



# CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

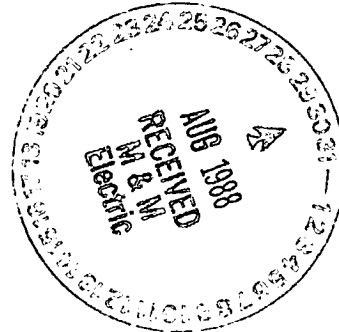
ENGINEERING DIVISION

9/20/88  
#18

## CONTRACT SPECIFICATIONS FOR HOWE AVENUE/POWER INN ROAD INTERCONNECT SYSTEM AND IMPROVEMENTS

PN: [REDACTED]/SB01/SB66/SB71

Non-Refundable Fee  
\$30.00



### Separate Plans

For Pre-Bid Information Call:  
Jonathan Davidson  
(916) 449-5986

Bids to be received before  
10:30 A.M. Tuesday, August 16,  
1988 at Room 300, City Hall,  
915 I Street, Sacramento,  
California 95814

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

} ss.

On this 16th day of AUGUST, in the year 1988, before me,

LORI MARSALLA, a NOTARY PUBLIC in and for said State, personally appeared GEORGE F. KANAKARIS, 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 THE OHIO CASUALTY INSURANCE COMPANY, and acknowledged to me that he (she) subscribed the name of THE OHIO CASUALTY INSURANCE COMPANY thereto as Surety and his (her) own name as attorney-in-fact.

Lori Marsalla, Notary Public in and for said State

My Commission Expires.....



# The Ohio Casualty Insurance Company

HAMILTON, OHIO

## BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

M & M ELECTRIC

(hereinafter called the Principal) as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety) and licensed to do business in the State of SACRAMENTO as Surety, are held and firmly bound unto

CITY OF SACRAMENTO

(hereinafter called the Obligee) in the penal sum of

---TEN PERCENT OF THE AMOUNT OF THE BID--- Dollars (\$ \*\*10%\*\* )  
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, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid, dated AUGUST 16, 19 88 , for

CONSTRUCTION OF HOWE AVENUE/  
POWER INN ROAD  
INTERCONNECT SYSTEM AND  
IMPROVEMENTS

PN:SA96/SB01/SB66/SB71

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, Sealed and Dated this 16th day of AUGUST, 19 88.

M & M ELECTRIC

(Principal)

By 

THE OHIO CASUALTY INSURANCE COMPANY

By 

Attorney-in-Fact

GEORGE F. KANAKARIS, ATTORNEY-IN-FACT

**CERTIFIED COPY OF POWER OF ATTORNEY**  
**THE OHIO CASUALTY INSURANCE COMPANY**

HOME OFFICE, HAMILTON, OHIO

No. 19-993

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

George F. Kanakaris or Laura J. Belcher - - - - - of Sacramento, California - - -  
its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance  
FOUR MILLION - - - - - (\$ 4,000,000.00 - ) Dollars,  
excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 26th day of August 1983.



*Richard T. Hoffman*  
Asst. Secretary

STATE OF OHIO, }  
COUNTY OF BUTLER } SS.

On this 26th day of August A. D. 19 83 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



*Dorothy Bibbee*  
Notary Public in and for County of Butler, State of Ohio  
My Commission expires December 24, 1986.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

**"ARTICLE VI"**

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

**CERTIFICATE**

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 16th day of AUGA.D., 1988



*Richard T. Hoffman*  
Assistant Secretary

CITY OF SACRAMENTO

SEALED PROPOSAL  
(MUST BE SIGNED BY BIDDER)

ADDENDUM NO. 1

Sealed Proposals will be received not later than 10:30 A.M. on August 16, 1988 at the office of the City Clerk, Room 300, City Hall, Sacramento, California and opened at 10:30 A.M., or as soon thereafter as business allows, on August 16, 1988 in the office of the City Clerk, Room 300, 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

Howe Avenue/Power Inn Road  
Interconnect System  
and Improvements  
(PN:SB66,SB71,SB01,SA96)

**FILED**

AUG 16 1988

By the  
Office of the City Clerk

**APPROVED**  
BY THE CITY COUNCIL

SEP 20 1988

OFFICE OF THE  
CITY CLERK

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.	Handicapped Ramp to Construct	1,490	S.F.	\$ <u>9<sup>20</sup></u>	\$ <u>13,708<sup>-</sup></u>
2.	Remove and Reconstruct Curb and Gutter No. 13	15	L.F.	\$ <u>32<sup>00</sup></u>	\$ <u>480<sup>-</sup></u>
3.	Remove and Reconstruct Curb and Gutter No. 4	19	L.F.	\$ <u>29<sup>75</sup></u>	\$ <u>565.<sup>25</sup></u>
4.	Remove and Reconstruct 3½" P.C.C. Sidewalk	150	S.F.	\$ <u>6<sup>25</sup></u>	\$ <u>937.<sup>50</sup></u>
5.	Remove and Reconstruct Pavement, 4" A.C. on 12" A.B.	460	S.F.	\$ <u>13<sup>00</sup></u>	\$ <u>5980<sup>-</sup></u>
6.	Install Howe/Power Inn Interconnect System	1	Job	\$ Lump Sum	\$ <u>66,970<sup>-</sup></u>
7.	Modify Traffic Signals Howe Ave. and Fair Oaks Blvd.	1	Job	\$ Lump Sum	\$ <u>6,410<sup>-</sup></u>
8.	Modify Traffic Signals Howe Ave. and University	1	Job	\$ Lump Sum	\$ <u>7,600<sup>-</sup></u>
9.	Modify Traffic Signals Howe Ave. and American River Drive	1	Job	\$ Lump Sum	\$ <u>43,990<sup>-</sup></u>

APPROVED  
BY THE CITY COUNCIL

SEP 20 1988

ADDENDUM NO. 1

10.	Modify Traffic Signals Howe Ave. and Swarthmore Drive	1	Job	\$ Lump Sum	\$ 3,500 <sup>-</sup>
11.	Modify Traffic Signals Howe Avenue and College Town Drive	1	Job	\$ Lump Sum	\$ 2,230 <sup>-</sup>
12.	Modify Traffic Signals Howe Ave. and U.S. 50 Off Ramp	1	Job	\$ Lump Sum	\$ 3,000 <sup>-</sup>
13.	Install Traffic Signals Folsom Blvd. and E. Bicentennial Cir.	1	Job	\$ Lump Sum	\$ 49,000 <sup>-</sup>
14.	Modify Traffic Signals Power Inn Road and 14th Ave.	1	Job	\$ Lump Sum	\$ 22,100 <sup>-</sup>
15.	Install Interconnect System, Fruitridge Road	1	Job	\$ Lump Sum	\$ 23,300 <sup>-</sup>
16.	Modify Traffic Signals Fruitridge Road and Wallace/Lowell	1	Job	\$ Lump Sum	\$ 57,950 <sup>-</sup>
			TOTAL		\$ 307,720. <sup>75</sup>

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

AUG 16 1988

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 ONE HUNDRED EIGHTY (180) calendar days commencing on the date stated in the Notice to Proceed.

ADDENDUM NO. 1

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be **THREE HUNDRED DOLLARS (\$300.00)** for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

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

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

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

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ 10% OF BID not less than ten (10%) of amount bid.

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

**FILED**

AUG 16 1988

By the  
Office of the City Clerk

ADDENDUM NO.:

1. 4 dated 7/25/88
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

CONTRACTOR **MAY-HAN-ELECTRIC INC.  
DBA M & M ELECTRIC**

By *Jenneth E. Capper*  
(Signature)

Title **ATTORNEY-IN-FACT**

Address **M & M ELECTRIC CO.  
1600 AUBURN BLVD.  
SACRAMENTO, CA 95815**

Telephone No. 929-0150

**APPROVED**  
BY THE CITY COUNCIL

SEP 20 1988

OFFICE OF THE  
CITY CLERK

Contractor's License:

Valid Contractor's License No. 260864 is held by the bidder.



# 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
PLACER PAVING	PO Box 1128 ROSEVILLE CA 95661	ROAD WORK	ITEMS 1-5	A282751
WILDERS PAINTING	PO BOX 752 WEST SACRAMENTO CA 95691	PAINTING	Item 9, 14, 16 "PORTION"	C33- 427425

DATE BID OPENED <u>8-16-88</u>
EMPLOYEE INITIALS <u>mls</u>
MARK ONE BOX FOR EACH ITEM ONLY
<b>BID SECURITY</b>
( ) NONE REQUIRED
( <input checked="" type="checkbox"/> ) PROPERLY SIGNED
<b>BID DEPOSIT TYPE</b>
( <input checked="" type="checkbox"/> ) BID BOND
( ) CALIF. BANK CASHIER'S CHECK
( ) CERTIFIED CHECK
( ) CASH
( ) CALIF. BANK MONEY ORDER
<b>AFTER AWARD OF BID</b>
( ) SECURITY RETURNED
( <input checked="" type="checkbox"/> ) SECURITY ACCEPTED
EMPLOYEE INITIALS <u>mls</u>
DATE <u>10-5-88</u>

**FILED**  
**AUG 16 1988**  
 By the  
 Office of the City Clerk

**APPROVED**  
 BY THE CITY COUNCIL

**SEP 20 1988**  
 OFFICE OF THE  
 CITY CLERK





DEPARTMENT OF  
PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY  
ENGINEERING DIVISION MANAGER

CITY OF SACRAMENTO  
CALIFORNIA

927 TENTH STREET  
ROOM 200  
SACRAMENTO, CA  
95814-2705

916-449-8220

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

916-449-5282

July 25, 1988

Gentlepersons:

Attached is Addendum No. 1 to the Contract Specifications for the Howe Avenue/Power Inn Road Interconnect System and Improvements construction project.

Please acknowledge acceptance of this Addendum by noting on the Sealed Proposal Form and submitting the required information with your bid.

