

27

DEPARTMENT OF
PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

CITY OF SACRAMENTO
CALIFORNIA

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

916-449-8220

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

916-449-5282

APPROVED
BY THE CITY COUNCIL

DEC 5 1989

OFFICE OF THE
CITY CLERK

CO 89033

December 5, 1989

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: K Street Mall Sidewalk Treatment between 12th and 13th Streets - Project Approval, Fund Appropriation, Waiver of Competitive Bidding and Authorization to Execute a Sole Source Contract (PN:XXXX)

SUMMARY

Treatment of the K Street Mall sidewalk between 12th and 13th Streets is needed to increase the slip resistance of the sidewalk surface. Due to the special site specific requirements for effective treatment and to the need to expedite the required corrective measures, it is requested that formal competitive bidding procedures be waived and authorization be given to negotiate and execute a sole source contract for the treatment of the sidewalk. This item was considered by the Budget and Finance Committee at its meeting of December 5, 1989.

BACKGROUND

Special surface treatment, including concrete coloring, various textural finishes, and placement of granite pavers, was employed in the construction of the K Street Mall sidewalk adjacent to the Hyatt Regency Hotel (between 12th and 13th Streets). After placement of the concrete and pavers, a sealer produce was applied to the sidewalks on K Street to protect the surface from staining. Since completion of the construction, a number of

City Council
K Street Mall Sidewalk PN:XXXX
December 5, 1989
Page 2

slips and falls of pedestrians have been reported when the concrete surface is wet.

The sidewalk was sandblasted last winter. Although this improved slip resistance to a degree, it appears that additional corrective measures are required to rectify the problem. Several alternatives to remove the sealer and alleviate the slipping problem have been investigated, including sandblasting, high pressure water/steam blasting, application of a strong cleaning solution, and application of chemical etching solution. The two blasting procedures have been tested on the mall with marginal success. The chemical etching process is much more aggressive and potentially damaging to both the concrete color and texture. The cleaning solution has been applied to a test area by a specialty contractor that has a good track record of servicing a variety of similar maintenance needs. There has been a noticeable increase in the slip resistance in this area and the treatment appears to be the most viable alternative available at this time.

To expedite the treatment process and minimize the possibility of further slips occurring, it is recommended that competitive bidding be waived and that a contract be negotiated and executed with River City Maintenance to perform the needed work.

FINANCIAL DATA

It is estimated that the proposed work will cost \$37,000. The costs will be shared between the Sacramento Housing and Redevelopment Agency and the City of Sacramento. Funds to cover these costs are available in the General Fund Contingency (101), which has a current balance of \$702,000, and the SHRA Self Insurance Fund (SHRA Fund 20).

POLICY CONSIDERATIONS

None.

MBE/WBE EFFORTS


The proposed contractor is not an MBE/WBE firm.

City Council
K Street Mall Sidewalk PN:XXXX
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RECOMMENDATION

It is recommended that the City Council approve the project and fund appropriation, waive competitive bidding and authorize negotiation and execution of a sole source contract with River City Maintenance by adoption of the attached resolution.

Respectfully submitted,


for THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:



WALTER J. SLIPE
City Manager

Approved:

MELVIN H. JOHNSON
Director of Public Works

December 5, 1989
District No. 1

CONTACT PERSON

N. Dee Lewis, Supervising Engineer
449-8230

CQ:NDL:jr
EA1-03.B

Attachment

RESOLUTION NO. 89-921

ADOPTED BY THE SACRAMENTO CITY COUNCIL

APPROVED
BY THE CITY COUNCIL

DEC 5 1989

ON DATE OF _____

OFFICE OF THE
CITY CLERK

RESOLUTION ESTABLISHING K STREET MALL
SIDEWALK TREATMENT PROJECT,
APPROPRIATING PROJECT FUNDS, WAIVE COMPETITIVE BIDDING,
NEGOTIATE AND EXECUTE A SOLE SOURCE CONTRACT (PN:XXXX)

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

1. The 1989/90 Capital Improvement Program is hereby amended by establishing the K Street Mall Sidewalk Treatment Project and appropriating \$18,500 from the General Fund Contingency (101-710-7012-4999) as follows:

