



3.4

**DEPARTMENT OF
PUBLIC WORKS**

OFFICE OF THE DIRECTOR

**CITY OF SACRAMENTO
CALIFORNIA**

**APPROVED
BY THE CITY COUNCIL**

JAN 22 1991

**OFFICE OF THE
CITY CLERK**

*CO. 91-003
AG 91-019; AG 91-024*

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

916-449-5283

ADMINISTRATION
916-449-8747

January 22, 1991

City Council
Sacramento, California

Honorable Members in Session:

**SUBJECT: NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02 (JN:2405);
ISSUANCE OF BONDS AND AWARD OF CONTRACT**

SUMMARY

This final Council action, on formation of the New Ramona Colony Street Assessment District No. 90-02, calls for the adoption of seven separate resolutions. The resolutions will officially determine the amount of assessments which remain unpaid, approve the preliminary Official Statement, authorize the issuance of bonds, order the sale of bonds, approve the paying agent/registrar agreement, award the construction contract to Teichert Construction and authorize any change orders. It is recommended that City Council adopt the resolutions in the order set forth at the end of this report.

BACKGROUND

On December 4, 1990, City Council approved the amended Engineer's Report and assessment for New Ramona Colony Street Assessment District. The property owners have been provided the 30 days required by law in which to pay their assessments. The City Treasurer has determined that the amount of assessments remaining unpaid is \$2,580,095.06 and requests authorization to issue bonds to represent those assessments.

On December 4, 1990, we also reported to Council on the bids that were received and are now prepared to award the construction contract to Teichert Construction (low bidder) in the amount of \$2,163,879.

The resolutions to be adopted by the City Council will finalize the proceedings for this district by the issuance of 1915 Act Improvement Bonds.

FINANCIAL DATA

The funds necessary for this project will be provided by the assessments that were collected during the 30-day cash collection period; revenue that is forthcoming from the sale of bonds; and contributions from the City, County, and State. A summary of the estimated project cost is as follows:

January 22, 1991
City Council

Construction Cost	\$2,163,879.00
Contingency	191,698.64
Construction Staking and Inspection	162,290.93
Engineering and Project Management	238,896.00
Right-of-Way Acquisition (All Costs)	373,458.30
Incidental Expenditures	<u>205,408.64</u>
Project Cost	\$3,335,631.51
Reserve Account	<u>242,821.40</u>
Total Expenditures Account	\$3,578,452.91
Funds from CIP SC51 (City Contribution)	<u>-147,998.69</u>
Total AD Expenditures	3,430,454.22
County Contribution (Agreement #90-150)	-241,841.00
State Contribution (Agreement #90-022)	<u>-480,000.00</u>
Subtotal	\$2,708,613.22
Estimated Bond Discount	<u>67,450.39</u>
Amount Assessed to Property Owners	\$2,776,063.61
Amount Off Set by Cash Payments	\$ 195,968.55
Total Amount Remaining	\$2,580,095.06

POLICY CONSIDERATIONS

The procedures under which this district has been formed are set forth in Division 12 of the California Streets and Highways Code entitled, "Municipal Improvement Act of 1913," and Division 10 of said code entitled, "Improvement Bond Act of 1915." There are no new policy issues related to this item.

MBE/WBE EFFORTS

Plans and specifications were sent to 19 plan rooms and construction services organizations for publication and use by the construction industry in Northern California. There are four organizations on the distribution list that are directly involved with MBE/WBE contractors. There were 32 plan holders for the project, two of whom are certified MBE contractors. No MBE/WBE bids were submitted.

January 22, 1991
City Council

RECOMMENDATION

It is recommended that the attached resolutions be adopted in the order listed below:


1. Resolution determining assessments remaining unpaid.
2. Resolution approving preliminary Official Statement.
3. Resolution authorizing issuance and purchase of bonds.
4. Resolution ordering sale of bonds.
5. Resolution approving paying agent/registrar agreement.
6. Resolution awarding construction contract.
7. Resolution authorizing change orders.

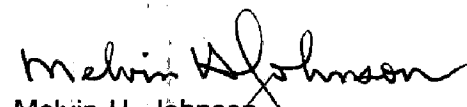
Respectfully submitted,


Gary Alm
Supervising Engineer

Recommendation Approved:

Approved:


Walter J. Slipe
City Manager


Melvin H. Johnson
Director of Public Works

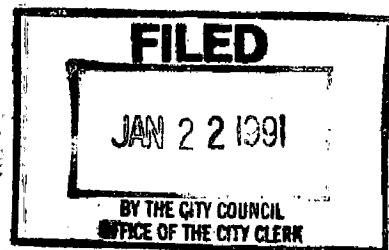
Contact Person
Ronald Wicky, Special District Analyst
449-5628

January 22, 1991
District 6

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02 -- STATUS REPORT

- September 18, 1990** * **COUNCIL ADOPTS RESOLUTION OF INTENTION AND SETS HEARING DATE**
- September 19, 1990** * Record Boundary Map With County Recorder
- October 5, 1990** * Mail, Post, and Publish Notice of Hearing
- October 23, 1990** Receive Bids
- November 8, 1990** * Follow-up Neighborhood Meeting
- November 27, 1990** Hold Public Hearing
- * **COUNCIL CONSIDERS RESOLUTIONS TO DETERMINE PUBLIC CONVENIENCE AND NECESSITY, OVERRULE PROTESTS AND LEVY THE ASSESSMENTS (4/5 VOTE REQUIRED)**
- November 1990** * Record Assessment Diagram and Notice of Assessment with County Recorder
- * Liens Placed on Affected Properties
- January 22, 1991** * **BUDGET AND FINANCE COMMITTEE RECOMMENDS APPROVAL AND APPROPRIATION OF FUNDS**
- | | |
|-------------------------|---|
| January 22, 1991 | * <u>COUNCIL ADOPTS RESOLUTION AUTHORIZING SALE OF BONDS AND AWARD OF CONTRACT</u> |
|-------------------------|---|
- January 29, 1991** * **COUNCIL ADOPTS RESOLUTION FOR APPROPRIATION OF FUNDS**
- February 5, 1991** * Bond Closing
- * City to Receive Proceeds from Bonds

PAID AND UNPAID LIST
OF ASSESSMENTS IN
NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02



I HEREBY CERTIFY that the attached list of Paid and Unpaid Assessments correctly reflects (1) all amounts received by me on account of assessments in New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California, within thirty (30) days after the assessments became due and payable and (2) all amounts remaining unpaid on each of the assessments in New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California.

Executed at Sacramento, California, on January 22, 1991.

THOMAS P. FRIERY, City Treasurer,
City of Sacramento, County of
Sacramento, State of California

By *Thomas P. Friery*

01/08/91

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PAID AND UNPAID LIST

CITY OF SACRAMENTO
New Ramona Colony St. A.D. 90-02

FILED

JAN 22 1991

BY THE CITY COUNCIL
OFFICE OF THE CITY CLERK

Assessment Number	Assessment Amount	Cash Paid	Amount Credited	Balance
1	\$ 144,642.97	\$ 0.00	\$ 0.00	\$ 144,642.97
2	18,618.17	0.00	0.00	18,618.17
3	78,243.66	0.00	0.00	78,243.66
4	41,924.38	0.00	0.00	41,924.38
5	0.00	0.00	0.00	0.00
6	7,547.05	0.00	0.00	7,547.05
7	10,547.76	0.00	0.00	10,547.76
8	16,743.20	0.00	0.00	16,743.20
9	25,180.04	0.00	0.00	25,180.04
10	5,642.50	0.00	0.00	5,642.50
11	3,561.82	0.00	0.00	3,561.82
12	6,355.71	5,645.35	6,355.71	0.00
13	6,355.71	0.00	0.00	6,355.71
14	5,276.22	0.00	0.00	5,276.22
15A	0.00	0.00	0.00	0.00
15B	0.00	0.00	0.00	0.00
16	0.00	0.00	0.00	0.00
17	0.00	0.00	0.00	0.00
18	3,350.71	2,976.21	3,350.71	0.00
19	3,799.15	0.00	0.00	3,799.15
20	0.00	0.00	0.00	0.00
21	24,957.96	0.00	0.00	24,957.96
22	23,834.01	0.00	0.00	23,834.01
23	17,820.09	0.00	0.00	17,820.09
24	13,145.95	0.00	0.00	13,145.95
25	18,705.51	0.00	0.00	18,705.51
26	90,874.19	0.00	0.00	90,874.19
27	18,830.91	0.00	0.00	18,830.91
28	41,200.36	0.00	0.00	41,200.36
29	49,708.93	0.00	0.00	49,708.93
30	22,159.61	0.00	0.00	22,159.61
31	51,939.31	0.00	0.00	51,939.31
32	6,463.72	0.00	0.00	6,463.72
33	23,277.59	0.00	0.00	23,277.59
34	25,902.82	0.00	0.00	25,902.82

01/08/91

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PAID AND UNPAID LIST

CITY OF SACRAMENTO
New Ramona Colony St. A.D. 90-02

FILED

JAN 22 1991

BY THE CITY COUNCIL
OFFICE OF THE CITY CLERK

Assessment Number	Assessment Amount	Cash Paid	Amount Credited	Unpaid Balance
35	\$ 95,962.15	\$ 0.00	\$ 0.00	\$ 95,962.15
36	76,255.08	0.00	0.00	76,255.08
37	53,375.05	0.00	0.00	53,375.05
38	3,121.86	2,772.94	3,121.86	0.00
39	4,527.54	4,021.51	4,527.54	0.00
40	8,509.32	7,558.26	8,509.32	0.00
41	91,590.55	0.00	0.00	91,590.55
42	52,090.84	46,268.81	52,090.84	0.00
43	38,581.32	0.00	0.00	38,581.32
44	12,421.21	11,032.93	12,421.21	0.00
45	3,671.47	3,261.12	3,671.47	0.00
46	2,504.87	2,224.91	2,504.87	0.00
47	540.76	480.32	540.76	0.00
48	3,712.43	3,297.50	3,712.43	0.00
49	11,699.91	0.00	0.00	11,699.91
50	7,255.33	0.00	0.00	7,255.33
51	49,904.32	0.00	0.00	49,904.32
52	46,378.33	0.00	0.00	46,378.33
53	124,872.62	0.00	0.00	124,872.62
54	138,187.27	0.00	0.00	138,187.27
55	785.17	697.41	785.17	0.00
56	11,841.51	10,518.02	11,841.51	0.00
57	13,042.63	11,584.90	13,042.63	0.00
58	10,648.24	0.00	0.00	10,648.24
59	15,286.23	0.00	0.00	15,286.23
60	321.00	0.00	0.00	321.00
61	116,034.07	0.00	0.00	116,034.07
62	150,299.40	0.00	0.00	150,299.40
63	78,557.68	0.00	0.00	78,557.68
64	76,402.31	0.00	0.00	76,402.31
65	69,492.52	61,725.56	69,492.52	0.00
66	282,104.73	0.00	0.00	282,104.73
67	185,511.71	0.00	0.00	185,511.71
68	105,854.07	0.00	0.00	105,854.07
69	28,110.10	0.00	0.00	28,110.10
=====	=====	=====	=====	=====
\$ 2,776,063.61	\$ 174,065.75	\$ 195,968.55	\$ 2,580,095.06	

APPROVED
BY THE CITY COUNCIL

JAN 22 1991

OFFICE OF THE
CITY CLERK

RESOLUTION NO. 91-049

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION DETERMINING ASSESSMENTS REMAINING UNPAID

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

The City Council of the City of Sacramento resolves:

The City Treasurer has filed a list of all payments received on account of assessments levied in New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California, and a list of all assessments or portions of assessments unpaid after thirty (30) days following the recordation of the assessments.

A copy of the Paid and Unpaid List is attached to this resolution as Exhibit A and included in it. The City shall issue improvement bonds under the provisions of the Improvement Bond Act of 1915 of the State of California upon the security of the assessments shown as unpaid on the attached list.

The City Clerk shall transmit a copy of this resolution to the County Auditor. The County Auditor is requested to comply with the provisions of Section 8682 of the Streets and Highways Code in the collection of installments of these assessments on the assessment roll for taxes.

*

*

*

This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 22nd day of January, 1991.

Mayor

ATTEST:

City Clerk

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

PAID AND UNPAID LIST
OF ASSESSMENTS IN
NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

I HEREBY CERTIFY that the attached list of Paid and Unpaid Assessments correctly reflects (1) all amounts received by me on account of assessments in New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California, within thirty (30) days after the assessments became due and payable and (2) all amounts remaining unpaid on each of the assessments in New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California.

Executed at Sacramento, California, on January 22, 1991.

THOMAS P. FRIERY, City Treasurer,
City of Sacramento, County of
Sacramento, State of California

By _____

EXHIBIT A

01/08/91

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PAID AND UNPAID LIST

CITY OF SACRAMENTO
New Ramona Colony St. A.D. 90-02

Assessment Number	Assessment Amount	Cash Paid	Amount Credited	Unpaid Balance
1	\$ 144,642.97	\$ 0.00	\$ 0.00	\$ 144,642.97
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11	3,561.82	0.00	0.00	3,561.82
12	6,355.71	5,645.35	6,355.71	0.00
13	6,355.71	0.00	0.00	6,355.71
14	5,276.22	0.00	0.00	5,276.22
15A	0.00	0.00	0.00	0.00
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18	3,350.71	2,976.21	3,350.71	0.00
19	3,799.15	0.00	0.00	3,799.15
20	0.00	0.00	0.00	0.00
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22	23,834.01	0.00	0.00	23,834.01
23	17,820.09	0.00	0.00	17,820.09
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26	90,874.19	0.00	0.00	90,874.19
27	18,830.91	0.00	0.00	18,830.91
28	41,200.36	0.00	0.00	41,200.36
29	49,708.93	0.00	0.00	49,708.93
30	22,159.61	0.00	0.00	22,159.61
31	51,939.31	0.00	0.00	51,939.31
32	6,463.72	0.00	0.00	6,463.72
33	23,277.59	0.00	0.00	23,277.59
34	25,902.82	0.00	0.00	25,902.82

01/08/91

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PAID AND UNPAID LIST

CITY OF SACRAMENTO
New Ramona Colony St. A.D. 90-02

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37	53,375.05	0.00	0.00	53,375.05
38	3,121.86	2,772.94	3,121.86	0.00
39	4,527.54	4,021.51	4,527.54	0.00
40	8,509.32	7,558.26	8,509.32	0.00
41	91,590.55	0.00	0.00	91,590.55
42	52,090.84	46,268.81	52,090.84	0.00
43	38,581.32	0.00	0.00	38,581.32
44	12,421.21	11,032.93	12,421.21	0.00
45	3,671.47	3,261.12	3,671.47	0.00
46	2,504.87	2,224.91	2,504.87	0.00
47	540.76	480.32	540.76	0.00
48	3,712.43	3,297.50	3,712.43	0.00
49	11,699.91	0.00	0.00	11,699.91
50	7,255.33	0.00	0.00	7,255.33
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52	46,378.33	0.00	0.00	46,378.33
53	124,872.62	0.00	0.00	124,872.62
54	138,187.27	0.00	0.00	138,187.27
55	785.17	697.41	785.17	0.00
56	11,841.51	10,518.02	11,841.51	0.00
57	13,042.63	11,584.90	13,042.63	0.00
58	10,648.24	0.00	0.00	10,648.24
59	15,286.23	0.00	0.00	15,286.23
60	321.00	0.00	0.00	321.00
61	116,034.07	0.00	0.00	116,034.07
62	150,299.40	0.00	0.00	150,299.40
63	78,557.68	0.00	0.00	78,557.68
64	76,402.31	0.00	0.00	76,402.31
65	69,492.52	61,725.56	69,492.52	0.00
66	282,104.73	0.00	0.00	282,104.73
67	185,511.71	0.00	0.00	185,511.71
68	105,854.07	0.00	0.00	105,854.07
69	28,110.10	0.00	0.00	28,110.10
	=====	=====	=====	=====
	\$ 2,776,063.61	\$ 174,065.75	\$ 195,968.55	\$ 2,580,095.06

APPROVED
BY THE CITY COUNCIL

JAN 22 1991

OFFICE OF THE
CITY CLERK

RESOLUTION NO. 91-050

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION APPROVING PRELIMINARY OFFICIAL STATEMENT

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

The City Council of the City of Sacramento resolves:

As a part of the proceedings for the sale of improvement bonds in New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California, this Council hereby approves the Preliminary Official Statement dated 01-17-91, and a Final Official Statement derived substantially therefrom. Distribution of the Preliminary Official Statement and the final Official Statement is hereby authorized.

This Preliminary Official Statement is final except for certain information which will not be known until the time of sale and is therefore "deemed final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission.

The City Treasurer is authorized to sign the final Official Statement.

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*

This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 22nd day of January, 1991.

Mayor

ATTEST:

City Clerk

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

RESOLUTION NO. 91-051

ADOPTED BY THE SACRAMENTO CITY COUNCIL

APPROVED
BY THE CITY COUNCIL

JAN 22 1991

ON DATE OF _____

OFFICE OF THE
CITY CLERK

RESOLUTION AUTHORIZING ISSUANCE OF BONDS

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

The City Council of the City of Sacramento resolves:

Section 1. RECITALS. On September 18, 1990, the City Council of the City of Sacramento adopted its resolution of intention to order improvements in New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California, under the provisions of the Municipal Improvement Act of 1913 (the "Act"), as amended. Proceedings taken under the Act led to the levy of a special assessment by the City Council against parcels of land within the assessment district in the total amount of \$2,776,063.61. These assessments were recorded in the office of the County Recorder of the County of Sacramento, and thereupon became a lien on each parcel assessed. The period within which parcel owners might pay their assessments in cash without interest expired on or about January 7, 1991.

Section 2. ISSUANCE OF BONDS. The City Council hereby authorizes the issuance of improvement bonds under the provisions of the Improvement Bond Act of 1915 to represent unpaid assessments in the amount of \$2,580,095.06. Each bond shall be designated, "Limited Obligation Improvement Bond, City of Sacramento, New Ramona Colony Street Assessment District No. 90-02." Bonds shall be dated approximately the date of delivery and issued in denominations of \$5000 or integral multiples thereof, except for Bond No. 1, which shall be an odd amount. Bonds shall mature in principal amounts as set forth in the table attached as Exhibit A. The bond date and interest rates on the bonds shall be as set forth in the bond purchase agreement.

Section 3. APPOINTMENT OF REGISTRAR AND PAYING AGENT. The City Council hereby appoints the Security Pacific National Bank as registrar and paying agent for the bonds in accordance with an agreement between the City of Sacramento and Security Pacific National Bank.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

Section 4. FORM AND EXECUTION. Bonds shall be issued as fully registered bonds substantially in the form set forth as Exhibit B to this resolution. The bonds shall be signed by the City Treasurer and the City Clerk and the seal of the City shall be affixed. Both signatures and seal may be reproduced on the bonds by facsimile, but upon its registration or reregistration each bond shall be authenticated by the manual signature of the registrar.

The registrar shall assign to each bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof which shall be available to the City for inspection.

Section 5. ESTABLISHMENT OF SPECIAL FUNDS. For administering the proceeds of the sale of bonds and payment of interest and principal on the bonds, there are hereby established five funds to be known as the improvement fund, the redemption fund, the special reserve fund, the investment earnings fund and the arbitrage rebate fund, respectively, for New Ramona Colony Street Assessment District No. 90-02.

Section 5.1. IMPROVEMENT FUND. Except as provided in Section 5.3, proceeds of sale of the bonds, together with all amounts paid on the assessments before bond issuance, shall be deposited in the improvement fund to be maintained by the City Treasurer. Disbursements from the improvement fund shall be made by the City Treasurer in accordance with the budget of estimated costs and expenses set forth in the amended engineer's report heretofore approved by the City Council, which report and budget are subject to modification by the City Council from time to time as prescribed by the Act.

Section 5.2. REDEMPTION FUND. The redemption fund shall be maintained by the City Treasurer. All payments of principal and interest installments on the assessments, together with penalties, if any, shall be deposited in the redemption fund, which shall be a trust fund for the benefit of the bondholders. Payment of the bonds at maturity, or at redemption before maturity, and all interest on the bonds shall be made from the redemption fund.

Section 5.3. SPECIAL RESERVE FUND. There shall be deposited into the special reserve fund the amount of \$225,758.32 from the proceeds of the sale of bonds. That amount, less any amounts transferred to the redemption fund pursuant to Section 8884 of the Streets and Highways Code, shall constitute the "Reserve Requirement" for the bonds. The special reserve fund shall be maintained by the City Treasurer.

A. During the term of the bonds, the amount in the special reserve fund shall be available for transfer into the redemption fund in accordance with Section 8808 of the Streets and Highways Code. The amount so advanced shall be reimbursed to the special reserve fund from the proceeds of redemption or sale of the parcel for which payment of delinquent assessment installments was made from the special reserve fund.

B. If any assessment is prepaid before final maturity of the bonds, the amount of principal which the assessee is required to prepay shall be reduced by an amount which is in the same ratio to the original amount of the special reserve fund as the original amount of the prepaid assessment bears to the total amount of unpaid assessments originally securing the Bonds. This reduction in the amount of principal prepaid shall be balanced by a transfer from the special reserve fund to the redemption fund in the same amount.

C. The amount maintained in the special reserve fund will never exceed the Reserve Requirement. Proceeds of investment of the special reserve fund shall be deposited in the investment earnings fund.

D. When the amount in the special reserve fund equals or exceeds the amount required to retire the remaining unmatured bonds (whether by advance retirement or otherwise), the amount of the special reserve fund shall be transferred to the redemption fund, and the remaining installments of principal and interest not yet due from assessed property owners shall be cancelled without payment.

Section 5.4. INVESTMENT EARNINGS FUND. Proceeds of the investment of amounts in the improvement fund and the special reserve fund will be deposited in the investment earnings fund. As of September 2 of each year during the term of the bonds, the Treasurer shall determine whether any portion of investment earnings must be rebated to the United States pursuant to Section 148 of the United States Internal Revenue Code and regulations adopted thereunder. Any amounts required to be rebated will be transferred to the arbitrage rebate fund, and the balance will be transferred as follows:

(a) To the extent that the balance in the special reserve fund is less than the Reserve Requirement, a transfer will be made from the investment earnings fund to the special reserve fund.

(b) The remaining balance in the investment earnings fund, if any, will be transferred to the improvement fund until the

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

improvement is completed and the improvement fund is closed; thereafter the balance in the investment earnings fund will be transferred to the redemption fund to be used, in the discretion of the City Treasurer, as a credit upon the annual installments of assessment or for the advance retirement of bonds.

The City Treasurer is authorized to retain independent attorneys, accountants and other consultants to assist in complying with Federal requirements.

Section 5.5. ARBITRAGE REBATE FUND. Amounts in the arbitrage rebate fund shall be invested in the same manner as amounts in the other funds and shall be held in trust for rebate to the United States at the times required by Section 148 of the United States Internal Revenue Code and regulations adopted thereunder.

Section 6. PAYMENT ON BONDS. The principal and interest on the bonds shall be payable at the principal corporate trust office of the Security Pacific National Bank, 333 South Beaudry Avenue, Los Angeles, California 90017. Principal and interest shall be paid by check, draft or warrant mailed to the registered owner of each bond at the owner's address appearing on the register maintained by the registrar on the 15th day preceding the date of payment.

Section 7. ADVANCE RETIREMENT OF BONDS. Any Bond or any portion thereof in the amount of \$5,000 or any integral multiple thereof, may be redeemed and paid in advance of maturity upon the second day of March or September in any year by giving at least 30 days' notice by registered or certified mail or by personal service to the registered owner thereof at such owner's address as it appears on the registration books of the Bank and by paying principal and accrued interest together with a premium equal to three percentum of the principal.

Section 8. REREGISTRATION. Any bond may be registered to a new owner by completing the assignment certificate on the reverse of the bond and delivering the bond to the registrar. Upon reregistration, any bond may be replaced by one or more bonds of the same maturity and aggregate amount in denominations of \$5000 or any integral multiple thereof.

Section 9. COVENANTS. In the event of a default in the payment of any bond or any installment of interest thereon, bondholders shall have the remedies set forth in the Improvement Bond Act of 1915. In addition, the City Council makes the following covenants, which shall constitute a contract with the bondholders:

Section 9.1. FORECLOSURE OF LIENS. Not later than October 1 in any year, the City will order and cause to be commenced an action in the Superior Court to foreclose the lien of each delinquent assessment if the sum of uncured assessment delinquencies for the preceding fiscal year exceeds five percent (5%) of the assessment installments posted to the tax roll for that fiscal year, and if the amount of the special reserve fund is less than the Reserve Requirement.

Section 9.2. ARBITRAGE. During the term of the bonds, the City will make no use of bond proceeds which, if such use had been reasonably expected at the date the bonds are issued, could have caused the bonds to be "arbitrage bonds" within the meaning of Section 148 of the United States Internal Revenue Code of 1986, and regulations of the Internal Revenue Service adopted thereunder, and further shall rebate to the United States any amounts actually earned as arbitrage in accordance with the provisions of that Code and those regulations.

Section 9.3. MAINTENANCE OF TAX EXEMPTION. The City will take all reasonable actions required to maintain the status of interest on the bonds as excludable from gross income for federal income tax purposes and as exempt from the State of California personal income taxes.

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This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 22nd day of January, 1991.

Mayor

ATTEST:

City Clerk

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

MATURITY SCHEDULE OF BONDS

CITY OF SACRAMENTO
New Ramona Colony St. A.D. 90-02

Bonds mature on September 2 in the years
and amounts, and bear interest at the annual
rates, set forth below.

YEAR	FACE AMOUNT	RATE(%)
1992	5,095.06	6.250
1993	110,000.00	6.500
1994	120,000.00	6.750
1995	130,000.00	7.000
1996	135,000.00	7.200
1997	145,000.00	7.400
1998	155,000.00	7.600
1999	170,000.00	7.700
2000	180,000.00	7.800
2001	195,000.00	7.900
2002	210,000.00	8.000
2003	225,000.00	8.100
2004	245,000.00	8.200
2005	265,000.00	8.250
2006	290,000.00	8.250
=====		
TOTAL:	2,580,095.06	

EXHIBIT A

EXHIBIT B
United States of America
State of California
County of Sacramento

REGISTERED

REGISTERED

Number

LIMITED OBLIGATION IMPROVEMENT BOND
CITY OF SACRAMENTO
NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

INTEREST RATE

MATURITY DATE

BOND DATE
February 5, 1991

CUSIP NUMBER

REGISTERED OWNER:

PRINCIPAL SUM:

DOLLARS

Under and by virtue of the Improvement Bond Act of 1915, Division 10 (commencing with Section 8500), of the Streets and Highways Code, (the "Act"), the City of Sacramento, County of Sacramento, State of California, (the "City"), will, out of the redemption fund for the payment of the bonds issued upon the unpaid portion of assessments made for the acquisition, work and improvements more fully described in proceedings taken pursuant to Resolution of Intention No. 90-780, adopted by the City Council of the City of Sacramento on the 18th day of September, 1990, pay to the registered owner stated above or registered assigns, on the maturity date stated above, the principal sum stated above, in lawful money of the United States of America and in like manner will pay interest from the interest payment date next preceding the date on which this Bond is authenticated, unless this Bond is authenticated and registered as of an interest payment date, in which event it shall bear interest from such interest payment date, or unless this Bond is authenticated and registered prior to March 2, 1992, in which event it shall bear interest from its date, until payment of such principal sum shall have been discharged, at the rate per annum stated above, payable semiannually on March 2 and September 2 in each year commencing on March 2, 1992. Both the principal hereof and redemption premium, if any, hereon are payable at the principal corporate trust office of Security Pacific National Bank, or its successor, as Registrar and Paying Agent (the "Paying Agent"), in Los Angeles, California, and the interest

hereon is payable by check or draft mailed by first-class mail to the owner hereof at the owner's address as it appears on the registration books of the Paying Agent, or at such address as may have been filed in writing with the Paying Agent for that purpose, as of the fifteenth day immediately preceding each interest payment date.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH IN THE REVERSE SIDE HEREOF WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

This Bond will continue to bear interest after maturity at the rate above stated, provided, it is presented at maturity and payment thereof is refused upon the sole ground that there are not sufficient moneys in said redemption fund with which to pay same. If it is not presented at maturity, interest thereon will run until maturity.

This Bond shall not be entitled to any benefit under the Act or the Resolution Authorizing Issuance of Bonds (the "Resolution of Issuance"), or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been dated and signed manually by the Paying Agent.

IN WITNESS WHEREOF, said City of Sacramento has caused this Bond to be signed in facsimile by the City Treasurer of said City and by its Clerk, and has caused its corporate seal to be reproduced in facsimile hereon all as of the 5th day of February, 1991.

CITY OF SACRAMENTO

Clerk

Treasurer

(SEAL)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within mentioned Resolution of Issuance, which has been authenticated and registered on

SECURITY PACIFIC NATIONAL BANK
as Paying Agent and Registrar

By _____
Authorized Signatory

(REVERSE OF BOND)

CITY OF SACRAMENTO
NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

ADDITIONAL PROVISIONS OF THE BOND

This Bond is one of several annual series of bonds of like date, tenor and effect, but differing in amounts, maturities and interest rates, issued by the City of Sacramento under the Act and the Resolution of Issuance, for the purpose of providing means for paying for the improvements described in said proceedings, and is secured by the moneys in said redemption fund and by the unpaid portion of said assessments made for the payment of said improvements, and, including principal and interest, is payable exclusively out of said fund.

This Bond is transferable by the registered owner hereof, in person or by the owner's attorney duly authorized in writing, at said office of the Paying Agent, subject to the terms and conditions provided in the Resolution of Issuance, including the payment of certain charges, if any, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond or Bonds, of any authorized denomination or denominations, of the same maturity, for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

Bonds shall be registered only in the name of an individual (including joint owners), a corporation, a partnership or a trust.

Neither the City nor the Paying Agent shall be required to make such exchange or registration of transfer of bonds during the fifteen (15) days immediately preceding any interest payment date.

The City will not obligate itself to advance available funds from the City treasury to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the City from, in its sole discretion, so advancing funds.

The City and the Paying Agent may treat the registered owner hereof as the absolute owner for all purposes, and the City and the Paying Agent shall not be affected by any notice to the contrary.

This Bond or any portion of it in the amount of \$5,000 or any integral multiple thereof, may be redeemed and paid in advance of maturity upon the second day of March or September in any year by giving at least 30 days' notice by registered or certified mail or by personal service to the registered owner hereof at such

owner's address as it appears on the registration books of the Paying Agent and by paying principal and accrued interest together with a premium equal to three percentum of the principal.

I hereby certify that the following is a correct copy of the signed legal opinion of STURGIS, NESS, BRUNSELL & SPERRY a professional corporation, Emeryville, California, on file in my office.

City Clerk

APPROVED
BY THE CITY COUNCIL

JAN 22 1991

OFFICE OF THE
CITY CLERK

RESOLUTION NO. 91-052

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION ORDERING SALE OF BONDS

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

The City Council of the City of Sacramento resolves:

The City Council accepts the offer of Stone & Youngberg, Merrill Lynch and Co., Grigsby Brandford Powell, Inc. and Donaldson, Lufkin & Jenrette Securities Corp., a joint account, (attached to this resolution and by reference incorporated in it) to purchase all of the improvement bonds to be issued in New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California.

The City Council directs the sale and delivery of the bonds to the offeror in accordance with the terms and conditions stated in the offer.

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This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 22nd day of January, 1991.

Mayor

ATTEST:

City Clerk

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____



STONE & YOUNGBERG

MEMBERS: PACIFIC STOCK EXCHANGE

APPROVED
BY THE CITY COUNCIL

JAN 22 1991

OFFICE OF THE
CITY CLERK

PURCHASE CONTRACT

January 22, 1991

City Council
City of Sacramento
921 Tenth Street, Suite 400
Sacramento, CA 95814-2714

Re: Offer to Purchase Bonds in the Amount of \$2,580,095.06
City of Sacramento Limited Obligation Improvement Bonds
New Ramona Colony Street Assessment District No. 90-02
(Sacramento County, California)

Dear Members of the Council:

Pursuant to discussions with City staff, bond counsel, and our investigation and analysis of the captioned bond issue, Stone & Youngberg, Merrill Lynch and Co., Grigsby Brandford Powell Inc. and Donaldson, Lufkin & Jenrette Securities Corp. (the "Underwriters") hereby offer to purchase all of the above referenced bonds (the "Bonds") subject to the following conditions:

1. The Bonds will be issued pursuant to the Improvement Bond Act of 1915.
2. The par value of the Bonds shall be in an amount equal to \$2,580,095.06, and the Bonds shall mature serially September 2, 1992 through September 2, 2006 inclusive.
3. The Bonds shall be issued in denominations of \$5,000, or in integral multiples thereof as may be requested by the Underwriters, and one Bond which may be in an odd amount due in 1992.
4. All Bonds shall be issued in registered form in accordance with instructions to be determined by the Underwriters prior to closing. The City shall retain Security Pacific National Bank as Paying Agent.
5. The Bonds shall be dated February 5, 1991 and be delivered on or about their date (the "Closing Date").
6. The Bonds shall mature in each of the years and in the amounts and at the rates of interest set forth on the attached maturity schedule marked Exhibit A.
7. The City shall covenant to commence judicial foreclosure of delinquent assessments as stated in the Resolution Authorizing Issuance of Bonds.

8. The City shall establish from Bond proceeds a special Reserve Fund equal to 8.75 percent of the principal amount of Bonds. The Reserve Fund shall be administered as set forth in the Resolution Authorizing Issuance of Bonds.
9. The City shall award the sale of the Bonds to us at their meeting on January 22, 1991.
10. The purchase price shall be 97.775 percent of par, plus accrued interest, if applicable, and shall be paid in full upon delivery to us of the Bonds.
11. The City has delivered or caused to be delivered to the Underwriters prior to the sale of the Bonds, copies of the Preliminary Official Statement dated January 17, 1991 deemed "near final" by the City for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 and approved for distribution by resolution of the City.
12. The City shall deliver to the Underwriters at closing in forms suitable to the Underwriters:
 - (a) The unqualified approving legal opinion of Sturgis, Ness, Brunsell & Sperry of Emeryville, Bond Counsel. The legal opinion shall be printed on the Bonds at no charge to us.
 - (b) A no-litigation certificate of the City.
 - (c) A certificate executed by the City Treasurer stating that the Official Statement does not contain any untrue statement of a material fact or omit any statement or information concerning the City which is necessary to make such statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect.
13. The obligations of the Underwriters to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriters to the following additional conditions:
 - (a) At the Closing Date, the Resolution and any other applicable agreements shall be in full force and effect, and shall not have been amended, modified or supplemented except as may have been agreed in writing by the Underwriters, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Contract, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;
 - (b) Between the date hereof and the closing, the market price or marketability of the Bonds at the initial offering prices shall not have been materially adversely affected, in the judgment of the Underwriters (evidenced by a written notice to the City terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds) by reason of any of the following:

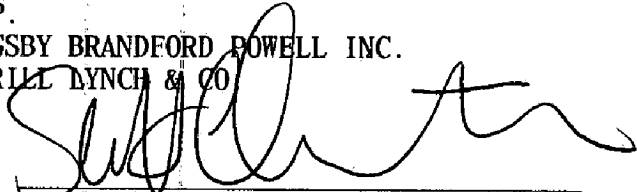
- (1) Legislation enacted (or resolution passed) by the Congress of the United States of America or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest as would be received by the owners of the Bonds;
- (2) Legislation enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;
- (3) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters; or
- (4) A general banking moratorium shall have been established by federal, New York or California authorities; or
- (5) The withdrawal or downgrading of any rating of any securities of the City by a national municipal Bond rating agency to the extent such withdrawal or downgrading has a material impact on the marketing of the Bonds;
- (6) Any amendment to the Federal or California Constitution or action by any Federal or California court, legislative body, regulatory body or other authority materially

adversely affecting the tax status of the City, its property, income, securities (or interest thereon), validity or enforceability of the assessments;

- (7) A war involving the United States of America shall have been declared, or any other national or international calamity shall have occurred, or any conflict involving the armed forces of the United States of America shall have escalated to such a magnitude as to materially affect the ability of the Underwriters to market the Bonds; or
- (8) Any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds, or the existence or powers of the City.
- (9) Any event occurring, or information becoming known which, in the judgment of the Underwriters makes untrue or misleading in any material respect any statement or information contained in the Official Statement concerning the Improvement Project, the City, or the property in the New Ramona Colony Street Assessment District.

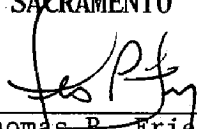
Respectfully submitted,

STONE & YOUNGBERG
DONALDSON, LUFKIN & JENRETTE SECURITIES
CORP.
GRIGSBY BRANDFORD DOWELL INC.
MERRILL LYNCH & CO

By: 
Scott Clinton
Partner
STONE & YOUNGBERG

APPROVED AND ACCEPTED

CITY OF SACRAMENTO

By: 
Thomas P. Friery
Title: City Treasurer
Date: January 22, 1991

SC:crq
(WPP/43C)

EXHIBIT A

\$2,580,095.06

**CITY OF SACRAMENTO LIMITED OBLIGATION IMPROVEMENT BONDS
NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02
(SACRAMENTO COUNTY, CALIFORNIA)**

<u>Maturity Date</u> <u>(September 2)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>
1992	\$ 5,095.06	6.25%	100
1993	110,000.00	6.50%	100
1994	120,000.00	6.75%	100
1995	130,000.00	7.00%	100
1996	135,000.00	7.20%	100
1997	145,000.00	7.40%	100
1998	155,000.00	7.60%	100
1999	170,000.00	7.70%	100
2000	180,000.00	7.80%	100
2001	195,000.00	7.90%	100
2002	210,000.00	8.00%	100
2003	225,000.00	8.10%	100
2004	245,000.00	8.20%	100
2005	265,000.00	8.25%	100
2006	290,000.00	8.25%	100

The average interest rate is 7.95610%. The net interest cost (NIC) including the 2.225% discount is 8.17352%. The true interest cost (TIC) is 8.22283%.

APPROVED
BY THE CITY COUNCIL

JAN 22 1991

OFFICE OF THE
CITY CLERK

RESOLUTION NO. 91-053

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION APPROVING PAYING AGENT/REGISTRAR AGREEMENT

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

The City Council of the City of Sacramento resolves:

As a part of the proceedings for improvements in New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California, this Council approves that certain Paying Agent/Registrar Agreement between the CITY OF SACRAMENTO and SECURITY PACIFIC NATIONAL BANK dated 02-05-91, 1991, and attached to this resolution.

The City Manager is authorized to sign the agreement and the City Clerk is authorized to attest its execution.

* * *

This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 22nd day of January, 1991.

Mayor

ATTEST:

City Clerk

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

91-019

PAYING AGENT AGREEMENT

THIS AGREEMENT (this "Agreement"), is entered into as of February 5, 1991 by and between the the City of Sacramento (the "Issuer"), and Security Pacific National Bank, a national banking association (the "Bank") as Paying Agent, and Registrar.

RECITALS

WHEREAS the Issuer has duly authorized and provided for the issuance of its bonds, entitled Limited Obligation Improvement Bonds, City of Sacramento, New Ramona Colony Street Assessment District No. 90-02, Sacramento County, California (the "Bonds") in an aggregate principal amount of \$2,580,095.06 to be issued as fully registered bonds without coupons;

WHEREAS all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the bonds;

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Registrar for the Bonds;

WHEREAS the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment and Acceptance.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners of the Bonds in accordance with the terms and provisions of this Agreement and the Bond Resolution, the principal of, redemption premium (if any), and interest on all of any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds. As Registrar, the Bank shall keep and maintain, for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein and in the Resolution.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 1.02.Compensation.

As compensation for the Bank's services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees as set forth in a separate agreement between the Issuer and the Bank for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the fiscal year of the Issuer if there are any changes, and shall be effective upon the first day of the following fiscal year.

In addition, the Issuer agrees to reimburse the Bank upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with entering into and performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

ARTICLE TWO

DEFINITION

Section 2.01.Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means Security Pacific National Bank, a national banking association.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Bond Resolution" means the resolution of the Issuer adopted January 22, 1991 pursuant to which the Bonds are issued.