Very truly yours,

THOMAS M. FINLEY  
Engineering Division Manager

TMF:yg

**FILED**

AUG 16 1988

By the  
Office of the City Clerk

**APPROVED**  
BY THE CITY COUNCIL

SEP 20 1988

OFFICE OF THE  
CITY CLERK

ADDENDUM NO. 1  
JULY 25, 1988  
CONTRACT SPECIFICATIONS FOR  
HOWE AVENUE/POWER INN ROAD INTERCONNECT SYSTEM  
AND IMPROVEMENTS  
PN:SA96/SB01/SB66/SB71

Bids to be received: August 16, 1988

---

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

---

1. Insert the revised Sealed Proposal Form Pages (Green).  
The revisions include quantity revisions for Items 1, 3, 4 and 5. Item 17 shall be deleted.
2. All references to Location 14, Lemon Hill and Power Inn Road, in the Contract Specifications shall be deleted.
3. Sheets E-17, 18, 27, and C-3 have been deleted from the Contract drawings and are not a part of this contract.

**FILED**

AUG 16 1988

By the  
Office of the City Clerk

**APPROVED**  
BY THE CITY COUNCIL

SEP 20 1988

OFFICE OF THE  
CITY CLERK

ADDNSA96, etc.



DEPARTMENT OF  
PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY  
ENGINEERING DIVISION MANAGER

CITY OF SACRAMENTO  
CALIFORNIA

927 TENTH STREET  
ROOM 200  
SACRAMENTO, CA  
95814-2705

916-449-8220

CONSTRUCTION SECTION  
640 BERCLUT DRIVE  
SUITE B  
SACRAMENTO, CA  
95814-0151

916-449-5282


July 25, 1988

Gentlepersons:

Attached is Addendum No. 1 to the Contract Specifications for the Howe Avenue/Power Inn Road Interconnect System and Improvements construction project.

Please acknowledge acceptance of this Addendum by noting on the Sealed Proposal Form and submitting the required information with your bid.

Very truly yours,



THOMAS M. FINLEY

Engineering Division Manager

TMF:yg

**FILED**

AUG 16 1988

By the  
Office of the City Clerk

ADDENDUM NO. 1  
JULY 25, 1988  
CONTRACT SPECIFICATIONS FOR  
HOWE AVENUE/POWER INN ROAD INTERCONNECT SYSTEM  
AND IMPROVEMENTS  
PN: [REDACTED]/SB01/SB66/SB71

Bids to be received: August 16, 1988

---

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

---

1. Insert the revised Sealed Proposal Form Pages (Green).  
The revisions include quantity revisions for Items 1, 3, 4 and 5. Item 17 shall be deleted.
2. All references to Location 14, Lemon Hill and Power Inn Road, in the Contract Specifications shall be deleted.
3. Sheets E-17, 18, 27, and C-3 have been deleted from the Contract drawings and are not a part of this contract.

**FILED**

AUG 16 1988

By the  
Office of the City Clerk

ADDNSA96, etc.

NOTICE TO CONTRACTORS

**CITY OF SACRAMENTO**

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Room 300, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:30 a.m. on August 16, 1988, and opened at 10:30 a.m., or as soon thereafter as business allows, in the office of the City Clerk, City Hall for construction of:

**Howe Avenue/Power Inn Road Interconnect System and Improvements  
SA96/SB01/SB66/SB71**

as set forth in the Construction Documents adopted July 26, 1988, by the City of Sacramento.

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

Bids must be submitted on printed forms supplied by the City Clerk to prospective bidders for a non-refundable fee of \$30. Bids must be enclosed in an envelope marked:

**Sealed Proposal for Howe Avenue/Power Inn Road Interconnect System and Improvements (SA96/SB01/SB66/SB71)**

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

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

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

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

LORRAINE MAGANA  
CITY CLERK

SA96/SB01/SB66/SB71.B.ED

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

# GUARANTEE

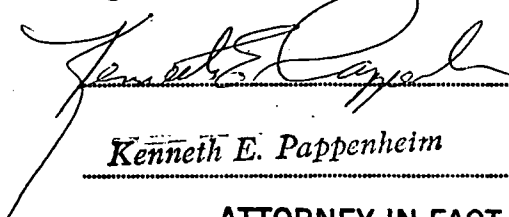
We hereby guarantee the

HOWE AVENUE/POWER INN ROAD INTERCONNECT SYSTEM AND IMPROVEMENTS (PN:SB66, [REDACTED], SB71, SB01)

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: M & M Electric Co.

  
\_\_\_\_\_  
*Kenneth E. Pappenheim*  
\_\_\_\_\_  
**ATTORNEY-IN-FACT**  
\_\_\_\_\_

Dated:

SEP 30 1988  
\_\_\_\_\_

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.

M & M Electric Company

Bidder

By 

Title

ATTORNEY-IN-FACT

Address

M & M ELECTRIC CO.  
1600 AUBURN BLVD.  
SACRAMENTO, CA 95815

Date

SEP 30 1988

PLEASE READ CAREFULLY BEFORE SIGNING

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

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



AGREEMENT

THIS AGREEMENT, dated for identification as of OCTOBER 5, 1988,  
between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter called "City"),  
and M & M Electric Company

---

(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:

HOWE AVENUE/POWER INN ROAD INTERCONNECT SYSTEM AND IMPROVEMENTS (PN:SB66, SB71, SB01)

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 ONE HUNDRED EIGHTY, (130) 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 THREE HUNDRED DOLLARS  
(\$ 300.00) for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

18. PAYMENT OF DAMAGES

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

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

19. INDEMNITY AND HOLD HARMLESS

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

20. CONTRACTOR SHALL ASSUME RISKS

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

21. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall 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.


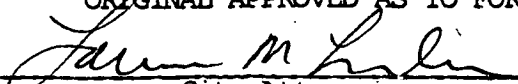
No act by City before the work is finally accepted including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract 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.

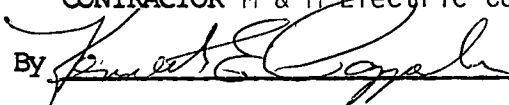
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set forth opposite their names.


DATE: SEP 30 1988

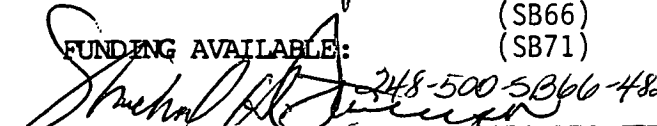
REQ'D. INS.	
PL & PD	Exp. <u>10/1/89</u> OK <u>gell</u>
Worker's Comp.	Exp. <u>1/1/90</u> OK <u>gell</u>

DATE: 10/5/88

ATTEST:  
  
 \_\_\_\_\_  
 ACTING Assistant City Clerk  
 ORIGINAL APPROVED AS TO FORM  
  
 \_\_\_\_\_  
 City Attorney

CONTRACTOR M & M Electric Company  
 By   
 \_\_\_\_\_  
 ATTORNEY IN FACT  
 Title

CITY OF SACRAMENTO,  
 a municipal corporation  
 By   
 \_\_\_\_\_  
 City Manager

FUNDING AVAILABLE:  
  
 \_\_\_\_\_  
 Accounting Officer  
 209-500-(SB01)-4820  
 (SB66)  
 (SB71)  
 248-500-5B66-4820  
 44,600  
 111,300  
 96,200  
 44,600

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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Sacramento, State of California, has awarded to  
M & M Electric

hereinafter designated as the "Principal", a contract for

HOWE AVE/POWER INN ROAD  
INTERCONNECT SYSTEM AND IMPROVEMENTS  
PN:SB66, [REDACTED],SB71,SB01

; 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

OHIO CASUALTY INSURANCE COMPANY

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

three hundred seven thousand seven hundred twenty and 75/100-----DOLLARS

(\$ 307,720.75 ), 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 SACRAMENTO

} ss.

On this ..27th.. day of ..SEPTEMBER....., in the year ....1988., before me,

.....LORI MARSALLA....., a NOTARY PUBLIC in and for said  
(Notary's Name)

State, personally appeared .....GEORGE F. KANAKARIS....., 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 THE OHIO CASUALTY INSURANCE COMPANY, and acknowledged to me that he (she) subscribed the name of THE OHIO CASUALTY INSURANCE COMPANY thereto as Surety and his (her) own name as attorney-in-fact.

.....*Lori Marsalla*.....  
Notary Public in and for said State

My Commission Expires.....



IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 27th day of SEPTEMBER, 1988 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.

M & M Electric Company

Principal

By *[Signature]*

Title ATTORNEY-IN-FACT

Surety OHIO CASUALTY INSURANCE CO.

P. O. BOX 255307  
Address

SACRAMENTO, CA. 95865  
City State Zip

By *[Signature]*

GEORGE F. KANAKARIS, ATTORNEY-IN-FACT

P. O. BOX 255203  
Address

SACRAMENTO, CA. 95865  
City State Zip

APPROVED AS TO FORM:

*[Signature]*  
City Attorney

JURAT HERE, PLEASE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Sacramento, a municipal corporation, has awarded to  
M & M Electric Company

hereinafter designated as the "Principal", a contract for

HOWE AVE/POWER INN ROAD  
INTERCONNECT SYSTEMS AND IMPROVEMENTS  
PN:SB66, [REDACTED], SB71, SB01

; 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 three hundred seven thousand seven

hundred twenty and 75/100----- DOLLARS (\$307,720.75 ), 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  
COUNTY OF SACRAMENTO

} ss.

On this ..27th.. day of ..SEPTEMBER....., in the year ...1988., before me,

.....LORI MARSALIA....., a NOTARY PUBLIC in and for said  
(Notary's Name)

State, personally appeared .....GEORGE F. KANAKARIS....., 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 THE OHIO CASUALTY INSURANCE COMPANY, and acknowledged to me that he (she) subscribed the name of THE OHIO CASUALTY INSURANCE COMPANY thereto as Surety and his (her) own name as attorney-in-fact.

