



CITY OF SACRAMENTO

14

CITY MANAGER'S OFFICE
RECEIVED

MAR 26 1980

DEPARTMENT OF ENGINEERING
915 I STREET SACRAMENTO, CALIFORNIA 95814
CITY HALL ROOM 207 TELEPHONE (916) 449-5281

F/Ref.
C.C. 2185

R. H. PARKER
CITY ENGINEER
J. F. VAROZZA
ASSISTANT CITY ENGINEER

March 26, 1980

City Council
Sacramento, California

Honorable Members in Session:

Subject: Recommendation of Bid Award for Improvements to Land
Park - Parcourse

SUMMARY:

The subject project, as a part of the City's Capital Improvement Program has been advertised for bids. Bids have been received and the City Engineer hereby recommends bid award.

BACKGROUND:

On March 4, 1980, the City Council approved plans and specifications for the subject project and bids were received and opened by the City Clerk in the Council Chambers on March 25, 1980. Bids received are as follows:

Lubenko Construction Co.	\$16,000
Dig-it Engineering and Construction Co., Inc.	16,757
Cioli Construction, Inc.	17,850
Gus Navarrete	26,584
Charles I. Cunningham Co.	26,760

079059

FINANCIAL DATA:

The estimated construction cost is \$14,250. Funds in the amount of \$17,296.14 are available in the Community Services Department's 1979/80 budget from Park Development Funds.

RECOMMENDATION:

The City Engineer recommends that the low bid of Lubenko Construction Co. in the amount of \$16,000 be accepted.

APPROVED
BY THE CITY COUNCIL

Recommendation Approved:

APR 1 1980

OFFICE OF THE
CITY CLERK

Walter J. Slupe
Walter J. Slupe, City Manager

Respectfully submitted,

R. H. Parker
R. H. PARKER
City Engineer

April 1, 1980
District #4

14



CITY OF SACRAMENTO

OFFICE OF THE CITY CLERK

915 I STREET

CITY HALL ROOM 203

SACRAMENTO, CALIFORNIA 95814

TELEPHONE (916) 449-5428

LORRAINE MAGANA
CITY CLERK

April 2, 1980

Lubenko Construction Co.
P. O. Box 124
Plymouth CA 95669

Gentlemen:

On April 1, 1980, the City Council accepted your bid in the amount of \$16,000.00 for improvements to Land Park - Parcourse.

The City Engineer will contact you concerning the necessary bond and contract.

Sincerely,

Jaci Pappas
Jaci Pappas
Acting City Clerk

JP:HO'

cc: City Engineer

Item No. 14



CITY OF SACRAMENTO

15

CITY MANAGER'S OFFICE
RECEIVED
MAR 27 1980

DEPARTMENT OF ENGINEERING
915 I STREET SACRAMENTO, CALIFORNIA 95814
CITY HALL ROOM 207 TELEPHONE (916) 449-5281

F/Ref.
C.C. 1874

R. H. PARKER
CITY ENGINEER
J. F. VAROZZA
ASSISTANT CITY ENGINEER

March 27, 1980

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Approval of Plans and Specifications for Street Improvements
and Traffic Signal Modifications - Howe Avenue at College
Town Road

SUMMARY:

The City Engineer's office has prepared plans and specifications for the above project. A copy of said plans and specifications has been forwarded to the City Clerk and approval is recommended.

FINANCIAL:

In F.Y. 1977/78, the City Council approved in the City Engineer's budget \$60,000 of 2106 Gas Tax funds for this project. The total amount currently available for this project is \$49,261.

Due to considerations encountered in the detailed design of the plans and the exceptionally rapid increases in bid prices experienced for projects located within high volume roadways the current estimated construction cost is \$106,771.50. Additional money can be made available for this project from the Miscellaneous Gas Tax and Major Street Tax funds. Although the estimate is above the amount budgeted, no budgetary recommendation will be made until after bids have been received.

RECOMMENDATION:

The City Engineer recommends that the plans and specifications be approved and that bids be received on April 22, 1980.

Respectfully submitted,

R. H. PARKER
City Engineer

Recommendation Approved:

Walter J. Slipe, City Manager

APPROVED
BY THE CITY COUNCIL

APR 1 1980

OFFICE OF THE
CITY CLERK

April 1, 1980
District #6

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, Room 203, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:00 a.m. on April 22, 1980 and opened at 10:15 a.m. in the Council Chambers, City Hall for

STREET IMPROVEMENTS AND
TRAFFIC SIGNAL MODIFICATIONS
HOWE AVENUE AT COLLEGE TOWN ROAD

as set forth in plans and specifications adopted April 1, 1980

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

Bids must be submitted on printed forms supplied by the City Clerk without charge to prospective bidders and enclosed in an envelope marked "Sealed Proposal for

STREET IMPROVEMENTS AND
TRAFFIC SIGNAL MODIFICATIONS
HOWE AVENUE AT COLLEGE TOWN ROAD

All contractors, subcontractors and all concerned must comply with the rate of wages per hour as established by the Director of the Department 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

Each bid must be accompanied by cash, cashier's check, certified check or bid bond made payable to the order of the City Director of Finance in the sum of ten percent (10%) of the aggregate of said proposal.

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

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SEALED PROPOSAL

Sealed Proposals will be received not later than 10:00 a.m. on April 22, 1980 at the office of the City Clerk, Room 203, City Hall, Sacramento, California and opened at 10:15 a.m. on April 22, 1980 in the Council Chambers, City Hall, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

STREET IMPROVEMENTS
AND
TRAFFIC SIGNAL MODIFICATION
HOWE AVENUE AT COLLEGE TOWN ROAD

in the City and County of Sacramento, California.

The work is to be done in strict conformity with the Plans, Standard Specifications 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	Clearing and Grubbing	1	Job	Lump. Sum.	\$ _____
2	Roadway Excavation Grading	136	CY	\$ _____	\$ _____
3	Roadway Fill Grading	1604	CY	\$ _____	\$ _____
4	Curb & Gutter No. 4 to Construct	734	LF	\$ _____	\$ _____
5	Curb No. 14 to Construct	599	LF	\$ _____	\$ _____
6	3-1/2" x 4'6" PCC Sidewalk to Construct	255	SF	\$ _____	\$ _____
7	3-1/2" PCC Island Pavement to Construct	1740	SF	\$ _____	\$ _____
8	4" Asphalt Concrete Pavement & Variable Thick Asphalt Concrete Overlay to Construct	296	Ton	\$ _____	\$ _____
9	7" Aggregate Base (Class II) to Place	374	Ton	\$ _____	\$ _____
10	2" x 6" DF Headerboard to Place	1646	LF	\$ _____	\$ _____
11	Redwood Timber Retaining Wall to Construct	242	LF	\$ _____	\$ _____
12	Remove & Salvage Existing Drain Inlet	1	Ea.	\$ _____	\$ _____
13	Sacramento County Type A Drop Inlet to Construct	1	Ea.	\$ _____	\$ _____
14	Relocate Existing Gutter Drain	2	Ea.	\$ _____	\$ _____
15	8" Dia VCP Gutter Drain Lead to Place	17	LF	\$ _____	\$ _____
16	Extend Existing 24" Dia RCP Culvert with flared end section to place	1	Job	Lump Sum	\$ _____
17	Traffic Signal and Street Light Modification	1	Job	Lump Sum	\$ _____
TOTAL					_____

If awarded the contract, the undersigned agrees to sign said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and to begin work within fifteen (15) days after the signing of the contract by the Contractor and the City.

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear 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.

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SUB-BIDDER FORM

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

NAME SUB-BIDDER	ADDRESS SHOP, MILL OR OFFICE	CLASS OF WORK	PORTION OF WORK TO BE DONE

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

15

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.

SIGNATURE

TITLE

ADDRESS

DATE

PLEASE READ CAREFULLY BEFORE SIGNING

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own 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).

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GUARANTEE

We hereby guarantee the

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:

Dated:

15

AGREEMENT

THIS AGREEMENT entered into as of _____ between the CITY OF SACRAMENTO, a municipal corporation, hereinafter called the City, and _____ hereinafter called the Contractor.

The parties hereto mutually agree as follows:

1. Contract Documents

The following contract documents relating to this agreement are hereby made a part of and incorporated by reference into this Contract: The Advertisement, Notice to Contractors, the Bid, the Agreement, Standard Specifications, Special Provisions and Plans applicable to this work, and all modifications incorporated in said documents before their execution. Any work called for in one contract document or plan and not mentioned in the other is to be performed and executed the same as if mentioned in all contract documents and plans.

2. Scope of Contract

The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material, transportation and express necessary to perform and complete in a good and workmanlike manner, the work as called for, and in the manner designated in, and in strict conformity with, the Plans, Standard Specifications and Special Provisions adopted by the City Council of the City, which Plans and Special Provisions are entitled:

It is further understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in the Plans and Specifications under the direction and supervision of, and subject to the approval of the City or its representatives.

3. Contract Amount and Payments.

City agrees to pay and the Contractor agrees to accept, in full payment for the above work the sum of _____ DOLLARS

(\$_____), which sum is to be paid according to the following schedule and subject to additions and deductions as provided in the general conditions of the Contract and in accordance with said bid and proposal as follows:

On the first of the month, Contractor shall present to City a statement showing the amount of labor and materials incorporated in the work during the preceding month; the City shall inspect the statement and shall issue a certificate for 90% of the amount it shall find to be due.

The final payment certificate of 10% will be made 35 days after the completion and acceptance by the City of the work included in this Contract and all payments will be due when certificates are issued, in accordance with the Standard Specifications and Special Provisions.

4. DELAYS BEYOND CONTROL OF CONTRACTOR

The time during which Contractor is delayed in said work by the acts or neglect of City, its officers, agents, or employees, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable delays as defined in the Standard Specifications, or by delay authorized by City shall be considered delays beyond the control of Contractor and the time of completion shall be extended for such reasonable time as the City Engineer may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

5. PREVAILING WAGES

Pursuant to State and local law, the City has ascertained the general prevailing rate of per diem wages and rates for legal holidays, and overtime work in the locality in which the work is to be performed, for each craft or type of workman or mechanic needed to execute this Contract. The general prevailing rate of wages on projects for the City for construction work shall be as set out in the applicable Resolution adopted by the City Council, which is hereby made a part of the Special Provisions.