"Bond" or "Bonds" means any one or all of the \$2,580,095.06 in aggregate principal amount of bonds entitled Limited Obligation Improvement Bonds, City of Sacramento, New Ramona Colony Street Assessment District No. 90-02, Sacramento County, California.

"Fiscal Year" means the fiscal year of the Issuer ending June 30 of each year.

"Issuer" means the City of Sacramento.

"Issuer Request" means a written request or resolution signed in the name of the issuer and delivered to the Bank.

"Paying Agent" means the Bank when it is performing the function of paying agent.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the Bank when it is performing the function of registrar.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond Resolution as the date on which the principal of such Bond is due and payable.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond Resolution.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bond Resolution.

ARTICLE FOUR

REGISTRAR

Section 4.01.Initial Delivery of Bonds.

The bonds will be initially registered and delivered to the purchaser designated by the Issuer in the Bond Purchase Agreement dated January 22, 1991 as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, exchange the Bonds initially delivered for Bonds of authorized denominations, registered in accordance with the instructions in such request, and maturing on the same Stated Maturity dates as and bearing interest at the rates borne by the Bond initially delivered.

Section 4.02.Duties of Registrar.

The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds.

Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by a national or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Registered Owner thereof or his attorney duly authorized in writing. Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03.Unauthenticated Bonds.

The Issuer shall provide to the Bank, on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank covenants that it will maintain such unauthenticated bonds in safekeeping.

Section 4.04.Form of Bond Register.

The Bank as Registrar will maintain the records of the Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05.Reports.

The Issuer may inspect and make copies of the information in the Bond Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the Bond Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer immediately so that the Issuer may contest the subpoena or court order.

Section 4.06. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for a period of six (6) years shall be destroyed and evidence of such destruction furnished to the Issuer.

ARTICLE FIVE

THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the Bonds as the same shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any

financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely or be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but is protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner, provided that the Bank has discharged its duty of inquiry, if any, established by law with respect to any adverse claim against such Bonds.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon. The Issuer agrees to pay the fees and expenses of such counsel in connection herewith.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

Section 5.03. Recitals of Issuer.

The recitals contained in the Bond Resolution and the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

Section 5.04. May Own Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds.

Section 5.05. Money Held by Bank.

Money held by the Bank hereunder need not be segregated from other funds.

The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed for two years after the Stated Maturity of the Bond will be paid by the Bank to the Issuer, upon receipt of a written Issuer Request, and the Issuer and the Bank agree that the registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Other Transactions.

The Bank may engage in or be interested in any financial or other transaction with the Issuer, provided that if the Bank determines that any such relation is in conflict with its duties under this Agreement, it shall eliminate the conflict or resign as Paying Agent and Registrar.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further waive personal service any process and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.08. Indemnification.

The Issuer shall indemnify the Bank, its officers, directors, employees, and agents ("Indemnified Parties") for, and hold them harmless against any loss, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Bank's gross negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by fifteen (15) days written notice.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be effected or impaired.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Term and Termination.

This Agreement shall be effective from and after its date and until the Bank resigns or is removed in accordance with the Bond Resolution; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the bank hereunder. The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, be removed or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Registrar. If an instrument of acceptance by a successor Paying Agent and Registrar shall not have been delivered to the Bank within 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Registrar. In the event of resignation or removal of the Bank as Paying Agent, Transfer Agent and Register, upon the request of the Issuer and upon payment of the amounts owing to the Bank hereunder the Bank shall deliver to the issuer or its designee all funds and Bonds, and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the Bond Register. The provisions of Section 1.02 and Section 5.08 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 6.12. Documents to be filed with Bank.

At the time of the Bank's appointment as Paying Agent/Registrar, the Issuer shall file with the Bank the following documents; (a) a certified copy of the Bond Resolution and a specimen of the Bonds; (b) an opinion of legal counsel to the effect that (i) the Issuer is duly organized and existing and authorized to issue the Bonds, (ii) the Bonds, the Bond Resolution, and this Agreement have been duly authorized, executed, issued, and delivered and constitute valid and binding obligations of the Issuer in accordance with their terms, (iii) all authorizations, approvals, registrations, or consents of all federal, state or other governmental agencies required for the issuance of the Bonds have been given or in the alternative, no such authorizations, approvals, registrations, or consents are required, and (iv) this Agreement is a legal and binding obligation of the Issuer enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors rights generally; and (c) an Issuer Request containing written instructions to the Bank with respect to the issuance and delivery of the Certificates for the Bonds, including the name of the registered owners and the denominations of the certificates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: _____

Title: _____

Address: _____

ATTEST:

Secretary

(SEAL)

SECURITY PACIFIC NATIONAL BANK As
Paying Agent and Registrar

By: Charles M. L.

Title: Assistant Vice President

Address: Corporate Services Division
(NF-145)

33 New Montgomery Street, 11th Floor
San Francisco, California 94105

APPROVED
BY THE CITY COUNCIL

JAN 22 1991

OFFICE OF THE
CITY CLERK

RESOLUTION NO. 91-054

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AWARDING CONSTRUCTION CONTRACT

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

The City Council of the City of Sacramento resolves:

The City of Sacramento has received public bids for the construction of improvements in New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California.

The Engineer of Work has reviewed the bids and now recommends award of the construction contract to the lowest responsible bidder, Teichert Construction, whose bid price is \$2,163,879.00. The City Council therefore awards the contract to that bidder. All other bids are rejected.

The City Council directs the City Clerk to publish a notice of award of contract.

The City Council authorizes and directs the City Manager and the City Clerk to sign the written contract for this construction when it is presented to them for signature, along with the surety bonds and insurance certificates required by the construction specifications. Said written contract will provide that the contractor agrees to comply with the provisions of Section 1770 of the Labor Code of the State of California, and particularly with Sections 1776 and 1777.5 thereof.

*

*

*

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 22nd day of January, 1991.

Mayor

ATTEST:

City Clerk

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

APPROVED
BY THE CITY COUNCIL

JAN 22 1991

OFFICE OF THE
CITY CLERK

RESOLUTION NO. 91-055

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AUTHORIZING CHANGE ORDERS

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

The City Council of the City of Sacramento resolves:

The City Council hereby authorizes the Director of Public Works to issue change orders for the work in New Ramona Colony Street Assessment District No. 90-02, under the following conditions:

1. To correct clerical and technical errors in the plans and specifications.
2. To modify the design of the improvement to accord with better engineering practice or to achieve economy of construction.
3. To adjust the design of the improvement to utility locations, soil conditions, or other conditions unknown or uncertain when plans were drawn.

Cost increases in change orders issued under this authority shall not aggregate more than the amount set aside for construction contingencies in the cost estimate approved by the City Council.

*

*

*

This Resolution was passed and adopted by the City Council of the City of Sacramento, County of Sacramento, State of California, this 22nd day of January, 1991.

Mayor

ATTEST:

City Clerk

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

NOTICE OF AWARD OF CONTRACT

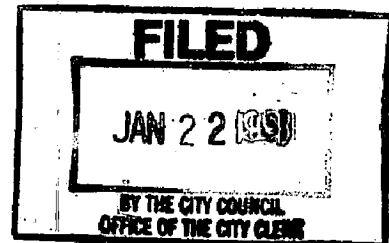
NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

NOTICE:

On January 22, 1991, the City Council of the City of Sacramento awarded a contract for improvements in the New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California, to the lowest responsible bidder, Teichert Construction, at the prices bid under procedures specified by the Municipal Improvement Act of 1913 of the State of California.

DATED: January 22, 1991

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



WAIVER AND RELEASE OF ALL CLAIMS

For payment of \$150.00, and other valuable consideration, John Wisner (hereafter referred to as the "Undersigned"), owning property located at 7430 Brighton Avenue, Sacramento, CA 95826, Assessor's Parcel No. 079-0242-002 (hereafter referred to as the "Property"), releases, waives and forever discharges any and all demands, actions, causes of action, and claims of any kind or nature whatsoever, known or unknown, for damage or loss to personal or real property, which Undersigned has or may have against the City of Sacramento, and its agents, representatives, officers and employees (hereafter collectively referred to as the "City"), arising out of or resulting from street reconstruction and ditch grading work performed on Brighton Avenue or on the Property in connection with the New Ramona Colony Assessment District (hereafter referred to as the "Work").

This Waiver and Release of Claims includes all rights arising under Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete waiver and release, the Undersigned expressly acknowledges that this agreement is intended to release and extinguish, without limitation, all claims and/or actions related in any way to the Work which the Undersigned does not know or suspect to exist.

This Waiver and Release of Claims shall be binding on the Undersigned's heirs, executors, administrators, devisees, successors and assigns. The Undersigned represents and warrants that said Undersigned has the authority and capacity to make the waiver and release as set forth herein, and that the Undersigned is the owner of the claims asserted or which could have been or may be asserted as set forth or referred to herein.

The Undersigned acknowledges and agrees that this Waiver and Release of Claims is executed as a compromise settlement of a disputed claim, freely and voluntarily executed, and nothing contained herein shall constitute, nor shall it be deemed to constitute, an admission of liability or anything else, whether of fact or law, on the part of the City.

In consideration of the covenants and agreements recited herein, Undersigned does hereby accept and acknowledge receipt of the sum of \$150.00.

Dated: 6-9-92


John Wisner

NOTICE OF AWARD OF CONTRACT

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

NOTICE:

On January 22, 1991, the City Council of the City of Sacramento awarded a contract for improvements in the New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California, to the lowest responsible bidder, Teichert Construction, at the prices bid under procedures specified by the Municipal Improvement Act of 1913 of the State of California.

DATED: January 22, 1991

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

~~AD NO. 7051~~

~~RUN TIME: January 30, 1991~~

~~3 PUB PROOFS~~



OFFICE OF THE
CITY CLERK

OPERATION SERVICES

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 304
915 I STREET
SACRAMENTO, CA
95814-2671

916-449-5426

January 28, 1991

Security Pacific National Bank
Attn: Jennifer Holder
33 New Montgomery Street, 11th Floor
San Francisco CA 94105

On January 22, 1991, the Sacramento City Council adopted Resolution No. 91-053 authorizing the execution of Agreement No. 91-019 regarding approval of paying agent/registrar agreement for the New Romona Colony Street Assessment District No. 90-02.

Enclosed, for your records, is one fully certified copy of said agreement and authorizing resolution.

Sincerely,

Valerie A. Burrowes
City Clerk

mls/3.4

Enclosures

cc: Public Works
Risk Management



OFFICE OF THE
CITY CLERK
OPERATION SERVICES

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 304
915 'I' STREET
SACRAMENTO, CA
95814-2671

916-449-5426

January 29, 1991

Stone and Youngberry
One California Street
San Francisco CA 94111
Attn: Kim Stansbury

On January 22, 1991, the Sacramento City Council adopted Resolution No. 91-052 authorizing the execution of Agreement No. 91-024 regarding purchase of improvement bonds.

Enclosed, for your records, is one fully certified copy of said agreement and authorizing resolution.

Sincerely,

Valerie A. Burrowes
City Clerk

mls/3.4

Enclosures

cc: Public Works
Risk Management
Sturgis, Ness, Brunsell & Sperry
Merrill Lynch Capital Markets
Grigsby Brandford Powell Inc.
Donaldson, Lufkin & Jenrette Securities Corp
Thomas W. Clark Jr., MAI, Clark-Wolcott Co Inc.

CITY OF SACRAMENTO, CALIFORNIA
NEW RAMONA COLONY ASSESSMENT DISTRICT
FINANCING TEAM
(December 7, 1990)

91-052

BOND COUNSEL

Sturgis, Ness, Brunsell & Sperry
2000 Powell Street, Suite 1690
Emeryville, CA 94608-1804
Philip D. Assaf

(415) 652-7588
fax (415) 652-0190

UNDERWRITERS

1. Stone & Youngberg
One California Street
San Francisco, CA 94111
Scott Clinton
Kim Stansbury

(415) 981-1314
fax (415) 397-9592

2. Merrill Lynch Capital Markets
400 South Hope Street, Suite 2020
Los Angeles, CA 90071
Anthony H. Fisher, Director

(213) 683-4671
fax (213) 683-4514

3. Grigsby Brandford Powell, Inc.
230 California Street, Suite 601
San Francisco, CA 94542
Calvin B. Grigsby, President

(415) 392-4800
fax (415) 398-5548

4. Donaldson, Lufkin & Jenrette Securities Corp.
2121 Avenue of the Stars, Suite 3030
Los Angeles, CA 90067
William Reynolds, Senior Vice President

(213) 282-6151
fax (213) 282-6149

APPRAISER

Thomas W. Clark, Jr., MAI
Clark-Wolcott Company, Inc.
3230 Ramos Circle
Sacramento, CA 95827

(916) 366-3835
fax (916) 366-3911

TRUSTEE

MEMORANDUM OF PROCEEDINGS TO BE TAKEN BY
THE CITY COUNCIL OF THE CITY OF SACRAMENTO
ON TUESDAY, JANUARY 22, 1991 IN CONNECTION WITH
NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

It is in order for the City Council to consider the following:

- ✓ 1. Paid and Unpaid List. This is to be filed. Please note additional instructions below.
- ✓ 2. Resolution Determining Assessments Remaining Unpaid. This is to be passed. Please note additional instructions below.
- ✓ 3. Preliminary Official Statement. This is to be filed.
- ✓ 4. Resolution Approving Preliminary Official Statement. This is to be passed.
- ✓ 5. Resolution Authorizing Issuance of Bonds. This is to be passed. Please note additional instructions below.
- ✓ 6. Resolution Ordering Sale of Bonds. This is to be passed. Please note additional instructions below.
- ✓ 7. Resolution Approving Paying Agent/Registrar Agreement. This is to be passed. Please note additional instructions below.
- ✓ 8. Resolution Awarding Construction Contract. This is to be passed.
- ✓ 9. Resolution Authorizing Change Orders. This is to be passed.
- ✓ 10. Notice of Award of Contract. This is to be filed. Please note additional instructions below.

ADDITIONAL INSTRUCTIONS TO CITY CLERK:

- ✓ A. Paid and Unpaid List - original and four copies are to be executed by the City Treasurer. The original is to be retained in the office of the City Treasurer; copy to you, copy to the Director of Public Works and two copies to the undersigned.
- ✓ B. Resolution determining assessments remaining unpaid - a certified copy is to be sent to the Sacramento County Auditor's Office.
- ✓ C. Resolution authorizing issuance of bonds - a certified copy is to be provided to the Security Pacific National Bank, 33 New Montgomery Street, 11th Floor, San Francisco, CA 94105, Attention: Jennifer Holder.

91-051

91-052
D.

Resolution ordering sale of bonds - a certified copy is to be attached to each copy of the purchase contract. The contract is to be executed in quadruplicate by the City. Please retain the original in your file; send one copy to Stone & Youngberg, One California Street, San Francisco, CA 94111, Attention: Kim Stansbury; and send two copies to the undersigned.

91-053
E.

Resolution approving paying agent/registrar agreement - an executed copy of the agreement is to be attached to a certified copy of the resolution. Please retain the original in your file; send one copy to Security Pacific National Bank, 33 New Montgomery Street, 11th Floor, San Francisco, CA 94105, Attention: Jennifer Holder, and send two copies to the undersigned.

91-054
F.

The Notice of Award of Contract is to be published in the DAILY RECORDER once as soon as possible after the award of contract. Please secure a proof of publication in triplicate. Keep a copy in your file of proceedings and send two copies to the undersigned.

91-055
G.

The enclosed form of Extract of Public Works Contract Award is to be completed and sent to the California Department of Industrial Relations at the address shown on the form within five days of award of contract. Please keep a copy in your file of proceedings and send two copies to the undersigned.

H.

Please provide the undersigned with two certified copies of each resolution adopted.

STURGIS, NESS, BRUNSELL & SPERRY
a professional corporation

By: Philip D. Assaf



CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

CONTRACT SPECIFICATIONS FOR NEW RAMONA COLONY ASSESSMENT DISTRICT

JN:1217

Non-Refundable Fee
\$35.00

Separate Plans

For Pre-Bid Information Call:
Caroline Quinn
(916) 449-5520

Bids to be received before
10:30 a.m., Tuesday,
October 16, 1990, at
Room 304, City Hall,
915 I Street,
Sacramento, CA 95814

FILED

OCT 23 1990

By the
Office of the City Clerk



RECEIVED A DIST. OCT 18 1990

**DEPARTMENT OF
PUBLIC WORKS**

ENGINEERING DIVISION

**CITY OF SACRAMENTO
CALIFORNIA**

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

916-449-8220
FAX 916-449-8678

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

JN:1217

October 16, 1990

916-449-5282

To Whom It May Concern:

Enclosed is Addendum No. 1 to the Contract Specifications for the New Ramona Colony Street Assessment District project.

Please attach this addendum to the Contract Specifications and acknowledge acceptance by initialling Addendum No. 1 on the Sealed Proposal Form and submit the required information with your bid.

Sincerely,

**THOMAS M. FINLEY
Engineering Division Manager**

**TF:CQ:jd:dc
1217A-S9.J**

ADDENDUM NO. 1
OCTOBER 10, 1990

New Ramona Colony Street Assessment District
JN:1217

Bids to be received October 23, 1990

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

CONTRACT SPECIFICATIONS:

1. Sealed Proposal

Replace the Sealed Proposal in the bound specifications with the revised attached Sealed Proposal.

2. Special Provisions - Permits Secured by Contractor

Add the following paragraph:

"The State of California Department of Industrial Relations has issued an underground classification for the boring/jacking underneath Power Inn Road at Cucamonga Avenue. This classification (attached) is hereby incorporated in the contract documents."

3. Special Provisions - Existing Utilities

Add the following paragraph:

"Minimum clearance requirements apply to work in the vicinity of the overhead PG&E power transmission facilities on the east side of Power Inn Road. It is the Contractor's responsibility to ascertain restrictions on work in this area through contacting PG&E, Sacramento Valley Region, Transmission Line Superintendent, at 923-7314."

4. Special Provisions - Time of Award

Delete "90 days" and replace with "125 days".

5. Items of the Proposal

Item No. 3 - Fence to Relocate

Delete this item and replace with "Item No. 3 - Fence to Remove" with the following wording:

"Contractor shall remove existing fences and gates as shown on the plans. Fencing material which the property owner wishes to keep shall be neatly stacked at the property line. All other fencing material shall become property of the Contractor and disposed of away from the project site.

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

Item No. 4 - Pit Run Base to Place

Replace the first sentence of the second paragraph with the following:

"This item shall consist of the excavation, disposal, and replacement of subgrade materials that, in the opinion of the Engineer, are unstable, excessively wet, or otherwise unsuitable. These materials shall be excavated to the depth and limits specified by the Engineer and replaced with pit run base (graded)."

Item No. 9 and Item No. 10 - Driveways to Construct

Add the following sentences to each of these items:

"Pit run base (1' minimum) shall be placed under driveways. This shall be included in this item."

Item Nos. 30 and 31 - Conductor Pipe to Bore and Jack

In the paragraph titled CASING PIPE GENERAL, change the second sentence by inserting after "minimum diameter" the words: "and minimum pipe thickness." In the paragraph titled STEEL CASING PIPE, delete the last sentence.

Item Nos. 44, 45, and 46 - Water Services to Place

Add the following sentence to the first paragraph:

"Fire Services shall conform to Detail No. TDW-28, attached at the end of these Special Provisions".

Incorporate attached detail, Detail No. TDW-28, at the end of the Special Provisions.

PLANS

6. SHEETS C14, C15, C16, AND C17

The following notes shall supersede fence-related notes on these plan sheets:

Ramona Avenue

- ° Station 22 + 75 to 25 + 12: Remove existing fence
- ° Station 29 + 46 to 31 + 50: Remove existing fence
- ° Station 33 + 00 to 33 + 96: Fence to be relocated by others

Cucamonga Avenue

- ° Station 3 + 00 to 5 + 15: Fence to be relocated by others

7. Sheet W2 - Watermains

Add the following note:

"6. The Contractor shall be responsible for all materials and labor required for the complete installation of all water tie-ins and taps, including service taps on existing mains. There are no City fees associated with the tie-ins or service taps."

OCT 23 1990

By the
Office of the City Clerk

State of California
Department of Industrial Relations
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH
MINING AND TUNNELING UNIT



UNDERGROUND CLASSIFICATION

#28-03-91

for

New Ramona Colony Street Assessment District
(Name of Tunnel or Mine)

as required by the *California Labor Code Section 7955* has been classified as

POTENTIALLY GASSY
(Type of Classification)

City of Sacramento, Department of Public Works
(Company Name)

of 927 10th Street, Rm 300, Sacramento, CA 95814
(Mailing Address)

at Power Inn Road and Cucamonga, Sacramento
(Location)

NOTE

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the *California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders*.

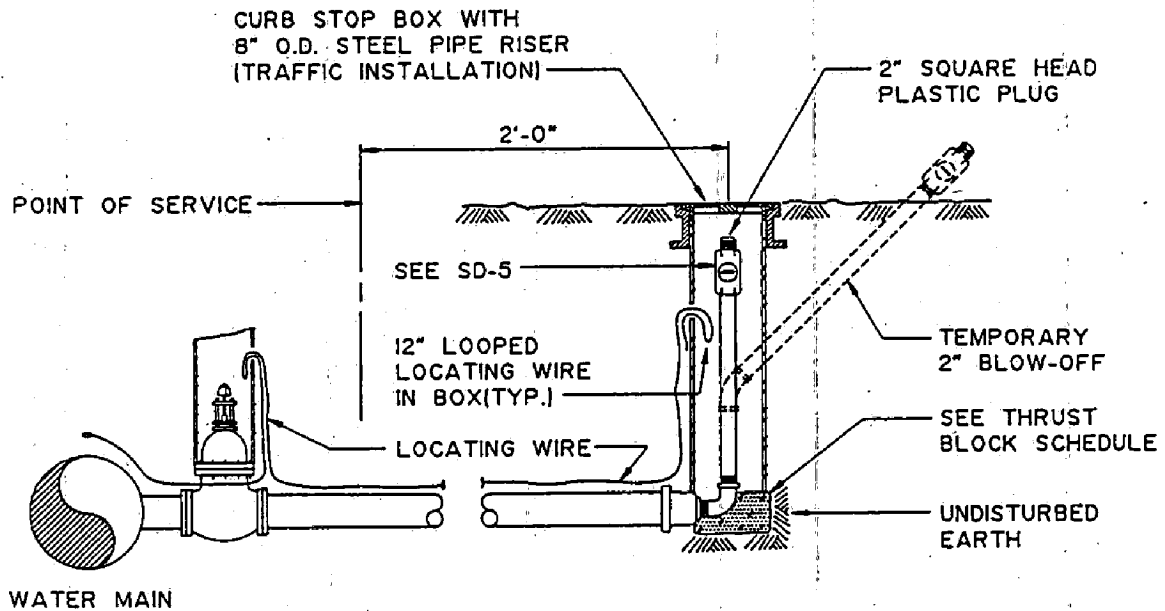
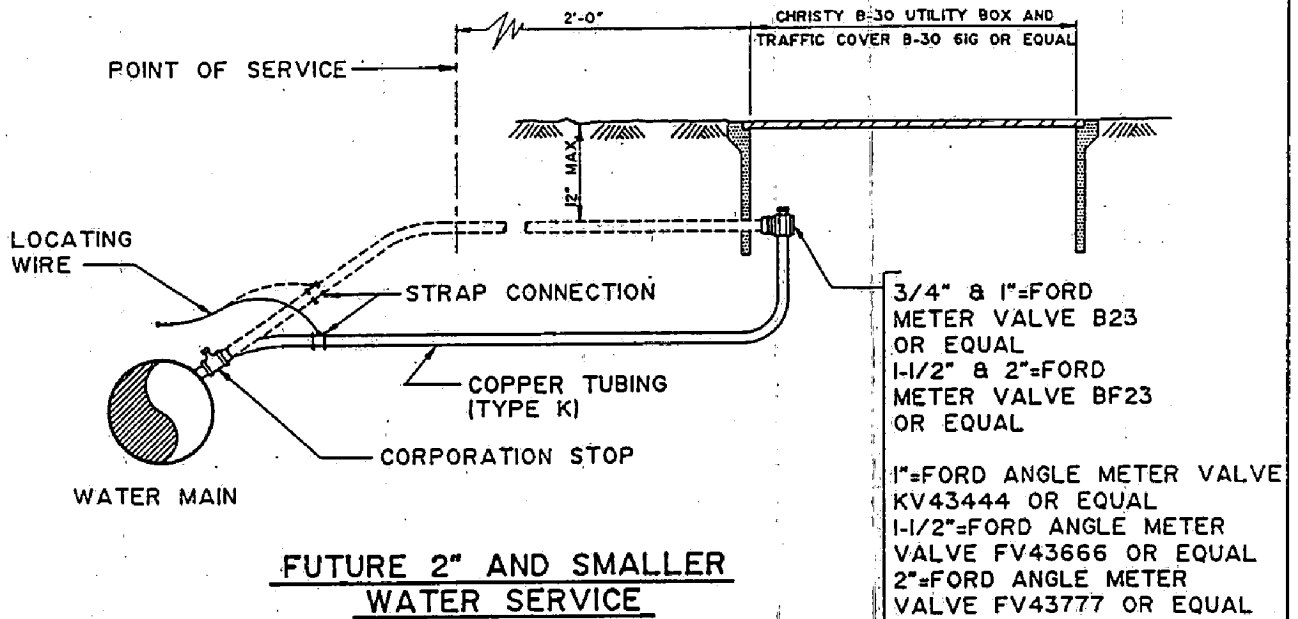
Division of Occupational Safety & Health

Date 9/18/90

By


Signature
for Richard Hughes
Senior Engineer

**This CLASSIFICATION Shall Be
Conspicuously Posted At The Place Of
Employment.**



NOTES:

- I. POINT OF SERVICE LOCATIONS
 - A. POINT OF SERVICE IS AT THE BACK OF CURB FOR ALL CITY STREETS WITH PLANTER STRIPS.
 - B. POINT OF SERVICE IS AT THE BACK OF SIDEWALK FOR STREETS WITH CONTINUOUS CURB, GUTTER AND SIDEWALK.
 - C. POINT OF SERVICE IS AT THE RIGHT-OF-WAY LINE FOR ALL UNIMPROVED STREETS AND ALLEYS.

THRUST BLOCK SCHEDULE	
MAIN SIZE	REQ'D TOTAL BEARING AREA
4-6	2.5 SQ. FT.
8	4.0 SQ. FT.
10	6.0 SQ. FT.

CITY OF SACRAMENTO
WATER DIVISION

INSTALLATION OF
FUTURE WATER SERVICES
(COMMERCIAL USE)

APPROVED BY: _____ SCALE: NONE
DATE: FEB 1990 DWG NO. TDW-28

PLATE 13-18

NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, Room 304, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:30 a.m. on October 23, 1990, and opened at 10:30 a.m., or as soon thereafter as business allows, in the Council Chamber, City Hall, for construction of:

New Ramona Colony Assessment District (JN:1217)

as set forth in the Construction Documents adopted September 18, 1990, by the City of Sacramento.

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

Bids must be submitted on printed forms supplied by the City Clerk to prospective bidders for a non-refundable fee of \$35.00. Bids must be enclosed in an envelope marked:

Sealed Proposal for New Ramona Colony Assessment District (JN:1217)

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

Contractors bidding on this project must possess a Class Class A or a combination of C-8, C-10, C-12, C-13 and C-34 License.

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

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

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

VALERIE A. BURROWES
CITY CLERK

JN:1217
09.1090

FILED

OCT 23 1990

CITY OF SACRAMENTOBy the
Office of the City Clerk**SEALED PROPOSAL**
(MUST BE SIGNED BY BIDDER)

Sealed Proposals will be received not later than 10:30 A.M. on October 23, 1990, at the Office of the City Clerk, Room 304, City Hall, Sacramento, California and opened at 10:30 A.M., or as soon thereafter as business allows, on October 23, 1990, in the Council Chamber, City Hall, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02
(JN:1217)

in the City and County of Sacramento, California.

The work is to be done in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and Special Provisions all as on file in the Office of the City Clerk, at the following Unit Prices.

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Clearing and Grubbing	1	JOB	\$ <u>LUMP SUM</u>	\$ <u>67,300.00</u>
2.	Roadway Excavation	18,638	CY	\$ <u>6.00</u>	\$ <u>111,828.00</u>
3.	Fence, to Relocate	200	LF	\$ <u>7.00</u>	\$ <u>1,400.00</u>
4.	Pit Run Base, to place	1000	TON	\$ <u>16.00</u>	\$ <u>16,000.00</u>
5.	Aggregate Base, Class 2, to Place	19,280	TON	\$ <u>9.00</u>	\$ <u>173,520.00</u>
6.	Asphalt Concrete, 4", to Construct	5,015	TON	\$ <u>30.00</u>	\$ <u>150,450.00</u>
7.	Curb & Gutter No. 4, to Construct	7,800	LF	\$ <u>12.00</u>	\$ <u>93,600.00</u>
8.	Curb No. 14, to Construct	230	LF	\$ <u>16.00</u>	\$ <u>3,680.00</u>
9.	Sidewalk, 3 1/2" PCC, to Construct	35,485	SF	\$ <u>2.80</u>	\$ <u>99,358.00</u>

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OCT 23 1990

10.	Driveway, 6" PCC, to Construct	By the Office of the City Clerk 297	LF	\$ <u>32.00</u>	\$ <u>31,904.00</u>
11.	Driveway, 3 1/2" PCC, to Construct	56	LF	\$ <u>30.00</u>	\$ <u>1,680.00</u>
12.	Drain Pipe, 12" Diameter, to Place	3,613	LF	\$ <u>43.00</u>	\$ <u>155,359.00</u>
13.	Drain Pipe, 15" Diameter, to Place	753	LF	\$ <u>45.00</u>	\$ <u>33,885.00</u>
14.	Drain Pipe, 18" Diameter, to Place	311	LF	\$ <u>48.00</u>	\$ <u>14,928.00</u>
15.	Drain Pipe, 24" Diameter, to Place	306	LF	\$ <u>31.00</u>	\$ <u>9,486.00</u>
16.	Drain Pipe, 27" Diameter, to Place	364	LF	\$ <u>32.00</u>	\$ <u>11,648.00</u>
17.	Drain Pipe, 30" Diameter, to Place	627	LF	\$ <u>33.00</u>	\$ <u>20,691.00</u>
18.	Drain Pipe, 33" Diameter, to Place	507	LF	\$ <u>39.00</u>	\$ <u>19,773.00</u>
19.	Drain Pipe, 36" Diameter, to Place	296	LF	\$ <u>43.00</u>	\$ <u>12,728.00</u>
20.	Drain Manhole No. 3, to Construct	16	EA	\$ <u>1500.00</u>	\$ <u>24,000.00</u>
21.	Drain Manhole No. 3A, to Construct	7	EA	\$ <u>1600.00</u>	\$ <u>11,200.00</u>
22.	Drain Manhole No. 4, to Construct	10	EA	\$ <u>2300.00</u>	\$ <u>23,000.00</u>
23.	Drop Inlet, Type B, to Construct	33	EA	\$ <u>1100.00</u>	\$ <u>36,300.00</u>
24.	Ditch Box, to Construct	14	EA	\$ <u>1100.00</u>	\$ <u>15,400.00</u>
25.	Vitrified Clay Sewer Pipe, 8" Diameter, to Place	3,833	LF	\$ <u>39.00</u>	\$ <u>149,487.00</u>
26.	Vitrified Clay Sewer Pipe, 10" Diameter, to Place	2,100	LF	\$ <u>41.00</u>	\$ <u>86,100.00</u>
27.	Vitrified Clay Sewer Pipe, 12" Diameter, to Place	873	LF	\$ <u>55.00</u>	\$ <u>48,015.00</u>

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By the
Office of the City Clerk

28. Vitrified Clay Sewer Pipe, 18" Diameter, to Place (Power Inn Road)	1,700	LF	\$ <u>105.00</u>	\$ <u>178,500.00</u>
29. Vitrified Clay Sewer Pipe, 18" Diameter, to Place (Cucamonga Road)	559	LF	\$ <u>76.00</u>	\$ <u>42,484.00</u>
30. Conductor Pipe, for 8" Diameter Sewer, to Bore and Jack	1	JOB	\$ <u>LUMP SUM</u>	\$ <u>26,000.00</u>
31. Conductor Pipe, for 18" Diameter Sewer, to Bore and Jack	1	JOB	\$ <u>LUMP SUM</u>	\$ <u>32,000.00</u>
32. Sewer Manhole to Construct (Depth < 8')	12	EA	\$ <u>1300.00</u>	\$ <u>15,600.00</u>
33. Sewer Manhole to Construct (Depth > 8')	20	EA	\$ <u>2200.00</u>	\$ <u>44,000.00</u>
34. VCP Sewer Service, 4" Diameter, to Construct	7	EA	\$ <u>1200.00</u>	\$ <u>8,400.00</u>
35. VCP Sewer Service, 6" Diameter, to Construct	40	EA	\$ <u>1300.00</u>	\$ <u>52,000.00</u>
36. VCP Sewer Service, 8" Diameter, to Construct	1	EA	\$ <u>2200.00</u>	\$ <u>2,200.00</u>
37. Inside Drop Connection, 8" Diameter, to Construct	4	EA	\$ <u>670.00</u>	\$ <u>2,680.00</u>
38. Water Main, 6" Diameter to Construct	70	LF	\$ <u>33.00</u>	\$ <u>2,310.00</u>
39. Water Main, 8" Diameter to Construct	1,200	LF	\$ <u>24.00</u>	\$ <u>28,800.00</u>
40. Water Main, 12" Diameter, to Construct	1,830	LF	\$ <u>33.00</u>	\$ <u>60,390.00</u>
41. Gate Valve, 6" Diameter, to Place	2	EA	\$ <u>660.00</u>	\$ <u>1,320.00</u>
42. Gate Valve, 8" Diameter, to Place	5	EA	\$ <u>760.00</u>	\$ <u>3,800.00</u>
43. Gate Valve, 12" Diameter, to Place	4	EA	\$ <u>1300.00</u>	\$ <u>5,200.00</u>
44. Water Service, 2" Diameter (Domestic), to Construct	13	EA	\$ <u>1400.00</u>	\$ <u>18,200.00</u>

45. Water Service, 6" Diameter (Fire), to Construct	1	EA	\$ <u>1,800.00</u>	\$ <u>1,800.00</u>
46. Water Service, 8" Diameter (Fire), to Construct	5	EA	\$ <u>2,000.00</u>	\$ <u>10,000.00</u>
47. Double Pumper Fire Hydrant Assembly, to Place	7	EA	\$ <u>2,800.00</u>	\$ <u>19,600.00</u>
48. Existing Fire Hydrant, to Relocate	8	EA	\$ <u>910.00</u>	\$ <u>7,280.00</u>
49. Blow-Off, 4" Diameter to Place	1	EA	\$ <u>1,300.00</u>	\$ <u>1,300.00</u>
50. Pedestrian Barricade, to Construct	4	EA	\$ <u>280.00</u>	\$ <u>1,120.00</u>
51. Retaining Wall, to Construct	390	LF	\$ <u>96.00</u>	\$ <u>37,440.00</u>
52. Water Valve Box, to Adjust to Grade	20	EA	\$ <u>340.00</u>	\$ <u>6,800.00</u>
53. Traffic Pull Box, to Adjust to Grade	6	EA	\$ <u>270.00</u>	\$ <u>1,620.00</u>
54. Water Meter, to Remove and Reset	3	EA	\$ <u>270.00</u>	\$ <u>810.00</u>
55. Mail Box, to Relocate	11	EA	\$ <u>95.00</u>	\$ <u>1,045.00</u>
56. Street Sign, to Relocate	2	EA	\$ <u>80.00</u>	\$ <u>160.00</u>
57. Traffic Signals, at Power Inn Road and Cucamonga Avenue, to Construct	1	JOB	\$ <u>LUMP SUM</u>	\$ <u>82,000.00</u>
58. Street Lighting System, to Modify and Install	1	JOB	\$ <u>LUMP SUM</u>	\$ <u>35,000.00</u>
59. Mast Arm Electroliers, to Install	6	EA	\$ <u>1,800.00</u>	\$ <u>10,800.00</u>
60. Preconstruction Photographs	1	JOB	\$ <u>LUMP SUM</u>	\$ <u>500.00</u>
TOTAL				\$ <u>2,163,879.00</u>

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or Notice to Proceed, whichever is applicable.

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OCT 23 1990

By the
Office of the City Clerk

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item, unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

It is understood that this bid is based upon completion of the work within a period of One Hundred and Fifty (150) working days commencing on the date specified in the Notice To Proceed.

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

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

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

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

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OCT 23 1990

By the
Office of the City Clerk

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ Bidder's Bond not less than ten percent (10%) of amount bid.

☐ CERTIFIED CHECK
☐ MONEY ORDER
☐ CASHIER'S CHECK
☒ BID BOND

CONTRACTOR

Addendum No. 1 October 18, 1990

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

TEICHERT CONSTRUCTION

By: Douglas E. Meyer
(Signature)

Title: DOUGLAS E. MEYER
DISTRICT MANAGER
3811 Kiefer Blvd.

Address: P.O. Box 15002
Sacramento, Calif. 95851
Sacramento, Calif. 95851

Telephone No: 386-6800

FILED

OCT 23 1990

By the
Office of the City Clerk

Contractor's License:

Valid Contractor's License No: 8, Classification: A

KW:jd:dc
1217-S9.J

DATE BID OPENED	<u>10/23/90</u>
EMPLOYEE INITIALS	<u>DS</u>
MARK ONE BOX FOR EACH ITEM ONLY	
BID SECURITY	
<input type="checkbox"/> NONE REQUIRED	
<input checked="" type="checkbox"/> PROPERLY SIGNED	
BID DEPOSIT TYPE	
<input checked="" type="checkbox"/> BID BOND	
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK	
<input type="checkbox"/> CERTIFIED CHECK	
<input type="checkbox"/> CASH	
<input type="checkbox"/> CALIF. BANK MONEY ORDER	
AFTER AWARD OF BID	
<input type="checkbox"/> SECURITY RETURNED	
<input type="checkbox"/> SECURITY ACCEPTED	
EMPLOYEE INITIALS	_____
DATE	_____

*addendum
Acknowledged*

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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

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

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

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

EXCEPTION: _____
Date Violation Type Place of Occurrence Yes No
Was Employed By This Firm.
If additional space is required use back of this form.

* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

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

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: TEICHERT CONSTRUCTION

BY:

Douglas E. Meyer
DOUGLAS E. MEYER
DISTRICT MANAGER

Title

Date:

OCT 23 1990

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

OCT 23 1990

By the
Office of the City Clerk

State of California
Department of Industrial Relations
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH
MINING AND TUNNELING UNIT



UNDERGROUND CLASSIFICATION

#28-03-91

for

New Ramona Colony Street Assessment District
(Name of Tunnel or Mine)

as required by the *California Labor Code Section 7955* has been classified as

POTENTIALLY GASSY
(Type of Classification)

City of Sacramento, Department of Public Works
(Company Name)

of 927 10th Street, Rm 300, Sacramento, CA 95814
(Mailing Address)

at Power Inn Road and Cucamonga, Sacramento
(Location)

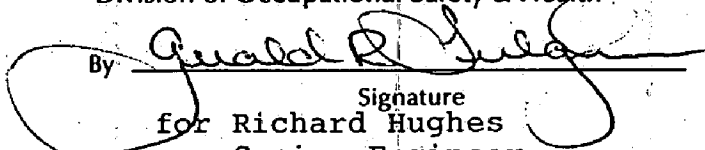
NOTE

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the *California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders*.

Division of Occupational Safety & Health

Date 9/18/90

By


Signature
for Richard Hughes
Senior Engineer

**This CLASSIFICATION Shall Be
Conspicuously Posted At The Place Of
Employment.**

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKMEN'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for workmen's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of the work on this contract.