101-500-XXXX-4831	\$ 675
101-500-XXXX-4880	450
101-500-XXXX-4881	175
101-500-XXXX-4924	<u>17,200</u>
	\$ 18,500

2. The 1989/90 Capital Improvement Program is further amended by transferring \$18,500 from the Sacramento Housing and Redevelopment Agency Self Insurance Fund 20 as follows:

206-500-XXXX-4831	\$ 675
206-500-XXXX-4880	450
206-500-XXXX-4881	175
206-500-XXXX-4924	<u>17,200</u>
	\$ 18,500

3. The 1989/90 Revenue Budget is amended by recognizing revenue as follows:

206-XXX-XXXX-3599	\$ 18,500
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4. Formal competitive bidding procedures are hereby waived for this project.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

City Council
K Street Mall Sidewalk PN:XXXX
December 5, 1989
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5. The City Manager is hereby authorized to negotiate and execute a sole source contract with River City Maintenance for the treatment of the K Street Mall Sidewalk between 12th and 13th Streets for an amount not to exceed \$34,400.

MAYOR

ATTEST:

CITY CLERK

EA1-03.B

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____



DEPARTMENT OF
PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

CITY OF SACRAMENTO
CALIFORNIA

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

916-449-8220

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

916-449-5282

December 5, 1989

Budget and Finance Committee
Sacramento, California

Honorable Members In Session:

SUBJECT: K Street Mall Sidewalk Treatment between 12th and 13th
Streets - Project Approval, Fund Appropriation, Waiver
of Competitive Bidding and Authorization to Execute a
Sole Source Contract (PN:XXXX)

SUMMARY

Treatment of the K Street Mall sidewalk between 12th and 13th Streets is needed to increase the slip resistance of the sidewalk surface. Due to the special site specific requirements for effective treatment and to the need to expedite the required corrective measures, it is requested that formal competitive bidding be waived and authorization given to negotiate and execute a sole source contract for an amount not to exceed \$34,400 for the treatment of the sidewalk.

BACKGROUND

See the attached report to the City Council.

FINANCIAL DATA

It is estimated that the proposed work will cost \$37,000. The costs will be shared between the Sacramento Housing and Redevelopment Agency and the City of Sacramento. Funds to cover these costs are available in the General Fund Contingency (101), which has a current balance of \$702,000, and the SHRA Self Insurance Fund (SHRA Fund 20).

Budget and Finance Committee
K Street Mall Sidewalk PN:XXXX
December 5, 1989
Page 2

POLICY CONSIDERATIONS

None.

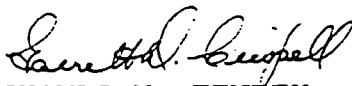
MBE/WBE EFFORTS

The proposed contractor is not an MBE/WBE firm.

RECOMMENDATION

It is recommended that the Budget and Finance Committee recommend approval of the proposed fund appropriation and forward the report to the full City Council for adoption of the attached resolution.

Respectfully submitted,


for THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:

Approved:

JACK R. CRIST
Deputy City Manager

MELVIN H. JOHNSON
Director of Public Works

CONTACT PERSON
N. Dee Lewis, Supervising Engineer
449-8230

December 5, 1989
District No. 1

CQ:NDL:jr
EA1-04.B

Attachment



12-5-87

27

CO 89033

**DEPARTMENT OF PARKS
AND COMMUNITY SERVICES**

**CITY OF SACRAMENTO
CALIFORNIA**

1231 I STREET
SUITE 400
SACRAMENTO, CA
95814-2977

ROBERT P. THOMAS
DIRECTOR

916-449-5200

G. ERLING LINGGI
ASSISTANT DIRECTOR

DIVISIONS:
CROCKER ART MUSEUM
GOLF
METROPOLITAN ARTS
MUSEUM AND HISTORY
PARKS
RECREATION
ZOO

WALTER S. UEDA
DEPUTY DIRECTOR

November 8, 1989

THE REMOVAL OF PAVING SEALANT ON THE K STREET MALL

Bid Date: Friday, November 17, 1989

Time: 12:00 Noon

Location: Office of David Spease, Landscape Architect
City of Sacramento
Department of Parks and Community Services
1231 I Street, Suite 400
Sacramento, CA 95814

The undersigned hereby proposes and agrees to furnish all labor, tools, materials, and equipment necessary to perform the field improvements shown on the attached drawings in conformity with these Special Provisions. Bid must be in writing. Contract days: 10 working days.