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is understood and agreed that the time limit for the completion of said work is _____ and should said work not be completed to the satisfaction of the City within said time, there will be deducted from the final payment thereof the sum of _____ DOLLARS (\$ _____), as liquidated damages and not as a penalty, for each days' delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

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

CITY OF SACRAMENTO, a municipal corporation

CITY MANAGER
or AUTHORIZED REPRESENTATIVE

CONTRACTOR

APPROVED AS TO FORM:

CITY ATTORNEY

FUNDS AVAILABLE:

Director of Finance

15

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The City of Sacramento, a municipal corporation, has
awarded to _____

hereinafter designated as the "Principal", a contract for

; 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 _____

_____ DOLLARS

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, his
or its heirs, executors, administrators, successors, or assigns, or subcontractors
shall fail to pay for any material, provisions, provender or other supplies or
teams, implements or machinery used in, upon, for or about the performance of the
work contracted to be done, or for any work or labor thereon of any kind, or for
amounts due under the Unemployment Insurance Act with respect to such work or
labor, as required by the provisions of Chapter 7, Title XV, Part 4, Division 3, of
the Civil Code, and provided that the claimant shall have complied with the
provisions of said code; or for any amounts required to be deducted, withheld, and
paid over to the Franchise Tax Board from the wages of employees of the contractor
and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code,
with respect to such work and labor, the Surety or Sureties hereon will pay for
the same and in an amount not exceeding the sum specified in this bond, otherwise
the above obligation shall be void. In case suit is brought upon this bond, said
Surety will pay a reasonable attorney's fee to be fixed by the Court.

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

15

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 _____ day of _____, the name and corporate seal of each corporate party being affixed thereto, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

BY _____

SURETY

BY _____

APPROVED AS TO FORM:

CITY ATTORNEY

PERFORMANCE BOND

15

KNOW ALL MEN BY THESE PRESENTS: That

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

hereinafter designated as the "Principal," a contract for

; and

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

NOW, THEREFORE, we the Principal, and

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

_____ DOLLARS

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

THE 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.

15

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

Principal _____

By _____

Surety _____

By _____

APPROVED AS TO FORM:

City Attorney

TRAINING OF APPRENTICES ON PUBLIC WORKS CONTRACTS

15

Attention is directed to the provisions in Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any sub-contractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except where an exception is issued on one of the following conditions:

- 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.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Noncompliance with Section 1777.5 can result in substantial penalties under Section 1777.7.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

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

1. As used in these specifications:

- a. "Covered area" means the geographical area within the following counties: Amador, El Dorado, Nevada, Placer, Sacramento, Sierra, and Yolo.
- b. "Director" means Director, of GSAP, or any person to whom the Director delegates authority;
- c. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is signatory under Part I of the GSAP a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of the GSAP. Each Contractor or Subcontractor participating in the GSAP is individually required to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 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.

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participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

GSAP REPORTING REQUIREMENTS

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

GOALS AND TIMETABLES
SACRAMENTO, CALIFORNIA

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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)
From April 1, 1978 until March 31, 1979 -----	3.1
From April 1, 1979 until March 31, 1980 -----	5.0
From April 1, 1980 until March 31, 1981 -----	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, Amador, Placer, El Dorado, Nevada, and Sierra Counties, California.

GOALS AND TIMETABLES

Timetable	Trade	Goal (percent)
Until further notice	All -----	17.5 to 20.0

STREET IMPROVEMENTS
AND
TRAFFIC SIGNAL MODIFICATION
HOWE AVENUE AT COLLEGE TOWN ROAD

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STREET IMPROVEMENTS
AND
TRAFFIC SIGNAL MODIFICATION
HOWE AVENUE AT COLLEGE TOWN ROAD

A. SCOPE OF WORK

The work to be performed under these Special Provisions in general includes increasing the width of the existing pavement, adding left and right storage and turn lanes and all other work as shown on the Plans.

Other work to be performed includes furnishing and installing all necessary equipment and material to modify the existing traffic signal and street lighting system at the Howe Avenue and College Town Road intersection.

B. PROPOSAL CONDITIONS

1. Specifications - The work to be performed under this contract shall be done in accordance with the applicable provisions of the Standard Specifications of the City of Sacramento, adopted March 30, 1967; hereinafter called "Standard Specifications." Reference is also made to the Standard Specifications of the State of California, Department of Transportation, dated January 1978, hereinafter called "State Standard Specifications."

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

2. Special Notice Regarding Standard Specifications - Section 3-2 of the City Specifications, in reference to Section 256 of the City Charter, shall not apply to the contract. Rather, the amended Section 258 (approved by voters in November 4, 1969 election) shall apply in that City Council shall at any time within forty-five (45) days after the opening and reading of the bids either award the contract or reject any or all bids.

The Standard Specifications of the City of Sacramento adopted by the City Council of said City by Resolution No. 653, dated March 30, 1967, are now subject to the provisions of Chapter 58 of the Sacramento City Code, (Ordinance No. 3129, Fourth Series), effective July 15, 1972 (enacted pursuant to Section 251 of the Sacramento City Charter). If there is any conflict between the Standard Specifications as currently written and Chapter 58 of the Sacramento City Code, the latter shall govern.

3. Disqualification of Bidders - More than one (1) proposal from any individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal for the work will cause rejection of all proposals in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Proposals in which the prices are obviously unbalanced may be rejected.

C. GENERAL CONSTRUCTION REQUIREMENTS

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

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

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

C. GENERAL CONSTRUCTION REQUIREMENTS - continued

2. Time of Completion - All work shall be completed within one hundred eighty (180) calendar days from the time the bidder receives the Notice to Proceed. The Contractor shall be required to comply with requirements of Section 7 of the City Specification.

3. Care and Removal of Trees and Shrubbery - Where construction is to be performed in the vicinity of trees and shrubbery, the work shall be carried on in the manner which will cause minimum damage, and shall be protected from injury or damage resulting from the Contractor's operations.

Payment for "Care and Removal of Trees and Shrubbery" shall be included in whatever item the Contractor deems appropriate and no additional compensation shall be made.

4. Placement of Pipe in Street Sections - The Contractor shall maintain a backfill operation contiguous with the placement of pipe in the street sections. Under no condition shall more than fifty feet (50') of trench remain open overnight.

No direct payment will be made for "Placement of Pipe in Street Sections" and the cost thereof shall be considered to be included in the price bid for such items as the bidder may consider appropriate.

5. Bracing and Shoring of Trenches - Before beginning excavation for a trench five feet (5') or more in depth, the Contractor shall secure a permit from the Division of Industrial Safety (2422 Arden Way Phone: 445-5818). A copy of this permit must be available at the construction site.

When required by the Plans or by the Engineer, the Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground. Such plan shall be approved by the Engineer at least five (5) days before the Contractor intends to begin work on the trench.

If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer. Nothing herein shall be deemed to allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

Whenever any bid item requires the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations which are five feet (5') or deeper, each price bid in response thereto shall contain the cost of adequate sheeting, shoring and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

6. Compliance with OSHA - The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.) which are applicable to the work to be accomplished pursuant to this agreement. The foregoing shall include, but not be limited to, all applicable Construction Safety Orders issued by the State of California, Division of Industrial Safety.

The provisions of Standard Specifications, Section 6 shall be specifically applicable to the foregoing terms of this section without reducing or diminishing in any manner the generality of the application of said Standard Specifications.

7. Maintaining Existing Drainage - The Contractor shall be responsible for maintaining existing drainage until new drainage improvements are complete and functioning. No compensation will be paid to the Contractor for maintenance of the existing facilities, and he should include the cost of the work in the items he deems appropriate.

8. Relief from Maintenance and Responsibility - Resolution No. 108 - Upon the written request of the Contractor, and upon written approval by the City Engineer, the Contractor may be relieved of the duty of maintaining and protecting certain portions of the work which have been completed in all respects in accordance with the requirements of the contract and to the satisfaction of the City Engineer, and thereafter except with his consent the Contractor will not be required to do further work thereon. In addition, such action by the City Engineer will relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from his negligence. Nothing in this section providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good defective work or materials found at any time before either the formal acceptance of the entire contract by the City Council, or during the applicable guarantee period.

C. GENERAL CONSTRUCTION REQUIREMENTS - continued

- 9. Guarantee - All work performed under this item shall be guaranteed for a period of one (1) year on the Guarantee Form included. Period of guarantee to start on date of acceptance of work.

D. EXISTING UTILITIES

- 1. General - Requirements where alignment or elevation of underground utilities is shown this data is taken from existing public records and no responsibility is assumed for the accuracy thereof. Where no elevation is indicated or the utility is not shown in profile on the Plans, the elevation of the underground utility is unknown. The Contractor shall be liable for costs of repairing damage to underground utilities.

The Contractor shall notify the underground alert center forty-eight (48) hours before work is to begin on the project: Phone (800) 642-2444.

Underground utility services, for the most part, are not shown on the Plans. It is the Contractor's responsibility to determine their exact location in the field.

The Contractor is responsible for the protection of and for any damage to all utilities and services during construction and he shall notify the respective utility owner prior to any interruption of service.

Any sewer and water services cut by trench excavation shall be replaced before nightfall of the same day in accordance with the Standard Specifications.

The City shall assume the responsibility for the removal, relocation or protection of existing utilities located on the project site which are not identified in the Plans or Specifications. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by failure of the City or the owner of the utility to provide for removal, relocation or protection of the existing utility facilities not designated and identified on the Plans.

- 2. Protection of Existing Improvements - Existing improvements, utilities 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 shown on the Plans to be removed under this contract, shall be protected from damage by the Contractor throughout the construction period. The Contractor shall be liable for costs of repairing damage to existing improvements.