Teichert Construction

Bidder

By

Douglas E. Meyer

Title

DOUGLAS E. MEYER
DISTRICT MANAGER

Address

8811 Kiefer Blvd.

P. O. Box 15002

Sacramento, Calif. 95851

Date

JAN 22 1991

PLEASE READ CAREFULLY BEFORE SIGNING

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

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

GUARANTEE

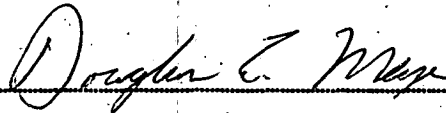
We hereby guarantee the

New Ramona Colony Assessment District

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:



DOUGLAS E. MEYER
DISTRICT MANAGER

Dated:

JAN 22 1991

AGREEMENT

THIS AGREEMENT, dated for identification as of JUN 22 1991, 19 , between
the CITY OF SACRAMENTO, a municipal corporation, (hereinafter called "City"), and
Teichert Construction

(hereinafter called the "Contractor").

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

1. CONTRACT DOCUMENTS

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

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

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

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

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

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

4. SCOPE OF CONTRACT

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

New Ramona Colony Assessment District

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

NONE

5. CONTRACT AMOUNT AND PAYMENTS

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

6. PROGRESS AND FINAL PAYMENTS

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

- (A) On the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the work through the twentieth (20) calendar day of the preceding month; the Contractor and Engineer shall inspect the statement and, if both approve the statement, the City shall issue a certificate for ninety percent (90%) of the amount it shall find to be due.
- (B) No inaccuracy or error in said monthly estimates shall operate to release Contractor or Surety from damages arising from such work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- (C) Contractor shall not be paid for any defective or improper work.
- (D) City shall pay the remaining ten percent (10%) of the value of the work done under this contract, if unencumbered, thirty-five (35) days after final completion and acceptance of work by City. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against the City arising under the Contract Document.
- (E) Progress payment due the Contractor shall be made within thirty (30) days following receipt of statement jointly approved by the Contractor and the Engineer.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due Contractor from City. If, on completion termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the work on or before fifteen (15) working days from and after receipt of written Notice to Proceed from City to Contractor and will diligently prosecute the work to final completion. The phrase "commence the work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrication, erection, or installation of the work. Said Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance. The continuous prosecution of work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire work shall be brought to completion in the manner provided for in the Contract Documents on or before One Hundred Fifty (150) working days (hereinafter called the "Completion Date") from the date of the Notice to Proceed unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the work by the Completion Date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is and shall be of the essence in these Contract Documents.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work which may be discovered before final acceptance of the entire work. Any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by the inspector. The inspection of the work, or any part thereof, shall not relieve Contractor of any of his obligations to perform satisfactory work as herein prescribed.

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

12. RELEASE

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

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

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

14. NO WAIVER OF REMEDIES

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

15. GUARANTEE

Except as otherwise expressly provided in the Specifications, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Contractor guarantees all work executed by him and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City of Sacramento. Contractor shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City. Contractor shall provide City with a Maintenance Bond or Letter of Credit in the amount of five (5%) of the Contract covering the warranty period. Said security shall be filed with the City prior to Contract acceptance by the City Council.

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

16. DETERMINATION OF DAMAGES

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

17. LIQUIDATED DAMAGES

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

18. PAYMENT OF DAMAGES

In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments which would otherwise be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as hereinbefore specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

19. INDEMNITY AND HOLD HARMLESS

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

20. CONTRACTOR SHALL ASSUME RISKS

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

21. GENERAL LIABILITY OF CONTRACTOR

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

22. INSURANCE

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

(A) Worker's Compensation

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

(B) Comprehensive Auto and General Liability Insurance

Contractor must provide sufficient broad coverage to include:

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

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

(C) Certificate of Insurance

Contractor shall have City's standard Certificate of Insurance completed and filed with the Division of Risk Management within fifteen (15) days of the execution of this Agreement. Said policies shall provide that no 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) calendar days written notice prior to the effective date of such cancellation or change in coverage.

(D) Worker's Compensation Certificate

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

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

23. FAILURE TO MAINTAIN INSURANCE

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

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

24. EXTENSIONS OF TIME

In the event City deems it necessary, in its sole discretion, to extend the time of completion of the work to be done under this Contract beyond the required Completion Date herein specified, such extensions shall in no way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the Bonds executed pursuant to said provisions. By executing such Bonds, the sureties shall be deemed to have expressly agreed to any extension of time shall be limited to the period of excusable delay as defined herein giving rise to the same as determined by City Council of City.

25. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of governmental agency; priorities or privileges established for the manufacture, assembly, or allotment of materials necessary in the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by City insofar as they necessarily require additional time in which to complete the work; the prevention of City of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's subcontractors; or the prevention of Contractor from commencing or prosecuting the work because of a City-wide failure of public utility service.

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

26. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the work, and in any event upon the occurrence of any delay which Contractor regards as an Excusable Delay, he shall notify the Engineer in writing immediately within ten (10) calendar days of the probability of such delay and its cause, in order that the Engineer may take immediate steps to prevent if possible the occurrence or continuance of the delay or if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the work are delayed thereby. Said notice shall constitute an application for an extension of time only if the notice requests such an extension and sets for the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

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

27. EXTENSION OF TIME

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

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

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

29. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the work whether such delays qualify for extension of time under this Agreement or not, providing the elements precluding recovery of damages by Contractor in Section 7102 of the Public Contracts Code are met.

30. CHANGES IN THE WORK

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

31. TERMINATION AFTER COMPLETION DATE

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

32. CONTRACTOR BANKRUPT

If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 33. Contractor's Surety shall have the right to complete the work by commencing within thirty (30) calendar days as specified in Section 33; and, in the event Contractor's Surety fails to commence work within thirty (30) calendar days as specified in Section 33, City shall have the right to complete, or cause completion of the work, all as specified in Section 33.

33. TERMINATION FOR BREACH OF CONTRACT

If Contractor should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the City Council, or if the Engineer should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if Contractor should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor or persistently disregard laws, ordinances or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City Council may give Contractor and his Surety written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within ten (10) calendar days from the date of such notice, the Contract shall upon the

expiration of said ten (10) calendar days cease and terminate. In the event of any such termination, City shall immediately serve notice thereof upon the Surety and Contractor; and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) calendar days from the date of the mailing to such Surety of notice of termination, City may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of Contractor, and his Surety shall be liable to City for any excess cost occasioned City thereby, as hereinafter set forth.

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

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

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

DATE JAN 22 1991

REQ'D. INS.

PL & PD	Exp. <u>4/1/91</u> OK <u>Edk</u>
Worker's Comp.	Exp. <u>4/1/91</u> OK <u>Edk</u>

DATE: 2-11-91

ATTEST: Talene A. Burrows

City Clerk

ORIGINAL APPROVED AS TO FORM

Sabrina M. Thompson
City Attorney

CONTRACTOR

By Douglas E. Meyer
DOUGLAS E. MEYER
DISTRICT MANAGER

Title

CITY OF SACRAMENTO
a municipal corporation

By Wally J. Slizer
City Manager

FUNDING AVAILABLE: ^{34mm} 663-ASD-26AD-4820

Lydia Lane
Accounting Officer

SUBSTITUTION OF SECURITIES FOR MONEY WITHHELD

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

PERFORMANCE BOND

BOND NO. 078548
PREMIUM \$7824.00

KNOW ALL MEN BY THESE PRESENTS: That

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

Teichert Construction

hereinafter designated as the "Principal", a contract for

New Ramona Colony Assessment District

; 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

AMERICAN HOME ASSURANCE COMPANY

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

Two Million, One Hundred Sixty-Three Thousand, Eight Hundred Seventy-Nine DOLLARS

(\$ 2,163,879), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

STATE OF CALIFORNIA

SS.

..... County of SACRAMENTO

On this 22nd day of JANUARY, in the year
..... 1991, before me, KATHY JACKSON

a Notary Public, State of California, duly commissioned and sworn, personally appeared
..... JANA PILGARD, personally known to me ~~on the basis of satisfactory evidence~~

~~on the basis of satisfactory evidence~~ to be the person whose name is subscribed to this
instrument as the attorney in fact of AMERICAN HOME ASSURANCE COMPANY ...

....., and acknowledged that ... S. he subscribed the name of . AMERICAN HOME ASSURANCE
..... COMPANY

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

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

Kathy Jackson

Notary Public, State of California.

My commission expires 7-26-91



OFFICIAL SEAL
KATHY JACKSON

NOTARY PUBLIC-CALIFORNIA
Principal Office in SACRAMENTO County
My Commission Expires July 26, 1991

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

Cowdery's Form No. 24 — Acknowledgment to Notary
Public-Attorney in Fact — (C.C. Sec. 1181, 1192) — (Rev. 1/83)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 22nd day of JANUARY, 1991 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.

TEICHERT CONSTRUCTION

Principal

By Douglas E. Meyer

Title DOUGLAS E. MEYER
DISTRICT MANAGER

Surety AMERICAN HOME ASSURANCE COMPANY

THREE EMBARCADERO CENTER

Address

SAN FRANCISCO, CA 94111

City State Zip

By Jana Pilgard

JANA PILGARD, ATTORNEY IN FACT
CORROON & BLACK INSURANCE SERVICES

Address

P. O. BOX 255228

SACRAMENTO, CA 95865

City State Zip

ORIGINAL

APPROVED AS TO FORM:

Sabrina M. Thompson
City Attorney

JURAT HERE, PLEASE

No. 03-B-05549

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa. a Pennsylvania corporation, does each hereby appoint

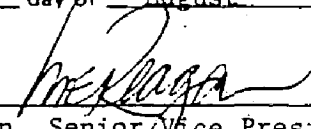
---Frank A. Dreyer, James E. Tallon, Jana Pilgard: of Sacramento, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents



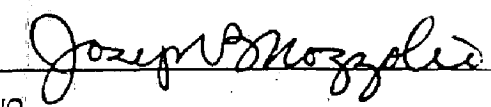
this 6 day of August, 1990


Mark E. Reagan, Senior Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK }

On this 6 day of August, 1990

before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.


JOSEPH B. NOZZOLIO
Notary Public, State of New York
No. 01-NO4652754
Qualified in Westchester County
Term Expires Jan. 21, 1992

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

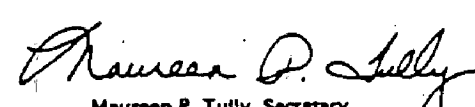
"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Maureen P. Tully, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 22nd day of JANUARY, 1991




Maureen P. Tully, Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

Teichert Construction

hereinafter designated as the "Principal", a contract for

New Ramona Colony Assessment District

; 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 Two Million, One Hundred Sixty-Three

Thousand, Eight Hundred Seventy-Nine DOLLARS (\$ 2,163,879),
said sum being equal to the estimated amount payable by the said City of Sacramento under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

STATE OF CALIFORNIA

SS.

County of SACRAMENTO

On this 22nd day of JANUARY, in the year
 1991, before me, KATHY JACKSON

a Notary Public, State of California, duly commissioned and sworn, personally appeared
 JANA PILGARD, personally known to me ~~to know~~

~~on the basis of satisfactory evidence~~ to be the person whose name is subscribed to this
 instrument as the attorney in fact of AMERICAN HOME ASSURANCE COMPANY ...

and acknowledged that ... S. he subscribed the name of AMERICAN HOME ASSURANCE
 COMPANY

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

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

Kathy Jackson

Notary Public, State of California.

My commission expires 7-26-91

OFFICIAL SEAL

KATHY JACKSONNOTARY PUBLIC-CALIFORNIA
Principal Office in SACRAMENTO County

My Commission Expires July 26, 1991

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

Cowdery's Form No. 24 — Acknowledgment to Notary
 Public-Attorney in Fact — (C.C. Sec. 1181, 1192) — (Rev. 1/83)

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 22nd day of JANUARY, 1991, 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.

TEICHERT CONSTRUCTION

Principal

By

Douglas E. Meyer
DOUGLAS E. MEYER
DISTRICT MANAGER

Title

Surety AMERICAN HOME ASSURANCE COMPANY

THREE EMBARCADERO CENTER

Address

SAN FRANCISCO, CA 94111

City

State

Zip

By

Jana Pilgard
JANA PILGARD, ATTORNEY IN FACT
CORROON & BLACK INSURANCE SERVICES

Address

P. O. BOX 255228

SACRAMENTO, CALIFORNIA 95865

City

State

Zip

ORIGINAL

APPROVED AS TO FORM:

Sabrina M. Thompson

City Attorney

JURAT HERE, PLEASE

No. 03-B-05549

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa. a Pennsylvania corporation, does each hereby appoint

---Frank A. Dreyer, James E. Tallon, Jana Pilgard: of Sacramento, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents



this 6 day of August, 1990

Mark E. Reagan
Mark E. Reagan, Senior Vice President

STATE OF NEW YORK } ss.
COUNTY OF NEW YORK }

On this 6 day of August, 1990
before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Joseph B. Nozzolio
JOSEPH B. NOZZOLIO
Notary Public, State of New York
No. 01-NO4652754
Qualified in Westchester County
Term Expires Jan. 31, 1992

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Maureen P. Tully, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 22nd day of JANUARY, 1991



Maureen P. Tully
Maureen P. Tully, Secretary

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

Chapter 1 of Division 2
APPRENTICES ON PUBLIC WORKS

(Note: Boldface type denotes key points.)

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

(Added by Stats. 1978, Ch. 1249)

1776. (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

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

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

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

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

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

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

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

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

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

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

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

(Amended 1983 ch. 681)

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

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

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

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual ap-

plications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to 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, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The contractor or subcontractor, if he or she is covered by this section, upon the issuance of the approval certificate, or if he or she has been previously approved in the 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 or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000) or 20 working days. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week, shall not be used to calculate the hourly ratio required by this section.

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

(a) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(b) The number of apprentices in training in such area exceeds a ratio of 1 to 5.

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

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

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or

statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already approved by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him or her, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Section 227.

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

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

(Amended by Stats. 1989, Ch. 1224)

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, excepted as provided in Section 3077, of such employee.

(Amended by Stats. 1976, Ch. 1179)

1777.7. (a) In the event a contractor or subcontractor willfully fails to comply with Section 1777.5, the Director of Industrial Relations shall deny to the contractor or subcontractor, both individually and in the name of the business entity under which the contractor or subcontractor is doing business, the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.

(b) A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of fifty dollars (\$50) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.

(c) In lieu of the penalty provided for in subdivision (a) or (b), the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(e) The interpretation and enforcement of Section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1989, Ch. 1224)

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 8-5, Sacramento, 95825, Telephone No. (916) 489-3685.

1. As used in these specifications:

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

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

- b. Establish and maintain a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with onsite supervisory personnel such as Superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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

GSAP REPORTING REQUIREMENTS

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

U. S. DEPARTMENT OF LABOR Employment Standards Administration, OFCCP				MONTHLY EMPLOYMENT UTILIZATION REPORT				1. COVERED AREA (SMSA OR EA)				3. CURRENT GOALS		4. REPORTING PERIOD							
This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.								2. EMPLOYER'S I.D. NO.				MINORITY: _____		FROM: _____							
								NAME AND LOCATION OF CONTRACTOR								FEMALE: _____		TO: _____		FEDERAL FUNDING AGENCY	
5. CONSTRUCTION TRADE		Classifications	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)										9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES						
			6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE						7. MINORITY PERCENTAGE		8. FEMALE PERCENTAGE		
			M	F	M	F	M	F	M	F	M	F			M	F	M	F			
	Journey worker																				
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TOTAL APPRENTICES																					
TOTAL TRAINEES																					
GRAND TOTAL																					
11. COMPANY OFFICIAL'S SIGNATURE AND TITLE								12. TELEPHONE NUMBER (Include area code)				13. DATE SIGNED				PAGE _____ OF _____					

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

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

Compliance Agency	U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)
Federal Funding Agency	U.S. Government agency funding project (in whole or in part). If more than one agency, list all.
Contractor	Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds.
Minority	Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women.
1. Covered Area	Geographic area identified in Notice required under 41 CFR 60-4.2.
2. Employer's Identification Number	Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority & Female)	See contract Notification.
4. Reporting Period	Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
5. Construction Trade	Only those construction crafts which contractor employs in the covered area.
6. Work-Hours of Employment (a-e)	a. The total number of male hours and the total number of female hours worked by employees in each classification. b-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
Classification	The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee)
7. Minority Percentage	The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage	For each trade the number reported in 6a, F divided by the sum of the numbers reported in 6a, M and F.
9. Total Number of Employees	Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total Number of Minority Employees	Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.

GOALS AND TIMETABLES
SACRAMENTO, CALIFORNIA

APPENDIX A

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

AREA COVERED

Goals for Women apply Nationwide

GOALS AND TIMETABLES

Timetable	Goals (percent)
Until further notice	6.9

APPENDIX B

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

SACRAMENTO, CALIFORNIA

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

GOALS AND TIMETABLES

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

SPECIAL PROVISIONS

SPECIAL PROVISIONS
FOR
NEW RAMONA COLONY STREET ASSESSMENT DISTRICT
(JN:1217)

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SPECIAL PROVISIONS
FOR
NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02
(JN:1217)

I. GENERAL REQUIREMENTS

A. Location and Scope of Work

The work to be performed under these Special Provisions consists in general of clearing and grubbing; construction of sanitary sewer and storm drainage collection mains including manholes, miscellaneous piping, drainage appurtenances, construction of water mains with valves and appurtenances, construction of asphalt concrete pavement and curb, gutter and sidewalk, relocating existing fire hydrants, construction of new fire hydrants, and installation of a street lighting system and traffic signal.

The time limit for completion of all work is (150) working days from the Notice to Proceed, and should said work not be completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of five hundred dollars (\$500.00) as liquidated damages and not as a penalty, for each calendar day's delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

The project area is located in the City of Sacramento, south of Folsom Boulevard and west of Power Inn Road, adjacent to the Southern Pacific Railroad tracks.

B. Specifications

The work to be performed under this contract shall be done in conformance with the Special Provisions contained herein. In these Special Provisions, reference is made to the June 1989 edition of the Standard Specifications of the City of Sacramento, referred to herein as Standard Specifications. The General Conditions of the contract shall be governed by Sections 1 through 9 of the Standard Specifications. The Special Provisions shall govern first, followed by the Standard Specifications.

C. Interpretation of Contract Documents

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) days before the time announced for opening the proposals.

Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as

promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information shall be directed to Caroline Quinn of the Engineering Division, 927 10th Street, Room 300, Sacramento, CA 95814 (916) 449-5520, FAX (916) 449-8678.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents, including the addenda. These items shall be brought to the attention of the Engineer at least one (1) week prior to the bid opening date.

D. Review of Contractor's Information

When review and checking for acceptance is required of any drawing, or information regarding materials and equipment, the Contractor shall prepare or secure, and submit for review, seven (7) copies. At least 30 days prior to his need for approval, Contractor shall forward to Engineer all submittals required by these specifications. The Engineer, after taking appropriate action, will return two (2) marked copies to the Contractor.

Submittals will be acted upon by the Engineer as promptly as possible. The Engineer will return the marked copies indicating one of the following four (4) actions:

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

E. Record Drawings

The Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all pipe and conduit; structures; electrical; and other improvements. Drawings shall be kept current weekly, with all work instructions and change orders; installation accommodations; and construction adjustment. Drawings shall be subject to the inspection of the Engineer at all times, and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Prior to acceptance of the work, the Contractor shall deliver to the Engineer two (2) sets of neatly marked record drawings accurately showing the information required above.

F. Proof of Compliance with Contract

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of work or materials, the Contractor shall, at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

G. Storage of Materials and Equipment

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

H. Manufacturer's Direction

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

I. Water Main Connections and Shutdowns

Connections and shutdowns shall be scheduled with the Resident Engineer by the Contractor. It shall be the Contractor's responsibility to drain, pump and dispose of water in the existing main affecting the project and to contact the Resident Engineer to coordinate and schedule such work. Without exception, all opening and closing of the valves on existing mains will be executed by Water Division crews.

J. 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 this work in the items he deems appropriate. The Contractor should be cautious to do all work required related to minor drainage diversion within existing easements.

K. Maintaining Access to Private Property

Driveways may only be closed after giving property owners 24 hours notice in advance of the closure. Driveways may only be closed during normal work periods.

Wherever driveways or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary driveways or roadways promptly after pipe trench backfilling operations have been completed. The driveways and private roads shall be maintained in a satisfactory passable condition until final restoration has been made.

The Contractor shall at all times provide vehicle access from at least one direction to all residences and commercial businesses within the construction area.

L. Notification of Property Owners

The Contractor shall be responsible for notifying all property owners along the line of work 24 hours in advance prior to commencing work in front of said property.

M. Protection of Existing Improvements

Existing improvements, utilities, and adjacent public or private property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, fences, retaining walls, planter curbs, existing pavements, curbs, gutters, sidewalks and other improvements within the proposed right-of-way shall be removed unless otherwise noted on the Plans. Underground on-site utilities, mailboxes, fire hydrants and street signs shall be relocated to beyond back of sidewalk. The Contractor shall be liable for all costs of replacing or repairing damage to existing improvements, utilities, and adjacent public or private property outside the proposed right-of-way.

The Contractor shall notify the City Signal Shop (449-5714) 24 hours prior to beginning any excavation work along either side of Power Inn Road to enable location of buried detector or signal interconnect wiring.

All painted or other disfiguring markings on the pavement, sidewalk or gutters shall be removed by the Contractor before acceptance of the work.

N. Rights-of-Way and Easements

The City of Sacramento will acquire all permanent rights-of-way and easements shown on the Plans and will obtain rights-of-entry for parcels in which construction will occur. The acquisition of easements and rights-of-entry may not be complete at the time the construction contract is bid or when the construction contract is executed. No construction or entry into property will be allowed where easements, rights-of-way or rights-of-entry have not been acquired. The current status of acquisition of rights-of-entry and easements will be provided to the Contractor before the beginning of construction. The Contractor shall, at all times during the work, keep himself informed of the status of the easements, rights-of-way and rights-of-entry.

The Contractor's attention is directed to the fact that he shall confine his operations within the limits of the existing rights-of-way or easements provided as much as practical. In the event the Contractor finds it necessary to encroach on adjoining property or on property for which an easement or right-of-entry has not been obtained, the Contractor shall make all arrangements and enter into any agreements with the property owner for said encroachment. A signed copy of any such agreement shall be filed with Engineer prior to encroaching on such property.

O. Existing Improvements in Easements

The Contractor shall provide adequate means of protecting existing improvements in easements outside the public right-of-way. The Contractor shall be responsible for repair or replacement of all existing improvements damaged as a result of construction activities.

P. Pavement Cutting and Restoration

Pavement cutting and restoration shall conform to the provisions of Section 26-8 of the Standard Specifications and these Special Provisions.

Existing pavement that is to remain shall be sawn prior to trenching operations. The proper tools and equipment shall be used in marking and breaking to ensure the pavement will be accurately cut on even parallel lines.

Where pavement cutting takes place more than one (1) calendar day before trench excavation, the Contractor shall fill the pavement cuts with asphaltic patching mix and maintain a smooth riding surface until

trenching begins. No pavement cutting shall precede trenching by more than seven (7) calendar days.

Restoration of existing pavement shall consist of four inches (4") of asphaltic concrete on sixteen inches (16") of aggregate base Class 2 in Power Inn Road and Ramona Avenue.

Q. Placement of Pipe in Street Sections

The Contractor shall maintain a backfill operation contiguous with the placement of pipe in the street section. No more than 50 feet of trench shall remain open overnight.

The maximum total length of open trench shall be 500 feet, except in Power Inn Road, where the maximum total length of open trench shall be limited to 300 feet. All open trenches shall be patrolled daily, including weekends and holidays, from sunrise until 10:00 p.m. by a watchman or construction personnel. A trench in an existing roadway which is not to be regraded is defined as open until backfilled and paved with temporary paving, ready for traffic. Other trenches are defined as being open until backfilled to subgrade. Temporary paving is defined under Section 26-8 of the Standard Specifications.

R. Lot Grading Beyond Property Lines

Grading beyond the property line will be accomplished to provide a maximum 2:1 slope, or as directed by the Engineer, and eliminate the need for retaining walls, except where retaining walls are specifically called for on the Plans. Grading beyond property line shall occur with the authorization of the Engineer following completion of necessary "Right-of-Entry" documents. Removal of existing asphalt, concrete, trees and relocation of fences shall be performed under separate items of these Special Provisions. Lawn reseeding will be the responsibility of the property owner.

Lot grading behind the property line shall meet the applicable requirements of Section 14 of the Standard Specifications. Disposal of excess and/or unsuitable material shall be as set forth in the clearing and grubbing item and/or excavation grading, except that reseeding required along the east side of Power Inn Road shall be the responsibility of the Contractor.

Payment for lot grading beyond the property line shall be included in the clearing and grubbing or the excavation grading item.

S. Water Services

The exact locations of all water services are not known and therefore are not shown on the Plans. The Contractor shall contact the Division of Water, 449-5616, to determine the approximate locations of the services prior to beginning work.

The existing water services shall be protected and shall remain in service. Water service shutoffs, if needed, shall be authorized by the Engineer.

The Contractor, at his option, may cut water services or tunnel under them. All water services to be cut by trench excavation shall be cut and repaired by City forces at the Contractor's expense.

Should the Contractor desire to cut and replace water services, he shall notify the Division of Water, Utility Distribution Supervisor, 449-5616, twenty-four (24) hours in advance of all work.

The Contractor shall notify all residents twenty-four (24) hours prior to any water service interruption. Maximum time for shutdown of any water service to any residence shall be four (4) hours.

No additional compensation will be paid the Contractor for any water services purposely or accidentally cut and repaired.

T. Permits Secured by Contractor

The Contractor shall obtain permits or easements for use of private property for storage or equipment use and shall be responsible to the property owner and all permits required by agencies that exercise jurisdiction over this work.

U. Existing Utilities

Attention is directed to the provisions in Section 6-17, "Main and Trunkline Utilities" of the Standard Specifications.

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 unknown, the Contractor shall be liable for costs of repairing damage to underground utilities.

The Contractor shall notify the Underground Service Alert (USA), 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 conformance with the Standard Specifications.

Existing structures including buildings, fences, sprinklers, brick planters, decorative walls are scheduled to be removed from the right-of-way by the individual property owners before construction begins. Contractor shall be responsible for the removal of remaining obstructions as defined in "Item No. 1 Clearing and Grubbing."

No additional compensation will be paid to the Contractor for the work covered under this item.

V. Award of Contract

Typically, the City Council will not award the contract until the sale of bonds. However, in order to facilitate execution of contracts and other administrative actions, the City Council may consider award of the contract prior to the sale of bonds. If contract award is made prior to bond sale, no payment shall be made for work of any nature performed on this project until bonds are sold. If bonds are not sold, no payment or other compensation shall be made under the contract.

The City makes no representation nor assumes any liability for any work the Contractor may complete prior to the sale of bonds.

If the contract is awarded after the sale of bonds, the contingent payment provisions of this section shall apply.

W. Time of Award

This section amends Section 3-2 of City Standard Specifications. The award of contract, if made, shall be made within 90 days after opening of proposals.

X. Maintenance of Traffic and Public Safety

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

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to the abutting property owners and to the public in general.

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

Construction working hours shall be limited to between 8:00 a.m. and 4:00 p.m. At night and during other periods when work is not in progress, the entire roadway shall be kept open for traffic. Steel plates or other approved methods shall be used to cover all open excavations in roadways during non-working hours. Detours provided on Cucamonga, Ramona, and Brighton Avenues shall have a gravel or paved surface.

The following traffic control requirements shall apply during construction working hours:

1. POWER INN ROAD SEWER CONSTRUCTION

General

Contractor may use shoulder area and adjacent property on the east side of Power Inn Road between the roadway and the fence line, as shown on the traffic control plan, for construction staging. However, the area must be restored to original condition or better. At least one entrance to Granite Construction shall remain open at all times. Closure of any one driveway shall not exceed one working day.

During trunk sewer construction within 850 feet of Power Inn Road, Contractor shall provide a full-time auxiliary/reserve police officer to direct traffic flow through the intersection of 14th Avenue and Power Inn Road. Contractor shall contact the Sacramento Police Department at 449-5356 to make all necessary arrangements.

Bore and Jack Crossings

The bore and jack crossings at Cucamonga and Ramona Avenues may not be constructed concurrently. Each individual bore pit shall remain open for no longer than 6 working days from start of excavation. Bore pits shall be placed in Cucamonga and Ramona so as not to conflict with southbound traffic on Power Inn Road.

2. RAMONA AVENUE, CUCAMONGA AVENUE, AND BRIGHTON AVENUE

Ramona Avenue and Cucamonga Avenue shall not, for any reason, be closed concurrently during construction. Cucamonga Avenue and Ramona Avenue may, at separate times, be closed to through traffic during construction. However, neither street may be closed for longer than 20 days each, total, during the construction period.

Traffic shall be detoured to Ramona Avenue while Cucamonga Avenue is closed to through traffic. Local traffic must have access at all times. While Ramona Avenue is closed to through traffic, traffic shall be detoured to Cucamonga Avenue. Property owners must be notified by the contractor 48 hours in advance of closure.

During construction working hours, a minimum of one lane of traffic shall remain open with full-time flagmen to control traffic flow through the construction area. Traffic may be held no longer than three minutes before being flagged through the area.

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

Y. Emergency and Private Access

Emergency vehicle access shall be available along all streets at all times within the construction area.

Access to private garages and driveways shall be maintained at all times, except when concrete or asphalt is being placed or as otherwise directed by the Engineer. The Contractor shall give 24 hours notice to residents whose driveway access will be closed to prevent vehicles from being stranded.

Z. Public Safety and Convenience

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

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public. Convenient access to driveways, houses and buildings along the line of work shall be maintained. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Temporary approaches to crossings or intersections shall be provided and kept in good condition.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. Water or dust palliative shall be applied, if ordered by the Engineer, for the alleviation or prevention of dust nuisance.

The Contractor will ensure that utility services of customers in the project are maintained.

AA. Dewatering

The Contractor shall be responsible for any dewatering necessary to construct the improvements complete in place. No separate payment will be made for this item. All costs should be included in the individual items requiring dewatering.

BB. Emergency Services - Water

Whenever, in the opinion of the City, there shall arise outside of regular working hours an emergency involving water service to the public or danger to public safety, or unreasonable inconvenience and/or nuisance to the public, the City's forces shall handle such emergency work. If such emergency is the result of operations by the Contractor, the cost of the corrective measures shall be billed to the Contractor and deducted from his payment. The performance of such emergency work by the City forces shall not relieve the Contractor of any of his responsibilities, obligations or liabilities under the contract. The Contractor's attention is directed to Section 5-10, "Provisions for Emergencies" of the Standard Specifications.

CC. Critical Path Scheduling

The Contractor shall submit within ten (10) calendar days after award of contract a proposed construction schedule which reflects his proposed scheduling and sequencing of each aspect of the work. No progress payments shall be made until a construction schedule, suitable to the Engineer, has been submitted and approved by the Engineer.

The construction schedule shall be in the form of a CPM chart and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, pipe fabrication and delivery, procurement of materials and scheduling of equipment. The construction schedule shall reflect completion of all work under the contract within the specified time and in conformance with these specifications.

If the Contractor desires to make a major change in his method or operations after commencing construction, or if his schedule fails to reflect the actual progress, he shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

At a minimum, the Contractor shall update said CPM chart every 30 days throughout the project. Contractor specifically agrees to provide additional update of CPM progress schedules upon request by the Engineer within five working days of such request. The submission by the Contractor of such CPM progress schedules to the Engineer shall be a condition precedent of the Contractor receiving progress payments on the project.

II. ITEMS OF THE PROPOSAL

Item No. 1 - Clearing and Grubbing

Clearing and grubbing shall conform to Section 12 of the Standard Specifications and these Special Provisions. This item shall include removal or plugging of existing pipes with concrete, all work involved in the removal of miscellaneous asphalt concrete pavement (not included in "Item No. 2 - Roadway Excavation"), sidewalks, driveway slabs, shrubs, signs, hedges, trees, culverts, drainage structures, gutter drains, fences, structures, and any other obstructions lying within the limits of the rights-of-way as shown on the Plans or as directed by the Engineer. However, work shall not extend beyond the existing right-of-way line or a point one foot (1') in back of proposed sidewalk unless directed by the Engineer.

The area shall be cleared of all vegetable growth such as logs, upturned stumps, roots of down trees, brush, grass, weeds, and all other objectionable material, including concrete or masonry within the right-of-way.

Existing driveway culverts shall be removed and disposed of away from the project site by the Contractor. Other pipes, gutter drain leads or culverts that are to be abandoned shall either be removed or shall be plugged with 12" of concrete on each end.

Trees shall be removed in conformance with Section 12 of the Standard Specifications. Removal of the trees shall include removal of the stump and roots to a point 3' below the proposed grades.

Asphalt concrete pavement and portland cement concrete pavement removed shall be in conformance with Section 13 of the Standard Specifications.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in clearing and grubbing as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 2 - Roadway Excavation

Roadway excavation shall conform to the provisions of Section 14 of the Standard Specifications and these Special Provisions. All existing pavement and excavated material for the construction of roadways shall be removed and hauled away as a part of roadway excavation.

Grading shall extend to the property line, unless otherwise indicated on the Plans, as directed by the Engineer and shall include any necessary ditch grading or ditch realignment.

Excess excavated material shall be the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right-of-way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

Payment shall be at the unit price bid per cubic yard and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in roadway excavation as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 3 - Fence to Relocate

Contractor shall relocate existing fences and gates as shown on the plans. Contractor shall, where possible, use existing fencing material from the respective fence in relocation of the fence. Contractor shall replace any fencing material damaged and/or not reusable in the relocation with new material of equal or superior quality.

The relocated fence shall be constructed to neat lines. Fence posts shall be placed vertical and be implanted firmly in the ground in a manner consistent with the original construction.

If the fence at any location is removed for more than 72 hours, a temporary five (5) foot chain link fence shall be constructed.

Any excess fencing material not used in the relocation which the property owner wishes to keep shall be neatly stacked at the property line. All other fencing material shall become property of the Contractor and disposed of away from the project site.

Relocated fence shall be measured in the relocated position for payment.

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

Item Nos. 4 - Pit Run Base, to Place

This item shall conform to section 10-8 of the Standard Specifications and these Special Provisions.

In certain areas where, in the opinion of the Engineer, subgrade materials are unstable, excessively wet, or otherwise unsuitable, these materials shall be excavated to the depth and limits specified by the Engineer and replaced with pit run base (graded). The excavated material shall be disposed of outside the project limits. Excess material shall be the property of the Contractor and shall be disposed of in a manner satisfactory to the Engineer. The Contractor shall have

written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

Payment shall be at the unit price bid per ton and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in pit run base placement as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

Item Nos. 5 and 6 - Aggregate Base Class 2, to Place and 4" Asphaltic Concrete, to Construct

Aggregate Base Class 2 and Asphaltic concrete shall be constructed as indicated on the plans and shall conform to Sections 10, 17 and 22 of the Standard Specifications.

Where called for on the Plans, the Contractor shall construct pavement consisting of a sixteen-inch (16") thick aggregate base course laid in four 4-inch-minimum courses, or thirteen-inch (13") thick aggregate base course laid in three 3-inch and one 4-inch-minimum courses and a four-inch (4") thick asphaltic concrete pavement laid in one 2-inch base course and one 2-inch surface course.

A tack coat of asphaltic emulsion shall, at the direction of the Engineer, be applied to existing pavement surfaces to receive overlay courses at a rate of from 0.02 to 0.10 gallon per square yard. Asphaltic emulsion shall be Grade RS-2 in conformance with the requirements of Section 94 of the State Specifications. Application of tack coat shall conform to Section 39-4 of the State Specifications.

Aggregate base material shall conform to Section 17 and to Paragraph 10-7 of the Standard Specifications and shall be Class 2 as specified therein. Asphaltic concrete pavement shall conform to Section 22 of the Standard Specifications, with the exception that base course material may be the same as specified for surface course material.

Payment for each item shall be at the unit price bid per ton of material and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in placement of aggregate base and construction of asphaltic concrete as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 7 - Curb and Gutter No. 4, to Construct

Portland cement concrete curb and gutter No. 4 shall be constructed where shown on the Plans and shall conform to the applicable requirements of Sections 24 and 38 of the Standard Specifications. This item shall include placement of pit run base material.

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

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

Item No. 8 - Curb No. 14, to Construct

Portland cement concrete curb No. 14 shall be constructed where shown on the Plans and shall conform to the applicable requirements of Sections 24 and 38 of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in curb No. 14 construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 9 - Sidewalk, 3-1/2" Portland Cement Concrete, to Construct

Portland cement concrete sidewalk shall be constructed where shown on the Plans and conform to the applicable requirements of Section 24 of the Standard Specifications. This item shall also include placement of pit run base material.

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

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in concrete sidewalk construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 10 - Driveway, 6" Portland Cement Concrete, to Construct

Six-inch (6") thick portland cement concrete driveways shall be constructed where shown on the Plans in conformance with the applicable requirements of Sections 14, 24 and 38 of the Standard Specifications.

Driveway transitions shall be constructed to the details shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 14, 19, 22 and 24 of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot of width, measured at the back of sidewalk, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in concrete driveway construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 11 - Driveway, 3.5" Portland Cement Concrete, to Construct

Three and one half inch (3.5") thick portland cement concrete driveways shall be constructed where shown on the Plans in conformance with the applicable requirements of Sections 14, 24 and 38 of the Standard Specifications.

Driveway transitions shall be constructed to the details shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 14, 19, 22 and 24 of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot of width, measured at the back of sidewalk, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in concrete driveway construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item Nos. 12 to 19 - Drain Pipe, 12" to 36" Diameter, to Place

Drain pipe shall be placed as shown on the Plans and shall conform to Sections 10, 14 and 26 of the Standard Specifications. Tests for leakage will not be required. Pipe shall conform to one of the following specifications:

1. Reinforced Concrete Pipe (RCP)

Reinforced concrete pipe shall be A.S.T.M. C76, Class III, and shall conform to the applicable requirements of Sections 10, 14 and 26 of the Standard Specifications.

Joints shall be rubber-gasketed and conform to Paragraph 10-35 of the Standard Specifications.

2. Non-Reinforced Concrete Pipe (CP)

Non-reinforced concrete pipe may be used as a drain pipe alternative for drain pipes twenty-four inches (24") in diameter and smaller, unless otherwise noted on the Plans. Non-reinforced concrete pipe shall be A.S.T.M. C14, Class 3, and shall conform to the applicable requirements of Sections 10, 14 and 26 of the Standard Specifications.

Joints shall be rubber-gasketed and conform to Paragraph 10-35 of the Standard Specifications.

3. Cast-In-Place Concrete Pipe (CIPCP)

Cast-in-place concrete pipe may be used as a drain pipe alternative for drain pipes twenty-seven inches (27") and larger, unless otherwise noted on the Plans. Cast-in-place concrete pipe shall conform to Section 30 of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in drain pipe placement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 20 - Drain Manhole No. 3, to Construct

Standard manhole No. 3 shall be constructed where shown on the Plans in conformance with Sections 25 and 38 of the Standard Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in drain manhole construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 21 - Drain Manhole No. 3A, to Construct

Standard manhole No. 3A with eccentric cone shall be constructed where shown on the Plans in conformance with Sections 25 and 38 of the Standard Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in drain manhole construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 22 - Drain Manhole No. 4, to Construct

Standard manhole No. 4 shall be constructed where shown on the Plans in conformance with Sections 25 and 38 of the Standard Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in drain manhole construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 23 - Drop Inlet, Type B to Construct

Drop inlet shall be constructed where shown on the Plans in conformance with Sections 20 and 38 of the Standard Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in drop inlet construction

as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 24 - Ditch Box, to Construct

Ditch box shall be constructed where shown on the Plans in conformance with Sections 20 and 38 of the Standard Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in ditch box construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item Nos. 25 to 29 - Vitrified Clay Sewer Pipe, 8" to 18" Diameter, to Place

Extra-strength vitrified clay sewer pipe shall be constructed to the details as shown on the Plans and shall conform to the applicable requirements of Sections 10, 14 and 26 of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in sewer pipe placement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item Nos. 30 and 31 - Conductor Pipe, for 8" and 18" Diameter Sewer, to Bore and Jack

Conductor pipes shall be bored and jacked where shown on the Plans and shall conform to Section 37 of the Standard Specifications.

GENERAL

All materials and methods of installation shall be in accordance with the Construction Safety Orders issued by the State of California, Division of Industrial Safety, Title 8 Administrative Code. Copies of all required permits must be available at the construction site.