.....*Lori Marsalla*.....  
Notary Public in and for said State

My Commission Expires.....



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 27th day of SEPTEMBER, 1988, 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.

M & M Electric Company

Principal \_\_\_\_\_  
By [Signature] \_\_\_\_\_  
Title ATTORNEY-IN-FACT

Surety OHIO CASUALTY INSURANCE CO.

P. O. BOX 255307  
Address

SACRAMENTO, CA. 95865  
City State Zip

By [Signature]  
GEORGE F. KANAKARIS, ATTORNEY-IN-FACT  
P. O. BOX 255203  
Address

SACRAMENTO, CA. 95865  
City State Zip

APPROVED AS TO FORM:

[Signature]  
City Attorney

JURAT HERE, PLEASE

**CERTIFIED COPY OF POWER OF ATTORNEY**  
**THE OHIO CASUALTY INSURANCE COMPANY**

HOME OFFICE, HAMILTON, OHIO

No. 19-993

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

George F. Kanakaris or Laura J. Belcher - - - - - of Sacramento, California - - -  
its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance  
FOUR MILLION - - - - - (\$ 4,000,000.00 - ) Dollars,  
excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.



In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 26th day of August, 1983.

*Richard T. Hoffman*  
Asst. Secretary

STATE OF OHIO, }  
COUNTY OF BUTLER } SS.

On this 26th day of August A. D. 19 83 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

*Dorothy Bibee*  
Notary Public in and for County of Butler, State of Ohio  
My Commission expires December 24, 1986.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 27th day of SEPT. A.D. 1988



*Richard T. Hoffman*  
Assistant Secretary

## 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.

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.)

1777.6. 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 2220 Watt Avenue, Suite B-5, Sacramento, 95825, Telephone No. (916) 489-3685.

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 p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- 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 complied 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 of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Program. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### GSAP REPORTING REQUIREMENTS

- (1) All contract and subcontracts (over \$10,000) are subject to the reporting requirements.
- (2) Contractors must submit a CC 257 (Monthly Employee Utilization Report) to the GSAP at 2220 Watt Avenue, Suite B-5, Sacramento, California 95825.
- (3) If the Contractor is already required to submit CC 257 there is no need to submit an additional form.
- (4) This report must arrive at the GSAP no later than the 5th working day of each month.
- (5) Failure to report is automatic cause to find the Contractor in noncompliance.
- (6) Each report is monitored by GSAP and measured against the specified goals for minorities and women.



**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. EMPLOYERS I.D. NO.

MINORITY:

FROM:

FEMALE:

TO:

NAME AND LOCATION OF CONTRACTOR

FEDERAL  
FUNDING  
AGENCY

5. CONSTRUCTION TRADE	Classifications	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)												9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES		
		6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE	M	F	M	F	
		M	F	M	F	M	F	M	F	M	F							
	Journey worker																	
	APPRENTICE																	
	TRAINEE																	
	SUB-TOTAL																	
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	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 (CC-257)

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

- Compliance Agency .....U.S. Government agency assigned responsibility for equal 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 60-4.2.
2. Employer's Identification Number .....Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority & Female) .....See contract Notification.
4. Reporting Period .....Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
5. Construction Trade .....Only those construction crafts which contractor employs in the covered area.
6. Work-Hours of Employment (a-e) .....a. The total number of male hours and the total number of female hours worked by employees in each classification.
- .....b-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
- Classification .....The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee)
7. Minority Percentage .....The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage .....For each trade the number reported in 6a. F divided by the sum of the numbers reported in 6a. M and F.
9. Total Number of Employees .....Total number of male and total number of female employees 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**

**SPECIAL PROVISIONS FOR  
HOWE AVE/POWER INN ROAD  
INTERCONNECT SYSTEM AND IMPROVEMENTS  
PN:SB66, [REDACTED], SB71, SB01**

**I. GENERAL REQUIREMENTS**

**A. Scope of Work**

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

- Location 1, Fair Oaks Blvd and Cadillac Drive
- Location 2, Howe Ave and Fair Oaks Blvd
- Location 3, Howe Ave and University Ave
- Location 4, Howe Ave and American River Drive
- Location 5, Howe Ave and Swarthmore Drive
- Location 6, Howe Ave and La Riviera Drive
- Location 7, Howe Ave and College Town Drive
- Location 8, Howe Ave and U.S. 50 Off Ramp
- Location 9, Howe Ave and Folsom Blvd
- Location 10, Folsom Blvd and E. Bicentennial Circle
- Location 11, Power Inn Road and 14th Ave
- Location 12, Fruitridge Road and Wallace/Lowell
- Location 13, Power Inn Road and Fruitridge Road
- Location 14, Lemon Hill and Power Inn Road

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

Work at three locations shall include the installation of handicapped ramps and improvements. The civil work shall include the installation of sidewalk, curb and gutter, and handicapped ramps at the following locations:

- Location 4, Howe Ave and American River Drive
- Location 12, Fruitridge Road and Wallace/Lowell
- Location 14, Lemon Hill and Power Inn Road

The handicapped ramps shall be constructed according to the details and at the locations as shown on the Plans and as described herein.

B. Completion Time

The time limit for the completion of all work is ONE HUNDRED AND EIGHTY (180) calendar days from Notice to Proceed, and should said work not be completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of THREE HUNDRED DOLLARS (\$300) 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.

C. Equipment List and Drawings

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

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

D. State Standard Specifications and Plans

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

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

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

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

E. Equipment to be Supplied

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

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

All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the traffic signal and street lighting systems shall be

furnished and installed as though such parts were shown on the Plans or specified herein.

#### F. Review of Contractor's Information

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

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

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

#### G. Manufacturer's Direction

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

#### H. Storage of Materials and Equipment

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

## I. Scheduling of Electrical Work

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

The following shall apply at all LOCATIONS:

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

The new handicapped ramps shall be installed after the removal or modification of the existing traffic signal system and after the installation of the new traffic signal system at the following locations:

Location 4, Howe Ave and American River Drive  
Location 12, Fruitridge Road and Wallace/Lowell

## J. Maintenance of Traffic and Public Safety

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

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

The Contractor can reduce the existing lanes by one in each direction during the working hours of 9:00 A.M. and 3:00 P.M. with one or more flagmen as deemed necessary by the Engineer for safe traffic flow. If the existing left turn is closed for work, the adjacent thru lane shall be converted to a temporary left turn lane. At night and during other periods when work is not in progress, the entire roadway shall be kept open for traffic. Steel plates or other approved methods shall be used to cover all open excavations in roadways during non-working hours. These conditions apply at the following locations:

Location 1, Fair Oaks Blvd and Cadillac Drive  
Location 2, Howe Ave and Fair Oaks Blvd  
Location 3, Howe Ave and University Ave



Location 4, Howe Ave and American River Drive  
Location 5, Howe Ave and Swarthmore Drive  
Location 6, Howe Ave and La Riviera Drive  
Location 11, Power Inn Road and 14th Ave

When working in State right-of-way (Howe Ave and College Town; State Route 16 from U.S. 50 ramps thru and including the intersection of Folsom Blvd and E. Bicentennial Circle) traffic control shall conform to Caltrans "MANUAL OF TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES." At Locations 7,8, and 9, the Contractor can reduce the existing lanes on Howe Ave by one in each direction during the working hours of 9:00 A.M. and 3:00 P.M. At the U.S. 50 Ramps, traffic shall be allowed to use the ramps at all times. At Location 10, the Contractor can reduce the existing lanes on Route 16 (Folsom Blvd) by one in each direction during the working hours of 9:00 A.M. and 3:00 P.M. At night and during other periods when work is not in progress, the entire roadway shall be kept open for traffic. Steel plates or other approved methods shall be used to cover all open excavations in roadways during non-working hours. These conditions shall apply at the following locations:

Location 7, Howe Ave and College Town Drive  
Location 8, Howe Ave and U.S. 50 Off Ramp  
Location 9, Howe Ave and Folsom Blvd  
Location 10, Folsom Blvd and E. Bicentennial Circle

The Contractor can reduce the existing lanes by one in each direction during the working hours of 9:00 A.M. and 3:30 P.M. with one or more flagmen as deemed necessary by the Engineer for safe traffic flow. If the existing left turn is closed for work, the adjacent thru lane shall be converted to a temporary left turn lane. At night and during other periods when work is not in progress, the entire roadway shall be kept open for traffic. Steel plates or other approved methods shall be used to cover all open excavations in roadways during non-working hours. These conditions apply at the following locations:

Location 12, Fruitridge Road and Wallace/Lowell  
Location 13, Power Inn Road and Fruitridge Road  
Location 14, Lemon Hill and Power Inn Road

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

State of California, Public Utilities Commission regulations are to be in effect at railroad grade crossings. Railroad operating requirements are not to be impaired by contract operations. The Contractor shall contact the railroad prior to construction.

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

#### L. Maintaining Existing Electrical Facilities

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

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

The modification of existing traffic signal intersections at Location 4 and Location 12 will require the temporary shutdown of the traffic signals. The Contractor shall take all steps necessary to keep traffic signal intersection downtime to a minimum. The work shall be scheduled so that the downtime at this intersection shall be four (4) hours maximum and shall occur during the hours of 8:30 A.M. and 2:30 P.M. The Contractor shall notify the Engineer five (5) working days prior to a traffic signal intersection shutdown. The City will provide, at no cost to the Contractor, personnel required for traffic control during intersection shutdown to change over from the existing traffic signal system to the new system.

#### M. Protection of Existing Improvements

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

All painted or other disfiguring markings on the pavement, sidewalk or gutters shall be removed by the Contractor before acceptance of the work. The Contractor shall be liable for costs or repairing damage to existing improvements.