E. MAINTENANCE OF TRAFFIC

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

Maintenance of traffic shall be in accordance with Section 32-8 of the Standard Specifications.

- 2. Traffic Control Devices - The Contractor shall furnish, install and maintain all temporary traffic control and warning signs, barricades, flagmen and other control and safety devices necessary to safeguard the general public within the construction area. The Contractor shall provide California standard traffic control signs for use in traffic control.

- 3. Maintenance of Traveled Ways - Two southbound lanes shall be maintained on Howe Avenue at all times. In addition a third outside right turn lane shall be maintained between the hours of 4:00 p.m. and 8:30 a.m. Each of the two southbound thru lanes shall be a minimum of 12 feet in width. The third outside turn lane shall be at least 10 feet wide.

Traffic may be controlled by the use of flagmen for limited periods of time subject to the approval of the Engineer. A minimum of two (2) flagmen shall be provided.

The use of flagmen to control traffic shall not be permitted between the hours of 4:00 p.m. and 8:30 a.m.

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E. MAINTENANCE OF TRAFFIC - continued

- 4. Emergency and Private Access - Emergency vehicle access shall be available along all streets at all times within the construction area.
- 5. Payment - No separate payment shall be made for traffic control. All costs shall be included in whatever item the Contractor deems appropriate.

F. PUBLIC SAFETY

- 1. General Requirements - The Contractor shall be responsible for the public safety at all times. He shall be responsible for safety devices, barricades, and traffic control at the construction site.

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

- 2. Restriction of Working Hours - Construction activities along Howe Avenue and at the intersection of College Town Road shall be restricted to the hours between 8:30 a.m. and 4:00 p.m.
- 3. Notification of Property Owners - The Contractor will be responsible for notifying all property owners along the line of work twenty-four (24) hours in advance prior to commencing work in front of said property.
- 4. Dust Control - The Contractor is responsible for the control of dust. He shall take any steps necessary or required by the Engineer to eliminate the nuisance caused by blowing dust. Dust control must be maintained on weekends and holidays in addition to normal working days. No additional compensation will be paid to the Contractor for water used or for work performed in the control of dust. He shall include the cost in any item he deems appropriate.
- 5. Subletting and Assignment - It shall not be required as stated in Section 7 of the Standard Specifications "Prosecution and Progress" 3rd Paragraph 7-1 "Subletting and Assignment" that the Contractor perform with his own organization and with the assistance of workmen under his immediate superintendence work of a value not less than fifty percent (50%) of the value of all work embraced in the contract.

G. ITEMS OF THE PROPOSAL

Item No. 1 - Clearing and Grubbing

This item shall include the removal and disposal of all weeds, grasses, shrubs, signs, fences, trees and all other objectionable material not otherwise covered by the individual items contained herein or as directed by the Engineer.

This item shall also include the removal and disposal of existing asphalt concrete dikes, concrete traffic islands and median curbs, as indicated on the plans or as directed by the Engineer.

Work performed under this term shall meet the provisions of Section 11 of the Standard Specifications.

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

Item No. 2 - Roadway Excavation Grading

Roadway excavation grading involved shall meet the provisions of Section 12 of the Standard Specifications and shall include the removal of existing asphalt concrete pavement to the limits indicated on the plans, or as directed by the Engineer.

Also included in this item is the excavation and grading of the asphalt concrete walkway as located on the Plans to the lines, grades, and details given, or as otherwise directed by the Engineer.

Water used in the preparation of the subgrade shall be included in this item.

G. ITEMS OF THE PROPOSAL - continued

Item No. 2 - Roadway Excavation Grading - continued

Excess excavated material shall become the property of the Contractor and shall be disposed of in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the limits of the right of way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made, prior to the deposition of any material on the property.

Payment shall be at the contract unit price bid per cubic yard of material excavated and shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work necessary to complete this item in place according to these Special Provisions and as directed by the Engineer.

Item No. 3 - Roadway Embankment Grading

This item shall consist of furnishing, placing, and compacting earth materials for purposes of constructing a roadway embankment at the location indicated on the Plans to the lines and grades given and as directed by the Engineer.

Construction of the embankment shall meet the applicable requirements of Section 12 of the Standard Specifications except that water used in placing and compacting fills shall be included in the contract unit price bid for roadway embankment grading.

When relating to earthwork the term "Relative Compaction" as used in the Standard Specifications shall mean the results of tests and comparisons made in conformance with AASHTO T 180-57 rather than T 99-57 as specified in Section 12 of the Standard Specifications. Relative Compaction as herein specified shall be the ratio expressed as a percentage of the dry density of the in-place material to the maximum dry density of the material as determined by the AASHTO T 180-57 test method.

The total width of the existing ground surface upon which the embankment widening is to be made shall be disked and scarified in order to allow new fill material to bond with the existing material. In areas of sliver fills the existing roadway embankment shall be benched to facilitate compaction of new fill material. The existing ground surface shall then be watered and compacted until a minimum relative compaction of 90 percent has been obtained within the upper 6 inches of the compacted soil before placement of new embankment material thereon.

The roadway embankment shall be constructed with imported borrow material meeting the requirements of these Special Provisions. The imported material shall be free of roots, vegetable material, and other unsuitable material and be of such character that it will readily bind when compacted to form a firm and stable embankment.

The imported borrow material may be obtained from sources in accordance with the provisions in Section 6-2, "Local Materials", of the California Department of Transportation Standard Specifications dated January 1978.

The Contractor shall make his own arrangements for obtaining imported borrow material and shall bear all costs involved. The Contractor shall enter into an agreement with the owner of any privately owned material site to hold said owner harmless from any claims for injury to persons or property damage resulting from the Contractor's operations on said property. The agreement shall contain provisions to relieve the City of Sacramento of any obligation to the owner or claims, for injury or damage to persons or property. Before commencing operations at the imported borrow material site the Contractor shall deliver to the Engineer written evidence of such agreement as may be satisfactory to the Engineer.

This item shall also include the preparation and seeding of the graded surface of the widened embankment to control erosion. The method of erosion control shall consist of applying straw, seed, and fertilizer to the slope of the widened embankment as directed by the Engineer.

The straw used shall be new straw derived from rice, wheat, oats, or barley. The Contractor shall furnish evidence that clearance has been obtained from the County Agricultural Commissioner, as required by law, before straw obtained from outside the county in which it is to be used is delivered to the site of the work. The seed to be applied to the slope of the widened embankment be *Lolium Multiflorum* (Italian Rye). Commercial fertilizer shall be used and shall have the following minimum guaranteed chemical analysis.

<u>Ingredient</u>	<u>Percentage (Min)</u>
Nitrogen	14
Phosphic Acid	14
Water Soluble Potash	7

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The soil shall be thoroughly cultivated to a minimum depth of 6 inches. After the soil has been cultivated, straw shall be spread evenly over the area to be stabilized at the total rate of approximately 4 tons per acre (slope measurement).

Straw shall be incorporated in the soil with a roller equipped with straight studs, made of approximately 7/8 inch steel plate, placed approximately 8 inches apart and staggered. The studs shall not be less than 6 inches long nor more than 6 inches wide and shall be rounded to prevent withdrawing the straw from the soil. The roller shall be of such weight as to incorporate the straw sufficiently into the soil so that the straw will not support combustion, and will leave a uniform surface.

After the straw is incorporated in the soil, seed at the rate of 200 pounds per acre (slope measurement), and fertilizer at the rate of 500 pounds per acre (slope measurement), shall be applied.

Payment shall be at the contract unit price bid per cubic yard of fill material placed, as determined from cross section measurements taken prior to beginning of work and the final lines and grades of the finished section and shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work necessary to complete this item in place according to the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Item No. 4 - Curb & Gutter No. 4 to Construct

Portland cement concrete curb and gutter shall be constructed at the locations indicated on the Plans to the lines, grades, and details given or as directed by the Engineer.

The concrete curb and gutter shall meet the applicable requirements of Sections 10, 23, and 33 of the Standard Specifications.

Payment shall be at the contract unit price bid per linear foot of curb and gutter constructed and shall include full compensation for furnishing all labor, materials, tools, and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Item No. 5 - Curb No. 14 to Construct

Portland cement concrete curb shall be constructed at the locations indicated on the Plans to the lines, grades, and details given or as directed by the Engineer.

The concrete curb shall meet the applicable requirements of Sections 10, 23, and 33 of the Standard Specifications.

Payment shall be at the contract unit price bid per linear foot of curb constructed and shall include full compensation for furnishing all labor, materials, tools, and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Item No. 6 - 3 1/2" PCC Sidewalk to Construct

Portland cement concrete sidewalk shall be constructed to the lines, grades, and details shown on the Plans or as directed by the Engineer.

The concrete sidewalk shall meet the applicable requirements of Sections 10, 23, and 33 of the Standard Specifications.

Payment shall be at the contract unit price bid per square foot of sidewalk constructed and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Item No. 7 - 3 1/2" PCC Traffic Island Pavement to Construct

Portland cement concrete traffic island pavement shall be constructed to the lines, grades, and details shown on the plans or as directed by the Engineer.

The concrete island pavement shall meet the requirements of Sections 10 and 23 of the Standard Specifications. No lamp black shall be used.

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Payment shall be at the contract unit price bid per square foot of concrete island pavement constructed and shall include full compensation for furnishing all labor, materials, tools, and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions and as directed by the Engineer.

Item No. 8 - 4" Asphalt Concrete Pavement and Variable Thick Asphalt Concrete Overlay to Construct

Asphalt concrete pavement shall be constructed to the lines, grades and details shown on the plans and as directed by the Engineer.

The asphalt concrete pavement shall meet the requirements of Section 19 of the Standard Specifications.

Paving asphalt shall be viscosity Grade AR 4000, unless otherwise directed by the Engineer and shall meet the applicable provisions of Section 92 of the Standard Specifications of the State of California Department of Transportation.

The four inch (4") pavement section shall consist of a two inch (2") base course and a two inch (2") surface course. Section 19-2 of the Standard Specifications shall be modified in that the maximum size aggregate for the base course shall be three-fourths inch (3/4") rather than the size specified.

