the operator, on the 26 day of FEBRUARY, 1986, notified the Department that he intends to substantially divert or obstruct the natural flow of, or substantially change the bed, channel, or bank of, or use material from the streambed of, the following water: EAST NATOMAS MAIN DIVERSION CANAL, in the County of SACTO, State of California. SHEET T 9N R 5E

WHEREAS, The Department (represented by R V PROSSER) has made an inspection of subject area on the 4 day of APRIL, 1986, and; has determined that such operations may substantially adversely affect existing fish and wildlife resources including:

DOWNSTREAM MIGRATION OF SALMON & STEELHEAD

THEREFORE, the Department hereby proposes measures to protect fish and wildlife during the operator's work. The operator hereby agrees to accept the following recommendations as part of his work: Numbers 8-9-10-11-12-19-20-21-22 from the list of recommendations on the back of this page and the following special recommendations:

1. All work in or near the stream or lake shall be confined to the period JUNE 1, 1986 - OCT 31, 1986

THE DIVERSION SHALL BE CONSTRUCTED OF SAND BAGS CONTAINING CLEAN SAND & BE REMOVED UPON COMPLETION OF THE PROJECT

Clean gravel may be used as a substitute for sand bags in the stream diversion. As per telephone conversation with Mr R V Prosser, Game Warden, on August 28, 1986. The gravel should be free of fines that would cause downstream sedimentation.

THE PERMIT WILL BECOME VALID WHEN ALL FEES ARE PAID

If the operator's work changes from that stated in the notification specified above, this agreement is no longer valid and a new notification shall be submitted to the Department of Fish and Game. Failure to comply with the provisions of this agreement and with other pertinent Code Sections, including but not limited to Fish and Game Code Sections 5650, 5652 and 5945, may result in prosecution.

Nothing in this agreement authorizes the operator to trespass on any land or property, nor does it relieve the operator of responsibility for compliance with applicable federal, state, or local laws or ordinances. A consummated agreement does not necessarily constitute Department of Fish and Game endorsement of the proposed operation, or assure the Department's concurrence with permits required from other agencies.

This agreement becomes effective on JUNE 1, 1986 and terminates OCT 31, 1986

Operator <u>Loyd H. Mukey</u>	<u>R.V. PROSSER</u> Department Representative
Title <u>Associate Engineer</u>	Title <u>WARDEN</u>
Organization <u>City of Sacramento</u>	Department of Fish and Game, State of California
Date <u>April 4, 1986</u>	Date <u>4/4/86</u>

\* New number assigned by Warden Prosser, Feb. 18, 1987

\* If inspection was not made, cross out words within parentheses.

## RECOMMENDATIONS

1. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. The disturbed portions of any stream channel or lake margin within the high water mark of the stream or lake shall be restored to as near their original condition as possible.
2. Restoration shall include the revegetation of stripped or exposed areas.
3. Rock, riprap, or other erosion protection shall be placed in areas where vegetation cannot reasonably be expected to become reestablished.
4. Installation of bridges, culverts, or other structures shall be such that water flow is not impaired and upstream or downstream passage of fish is assured at all times. Bottoms of temporary culverts shall be placed at or below stream channel grade. Bottoms of permanent culverts shall be placed below stream channel grade.
5. Plans for design of concrete sills and other features that could potentially impede fish migrations must be approved by Department engineers.
6. When any dam (any artificial obstruction) is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain fishlife below the dam.
7. An adequate fish passage facility must be incorporated into any barrier that obstructs fish passage.
8. Any temporary dam (any artificial obstruction) constructed shall only be built from material such as clean gravel which will cause little or no siltation.
9. No equipment will be operated in live stream channels.
10. Equipment shall not be operated in the stream channels of flowing live streams except as may be necessary to construct crossings or barriers and fills at channel changes.
11. When work in a flowing stream is unavoidable, the entire streamflow shall be diverted around the work area by a barrier, temporary culvert, and/or a new channel capable of permitting upstream and downstream fish movement. Construction of the barrier and/or the new channel shall normally begin in the downstream area and continue in an upstream direction, and the flow shall be diverted only when construction of the diversion is completed. Channel bank or barrier construction shall be adequate to prevent seepage into or from the work area. Channel banks or barriers shall not be made of earth or other substances subject to erosion unless first enclosed by sheet piling, rock riprap, or other protective material. The enclosure and the supportive material shall be removed when the work is completed and the removal shall normally proceed from downstream in an upstream direction.
12. Temporary fills shall be constructed of nonerodible materials and shall be removed immediately upon work completion.
13. Equipment shall not be operated in the lake or its margin except during excavation and as may be necessary to construct barriers or fills. If work in the lake is unavoidable, a curtain enclosure to prevent siltation of the lake beyond the immediate working area shall be installed. The enclosure and any supportive material shall be removed when the work is completed.
14. Silt settling basins shall be located away from the stream or lake to prevent discolored, silt-bearing water from reaching the stream or lake.
15. Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water checks shall be placed on dirt roads, cut tracks, or other work trails to control erosion.
16. Wash water containing mud or silt from aggregate washing or other operations shall not be allowed to enter a lake or flowing streams.
17. a) A silt catchment basin shall be constructed across the stream immediately below the project site. This catchment basin shall be constructed of gravel which is free from mud or silt.  
b) Upon completion of the project and after all flowing water in the area is clear of turbidity, the gravel along with the trapped sediment shall be removed from the stream.
18. If operations require moving of equipment across a flowing stream, such operations shall be conducted without substantially increasing stream turbidity. For repeated crossings, the operator shall install a bridge, culvert, or rock-fill crossing as specified in comments below.
19. If a stream channel has been altered during the operations, its low flow channel shall be returned as nearly as possible to its natural state without creating a possible future bank erosion problem, or a flat wide channel or sluice-like area. If a lake margin has been altered, it shall be returned as nearly as possible to its natural state without creating a future bank erosion problem. The gradient of the streambed or lake margin shall be as nearly as possible the same gradient as existed prior to disturbance.
20. Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the high water mark before such flows occur.
21. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any logging, construction, or associated activity of whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.
22. The operator will notify the Department of Fish and Game of the date of commencement of operations and the date of completion of operations at least five days prior to such completion.