Casing shall be installed using the dry bore and jack method or by tunneling and jacking as required by the soil characteristics. Contractor shall make his own determination of the soil characteristics. Only workers experienced in jacking operations shall be used in performing the work. Prior to starting bore pit and receiving pit excavations, Contractor shall submit plan for proposed installation methods and equipment, experience history and shoring plans for the City's records.

MATERIALS

Casing Pipe General

Casing shall be either steel or reinforced concrete pipe. Pipe joints shall provide rigid, watertight installation. Contractor shall be responsible for selecting a wall thickness and or diameter consistent with installation requirements and his operation; however, the minimum diameter of casing pipe shall be as shown on the Plans. The Contractor shall be fully responsible for the sufficiency of the casing.

Steel Casing Pipe

Steel casing pipe shall be smooth steel conforming to AWWA C200, fabricated in sections for field welded joints. Field joints shall be full circumference welded butt joints. It shall be the Contractor's responsibility to provide stress transfer across the joints which is capable of resisting the jacking forces involved. Casing shall have a minimum wall thickness of 1/2 inch.

Reinforced Concrete Casing Pipe

Reinforced Concrete casing pipe shall conform to ASTM C76, the design of such pipe is based upon superimposed loads and not upon the load which may be placed upon the pipe as a result of jacking operations. Any increase in pipe strength in order to withstand jacking loads shall be the responsibility of the Contractor.

Casing Spacers

Insulating spacers shall be installed at 8 foot intervals, Insulating spacers shall be polyethylene "PSI" Model A12G-2, Pipeline Seal & Insulator Co." Model A12, or Calpico Model M-12 or approved equal.

Casing Seals

Casing seals shall be "PSI" Model W, "Pipeline Seal and Insulator Col" Model S, C. or W, or Link-Seal Series 500, or approved equal.

INSTALLATION

The leading section of casing shall be equipped with a jacking head securely anchored thereto to prevent any wobble or variation in alignment during the jacking operation. Deviation from design line and grade shall not exceed 0.2 foot for line and 0.20 foot for grade.

The driving ends of the conduit shall be properly protected against spalling and other damage, and intermediate joints shall be similarly protected by the installation of sufficient gearing shims to properly distribute the jacking stresses. Any section of conduit showing signs

of failure shall be removed and replaced with a new section of casing, which is adequate to carry the loads imposed upon it. Joints of steel casing pipe shall be welded. Reinforced concrete casing pipe shall have double rubber gasket joints.

Excavation or tunneling for the subsequent accommodation of the casing shall have a diameter of not more than 0.1 foot greater than the outside diameter of the respective casing and shall be performed by dry bore methods. All excavated material shall be removed from the casing as excavation progresses, and no accumulation of such material within the casing will be permitted.

Upon completion of the jacking operation, the Contractor shall at his expense, pressure grout all voids around the outside face of the casing caused by the work covered under this permit.

Grouting equipment and material shall be on the Work site before jacking operations and drilling of grout holes are completed in order that grouting around the jacked casing may be started immediately after the jacking operations have finished. The increments for grout holes shall be eight foot (8') staggered and located 22-1/2 degrees from the vertical axis of the casing. Pressure shall not exceed five (5) PSI for a duration sufficient to fill all voids.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in bore and jack operation as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item Nos. 32 and 33 - Sewer Manhole, to Construct

Sewer Manholes shall be constructed where shown on the Plans and in conformance with the most recent edition of the County of Sacramento Standard Plans and Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in sewer manhole construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item Nos. 34 to 36 - VCP Sewer Service, 4", 6" and 8" Diameter, to Construct

Extra-strength vitrified clay sewer pipe, including tee connection at main, cleanout, and plug, shall be constructed at the locations shown on the Plans and shall conform to the requirements of Sections 10, 14, 26 and 38 of the Standard Specifications.

The connection to the main shall be paid for as a part of this item of the proposal.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in sewer service construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 37 - Inside Drop Connection, 8" Diameter, to Construct

Inside drop connection shall be constructed at manholes where shown on the Plans and shall conform to the details shown in Section 38 of the Standard Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in inside drop connection construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item Nos. 38, 39 and 40 - Water Main, 6", 8" and 12" Diameter, to Construct

Six-inch (6"), eight-inch (8") and twelve-inch (12") water mains shall be constructed to the details shown on the Plans and shall conform to the applicable provisions in Sections 10 and 27 of the Standard Specifications.

These items shall include making all required connections to existing water mains and adding all appurtenances, including pipe fittings, for the installation as shown on the Plans. Appurtenances do not include services, fire hydrants or gate valves.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in water main construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item Nos. 41, 42 and 43 - Gate Valve, 6", 8" and 12" Diameter, to Place

Six-inch (6"), eight-inch (8") and twelve-inch (12") gate valves shall be placed as indicated on the Plans and shall conform to Sections 10, 27, and 38 of the Standard Specifications.

Payment for each type of gate valve shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work

involved in gate valve placement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item Nos. 44, 45 and 46 - Water Service, 2", 6" and 8" Diameter, to Place

Water services shall be placed as shown on the Plans and shall conform to Sections 10, 27, and 38 of the Standard Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in water service placement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 47 - Double Pumper Fire Hydrant Assembly, to Place

Double pumper fire hydrants shall be placed as shown on the Plans and shall conform to Sections 10, 27 and 38 of the Standard Specifications.

Each fire hydrant installation shall include the hydrant and associated appurtenances, including gate valve and water line extension from main.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in fire hydrant assembly placement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 48 - Existing Fire Hydrant, to Relocate

Fire hydrant leads shall be extended where shown on the Plans or as directed by the Engineer and in conformance with Sections 10, 27 and 38 of the Standard Specifications.

The City Water Division shall be notified a minimum of forty-eight (48) hours in advance of any extension of existing fire hydrants, phone 449-5616.

Each fire hydrant to relocate shall include the lead extension and hydrant connection and associated appurtenances only.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in fire hydrant extension as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 49 - Blow-Off, 4" Diameter, to Place

Four-inch (4") blow-offs shall be placed as shown on the Plans and shall conform to Sections 10, 27, and 38 of the Standard Specifications.

Each blow-off installation shall include the blow-off and associated appurtenances, including gate valve and water line extension from main.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in blow-off placement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 50 - Pedestrian Barricade, to Construct

A pedestrian barricade shall be constructed according to the details and where shown on the Plans and in conformance with Sections 32 and 38 of the Standard Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in pedestrian barricade construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 51 - Retaining Wall, to Construct

Retaining wall shall be constructed to the details and at the locations shown on the Plans and shall be in conformance with the latest edition of the State of California/Department of Transportation Standard Plans and Sections 10, 20, and 21 of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in retaining wall construction as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 52 - Water Valve Box, to Adjust to Grade

Water valve boxes shall be adjusted to conform to the grade of the new surface in conformance with these Special Provisions and with Sections 27 and 38 of the Standard Specifications. This item shall also include furnishing and placing new water valve boxes and steel standpipes (risers) and liners as required.

1. The Contractor will notify the Division of Water one (1) week prior to paving city streets.

2. All water valve boxes will be adjusted to grade in conformance with Standard Drawings SD-8, SD-9 and SD-11 in Section 38 of the Standard Specifications.
3. The Contractor will insure against covering water valve box covers with asphaltic coatings during paving operation. Standpipes will be kept clean and free of paving materials and debris with the valve operating nut exposed.
4. The Contractor shall furnish new steel standpipe and extension material for each valve box location to be adjusted.
5. Existing cast-iron water valve boxes may be reused if the valve box covers and frames are not damaged, deficient or broken. Installation shall be in conformance with Details SD-10 and SD-11 of Section 38 of the Standard Specifications. All other valve boxes shall be replaced with a new valve box conforming to Detail SD-9 and installed in conformance with Detail SD-11. Unused water valve boxes shall become the property of the Contractor and shall be disposed of away from the project site.
6. Raising (or lowering) water valve boxes in any section of street shall be fully completed during the workday so as to permit full use of traffic at the end of the workday. Should the Contractor be unable to fully complete a water valve box by the above time, a temporary asphaltic cutback surface shall be placed in any depression so as to provide a smooth traveling surface until the water valve box can be fully completed. The use of barricades around incomplete water valve boxes during night hours is not permitted.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in adjustment of water valve boxes to grade as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 53 - Traffic Pull Box, to Adjust to Grade

Traffic pull boxes shall be adjusted to conform to the grade of the new surface in conformance with these Special Provisions and with Section 34 of the Standard Specifications. This item shall include furnishing and installing new boxes as required. Existing boxes may be reused if they are not damaged, deficient or broken.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in adjustment of traffic pull boxes to grade as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 54 - Water Meter, to Remove and Reset

Existing water meters and boxes shall be removed and reset at the new locations shown on the Plans and in conformance with Section 27 of the Standard Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved with removal and resetting of water meter as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 55 - Mailbox, to Relocate

Existing mailboxes shall be relocated in conformance with the Plans and Section 13 of the Standard Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved with relocating mailboxes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 56 - Street Sign, to Relocate

Existing street signs shall be relocated in conformance with the Plans and Section 13 of the Standard Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in relocating street signs as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 57 - Traffic Signals, at Power Inn Road & Cucamonga Avenue, to Construct

This item shall include furnishing and installing all necessary equipment and materials to install the new traffic signal and street lighting system at Power Inn Road and Cucamonga Avenue. Included in the work shall be furnishing and installing of conduits, conductors, detector cables, detector loops, signal and lighting equipment, minor civil work such as sidewalk squares for pullboxes, and all appurtenances as shown on the Plans and called for in these Special Provisions. Handicap ramps and pavement work shall be paid for under separate items of work.

This bid item shall also include supplying the following new traffic signal equipment in addition to the traffic signal equipment called for on the Plans:

Quantity	For Standard	Required Additional Equipment
1	Loc. "C"	40' Signal Arm; Second tenon 15' from end of arm.
1	Loc. "C"	Signal Head: 1W3L, 12" All Arrow; MAS Mounting Bracket & Backplate.
1	Loc. "D"	Signal Heads: 1W3L, All 8"; 1W3L, All 12"; TV-2-T Mounting Bracket & Backplates.
1	Loc. "E"	Signal Head: 1W3L, All 12"; SV-1-T Mounting Bracket & Backplate.
1	Loc. "E"	Signal Head: 1W3L, All 12"; MAS Mounting Bracket & Backplate.
3	N/A	Controller Interface Communication Unit; Model No 390-CICU-386 or approved equal; Compatible with City supplied Type 90 controller.

The Contractor shall deliver the additional above new traffic signal equipment to Corporate Center South, 5730 24th Street, Building 11, Sacramento, California.

Work performed and materials used to complete this item shall be in conformance with the Special Provisions the Traffic Signal and Street Lighting Systems included in the Appendix.

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

Item No. 58 - Street Lighting System, to Modify & Install

This item shall include furnishing and installing all necessary equipment and materials to modify and install the street lighting system on Ramona Avenue, Cucamonga Avenue, and Power Inn Road. Included in the work shall be furnishing and installing of conduits, conductors, pullboxes, anchor bolts, foundations, lighting standards, luminaires, painting existing standards, and all appurtenances shown on the Plans

and called for in these Special Provisions. All civil work shall be paid for under separate items of work.

Work performed and materials used to complete this item shall be in conformance with the Special Provisions the Traffic Signal and Street Lighting Systems included in the Appendix.

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

Item No. 59 - Mast Arm Electroliers, to Install

This item shall include furnishing and installing all necessary equipment and material to install the new mast arm electroliers on Power Inn Road that are shown on Sheet "E-6" and are not included as part of the new traffic signals. This item shall include the installation of all required wiring in existing and new conduits, the new conduits into the existing pullboxes, anchor bolts, foundations, standards, luminaires, and all appurtenances as shown on the Plans and called for in the Special Provisions.

Work performed and materials used to complete this item shall be in conformance with the Special Provisions the Traffic Signal and Street Lighting Systems included in the Appendix.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved in mast arm electrolier installation as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 60 - Preconstruction Photographs

The Contractor shall furnish all labor, equipment and materials to complete preconstruction photographs. Work shall conform to Section 11 of the Standard Specifications.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing preconstruction photographs as specified in these Special Provisions and as directed by the Engineer.

APPENDIX

SPECIAL PROVISIONS FOR THE TRAFFIC SIGNAL AND STREET LIGHTING SYSTEMS

Conduits

Conduits shall be in accordance with subsections A thru C of Section 34-10 of the Standard Specifications, except for the following:

- a. Except for street crossings, all new conduits shown on Ramona Avenue and Cucamonga Avenue shall be placed under the new sidewalks.
- b. All conduit terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and shall not slope in any direction.
- c. Conduits shall be installed a minimum of twenty-four inches (24") from all existing manholes and valve covers.
- d. Conduits terminating in standards, pedestals, and cabinets shall terminate a minimum of one and one-half inches (1-1/2") above grade.
- e. PVC conduit may be used for the conduit runs from the pull boxes to the traffic signal or street lighting foundations.

Conduit Installation

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

- a. Conduit shall be placed under existing pavement in a trench approximately two inches (2") wider than the outside diameter of the conduit to be installed. Trench shall not exceed six inches (6") in width. Conduit depth shall not exceed fifteen inches (15") or conduit trade diameter plus twelve inches (12"), whichever is greater, except that at pull boxes the trench may be hand dug to a required depth. The distance from the top of the uppermost installed conduit to the finish grade shall be a minimum of twelve inches (12").
- b. The conduit(s) shall be placed in the bottom of the trench and the trench shall be backfilled with commercial quality concrete containing not less than 564 pounds of cement per cubic yard to not less than two inches (2") below the pavement surface. The concrete shall be tamped or vibrated to provide a dense material free from excessive voids and rock pockets. The remaining two inches (2") of the trench shall be backfilled with commercial quality asphaltic concrete.

- c. When using this method, the Contractor shall use an approved procedure to prevent the new conduits from floating when concrete is poured.

Pull Boxes

Shall be in accordance with Section 34-11 of the Standard Specifications, except for the following:

- a. All new pull boxes shall be set in place prior to pouring any new sidewalk.
- b. Existing pullboxes damaged by the installation of new conduits shall be removed and replaced as directed by the Engineer.
- c. All pull boxes shall be placed in sidewalk areas and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new handicap ramp areas. Unless otherwise specified, pullboxes shall be placed a minimum of 5 feet from existing driveways.
- d. Pull boxes shall be placed a maximum of 200 feet apart and shall be spaced evenly where possible.

Pullboxes shall be placed as shown according to the details shown on the Plans and according to these Special Provisions.

Conductors

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

- a. If the existing ground wire (green #10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables.
- b. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation in new traffic signal or street lighting systems.
- c. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for post top and mast arm electroliers.

Wiring

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

- a. After taping, all splices shall be painted with an approved electrical coating which will resist oil, acids, alkalies, and adverse environmental conditions.
- b. Pull ropes used to pull conductors in conduit shall be a minimum of three-eighths inch (3/8") in diameter.

City Furnished Controller and Cabinet

The City of Sacramento shall provide ONE (1) Type "R" cabinet and ONE (1) Type 90 controller for the following location:

Power Inn Road and Cucamonga Avenue

One set of anchor bolts will be provided with each controller cabinet.

The Contractor shall construct the foundation for the cabinet as shown on the Plans and designated by the Engineer. The Contractor shall install the cabinet on the foundation and make all wire connections to the appropriate terminals in the cabinet.

City forces will program the controller, conflict monitor, and detector sensor units. The Contractor's responsibility for City supplied equipment shall be in accordance with Section 6-1.02, "State-Furnished Materials," of the State Standard Specifications.

The Contractor shall pick up the controller cabinet at Corporate Center South, 5730 24th Street, Building 11, Sacramento, California.

Metered Electrical Service, Traffic Signals

The electrical services for the traffic signal and street lighting systems will be served from SMUD facilities as shown on the Plans. Services shall be wired for 120/240 volts, three-wire as shown on the Plans.

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

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

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

The service pedestal shall be fabricated from 12 gauge sheet steel in accordance with the dimensions shown on the Plans. The overall dimensions of the enclosure shall be 63" high x 12" wide x 9" deep. The enclosure shall be rain tight and dust tight. All welds shall be ground smooth and finished so that grind marks are not visible. A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided in addition to a hinged outside door equipped with a draw latch suitable for padlocking. Anchor bolts shall be inside or outside the service pedestal as shown on the Plans.

After fabrication the pedestal shall be hot dipped galvanized in conformance with the State Standard Specifications Section 75-1.05, "Galvanizing", and as specified in the Special Provisions. After galvanizing, no surface of the pedestal shall be deflected inward or outward more than 1/16" measured from the intended plane of the surface.

Each solidified droplet, needle or other residue left on or in the pedestal after the galvanizing process, shall be hand filed away, leaving a smooth surface and leaving the minimum required thickness of zinc coating.

Prior to galvanizing, each hole or opening in the pedestal or dead front shall be drilled or cut 1/64" larger than the specified size. After galvanizing, each hole or opening shall be redrilled or recut to its specified hole size. No welding or spot welding shall be performed after galvanizing.

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

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

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

In lieu of galvanizing, the service pedestal may be fabricated from stainless steel. Each stainless steel service pedestal shall be fabricated from 14 gauge Type 304 stainless steel, except that the mounting brackets shall be 10 gauge Type 304 stainless steel. All welds

shall be of highest quality and ground smooth and finished so that grind marks are not visible.

Service enclosures shall be factory wired and conform to NEMA Standards. All control wiring shall be stranded copper, No. 14 AWG rated for 600 Volts. Wiring shall be arranged so that any piece of equipment can be removed without disconnecting any wiring other than the leads to the equipment being removed. All wiring shall be marked with permanent clip sleeve wire markers. Felt, pencil, or stick back markers will not be acceptable. A copy of the wiring diagram for the service pedestal shall be enclosed in plastic and mounted on the inside of the service section.

All of the following equipment shall be included in each service pedestal:

1. One three-pole, 120-volt alternating current main breaker with 100-ampere trip and an asymmetrical interrupting rating of 10,000 amperes at 240 volts. Each pole of the main breaker shall be provided with an individual "ON-OFF" control handle. Handle shall have handle ties for common trip. Breaker shall be Westinghouse Quicklag C or approved equal.
2. One single-pole, 120/240-volt, 15-ampere trip, 10,000-ampere asymmetrical interrupting capacity circuit breaker for control circuit. Breaker shall be Westinghouse Quicklag C or approved equal.
3. Two single-pole, 120-volt alternating current branch circuit breakers for traffic signals each with 60-ampere trip and an asymmetrical interrupting rating of 10,000 amperes at 240 volts. Breakers shall be Westinghouse Quicklag C or approved equal.
4. Six single-pole, 120-volt alternating current branch circuit breakers for street lighting each with 40-ampere trip and an asymmetrical interrupting rating of 10,000 amperes at 240 volts. Breakers shall be Westinghouse Quicklag C or approved equal.
5. Two 3-pole, normally open, 60-ampere mercury displacement relays. Coil voltage shall be 120 VAC, 60 cycle. Mercury displacement relays shall be Dayton Electric Manufacturing Co., Model Number 3X753E, or approved equal.
6. Two 10-ampere, double-pole, double-throw pilot relays (Potter & Brumfield KRP11AG or approved equal) with two (2) fully wired eight (8) point industrial sockets as shown on the Standard Plans.
7. One oil tight "Hand-Off-Auto" selector switch.
8. One solid copper neutral bus.
9. Incoming terminals (landing lugs).

10. Solid neutral terminal strip.

11. Terminal strips for conductors within the cabinet.

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

The service pedestal shall have provisions for the installation of up to a total of 12 single-pole circuit breakers. This shall include brass links and mounting hardware. Branch circuit panel shall be bussed panel using copper bus bar of 125-ampere capacity with bolt on circuit breakers bolting to the bus bars. Loop wiring will be accepted. However, all copper wiring used for main busing shall be rated for 125 amperes.

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

The entire service pedestal shall be constructed with the highest quality workmanship and shall meet all applicable codes. Complete submittal drawings on all substitutions shall be submitted to the Engineer in accordance with Section 34-3 of the Standard Specifications. If the proposed substitute is rejected or if the submittal is not made within the specified time, the specified equipment shall be furnished.

The Contractor shall protect and lock the service pedestal during construction. After construction, the Contractor shall provide a master lock that will accept Type 3207 key for the service pedestal.

Street light "ON" and "OFF" control will be by photo-electric cell to be furnished by SMUD. All conduits and wires shall be furnished and installed by the Contractor.

Electrical Service, Street Lighting

The electrical services for the lighting system will be from the service locations shown on the Plans. Service shall be wired for 120/208 volts, three-wire as shown on the Plans. The Contractor shall connect the luminaires to the circuits designated on the Plans.

ONE (1) new service pedestals shall be supplied and installed as shown on the Plans.

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

The service pedestal shall be fabricated from 12 gauge sheet steel in accordance with the dimensions shown on the Plans. The overall dimensions of the enclosure shall be 43" high x 12" wide x 9" deep. The enclosure shall be rain tight and dust tight. All welds shall be ground smooth and finished so that grind marks are not visible. A hinged dead front plate with cutouts for the handles of the breakers and the switch shall be provided in addition to a hinged outside door equipped with a draw latch suitable for padlocking. The anchor bolts shall be inside or outside the service pedestal as shown the Plans.

After fabrication the pedestal shall be hot dipped galvanized in conformance with the State Standard Specifications Section 75-1.05, "Galvanizing", and as specified in the Special Provisions. After galvanizing, no surface of the pedestal shall be deflected inward or outward more than 1/16" measured from the intended plane of the surface.

Each solidified droplet, needle or other residue left on or in the pedestal after the galvanizing process, shall be hand filed away, leaving a smooth surface and leaving the minimum required thickness of zinc coating.

Prior to galvanizing, each hole or opening in the pedestal or dead front shall be drilled or cut 1/64" larger than the specified size. After galvanizing, each hole or opening shall be redrilled or recut to its specified hole size. No welding or spot welding shall be performed after galvanizing.

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

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

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

In lieu of galvanizing, the service pedestal may be fabricated from stainless steel. Each stainless steel service pedestal shall be fabricated from 14 gauge Type 304 stainless steel, except that the mounting brackets shall be 10 gauge Type 304 stainless steel. All welds shall be of highest quality and ground smooth and finished so that grind marks are not visible.

Service enclosures shall be factory wired and conform to NEMA Standards. All control wiring shall be stranded copper, No. 14 AWG rated for 600 Volts. Wiring shall be arranged so that any piece of equipment can be

removed without disconnecting any wiring other than the leads to the equipment being removed. All wiring shall be marked with permanent clip sleeve wire markers. Felt, pencil, or stick back markers will not be acceptable. A copy of the wiring diagram for the service pedestal shall be enclosed in plastic and mounted on the inside of the service section.

Mounted in each service pedestal shall be the following equipment:

1. One two-pole, 120-volt alternate current main breaker with 100-ampere trip and an asymmetrical interrupting rating of 10,000 amperes at 240 volts. The breaker shall have a handle for each pole and handle ties shall be provided for the disconnect of all service conductors simultaneously. Breaker shall be Westinghouse Quicklag C or approved equal. Sufficient space shall be provided for the replacement of the two-pole mainbreaker with a similar three-pole mainbreaker in the future. The space for the extra pole shall be blanked off.
2. One single-pole, 120/240-volt, 15-ampere trip, 10,000-ampere asymmetrical interrupting capacity circuit breaker for control circuit. Breaker shall be Westinghouse Quicklag C or approved equal.
3. Six single-pole, 120-volt alternating current branch circuit breakers for street lighting, each with 40-ampere trip and an asymmetrical interrupting rating of 10,000 amperes at 240 volts. Breakers shall be Westinghouse Quicklag C or approved equal.
4. Two 3-pole, normally open, 60-ampere mercury displacement relays. Coil voltage shall be 120 VAC, 60 cycle. Mercury displacement relays shall be Dayton Electric Manufacturing Co., Model Number 3X753E, or approved equal.
5. One 10-ampere, double-pole, double-throw pilot relay with an eight-point industrial socket (Potter and Brumfield KRP11AG, or approved equal.) A similar base (socket) shall be completely wired in place for future tickler wires.
6. One oil tight "Hand-Off-Auto" selector switch.
7. One solid copper neutral bus.
8. Incoming terminals (landing lugs).
9. Solid neutral terminal strip.
10. Terminal strips for conductors within the cabinet.

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

The service pedestal shall have provisions for the installation of up to a total of 12 single-pole circuit breakers. This shall include brass links and mounting hardware. Branch circuit panel shall be bussed panel using copper bus bar of 125-ampere capacity with bolt on circuit breakers bolting to the bus bars. Loop wiring will be accepted. However, all copper wiring used for main busing shall be rated for 125 amperes.

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

The entire service pedestal shall be constructed with the highest quality workmanship and shall meet all applicable codes. Complete submittal drawings on all substitutions shall be submitted to the Engineer in accordance with Section 34-3 of the Standard Specifications. If the proposed substitute is rejected or if the submittal is not made within the specified time, the specified equipment shall be furnished.

The Contractor shall protect and lock the service pedestal during construction. After construction, the Contractor shall provide a master lock that will accept Type 3207 key for the service pedestal.

Street light "ON" and "OFF" control will be by photo-electric cell to be furnished by SMUD. All conduits and wires shall be furnished and installed by the Contractor.

Detector Conductor Loop

A. Loop Conductors

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

B. Loop Conductor Installation

Detector loop installation shall conform to these Special Provisions and the State Standard Plans, Sheet ES-5A.

Unless otherwise specified, each loop shall be three (3) turns of conductors except all quadrapole detector loops shall be two (2) independent loops in the same saw slot with two (2) turns of loop conductors for each detector loop. Unless otherwise shown on the Plans, each new detector loop shall be 6'x 6' and centered in the street lane.

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

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

Loop conductors shall be installed without splices and shall terminate in the nearest pull box. The detector loops shall be joined in the nearest pull box in combination of series and parallel so that optimum sensitivity is obtained at the sensor unit. Final splices between loops and lead-in cable shall not be made until the operation of the loops under actual traffic conditions is approved by the Engineer. Each detector loop shall be identified and tagged by loop number, start (S), and finish (F). For example: Phase 4D1-1S & Phase 4D1-1F; Phase 4D1-2S & Phase 4D1-2F.

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

Each detector loop circuit shall be tested for continuity, circuit resistance, and insulation resistance at the controller location. The loop circuit resistance shall not exceed 0.50 ohms plus 0.35 ohms per 100 feet of lead-in cable. The insulation resistance shall be performed between each circuit conductor and ground. The megged insulation resistance shall not be less than 200 megohms. The Contractor shall replace any detector loop that fails this requirement at the Contractor's expense.

1. Order of Loop Installation

The detector loops shall be installed after pavement key cutting and prior to installation of the new asphaltic concrete surfacing. For new streets or complete replacement of existing asphaltic section, the detector loops shall installed before the final lift of asphaltic concrete.

2. Depth of Loops and Conductors in the Traveled Way

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

3. Inductive Loop Sealant

Either asphaltic emulsion and sand or hot-melt rubberized asphalt sealant may be used to fill the slots in the asphalt concrete pavement. Hot-melt rubberized sealant shall conform to the State Standard Specifications. Asphaltic emulsion and sand shall conform to the following:

Asphaltic Emulsion and Sand Method

- 1) Immediately after the loop wires have been installed, the slot shall be filled with an anionic asphaltic emulsion conforming to the State Standard Specifications for Rapid Setting No. 1 (RSI).
- 2) Dry 20 mesh sandblasting sand shall then be poured in and around the slot. A suitable and approved tool shall then be used to work the asphaltic emulsion up through the dry sand.
- 3) The slot will then be inspected for any dry spots in the sandfill. Any dry sand spots will then be wetted with more asphaltic emulsion.
- 4) More dry sandblasting sand shall then be added to the slot and the asphalt emulsion will again be worked up through the sand until a uniform mix of asphaltic emulsion and sand with no voids completely fills the slot to the level of the surrounding road surface.
- 5) A final thin layer of sand will then be added to surrounding surface to absorb the excess asphaltic emulsion.
- 6) The traveled way may be opened to vehicular traffic immediately after installation of the asphaltic emulsion and sand loop sealant.

Sackrit Method

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

Asphaltic concrete sealant shall be a mixture of sand and liquid asphalt. The percentage of sand in the asphaltic concrete sealant shall conform to the following:

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

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

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

Where shown on the Plans, detector loops shall be sawcut into detector handholes. Detector handholes shall be Type B and shall be installed in conformance with Sheet ES-5E of the State Standard Plans.

Detector Lead-In Cable

Detector lead-in cable shall be "Canoga" Type 30003, or approved equal. Detector lead-in cable shall conform to the following specifications:

Lead-in cable shall consist of four (4) No. 18 A.W.G. stranded copper conductors insulated with nine (9) mils minimum of polypropylene, color coded, parallel laid, twisted together with four to six turns per foot. An amorphous interior moisture penetration barrier shall be provided to prevent hosing, siphoning, or capillary absorption of water along cable interstices. The outer jacket shall be thirty (30) mils minimum in thickness, high density polyethylene conforming to ASTM Designation: D-1248, 65T for Dielectric Material, Type I, Class C, Grade 5, J3. The diameter of the cable shall be approximately .25 inch. Aluminum-polyester shielding shall be applied around the conductors.

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

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

1. Splices shall be made in pull boxes only. All splices to lead in cable shall be soldered.
2. The ends of the splice shall then be inserted into an approved insulated spring type connector of the correct size.
3. The splice shall be insulated by Method C of the State Standard Specifications, Section 86-5.01.
4. When detector cables and detector loops are initially installed, precautions shall be taken to insure the cables and loops remain water tight prior to splicing. If splicing is not to be done immediately after installation, the ends of the conductors and cables shall be dipped in electrical insulating liquid which shall render them water tight. The insulating liquid shall be fast drying, resistant to oils, acids, alkalis and corrosive atmospheric conditions and shall be compatible with the insulations used in the conductors and cables.

Traffic Signals and Fittings

A. Vehicle Signals

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

Vehicle signal housings shall be either die cast or permanent mold cast aluminum conforming to ANSI Standard D-10.1. Vehicle signal faces shall conform to Section 86-4.01, "Vehicle Signal Faces", of the State Standard Specifications.

Metal backplates shall be provided for all vehicle signal heads installed and supplied. All traffic signal lamps shall be accessible from the front of the traffic signal head and shall be directly accessible for removal and replacement by the opening of the hinged front lens section and hood. Backplates for MAS mounted vehicle signal heads shall have approved filler plates to prevent light from showing through at the elevated plumbizers.

Each lens shall be of best quality glass true to color and free of imperfections. No plastic lenses nor reflectors will be allowed.

B. Pedestrian Signals

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

Each pedestrian signal shall be provided with a hood and an egg crate visor. The mounting height of the pedestrian push button shall be three feet (3').

C. Signal Lamps

Signal lamps shall conform to the following:

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

D. Mounting Hardware

All slipfitters and terminal compartments shall be cast bronze. Clam shell mounting assemblies shall not be used.

E. Pedestrian Pushbuttons

The pedestrian pushbuttons shall conform to Section 86-5.02, "Pedestrian Pushbuttons", of the State Specifications and these Special Provisions. Pedestrian pushbuttons shall be Type B.

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

F. Traffic Signal Standards

Traffic signal standards shall be of the type called for on the Plans. The length of traffic signal mast arms shall be as called for on the Plans. The length of luminaire mast arms shall be as called for on the Plans. All standards and mounting hardware to be furnished shall be hot dipped galvanized after fabrication.

G. Lighting Standards

Lighting standards shall be in accordance with Section 34-18 of the Standard Specifications, except for the following:

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

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

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

Mast Arm Mounted Luminaires

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

Mast arm mounted high pressure sodium luminaires to be furnished and installed shall be of the integral ballast type equipped with magnetic regulator type ballast having a 10% + regulation. Luminaires shall be 200-watt high pressure sodium vapor lamps unless otherwise specified.

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

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

The overall length of the luminaire shall be thirty-four inches (34") minimum. The overall width of the luminaire shall be fourteen inches (14") minimum. The overall depth of the luminaire shall be thirteen and three-fourths inches (13-3/4").

Luminaires shall be supplied without photo cell receptacles unless otherwise called for on the Plans.

Ballasts

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

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

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

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

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

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

Lamp Failure - The ballast including the lamp starting circuitry function shall be capable of protecting itself against lamp failure modes. The ballast shall be capable of operation with an open or short circuit condition for extended periods of up to six (6) months without significant loss of ballast life, based average life of 100,000 hours.

High Pressure Sodium Vapor Lamps

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

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

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

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

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

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

FILED

OCT 23 1990

CITY OF SACRAMENTO

SEALED PROPOSAL
(MUST BE SIGNED BY BIDDER)By the
Office of the City Clerk

Sealed Proposals will be received not later than 10:30 A.M. on October 23, 1990, at the Office of the City Clerk, Room 304, City Hall, Sacramento, California and opened at 10:30 A.M., or as soon thereafter as business allows, on October 23, 1990, in the Council Chamber, City Hall, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02
(JN:1217)

in the City and County of Sacramento, California.

The work is to be done in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and Special Provisions all as on file in the Office of the City Clerk, at the following Unit Prices.

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Clearing and Grubbing	1	JOB	\$ LUMP SUM	\$ 67,300.00
2.	Roadway Excavation	18,638	CY	\$ 6.00	\$ 111,828.00
3.	Fence, to Relocate	200	LF	\$ 7.00	\$ 1,400.00
4.	Pit Run Base, to place	1000	TON	\$ 16.00	\$ 16,000.00
5.	Aggregate Base, Class 2, to Place	19,280	TON	\$ 9.00	\$ 173,520.00
6.	Asphalt Concrete, 4", to Construct	5,015	TON	\$ 30.00	\$ 150,450.00
7.	Curb & Gutter No. 4, to Construct	7,800	LF	\$ 12.00	\$ 93,600.00
8.	Curb No. 14, to Construct	230	LF	\$ 16.00	\$ 3,680.00
9.	Sidewalk, 3 1/2" PCC, to Construct	35,485	SF	\$ 2.80	\$ 99,358.00

APPROVED
BY THE CITY COUNCIL

JAN 22 1991

OFFICE OF THE
CITY CLERK

FILED

OCT 23 1990

10. Driveway, 6" PCC, to Construct	By the Office of the City Clerk 997	LF	\$ <u>32.00</u>	\$ <u>31,904.00</u>
11. Driveway, 3 1/2" PCC, to Construct	56	LF	\$ <u>30.00</u>	\$ <u>1,680.00</u>
12. Drain Pipe, 12" Diameter, to Place	3,613	LF	\$ <u>43.00</u>	\$ <u>155,359.00</u>
13. Drain Pipe, 15" Diameter, to Place	753	LF	\$ <u>45.00</u>	\$ <u>33,885.00</u>
14. Drain Pipe, 18" Diameter, to Place	311	LF	\$ <u>48.00</u>	\$ <u>14,928.00</u>
15. Drain Pipe, 24" Diameter, to Place	306	LF	\$ <u>31.00</u>	\$ <u>9,486.00</u>
16. Drain Pipe, 27" Diameter, to Place	364	LF	\$ <u>32.00</u>	\$ <u>11,648.00</u>
17. Drain Pipe, 30" Diameter, to Place	627	LF	\$ <u>33.00</u>	\$ <u>20,691.00</u>
18. Drain Pipe, 33" Diameter, to Place	507	LF	\$ <u>39.00</u>	\$ <u>19,773.00</u>
19. Drain Pipe, 36" Diameter, to Place	296	LF	\$ <u>43.00</u>	\$ <u>12,728.00</u>
20. Drain Manhole No. 3, to Construct	16	EA	\$ <u>1500.00</u>	\$ <u>24,000.00</u>
21. Drain Manhole No. 3A, to Construct	7	EA	\$ <u>1600.00</u>	\$ <u>11,200.00</u>
22. Drain Manhole No. 4, to Construct	10	EA	\$ <u>2300.00</u>	\$ <u>23,000.00</u>
23. Drop Inlet, Type B, to Construct	33	EA	\$ <u>1100.00</u>	\$ <u>36,300.00</u>
24. Ditch Box, to Construct	14	EA	\$ <u>1100.00</u>	\$ <u>15,400.00</u>
25. Vitrified Clay Sewer Pipe, 8" Diameter, to Place	3,833	LF	\$ <u>39.00</u>	\$ <u>149,487.00</u>
26. Vitrified Clay Sewer Pipe, 10" Diameter, to Place	2,100	LF	\$ <u>41.00</u>	\$ <u>86,100.00</u>
27. Vitrified Clay Sewer Pipe, 12" Diameter, to Place	873	LF	\$ <u>55.00</u>	\$ <u>48,015.00</u>

FILED

OCT 23 1990

			By the Office of the City Clerk		
28. Vitrified Clay Sewer Pipe, 18" Diameter, to Place (Power Inn Road)	1,700	LF	\$ <u>105.00</u>	\$ <u>178,500.00</u>	
29. Vitrified Clay Sewer Pipe, 18" Diameter, to Place (Cucamonga Road)	559	LF	\$ <u>76.00</u>	\$ <u>42,484.00</u>	
30. Conductor Pipe, for 8" Diameter Sewer, to Bore and Jack	1	JOB	\$ <u>LUMP SUM</u>	\$ <u>26,000.00</u>	
31. Conductor Pipe, for 18" Diameter Sewer, to Bore and Jack	1	JOB	\$ <u>LUMP SUM</u>	\$ <u>32,000.00</u>	
32. Sewer Manhole to Construct (Depth < 8')	12	EA	\$ <u>1300.00</u>	\$ <u>15,600.00</u>	
33. Sewer Manhole to Construct (Depth > 8')	20	EA	\$ <u>2200.00</u>	\$ <u>44,000.00</u>	
34. VCP Sewer Service, 4" Diameter, to Construct	7	EA	\$ <u>1200.00</u>	\$ <u>8,400.00</u>	
35. VCP Sewer Service, 6" Diameter, to Construct	40	EA	\$ <u>1300.00</u>	\$ <u>52,000.00</u>	
36. VCP Sewer Service, 8" Diameter, to Construct	1	EA	\$ <u>2200.00</u>	\$ <u>2,200.00</u>	
37. Inside Drop Connection, 8" Diameter, to Construct	4	EA	\$ <u>670.00</u>	\$ <u>2,680.00</u>	
38. Water Main, 6" Diameter to Construct	70	LF	\$ <u>33.00</u>	\$ <u>2,310.00</u>	
39. Water Main, 8" Diameter to Construct	1,200	LF	\$ <u>24.00</u>	\$ <u>28,800.00</u>	
40. Water Main, 12" Diameter, to Construct	1,830	LF	\$ <u>33.00</u>	\$ <u>60,390.00</u>	
41. Gate Valve, 6" Diameter, to Place	2	EA	\$ <u>660.00</u>	\$ <u>1,320.00</u>	
42. Gate Valve, 8" Diameter, to Place	5	EA	\$ <u>760.00</u>	\$ <u>3,800.00</u>	
43. Gate Valve, 12" Diameter, to Place	4	EA	\$ <u>1300.00</u>	\$ <u>5,200.00</u>	
44. Water Service, 2" Diameter (Domestic), to Construct	13	EA	\$ <u>1400.00</u>	\$ <u>18,200.00</u>	

LEGAL NOTICE

NOTICE OF CONTINUED PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF SACRAMENTO will hold a CONTINUED PUBLIC HEARING in the City Council Chamber, 915 I Street, Sacramento, California, on Tuesday, December 4, 1990, at 7:30 p.m. to receive and consider all evidence and reports relative to

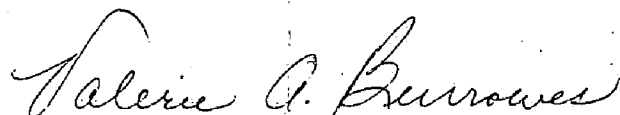
The Proposed New Ramona Colony Street
Assessment District No. 90-02,
(continued from November 27, 1990)

All interested parties are invited to attend said Hearing and express opinions or submit evidence for or against the proposal as given.

Further information on the above application may be obtained or viewed at the office of the City Clerk, 915 I Street, Room 304, 449-5426.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF SACRAMENTO.