A paint binder of asphalt emulsion shall be applied to the vertical edges of existing pavement, curbs and gutters prior to placement of new asphalt concrete surfacing. The paint binder material and its application shall meet the requirements of Section 39-4.02 "Prime Coat and Paint Binder", of the Standard Specifications of the State of California, Department of Transportation dated January 1978. The use and application of the paint binder material shall be subject to the approval of the Engineer.

Included in this item is the patching of areas of pavement where sections of existing traffic islands have been removed.

This item also includes the placement of a variable thick asphalt concrete overlay in those areas designated by the Engineer to provide a smooth transition between new and existing pavement.

Payment shall be at the contract unit price bid per ton of asphalt concrete pavement constructed and shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work necessary to complete this item in accordance with the Standard Specifications, these Special Provisions and as directed by the Engineer.

Item No. 9 - 7" Aggregate Base, Class II to Place

Aggregate base shall be provided to the lines, grades and details shown on the plans or as directed by the Engineer.

The aggregate base material shall be three-fourths inch (3/4") maximum size and shall meet the requirements of Section 10 of the Standard Specifications. Placement of the aggregate base shall meet the requirements of Section 14 of the Standard Specifications.

Included in this item is providing aggregate base material within the area of the traffic island as directed by the Engineer. The aggregate base material shall be used as fill within the traffic island and shall be placed, compacted, and brought up to grade sufficient to all construction of the three and one-half inch (3 1/2") PCC island pavement slab.

Payment shall be at the contract unit price bid per ton of aggregate base placed and shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions and as directed by the Engineer.

Item No. 10 - 2" x 6" D.F. Headerboard to Place

This item shall include providing Douglas fir headerboard at the locations shown on the Plans or as directed by the Engineer.

The header board shall meet the requirements of Section 15 of the Standard Specifications.

Payment shall be at the contract unit price per linear foot of header board placed and shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work in accordance with the Standard Specifications, these Spec-

Item No. 11 - Redwood Timber Retaining Wall to Construct

A redwood retaining wall shall be provided at the location indicated on the plans or as directed by the Engineer.

The retaining wall shall be constructed as detailed on the plans and shall meet the requirements of Sections 10, 12 and 17 of the Standard Specifications.

The retaining wall shall be constructed using full sized unsurfaced posts and planks. The posts shall be constructed of No. 1 heart structural grade redwood (1200 f). The horizontal planks shall be constructed of No. 2 heart grade redwood (900 F). All bolts, nuts and washers shall be galvanized.

The post holes for the retaining wall shall be backfilled with concrete as detailed on the Plans or as directed by the Engineer. Class "C" concrete meeting the applicable requirements of Section 10 of the Standard Specifications shall be used to backfill the post holes. Placement of the concrete shall be in accordance with Section 17 of the Standard Specifications.

An open graded free draining layer of course aggregate shall be placed at the bottom of each post hole prior to the insertion of the post.

Payment shall be at the contract unit price bid per linear foot of retaining wall constructed and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Item No. 12 - Remove Existing Drain Inlet

This item shall consist of the removal and disposal of an existing drainage inlet as shown on the Plans or as directed by the Engineer.

The steel frame and grate from the existing drainage grate shall be cleaned of all loose and bonded material. The frame and grate shall be reused in the construction of a new drainage inlet as indicated on the Plans or as directed by the Engineer.

The concrete portion of the existing drainage inlet structure shall be disposed of outside the limits of the project.

Payment shall be at the contract unit price bid for each existing drainage inlet removed and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Item No. 13 - Sacramento Type A Drop Inlet to Construct

This item shall consist of providing a reinforced concrete drop inlet as shown on the Plans to the lines, grades, and details given or as directed by the Engineer.

The concrete drop inlet shall be constructed as detailed on the drawing entitled, "DROP INLET TYPE A" of the Sacramento County Standard Specifications. A copy of this drawing is included in the Appendix of these Special Provisions. The drop inlet shall be constructed to accommodate the frame and grate salvaged from the existing drainage inlet.

Construction of the drop inlet shall meet the applicable requirements of Sections 10, 12, 17, and 18 of the Standard Specifications.

Payment shall be at the contract unit price bid for each reinforced concrete drop inlet constructed and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Item No. 14 - Relocate Existing Gutter Drain

This item shall consist of relocating existing gutter drains where indicated on the Plans to the lines, grades, and details given or as directed by the Engineer.

The existing gutter drains shall be cleaned of all loose and bonded material. Installation of the salvaged gutter drains shall meet the applicable requirements of Sections 23 and 33 of the Standard Specifications.

Payment shall be at the contract unit price bid for each gutter drain reset and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Item No. 15 - 8" Dia VCP Gutter Drain Lead to Place

This item shall consist of furnishing and placing vitrified clay pipe to extend existing gutter drain leads. The extended gutter drain leads shall connect to the relocated gutter drains as indicated on the Plans or as directed by the Engineer.

The extensions to the existing gutter drain leads shall be constructed of extra strength vitrified clay pipe conforming to the requirements of Section 10 of the Standard Specifications.

Placement of the extended gutter drain leads shall meet the applicable requirements of Section 25 of the Standard Specifications.

Measurement of pipe under this item shall be from the center of the relocated gutter drain to the end of the existing gutter drain lead.

Payment shall be at the contract unit price bid per linear foot of gutter drain lead placed and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Item No. 16 - Extend Existing 24" Dia RCP Culvert with Flared End Section to Place

This item shall consist of furnishing and placing reinforced concrete pipe to extend an existing culvert as shown on the Plans or as directed by the Engineer.

Also included in this item is the removal and salvage of the flared end section at the end of the existing concrete culvert. The salvaged flared end section, if undamaged, shall be reused at the end of the extended culvert. A new concrete flared end section shall be provided if the existing one is unsalvageable.

The reinforced concrete pipe used for the culvert extension shall be Class III and shall meet the applicable requirements of Section 10 of the Standard Specifications.

Placement of the concrete culvert extension and the flared end section shall meet the applicable requirements of Section 25 of the Standard Specifications.

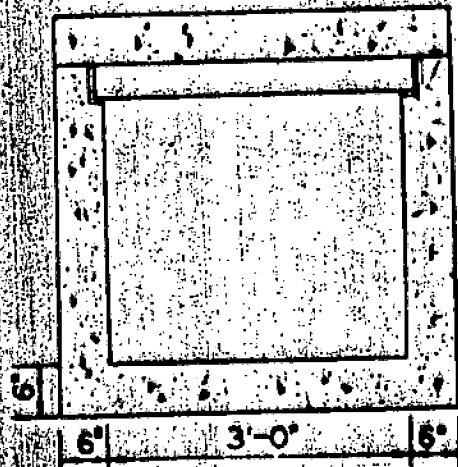
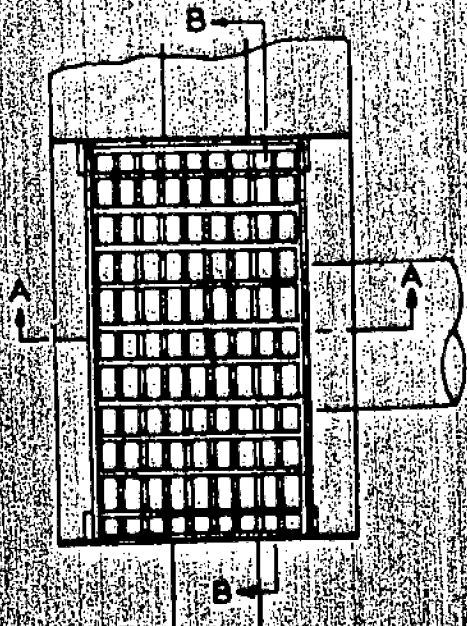
Payment shall be at the contract lump sum price bid for the culvert extension and shall include full compensation for furnishing all labor, materials, tools and equipment and for doing all work necessary to complete this item in place in accordance with the Standard Specifications, these Special Provisions,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

H. APPENDIX

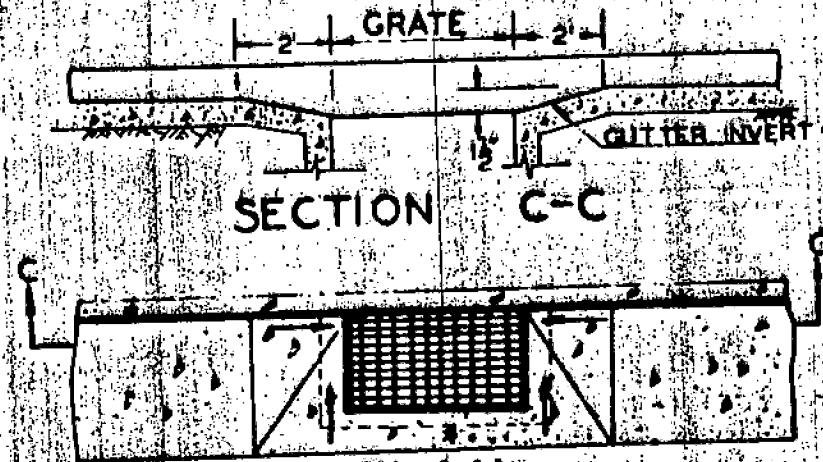
Drop Inlet Type A - Sacramento County Standard Specifications