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
**THE RECLAMATION BOARD**

PERMIT NO. 14352 GM

This Permit is issued to:

City of Sacramento  
915 I Street  
Sacramento, CA 95814

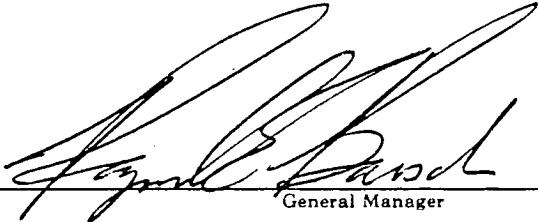
To repair and construct new concrete footings for the Main Avenue bridge across the Natomas East Main Drainage Canal. The project is located in the City of Sacramento upstream from State Highway 80 crossing. Section 8, T9N, R5E, M.D.B.&M. (American River Flood Control District) Natomas East Main Drainage Canal, Sacramento County.

NOTE: Special Conditions have been incorporated herein which may place limitations on and/or require modification of your proposed project described above.

The Reclamation Board, on the 23<sup>rd</sup> day of May, 1986 approved this application and the plans attached thereto. Permission is granted to proceed with the work described in this application, which is incorporated herein by reference, subject to the following General and Special Conditions.

(SEAL)

Dated: MAY 23 1986

  
General Manager

**GENERAL CONDITIONS:**

**ONE:** This permit is issued under the provisions of Sections 8700 - 8723 of the Water Code.

**TWO:** Only work described in the subject application is authorized hereby.

**THREE:** This permit does not grant a right to use or construct works on land owned by the Sacramento and San Joaquin Drainage District or on any other land.

**FOUR:** The approved work shall be accomplished under the direction and supervision of the State Department of Water Resources, and the permittee shall conform to all requirements of the Department and The Reclamation Board.

**FIVE:** Unless the work herein contemplated shall have been commenced within one year after issuance of this permit, the Board reserves the right to change any conditions in this permit as may be consistent with current flood control standards and policies of The Reclamation Board.

**SIX:** This permit shall remain in effect until revoked. In the event any conditions in this permit are not complied with, it may be revoked on 15 days' notice.

**SEVEN:** It is understood and agreed to by the permittee that the start of any work under this permit shall constitute an acceptance of the conditions in this permit and an agreement to perform work in accordance therewith.

**EIGHT:** This permit does not establish any precedent with respect to any other application received by The Reclamation Board.

**NINE:** The permittee shall, when required by law, secure the written order or consent from all other public agencies having jurisdiction.

**TEN:** The permittee is responsible for all personal liability and property damage which may arise out of failure on the permittee's part to perform the obligations under this permit. If any claim of liability is made against the State of California, or any departments thereof, the United States of America, a local district or other maintaining agencies and the officers, agents or employees thereof, the permittee shall defend and shall hold each of them harmless from each claim.

**ELEVEN:** The permittee shall exercise reasonable care to operate and maintain any work authorized herein to preclude injury to or damage to any works necessary to any plan of flood control adopted by the Board or the Legislature, or interfere with the successful execution, functioning or operation of any plan of flood control adopted by the Board or the Legislature.

**TWELVE:** Should any of the work not conform to the conditions of this permit, the permittee, upon order of The Reclamation Board, shall in the manner prescribed by the Board be responsible for the cost and expense to remove, alter, relocate, or reconstruct all or any part of the work herein approved.

**SPECIAL CONDITIONS:**

**THIRTEEN:** The permittee shall notify the Department of Water Resources by telephone, (916) 445-3942, at least three (3) working days prior to start of work.

**FOURTEEN:** That all trees and brush cleared shall be completely burned or otherwise removed from the overflow area of the Natomas East Main Drainage Canal, and no downed trees or brush shall be allowed to remain in the floodway during the flood season between November 1 and April 15.

**FIFTEEN:** That the pile bent shall be constructed parallel to the direction of flow in the Natomas East Main Drainage Canal.