November 28, 1990



Valerie A. Burrowes, City Clerk

**AFFIDAVIT OF POSTING NOTICE OF
CONTINUANCE OF PUBLIC HEARING**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) SS:
CITY OF SACRAMENTO)

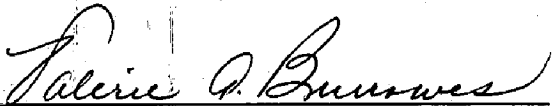
AFFIDAVIT OF POSTING NOTICE OF
CONTINUANCE OF PUBLIC HEARING FOR THE
PROPOSED NEW RAMONA COLONY STREET
ASSESSMENT DISTRICT NO. 90-02 (continued from
November 27, 1990)

I, Valerie A. Burrowes, do declare as follows:

That I am the City Clerk of the City of Sacramento; that at a regular meeting of the City Council of the city of Sacramento held Tuesday, November 27, 1990, said public hearing was opened and continued to the time and place specified in the NOTICE OF CONTINUANCE attached hereto; and that on Wednesday, November 28, 1990, at the hour of 11:30 a.m., a copy of said notice was posted at a conspicuous place near the door at which said meeting was held.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 28, 1990, at Sacramento, California.



Valerie A. Burrowes, City Clerk

LEGAL NOTICE

NOTICE OF CONTINUED PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF SACRAMENTO will hold a CONTINUED PUBLIC HEARING in the City Council Chamber, 915 I Street, Sacramento, California, on Tuesday, December 4, 1990, at 7:30 p.m. to receive and consider all evidence and reports relative to

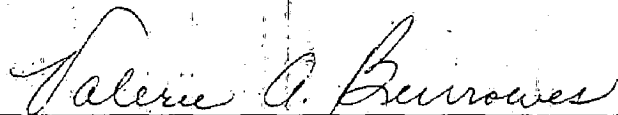
The Proposed New Ramona Colony Street
Assessment District No. 90-02,
(continued from November 27, 1990)

All interested parties are invited to attend said Hearing and express opinions or submit evidence for or against the proposal as given.

Further information on the above application may be obtained or viewed at the office of the City Clerk, 915 I Street, Room 304, 449-5426.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF SACRAMENTO.

November 28, 1990

A handwritten signature in cursive script, reading "Valerie A. Burrowes", is written over a horizontal line.

Valerie A. Burrowes, City Clerk

NOTICE OF IMPROVEMENT

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

At 7:30 P.M. on November 27, 1990, at the Chambers of the City Council located at 915 I Street, Sacramento, California, the City Council of the City of Sacramento will hold a protest hearing on the Resolution of Intention (adopted September 18, 1990), and the Engineer's Report for New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California. The purpose of the hearing is to receive and consider protests against the proposed improvement, the extent of the assessment district, or the proposed assessment.

The proposed improvement is briefly described as follows:

The construction of street improvements on the unimproved portions of Cucamonga Avenue and Ramona Avenue; reconstruction of an existing unimproved roadway on Brighton Avenue; sidewalk construction on portions of the west side of Power Inn Road; the replacement of existing pavement on portions of Hunt Street and Heinz Street; construction of water mains and related appurtenances along Brighton Avenue as described above and along a portion of Ramona Avenue; construction of sanitary sewer mains in Brighton and Cucamonga Avenues, as herein previously described, and in a portion of Ramona Avenue, Power Inn Road, Hunt Street, and Heinz Street; construction of a storm drainage collection system in a portion of Brighton Avenue, Ramona Avenue, Hunt Street, and Heinz Street and portions of Cucamonga Avenue; and construction of a signal at the intersection of Power Inn Road and Cucamonga Avenue.

The total estimated cost of the proposed improvement is \$5,913,735.84. With an estimated contribution from the City, County and State of a total of \$922,984.00, the estimated balance amount to be assessed is \$4,990,751.84.

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

For further particulars, you may refer to the Resolution of Intention and the Report, which are on file with the City Clerk at 915 I Street, Sacramento, California 95814. Inquiries about the protest proceedings will be answered during normal business hours by Ron Wicky, Engineering Services Division, 927 10th Street, Room 100, Sacramento, California 95814-2795 or by telephoning (916) 449-5628.

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

DATED: September 18, 1990

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

KELBRO CORPORATION

RECEIVED

4.7

252 Sutters Gold Dr. Sacramento, Ca. 95826

NOV 20 1990

(916) 452-5841

ENGINEERING DIV.

November 19, 1990

City Clerks Office
Caroline Quinn
915 I Street
Sacramento, Ca. 95814

Dear Ms. Quinn:

We are writing in protest of the proposed New Ramona Colony Street proposed Improvements.

We now own approximately 20 acres on Ramona Avenue. The parcel numbers are 079-0281-018-0000, 079-0281-013-0000, 079-0300-007-0000, and 079-0300-006-0000.

We have a pit located on Ramona Avenue. There is a wood grinding facility in this pit that grinds scrap wood. This wood comes from many sources, including the City of Sacramento County of Sacramento, SMUD, and many Tree Cutting companies to name just a few of the wood suppliers to this plant. The amount of rent money collected for the 11 acre parcel in the pit will not even pay enough to cover the bond costs. If this new Ramona Colony improvement passes, we will be forced to shut this plant down when it lease renewal comes up in the middle of 1991. The impact on the City, County, and Land Fills in the Sacramento area will be unbelievable. This mill grinds 100 ton of wood per hour and runs 5 days per week, 8 to 10 hours per day. This mill will not be re-located in the County of Sacramento. The next processing plant for this type of scrap wood is approximately 80 miles from Sacramento. This scrap wood will then have to go into the dumps and land fills.

The adjoining 8 acres that we own to the north have been kept vacant because of this mill. We have not looked into developing this because of the mill.

We and our tenants will be forced to sell our land and quit business. If you have any questions, please let me know.

Sincerely

Patricia Keller-Wheeler

Patricia Keller-Wheeler

4.7
RECEIVED

NOV 10 1990

ENGINEERING DIV.

November 7, 1990

City Clerk
915 I Street
Sacramento, Ca. 95814

Dear Sir:

With reference to the New Ramona Colony Street Assessment District No. 90-02 for which there is a protest meeting to be held on November 27, 1990, at 7:30 p.m.

I am writing in protest of the improvements that have been discussed at earlier meetings.

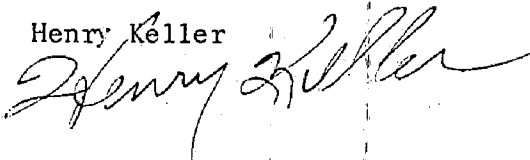
I am the owner of property located at 3316 Ramona Avenue. Widening the street will have a terrible impact upon me. The house I own is a rental. Widening the street will shorten my driveway so that no vehicle can use it. The street will practically be upon the house and my tenant has stated that he will move if this happens. I have had the same tenant for approximately 6 years. There is nowhere for any tenant to park.

I could understand these improvements if the entire area were going to re-develop the properties, but this is not the case. We will not be able to afford the additional tax burden that this improvement will cost us. Many people in this assessment area will have to sell and move, if they can before they lose their properties due to this improvement.

I do not want these improvements and do not intend to lose my property because a few people want this. Talking with the majority of neighbors has convinced me that no one wants these improvements for the money they will cost.

Sincerely,

Henry Keller



RECEIVED

NOV 20 1990

ENGINEERING DIV.

November 7, 1990

City Clerk
915 I Street
Sacramento, Ca. 95814

Dear Sir:


I am writing concerning the New Ramona Colony Street Assessment District No. 90-02.

I want to protest improving the streets in this neighborhood for the following reasons.

1. The majority of property owners in this area cannot afford this type of improvement. (The original quote was for less than one million dollars and has now risen to almost six million dollars.)
2. The majority of property owners are not in the process of re-developing their properties so that this tax burden would devastate them.
3. Many of us would have to sell our properties soon if this assessment goes thru because we cannot afford to pay for this assessment. If we are not able to sell we may lose our property. We do not generate the amount of money it takes to support this type of street.

I would suggest that each property owner that wants these improvements should put them in himself. I suggest that you will find almost no one who will agree for these costs for New Ramona Colony.

Sincerely,



Patricia Keller-Wheeler
Owner of
3308 & 3312 Ramona Avenue
Sacramento, California
95826

November 20, 1990

RECEIVED
CITY CLERKS OFFICE
CITY OF SACRAMENTO

NOV 26 9 12 AM '90

Ms. Valerie A. Burrowes, City Clerk
City of Sacramento, Sacramento County
State of California
915 I Street, Room 304
Sacramento, CA

Dear Ms. Burrowes:

Re: Assessor's Parcel No. 079-0242-001
Assessor's Parcel No. 079-0242-005

This is to record our protest to the proposed improvements, assessments, and formation of the New Ramona Colony Street Assessment District No. 90-02. We do not support the proposals for the following reasons:

HIGH ASSESSMENT IS A FINANCIAL HARDSHIP. With 4.75 acres, our assessment totals \$187,129.19 -- approximately 95 cents per square foot. (We are informed this total will probably be higher when the figures are firmed up.) The monthly assessment would be approximately \$1,800 or \$21,600 a year for 15 years. OUR PROPERTY IS NOT A BUSINESS, NOT REVENUE-PRODUCING ACREAGE BUT A RESIDENCE.

HIGH ASSESSMENT FORCES A CHANGE IN FAMILY GOALS. The property was purchased in the early fifties to raise a family and for farming. The farming was a family effort with Mother putting in the longest hours from dawn to dusk. Father and the oldest son (both deceased) did gardening during the day and farmed in the evenings and on the weekends. Mother continued working on the farm parttime until she developed back problems several years ago. She is now in a nursing home. Our family goal has been to retain the property while Mother is still living. It is still home to her and the farming was a labor of love for her. Now, these assessment figures forces us to put the property up for sale.

HIGH ASSESSMENT FORCES A CHANGE IN RESIDENCE. The youngest son lives on the property. The financial hardship faced by the passage of the improvements will force the youngest son to consider an undesired change in residence.

HIGH ASSESSMENT IS A DISADVANTAGE FOR PROPERTY SALE.

WE AGAIN STATE OUR PROTEST TO THE IMPROVEMENTS, ASSESSMENTS, AND FORMATION OF THE NEW RAMONA COLONY STREET ASSESSMENT DISTRICT AND URGE THE MEMBERS OF THE CITY COUNCIL TO VOTE 'NO.'

Sincerely,

Tom Tateishi

Tom Tateishi

Ron Tateishi

Ron Tateishi

Seiko Tateishi

Seiko Tateishi

*Mary Ann
Tateishi Nakashima*
Mary Ann
Tateishi-Nakashima

7500 Brighton Avenue
Sacramento CA 95826

AMENDED ENGINEER'S REPORT

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02
CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

The undersigned respectfully submits the enclosed amended report as directed by the City Council.

DATED: ~~November 27~~, 1990
December 4

MELVIN H. JOHNSON, Director of Public Works,
Engineer of Work

By Melvin H. Johnson

I HEREBY CERTIFY that the enclosed Amended Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was filed with me on the ~~27th~~ day of ~~November~~, 1990.
4th December

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

By Valerie A. Burrowes

I HEREBY CERTIFY that the enclosed Amended Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Sacramento, County of Sacramento, State of California, on the 4th day of December, 1990.

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

By Valerie A. Burrowes

I HEREBY CERTIFY that the enclosed Amended Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was recorded in my office on the 6th day of December, 1990.

MELVIN H. JOHNSON, Superintendent of Streets
City of Sacramento, County of Sacramento,
State of California

By Melvin H. Johnson

AMENDED ENGINEER'S REPORT

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02
CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

MELVIN H. JOHNSON, Engineer of Work for New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California, makes this amended report, as directed by the City Council, pursuant to Section 10204 of the Streets and Highways Code (Municipal Improvement Act of 1913).

The improvements which are the subject of this amended report are briefly described as follows:

The construction of street improvements, to include clearing, grubbing, excavation, grading, construction of pavement, curbs, gutters and sidewalks, including driveways, and installation of a street lighting system; on Cucamonga Avenue, currently an unimproved road, from the intersection of Cucamonga and Ramona Avenues to the intersection of Cucamonga Avenue and Power Inn Road; and on Ramona Avenue, currently an unimproved road, from the intersection of Ramona and Brighton Avenues to a point on Ramona Avenue 730 feet, more or less, west of intersection of Ramona Avenue and Power Inn Road; and the reconstruction of existing roadway on Brighton Avenue, currently an unimproved road, from the intersection of Brighton and Ramona Avenues to a point on Brighton Avenue 1,950 feet, more or less, from said intersection to its terminus; and sidewalk construction on portions of the west side of Power Inn Road from the intersection of Power Inn Road and Ramona Avenue to a point 300 feet, more or less, north of the intersection of Power Inn Road and Cucamonga Avenue; and the replacement of existing pavement on Hunt Street from the intersection of Hunt Street and Brighton Avenue to its terminus 220 feet, more or less, south of said intersection; and on Heinz Street from the intersection of Heinz Street and Brighton Avenue to its terminus 420 feet, more or less, south of said intersection; and the construction of water mains and related appurtenances, hydrants, and services, where required, along Brighton Avenue as described above and along Ramona Avenue from the intersection of Brighton and Ramona Avenues to a point 950 feet, more or less, southeasterly of said intersection; the construction of sanitary sewer mains with manholes and services, where required, in Brighton and Cucamonga Avenues, as herein previously described; in Ramona Avenue from the intersection of Ramona and Brighton Avenues to a point 140 feet, more or less, southeasterly of the intersection of Ramona and Cucamonga Avenues; in Power Inn Road from a point 300 feet, more or less, north of the intersection of Power Inn Road and 14th Avenue to a point 650 feet, more or less, north of the intersection of Power Inn Road and Cucamonga Avenue; and in Hunt Street from the intersection of Hunt Street and Brighton Avenue to its

terminus 220 feet, more or less, south of said intersection; and on Heinz Street from the intersection of Heinz Street and Brighton Avenue to its terminus 420 feet, more or less, south of said intersection; and the construction of a storm drainage collection system, including drop inlets, manholes, and services, where required, in Brighton Avenue from the intersection of Hunt Street and Brighton Avenue to the intersection of Ramona and Brighton Avenues; and in Ramona Avenue from the intersection of Brighton and Ramona Avenues to a point 650 feet, more or less, west of the intersection of Ramona Avenue and Power Inn Road; and in Cucamonga Avenue from the intersection of Cucamonga and Ramona Avenues to a point 450 feet, more or less, east of Ramona Avenue; and in Cucamonga Avenue from the intersection of Cucamonga Avenue and Power Inn Road to a point 750 feet, more or less, west of Power Inn Road; and in Hunt Street from the intersection of Brighton Avenue and Hunt Street to a point 40 feet more or less, south of said intersection; and in Heinz Street from the intersection of Heinz Street and Brighton Avenue to a point 375 feet, more or less, south of said intersection; and the construction of a signal at the intersection of Power Inn Road and Cucamonga Avenue.

Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, shall be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed nineteen (19) years from the second day of September next succeeding twelve (12) months from their date.

This amended report includes the following attached exhibits:

EXHIBIT A - Plans and specifications for improvements to be constructed. Plans and specifications are a part of this report whether or not separately bound.

EXHIBIT B - An estimate of the cost of the improvements.

EXHIBIT C - An assessment roll, showing the amount proposed to be specially assessed against each parcel of real property within this assessment district. Each parcel is described by County Assessor's parcel number or other designation, and each parcel is also assigned a separate "assessment number" for the purposes of this proceeding.

EXHIBIT D - A statement of the method by which the undersigned determined the amount proposed to be assessed against each parcel, based on benefits to be derived by each parcel, respectively, from the improvements.

EXHIBIT E - A list of the names and addresses of the owners of real property within this assessment district, as shown on the last

equalized assessment roll for taxes, or as known to the Clerk. The list is keyed to Exhibit C by assessment number.

EXHIBIT F - A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit C by assessment number.

EXHIBIT G - A description of easement and right-of-way acquisitions.

Respectfully submitted,

MELVIN H. JOHNSON, Director of Public Works,
Engineer of Work,
City of Sacramento, Sacramento County,
State of California

EXHIBIT A

PLANS AND SPECIFICATIONS FOR IMPROVEMENTS TO BE CONSTRUCTED

Plans and specifications are a part of this report whether or not separately bound.

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

COST ESTIMATE

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	CLEARING & GRUBBING	1	JOB	\$67,300.00	\$67,300.00
2	ROADWAY EXCAVATION	18,638	CY	\$6.00	\$111,828.00
3	FENCE, TO RELOCATE	200	LF	\$7.00	\$1,400.00
4	PIT RUN BASE	1000	TON	\$16.00	\$16,000.00
5	AGGREGATE BASE CLASS II, TO PLACE	19,280	TON	\$9.00	\$173,520.00
6	AC PAVEMENT, TO CONSTRUCT	5,015	TON	\$30.00	\$150,450.00
7	CURB AND GUTTER #4, TO CONSTRUCT	7,800	LF	\$12.00	\$93,600.00
8	CURB #14, TO CONSTRUCT	230	LF	\$16.00	\$3,680.00
9	CONCRETE SIDEWALK, TO CONSTRUCT	35,485	SF	\$2.80	\$99,358.00
10	COMMERCIAL DRIVEWAY, TO CONSTRUCT	997	LF	\$32.00	\$31,904.00
11	DRIVEWAY, 3.5" PCC, TO CONSTRUCT	56	LF	\$30.00	\$1,680.00
12	12" DRAIN PIPE, TO PLACE	3,613	LF	\$43.00	\$155,359.00
13	15" DRAIN PIPE, TO PLACE	753	LF	\$45.00	\$33,885.00
14	18" DRAIN PIPE, TO PLACE	311	LF	\$48.00	\$14,928.00
15	24" DRAIN PIPE, TO PLACE	306	LF	\$31.00	\$9,486.00
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18	33" DRAIN PIPE, TO PLACE	507	LF	\$39.00	\$19,773.00
19	36" DRAIN PIPE, TO PLACE	296	LF	\$43.00	\$12,728.00
20	DRAIN MH #3, TO CONSTRUCT	16	EA	\$1,500.00	\$24,000.00
21	DRAIN MH #3A, TO CONSTRUCT	7	EA	\$1,600.00	\$11,200.00
22	DRAIN MH #4, TO CONSTRUCT	10	EA	\$2,300.00	\$23,000.00
23	TYPE B DROP INLET, TO CONSTRUCT	33	EA	\$1,100.00	\$36,300.00
24	DITCH BOX, TO CONSTRUCT	14	EA	\$1,100.00	\$15,400.00
25	8" VC SEWER PIPE, TO PLACE	3,833	LF	\$39.00	\$149,487.00
26	10" VC SEWER PIPE, TO PLACE	2,100	LF	\$41.00	\$86,100.00
27	12" VC SEWER PIPE, TO PLACE	873	LF	\$55.00	\$48,015.00
28	18" VCP SEWER, TO PLACE(POWER IN	1,700	LF	\$105.00	\$178,500.00
29	18" VCP SEWER, TO PLACE(CUCAMON	559	LF	\$76.00	\$42,484.00
30	24" CONDUCTOR PIPE, TO BORE & JA	1	JOB	\$26,000.00	\$26,000.00
31	30" CONDUCTOR PIPE, TO BORE & JA	1	JOB	\$32,000.00	\$32,000.00
32	SEWER MH #3, TO CONSTRUCT	12	EA	\$1,300.00	\$15,600.00
33	SEWER MH #3A, TO CONSTRUCT	20	EA	\$2,200.00	\$44,000.00
34	4" VCP SEWER SERVICE, TO CONSTRUCT	7	EA	\$1,200.00	\$8,400.00
35	6" VCP SEWER SERVICE, TO CONSTRUCT	40	EA	\$1,300.00	\$52,000.00
36	8" VCP SEWER SERVICE, TO CONSTRUCT	1	EA	\$2,200.00	\$2,200.00
37	8" DROP CONNECTION, TO CONSTRUCT	4	EA	\$670.00	\$2,680.00
38	6" WATER, TO CONSTRUCT	70	LF	\$33.00	\$2,310.00
39	8" WATER, TO CONSTRUCT	1,200	LF	\$24.00	\$28,800.00
40	12" WATER, TO CONSTRUCT	1,830	LF	\$33.00	\$60,390.00
41	6" GATE VALVE, TO PLACE	2	EA	\$660.00	\$1,320.00
42	8" GATE VALVE, TO PLACE	5	EA	\$760.00	\$3,800.00
43	12" GATE VALVE, TO PLACE	4	EA	\$1,300.00	\$5,200.00
44	WATER SERVICE, 2" DIA, DOMESTIC	13	EA	\$1,400.00	\$18,200.00
45	WATER SERVICE, 6" DIA, FIRE	1	EA	\$1,800.00	\$1,800.00
46	WATER SERVICE, 8" DIA, FIRE	5	EA	\$2,000.00	\$10,000.00
47	FIRE HYDRANT ASSEMBLY, TO PLACE	7	EA	\$2,800.00	\$19,600.00
48	FIRE HYDRANT, TO RELOCATE	8	EA	\$910.00	\$7,280.00
49	4" BLOW-OFF, TO PLACE	1	EA	\$1,300.00	\$1,300.00
50	PEDESTRIAN BARRICADE, TO CONSTRUCT	4	EA	\$280.00	\$1,120.00
51	RETAINING WALL, TO CONSTRUCT	390	LF	\$96.00	\$37,440.00

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

COST ESTIMATE

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
52	WATER VALVE BOX, TO ADJ. TO GRAD	20	EA	\$340.00	\$6,800.00
53	TRAFFIC PULL BOX, TO ADJ. TO GRAD	6	EA	\$270.00	\$1,620.00
54	WATER METER, TO REMOVE & RESET	3	EA	\$270.00	\$810.00
55	MAIL BOX, TO RELOCATE	11	EA	\$95.00	\$1,045.00
56	STREET SIGN, TO RELOCATE	2	EA	\$80.00	\$160.00
57	TRAFFIC SIGNALS, TO CONSTRUCT*	1	JOB	\$82,000.00	\$82,000.00
58	STREET LIGHT SYS, TO MODIFY & INST	1	JOB	\$35,000.00	\$35,000.00
59	MAST ARM ELECTOLIERS, TO INSTALL	6	EA	\$1,800.00	\$10,800.00
60	PRECONSTRUCTION PHOTOGRAPHS	1	JOB	\$500.00	\$500.00
TOTAL CONSTRUCTION SCHEDULE					\$2,163,879.00
CONTINGENCY (9%)					\$192,877.17
TOTAL CONSTRUCTION AND CONTINGENCY					\$2,356,756.17
RIGHT-OF-WAY				\$240,658.30	
APPRAISAL COST				\$75,800.00	
PROPERTY AGENT FEES				\$15,000.00	
CITY REAL ESTATE				\$25,000.00	
CLOSING COSTS				\$17,000.00	
TOTAL ROW-RELATED COSTS					\$373,458.30
TOTAL CONSTRUCTION, CONTINGENCY AND RIGHT-OF-WAY					\$2,730,214.47
INCIDENTALS:					
ENGINEERING AND PROJECT MANAGEMENT				\$238,896.00	
CITY A.D. SPREADS & DOCUMENTS				\$45,000.00	
CONSTRUCTION STAKING & INSPECTION (7.5%)				\$162,290.93	
TOTAL INCIDENTAL ENGINEERING					\$446,186.93
BOND PRINTING COST				\$4,500.00	
BOND REGISTRATION AND ADMINISTRATION				\$90,000.00	
SPECIAL DIST. INFO. & REPORTING SYSTEM				\$23,990.08	
CALIF. DEBT ADVISORY COMMISSION FEE				\$269.80	
BOND COUNCIL FEE				\$40,470.23	
BOND DISCOUNT				\$67,450.39	
RESERVE ACCOUNT				\$242,821.40	
TOTAL INCIDENTAL BOND-RELATED COSTS					\$469,501.90
CONTRIBUTIONS					
LESS CITY CONTRIBUTION				(\$147,998.69)	
LESS COUNTY CONTRIBUTION				(\$241,841.00)	
LESS STATE CONTRIBUTION				(\$480,000.00)	
TOTAL CONTRIBUTION					(\$869,839.69)
TOTAL AMOUNT TO BE ASSESSED TO PROPERTY OWNERS					\$2,776,063.61

EXHIBIT B

12/4/90

ASSESSMENT ROLLNEW RAMONA COLONEY STREET ASSESSMENT DISTRICT

A.D. NO.	PARCEL DESCRIPTION	ASSESSMENT AMOUNT
1	079-0242-001	\$144,642.97
2	079-0242-002	\$18,618.17
3	079-0242-004	\$78,243.66
4	079-0242-005	\$41,924.38
5	079-0242-006	\$0.00
6	079-0251-003	\$7,547.05
7	079-0251-012	\$10,547.76
8	079-0251-015	\$16,743.20
9	079-0251-014	\$25,180.04
10	079-0251-008	\$5,642.50
11	079-0251-009	\$3,561.82
12	079-0251-010	\$6,355.71
13	079-0251-007	\$6,355.71
14	079-0251-005	\$5,276.22
15A	079-0251-011	\$0.00
15B	079-0260-001	\$0.00
16	079-0252-004	\$0.00
17	079-0252-003	\$0.00
18	079-0252-001	\$3,350.71
19	079-0252-002	\$3,799.15
20	079-0270-001	\$0.00
21	079-0270-002	\$24,957.96
22	079-0270-003	\$23,834.01
23	079-0270-004	\$17,820.09
24	079-0270-005	\$13,145.95
25	079-0270-006	\$18,705.51
26	079-0270-007	\$90,874.19
27	079-0270-008	\$18,830.91
28	079-0270-009	\$41,200.36
29	079-0270-010	\$49,708.93
30	079-0260-006	\$22,159.61
31	079-0260-005	\$51,939.31
32	079-0260-003	\$6,463.72
33	079-0260-002	\$23,277.59
34	079-0260-004	\$25,902.82
35	079-0282-001	\$95,962.15
36	079-0282-002	\$76,255.08
37	079-0282-003	\$53,375.05
38	079-0282-015	\$3,121.86
39	079-0282-017	\$4,527.54
40	079-0282-016	\$8,509.32
41	079-0282-004	\$91,590.55
42	079-0282-014	\$52,090.84
43	079-0282-013	\$38,581.32

12/4/90

ASSESSMENT ROLLNEW RAMONA COLONEY STREET ASSESSMENT DISTRICT

A.D. NO.	PARCEL DESCRIPTION	ASSESSMENT AMOUNT
44	079-0282-020	\$12,421.21
45	079-0282-021	\$3,671.47
46	079-0282-019	\$2,504.87
47	079-0282-018	\$540.76
48	079-0282-007	\$3,712.43
49	079-0300-008	\$11,699.91
50	079-0300-009	\$7,255.33
51	079-0300-001	\$49,904.32
52	079-0300-007	\$46,378.33
53	079-0300-006	\$124,872.62
54	079-0281-018	\$138,187.27
55	079-0281-017	\$785.17
56	079-0281-007	\$11,841.51
57	079-0281-016	\$13,042.63
58	079-0281-015	\$10,648.24
59	079-0281-005	\$15,286.23
60	079-0281-014	\$321.00
61	079-0281-013	\$116,034.07
62	079-0281-003	\$150,299.40
63	079-0281-002	\$78,557.68
64	079-0281-001	\$76,402.31
65	079-0241-006	\$69,492.52
66	079-0241-007	\$282,104.73
67	079-0241-003	\$185,511.71
68	079-0241-002	\$105,854.07
69	079-0241-001	\$28,110.10
		\$2,776,063.61

EXHIBIT C

**NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02
PROPOSED METHOD OF SPREADING ASSESSMENTS**

The following describes the proposed method of spreading assessments for the New Ramona Colony Street Assessment District:

BACKGROUND INFORMATION

A portion of Ramona Avenue just west of Power Inn Road was previously improved at the expense of the owner of several parcels in that locale. These improvements include street, curb, gutter, sidewalk, sewer, and storm drain collection facilities; water distribution facilities; and a street lighting system. Those parcels fronting the previously-constructed improvements are therefore excepted from assessments for the aforementioned improvements.

Several parcels are less than one-half acre in area. The small size of these lots greatly limits their developability, so that they derive less benefit from the proposed improvements. To compensate for this inequity, one-half of net area is used for these parcels when assessments are made on an area basis.

Several government-owned properties within the assessment district area are exempt from assessments. These include a small parcel (AD No. 5) owned by Sacramento Regional Transit District (SRTD) and several parcels (AD Nos. 15A, 15B, 16, 17 and 20) owned by the State of California. The State has agreed to contribute \$480,000 toward project costs. If the State's actual share of the costs is in excess of \$480,000, the excess cost will be spread back to the other property owners. Conversely, if the State's would-be assessment is less than \$480,000, the excess contribution will be reimbursed to the State. The latter situation is unlikely, since the State's share of the costs is estimated to be in excess of \$480,000.

Other funding sources are as follows:

The City of Sacramento will be funding entirely the design and construction of a traffic signal at the intersection of Power Inn Road and Cucamonga Avenue (\$150,000 is budgeted for this purpose).

The costs associated with the construction of the trunk sewer facilities and lateral upsizing will be funded by the Sacramento Regional County Sanitation District No. 1.

CONSTRUCTION COSTS

1. Storm Drainage Collection System:

- A. Costs related to the construction of these improvements are assessed to all benefitting parcels on the basis of net assessable area (where net assessable area is defined as the gross parcel area less land to be acquired and used as road right-of-way), except those parcels on Ramona Avenue which already have a storm drainage collection system and those parcels which front only Power Inn Road.

- B. AD Nos. 51-53 front Ramona Avenue and fall within the area served by the previously constructed drainage improvements. Some additional construction is needed for these parcels to tie into the existing storm drain collector; the costs of constructing these facilities are assessed equally to AD Nos. 51-53.
- C. Parcel No. 42, which fronts both Power Inn Road and Cucamonga Avenue will be assessed on the basis of one-third of the net assessable area. This parcel already has access to existing storm drainage facilities in Power Inn Road, so that it does not benefit as substantially as the other parcels in the assessment district.

2. Sewer Collection System:

- A. Costs related to the construction of the trunk sewer in Power Inn Road and a segment of Cucamonga Avenue are to be funded by the Sacramento Regional County Sanitation District (SRCSD). The sewer in Cucamonga Avenue is to serve as both a lateral and trunk sewer. SRCSD will fund that portion of the sewer costs over the cost to construct a lateral in this reach.
- B. Costs related to the construction of all lateral sewers and appurtenances are assessed to each benefitted parcel on an area basis. These costs consist of the "equivalent cost" of the sewer system required for the district itself and do not include any upsizing to achieve the required SRCSD's trunk capacity.

Parcels along Ramona Avenue which already have sewer improvements are not assessed for any lateral sewer costs. These parcels are, however, assessed on an area basis for the construction work necessary to tie the existing sewer improvements into the proposed trunk sewer in Power Inn Road.

3. Water Distribution System:

- A. A 12-inch water line is to be constructed in Ramona and Brighton Avenues. It will extend from the termination of an existing 12-inch line in Ramona Avenue to an existing 8-inch line in Brighton Avenue. An 8-inch water line is to be constructed in Brighton Avenue, beginning where the proposed 12-inch line ends and terminating near the easterly end of Brighton Avenue.
- B. Parcels that at present lack access to a water line are assessed on an area basis for the 12-inch water line and all related appurtenances (AD Nos. 1, 2, 4, 5, and 66-69).
- C. All parcels receiving water services, including parcels addressed in paragraph 3B, are assessed on an area basis for the 8-inch water line.

4. Streets, Curbs, Gutters, and Sidewalks:

- A. Two-thirds of the costs related to the construction of these facilities on Cucamonga, Ramona, and Brighton Avenues are assessed to each benefitted parcel in proportion to the net assessable area. The remaining one-third of these construction costs are assessed to each benefitted parcel in proportion to front footage. Front footage for corner parcels is taken to be the sum of the length of the shorter side and half the length of the longer side. Parcel No. 1, which fronts both Ramona and Brighton Avenues, is assessed on a one-half area as well as on a one-half frontage basis for this work. In addition to certain parcels along Ramona Avenue, one parcel on Power Inn Road (AD No. 22) does not front or gain access from the proposed street construction and is to be excepted from this assessment.
- B. Brighton Avenue roadwork consists of street reconstruction to the existing width. Since the existing width is approximately half of the roadway width of those streets being widened, Brighton Avenue parcels are assessed on a half-area basis for the two-thirds construction costs mentioned in Paragraph 4A. Since Brighton Avenue parcels receive no frontage improvements, they are exempted from the one-third construction costs attributable to the benefitted parcels.
- C. Costs related to curb, gutter and sidewalk construction on Power Inn Road are assessed directly to each benefitted parcel.

5. Water, Sewer, and Storm Drain Service Stubs:

Costs related to the construction of these improvements are assessed to each benefitted parcel for the number of each type of service constructed.

6. Driveway Construction:

Costs related to the construction of driveways are assessed to each benefitted parcel for each driveway to be constructed.

7. Street Lighting System:

Costs related to the construction of the street lighting system are assessed to each benefitted parcel on an area basis. Those parcels on Power Inn Road and Ramona Avenue which already have street lighting, as well as Brighton Avenue parcels which do not benefit from the street lighting, are exempted from this assessment. Interior parcels are assessed on a one-third area basis.

A.D. No. 1, which fronts both Brighton and Ramona Avenues, is assessed on a half-area basis.

8. Traffic Signal at the intersection of Power Inn Road and Cucamonga Avenue:

Traffic signal costs are being funded by the City.

NON-CONSTRUCTION COSTS

1. Calculation of Right-of-Way Costs:

- A. Those parcels which have not dedicated needed right-of-way are being appraised. Owners will be paid the appraised value of the needed right-of-way. These properties will be

assessed the appraised value of the land needed plus related right-of-way acquisition costs. The latter costs include appraisal cost and property agent fees, both of which are assessed equally to each of the parcels in question.

- B. Right-of-way contingency and legal costs are assessed directly to those parcels which incur these costs. Real Estate staff time and closing costs are assessed to each parcel in the district from which right-of-way is needed based on its pro-rata share of the total construction cost.
- C. Appraised value of severance damages and sunk appraisal costs for Brighton Avenue parcels (from which R.O.W. is no longer needed) are assessed to all property owners on an area basis because all parcels in the district derive a benefit from the proposed construction improvements.
- D. Sewer easement costs are assessed on an area basis to all parcels benefitting from sewer construction work.

2. Construction Contingency and Incidentals:

This item includes construction contingency costs and construction incidentals, such as construction staking and inspection, and engineering. These costs are assessed to each parcel in proportion to the total construction dollars assessed to each parcel.

3. State Imbalance:

Should the State's contribution of \$480,000 be less than its would-be assessment, the difference will be assessed to all non-state-owned parcels in the district on an area basis.

4. Bond Counsel Fee:

Costs for the bond counsel fee are assessed to each parcel in proportion to the total construction and right-of-way acquisition dollars assessed to that parcel.

5. Bond Discount and Special Reserve Account:

This item includes bond discount and special reserve costs. These costs are assessed to each parcel in proportion to the total cash assessment for each parcel. No assessment for this item will be made for parcels paying cash within the 30-day cash payment period.

KW:mb
KW2-01.IED
08.2990.2

Attachments

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
NAMES AND ADDRESSES OF PROPERTY OWNERS

1,4 Seiko, Ronnie & Tommy Tateishi, and Mary Ann Tateishi-Nakashima 7500 Brighton Avenue Sacramento, CA 95826	11 William J. Pesce, II 705 Dunbarton Circle Sacramento, CA 95825
2 John N. Wisner 7430 Brighton Avenue Sacramento, CA 95826	12 V. Petta 1412 Oregon Drive Sacramento, CA 95822
3 Robert L. and Rosemary Hart 2945 Ramona Avenue, #7 Sacramento, CA 95826	13,14 Clifford A. & Cynthia Brown 1411 Los Molinos Way Sacramento, CA 95825
5 Sacramento Regional Transit District 703 B Street Marysville, CA 95901	15A,15B Northern California Youth Authority 3001 Ramona Avenue Sacramento, CA 95826
5 Sacramento Regional Transit District, c/o Jeff Gualco 2811 O Street Sacramento, CA 95816	16,17,20 State of California 4241 Williamsborough, Ste. 17 Sacramento, CA 95823
6,7 William C. & Sally K. Casselman 1728 Potrero Way Sacramento, CA 95822	18 John N. Wisner 205 Miranda Drive Aptos, CA 95003
8 Robert A. & Victoria R. Walker 9860 Sheldon Road Elk Grove, CA 95624	19 Johnny L. Trejo 2870 32nd Avenue Sacramento, CA 95818
9 Fernando and Eva R. Marsalla 2867 Heinz Street Sacramento, CA 95826	21,22 American Industries, Inc. 4033 N.W. Yeon Avenue Portland, OR 97210
10 Elaine and William J. Pesce, II 705 Dunbarton Circle Sacramento, CA 95825	

EXHIBIT E

21,22

American Steel, a Div. of
American Industries, Inc.
3000 Power Inn Road
P.O. Box 26085
Sacramento, CA 95826
Attn: Ed Andersen, Gen. Mgr.

23,24

Edelmayer & Haberman,
a Partnership
3030 Power Inn Road
Sacramento, CA 95826

25

Henry and Matilda Greule
5833 - 20th Avenue
Sacramento, CA 95820

26,27

Rustic Brick Manufacturing
Company, Incorporated
3150 Power Inn Road
Sacramento, CA 95826

28,29

Kenneth A. Williams, Jr. &
Billy Jack Corsby
7915 Cucamonga Avenue
Sacramento, CA 95826

30

Dorothy Herrera
1205 Greenhills Road
Sacramento, CA 95864

31

Robert & Carlene Soper
7717 Cucamonga Avenue
Sacramento, CA 95826

32,33,34,62,63

Geremia Brothers, a General
Partnership
1327 - 65th Street
Sacramento, CA 95819

35,36,49

Lukenbill Enterprises
3600 Power Inn Road
Sacramento, CA 95826

37

Kenneth A. Williams, Jr.
7915 Cucamonga Avenue
Sacramento, CA 95826

38

Rena C. & Michael C. Cozzitorto
7219 Pinegrove Way
Folsom, CA 95630

39

Laurelwood Investors
7916 Alta Vista Lane, #250
Citrus Heights, CA 95610-7948

40

Bechtel Investments, Inc.
c/o W. R. Mattson
P.O. Box 3965
San Francisco, CA 94119

41

Western Ku-Mac Corporation
3300 Power Inn Road
Sacramento, CA 95826

42

Stein Electric Company, a
California Corporation
3881 Crondall Drive
Sacramento, CA 95864

43

Lewis A. & Jean L. Stein
3881 Crondall Drive
Sacramento, CA 95825

44,45,46,47,48

Simas Enterprises
3550 Power Inn Road
Sacramento, CA 95826

50,51

Sacramento Utilities Supply Co.
7832 Ramona Avenue
Sacramento, CA 95826

52,53,54,61

Kelbro Corporation, a California
Corporation
8952 Sutters Gold Drive
Sacramento, CA 95826

55,56

Henry and Lillian G. Keller
13116 Pellandini Road
Galt, CA 95632

57

David Keller
8952 Sutters Gold Drive
Sacramento, CA 95826

58,59,60

Margaret and William Cross, Jr.
3300 Ramona Avenue
Sacramento, CA 95826

64

Clark G. and Ann L. Sperry
1017 Harrington Way
Carmichael, CA 95608-6166

65

George & Gladys Snyder, Et Al
914 - 29th Street
Sacramento, CA 95816

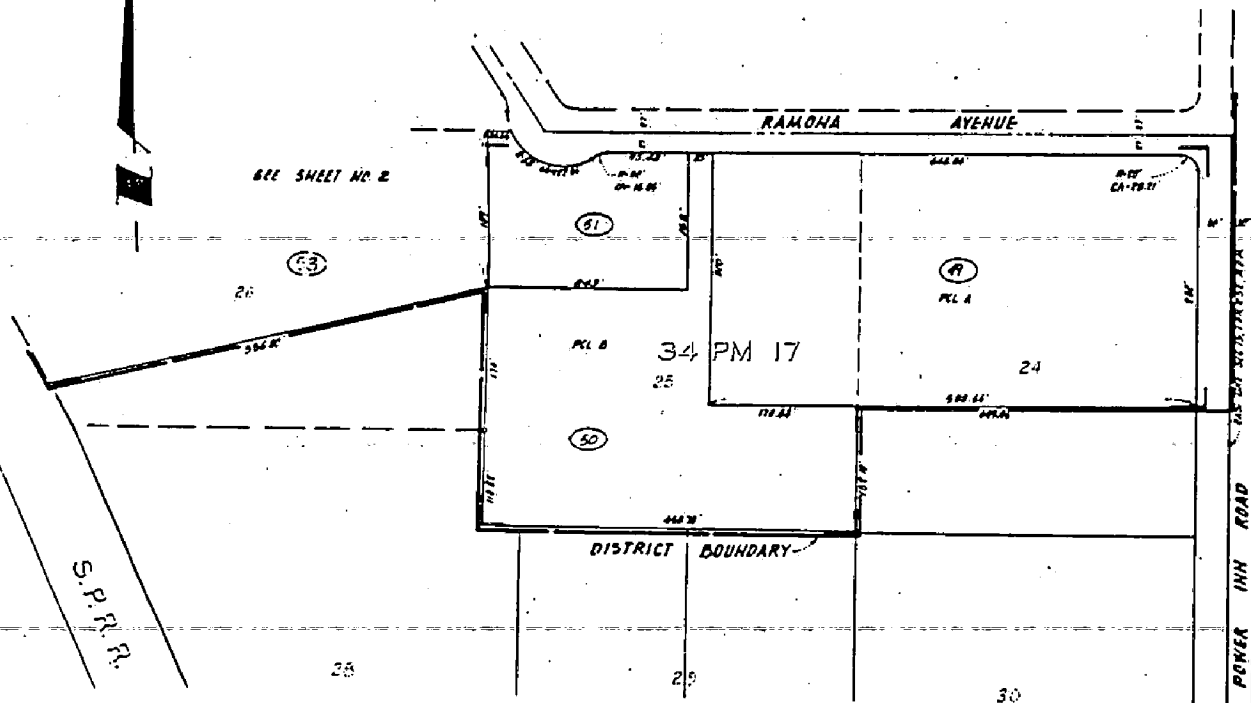
66,67,68,69

Maurice & Jacqueline Shaw
c/o Robert and Jeanette Powell
3610 American River Drive
Sacramento, CA 95825

ASSESSMENT DIAGRAM NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO 90-02

CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, CALIFORNIA
AUGUST, 1940 SCALE - 1" = 20'
MORTON & PITLLO, INC.