Drop Inlet Frame and Grate Detail

Encroachment Permit - California Department of Transportation



SECTION B-B



SECTION C-C
PLAN
STANDARD DEPRESSION

NOTES

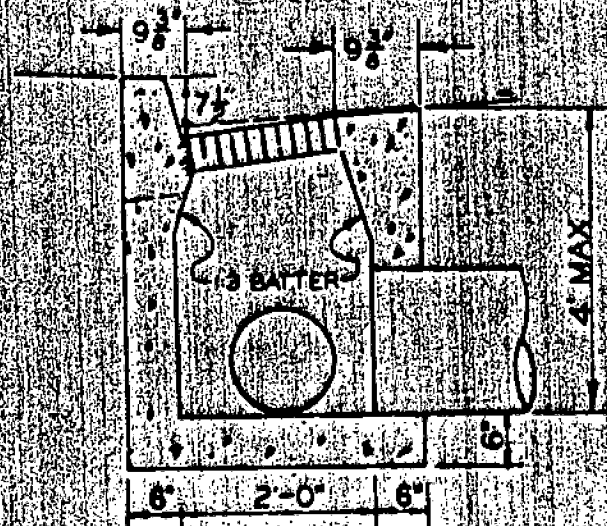
- 1 DEPRESSION IS STANDARD FOR ALL INLETS
- 2 SEE FRAME & GRATE DETAIL STANDARD DRAWING R-5
- 3 BOTTOM OF INLET SHALL BE PLACED PRIOR TO OR AT THE SAME TIME AS SIDE WALLS

SACRAMENTO COUNTY
DEPARTMENT OF PUBLIC WORKS

DROP INLET
TYPE A

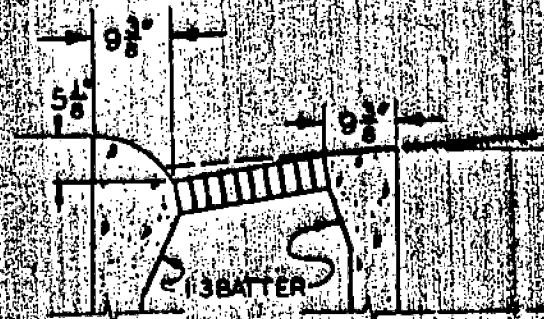
SCALE NONE
DATE 1-2-70
DRAWN BY

R-6



TYPE 2 CURB

SECTION A-A



TYPE 1 CURB

W.C. Vanderer Jr.
DEPUTY DIRECTOR

REVISED 12-77

Revised 12-77

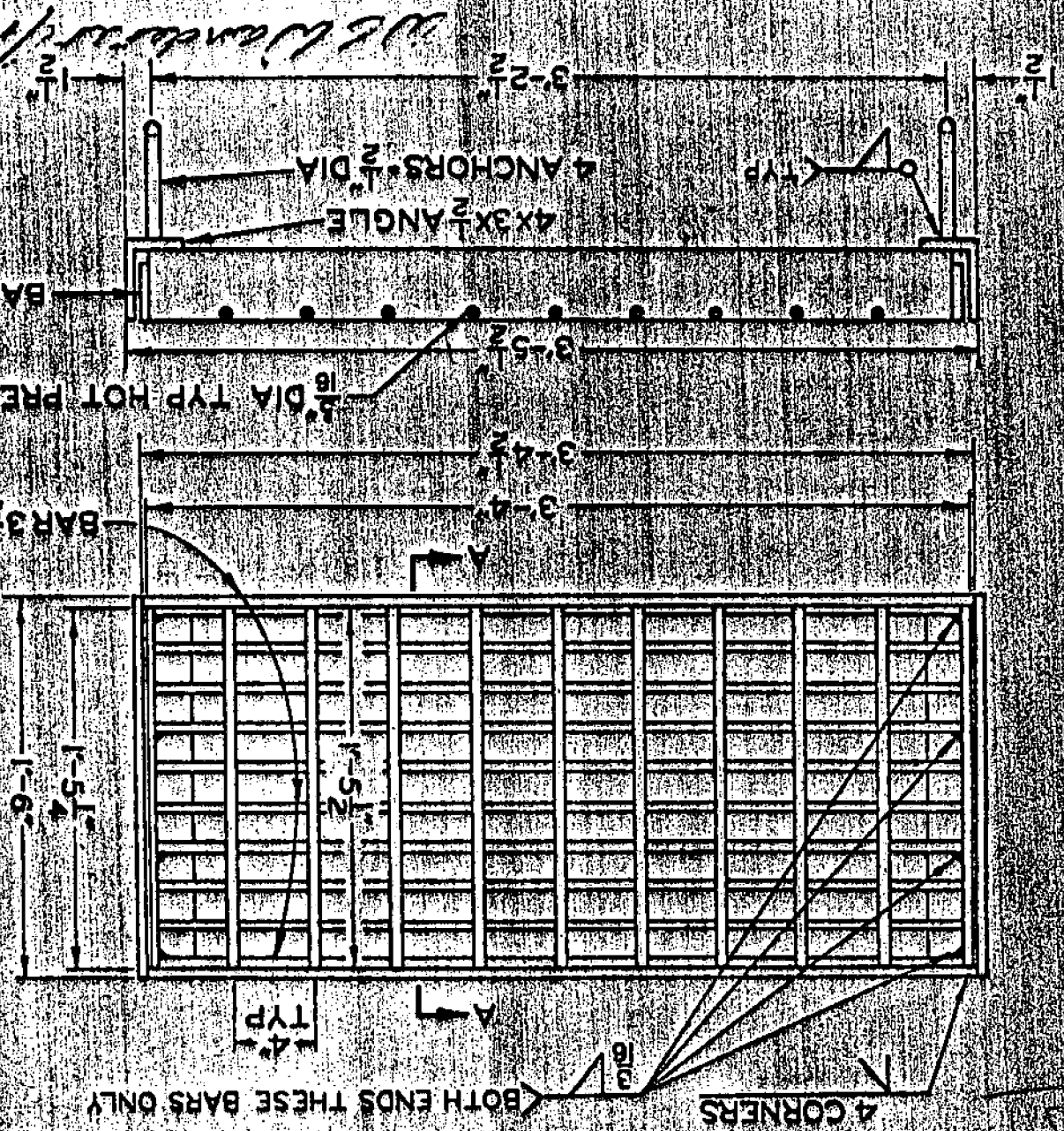
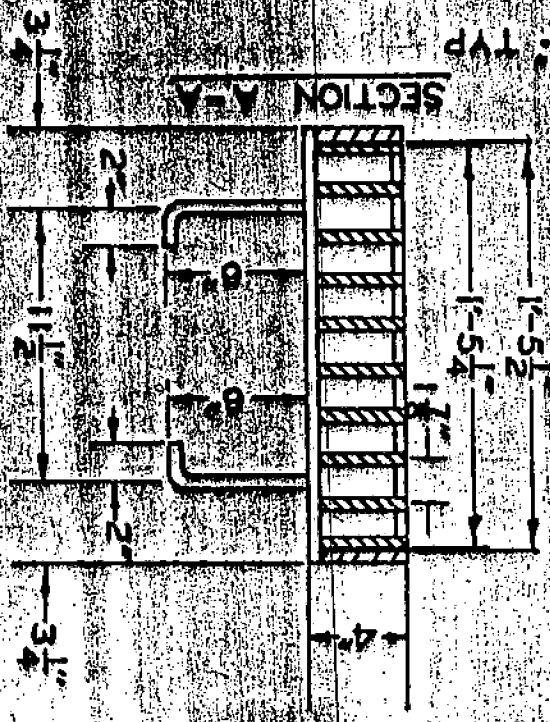
DEPUTY DIRECTOR

SCALE: NONE
DATE: 3-77
DRAWN BY: DAA

R-5

SACRAMENTO COUNTY
DEPARTMENT OF PUBLIC WORKS
DROP INLET FRAME & GRATE
FOR TYPE A, B, & C
DROP INLETS

NOTE:
AT THE CONTRACTOR'S
OPTION, END SPACING OF
CROSS RODS MAY BE 2"
INTERIOR SPACING SHALL
REMAIN 4".



W.C. [unclear]

15

RECEIVED

MAY 1 1989

- Please read this permit carefully before proceeding with work authorized.

CITY OF SACRAMENTO
ENGINEER'S OFFICE

NOTE - All work shall be completed to satisfaction of superintendent named in permit, who shall be notified before any work is started.

RECEIVED
MAR 26 1989

CITY OF SACRAMENTO
ENGINEER'S OFFICE

ENCROACHMENT PERMIT

To City of Sacramento
City Hall, Room 207
915 I Street
Sacramento, CA 95814

Marysville, California
March 25, 19 80

, Permittee

In compliance with your request of October 25, 19 79 and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form and/or attached hereto.

PERMISSION IS HEREBY GRANTED TO widen the existing roadway, to add right-hand storage and turn lanes and curb, gutter, and sidewalk, and to modify the existing traffic signal system along left side of road 03-Sac-50-3.69/3.71.

Work shall be done as shown on the accompanying plans stamped "Jan 23 1980, Received Permits", and as specified in the special provisions, except as modified herein and on the attached "Underground Utilities" requirements.

Should the work authorized herein be done by an individual, firm, or company for the City of Sacramento, he shall make separate application for an encroachment permit and furnish a surety bond in the amount of \$10,000 on a form to be provided by the Department of Transportation to insure the work being done in conformance with the encroachment permit.

The individual, firm, or company shall also pay the actual cost of State inspection, which will be approximately \$30 per hour, including salary, traveling expense (depending on location of work), and other incidental expense of such inspection as specified in General Provision 14 of this permit. The actual cost will depend upon the length of the job and the problems encountered.

The plans indicate an existing SMUD underground 12KV line inside our right of way. The exact location of this line is to be determined before any work proceeds. If the line is in any location other than

(Continued on Page 2)

This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby.