For contracts over \$2,000, Contractor shall be required to pay prevailing wages. Contractor must submit certified payroll on form supplied by this office before payment is made.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Total Price</u>
1.	Removal of Paving Sealant on the K Street Mall	L.S.	<u>\$32,775.00</u>

Contractor River City Maintenance Inc.

By Ronald Gleser Title President

Address 801 South River Road

West Sacramento, CA. 95691

Phone No. 916-371-1190 Contractor's Licence No. 5926

ITEMS OF THE PROPOSAL

Item No. 1 - Removal of Paving Sealant on the K Street Mall

This item shall consist of the removal of approximately 34,000 square feet of paving sealant on the K Street Mall between 12th and 13th Streets in conformity with these Special Provisions.

A. General.

1. During the course of work, all emergency vehicles, fire and police, shall have access to this portion of the mall at all times.
2. All businesses shall be accessible at all times. When working in front of business establishments, work shall be done so that there is minimal impact on customer ingress and egress. Contractor shall coordinate with each business owner the hours to be worked in front of his establishment.

With prior approval from the Landscape Architect, work may be performed at hours convenient for the Contractor and business owner such as, early morning (before 8 AM) or late afternoon (after 5 PM).

3. Parking on the mall will not be permitted, unless the vehicle is necessary on the job. Each vehicle must have an access permit, which may be obtained, free of charge, from the Parking Control Division, located at 1023 J Street, Room 202.

Private automobiles are not allowed on the mall at any time.

B. Procedure.

1. The existing surface is Bomacron, a stamped concrete paving, sealed to prevent oil stains.
2. The product and the method used to remove the sealant shall be certified to be environmentally safe by the manufacturer. All fluids resulting from the process shall be disposed of as directed by the manufacturer of the product. Disposal shall also be performed in an environmentally safe manner and approved by the City .

Contractor shall submit the product to be used to the Landscape Architect for his approval prior to start of work.

Payment shall be made at the lump sum price bid for Removal of Sealant from the K Street Mall, which price shall include full compensation for all labor, materials, tools and equipment necessary to complete this item.

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.

River City Maintenance Inc.

Bidder

By *Ronald J. Hester*

Title President

Address 801 South River Road

West Sacramento, CA. 95691

Date 12/4/89

PLEASE READ CAREFULLY BEFORE SIGNING

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

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

AGREEMENT

This Agreement dated for identification as of 12/4/89, between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter called "City") and River City Maintenance Inc. (hereinafter called "Contractor").

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

1. THE WORK

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of the City all the work called for and in the manner designated in and in strict conformity with the contract documents entitled Removal of Paving Sealant on the K Street Mall. In addition to the above-listed contract documents, the following documents shall also be included: this agreement, the standard City specifications, and any other plans or technical specifications.

2. PAYMENTS

City agrees to pay and Contractor agrees to accept in full payment for the above work in the sum of \$ 32,775.00, which sum is to be paid according to the schedule and the manner set forth herein and subject to additions, deductions, and withholding as provided in the contract documents.

3. METHOD OF PAYMENT

Subject to the terms and conditions of the contract, City shall cause payment to be made upon demand of the contract as follows: On the first of the month, Contractor shall present to the City Engineer a statement showing the amount of labor and materials incorporated in the work during the preceding month; the City Engineer shall inspect the statement and, if the City Engineer approves the statement, shall issue a certificate for ninety percent (90%) of the amount it shall find to be due. The final payment including retention if any, shall be made at the completion of the project.

4. COMMENCEMENT OF THE WORK

Contractor shall commence the work when directed to do so by the City. It will diligently prosecute the work to its final completion, which completion shall be on or before 15 calendar days from and after direction by the City to proceed. Time is and shall be of the essence in these contract documents.

5. GUARANTEE

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

In the event of failure to comply with the above described conditions within five days' time after being notified in writing, then the City shall have the right to proceed to have any and all defects repaired and made good at the expense of the Contractor who will pay said expense upon demand.

6. INDEMNITY AND HOLD HARMLESS

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

7. INSURANCE

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

(A) Worker's Compensation

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

(B) Comprehensive Auto and General Liability Insurance

Contractor must provide sufficient broad coverage to include:

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

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

(C) Certificate of Insurance

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

(D) Worker's Compensation Certificate

Contractor by executing this contract acknowledges and certifies that he is aware of the provisions of Section 37000 et seq. of the Labor Code which requires every employer to be insured against liability for worker'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 .