#### N. Sacramento Regional Transit Utility Permit

A portion of the interconnect work includes the installation of a conduit under the railroad tracks south of the intersection of Power Inn Road and Folsom Blvd. The City has obtained a permit for this work from Regional Transit. The Contractor shall conform to all applicable provisions of Regional Transit Utility Permit which is attached in Appendix A of these Special Provisions and shall be made part of these Special Provisions. The Contractor shall note Regional Transit's special insurance requirements in Section 40 of the encroachment permit. Southern Pacific Railroad Company shall be additionally insured for this work. The insurance requirements for Southern Pacific Railroad Company shall be the same as those listed in Section 40 of the encroachment permit.

#### O. CALTRANS Encroachment Permit

A portion of the work is within State Highway right-of-way. The City has obtained an encroachment permit for this work from CALTRANS. The contractor shall conform to all applicable provisions of the encroachment permit. A copy of this permit may be reviewed at the City of Sacramento Engineering Division by first calling (916) 449 5986. The Contractor shall also obtain an encroachment permit from CALTRANS, District 3, Permit Engineer (W. Smith, 703 "B" Street, Marysville, CA 95901, (916) 741-4401) prior to beginning work within State right-of-way.

## II. ITEMS OF THE PROPOSAL

### Item No. 1 - Handicapped Ramp to Construct

Handicapped ramps shall be constructed to the details and at locations shown on the plans and conform to the applicable requirements of Section 24 of the Standard Specifications.

Where Handicapped Ramp to Construct is shown on the plans, existing asphaltic pavement, curb, gutter, and sidewalk shall be removed and the material therefrom shall be disposed of away from the project in accordance with Section 13-2 of the Standard Specifications. Existing curb, gutter, and sidewalk shall be sawcut full depth prior to the beginning removal operation.

Measurement for payment shall be based upon the horizontal surface area as measured from the back of the retaining curb to the lip of the gutter pan, for the length of the handicapped ramp. Additional curb, gutter, and sidewalk replaced in this project will be paid for under the appropriate items of work.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Handicapped Ramp to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

### Item No. 2 - Remove and Reconstruct Curb and Gutter No. 13

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

Where Remove and Reconstruct Curb and Gutter No. 13 is shown on the plans, existing curb and gutter shall be removed and the material therefrom shall be disposed of away from the project in accordance with Section 13-2 of the Standard Specifications. Existing curb and gutter shall be sawcut full depth prior to beginning removal operation.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Remove and Reconstruct Curb and Gutter No. 13 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

### Item No. 3 - Remove and Reconstruct Curb and Gutter No. 4

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

Where Remove and Reconstruct Curb and Gutter No. 4 is shown on the plans, existing curb and gutter shall be removed and the material therefrom shall be disposed of away from the project in accordance with Section 13-2 of the Standard Specifications.

Existing curb and gutter shall be sawcut full depth prior to beginning removal operation.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Remove and Reconstruct Curb and Gutter No. 4 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 4 - Remove and Reconstruct 3-1/2" P.C.C. Sidewalk

Portland cement concrete sidewalk shall be reconstructed where shown on the Plans and shall conform to the applicable requirements of Section 24 of the Standard Specifications.

Where Remove and Reconstruct 3-1/2" P.C.C. Sidewalk is shown on the plans, existing concrete sidewalk shall be removed and the material therefrom shall be disposed of away from the project in accordance with Section 13-2 of the Standard Specifications. Existing sidewalk shall be sawcut full depth prior to beginning removal operation.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Remove and Reconstruct 3-1/2" P.C.C. Sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 5 - Remove and Reconstruct Pavement, 4" A.C. on 12" A.B.

Where shown on the plans, the Contractor shall remove the existing pavement section and construct pavement consisting of four inches of asphalt concrete on twelve inches of aggregate base class II.

Asphaltic concrete pavement shall conform to the surface course specifications Section 22 of the Standard Specifications. A tack coat of asphaltic emulsion shall be applied to all vertical surfaces of existing pavement, curbs, gutters and construction joints in the surfacing against which additional material is to be placed, to a pavement to be surfaced, and to other surfaces designated by the Engineer. The tack coat shall be applied at a rate of 0.02 to 0.10 gallons per square yard (exact rate to be determined by the Engineer). Asphaltic emulsion shall be grade SS-1, in accordance with the requirements of Section 94 of the State Specifications. Application of tack coat shall conform to Section 39-4 of the State Specifications.

Class 2 aggregate base shall conform to Paragraphs 10-7 and 17-1 of the Standard Specifications.

Where Remove and Reconstruct Pavement, 4" A.C. on 12" A.B. is shown on the plans, existing pavement shall be removed and the material therefrom shall be disposed of away from the project in accordance with Section 13-2 of the Standard Specifications. Existing pavement shall be sawcut full depth prior to beginning removal operation.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Remove and Reconstruct Pavement, 4" A.C. on 12" A.B. as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 6 - Install Howe/Power Inn Interconnect System

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and material to modify the traffic signal and street lighting conduit systems to interconnect all the traffic signal intersections from Location 1 thru to Location 11, except for the work required to interconnect Location 10. Included in the work shall be the furnishing, modifying and installing of conduits, new pullboxes, interconnect cable, interconnect pedestal, detector loop cable, four detector loops (for system detection), lighting conductors, signal conductors, and all appurtenances as shown on the Plans and called for in these Special Provisions.

Item No. 7 - Modify Traffic Signals, Howe Ave and Fair Oaks Blvd

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

Item No. 8 - Modify Traffic Signals, Howe Ave and University

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

Item No. 9 - Modify Traffic Signals, Howe Ave and American River Dr.

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

Item No. 10 - Modify Traffic Signals, Howe Ave and Swarthmore Dr.

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

Item No. 11 - Modify Traffic Signals, Howe Ave and College Town Dr.

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

Item No. 12 - Modify Traffic Signals, Howe Ave and U.S. 50 Off Ramp

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

Item No. 13 - Install Traffic Signals, Folsom Blvd and E. Bicentennial Circle

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

This item shall also include all work required to interconnect this location (Location 10) with Location 9. Included in the work shall be the furnishing, modifying and installing of conduits, new pullboxes, interconnect cable, detector loop cable, conductors, mast arm luminaires, and all appurtenances as shown on the Plans and called for in these Special Provisions.

Item No. 14 - Modify Traffic Signals, Power Inn Road and 14th Ave

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

Item No. 15 - Install Interconnect System, Fruitridge Road

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and material to modify the traffic signal and street lighting conduit systems to interconnect two traffic signal intersections, Location 12 and Location 13. Included in the work shall be the furnishing, modifying and installing of conduits, new pullboxes, interconnect cable, conductors, and all appurtenances as shown on the Plans and called for in these Special Provisions.

Item No. 16 - Modify Traffic Signals, Fruitridge Road and Wallace/Lowell

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

Item No. 17 - Install Traffic Signals, Lemon Hill Ave and Power Inn Road

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

Excavation and Backfilling

Excavation and Backfilling shall be in accordance with Section 34-7 of the Standard Specifications and these Special Provisions.

Foundations

Foundations shall be in conformance with Section 34-8 of the Standard Specifications, except that the top cap of the standard base must conform to the finish grade or existing grade.

Conduits

All new conduit to be installed shall be Schedule 40 PVC unless otherwise specified, except for locations where new conduit is to be spliced to existing conduit. New conduit to be spliced to existing shall be of the same size and type as the existing. Schedule 40 PVC conduit shall conform to the following specifications.

Polyvinyl chloride conduit shall be ninety degrees (90°) C rated and listed by the Underwriters Laboratories. Conduit shall be fabricated from polyvinyl chloride and shall conform to NEMA Standards. It shall be in conformance with Article 347 of the National Electrical Code. Conduit, fittings and cement shall be produced by the same manufacturer, who shall have at least five (5) years experience manufacturing the product. Material shall have a minimum tensile strength of 7,000 psi at 73.4° F. flexural strength of at least 11,000 psi and a minimum compressive strength of 8,600 psi. All joints shall be solvent welded in accordance with the manufacturer's recommendations.

Rigid hot dipped galvanized conduit shall conform to all requirements of Section 34-10 of the Standard Specifications.

Installation of conduit shall be in accordance with Section 34-10 of the Standard Specifications except the bending of PVC conduit shall be by a hot box bender, and in lieu of jacking or boring PVC conduit shall be installed by the drill rod method in

which a drill rod is first installed and the PVC is pulled into the cavity made by the drilling rod as the rod is removed.

All pull boxes shall be located behind curb in the sidewalk unless otherwise noted on the plans. The electrical conduits shall be installed under the back half of new sidewalk, before the rock is installed (if required at that location). All PVC conduit ends shall be sealed in an approved manner until the wire installation is started. Unless otherwise specified, all PVC conduit shall contain one #10 green ground conductor.

Conduit runs shown on the Plans to be located in the street, under street pavement, may be installed in the street within three feet (3') of and parallel to the curb, by trenching as provided below. Installation of conduits at street crossings may also be installed according to the said trenching method. All pull boxes shall be located behind curb in the sidewalk unless otherwise noted on the Plans.

Upon completion of all contract work, the trenches cut through existing pavement will be inspected and, if found necessary by the Engineer, they will be brought to grade with an appropriate asphaltic concrete mix. In addition to bringing the trenches to grade, the Engineer may require a twelve inch (12") wide fog seal centered over the trench pavement or between the trench pavement and the existing street pavement.

At locations where conduit is not installed by the "Trenching Installation of Conduit in Paved Streets" method, installation of conduit shall be in accordance with Section 34-10 of the Standard Specifications except PVC conduit shall be installed by the drill rod method.

Five inch (5") conduit nipples shall be attached by use of a coupling to any conduit run which terminates inside any signal standard. Top of nipple shall be two inches (2") above the finished grade of the signal standard foundation.