This permit shall be void unless the work herein contemplated shall have been completed before December 31, 19 80

RA:ao

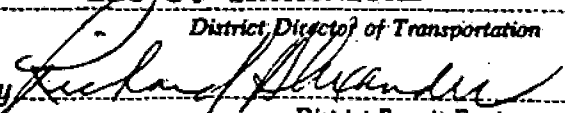
cc W. G. Rigby
P. O. Box 19274
Sacramento, CA 95819
445-2821

DEPARTMENT OF TRANSPORTATION

LEO J. TROMBATORE

District Director of Transportation

By



GENERAL PROVISIONS

1. *Definition.* This permit is issued under Chapter 3 of Division 1 of the Streets and Highways Code. The term encroachment is used in this permit as defined in the said Chapter 3 of said code. Except as otherwise provided for public agencies and franchise holders, this permit is revocable on five days notice.
2. *Acceptance of Provisions.* It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of the provisions.
3. *No Precedent Established.* This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of the expediency of permitting any certain kind of encroachment to be erected within right of way of State highways.
4. *Notice Prior to Starting Work.* Before starting work the Permittee shall notify the District Director of Transportation or other designated employee of the district in which the work is to be done. Such notice shall be given at least three days in advance of the date work is to begin. Unless otherwise specified, all work shall be performed on weekday and during normal working hours of the Grantor's inspector.
5. *Keep Permit on the Work.* This permit shall be kept at the site of the work and must be shown to any representative of the Grantor or any law enforcement officer on demand.
6. *Permits from Other Agencies.* The party or parties to whom this permit is issued shall, whenever the same is required by law, secure the written order or consent to any work hereunder from the Public Utilities Commission of the State of California, or any other public board having jurisdiction, and this permit shall be suspended in operation unless and until such order or consent is obtained.
7. *Protection of Traffic.* Adequate provision shall be made for the protection of the traveling public. Barricades shall be placed with amber lights at night, also flagmen employed, all as may be required by the grantor for the particular work in progress.
8. *Minimum Interference With Traffic.* All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted.
9. *Storage of Material.* No material shall be stored within eight (8) feet from the edge of pavement or traveled way or within the shoulder line where the shoulders are wider than eight feet. No supplies or equipment shall be stored on the highway until permittee is ready to start work.
10. *Clean Up Right of Way.* Upon completion of the work, all brush, timber, scraps and material shall be entirely removed and the right of way left in as presentable condition as before work started.
11. *Standards of Construction.* All work shall conform to recognized standards of construction.
12. *Supervision of Grantor.* All the work shall be done subject to the supervision of, and to the satisfaction of, the Grantor.
13. *Future Moving of Installation.* It is understood by the Permittee that whenever construction, reconstruction or maintenance work on the highway may require, the installation provided for herein shall, upon request of the Grantor, be removed or revised at the sole expense of the Permittee within five days of such notice.
14. *Expense of Inspection.* On work which requires the presence of an employee of the Grantor as inspector, the salary, traveling expense and other incidental expense of such inspection during the work shall be paid by the Permittee upon presentation of a bill therefor.
15. *Liability for Damages.* The Permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the Permittee's part to perform his obligations under the permit in respect to maintenance. In the event any claim of such liability is made against the State of California, or any department, officer, or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless from such claim. This permit shall not be effective for any purpose unless and until the above-named Permittee files with the Grantor, a surety bond in the form and amount required by said Grantor, unless specifically exempted on the face hereof. The requirement that a bond be filed does not apply in the event the Permittee is a governmental board which derives its revenue by taxation.
16. *Making Repairs.* If the Grantor shall so elect, repairs shall be made by employees of the Grantor and the expenses thereof shall be borne by the Permittee. All payments to laborers, inspectors, etc., employed by said Grantor for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written orders, payrolls or vouchers approved by Grantor. Or the Grantor may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.
The Grantor will give reasonable notice of its election to make such repairs. If the Grantor does not so elect, the Permittee shall make such repairs promptly. In every case the Permittee shall be responsible for restoring any portion of the highway which has been excavated or otherwise disturbed to its former condition as nearly as may be possible except where the Grantor elects to make repairs as above provided in this paragraph and except where provision to the contrary is made in the typewritten portion of the permit. Existing improvements shall be protected, or relocated as required by work authorized by this permit. If existing improvements are damaged or their operation impaired by this work, they shall be replaced or restored to the satisfaction of the Grantor.
17. *Care of Drainage.* If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the Grantor.
18. *Submit Location Plan.* Upon completion of underground or surface work of consequence, the Permittee shall furnish plan to the Grantor's District Office showing location and details.
19. *Maintenance.* The Permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the highway and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the highway which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all injury to the highway which would not have occurred had such work not been done or such encroachment not placed therein.

PIPES, CONDUITS, GAS PUMPS, ETC.

20. *Crossing Roadway.* Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically permitted on the face hereof. Service pipes will not be permitted inside of metal culvert pipes used as drainage structures.
21. *Limit Excavation.* No excavation is to be made closer than eight (8) feet from the edge of the pavement except as may be specified.
22. *Tunneling.* No tunneling will be permitted except on major work as may be specifically set forth on the face hereof.
23. *Depth of Pipes.* There shall be a minimum of 30 inches of cover over all pipes or conduits.
24. *Backfilling.* All backfilling is to be moistened as necessary and thoroughly compacted to required dry density per cubic feet. Whenever required by the Grantor, a trench crossing the roadway shall be backfilled with gravel or crushed rock.

- 25. *Surfacing.* After proper backfilling, base and surfacing shall be replaced in kind, and the site restored to its original condition, all to the satisfaction of the Grantor.
- 26. *Maintain Surface.* The Permittee shall maintain the surface over structures placed hereunder as long as necessary.
- 27. *Pipes Along Roadway.* Pipes and utilities paralleling the pavement shall be located at the distance from traveled way and at such depth as specifically directed on the face hereof. Cutting of tree roots will not be permitted.

POLES, WIRES, CABLES AND OVERHEAD STRUCTURES

- 28. *Location Pole Lines, etc.* Pole lines shall be located one foot from the property line unless otherwise specified on the face hereof.
- 29. *Public Utilities Commission Orders.* All clearances and type of construction shall be in accordance with the applicable orders of the Public Utilities Commission of the State of California.
- 30. *Permission from Property Owners.* Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.
- 31. *Clearance of Trees.* Poles must be of such height as to permit clearance over a tree 40 feet in height, where quick growing trees are in place. At locations where slow growing trees are in place, normal construction standard may be followed at the option of the pole line company, with provision to ultimately clear a 40-foot tree.
- 32. *Guy Wires.* No guy wires are to be attached to trees except on specific authority and in no event shall they be so attached as to girdle the tree or interfere with its growth. Guy wires shall be kept at a minimum elevation of six feet above the ground whenever so directed.
- 33. *Clearing Around Poles.* The Permittee shall remove and keep clear all vegetation from within a radius of at least five feet of the poles.
- 34. *Painting or Visibility Strips.* All poles are to be painted for a distance of six feet above the ground using white lead and oil or aluminum paint or in lieu thereof, when poles have creosoted butts, wood, metal or other approved type of visibility strips may be placed. Wood strips are to be Douglas fir 1" x 3"—5' long placed on 6" centers about the base of pole and painted with white lead and oil or aluminum paint. If metal strips are used such strips may be placed either vertically or horizontally. Paint is to be renewed as often as may be required to maintain a satisfactory covering. If not painted when installed or renewed as the Grantor may consider necessary, the right is reserved to have this painting done and the Permittee hereby agrees to bear the cost thereof under the terms of this permit.
- 35. *Remove Old Poles, Guys and Stubs.* The entire length of such timbers shall be removed from the ground and the holes backfilled and thoroughly tamped. In paved areas, temporary A.C. surfacing shall be placed until such time as permanent repairs are made.

PLANTING TREES

- 36. *Location and Species.* The location and kind of trees to be planted shall be specified on the face of this permit.
- 37. *Planting and Maintenance Cost.* The Permittee must bear the cost of planting the trees. The arrangement as to maintenance of the trees shall be specifically set forth on the face of the permit. In particular cases arrangements may be made for the Grantor to do this work upon deposit of a certain sum for each tree which is to be planted. The Grantor reserves the right to assume the maintenance or to decline to do so as conditions justify.
- 38. *Group Planting.* The cost of group plantings and similar special work which may be agreed upon with the Grantor shall be borne by the Permittee. Land for such plantings shall be secured in fee by the Permittee and turned over to the State. Plantings for parking and picnic grounds will not be considered in this connection.

REMOVAL OR TRIMMING OF ROADSIDE TREES

- 39. *Removal of Trees.* When permit is granted for removal of a tree as an independent operation or as a part of other work, the entire stump shall be taken out for a depth of at least two feet below the ground surface or pulverized with a rotary stump grinder.
- 40. *Clearing the Site.* All timber and debris shall be removed from the right of way. The hole left by the stump shall be backfilled and thoroughly tamped and the site left in a presentable condition.
- 41. *Trimming of Trees.* In general, only light trimming of branches two inches or less in diameter will be permitted and only when specifically so stated on the face hereof. The shapeliness of the tree must be preserved.
- 42. *Inspection.* If the permit requires inspection by the Grantor during progress of the work the cost of inspection shall be borne by the Permittee. No charge will be made for occasional routine inspection.

Road Approaches, Connecting Pavements and Minor Work

- 43. *Grades and Specifications.* Grades and types of construction shall be as detailed by plans or stated on the face of this permit.
- 44. *Borrow and Waste.* Only such borrow and waste will be permitted and within the limits as set forth on the face of this permit.
- 45. *Minor Work.* Grading down of small banks, small ditches, placing of awnings, and other similar minor work shall be governed by the general provisions and as detailed on the face hereof.

Signs

- 46. *Clearance of Signs.* The minimum clearance from the sidewalk shall be twelve feet unless otherwise provided as a provision of this permit.

Railroad Crossings

- 47. *Safety and Convenience.* The future safety and convenience of the traveling public shall be given every consideration in the location and type of construction.
- 48. *Meet Highway Grade.* The grade and superelevation of the track must conform to the grade of the highway at point of crossing.
- 49. *Width of Paving.* The crossing shall be planked or paved as may be specified on the face of this permit for the full roadway and shoulder width.

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shown on the plans, an "As Built" plan showing the exact location shall be submitted.

In no case shall the embankment slope be steeper than 1-1/2:1.

The extension of the 24-inch culvert with flared end section will be done in such a manner as to receive water from the asphalt concrete path.

The City of Sacramento as lead agency has prepared a Negative Declaration in accordance with CEQA Guidelines.

The work shall be conducted and completed to the satisfaction of Mr. W. G. Rigby, Department of Transportation's representative, whose office shall be notified at least one day before any work is started by telephoning Sacramento, 445-2821.