8. NO PAYMENT FOR DELAYS

No damage or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the work whether such delays qualify for extensions of time under this agreement or not, and Contractor specifically waives all claims against City, its officials and employees, for any loss or damages sustained by reason of delays beyond the completion date, including modifications deemed necessary or desirable by the City to complete the work.

9. TERMINATION

If the Contractor should abandon the work or sublet it without the City's permission, or if the City Director of Public Works should determine the conditions of the contract are not being fulfilled by the Contractor, or the Contractor breaches any terms or conditions of the contract, then the City may after giving ten days written notification to the Contractor, terminate the contract, unless the Contractor corrects the deficiencies contained in the notice before the expiration of the ten days contained in the notice. If the Contractor does not so correct, then the City shall notify the Contractor that the contract is terminated, and the City may complete the contract itself. In the event the completion costs the City more than the funds remaining under the contract, then any additional cost shall be paid by the Contractor. In the event the contract is completed for less funds than remain in the contract balances, then the City shall refund any excess to the Contractor.

10. SUBSTITUTION OF SECURITIES

At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to insure performance of this contract. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with the Wells Fargo Bank as escrow agent according to a separate security agreement. Any securities eligible for substitution shall conform to Section 16430 of the Government Code or be bank or savings and loan certificates of deposit. Fees set forth by the City Council shall be charged for such substitution.

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

DATE: 12/4/89

CONTRACTOR

River City Maintenance Inc.

BY *Ronald Alessi*
President
Title

DATE: 12-6-89

CITY OF SACRAMENTO, a
municipal corporation

BY *Walter J. Sipe*
City Manager

ATTEST:

Valerie A. Burrows
CITY CLERK

APPROVED AS TO FORM:

Deane B. Ball
DEPUTY CITY ATTORNEY

FUNDING AVAILABLE *101-500-xxxx-4820*
206-500-xxxx-4820
Michael F. Steinger
ACCOUNTING OFFICER

GC:mo
GC130AD2

GUARANTEE

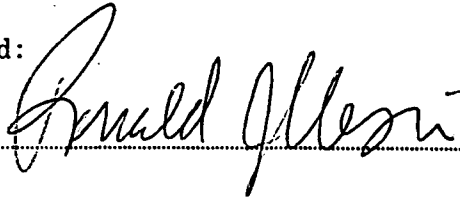
We hereby guarantee the

The Removal of Paving Sealant on the K Street Mall

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:

12/11/89

**BOND PREMIUM BASED ON
FINAL CONTRACT PRICE**

Bond # 1198174
Premium \$ 983.00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

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

River City Maintenance Inc.

hereinafter designated as the "Principal", a contract for

The removal of paving sealant on the "K" Street Mall

; 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

Amwest Surety Insurance Company

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

Thirty Two Thousand Seven Hundred Seventy Five-----
DOLLARS

(\$ 32,775.00-----), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 11th day of December, 1989 the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

River City Maintenance Inc.
Principal

By [Signature]
Title President

Surety Amwest Surety Insurance Company
2143 Hurley Way, Suite 216
Address Sacramento, CA 95825

City _____ State _____ Zip _____
By [Signature]
Shirley Paiva
SAME
Address _____

City _____ State _____ Zip _____

ORIGINAL
APPROVED AS TO FORM:

[Signature]
Dep City Attorney

JURAT HERE PLEASE

STATE OF CALIFORNIA, COUNTY OF Sacramento ss.

On December 11, 1989 at Sacramento, before me a Notary Public, within and for the said County and State, personally appeared Shirley Paiva, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney in Fact of and for the AMWEST SURETY INSURANCE COMPANY, and acknowledged to me that he subscribed the name of the AMWEST SURETY INSURANCE COMPANY thereto as Surety, and his own name as Attorney in Fact.