#### Trenching Installation of Conduit in Paved Streets

Conduit shall be placed under existing pavement in a trench approximately two inches (2") wider than the outside diameter of the conduit to be installed. Trench shall not exceed six inches (6") in width. Conduit depth shall not exceed twelve inches (12") or conduit trade diameter plus ten inches (10"), whichever is greater, except that at pull boxes the trench may be hand dug to a required depth. The top of the installed conduit shall be a minimum of nine inches (9") below finish grade.

The outline of all areas of pavement to be removed shall be cut to a minimum depth of three inches (3") with an abrasive type saw or with a rock cutting excavator specifically designed for this purpose. Cuts shall be neat and true with no shatter outside the removal area.

The trenching machine shall be shielded to prevent loose material from being thrown away from the machine.

Loose material deposited on the pavement behind the cutting machine shall be removed from the pavement immediately and the pavement cleared to allow the passage of traffic. Only those traffic lanes occupied by the cutting machine and the cleanup operation shall be closed and they shall be opened as soon as the work has moved sufficiently to clear them.



The conduit shall be placed in the bottom of the trench and the trench shall be backfilled with commercial quality concrete containing not less than 564 pounds of cement per cubic yard to not less than 0.10 foot below the pavement surface. The concrete shall be tamped or vibrated to provide a dense material free from excessive voids and rock pockets.

The top 0.10 foot shall be backfilled with asphalt concrete produced from commercial quality paving asphalt and aggregates.

Spreading and compacting of asphalt concrete shall be performed by any method which will produce an asphalt concrete surfacing of uniform smoothness, texture, and density.

Excavation, installation of conduit and concrete backfill shall be completed within the same working day. Asphalt concrete backfill shall be completed within 24 hours after excavation of trench.

#### Pull Boxes

Pull Boxes shall be in accordance with Section 34-14 of the Standard Specifications, except that the 12" of crushed rock placed below the pull box for drainage shall be placed before the installation of the conductors.

#### Conductors

Conductors shall be in accordance with Section 34-11 of the Standard Specifications, except insulation of Type THW or Type THWN conforming to appropriate articles of the 1978 National Electrical Code are also approved.

#### Interconnect Cable

Interconnect cable shall conform to Rural Electrical Association Specifications: PE-22 for polyethylene insulated and jacketed telephone cable. The cable shall consist of 6 twisted pairs of No. 19 stranded copper conductors with an overall metal shield. Prior to ordering the cable, Contractor shall furnish the Engineer a certified report of the tests made on the cable and catalog cut sheets to show compliance with the above mentioned specification.

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

- A. Cable Installation - Cable shall be installed in conduit between termination points. Termination points are identified as controller cabinets. A minimum of five feet (5') of slack cable shall be left coiled in each pull box and at each termination point. The ends of all cables shall be taped and made waterproof by dipping in an approved sealer prior to being installed in conduit and prior to being left overnight.

Splicing will be allowed at not less than five hundred foot (500') intervals and only at pull boxes. Conductors shall be soldered before applying splice insulation.

- B. Cable Testing After Installation - The interconnect cable shall be installed and ready for cable testing (as specified below 20 working days prior to anticipated use of said cable). Each insulated conductor in each length of completed cable, with all other insulated conductors grounded and shield grounded, shall have an insulation resistance of not less than:

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

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

The d.c. resistance of each pair shall be measured by connecting each pair together at one end of the cable and loop resistance measured at the other end. The maximum resistance shall not be greater than:

Cable Lengths	500 Ft.	1000 Ft.	1500 Ft.	2000 Ft.
Ohms	20	40	60	80

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

### Wiring

Wiring shall be in accordance with Section 34-12 of the Standard Specifications.

### Bonding and Grounding

Bonding and Grounding shall be in accordance with Section 34-13 of the Standard Specifications, except for the following:

1. The bonding and grounding jumpers shall be copper wire or copper strap of the same cross sectional area as No. 8 AWG.
2. In conduit systems where rigid steel conduit and PVC conduit are mixed:

The rigid steel conduit shall have an approved grounding bushing installed on the conduit end(s) in the pullbox.

The green No. 10 grounding conductor(s) in the PVC conduit shall be attached to the respective grounding bushing(s) in the pullbox unless otherwise shown on the Plans.

3. The ground conductor for Location 10, Folsom Blvd. and E. Bicentennial Circle, shall be No. 8 AWG per CALTRANS requirements.

#### Electric Services, Location 10

The electrical service for the traffic signal and street lighting systems will be from SMUD facilities as shown on the Plans. Service voltage will be 120/240 volts 3 wire.

ONE (1) new service pedestal shall be supplied and installed as shown on the Plans for Location 10.

The service pedestal shall be a Type III-AF service enclosure and shall conform to all requirements of the State Standard Plans and Specifications.

#### Electric Services, Location 12 and Location 14

The electrical services for the traffic signal and street lighting systems will be from SMUD facilities as shown on the Plans. Service voltage will be 120/240 volts 3 wire.

TWO (2) new service pedestals shall be supplied and installed as shown on the Plans for Locations 12 and 14.

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

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

Each service pedestal shall be fabricated from 12 gauge Type 304 stainless steel, except that the mounting brackets shall be 10 gauge Type 304 stainless steel. The enclosure shall be rain tight and dust tight. All welds shall be of highest quality and ground smooth and finished so that grind marks are not visible.

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

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

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

Service enclosures shall be factory wired and conform to NEMA Standards. All control wiring shall be stranded copper, No. 14 AWG rated for 600 Volts. Wiring shall be arranged so that any piece of equipment can be removed without disconnecting any wiring other than the leads to the equipment being removed. All

wiring shall be marked with permanent clip sleeve wire markers. Felt, pencil, or stick back markers will not be acceptable. A copy of the wiring diagram for the service pedestal shall be enclosed in plastic and mounted on the inside of the service section.

Mounted in each service pedestal shall be the following equipment:

1. One three (3) pole 240 volt alternating current main breaker with 100 ampere trip and an asymmetrical interrupting rating of 10,000 amperes at 240 volt. Each pole of the main breaker shall be provided with an individual "ON-OFF" control handle. Handle shall have handle ties for common trip. Breaker shall be Westinghouse Quicklag C, or approved equal.
2. One single pole 120 volt 15 ampere trip 10,000 ampere asymmetrical interrupting capacity circuit breaker for control circuit. Westinghouse Quicklag C, or approved equal.
3. Two single pole 120 volt alternating current branch circuit breakers for traffic signals each with 60 ampere trip and an asymmetrical interrupting rating of 10,000 amperes at 240 volt. Breakers shall be Westinghouse Quicklag C or approved equal.
4. Eight single pole 120 volt alternating current branch circuit breakers for street lighting each with 40 ampere trip and an asymmetrical interrupting rating of 10,000 amperes at 240 volt. Breakers shall be Westinghouse Quicklag C or approved equal.
5. Two four (4) pole 30 ampere mechanically held full rated lighting contactors with coil clearing contact. Coil voltage shall be 120 volt 60 cycle. Contactors shall be as manufactured by Westinghouse Corporation, or approved equal.
6. Two 10 ampere double pole double throw pilot relays (Potter & Brumfield KRP11AG or approved equal) with two (2) fully wired eight (8) point industrial sockets as shown on the Standard Plans.
7. One oil tight "Hand-Off-Auto" selector switch.
8. One solid copper neutral bus.
9. Incoming terminals (landing lugs).
10. Solid neutral terminal strip.
11. Terminal strips for conductors within the cabinet.

The terminal lugs or strips shall be copper or alloyed aluminum. All terminals shall be compatible with either aluminum or copper conductors.

The service pedestal shall have provisions for the installation of up to a total of 16 single pole circuit breakers. This shall include brass links and mounting hardware. Branch circuit panel shall be bussed panel using copper bus bar of 125 ampere capacity with bolt on circuit breakers bolting to the bus bars. Loop wiring will not be accepted.

Nameplates of a reasonable size identifying the control unit therein shall be installed on the dead front panel. Nameplates shall be black laminated with a white plastic center. All nameplates shall be fastened by screws.

The entire service pedestal shall be constructed with the highest quality workmanship and shall meet all applicable codes. Complete submittal drawings on all substitutions shall be submitted to the Engineer in accordance with Section 34-4 of the Standard Specifications. If the proposed substitute is rejected or if the submittal is not made within the specified time, the specified equipment shall be furnished.

Street light "ON" and "OFF" control will be as specified on the Plans.

#### Traffic Signal Controller, Type 90 and Cabinet

The City shall provide two Type "R" cabinets and Type 90 controllers for Location 12 and Location 14. The Contractor shall install both cabinets at the locations shown on the Plans. The Contractor shall also be required to transport each controller and cabinet from the City Corporation Yard at 5730 24th Street, Sacramento, California to the job site for installation.

#### Traffic Signal Controller, Type 90 In Model 332 Cabinet

The City shall supply the new Model 332 cabinet and Type 90 controller for Location 10. The Contractor shall install the cabinet and controller at the location shown on the Plans. The Contractor shall also be required to transport the controller and cabinet from the City Corporation Yard at 5730 24th Street, Sacramento, California to the job site for installation.

#### Detector Lead-In Cable

AT LOCATIONS 10, Folsom Blvd & E. Bicentennial Circle:

The lead-in cable shall be Type B cable as described in Section 86-5.01A(4) of the State Standard Specifications (per CALTRANS requirements).

AT ALL OTHER LOCATIONS:

Detector lead-in cable shall be "Canoga" Type 30003, or approved equal. The diameter of the cable shall be approximately .25 inch.

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

Aluminum-polyester shielding shall be applied around the conductors.

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

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

- A. Splices shall be made in pull boxes only. All splices to lead in cable shall be soldered.
- B. The ends of the splice shall then be inserted into an approved insulated spring type connector of the correct size.
- C. The splice shall then be insulated by the two component, self-curing epoxy resin and envelope method. A two component, self-curing, epoxy resin shall be furnished in a double compartment, plastic envelope. The splice insulation shall be made by thoroughly mixing the two components in the envelope and, after cutting open one end of the envelope and inserting the wire connection into the epoxy resin and then taping shut the open end of the envelope.