Upon completion of work, please fill in and mail the attached postcard.

ATTENTION IS DIRECTED TO GENERAL PROVISIONS ON INSIDE FOLDER.

Special attention is directed to General Provision 19.

UNDERGROUND UTILITIES

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- 100 The encroachment shall be located outside the highway pavement except at crossings and as otherwise specified by this permit. Any exception to this must have special justification and be authorized by written permission from the California Department of Transportation's (Caltrans) representative.
- 101 Facilities crossing under the traveled way shall be placed in steel casings or sleeves providing a minimum of 4 inches clearance.
- 102 Casings shall be placed beneath the pavement by boring and jacking methods. In unusual situations, open trenching methods may be used if written approval is secured from the Caltrans' representative. Open trenching method does not delete the requirement for the casing or sleeve unless specifically stated in the written approval.
- 103 Casings shall extend at least 8 feet beyond the edge of the paving or 5 feet from a line at a 1:1 slope from the hinge point, whichever is greater. No open excavation will be permitted within these limits. In access control areas, the casing shall extend from access control to access control unless otherwise specified on face of permit.
- 104 The diameter of the excavated hole shall not be more than 0.1 foot greater than the outside diameter of the pipe which shall be by dry bore only. Sluicing and jetting with water will not be permitted. When material tends to cave in from outside these limits, a shield shall be used ahead of the first section of pipe or the face of excavation shall not extend beyond the end of the pipe greater than 1-1/2 feet unless permitted by the Caltrans' representative. Areas resulting from caving or excavating outside the above limits shall be backfilled with sand or grout which will fill the voids.
- 105 The facility shall be placed at a depth to provide a minimum cover of 30 inches unless the facility falls into the category of low and high risk materials. Low and high risk materials shall be provided a minimum cover of 42 inches.
- 106 Backfill shall be performed in accordance with the attached "Backfill Requirements".
- 107 In populated area, care shall be used to avoid excessive noise, dust, and other unnecessary disturbances. Trenching across private driveways shall be scheduled so as to minimize inconvenience to the owner. The trench shall be backfilled immediately.
- 108 Existing improvements shall be protected or relocated as required by work authorized by this permit. If existing improvements are damaged or their operation impaired by this work, they shall be replaced or restored to the satisfaction of the Caltrans' representative. Such work shall be done immediately if requested by the Caltrans' representative.

- 15
- 109 If any work is being done in the area by Caltrans, all work authorized by this permit shall be coordinated with the State's contractor so that it will not interfere with his work. The Permittee shall further hold the State free from liability for delays and/or inconveniences caused to the State's contractor or under construction.
- 110 If cut slopes are disturbed, they shall be restored and scaled to the satisfaction of Caltrans' representative.
- 111 If explosives are used, the Permittee shall hold the State free from all liability and shall take adequate measures to protect property.
- 112 DELETED.
- 113 No excavation and backfill will be permitted when snow is present or ground is frozen unless written permission is secured from the Caltrans' representative.
- 114 Standard signing and flagging procedures shall be employed according to the enclosed "Standard Signs" and "Instructions to Flagmen". Should any deviation from these procedures be observed all work shall be suspended until satisfactory steps have been taken to insure compliance.
- 115 Work shall not interfere with traffic and no equipment shall be parked on or operated from the traveled way unless approved by the Caltrans' representative. When lane closure is authorized, it shall be done in accordance with the attached "Road Work Lane Closure". If lane closure is authorized, work shall be confined to one lane; equipment and/or material shall not encroach beyond the painted lane line.
- 116 No excavation shall be left open overnight without written permission from Caltrans' representative or unless otherwise specified herein.
- 117 Before any work is started Permittee shall contact local utility companies for possible interference with their facilities.
- 118 If Permittee elects to place a boring pit inside the "no access" limits, a temporary chain link fence with lath shall be erected around the proposed boring pit and connected to the existing right of way fence before digging said pit to prevent pedestrians or animals from entering the freeway. No access to the work area shall be allowed from the State right of way.
- 119 Any underground utilities under cathodic protection, Permittee shall perform stray current interference tests and perform any necessary corrective measures recommended by Caltrans.

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Permittee shall notify the Corrosion Engineer, Materials and Research Department, Department of Transportation, Sacramento, (phone 916/444-4787) three days in advance of the above test and an inspector from the Materials and Research Department will be assigned to the job while the test is being conducted.

- 120 Before commencing work, proof of a valid Department of Industrial Safety (DIS) permit shall be presented if work consisting of trenches or excavations which are five feet or deeper into which a person is required to descend is to be conducted.

If there is a question regarding the proposed work, as to whether or not a DIS permit is required pursuant to the provisions of Section 6500 of the Labor Code, Permittee will be required to show proof in writing from DIS that a permit is not required or present a DIS permit.

- 121 Excavation for any trench, including boring pits, five feet or more in depth shall not begin until the Permittee has received approval, from the Permit Engineer, of the Permittee's detailed plan for worker protection and highway facilities from the hazards of caving ground during the excavation of such trench or boring pits. Such plan shall be submitted at least ten working days before the Permittee intends to begin excavation for the trench or boring pits and shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation.

No such plan shall allow the use of shoring, sloping, or a protective system less effective than that required by the Construction Safety Orders of DIS, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Special attention is directed to DIS Construction Safety Orders Sections 1540(c) (4) and (J).

- 122 If a tunnel is involved in the permit work, the Permittee shall arrange and hold a pre-job safety conference with representatives of DIS, Caltrans, Permittee, (and tunnel contractor if sub-contracted), and employees.

This requirement applies to any tunnel 30 inches or greater in diameter and 100 feet or more long, regardless of whether any employee enters the tunnel or to any tunnel, without regard to diameter or length, that any employee enters.

To arrange for a pre-job safety conference, contact:

The Division of Industrial Safety
Mining and Tunneling Section
2422 Arden Way, Suite 55
Sacramento, CA 95825

Phone: 916/920-6361

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123 Any underground work within the drip line of any trees on State right of way shall conform to the following requirements:

1. No trees shall be removed unless specifically authorized on the face of the encroachment permit.
2. No roots over 2 inches in diameter shall be cut.
3. Hand trenching and tunneling will be required when excavation exposes roots 2 inches in diameter or larger.
4. Roots 2 inches in diameter or larger which are exposed to the air shall be kept moist.
5. Roots 2 inches in diameter or larger which are accidentally damaged shall be treated with material approved by the District Landscape Specialist.
6. If roots 2 inches in diameter or larger are cut or broken the tree shall be trimmed to compensate for the decreased root system. Such trimming shall be done to the satisfaction of Department of Transportation's District Landscape Specialist.
7. Manholes or boring pits shall not be installed within 20 feet of any tree trunk.
8. All work shall be done to the satisfaction of Department of Transportation's District Landscape Specialist, who shall be notified at least one day in advance of working within the drip line of any trees by telephoning 916/674-4208.

124 In the event that archaeological resources are revealed during activities covered under this permit, work shall cease in the vicinity of the archaeological materials until a qualified archaeologist retained by the permittee can evaluate the situation and make recommendations concerning the continuation of the work. The Permit Engineer shall be immediately notified of any archaeological resources uncovered and shall be advised by the permittee's archaeologist of his/her recommendations.

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ADDITIONAL PERMIT REQUIREMENTS

The permittee for himself, his personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree

- (1) that no person on the ground of race, color or national origin shall be excluded from participation in the use of said facilities,
- (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination.
- (3) that the permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Acts of 1964, and as said regulations may be amended.

That in the breach of any of the above nondiscrimination covenants, the State of California, shall have the right to terminate the permit and to re-enter and reposses said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

All work shall be done in accordance with the applicable sections of the Standard Specifications of the Department of Transportation currently in use as of the date of issuance of the permit. Special attention is directed to Section 7-1.01 entitled "Laws to be Observed" and Section 7-1.06 entitled "Safety Provisions".

The permittee shall comply with all safety requirements as set forth in the Federal Occupational Safety and Health Act of 1970 (Public Law 91-596).




















Whenever the term "Contractor" is used in the Standard Specifications the intent and meaning shall be interpreted as "Permittee".

Permittee shall secure any necessary permits from local, Federal, or other State agencies.

Any changes in conditions or characteristics under which this permit was issued may be cause for reevaluation of the permit. Any revisions resulting from the reevaluation shall be at the Permittee's expense. This shall also include the grantor's cost, which shall be paid by the Permittee upon presentation of a bill therefor.

STANDARD SIGNS

15

C1  48" x 48"	C9  48" x 48"	C16  48" x 48"	C18  48" x 48" 72" x 72" *	C20  48" x 48"	C21  48" x 48"	
C22  30" x 30"	C23  30" x 30"	C24  30" x 30"	C25  30" x 30"	C30  30" x 30" 48" x 48" *	C4  24" x 24"	C27  24" x 24" 36" x 36" *
C5  48" x 18"	C7  30" x 18"	C13  60" x 24"	C14  42" x 18"	C28A  24" Dia.	C28A  24" Dia.	

*To be used on freeways, expressways, and at high speed locations.

Traffic control shall conform to current Manual of Warning Signs, Light and Devices for use in performance of work upon highways. All signs shall have orange background with black letters, except the "Stop" signs shall have white letters with red background.

All signs shall be mounted so that the bottom of the sign is at least 18 inches above the edge of pavement.

C23 Sign to be used in advance of minor construction or maintenance operations in the roadway. To be displayed only when work is actually being performed. This sign shall be displayed 500 feet in advance of other signs.

C18 Sign to be used in advance of major construction operations. This sign shall be permanently displayed if the existing roadway and/or shoulder areas are impaired or disturbed. Shall be displayed 500-1,500 feet in advance of work limits.

C9 Sign shall be displayed 500 feet in advance of flagman. This sign is to be displayed only when flagman is on duty.

C20 Sign to be used when it is necessary to close one lane of a multi-lane road as shown on the enclosed sheet.