EXHIBIT F



LEGEND

- ASSESSMENT DISTRICT BOUNDARY
- ASSESSMENT PARCEL NUMBER
- SUBDIVISION LOT NUMBER
- PARCEL MAP OR SUBDIVISION DOCUMENT
- PARCEL NUMBER

NOTE

ALL DISTANCES ALONG CURVED LINES ARE
CHORD MEASUREMENTS.

T'S MAP FILING STATEMENT

D. IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SACRAMENTO STATE
CALIFORNIA, THIS DAY OF 1940

VALERIE BURMAN
CITY CLERK

SUPERINTENDENT OF STREETS RECORDING STATEMENT

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF
SACRAMENTO THIS DAY OF 1940

SUPERINTENDENT OF STREETS

T'S CERTIFICATE

ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO,
TY OF SACRAMENTO, STATE OF CALIFORNIA, ON THE LOTS, PIECES AND
ELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS
ED ON THE DAY OF 1940. SAID ASSESSMENT
RAN AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE
RINTENDENT OF STREETS OF THE CITY OF SACRAMENTO ON THE
OF 1940. REFERENCE IS MADE TO THE ASSESSMENT ROLL
ROD IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT
NT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON
ASSESSMENT DIAGRAM.

VALERIE BURMAN
CITY CLERK

COUNTY RECORDER'S FILING STATEMENT

FILED THIS DAY OF 1940 AT THE HOUR OF
O'CLOCK P.M. IN BOOK OF MAPS OF ASSESSMENT
DISTRICTS AND COMMUNITY FACILITATED DISTRICTS AT PAGE IN THE
OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF
CALIFORNIA.

COUNTY RECORDER OF THE
COUNTY OF SACRAMENTO, CALIFORNIA

SEE SHEET NO. 4

SEE SHEET NO. 3

RAMONA VILLA

CUCAMONGA AVENUE

AVENUE

15 PM 43

14 PM 27

22 PM 30

S. P. R. R.

SCALE 1"=100'

DISTANCES ALONG CURVES
AS ARE CORRECTIONS

ASSESSMENT DISTRICT BOUNDARY
ASSESSMENT PARCEL NUMBER
SUBDIVISION LOT NUMBER
PARCEL MAP OR SUBDIVISION BOUNDARY
PARCEL NUMBER

ASSESSMENT DIAGRAM
NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT NO. 90-02

CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, CALIFORNIA

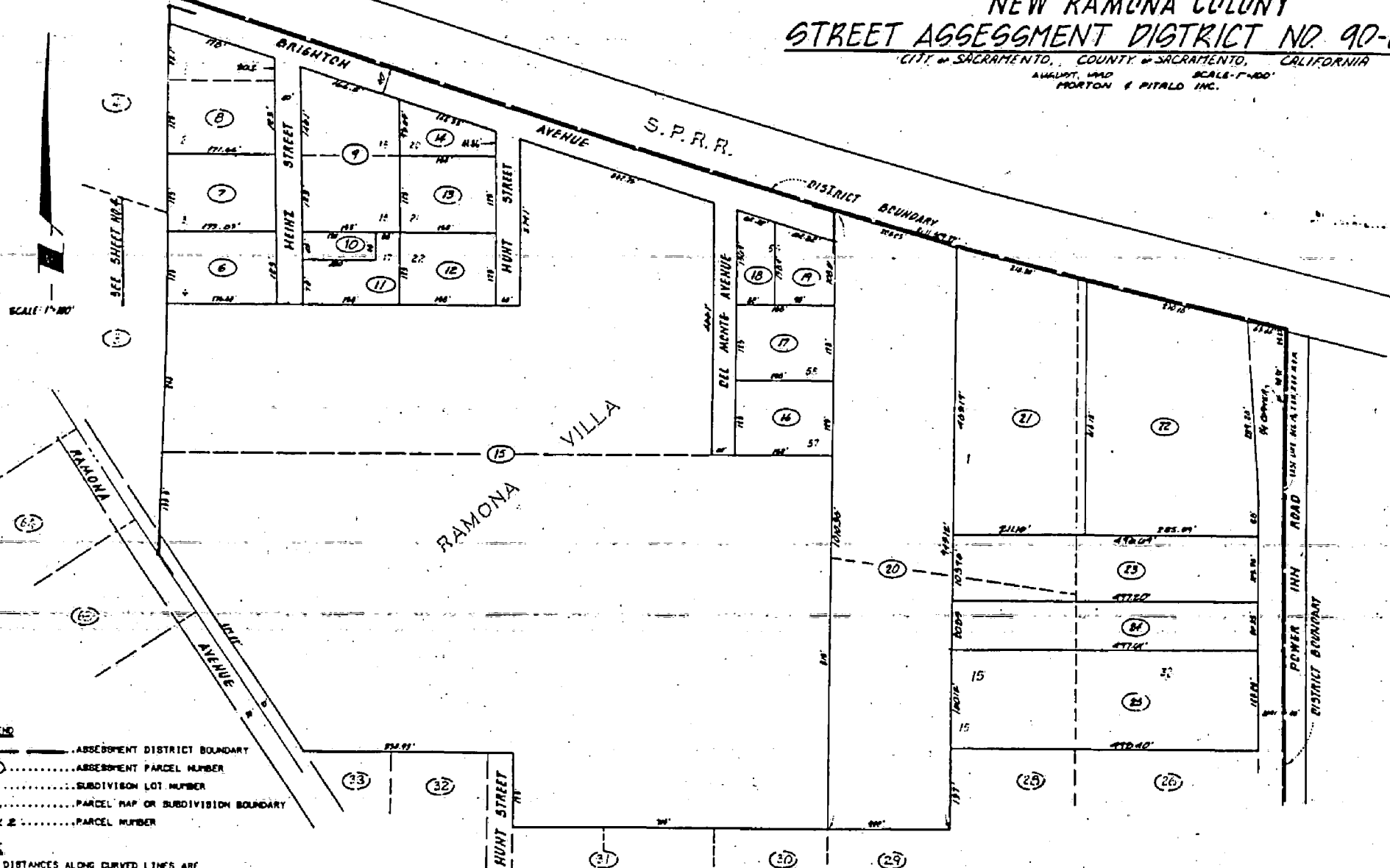
ALUMINUM, 1970 SCALE 1"=100'

MORTON & PITALO, INC.

SHEET 2 OF 4 SHEETS

200174

ASSESSMENT DIAGRAM
NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT NO. 90-02
 CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, CALIFORNIA
 ANALYST AND SCALE: 1"=100'
 MORTON & PITLAD INC.

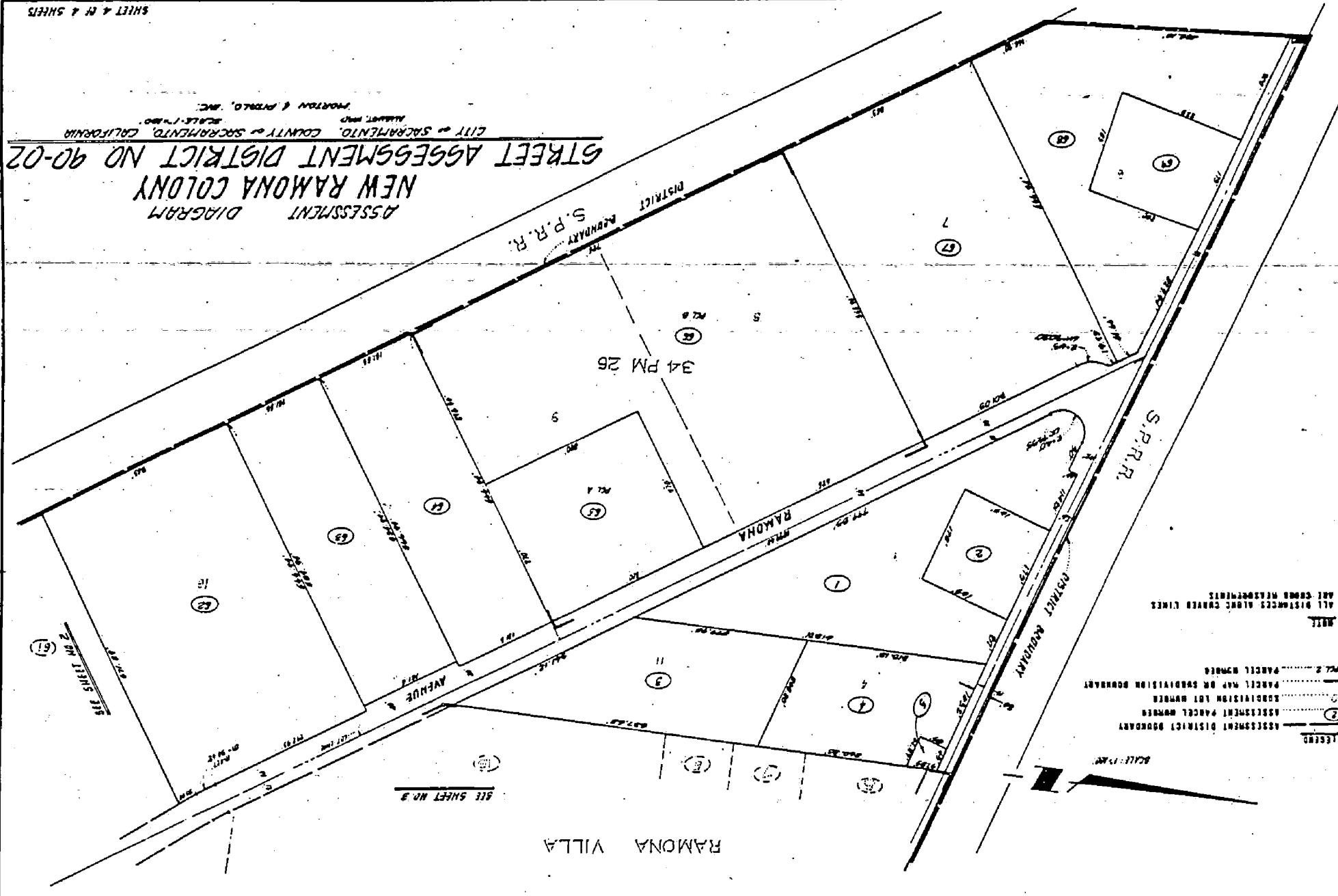


SEE SHEET NO. 2

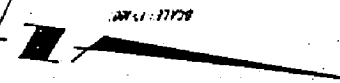
SHEET 3 OF 4 SHEETS

DD0174

ASSESSMENT DIAGRAM
 NEW RAMONA COLONY
 STREET ASSESSMENT DISTRICT NO 90-02
 CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, CALIFORNIA
 ALBERT, INC.
 MORTON & PIERCE, INC.
 SHEET 4 OF 4 SHEETS
 000174



LEGEND
 ① ASSESSMENT DISTRICT BOUNDARY
 ② ASSESSMENT PARCEL NUMBER
 ③ SUBDIVISION LOT NUMBER
 ④ PARCEL MAP OR SUBDIVISION BOUNDARY
 ⑤ PARCEL NUMBER
 ⑥ ALL DISTANCES ALONG CHAINED LINES
 ⑦ ALL CORNER MEASUREMENTS



RAMONA VILLA

SEE SHEET NO. 3

SEE SHEET NO. 2

EXHIBIT G

A description of easement and right-of-way acquisitions.

Revised May 22, 1990
88-0174



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0242-01
Assessment District Number: 1
Legal Owner: Seiko Tateishi, Ronnie M. Tateishi,
Tommy H. Tateishi and Mary Ann Tateishi

DESCRIPTION

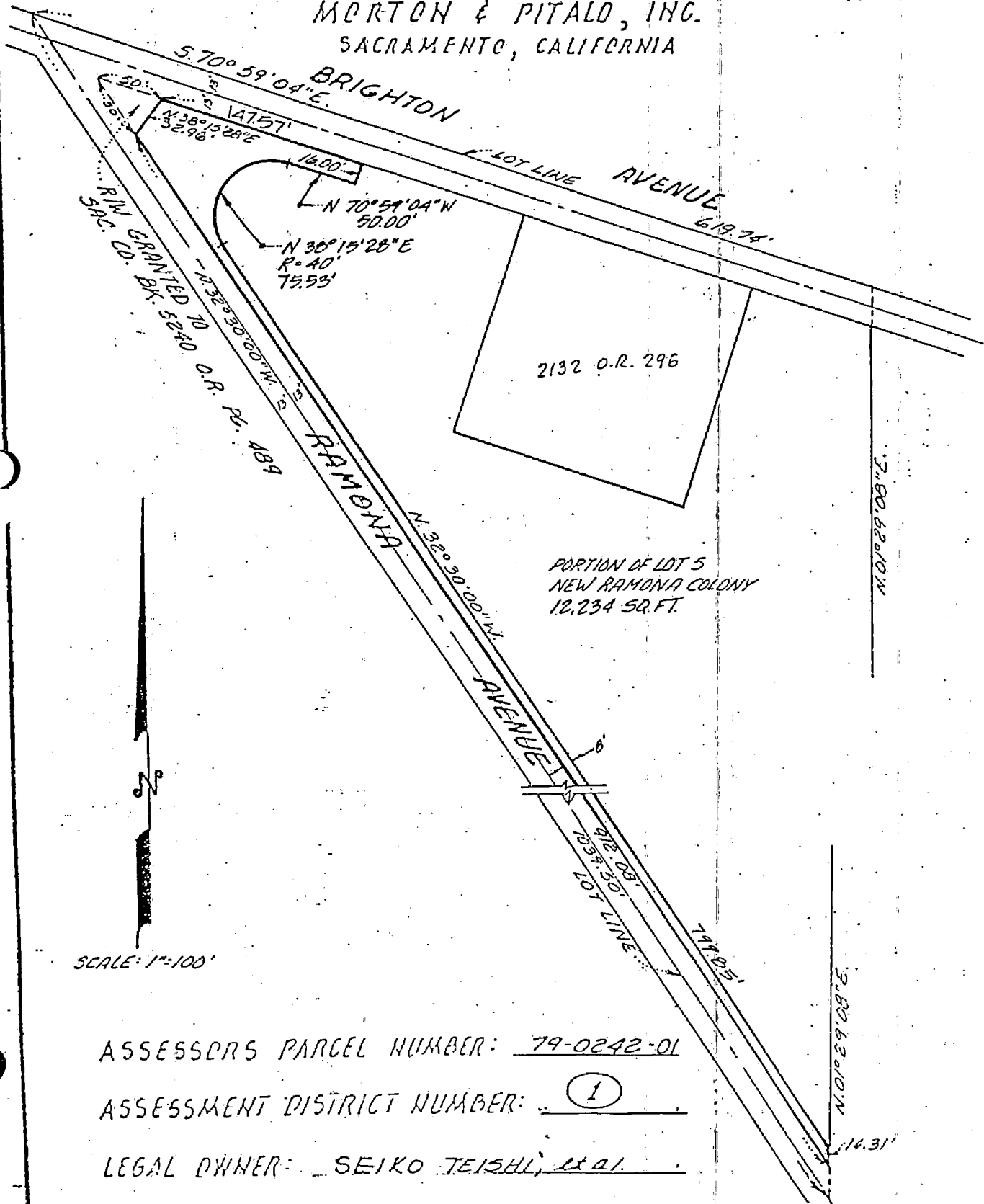
All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Lot 5, as said lot is shown on the Official Plat of New Ramona Colony, filed in the Office of the Recorder of Sacramento County, January 9, 1888, in Book 2 of Maps, Map No. 8, described as follows:

BEGINNING at the intersection of the Northeasterly right-of-way line of Ramona Avenue, a public street 26.00 feet in width, with the Easterly line of said Lot 5, as said lot and avenue are shown on said plat of New Ramona Colony; thence, from said point of beginning, along said Northeasterly right-of-way of Ramona Avenue, North $32^{\circ}30'00''$ West 912.08 feet, to the most Southerly corner of that certain right-of-way granted to the County of Sacramento by deed recorded in Book 5240, Page 489, Official Records of Sacramento County; thence, along the Southeasterly line of said right-of-way deed, North $38^{\circ}15'28''$ East 32.96 feet to a point in the Southerly line of Brighton Avenue, a public street 26.00 feet in width, as shown on said plat of New Ramona Colony; thence, along said Southerly right-of-way line, South $70^{\circ}59'04''$ East 147.57 feet; thence, South $19^{\circ}00'56''$ West 16.00 feet; thence, parallel with and distant 16.00 feet Southerly, measured at right angles from said Southerly right-of-way line of Brighton Avenue, North $70^{\circ}59'04''$ West 50.00 feet; thence, Southwesterly along the arc of a tangent curve to the left, concave Southeasterly, having a radius of 40.00 feet and being subtended by a chord bearing South $38^{\circ}15'28''$ West 75.53 feet; thence, parallel with and distant 8.00 feet Northeasterly, measured at right angles from aforesaid Northeasterly right-of-way line of Ramona Avenue, South $32^{\circ}30'00''$ East 799.85 feet to a point in the aforesaid Easterly line of Lot 5; thence, along said Easterly line, South $01^{\circ}29'08''$ West 14.31 feet to the point of beginning; containing 12,234 square feet, more or less.

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA



Revised
February 27, 1990
88-0174



NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT

MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

Assessor's Parcel Number: 79-0270-07
Assessment District Number: 26
Legal Owner: Rustic Brick Manufacturing Co., Inc.

DESCRIPTION

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Lot 32 as said lot is shown and so designated on the Plat of "New Ramona Colony" filed in the Office of the County Recorder of Sacramento County on January 9, 1888, in Book 2 of Maps, Map No. 8, described as follows:

Parcel 1

BEGINNING at a point on the West line of said Lot 32 which bears North $01^{\circ}03'50''$ East 13.00 feet from the Southwesterly corner of said Lot 32, said point being on the Northerly right-of-way line of Cucamonga Avenue; thence, from said point of beginning, along said Northerly right-of-way line, South $88^{\circ}56'10''$ East 50.00 feet; thence, North $01^{\circ}03'50''$ East 15.00 feet; thence, parallel with said Northerly right-of-way line, North $88^{\circ}56'10''$ West 50.00 feet to a point on said West line of Lot 32; thence, along said West line, South $01^{\circ}03'50''$ West 15.00 feet to the point of beginning. Containing 750 square feet, more or less.

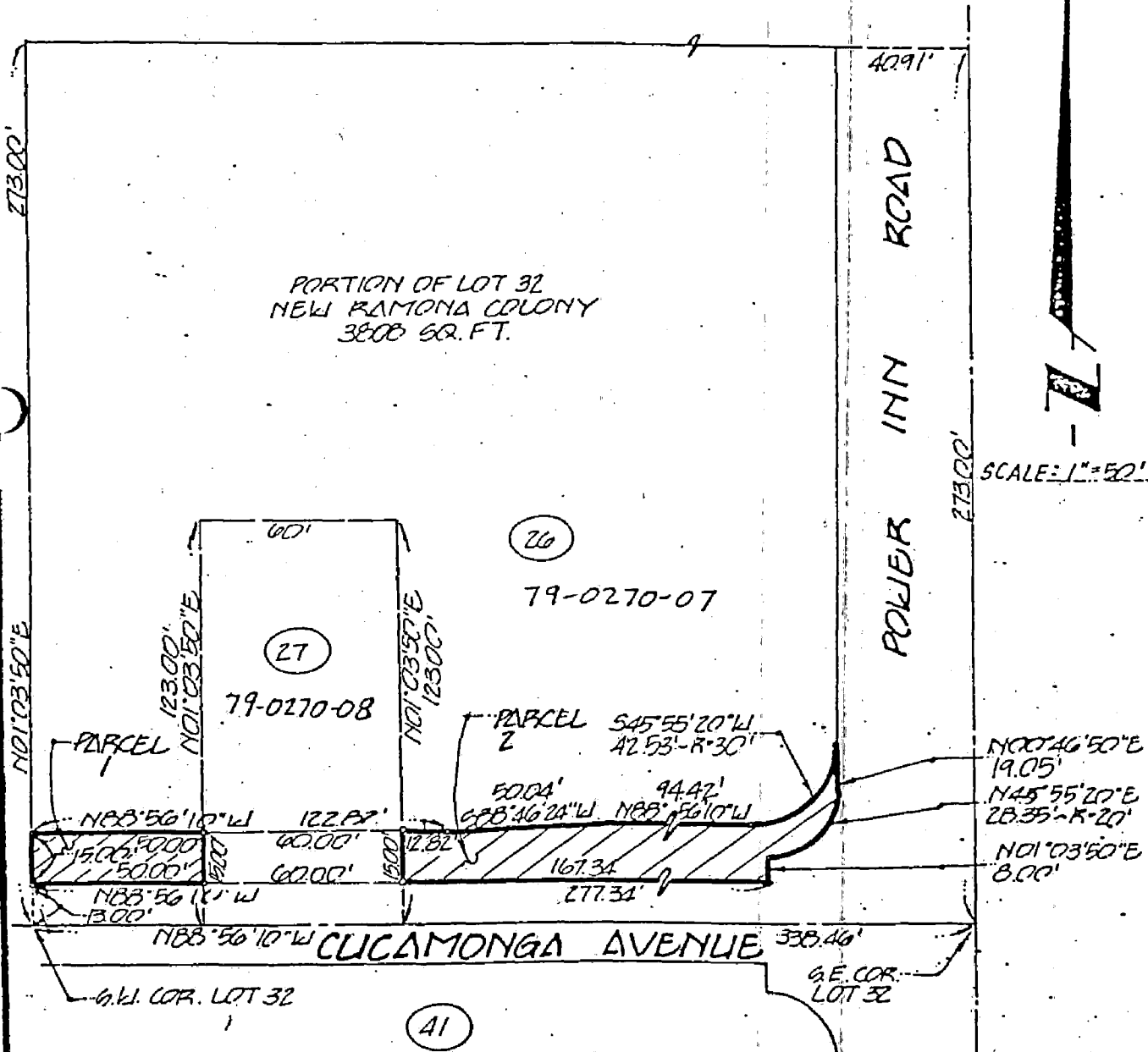
Parcel 2

BEGINNING at a point on the Northerly right-of-way line of Cucamonga Avenue which bears North $01^{\circ}03'50''$ East 13.00 feet along the West line of said Lot 32 and South $88^{\circ}56'10''$ East 110.00 feet along said Northerly right-of-way line of Cucamonga Avenue from the Southwesterly corner of said Lot 32; thence, from said point of beginning, along said Northerly right-of-way line, South $88^{\circ}56'10''$ East 167.34 feet to the Southwesterly corner of that certain Right-of-Way Deed recorded in Book 68-01-25, Page 112, Official Records of Sacramento County; thence, along the Westerly line of said Right-of-Way Deed the following three (3) courses: (1) North $01^{\circ}03'50''$ East 8.00 feet; (2) Northeasterly along the arc of a curve to the left, concave Northwesterly, having a radius of 20.00 feet and being subtended by a chord bearing North $45^{\circ}55'20''$ East 28.35 feet; and (3) North $00^{\circ}46'50''$ East 19.05 feet to a point of cusp; thence, Southwesterly along the arc of a tangent curve to the right, concave Northwesterly, having a radius of 30.00 feet and being subtended by a chord bearing South $45^{\circ}55'20''$ West 42.53 feet; thence, parallel with said Northerly right-of-way line of Cucamonga Avenue, North $88^{\circ}56'10''$ West 94.42 feet; thence, South $88^{\circ}46'24''$ West 50.04 feet; thence, parallel with said Northerly right-of-way line of Cucamonga Avenue, North $88^{\circ}56'10''$ West 12.82 feet; thence, South $01^{\circ}03'50''$ West 15.00 feet to the point of beginning. Containing 3058 square feet, more or less.

NEW RAMONA COLONY

STREET ASSESSMENT DISTRICT

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA



ASSESSOR'S PARCEL NUMBER: 79-0270-07

ASSESSMENT DISTRICT NUMBER: 26

LEGAL OWNER: RUSTIC BRICK MFG. CO. INC.

REvised 2-27-90

780013



Revised
March 21, 1989
88-0174

MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0270-08
Assessment District Number: 27
Legal Owner: Rustic Brick Manufacturing Co., Inc.

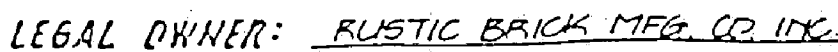
DESCRIPTION

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Lot 32 as said lot is shown and so designated on the Plat of "New Ramona Colony" filed in the Office of the County Recorder of Sacramento County on January 9, 1888, in Book 2 of Maps, Map No. 8, described as follows:

BEGINNING at a point on the Northerly right-of-way line of Cucamonga Avenue which bears North $01^{\circ}03'50''$ East 13.00 feet along the West line of said Lot 32 and South $88^{\circ}56'10''$ East 50.00 feet along said Northerly right-of-way line of Cucamonga Avenue from the Southwesterly corner of said Lot 32; thence, from said point of beginning, along said Northerly right-of-way line, South $88^{\circ}56'10''$ East 60.00 feet; thence, North $01^{\circ}03'50''$ East 15.00 feet; thence, parallel with said Northerly right-of-way line, South $88^{\circ}56'10''$ West 60.00 feet; thence, South $01^{\circ}03'50''$ West 15.00 feet to the point of beginning. Containing 900 square feet, more or less.

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA





MORTON & PITALO, INC.

Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

Revised May 21, 1990
88-0174

**NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT**

Assessor's Parcel Number: 79-0270-09
Assessment District Number: 28
Legal Owner: Kenneth A. Williams, Jr. and Billy Jack Corsby

DESCRIPTION

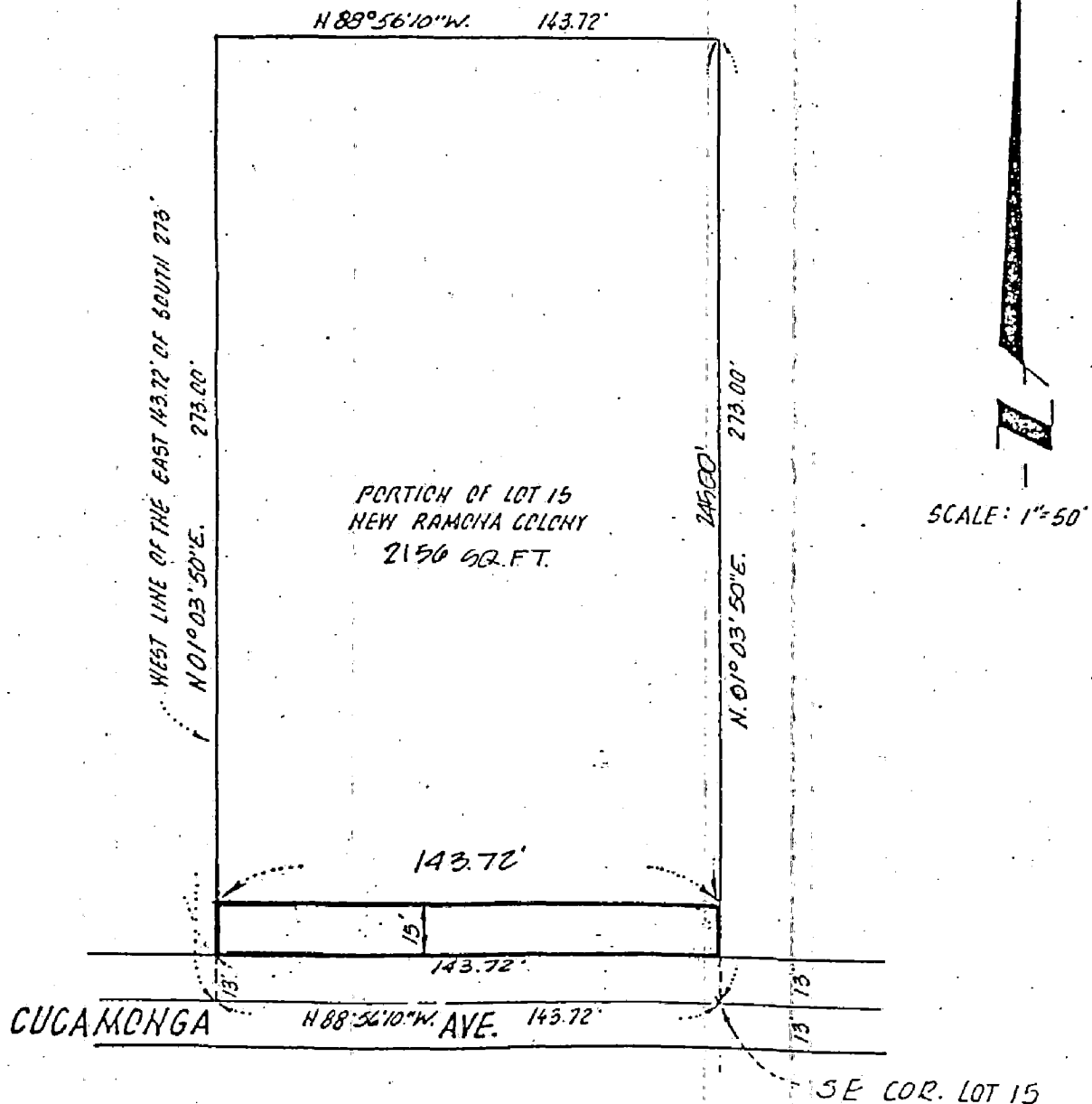
All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

The North 15.00 feet of the South 28.00 feet of the East 143.72 feet of the South 273.00 feet of Lot 15 as said lot is shown on the Official Plat of New Ramona Colony filed in the Office of the Recorder of Sacramento County in Book 2 of Maps, Map No. 8, on January 9, 1888, described as follows:

Containing 2156 square feet, more or less.

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA



ASSESSOR'S PARCEL NUMBER: 79-0270-09

ASSESSMENT DISTRICT NUMBER: (28)

LEGAL OWNER: KENNETH A. WILLIAMS, JR. & BILLY JACK CORSEY



Revised May 21, 1990
88-0174

MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

**NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT**

Assessor's Parcel Number: 79-0270-10
Assessment District Number: 29
Legal Owner: Kenneth A. Williams, Jr. and Billy Jack Corsby

DESCRIPTION

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

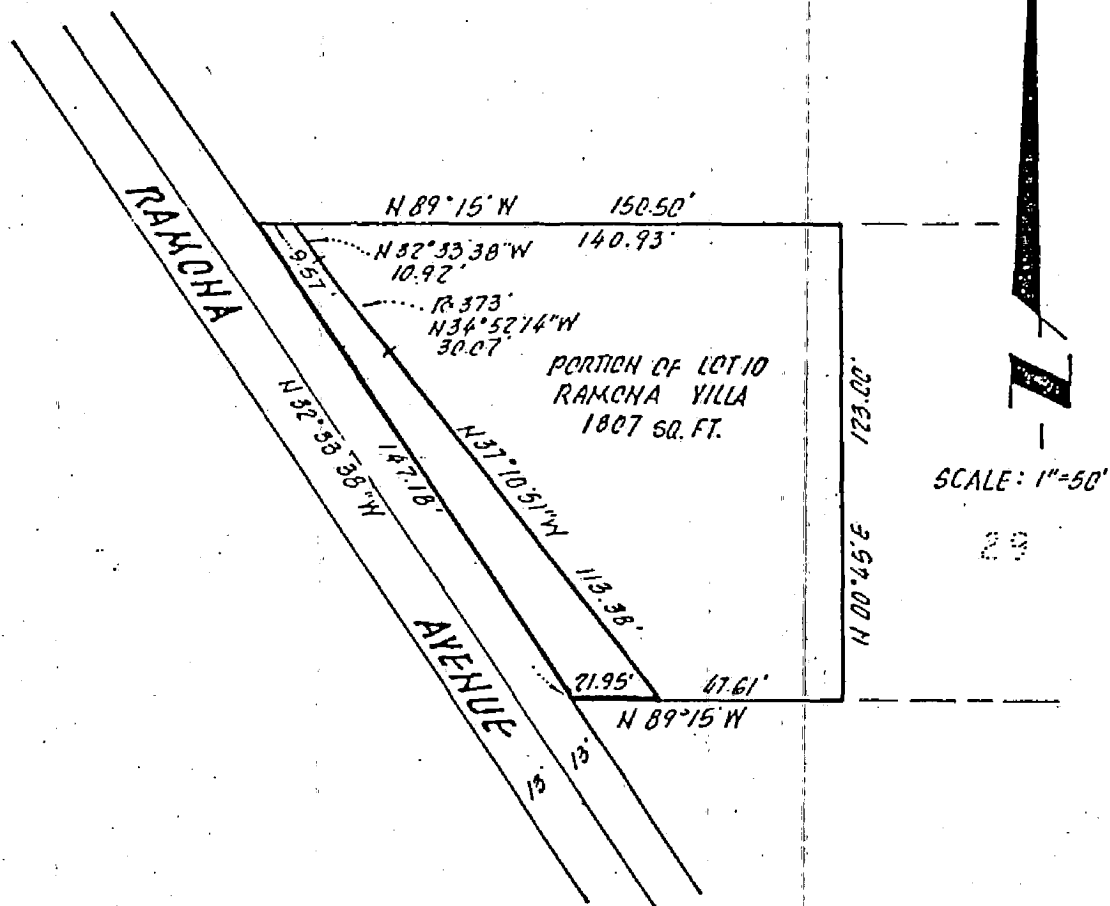
All that portion of Lot 15 as said lot is shown and so designated on the Official Plat of New Ramona Colony filed in the Office of the Recorder of Sacramento County in Book 2 of Maps, Map No. 8, on January 9, 1888, described as follows:

BEGINNING at a point on the Northerly line of Cucamonga Avenue, a public street 26.00 feet in width as shown on said Plat of New Ramona Colony, located North $01^{\circ}03'50''$ East 13.00 feet along the Westerly line of said Lot 15 and South $88^{\circ}56'10''$ East 10.63 feet from the Southwesterly corner of said Lot 15 as said corner is shown on that certain Record of Survey filed in Book 13 of Surveys, Page 10, Sacramento County Records; thence, from said point of beginning, along said Northerly line of Cucamonga Avenue, South $88^{\circ}56'10''$ East 247.86 feet to a point on the West line of the East 143.72 feet of said Lot 15; thence, along said West line, North $01^{\circ}03'50''$ East 15.00 feet; thence, parallel with the Northerly line of said Cucamonga Avenue, North $88^{\circ}56'10''$ West 68.49 feet; thence, Westerly along the arc of a tangent curve to the left, concave Southerly, having a radius of 329.00 feet and being subtended by a chord bearing South $88^{\circ}11'44''$ West 32.93 feet; thence, South $85^{\circ}19'38''$ West 120.00 feet; thence, Westerly along the arc of a tangent curve to the right, concave Northerly, having a radius of 271.00 feet and being subtended by a chord bearing South $88^{\circ}11'44''$ West 27.12 feet to the point of beginning.

Containing 2393 square feet, more or less.

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA



ASSESSOR'S PARCEL NUMBER: 79-0260-02

ASSESSMENT DISTRICT NUMBER: (33)

LEGAL OWNER: GEREMIA L. BROS., A GENERAL PARTNERSHIP



September 20, 1988
88-0174

MORTON & PITALO, INC.
Civil Engineering, Planning, Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca. 95816
916/454-9600

NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0260-04
Assessment District Number: 34
Legal Owner: Geremia Brothers, a General Partnership

DESCRIPTION

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Lots 10 and 30 as said lots are shown on the Official Plat of Ramona Villa, filed in the Office of the Recorder of Sacramento County, June 15, 1910, in Book 10 of Maps, Map No. 53, described as follows:

BEGINNING at the intersection of the Westerly prolongation of the Northerly line of said Lot 30 with the Northeasterly right-of-way line of Ramona Avenue, a public street 26.00 feet in width as shown on said Plat of Ramona Villa; thence, from said point of beginning, along said Westerly prolongation of the Northerly line of Lot 30, South 89°15'00" East 21.95 feet; thence, South 37°10'51" East 46.77 feet; thence, Southeasterly along the arc of a tangent curve to the right, concave Southwesterly, having a radius of 427.00 feet, subtended by a chord that bears South 34°52'12" East 34.42 feet; thence, parallel with aforesaid Northeasterly right-of-way of Ramona Avenue, South 32°33'38" East 69.55 feet to a point in the Northerly right-of-way line of Cucamonga Avenue, a public street 26.00 feet in width as shown on said Plat of Ramona Villa; thence, along said Northerly right-of-way line, North 89°15'00" West 19.63 feet to the Southeasterly corner of that certain right-of-way for public road and public utilities as described in that certain deed recorded in Book 680219, Page 360, Official Records of Sacramento County; thence, along the Easterly line of said right-of-way deed, North 48°01'30" West 26.61 feet to a point in aforesaid Northeasterly right-of-way line of Ramona Avenue; thence, along said Northeasterly right-of-way line, North 32°33'38" West 126.20 feet to the point of beginning; containing 3257 square feet, more or less.

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA

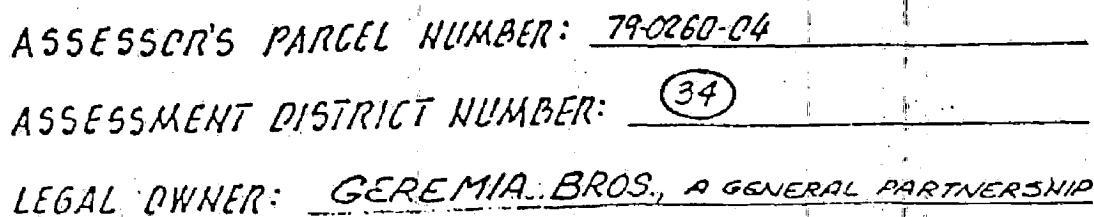


EXHIBIT "A"



August 24, 1988
88-0174

MORTON & PITALO, INC.
Civil Engineering, Planning, Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca. 95816
916/454-9600

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0282-03
Assessment District Number: 37
Legal Owner: Kenneth A. Williams, Jr.