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

- D. When detector cables and detector loops are initially installed precautions shall be taken to insure the cables and loops remain water tight prior to splicing. If splicing is not to be done immediately after installation, the ends of the conductors and cables shall be dipped in electrical insulating liquid which shall render them water tight. The insulating liquid shall be fast drying, resistant to oils, acids, alkalies and corrosive atmospheric conditions and shall be compatible with the insulations used in the conductors and cables.

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

#### Detector Conductor Loop

##### A. Loop Conductors

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

##### B. Loop Conductor Installation

Unless otherwise specified each loop shall be three (3) turns of conductors except all quadrapole detector loops shall be two (2) independent loops sharing the same center saw cut (for a total of four conductors) with two (2) turns of loop conductor for each independent detector loop. Unless otherwise specified, each new detector loop shall

be centered in the street lane.

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

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

Loop conductors shall be installed without splices and shall terminate in the nearest pull box. The loops shall be joined in the pull box in combination of series and parallel so that optimum sensitivity is obtained at the sensor unit. Final splices between loops and lead in cable shall not be made until the operation of the loops under actual traffic conditions is approved by the Engineer.

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

1. Order of Loop Installation

The detector loops shall be installed after pavement key cutting and prior to installation of the new asphaltic concrete surfacing.

2. Depth of Loops and Conductors in the Traveled Way

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

3. Inductive Loop Sealant

The following methods may be used for inductive loop sealant:

a. Asphaltic Emulsion and Sand Method

- 1) Immediately after the loop wires have been installed, the slot shall be filled with an anionic asphaltic emulsion conforming to the State Standard Specifications for Rapid Setting No. 1 (RSI).
- 2) Dry 20 mesh sandblasting sand shall then be poured in and around the slot. A suitable and approved tool shall then be used to work the asphaltic emulsion up through the dry sand.

- 3) The slot will then be inspected for any dry spots in the sandfill. Any dry sand spots will then be wetted with more asphaltic emulsion.
- 4) More dry sandblasting sand shall then be added to the slot and the asphalt emulsion will again be worked up through the sand until a uniform mix of asphaltic emulsion and sand with no voids completely fills the slot to the level of the surrounding road surface.
- 5) A final thin layer of sand will then be added to surrounding surface to absorb the excess asphaltic emulsion.
- 6) The traveled way may be opened to vehicular traffic immediately after installation of the asphaltic emulsion and sand loop sealant.

b. Sackrit Method

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

Asphaltic concrete sealant shall be a mixture of sand and liquid asphalt as shown:

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

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

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

Traffic Signals and Fittings

- A. Vehicle Signals - Each mast arm mounted signal head shall be all 12" diameter sections. Each turn signal indication shall be all 12" diameter arrow sections.



Vehicle signal housings shall be either die cast or permanent mold cast aluminum conforming to ANSI Standard D-10.1.

Metal backplates shall be provided for all vehicle signal heads furnished. All traffic signal lamps shall be accessible from the front of the traffic signal head and shall be directly accessible for removal and replacement by the opening of the hinged front lens section and hood.

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

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

- C. Signal Lamps - Signal lamps shall conform to the following:

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

- D. Mounting Hardware - All slipfitters and terminal compartments shall be cast bronze. Clam shell mounting assemblies shall not be used.
- E. Pedestrian Pushbuttons - The pedestrian pushbuttons shall conform to Section 86 - 5.02 "Pedestrian Pushbuttons" of the State Specifications and these Special Provisions.

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

- F. Traffic Signal and Lighting Standards - Traffic signal and lighting standards shall be of the type called for on the Plans. The length of traffic signal mast arms shall be as called for on the Plans. The length of luminaire mast arms shall be as called for on the Plans. All standards to be furnished shall be galvanized.

#### Mast Arm Mounted Luminaires

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

Mast arm mounted high pressure sodium luminaires to be furnished and installed shall be of the integral ballast type equipped with regulator type ballast having a 10% +

regulation. Luminaires shall be 200W high pressure sodium vapor lamps unless otherwise specified.

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

Luminaires for all locations shall be medium semi-cutoff with tempered glass refractors.

The overall length of the luminaire shall be 34" minimum. The overall width of the luminaire shall be 14" minimum. The overall depth of the luminaire shall be 13-3/4".

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

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

#### Post Top Luminaires

Luminaires to be furnished and installed shall be 100 watt high pressure sodium post top luminaires with either grey or aluminum color of silicone acrylic resin or baked enamel paint to match galvanized steel poles. Each luminaire shall consist of a reinforced heavy gauge spun aluminum canopy, die cast aluminum ballast housing with porcelain socket, prismatic diffused acrylic refractor with top refractor gaskets and shall be suitable for mounting on a 3" to 3 1/4" outside diameter pole. Pole mounting shall be by two bolt self leveling slipfitter or three set screws. If set screws are used, an approved aluminum mounting kit for installation between the luminaire and pole shall be provided. All external hardware shall be of stainless steel or other corrosion resistant metal.

Post Top Luminaires shall conform to the following:

1. Luminaire canopy shall be 28" in diameter minimum and shall be reinforced to provide no flexing of the canopy. Reinforcement shall be by means of a flat metal disc which shall be an integral part of the canopy. The top seal of the luminaire housing shall be mounted on the reinforcing flat metal disc.
2. Seals shall be neoprene or approved equal, and shall be 1/2" wide minimum and 1/2" thick minimum.
3. Refractor type supplied shall be as shown on the Plan and shall be suitable for use with clear high pressure sodium lamp.

4. The canopy shall be held by means of a threaded ring and hold down nut assembly. Canopy hold down mechanism using thumb screws and washers are not acceptable.
5. Unless a photo cell receptacle is specified there shall be no photo cell receptacle hole in the luminaire assembly.

The luminaire refractor shall be available in Illumination Engineering Society Type II, Type II-4 Way, Type III and Type V light patterns when operated with a clear high pressure sodium lamp. An integral glare shield shall be available as an option. All refractors shall be of the diffuse type to provide optimum uniform illumination levels from each luminaire.

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

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

#### Ballasts

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

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

Regulation - Furnish ballast electrical data and lamp operating volt-watt graph for nominal  $\pm 10\%$  and  $-10\%$  of rated line voltage for the rated life of the lamp to verify ballast performance and compliance with lamp specifications.

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

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

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

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

ballast shall be capable of operation with an open or short circuit condition for extended periods of up to six (6) months without significant loss of ballast life, based average life of 100,000 hours.

#### High Pressure Sodium Vapor Lamps

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

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

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

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

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

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

#### Painting

Where called for on the Plans, existing equipment to be repainted shall be painted in accordance with CALTRANS Standard Specifications, Section 86-2.16 "Painting" except that all existing painted Traffic signal and lighting standards shall be painted with two (2) applications of Aluminum Paint, Finish Coat as specified in Section 91-2.08 of CALTRANS Standard Specifications.

#### Lighting Standards

The locations of light standards shown on the Plans are approximate only. The exact location will be determined by the Engineer in the field prior to installation. Each

standard shall be anchored to the foundation by galvanized steel anchor bolts, nuts, leveling nuts and washers in accordance with the Plans and standards shall be installed in a true vertical position.

Lighting standards shall be round tapered steel pole fabricated from cold rolled steel with dimensions and construction detail as shown on the Plans. Wall thickness of the lighting standards shall be NO. 11 or heavier, U.S. standard gage if steel having a minimum yield strength of 48,000 pounds per square inch is used. If standards are fabricated from steel having a minimum yield strength of 33,000 pounds per square inch the wall thickness of the standards shall be No. 10 gage minimum. The standards shall be hot dipped galvanized after fabrication.

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

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

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

#### Field Test

Field Test shall be in accordance with Section 34-16 of the Standard Specifications.

#### Inspection

Inspection shall be in accordance with Section 34-17 of the Standard Specifications.

#### Traffic Signal Controller and Intersection Turn On

Prior to the initial traffic signal intersection turn on at LOCATION 4, LOCATION 10, LOCATION 12, or LOCATION 14, the Contractor shall perform the following functional tests in the presence of the Engineer:

1. All vehicular and pedestrian indications shall individually be turned on momentarily and proper operation and phasing shall be checked.
2. The controller shall be turned on with the vehicle and pedestrian indications turned off, all pedestrian pushbuttons and inductive loop detectors shall be checked for proper operation and phasing.
3. All vehicular and pedestrian signal heads shall be properly adjusted and covered.

If any system component or circuit does not operate properly, it shall be repaired and retested prior to traffic signal intersection turn on.

After the successful completion of all tests, the Contractor shall request through the Engineer, a time and date for turn on.

FOR LOCATIONS 4, 10, 12, & 14:

Traffic signal intersection turn on may occur only between the hours of 9:00 A.M. and 3:00 P.M. on Tuesday, Wednesday or Thursday on a week with no scheduled holidays. The Contractor shall give the Engineer at least five (5) working days notice prior to the traffic signal intersection turn on. The intersection turn on date shall be at the discretion of the Engineer.

At all locations, the Contractor shall provide sufficient personnel and equipment for the timely completion of the traffic signal intersection turn on(s). If in the opinion of the Engineer the Contractor has not provided sufficient personnel and equipment, the Engineer, at his discretion, may postpone the traffic signal turn on until such time as sufficient personnel and equipment are provided.

Salvage

Shall be in accordance with Section 34-4 of the Standard Specifications.

The Contractor shall remove all signal heads, mounting brackets, luminaires, mast arms and appurtenances from all salvaged traffic signal and street lighting standards prior to delivery to the City Corporation Yard at 5730 24th Street, Sacramento, California. The Contractor shall also be required to provide for the safe transfer with no damage of all salvaged equipment to the City Corporation Yard.