BACKFILL REQUIREMENTS

A. Backfill Within the Existing or Proposed Paved Areas:

1. Material for use as structure backfill shall have a sand equivalent of not less than 20. The percentage composition by weight as determined by laboratory sieves shall conform to the following grading:

<u>Sieve Sizes</u>	<u>Percentage Passing Sieves</u>
3"	90-100
No. 4	35-100
No. 30	20-100

Backfill material shall be placed in horizontal, uniform layers not exceeding 8 inches in thickness, before compaction, and shall be brought up uniformly on all sides of the structure or facility. Each layer of backfill shall be compacted to a relative compaction of not less than 95 percent.

2. The upper 8 inches shall consist of 6 inches Class D high early strength portland cement concrete (7 sack Type III cement) with 2 percent calcium chloride by weight of cement and 2 inches asphalt concrete shall be placed outside the underlying trench to a minimum distance of one foot on each side. Pavement shall be cut to a neat, straight line with saw, abrasive wheel, or spade bit.
3. For paved shoulders only, at the discretion of the Department of Transportation's representative, and providing he gives written approval, Provision A may be waived and Provision B backfill requirements shall apply.

B. Backfill in Paved Shoulder Areas:

The backfill to within 14 inches of the existing or proposed profile grade shall conform to A.1. above. The upper 14 inches shall consist of 12 inches Class 2 aggregate base compacted to a relative compaction of not less than 92 percent, covered with a tack coat of liquid asphalt and 2 inches asphalt concrete rolled and compacted to a smooth, even finish.

C. Backfill in Unpaved Shoulder Areas:

The backfill to within 12 inches of the existing or proposed profile grade shall conform to A.1. above, except that the compaction shall not be less than 90 percent. The upper 12 inches shall consist of Class 2 aggregate base compacted to not less than 90 percent.

Backfill Requirements - Continued

D. Backfill Outside of Highway Shoulders:

The backfill material may consist of material from excavation, free from stones or lumps exceeding 3 inches, vegetable matter, or other unsatisfactory material, and shall be compacted in lifts not exceeding 8 inches to a relative compaction of 90 percent. When the material from excavation is unsuitable for use as backfill, it shall be disposed of and replaced with material meeting the above requirements of A.1.

Excess material shall be disposed of outside the State right of way or at a location designated by Department of Transportation's representative.

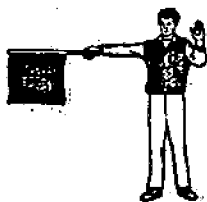
Note: Wherever relative compaction is specified to be determined by Test Method No. Calif. 216, the relative compaction will be determined by Test Method No. Calif. 231. The in-place density required by Test Method No. Calif. 312 will be determined by Test Method No. Calif. 231.

FLAGGING PROCEDURES

SIGNS, FLAGS, CONES, AND PROPERLY EQUIPPED AND TRAINED FLAGMEN SHALL BE IN PLACE BEFORE ANY ROADWAY OPERATIONS ARE STARTED

The following methods of signaling, with either a paddle or a flag, should be used. A paddle should be used if available - it may be either hand held or supported by a staff.

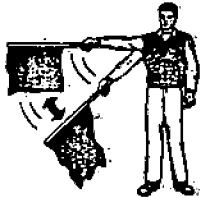
1 To Stop Traffic - The flagman shall face traffic and either extend the flag horizontally across the traffic lane in a stationary position so that the full area of the flag is visible hanging below the staff, or hold the stop paddle in a vertical position at arms length. For greater emphasis, the free arm may be raised with the palm toward approaching traffic.



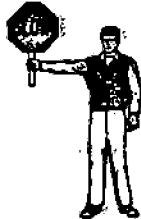
TO STOP TRAFFIC



2 Where It Is Desired To Alert Or Slow Traffic - The flagman shall face traffic and slowly wave the flag in a sweeping motion of the extended arm from the shoulder level to straight down without raising the arm above a horizontal position, or hold the slow paddle in a vertical position at arms length. For added emphasis, the flagman may slowly raise and lower his free hand with the palm down.



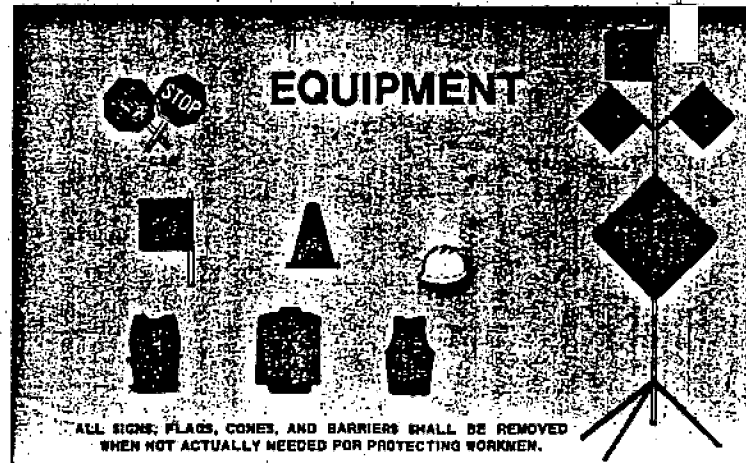
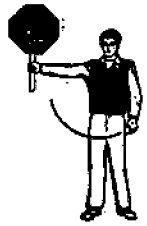
TO ALERT AND SLOW TRAFFIC



3 When It Is Safe For Traffic To Proceed - The flagman shall stand parallel to the traffic movement, and either with flag and arm lowered from view of the driver, or with slow paddle held in a vertical position, motion traffic ahead with his free arm. Flags shall not be used to signal traffic to proceed.



TRAFFIC PROCEED



EQUIPMENT

ALL SIGNS, FLAGS, CONES, AND BARRIERS SHALL BE REMOVED WHEN NOT ACTUALLY NEEDED FOR PROTECTING WORKMEN.

INSTRUCTIONS TO FLAGMEN

Since flagmen are responsible for human safety and make the greatest number of public contacts of all construction and maintenance personnel, it is important that qualified personnel be selected. Flagmen shall be trained in the proper fundamentals of flagging traffic before being assigned as flagmen.

Because of the flagman's extremely exposed position with a high accident potential, alternate effective means of control should be used wherever possible.

A critical examination should be made of each road-work job to determine if flagging is necessary, and, if so, what is the minimum level that can be used commensurate with job and safety needs. Flagmen are used basically at locations where it is necessary to change traffic controls frequently. Examples are the stopping of through traffic for equipment movement and alternate directional use of a single traffic lane. For these functions the flagman must, at all times, be clearly visible to approaching traffic for a distance sufficient to permit proper response by the motorist to flagging instructions, and to permit traffic to reduce speed before entering the work site. The distance between the flagman and the work site varies with the approach speed of traffic, roadway geometrics and physical conditions. This distance in urban areas where speeds are low and

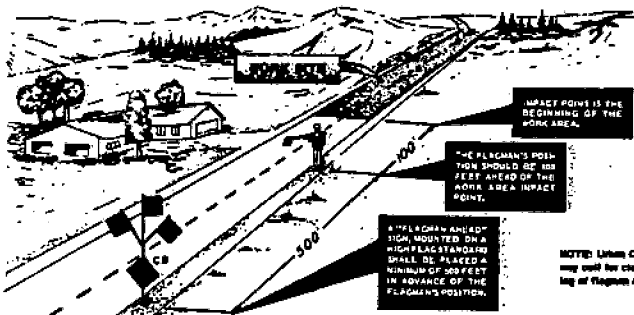
streets closely spaced will necessarily be shorter than for open highway conditions.

The flagman must be protected and the material forwarded by his presence by the use of advance warning signs, a high flag, standard, and, where appropriate, cones or other delineators.

The use of orange vests, jackets, or shirts shall be required for all flagmen. All flagmen performing operations during hours of darkness shall be outfitted with a reflectorized garment.

During hours of darkness, flagman stations shall be illuminated such that the flagman will be clearly visible to approaching traffic. Lights for illuminating the station shall be approved by the Engineer of the public agency or authority having jurisdiction over the highway. Flagging procedure (signaling) shall be the same as those prescribed for day work. Under emergency conditions the flagman may use a flashlight and hand signals to direct traffic, until proper illumination can be effected.

Hand held flags for signaling purposes should be a minimum of 24" x 24" in size, and red or fluorescent red in color. Flags used in conjunction with advance warning signs should be a minimum of 18" x 18" in size, and orange or fluorescent orange or red in color.



IMPACT POINT IS THE BEGINNING OF THE WORK AREA.

THE FLAGMAN'S POSITION SHOULD BE 100 FEET AHEAD OF THE WORK AREA IMPACT POINT.

A REFLECTORIZED SIGN, MOUNTED ON A HIGHLY EXTENDING POLE, SHALL BE PLACED A MINIMUM OF 500 FEET IN ADVANCE OF THE FLAGMAN'S POSITION.

NOTE: Urban Conditions may call for closer spacing of flagmen and signs.

*Please refer to "Manual of Traffic Control" for additional traffic control devices.

YOU HAVE A RESPONSIBLE JOB

Safety - depends on uniformity in flagging procedures.



NEVER USE A FLAG OR PADDLE TO WAVE TRAFFIC AHEAD.

You are protecting your crew. You are helping to prevent traffic conflicts. You are representing your organization in the eyes of the public.

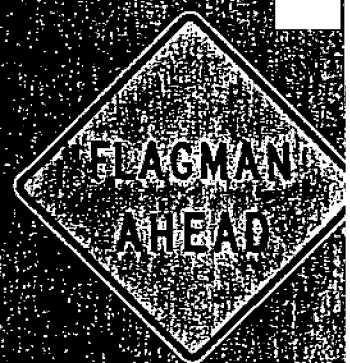
ALWAYS:

- BE POSITIVE
- BE COURTEOUS
- BE BRIEF

Always - Be positive. Be courteous. Be brief. Inform driver, if possible, of the reason for any delay. Explain in few words. Do not argue with or defend delinquent drivers. Use "thank you" whenever possible.

Safety FOR YOU THE CREW THE PUBLIC

INSTRUCTIONS TO FLAGMEN



California Department of Transportation