DESCRIPTION

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

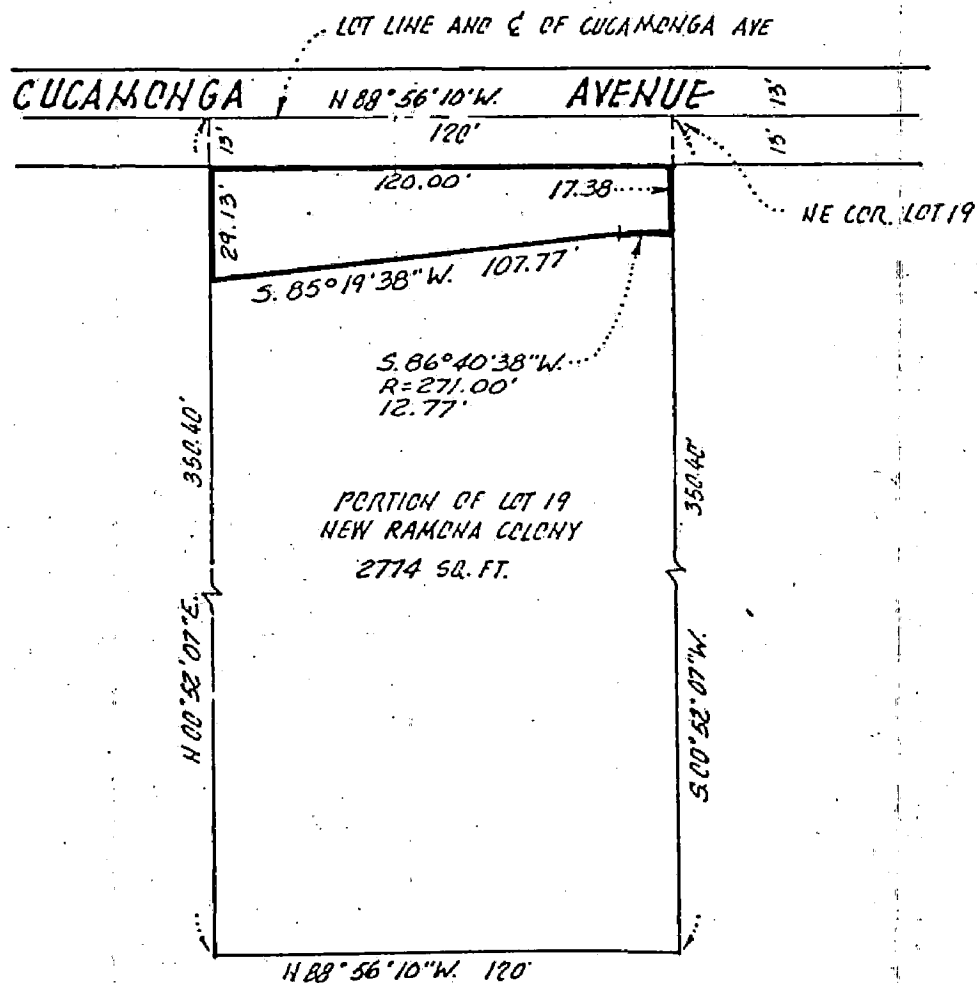
All that portion of the East 120.00 feet of Lot 19, as said lot is shown and so designated on Official Plat of "New Ramona Colony," filed in the Office of the Recorder of Sacramento County, January 9, 1888, in Book 2 of Maps, Map No. 8, described as follows:

BEGINNING at the intersection of the Easterly line of said Lot 19 and the Southerly line of Cucamonga Avenue, a public street 26.00 feet in width as shown on said Plat of New Ramona Colony; thence, from said point of beginning along the said Easterly line of said Lot 19, as said Easterly line is shown on that certain Record of Survey filed in Book 34 of Surveys, Page 29, Sacramento County Records, South 00°52'07" West 17.38 feet; thence, Westerly along the arc of a non-tangent curve to the left, concave Southerly, having a radius of 271.00 feet and being subtended by a chord bearing South 86°40'38" West 12.77 feet; thence, tangent to said curve South 85°19'38" West 107.77 feet to a point on the Westerly line of said East 120.00 feet of Lot 19; thence, along said Westerly line North 00°52'07" East 29.13 feet to a point on said Southerly line of Cucamonga Avenue; thence, along said Southerly line South 88°56'10" East 120.00 feet to the point of beginning; containing 2,774 square feet, more or less.

NEW RAMONA COLONY

STREET ASSESSMENT DISTRICT

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA



SCALE: 1"=50'

ASSESSOR'S PARCEL NUMBER: 79-0282-03

ASSESSMENT DISTRICT NUMBER: (37)

LEGAL OWNER: KENNETH A. WILLIAMS



September 1, 1988
88-0174

MORTON & PITALO, INC.
Civil Engineering, Planning, Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca. 95816
916/454-9600

NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0282-04
Assessment District Number: 41
Legal Owner: Western Ku-Mac Corp.

DESCRIPTION

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Lot 20 and 31 as said lots are shown on the Official Plat of "New Ramona Colony" filed in the Office of the Recorder of Sacramento County in Book 2 of Maps, Map No. 8 on January 9, 1888, described as follows:

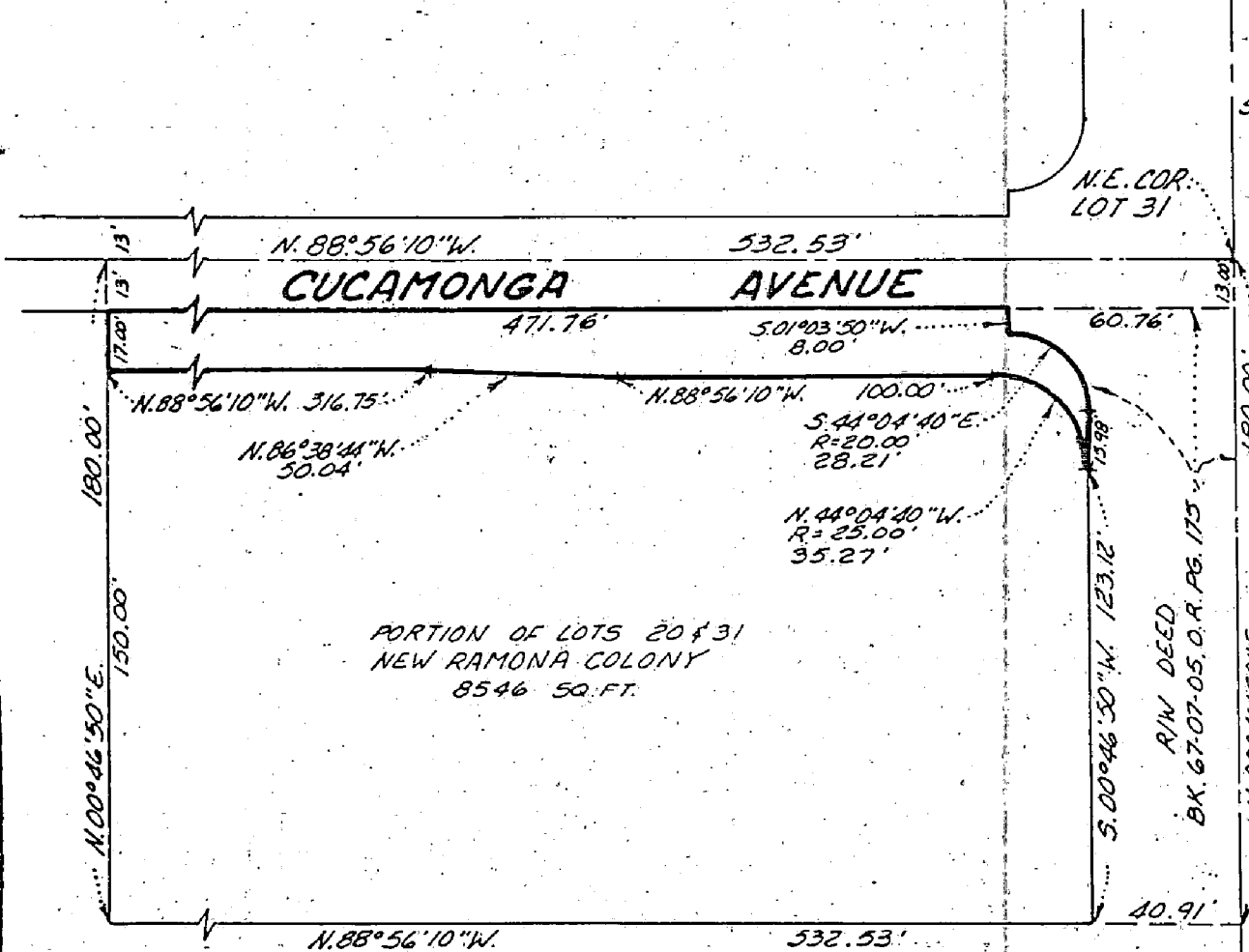
BEGINNING at a point in the Southerly right-of-way line of Cucamonga Avenue, a public street 26.00 feet in width as shown on said plat of "New Ramona Colony" distant the following two (2) courses from the Northeasterly corner of Lot 31 of said New Ramona Colony, as said corner is shown on that certain Record of Survey entitled "Lots 23 and 31 and portion Lot 20, New Ramona Colony," filed in the Office of the Recorder of Sacramento County in Book 13 of Surveys, Map No. 11 (1) along the centerline of said Cucamonga Avenue, North 88°56'10" West 532.53 feet and (2) parallel with the East line of Section 15, Township 8 North, Range 5 East, M.D.M., as said section line is shown on said Record of Survey, South 00°46'50" West 13.00 feet; thence, from said point of beginning, along said Southerly right-of-way line South 88°56'10" East 471.76 feet to the Northwestern corner of that certain right-of-way deed recorded in Book 67-07-05, Page 175, Official Records of Sacramento County; thence, along the Westerly line of said right-of-way deed the following three (3) courses: (1) South 01°03'50" West 8.00 feet, (2) Southeasterly along the arc of a curve to the right, concave Southwesterly, having a radius of 20.00 feet, subtended by a chord that bears South 44°04'40" East 28.21 feet, and (3) tangent to said curve South 00°46'50" West 15.98 feet to a point of cusp; thence, leaving said Westerly line of said right-of-way deed, Northwesterly along the arc of a tangent curve to the left, concave Southwesterly, having a radius of 25.00 feet, subtended by a chord that bears North 44°04'40" West 35.27 feet; thence, parallel with said Southerly right-of-way line of Cucamonga Avenue, North 88°56'10" West 100.00 feet; thence, North 86°38'44" West 50.04 feet; thence, parallel with said Southerly right-of-way line North 88°56'10" West 316.75 feet; thence, parallel with said East line of Section 15 North 00°46'50" East 17.00 feet to the point of beginning; containing 8546 square feet, more or less.

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA

SCALE: 1"=50'

POWER INN ROAD



ASSESSORS PARCEL NUMBER: 79-0282-04

ASSESSMENT DISTRICT NUMBER: 41

LEGAL OWNER: WESTERN KU-MAC CORP.



April 12, 1989
88-0174

MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0270-04
Assessment District Number: 23
Legal Owner: Edelmayer and Haberman, a Partnership

DESCRIPTION

Sewer Easement

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

The West 10.00 feet of the East 50.91 feet of that certain parcel of land designated Parcel 1 in the deed to Edelmayer and Haberman, a partnership recorded in Book 76-12-22, Page 357, Official Records of Sacramento County, said parcel being more particularly described as follows:

All that portion of a 14.805-acre tract of land shown on a Record of Survey of Lots 1 and 32 and portion of Lot 15, New Ramona Colony, filed February 6, 1958, in Book 13 of Surveys, Map No. 10, described as follows:

BEGINNING at the Southeast corner of a 5.373-acre tract of land described in a deed to California Steel Warehouse Incorporated, recorded May 27, 1958, in Book 3516 of Official Records, Page 328, which corner is located on the East line of Section 15, Township 8 North, Range 5 East, M.D.B.&M., South $00^{\circ}46'50''$ West 307.31 feet from the South line of Brighton Avenue shown on said Record of Survey; thence, along the South line of said 5.373-acre tract, North $89^{\circ}16'35''$ West 537.60 feet to a point located Easterly 200 feet from the West line of said 14.805-acre tract; thence, parallel to the West line of said 14.805-acre tract, South $01^{\circ}03'50''$ West 103.96 feet; thence, South $89^{\circ}16'35''$ East 538.11 feet to the East line of said Section 15; thence, North $00^{\circ}46'50''$ East 103.96 feet to the point of beginning.



MORTON & PITALO, INC.

CIVIL ENGINEERING
PLANNING SURVEYING

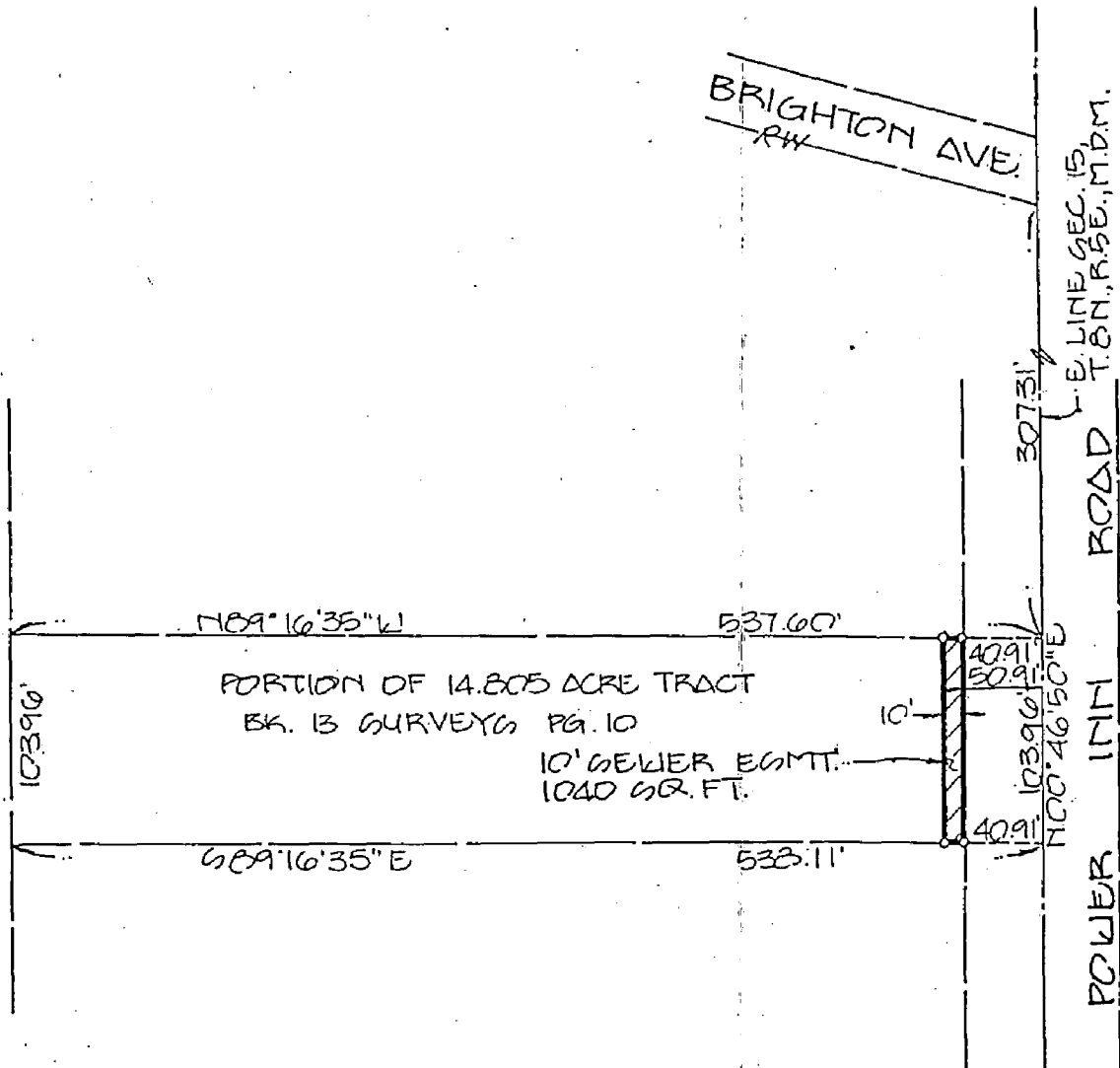
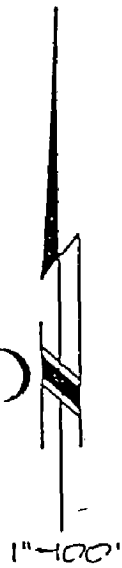
JOB NO. 880174

PROJECT NEW RAMONA COLONY STREET ADJUSTMENT DISTRICT

DESCRIPTION GUTTER EASEMENT

DATE APR. 1989

BY



ASSESSOR'S PARCEL NUMBER: 79-0270-04

ADJUSTMENT DISTRICT NUMBER: 23

LEGAL OWNER: EDELMAYER AND HABERMAN, A PARTNERSHIP



April 12, 1989
88-0174

MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0270-05
Assessment District Number: 24
Legal Owner: Edelmayer and Haberman, a Partnership

DESCRIPTION

Sewer Easement

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

The West 10.00 feet of the East 50.91 feet of that certain parcel of land designated Parcel 2 in the deed to Edelmayer and Haberman, a partnership recorded in Book 76-12-22, Page 357, Official Records of Sacramento County, said parcel being more particularly described as follows:

All that portion of a 14.805-acre tract of land shown on a Record of Survey of Lots 1 and 32 and portion of Lot 15, New Ramona Colony, according to the Official Plat thereof, filed in the Office of the Recorder of Sacramento County, California, on February 6, 1958, in Book 13 of Surveys, Map No. 10, described as follows:

BEGINNING at a point on the East line of Section 15, Township 8 North, Range 5 East, M.D.B.&M., located South $00^{\circ}46'50''$ West 411.27 feet from the South line of Brighton Avenue shown on said Record of Survey; thence, North $89^{\circ}16'35''$ West 538.11 feet to a point located Easterly 200 feet from the West line of said 14.805-acre tract; thence, parallel to the West line of said 14.805-acre tract, South $01^{\circ}03'50''$ West 80.85 feet; thence, South $89^{\circ}16'35''$ East 538.52 feet to the East line of said Section 15; thence, North $00^{\circ}46'50''$ East 80.85 feet to the point of beginning.



December 19, 1989
88-0174

MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

**NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT**

Assessor's Parcel Number: 79-0270-06
Assessment District Number: 25
Legal Owner: Henry J. Greule and Matilda M. Greule

DESCRIPTION

Sewer Easement

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of that certain parcel of land described in the deed to Henry J. Greule, et ux, recorded in Book 4644, at Page 791 Official Records of Sacramento County, being a portion of that certain 14.805-acre tract of land shown on that certain Record of Survey entitled "Lots 1 and 32 and a portion of Lot 15, New Ramona Colony," filed February 6, 1958, in Book 13 of Surveys, Map No. 10, Sacramento County Records described as follows:

A strip of land the uniform width of ten (10.00) feet the East line of which is described as follows:

BEGINNING at the intersection of the Southerly line of said Greule parcel of land and the Westerly line of Power Inn Road, said point being further described as being located the following two (2) courses from the intersection of the Southerly right-of-way line of Brighton Avenue (now abandoned) with the East line of Section 15, Township 8 North, Range 5 East, M.D.M.: (1) South $00^{\circ}46'50''$ West 655.44 feet along the East line of said Section 15, and (2) North $88^{\circ}56'10''$ West 40.91 feet; thence, from said point of beginning, along said Westerly line of Power Inn Road North $00^{\circ}46'50''$ East 163.08 feet to a point on the Southerly line of Parcel 2 described in the deed to Edelmayer and Haberman, a partnership, recorded in Book 761222, Page 357 Official Records of Sacramento County and the terminus of the strip of land described herein.



MORTON & PITALO, INC.

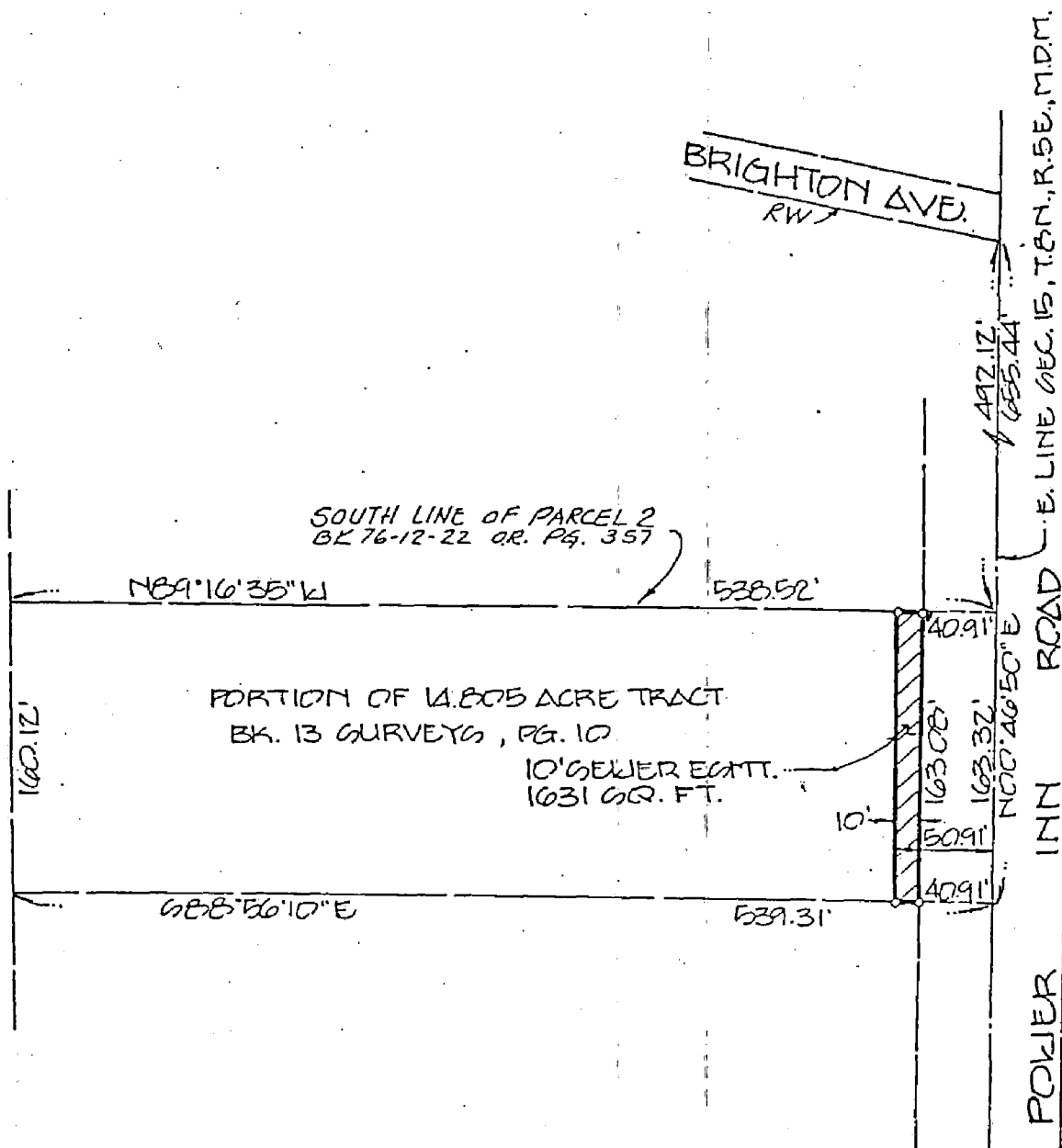
CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO. 880174

PROJECT NEW RAMONA COLONY STREET ADJACEMENT DIGIT

DESCRIPTION SEWER EASEMENT

DATE APRIL 1989 BY



ASSESSOR'S PARCEL NUMBER: 79-0270-06

ASSESSMENT DISTRICT NUMBER: (25)

LEGAL OWNER: HENRY J. GREULE & MATILDA M GREULE

December 19, 1989
88-0174



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

**NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT**

Assessor's Parcel Number: 79-0270-07
Assessment District Number: 26
Legal Owner: Rustic Brick Manufacturing Co., Inc.

DESCRIPTION

Sewer Easement

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

The West 10.00 feet of the East 50.91 feet of the North 243.00 feet of the following described parcel of land:

That portion of Lot 32 as shown on the plat of "New Ramona Colony," recorded in the office of the County Recorder of Sacramento County on January 9, 1888, in Book 2 of Maps, Map No. 8, described as follows:

BEGINNING at the Southeast corner of said Lot 32, (said Southeast corner being located at the intersection of the centerline of Cucamonga Avenue, a public road 26 feet in width, as shown on said plat, with the East line of Section 15, Township 8 North, Range 5 East, MDB&M); thence, from said point of beginning, along the South line of said Lot 32 and along the centerline of said Cucamonga Avenue, North 88°56'10" West 338.45 feet to the Southwest corner of said Lot 32; thence, along the West line of said Lot 32, North 01°03'50" East 273.00 feet; thence, parallel with the South line of said Lot 32, South 88°56'10" East 337.10 feet to the East line of said Section 15; thence, along the East line of said Section 15; South 00°46'50" West 273 feet more or less to the point of beginning, being a portion of that certain parcel of land shown on the "Record of Survey Lots 1 and 32 and portion of Lot 15, New Ramona Colony," recorded in the office of the County Recorder of Sacramento County, February 6, 1958, in Book 13 of Surveys, Map No. 10.



MORTON & PITALO, INC.

CIVIL ENGINEERING
PLANNING SURVEYING

JOB NO. 880174

PROJECT NEW RAMONA COLONY STREET ALIGNMENT DIST.

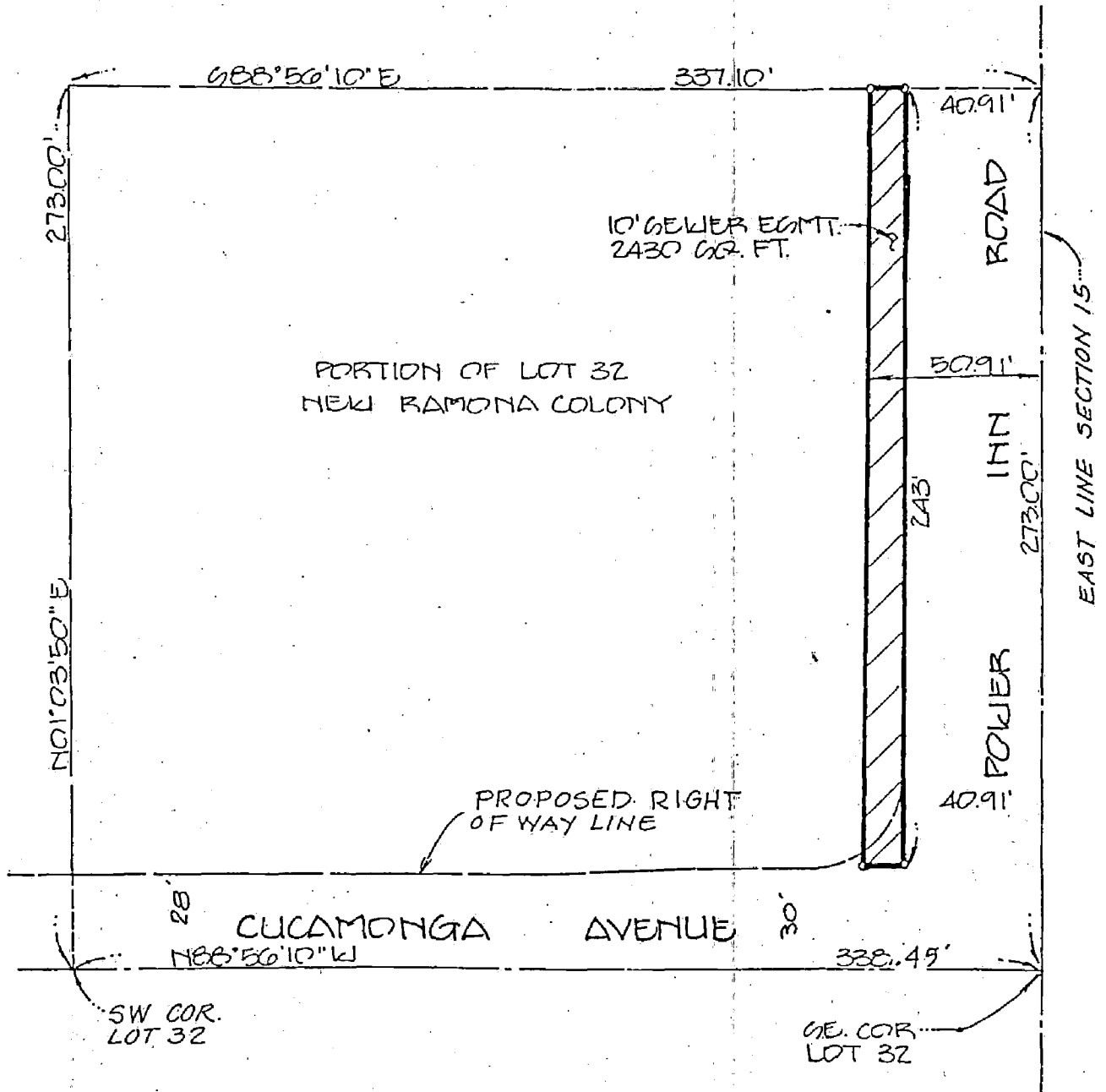
DESCRIPTION GEWER EASEMENT

DATE APR. 1989

BY



1"=50'



ADJACENTOR'S PARCEL NUMBER: 79-0270-07

ASSESSMENT DISTRICT NUMBER: (26)

LEGAL OWNER: RUSTIC BRICK MFG. CO. INC.



February 5, 1990
88-0174

MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0282-04
Assessment District Number: 41
Legal Owner: Western Ku-Mac Corp.

DESCRIPTION

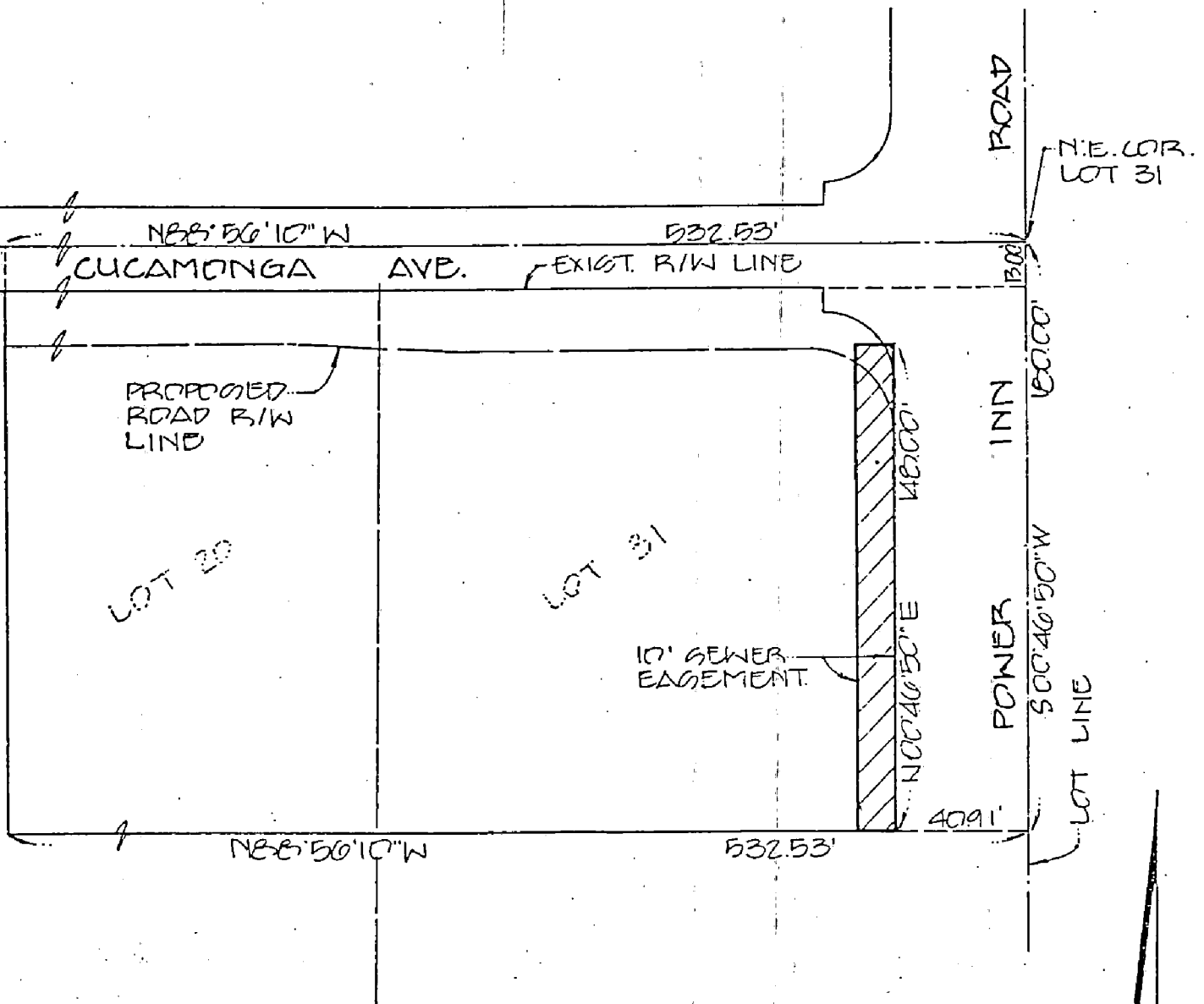
Sewer Easement

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

A portion of Lot 31 as said lot is shown and so designated on the Official Plat of "New Ramona Colony" filed in Book 2 of Maps, Map No. 8, Sacramento County Records, described as follows:

A strip of land the uniform width of ten (10.00) feet, the Easterly line of which is described as follows:

BEGINNING at the intersection of the Westerly right-of-way line of Power Inn Road the Southerly line of that certain parcel of land described in the deed to Western Ku-Mac Corporation recorded in Book 85-12-31, Page 3025, Official Records of Sacramento County, said intersection being located South 00°46'50" West 180.00 feet and North 88°56'10" West 40.91 feet from the Northeasterly corner of said Lot 31; thence, from said point of beginning, along said Westerly right-of-way line of Power Inn Road, North 00°46'50" East 148.00 feet to the terminus of the strip of land described herein.



AGGREGATOR'S PARCEL NO.: 79-0282-04
 AGGREGMENT DISTRICT NO.: 41
 LEGAL OWNER WESTERN KU-MAC. CORP.



MORTON & PITALO, INC.
 CIVIL ENGINEERING - PLANNING - SURVEYING

DATE JAN 1990 JOB NO: 880174

SCALE 1"=50' DRAWN/ENGR:

SHEET
 1 OF 1

EXHIBIT MAP
 SEWER EASEMENT
 NEW RAMONA COLONY
 STREET AGGREGMENT DISTRICT



February 5, 1990
88-0174

MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0282-14
Assessment District Number: 42
Legal Owner: Stein Electric Co., a California Corporation

DESCRIPTION

Sewer Easement

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

A portion of Lot 31 as said lot is shown and so designated on the Official Plat of "New Ramona Colony" filed in Book 2 of Maps, Map No. 8, Sacramento County Records, described as follows:

A strip of land the uniform width of ten (10.00) feet, the Easterly line of which is described as follows:

BEGINNING at the intersection of the Westerly right-of-way line of Power Inn Road and the Northerly line of that certain parcel of land described in deed to Stein Electric Company recorded in Book 71-08-17, Page 381, Official Records of Sacramento County, said intersection being located South 00°46'50" West 180.00 feet and North 88°56'10" West 40.91 feet from the Northeasterly corner of said Lot 31; thence, from said point of beginning, along said Westerly right-of-way line of Power Inn Road, South 00°46'50" West 120.00 feet to a point on the Southerly line of said Stein Electric Company parcel of land and the terminus of the strip of land described herein.

CUCAMONGA AVENUE

N.E. COR.
LOT 31

LOT 20

LOT 31

10' SEWER
EASEMENT

LOT LINE

ASSESSOR'S PARCEL NO.: 79-282-14
 ASSESSMENT DISTRICT NO.: (42)
 LEGAL OWNER: STEIN ELECTRIC CO.



MORTON & PITALO, INC.
 CIVIL ENGINEERING • PLANNING • SURVEYING

DATE JAN. 1997 JOB NO: 880174

SCALE: 1" = 6'

DRAWN/ENGR.

SHEET
1 OF 1

EXHIBIT MAP
 SEWER EASEMENT
 NEW RAMONA COLONY
 STREET ASSESSMENT DISTRICT



October 11, 1989
88-0174

MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

**NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT**

Assessor's Parcel Number: 79-0282-13
Assessment District Number: 43
Legal Owner: Lewis A. Stein and Jean L. Stein

DESCRIPTION

Sewer Easement

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

Portions of Lots 23 and 31 as said lots are shown and so designated on the Official Plat of "New Ramona Colony" filed in Book 2 of Maps, Map No. 8, Sacramento County Records, described as follows:

BEGINNING at a point on the Westerly right-of-way line of Power Inn Road which bears South 00°46'30" West 300.00 feet along the Easterly line of said Lot 31 and North 88°56'10" West 40.91 feet from the intersection of the centerline of Cucamonga Avenue and the Easterly line of said Lot 31; thence, from said point of beginning, along said Westerly right-of-way line of Power Inn Road, South 00°46'50" West 254.76 feet to a point on the Southerly line of that certain parcel of land shown on that certain Record of Survey filed in Book 39 of Surveys, Page 5, Sacramento County Records; thence, along said Southerly line, North 88°56'10" West 10.00 feet; thence, parallel with said Westerly right-of-way line of Power Inn Road, North 00°46'50" East 254.76 feet; thence, South 88°56'10" East 10.00 feet to the point of beginning.



MORTON & PITALO, INC.