Payment

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

- Item No. 6 - Install Howe/Power Inn Interconnect System
- Item No. 7 - Modify Traffic Signals, Howe Ave and Fair Oaks Blvd
- Item No. 8 - Modify Traffic Signals, Howe Ave and University
- Item No. 9 - Modify Traffic Signals, Howe Ave and American River Dr.
- Item No. 10 - Modify Traffic Signals, Howe Ave and Swarthmore Dr.
- Item No. 11 - Modify Traffic Signals, Howe Ave and College Town Dr.
- Item No. 12 - Modify Traffic Signals, Howe Ave and U.S. 50 Off Ramp
- Item No. 13 - Install Traffic Signals, Folsom Blvd and E. Bicentennial Circle
- Item No. 14 - Modify Traffic Signals, Power Inn Road and 14th Ave
- Item No. 15 - Install Interconnect System, Fruitridge Road
- Item No. 16 - Modify Traffic Signals, Fruitridge Road and Wallace/Lowell
- Item No. 17 - Install Traffic Signals, Lemon Hill Ave and Power Inn Road

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

**APPENDIX A**



UTILITY PERMIT  
SACRAMENTO REGIONAL TRANSIT DISTRICT

Utility Permit No. Assigned: UP-11

1. Subject to RT's Terms and Conditions relating to utility permits, attached hereto and made a part hereof, as in effect on the date of application, which by this reference is made a part hereof, and conformance to recognized standards of utility construction and all applicable laws, permission is hereby given to:

City of Sacramento to perform the following work at the specified locations: Place underground traffic signal interconnect cable beneath LRT tracks at Power Inn Road as shown on the attached drawing.

2. This permit has been issued pursuant to your application dated April 15, 1988.
3. This permit applies only to the work specifically authorized above.
4. Inspection required by RT - Continuous                      Part-time                     . Request for inspection will be made to Don Dali: 648-8422.
5. This permit shall be void unless the work hereinabove provided for shall have been completed on or before December 31, 1988, unless extension of time is permitted by separate rider.
6. Inspection and administration costs incurred by RT as a result of this permit shall be reimbursed upon completion of said work.
7. This Permit is revocable upon 30 days written notice by RT and subject to modification by RT at any time.
8. Separate rider for specific work conditions attached [ ]. Separate rider for time extensions attached [ ].

UTILITY REGIONAL TRANSIT  
BY Mehin A. Johnson (Title) Director of Public Works BY Jeffrey L. Ovalle Acting AGM-TSD Date 5/2/88  
BY John T. Ketelsen JOHN T. KETELSEN, Interim General Manager

DOCS:UTPERMIT (One original each to Utility and to Regional Transit.)





SACRAMENTO REGIONAL TRANSIT DISTRICT

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GENERAL TERMS AND CONDITIONS

RELATING TO UTILITY PERMITS

FOR TRANSVERSE ENCROACHMENTS ONLY

All utility permits issued by Sacramento Regional Transit District to privately and publicly owned utilities relating to poles, wires, cables and other overhead structures, pipes, conduits, manholes and other miscellaneous underground facilities, railroad crossings, storm drains, flood control and minor work are subject to the General Terms and Conditions contained herein as well as the specific conditions set forth on the face of the permit.

SACRAMENTO REGIONAL TRANSIT DISTRICT

TERMS AND CONDITIONS RELATED TO UTILITY PERMITS

FOR TRANSVERSE ENCROACHMENTS ONLY

1. DEFINITION:

Each Utility Permit (hereinafter referred to as "Permit") is issued by the General Manager of Sacramento Regional Transit District (hereinafter referred to as "RT").

Applicant (hereinafter referred to as "Permittee") understands and agrees that, except as otherwise provided, all Permits issued by RT only for transverse encroachments and are subject to the terms and conditions contained herein.

2. REVOCABILITY AND MODIFICATION:

This permit does not constitute a lease, deed or grant of an easement, or of a fee interest by RT. It is not transferable or assignable.

Any Permits issued hereunder are revocable upon thirty (30) days written notice by RT, and the terms and conditions thereof shall be subject to modification by RT at any time.

3. USE OF, AND NEW WORK PERFORMED ON, PERMIT:

The use authorized by this permit is limited solely to the purposes set forth herein, and, except as expressly herein provided, construction, excavation or installation of structures is not authorized.

No new work can be initiated by a Permittee based upon a prior Permit unless that Permit specifically sets forth the nature and method of such future work at the time of the original approved installation.

If occupation of RT right-of-way is under previous agreement or easement with RT, new installations and work must be applied for to provide RT with notice and record of new work, and for inspection and approval by RT relating to construction and safety procedures. All prior rights shall be fully protected in such cases.

4. ACCEPTANCE OF PROVISIONS:

It is understood and agreed by Permittee that doing any work under a Permit shall constitute an acceptance of the terms and conditions contained herein except as otherwise specifically provided in each Permit.

5. NO PRECEDENT ESTABLISHED:

It is understood and agreed by Permittee that approval of a particular action under a Right of Entry or Permit shall not establish a precedent for similar future requests by Permittee.

6. NOTICE PRIOR TO STARTING WORK:

Before starting work on which full inspection is required in the Permit, the Permittee shall notify the RT Technical Support Manager in writing three (3) days in advance of the day work is to begin. Twenty-four (24) hours' notice shall be given to the RT Technical Support Manager on Permits where partial inspection is specified.

With ongoing train operations, unauthorized access to the RT right-of-way cannot be permitted. On the day work is to begin, the Permittee shall also obtain a track warrant issued from RT Metro Control, 2700 Academy Way, Sacramento, CA. Procedures for obtaining a track warrant, latest revision, are attached to this Utility Permit material.

7. PERMIT AT SITE OR WORK:

The permit or a copy thereof shall be available at the site of the work and must be shown to any representative of RT on demand.

8. PERMITS FROM OTHER AGENCIES:

The party of parties to whom a Permit is issued shall, whenever the same is required by law, secure the written order or consent to any work under a Permit from the Public Utilities Commission of the State of California or any other public agency having jurisdiction and any Permit shall not be valid until such order or consent is obtained.

9. PROTECTION OF TRAFFIC WHEN APPLICABLE:

Adequate provisions shall be made for the protection of the traveling public when construction affects cross streets along RT right-of-way. Warning signs, lights, safety devices and other measures required for the public safety shall conform to requirements of the Vehicle Code.

10. RAIL CLEARANCE AT OR NEAR GRADE:

No construction material shall be stored, nor equipment parked, within 10 feet measured at 90° from edge of rail when track is at or near grade.

11. LIMIT OF EXCAVATION AT OR NEAR GRADE:

No excavation is to be made closer than 10 feet measured at 90° from the edge of rail except as specified in the Permit. Depth of excavation shall be subject to inspection and approval by RT's Inspection Section.

12. STANDARDS OF CONSTRUCTION:

All work performed within RT right-of-way shall conform to RT's civil and structural design criteria. (By this reference made a part hereof.)

13. APPROVAL BY RT:

All work shall be subject to inspection and approval by RT. The type of inspection will be specified in each Permit.

14. CLEAN UP OR RIGHT-OF-WAY:

Upon completion of the work the right-of-way shall be left in as presentable a condition as existed before work started.

15. MAINTENANCE:

Permittee shall at all times keep RT's lands in good and sightly condition, so far as the same may be affected by Permittee's operation hereunder.

Permittee agrees, by acceptance of a Permit, to exercise reasonable care, to properly maintain any installation placed in RT right-of-way and to exercise reasonable care in preventing damage to any portion of right-of-way or to RT's facilities as a result of work done under a Permit.

16. RESTORATION:

In every case Permittee shall be responsible for restoration to its former condition of any portion of the right-of-way or of any RT facility which has been disturbed by Permittee, except where provision to the contrary is made in a Permit. If RT at its sole option elects to make repairs, Permittee agrees by acceptance of Permit to bear the cost thereof. RT may elect to make repairs in regard to any damage situation.

17. CARE OF DRAINAGE:

If the work contemplated in any Permit interferes with established drainage, provision shall be made by Permittee to re-establish equal drainage conditions as may be directed by RT.

18. SUBMISSION OF PLANS:

For installation of all underground facilities and surface work, Permittee shall submit for approval a plan showing location and details with its application. Three sets of as-built plans shall be filed with RT upon completion and approval of work. Any substantial change from plans submitted with the application must be approved by RT prior to the commencement of work.

19. EXPENSE OF INSPECTION, PREPARATION, AND ADMINISTRATION:

On installations made under request of Permittee which require the presence of any employee of RT as inspector, the salary, traveling expense and other incidental expense of such inspection during the work shall be paid by Permittee upon presentation of bills therefor. In addition, Permittee agrees to promptly pay RT all costs involved in the preparation, administration and processing of Permit and its provisions upon presentation of bills therefor. In the event RT institutes and prevails in any action for the enforcement of any of its rights hereunder, Permittee will pay to RT such reasonable attorney's fees as may be determined by the Court, as part of the costs of such action.

20. LIABILITY FOR DAMAGES:

Permittee agrees to assume responsibility and liability for all damage, loss or injury of any kind or nature whatever to persons or property, caused by or resulting from or in connection with work done by Permittee under a Permit or which may arise out of failure on Permittee's part to perform his obligations under any Permit. In the event any claim of such liability is made against RT, or any department, officer, or employee thereof, Permittee shall defend, indemnify and hold them harmless from such claim. A Performance Bond in the amount of \$25,000 will be furnished by Permittee, to be required in the event Permittee fails to execute immediate emergency repair to damages caused by Permittee to RT right-of-way or facilities which may affect safety or continuing operation of RT service.

21. FUTURE MOVING OF INSTALLATION:

Permittee shall, on receipt of notice to do so and within such reasonable time limits as may be fixed by said notice, alter or remove at his own expense any of his improvements, plantings, or other property to such extent as may be required to avoid interference with any of RT pipe, power lines, or other structures now or hereafter to be constructed, with the maintenance thereof, or with any other operations or land use by RT. In the event Permittee fails to alter or remove any of his improvements, plantings, or other property within the time limit specified in said notice, said improvements, plantings, or other property may be removed by RT the reasonable expense of which shall be paid to RT by Permittee.