[Signature]
NOTARY PUBLIC

**BOND PREMIUM BASED ON
FINAL CONTRACT PRICE** PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Sacramento, a municipal corporation, has awarded to
River City Maintenance Inc.

hereinafter designated as the "Principal", a contract for
The Removal of paving sealant on the "K" Street Mall

; 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 _____

Thirty Two Thousand Seven Hundred Seventy Five----DOLLARS (\$ 32,775.00-----),
said sum being equal to the estimated amount payable by the said City of Sacramento under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

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 11th day of December 1989, the name and corporate seal of each corporate body being affixed thereto, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

River City Maintenance Inc.
Principal

By [Signature]
Title President

Surety Amwest Surety Insurance Company

2143 Hurley Way, Suite 216
Address Sacramento, CA 95825

ORIGINAL
APPROVED AS TO FORM:

[Signature]
Dep City Attorney

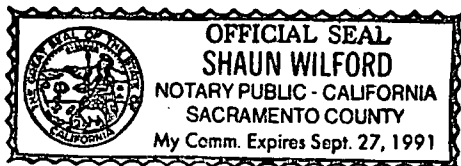
City _____ State _____ Zip _____

By [Signature]
Shirley Paiva
SAME
Address _____

City _____ State _____ Zip _____

STATE OF CALIFORNIA, COUNTY OF Sacramento ss.

On December 11, 1989, before me a Notary Public, within and for the said County and State, personally appeared Shirley Paiva, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney in Fact of and for the **AMWEST SURETY INSURANCE COMPANY**, and acknowledged to me that he subscribed the name of the **AMWEST SURETY INSURANCE COMPANY** thereto as Surety, and his own name as Attorney in Fact.



[Signature]
NOTARY PUBLIC

POWER NUMBER
E 35650.
BOND NUMBER
1198174
This Power of Attorney has been delivered in connection with the above bond number.



AMWEST SURETY INSURANCE COMPANY
P.O. BOX 4500, WOODLAND HILLS, CA 91365-4500
(818) 704-1111

VOID IF NOT USED BY:
JANUARY 1, 1990
No Power of Attorney on this form shall be valid as to bonds, undertakings, recognizances or other written obligations in the nature thereof executed on or after said expiration date.

**LIMITED POWER OF ATTORNEY
(READ CAREFULLY)**

To be used only in conjunction with the bond specified herein.

NAME OF PRINCIPAL: River City Maintenance Inc. PENAL SUM \$ 32,775

NAME OF OBLIGEE: City of Sacramento

This Power of Attorney may not be used in conjunction with any other power of attorney. This Power of Attorney is void if altered or erased. This document is printed on blue paper with black and red ink. This power of attorney bears a raised seal of **AMWEST SURETY INSURANCE COMPANY**. Only originals of this Power of Attorney are valid. No representations or warranties regarding this Power of Attorney may be made by any person other than an authorized officer of **AMWEST SURETY INSURANCE COMPANY**, and must be in writing. Questions or inquiries regarding this Power of Attorney must be addressed to **AMWEST SURETY INSURANCE COMPANY**, at the address and telephone number set forth at the top of this Power of Attorney, Attention: Underwriting Department. This Power of Attorney shall be governed by the laws of the State of California. Any power of attorney used in connection with any bond issued by **AMWEST SURETY INSURANCE COMPANY** on or after February 21, 1989 must be on Amwest Form UN-A1007 (REV. 2/89). All other previous power of attorney forms issued by **AMWEST SURETY INSURANCE COMPANY** have been revoked and are of no further force or effect.

KNOW ALL MEN BY THESE PRESENTS, that **AMWEST SURETY INSURANCE COMPANY**, A CALIFORNIA CORPORATION, (the "Company"); does hereby make, constitute and appoint

SHIRLEY PAIVA AS EMPLOYEE OF AMWEST SURETY INSURANCE COMPANY

its true and lawful Attorney(s)-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

Bid Bonds to \$250,000; Contract, Court & Subdivision Bonds to \$500,000; Small Business Administration Guaranteed Bonds up to \$1,250,000; License, Permit & Miscellaneous Bonds up to \$25,000.

and to bind **AMWEST SURETY INSURANCE COMPANY** thereby. This appointment is made under and by authority of the following provisions of the By-Laws of the Company, which are now in full force and effect:

Article III, Section 7 of the By-Laws of AMWEST SURETY INSURANCE COMPANY

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of **AMWEST SURETY INSURANCE COMPANY** at a meeting duly held on December 15, 1975.