**SIXTEEN:** That temporary staging, form work, material stockpiles, equipment and temporary buildings shall not be placed or allowed to remain in the floodway during the flood season from November 1 to April 15.

**SEVENTEEN:** That the channel shall be restored to at least the same condition that existed prior to commencement of work.

**EIGHTEEN:** That the applicant shall maintain the project works within the utilized area in the manner required and as requested by the authorized representative of the American River Flood Control District, Reclamation District No. 1000 or any other agency responsible for maintenance.

April 30, 1987

Dannan Construction Company  
3236 Fitzgerald Road, Suite A  
Rancho Cordova, CA 95670

Gentlemen:

We are in receipt of the finalized contract for the Repair of Main Avenue Bridge at Natomas East Main Drainage Canal, which was approved by the Sacramento City Council on April 7, 1987.

Returned herewith is your bond in the amount of ten percent of total amount of bid, which was submitted for the above bid.

Sincerely,

Janice Beaman  
Deputy City Clerk

JB/sbw/6

Enclosure: Bond issued by Fairmont Insurance Company

April 30, 1987

CFB Construction  
9700 Del Road  
Roseville, CA 95678

Gentlemen:

We are in receipt of the finalized contract for the Repair of Main Avenue Bridge at Natomas East Main Drainage Canal, which was approved by the Sacramento City Council on April 7, 1987.

Returned herewith is your bond in the amount of ten percent of total amount of bid, which was submitted for the above bid.

Sincerely,

Janice Beaman  
Deputy City Clerk

JB/sbw/6

Enclosure: Bond issued by The Travelers Indemnity Company

April 15, 1987

Dannan Construction Company  
3236 Fitzgerald Road, Suite A  
Rancho Cordova, CA 95670

Gentlemen:

On April 14, 1987, the Sacramento City Council accepted the bid of H. Max Lee, Inc. in the amount of \$47,600.00 for Main Avenue Bridge at Natomas East Main Drainage Canal.

It is the policy of the City to hold the bid security of the three lowest bidders until a finalized contract has been received by this office.

Upon receipt of the finalized contract your bid security will be returned.

Sincerely,

Janice Beaman  
Deputy City Clerk

JB/sbw/6



April 15, 1987

CFB Construction  
9700 Del Road  
Roseville, CA 95678

Gentlemen:

On April 14, 1987, the Sacramento City Council accepted the bid of H. Max Lee, Inc. in the amount of \$47,600.00 for Main Avenue Bridge at Natomas East Main Drainage Canal.

It is the policy of the City to hold the bid security of the three lowest bidders until a finalized contract has been received by this office.

Upon receipt of the finalized contract your bid security will be returned.

Sincerely,

Janice Beaman  
Deputy City Clerk

JB/sbw/6

April 15, 1987

Teichert Construction  
P.O. Box 15002  
Sacramento, CA 95851

Gentlemen:

This is to inform you that you were not the successful bidder for Repair of Main Avenue Bridge at Natomas East Main Drainage Canal. Therefore, we are returning your bond in the amount of ten percent of total amount of bid.

The said bid having been awarded by the City Council at the regular meeting of April 14, 1987 to H. Max Lee, Inc., in the amount of \$47,600.00.

Sincerely,

Janice Beaman  
Deputy City Clerk

JB/sbw/6

Enclosure: Bond issued by American International Companies

April 15, 1987

Zenith Construction, Inc.  
4801 24th Street  
Sacramento, CA 95822

Gentlemen:

This is to inform you that you were not the successful bidder for Repair of Main Avenue Bridge at Natomas East Main Drainage Canal. Therefore, we are returning your bond in the amount of ten percent of total amount of bid.

The said bid having been awarded by the City Council at the regular meeting of April 14, 1987 to H. Max Lee, Inc., in the amount of \$47,600.00.

Sincerely,

Janice Beaman  
Deputy City Clerk

JB/sbw/6

Enclosure: Bond issued by Fidelity and Deposit Company

April 15, 1987

Mark III Engineering Contractors  
5101 Florin Perkins Road  
Sacramento, CA 95826

Gentlemen:

This is to inform you that you were not the successful bidder for Repair of Main Avenue Bridge at Natomas East Main Drainage Canal. Therefore, we are returning your bond in the amount of ten percent of total amount of bid.

The said bid having been awarded by the City Council at the regular meeting of April 14, 1987 to H. Max Lee, Inc., in the amount of \$47,600.00.

Sincerely,

Janice Beaman  
Deputy City Clerk

JB/sbw/6

Enclosure: Bond issued by The Travelers Indemnity Company

April 15, 1987

C.J. Peterson Construction Company  
7209 7th Street  
Rio Linda, CA 95673

Gentlemen:

This is to inform you that you were not the successful bidder for Repair of Main Avenue Bridge at Natomas East Main Drainage Canal. Therefore, we are returning your bond in the amount of six-thousand, six-hundred dollars.

The said bid having been awarded by the City Council at the regular meeting of April 14, 1987 to H. Max Lee, Inc., in the amount of \$47,600.00.

Sincerely,

Janice Beaman  
Deputy City Clerk

JB/sbw/6

Enclosure: Bond issued by Indemnity Company of California