In the event of any emergency, RT may, at its sole option and without notice, alter, remove or protect, at Permittee's expense, any improvements, plantings, or other property, except utility facilities owned either by a private company or a public agency. On notice that an emergency exists, owners of utility facilities, at their own expense, must take immediate action to protect, remove or relocate such facilities as required to meet the emergency.

22. ROUTINE MAINTENANCE OF PERMITTEE'S FACILITIES:

Permittee may perform routine work maintenance on Permittee's facilities in accordance with the Terms and Conditions set forth in the Permit. It will be necessary to provide notice to RT Metro's LRT Manager prior to commencing any work within the property boundaries of RT. In emergencies, the Permittee shall notify RT telephone and then follow up by confirming letter relating to the emergency and the disposition of the emergency.

23. PIPES, CONDUITS AND MISCELLANEOUS FACILITIES:

RT's Civil and Structural Design Criteria, latest revision, sets forth specifications for installation and maintenance of all underground facilities within RT Right-of-Way. In addition to RT criteria, all installation and maintenance procedures by Permittee shall be in accordance with the applicable orders of the Public Utilities Commission of the State of California. When abandonment of facilities is contemplated, Permittee shall notify RT.

24. POLES, WIRES, CABLES AND OVERHEAD STRUCTURES:

Poles shall be located as specifically directed in the Permit. In addition to RT's Civil and Structural Design Criteria, latest revision, all clearances and types of construction shall be in accordance with the applicable orders of the Public Utilities Commission of the State of California. Whenever it is necessary to secure permission from abutting property owners, such authority must be secured by Permittee prior to commencing work. Where removal of old poles, guys and stubs is necessary, the entire length of the abandoned pole, guy or stub shall be removed from the ground and the hole backfilled tamped to 95% compaction.

25. CLEARANCE OF TREES:

All new pole line construction must allow sufficient vertical clearance for trees 40 feet in height. At locations where growing trees are in place, or Permittee's facilities are already in place, normal construction standards may be followed at the option of Permittee with the ultimate provision to clear a 40 foot tree. Protected cable, tree wire, or plastic tree wire guards may be used on telephone lines through trees provided neither the tree nor its appearance will be damaged. No guy wires are to be attached to trees or RT structures.

26. TRIMMING OF TREES:

Trimming of trees will be permitted only where specifically stated in a Permit. Except when specifically authorized in the Permit, removal of trees will generally be prohibited since all trees within RT Right-of-Way have been placed as landscaping. Permittee shall be required to conduct tree trimming at no cost to RT. In general, only light trimming of branches two inches or less in diameter will be permitted. The shapeliness of the trees must be preserved. If the Permit makes provision for inspection by RT during progress of the work, the cost of inspection shall be borne by the Permittee. No charge will be made for occasional routine inspection.

27. LANDSCAPING:

Any gardening or landscaping shall be limited to low growing shrubs, grass or plants. Planting of trees on pipeline or electric line right-of-way is expressly not permitted.

28. SERVICE CONNECTIONS:

These Terms and Conditions do not authorize installation of utility service connections with RT Right-of-Way regardless of location of Permittee's facilities. All such service connections or excavations to abandon services must be covered by individual Permits.

29. INCONSISTENCIES:

To the extent that any special conditions set forth herein conflict, or are inconsistent with the printed conditions, the special conditions shall prevail.

30. DEPTH OF INSTALLATION:

In the event the purpose of this permit is to allow Permittee to install utility facilities underground across RT's premises, the clear distance between the bottom of Permittee's installation and the top of RT's existing and proposed future water lines shall not be less than six inches and Permittee's said installation shall be placed at an approximately constant grade for the entire crossing.

31. WITNESS POSTS:

In the event the purpose of this permit is to allow Permittee to install utility facilities underground across RT's premises, Permittee shall properly mark the alignment of the underground installation with readily visible, RT approved witness post markers that identify what is underground, and where.

32. PERIODIC REVIEW:

All conditions of this permit are subject to periodic review by RT.

33. APPROVED DRAWING:

Permittee's proposed installations within RT's right-of-way shall be in accordance with Permittee's drawing bearing RT's signed approval. This drawing is attached hereto as Exhibit "A" and is hereby made a part to this permit.

34. FEE:

Permittee will pay the amount of \$150.00 to the RT to cover the permit fee. The fee must be remitted before this permit is issued.

35. INSTALLATION NOTIFICATION:

Permittee shall notify the Technical Support Manager of RT, at (916)732-2206, five (5) working days prior to date of installation.

36. MATERIALS:

Permittee shall use steel, ductile iron, cast iron or class C.900 PVC pipe for the entire right-of-way crossing permitted hereunder.

37. MINIMUM CLEARANCES:

The minimum clearance between the Permittee's lines and RT facilities shall be one foot and the minimum depth of the Permittee's lines shall be two feet from the top of existing grade.

38. INSTALLATION AUTHORIZATION:

The installations authorized by this permit is subject to RT's inspection and approval.

39. LIMITED RIGHTS:

Rights granted herein shall be limited to the area granted under this permit. Permittee shall not use the adjacent lands of RT without prior approval of RT.

40. INSURANCE REQUIREMENTS:

A. Evidence Required

During the performance of services hereunder, Permittee shall maintain, or shall cause to be maintained by Permittee's contractors, policies of insurance as described below. Prior to beginning work, Permittee shall furnish evidence of insurance satisfactory to RT as to content and insurance carriers which will contain a provision for 30 days prior written notice to RT of any cancellation, reduction, or material change in coverage.

B. Insurance Required of Permittee

1. Comprehensive General Liability insurance for bodily injury (including death) and property damage which provides total limits of not less than two million dollars (\$2,000,000) combined single limit per occurrence. Coverages included shall be:
  - a. Premises and operations;
  - b. Products/completed operations coverage which is to be maintained for three years following acceptance of work by RT;
  - c. Contractual liability expressly including liability assumed under this agreement with deletion of the exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass and crossway;
  - d. Explosion, collapse and underground hazards;
  - e. Independent contractors;
  - f. Broad form property damage liability; and
  - g. Cross liability clause providing that the insurance applies separately to each insured except with respect to the limits of liability.

Such insurance shall include the following endorsements, copies of which shall be provided:

- a. Inclusion of Sacramento Regional Transit District, its governing board, directors, officers, agents and employees as additional insured as respects services or operations under this Agreement.



- b. Stipulation that the insurance is primary insurance and that no insurance of RT will be called upon to contribute to a loss.
2. Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than two million dollars (\$2,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
3. Statutory workers' compensation coverage including a broad form allstates endorsement; employer's liability insurance for not less than two million dollars (\$2,000,000) per occurrence for all employees engaged in services or operations under this agreement.
  - a. Inclusion of RT, its governing board, directors, officers, representatives, agents and employees as additional insured, or a waiver of subrogation.
  - b. Cross liability clause providing that the insurance applies separately to each insured except with respect to the limits of liability.
4. Permittee's equipment insurance on an "all risk" basis covering equipment owned, leased or used by Permittee. Such insurance shall include an insurer's waiver of subrogation in favor of RT. Permittee hereby releases and holds harmless RT for any loss or damage to its equipment.

C. Exceptions

RT acknowledges that some insurance requirements contained in this Section may be fulfilled by self-insurance on the part of the applicant. However, this shall not limit liabilities assumed by the applicant under the terms and conditions of this agreement for Utility Permit. The responsibility remains with the Applicant to provide Regional Transit with evidence of self-insurance.

41. Safety and Health

The Permittee shall assure that employees and subcontractors comply with standards of safety as prescribed in:

- a. CAC Title 8, (CAL/OSHA)
- b. Code of Federal Regulations, (FED/OSHA), Title 29, Part 1910 and 1926, as appropriate.
- c. Appropriate trade association safety standards.
- d. Appropriate equipment manufacturer instructions.
- e. In cases where published standards conflict, the standard providing the highest degree of protection shall prevail.

### RT METRO TRACK WARRANT APPLICATION

(Must be submitted at least twelve (12) hours in advance)

TRACK WARRANT REQUESTED BY: \_\_\_\_\_

NATURE OF WORK: \_\_\_\_\_

LOCATION OF WORK: \_\_\_\_\_

This Track Warrant is subject to the conditions initialed below:

1. \_\_\_\_\_ Date track warrant is requested for: \_\_\_\_\_

2. \_\_\_\_\_ Time track warrant is in effect: \_\_\_\_\_ am/pm

3. \_\_\_\_\_ Time track warrant expires: \_\_\_\_\_ am/pm

4. \_\_\_\_\_ Authority to operate equipment/occupy the mainline:  
from \_\_\_\_\_ to \_\_\_\_\_

#### PROTECTION REQUIRED (Determined by RT METRO)

5. \_\_\_\_\_ NONE.

6. \_\_\_\_\_ SLOW ORDER - movements at \_\_\_\_\_ MPH BETWEEN THE FOLLOWING  
LIMITS:  
from \_\_\_\_\_ to \_\_\_\_\_

7. \_\_\_\_\_ FLAG PROTECTION - required from \_\_\_\_\_ to \_\_\_\_\_

8. \_\_\_\_\_ IMPASSABLE TRACK - stop short of barricade

9. \_\_\_\_\_ All personnel and equipment are to clear nearest rail by at  
least ten (10) feet to allow for passing trains and equipment.  
High visibility vest must be worn at all times.

10. \_\_\_\_\_ Other specific instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

This Track Warrant may be revised/annulled by METRO Control only.

Approved by: \_\_\_\_\_

Time \_\_\_\_\_ Date \_\_\_\_\_

This warrant annulled/revised at: Time \_\_\_\_\_ Date \_\_\_\_\_