RESOLVED that the president or any vice-president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president or any vice-president and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president or any vice-president or secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **AMWEST SURETY INSURANCE COMPANY** has caused these presents to be signed by its proper officers, and its corporate

seal to be hereunto affixed this 21 day of February 19 89

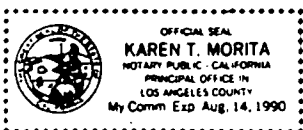


Gary R. Peterson
Gary R. Peterson, President

Karen G. Cohen
Karen G. Cohen, Secretary

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES — ss

On this 21 day of February A.D. 19 89, personally came before me Gary R. Peterson and Karen G. Cohen to me known to be the individuals and officers of **AMWEST SURETY INSURANCE COMPANY**, CALIFORNIA who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation; and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



(SEAL)

Karen T. Morita

Notary Public

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES — ss

CERTIFICATE

I, the undersigned, _____ secretary of the **AMWEST SURETY INSURANCE COMPANY**, a California corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the By-Laws of the Company and the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at Sacramento, CA this 11th day of December 19 89.



Karen G. Cohen
Karen G. Cohen, Secretary

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

Chapter 4 of Division 3

THE SHELLEY-MALONEY APPRENTICE LABOR STANDARDS ACT OF 1939

(Note: Boldface type denotes key points.)

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

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

Chapter 1 of Division 2

APPRENTICES ON PUBLIC WORKS

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

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

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

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

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

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

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

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

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

1. As used in these specifications:

- a. "Covered area" means the geographical area within the following counties: Amador, El Dorado, Nevada, Placer, Sacramento, Sierra, and Yolo.
- b. "Director" means Director, of GSAP, or any person to whom the Director delegates authority;
- c. "Minority" includes:
 - (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.

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

GSAP REPORTING REQUIREMENTS

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

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.

NAME AND LOCATION OF CONTRACTOR

FEDERAL
 FUNDING
 AGENCY

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

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE

12. TELEPHONE NUMBER (include area code)

13. DATE SIGNED

PAGE

OF

GOALS AND TIMETABLES
SACRAMENTO, CALIFORNIA

APPENDIX A

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

AREA COVERED

Goals for Women apply Nationwide

GOALS AND TIMETABLES

Timetable	Goals (percent)
Until further notice	----- 6.9

APPENDIX B

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

SACRAMENTO, CALIFORNIA

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

GOALS AND TIMETABLES

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

SPECIAL PROVISIONS

See Proposal Page

RESOLUTION NO. 89-921

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF DEC 05 1989

CERTIFIED AS TRUE COPY
of Resolution No. 89-921

DEC 06 1989

Debra M. Mason
DATE CERTIFIED
CITY CLERK OF SACRAMENTO
ASSISTANT

RESOLUTION ESTABLISHING K STREET MALL
SIDEWALK TREATMENT PROJECT,
APPROPRIATING PROJECT FUNDS, WAIVE COMPETITIVE BIDDING,
NEGOTIATE AND EXECUTE A SOLE SOURCE CONTRACT (PN:XXXX)

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

- The 1989/90 Capital Improvement Program is hereby amended by establishing the K Street Mall Sidewalk Treatment Project and appropriating \$18,500 from the General Fund Contingency (101-710-7012-4999) as follows:

101-500-XXXX-4831	\$	675
101-500-XXXX-4880		450
101-500-XXXX-4881		175
101-500-XXXX- 4924 4920		<u>17,200</u>
	\$	18,500

- The 1989/90 Capital Improvement Program is further amended by transferring \$18,500 from the Sacramento Housing and Redevelopment Agency Self Insurance Fund 20 as follows:

206-500-XXXX-4831	\$	675
206-500-XXXX-4880		450
206-500-XXXX-4881		175
206-500-XXXX- 4924 4920		<u>17,200</u>
	\$	18,500

- The 1989/90 Revenue Budget is amended by recognizing revenue as follows:

206-XXX-XXXX-3599	\$	18,500
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- Formal competitive bidding procedures are hereby waived for this project.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 89-921

DATE ADOPTED: DEC 05 1989

5. The City Manager is hereby authorized to negotiate and execute a sole source contract with River City Maintenance for the treatment of the K Street Mall Sidewalk between 12th and 13th Streets for an amount not to exceed \$34,400.

ANNE RUDIN

MAYOR

ATTEST:

VALERIE BURROWS

CITY CLERK

EA1-03.B

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 89-921

DATE ADOPTED: DEC 05 1989