CIVIL ENGINEERING
PLANNING SURVEYING

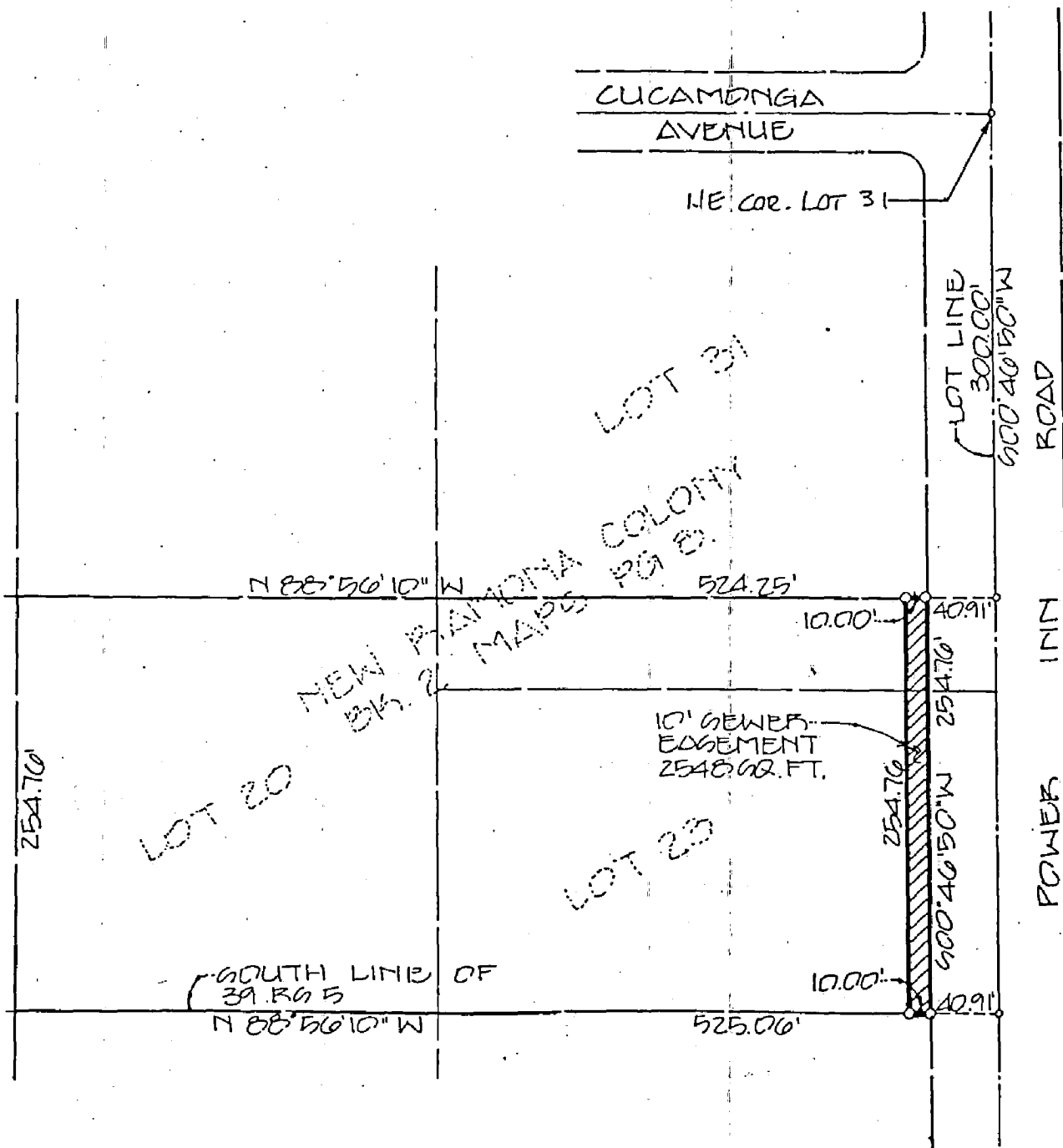
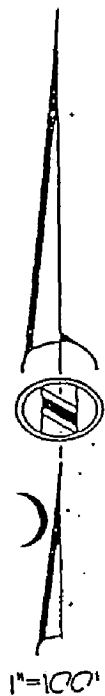
JOB NO. 880174

PROJECT NEW RAMONA COLONY STREET ASSIGNMENT DISTRICT

DESCRIPTION SEWER EASEMENT

DATE OCT. 1989

BY



AGGREGATOR'S PARCEL NUMBER: 79-0282-13

ASSIGNMENT DISTRICT NUMBER: (43)

LEGAL OWNER: LEWIS A. STEIN & JEAN L. STEIN

EXHIBIT "A"



August 9, 1988
88-0174

MORTON & PITALO, INC.
Civil Engineering, Planning, Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca: 95816
916/454-9600

NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0300-01
Assessment District Number: 51
Legal Owner: Sacramento Utilities Supply Company

DESCRIPTION

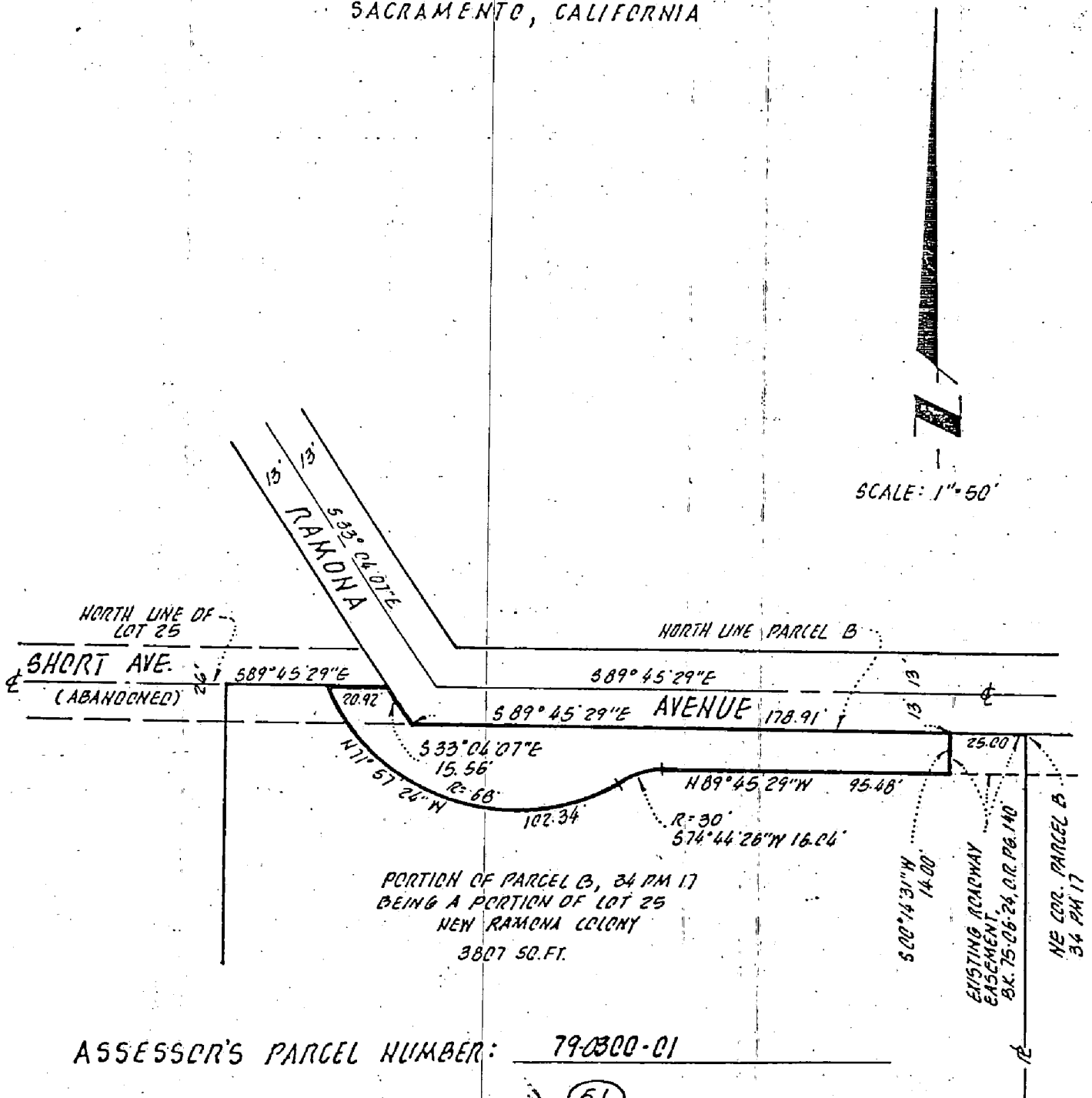
All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Lot 25 as said lot is shown on the Official Plat of New Ramona Colony, filed in the Office of the Recorder of Sacramento County in Book 2 of Maps, Map No. 8, on January 9, 1888, described as follows:

BEGINNING at a point in the Northerly line of Parcel B as said Parcel B is shown on that certain Parcel Map entitled "Lots 24, 28, 29, 30 and Portion of Lots 25 and 26, New Ramona Colony," filed in the Office of the Recorder of Sacramento County in Book 34 of Parcel Maps, Page 17, from which the Northeasterly corner of said Parcel B bears South $89^{\circ}45'29''$ East 25.00 feet; thence, from said point of beginning, South $00^{\circ}14'31''$ West 14.00 feet; thence, parallel with said Northerly line of Parcel B, North $89^{\circ}45'29''$ West 95.48 feet; thence, Southwesterly along the arc of a tangent curve to the left, concave Southeasterly, having a radius of 30.00 feet, subtended by a chord that bears South $74^{\circ}44'26''$ West 16.04 feet to a point of reverse curvature; thence, Northwesterly along the arc of a tangent curve to the right, concave Northeasterly, having a radius of 68.00 feet, subtended by a chord that bears North $71^{\circ}57'24''$ West 102.34 feet to a point in the Northerly line of aforesaid Lot 25, said Northerly line being the centerline of Short Avenue, formerly a public road 26.00 feet in width, now abandoned, as shown on aforesaid map of New Ramona Colony; thence, along said Northerly line of Lot 25 and along said centerline of Short Avenue, now abandoned, South $89^{\circ}45'29''$ East 20.92 feet to a point in the Westerly right-of-way line of Ramona Avenue, a public road 26.00 feet in width as shown on said map of New Ramona Colony; thence, along said Westerly right-of-way line of Ramona Avenue, South $33^{\circ}04'07''$ East 15.56 feet to a point in the Northerly line of aforesaid Parcel B; thence, along said Northerly line of Parcel B, South $89^{\circ}45'29''$ East 178.91 feet to the point of beginning; containing 3807 square feet, more or less.

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA



ASSESSOR'S PARCEL NUMBER: 79-0300-01

ASSESSMENT DISTRICT NUMBER: (51)

LEGAL OWNER: Sacramento Utilities Supply Company

EXHIBIT "A"



August 9, 1988
88-0174

MORTON & PITALO, INC.
Civil Engineering, Planning, Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca. 95816
916/454-9600

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0300-07
Assessment District Number: 52
Legal Owner: Kelbro Corporation, a California Corporation

DESCRIPTION

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

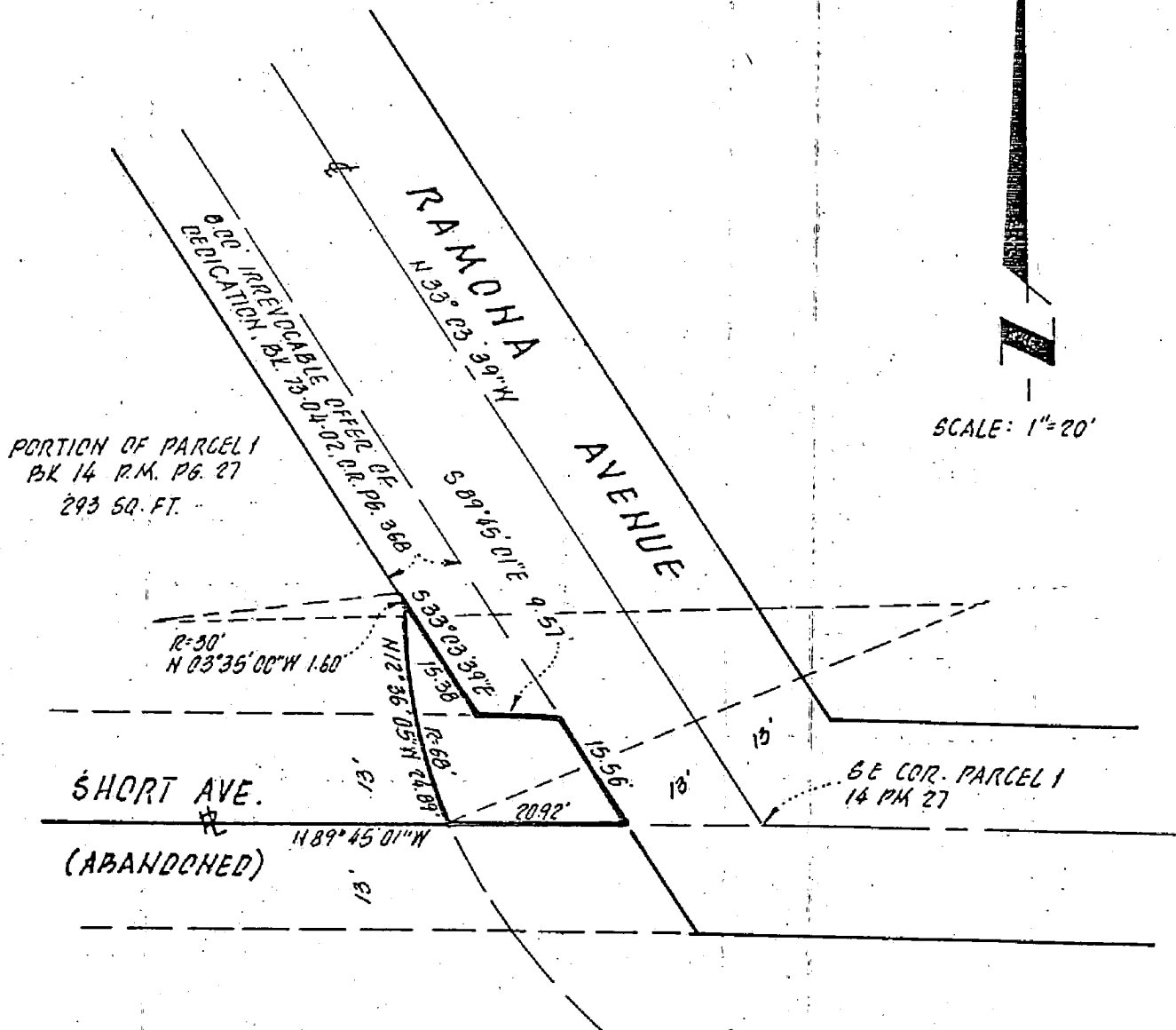
All that portion of Parcel 1 as said Parcel 1 is shown on that certain Parcel Map entitled "Portion Lots 22 & 27, New Ramona Colony," filed in the Office of the Recorder of Sacramento County in Book 14 of Parcel Maps, Page 27, described as follows:

BEGINNING at the intersection of the Southerly line of said Parcel 1, said Southerly line being the centerline of Short Avenue, formerly a public road 26.00 feet in width, now abandoned, with the Westerly right-of-way line of Ramona Avenue, a public road 26.00 feet in width, as said avenues are shown on said Parcel Map; thence, from said point of beginning, along said Southerly line of Parcel 1, North 89°45'01" West 20.92 feet; thence, Northwesterly along the arc of a curve to the right, concave Northeasterly, having a radius of 68.00 feet, subtended by a chord that bears North 12°36'05" West 24.89 feet to a point of reverse curvature; thence, Northwesterly along the arc of a tangent curve to the left, concave Westerly, having a radius of 30.00 feet, subtended by a chord that bears North 03°35'00" West 1.60 feet to a point in the Westerly line of that certain 8.00 foot wide Irrevocable Offer of Dedication as shown on said Parcel Map; thence, along said Westerly line, South 33°03'39" East 15.38 feet to a point in the Northerly right-of-way of said Short Avenue, now abandoned; thence, along said Northerly line, South 89°45'01" East 9.57 feet to a point in aforesaid Westerly right-of-way line of Ramona Avenue; thence, along said Westerly line, South 33°03'39" East 15.56 feet to the point of beginning; containing 293 square feet, more or less.

NEW RAMONA COLONY

STREET ASSESSMENT DISTRICT

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA



ASSESSOR'S PARCEL NUMBER: 79-0300-07

ASSESSMENT DISTRICT NUMBER: (52)

LEGAL OWNER: KELBRO CORPORATION, A CALIFORNIA CORP.

EXHIBIT "A"



August 9, 1988
88-0174

MORTON & PITALO, INC.
Civil Engineering, Planning, Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca. 95816
916/454-9600

NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0281-07
Assessment District Number: 56
Legal Owner: Henry Keller and Lillian G. Keller

DESCRIPTION

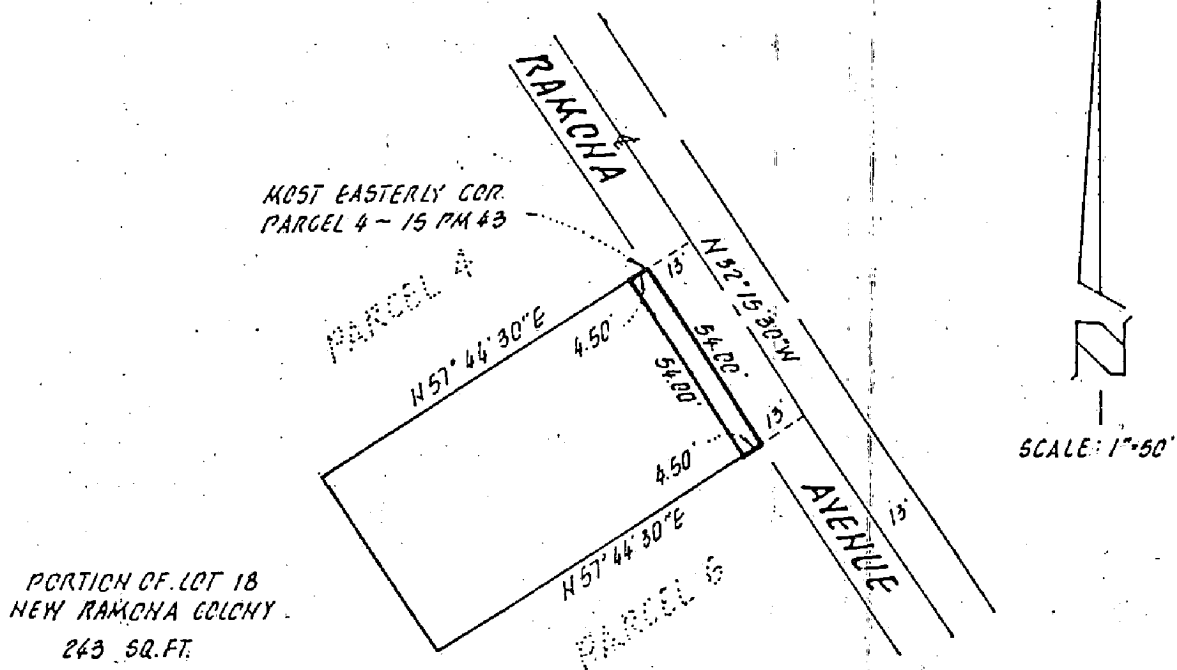
All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Lot 18 as said lot is shown on the Official Plat of New Ramona Colony, filed in the Office of the Recorder of Sacramento County in Book 2 of Maps, Map No. 8, on January 9, 1888, described as follows:

BEGINNING at the most Easterly corner of Parcel 4 as shown on that certain Parcel Map entitled "Lots 17 and 18, New Ramona Colony," filed in Book 15 of Parcel Maps, Map No. 43, Official Records of Sacramento County; thence, from said point of beginning, along the Southwesterly right-of-way line of Ramona Avenue, a public street 26.00 feet in width as shown on the aforesaid map of New Ramona Colony, South 32°15'30" East 54.00 feet to the most Northerly corner of Parcel 6 as shown on aforesaid Parcel Map; thence, along the Northwesterly line of said Parcel 6, South 57°44'30" West 4.50 feet; thence, parallel with and distant 4.50 feet Southwesterly, measured at right angles from said Southwesterly right-of-way line of Ramona Avenue, North 32°15'30" West 54.00 feet to a point in the Southeasterly line of aforesaid Parcel 4; thence, along said Southeasterly line, North 57°44'30" East 4.50 feet to the point of beginning; containing 243 square feet, more or less.

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA



ASSESSOR'S PARCEL NUMBER: 79-0281-07

ASSESSMENT DISTRICT NUMBER: (56)

LEGAL OWNER: HENRY KELLER & LILLIAN G. KELLER

EXHIBIT "A"



August 9, 1988
88-0174

MORTON & PITALO, INC.
Civil Engineering, Planning, Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca. 95816
916/454-9600

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0281-05
Assessment District Number: 59
Legal Owner: William R. Cross, Jr. and Margaret D. Cross

DESCRIPTION

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

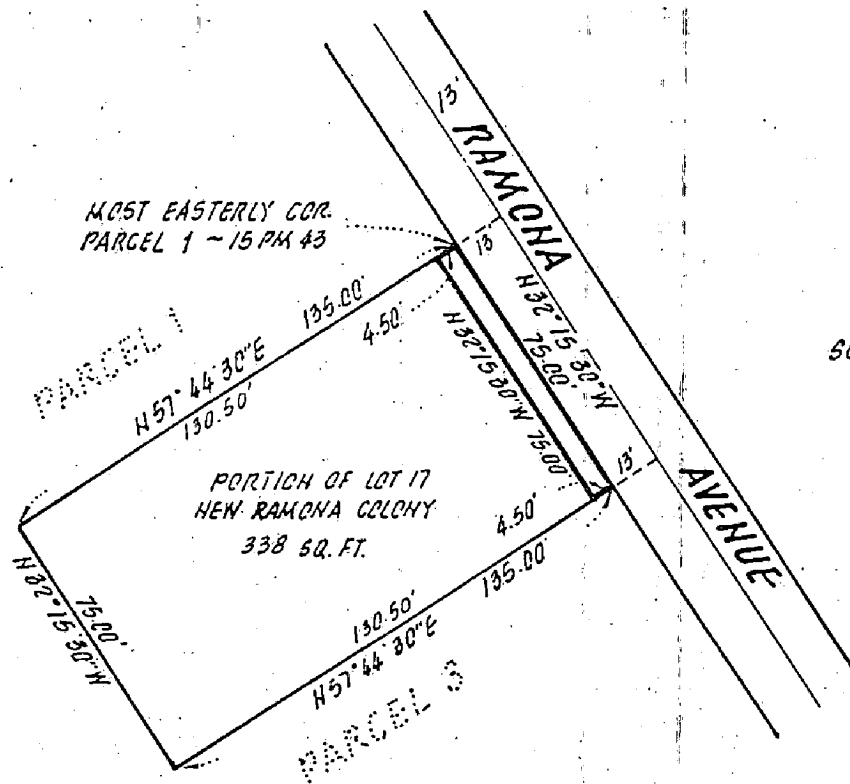
All that portion of Lot 17 as said lot is shown on the Official Plat of New Ramona Colony, filed in the Office of the Recorder of Sacramento County in Book 2 of Maps, Map No. 8, on January 9, 1888, described as follows:

BEGINNING at the most Easterly corner of Parcel 1 as said parcel is shown on that certain Parcel Map entitled "Lots 17 and 18, New Ramona Colony," filed in the Office of the Recorder of Sacramento County in Book 15 of Parcel Maps, Page 43, said point being in the Southwesterly right-of-way line of Ramona Avenue, a public street 26.00 feet in width as shown on aforesaid Plat of New Ramona Colony; thence, from said point of beginning, Southeasterly along said Southwesterly right-of-way line of Ramona Avenue, South 32°15'30" East 75.00 feet to the most Northerly corner of Parcel 3 as said parcel is shown on said Parcel Map; thence, along the Northwesterly line of said Parcel 3, South 57°44'30" West 4.50 feet; thence, parallel with and distant 4.50 feet Southwesterly, measured at right angles from said Southwesterly right-of-way line of Ramona Avenue, North 32°15'30" West 75.00 feet to a point in the Southeasterly line of aforesaid Parcel 1; thence, along said Southeasterly line, North 57°44'30" East 4.50 feet to the point of beginning; containing 338 square feet, more or less.

NEW RAMONA COLONY

STREET ASSESSMENT DISTRICT

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA



SCALE: 1" = 60'

ASSESSOR'S PARCEL NUMBER: 79-0281-05

ASSESSMENT DISTRICT NUMBER: (59)

LEGAL OWNER: WILLIAM R. CROSS, JR. & MARGARET D. CROSS

EXHIBIT "A"



August 9, 1988
88-0174

MORTON & PITALO, INC.
Civil Engineering, Planning, Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca. 95816
916/454-9600

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0281-13
Assessment District Number: 61
Legal Owner: Kelbro Corporation

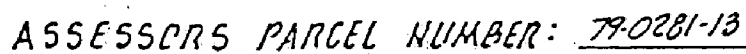
DESCRIPTION

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Parcel 1 as said Parcel 1 is shown on that certain Parcel Map entitled "Lots 17 & 18, New Ramona Colony," filed in the Office of the Recorder of Sacramento County in Book 15 of Parcel Maps, Page 43, described as follows:

BEGINNING at the intersection of the Northwesterly line of said Parcel 1 with the Southwesterly line of that certain 8.00 foot wide Irrevocable Offer of Dedication recorded in Book 73-12-07, Page 187, Official Records of Sacramento County, from which the intersection of the centerlines of Ramona Avenue and Cucamonga Avenue, said avenues being public streets 26.00 feet in width as shown on said Parcel Map, bears the following two (2) courses: (1) North $57^{\circ}44'30''$ East 21.00 feet to a point in said centerline of Ramona Avenue; and (2) South $32^{\circ}15'30''$ East 215.12 feet; thence, from said point of beginning, along said Southwesterly line of that certain 8.00 foot wide Irrevocable Offer of Dedication, South $32^{\circ}15'30''$ East 95.64 feet; thence, North $36^{\circ}52'43''$ West 95.95 feet to a point in said Northwesterly line of Parcel 1; thence, along said Northwesterly line, North $57^{\circ}44'30''$ East 7.73 feet to the point of beginning; containing 370 square feet, more or less.

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA



ASSESSMENT DISTRICT NUMBER:

LEGAL OWNER: KELBRO CORPORATION

EXHIBIT "A"



August 9, 1988
88-0174

MORTON & PITALO, INC.
Civil Engineering, Planning, Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca. 95816
916/454-9600

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0281-03
Assessment District Number: 62
Legal Owner: Geremia Brothers, a Partnership

DESCRIPTION

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

All that portion of Lot 16 as said lot is shown on the Official Plat of New Ramona Colony, filed in the Office of the Recorder of Sacramento County in Book 2 of Maps, Map No. 8, on January 9, 1888, described as follows:

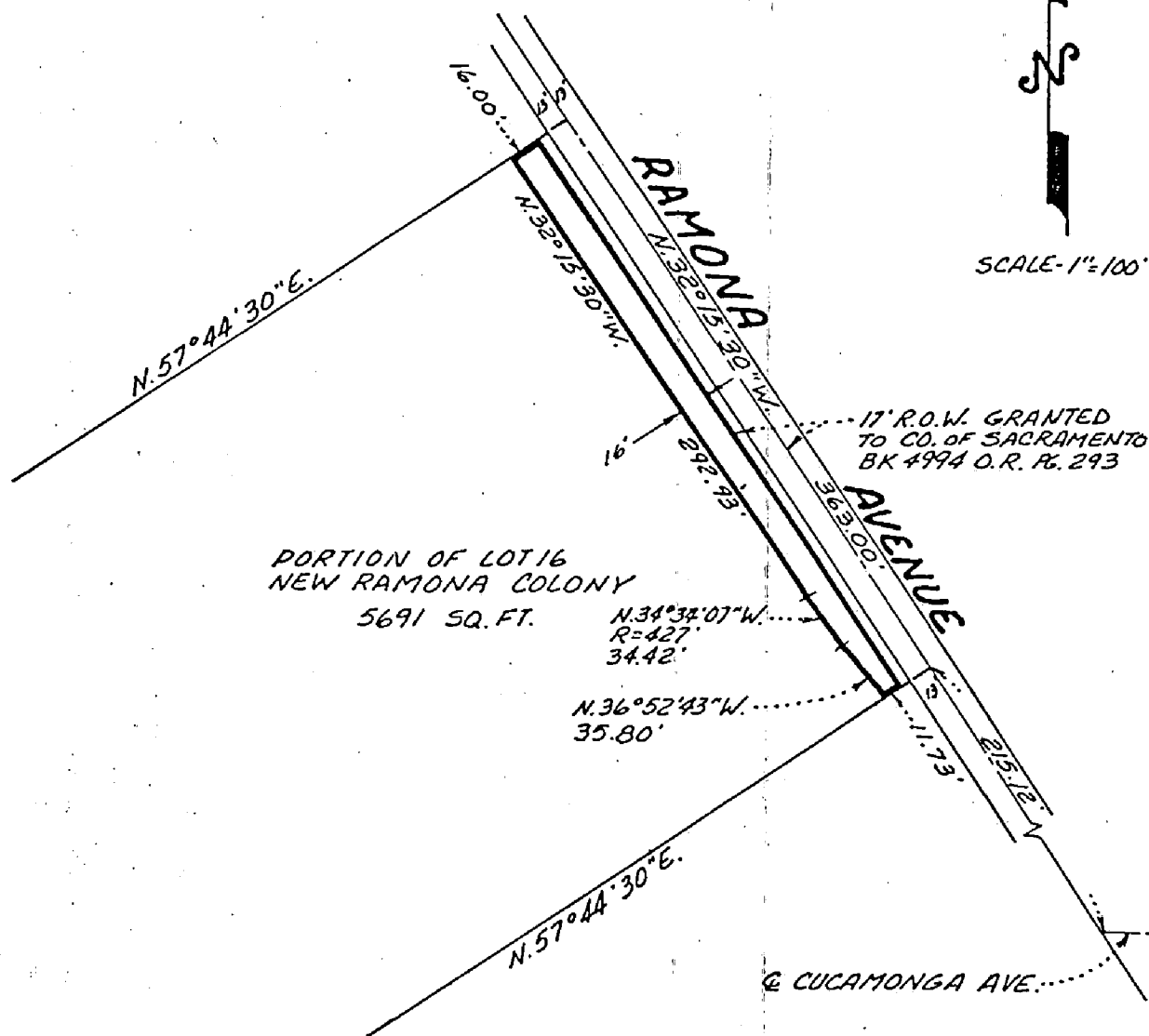
BEGINNING at a point on the Northwestern line of said Lot 16 distant the following two (2) courses from the intersection of the centerlines of Ramona Avenue and Cucamonga Avenue as said avenues are shown on said Plat of New Ramona Colony: (1) along the centerline of said Ramona Avenue, North $32^{\circ}15'30''$ West 578.12 feet to the most Northerly corner of said Lot 16; and (2) along said Northwestern line of Lot 16, South $57^{\circ}44'30''$ West 17.00 feet; thence, from said point of beginning, along the Southwesterly right-of-way line of said Ramona Avenue as described in that certain right-of-way deed to Sacramento County, recorded in Book 4994 of Official Records, at Page 293, South $32^{\circ}15'30''$ East 363.00 feet to a point on the Southeasterly line of said Lot 16; thence, along said Southeasterly line, South $57^{\circ}44'30''$ West 11.73 feet; thence, North $36^{\circ}52'43''$ West 35.80 feet; thence, Northwesterly along the arc of a tangent curve to the right, concave Northeasterly, having a radius of 427.00 feet, subtended by a chord bearing North $34^{\circ}34'07''$ West 34.42 feet; thence, parallel with and distant 16.00 feet Southwesterly, measured at right angles from said Southwesterly right-of-way line of Ramona Avenue, North $32^{\circ}15'30''$ West 292.93 feet to a point on the Northwestern line of said Lot 16; thence, along said Northwestern line, North $57^{\circ}44'30''$ East 16.00 feet to the point of beginning; containing 5691 square feet, more or less.

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA

PREPARED BY

MORTON & PITALO, INC.

SACRAMENTO, CALIFORNIA



62

LEGAL OWNER: GEREMIA BROTHERS, A GENERAL PARTNERSHIP



DECEMBER, 1989
88-0174

MORTON & PITALO, INC.
Civil Engineering, Planning, Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca. 95816
916/454-9600

NEW RAMONA COLONY
STREET ASSESSMENT DISTRICT

Assessor's Parcel Number: 79-0281-02
Assessment District Number: 63
Legal Owner: Geremia Brothers, a Partnership

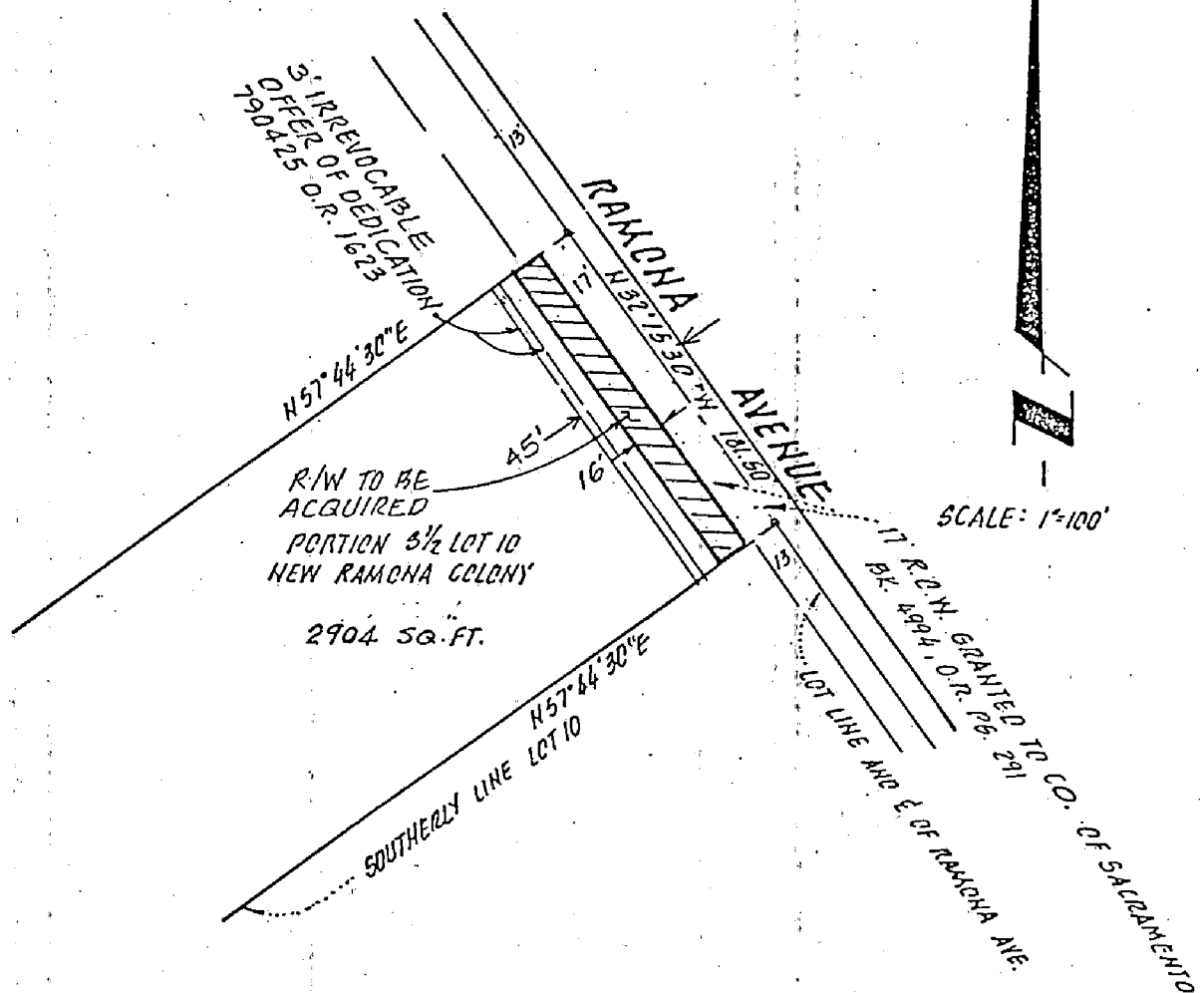
DESCRIPTION

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

The Southwesterly 16.00 feet of the Northeasterly 33.00 feet of the South one-half of Lot 10 as said lot is shown on the Official Plat of New Ramona Colony, filed in the Office of the Recorder of Sacramento County, January 9, 1888, in Book 2 of Maps, Map No. 8; containing 2,904 square feet, more or less. Said 33.00 feet being measured at right angles from the centerline of Ramona Avenue, a public street 26.00 feet as shown on said Plat.

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT

PREPARED BY
MORTON & PITALO, INC.
SACRAMENTO, CALIFORNIA



ASSESSOR'S PARCEL NUMBER: 790231-02

ASSESSMENT DISTRICT NUMBER: (63)

LEGAL OWNER: GEREMIA BROTHERS, A PARTNERSHIP

CERTIFICATE OF MAILING

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02

The undersigned declares:

On December 6, 1990, the undersigned mailed a copy of the document entitled Notice of Assessment attached hereto as Exhibit A, to each owner of real property in New Ramona Colony Street Assessment District No. 90-02, City of Sacramento, County of Sacramento, State of California, according to the names and addresses of the owners as they appear on the last equalized assessment roll or as known to the undersigned. A list of these property owners is attached hereto as Exhibit B.

Executed at Sacramento, California, on December 6, 1990.

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

BETTY MASUOKA, Director of Finance,
City of Sacramento, County of
Sacramento, State of California

By 

ORIGINAL

NOTICE OF ASSESSMENT

**NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA**

TO:

The City Council of the City of Sacramento has levied a special assessment against the land described below, to pay the cost of the following improvement:

The construction of street improvements on the unimproved portions of Cucamonga Avenue and Ramona Avenue; reconstruction of an existing unimproved roadway on Brighton Avenue; sidewalk construction on portions of the west side of Power Inn Road; the replacement of existing pavement on portions of Hunt Street and Heinz Street; construction of water mains and related appurtenances along Brighton Avenue as described above and along a portion of Ramona Avenue; construction of sanitary sewer mains in Brighton and Cucamonga Avenues, as herein previously described, and in a portion of Ramona Avenue, Power Inn Road, Hunt Street, and Heinz Street; construction of a storm drainage collection system in a portion of Brighton Avenue, Ramona Avenue, Hunt Street, and Heinz Street and portions of Cucamonga Avenue; and construction of a signal at the intersection of Power Inn Road and Cucamonga Avenue.

This assessment was recorded on December 6, 1990. You may pay all or any part of the assessment, without interest, before the close of business on January 7, 1991, at the offices of the Director of Finance of the City of Sacramento, 915 I Street, Room 104, Sacramento, CA 95814.

The deadline for receipt of such payment by the Director of Finance is January 7, 1991, and late payments will be returned.

If you do not wish to pay all of your assessment now, you may pay it in installments over a period of not to exceed twenty (20) years, with interest on the unpaid balance. Bonds will be issued according to the Improvement Bond Act of 1915, to represent unpaid assessments, and they will bear interest of not more than 12% per year.

If you wish to pay all of your assessment now, you may pay the Director of Finance's Office the discounted amount shown below. This is your total assessment, less a credit for the bond discount and bond reserve fund.

If you have questions about this notice, phone Ron Wicky at (916) 449-5628 in the office of the Engineer of Work.

If you do not own this property, please notify the Engineer of Work.

Assessment & Diagram No.
Assessor's Parcel No.
Amount of Assessment
Cash discounted amount to pay now

Deposit to Account No. 663-2454

EXHIBIT A

NEW RAMONA COLONY STREET ASSESSMENT DISTRICT NO. 90-02
CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA
NAMES AND ADDRESSES OF PROPERTY OWNERS

1,4

Ronnie Seiko, Tommy Tateishi, &
Mary Ann Tateishi-Nakashima
7500 Brighton Avenue
Sacramento, CA 95826

2

John N. Wisner
7430 Brighton Avenue
Sacramento, CA 95826

3

Robert L. and Rosemary Hart
2945 Ramona Avenue, #7
Sacramento, CA 95826

5

Sacramento Regional Transit
District
703 B Street
Marysville, CA 95901

5

Sacramento Regional Transit
District, c/o Jeff Gualco
2811 O Street
Sacramento, CA 95816

6,7

William C. & Sally K. Casselman
1728 Potrero Way
Sacramento, CA 95822

8

Robert A. & Victoria R. Walker
9860 Sheldon Road
Elk Grove, CA 95624

9

Fernando and Eva R. Marsalla
2867 Heinz Street
Sacramento, CA 95826

10

Elaine and William J. Pesce, II
705 Dunbarton Circle
Sacramento, CA 95825

11

William J. Pesce, II
705 Dunbarton Circle
Sacramento, CA 95825

12

V. Petta
1412 Oregon Drive
Sacramento, CA 95822

13,14

Clifford A. & Cynthia Brown
1411 Los Molinos Way
Sacramento, CA 95825

15A,15B

Northern California Youth
Authority
3001 Ramona Avenue
Sacramento, CA 95826

16,17,20

State of California
4241 Williamsborough, Ste. 17
Sacramento, CA 95823

18

John N. Wisner
205 Miranda Drive
Aptos, CA 95003

19

Johnny L. Trejo
2870 32nd Avenue
Sacramento, CA 95818

21,22

American Industries, Inc.
4033 N.W. Yeon Avenue
Portland, OR 97210

EXHIBIT B

21,22

American Steel, a Div. of
American Industries, Inc.
3000 Power Inn Road
P.O. Box 26085
Sacramento, CA 95826
Attn: Ed Andersen, Gen. Mgr.

23,24

Edelmayer & Haberman,
a Partnership
3030 Power Inn Road
Sacramento, CA 95826

25

Henry and Matilda Greule
5833 - 20th Avenue
Sacramento, CA 95820

26,27

Rustic Brick Manufacturing
Company, Incorporated
3150 Power Inn Road
Sacramento, CA 95826

28,29

Kenneth A. Williams, Jr. &
Billy Jack Corsby
7915 Cucamonga Avenue
Sacramento, CA 95826

30

Dorothy Herrera
1205 Greenhills Road
Sacramento, CA 95864

31

Robert & Carlene Soper
7717 Cucamonga Avenue
Sacramento, CA 95826

32,33,34,62,63

Geremia Brothers, a General
Partnership
1327 - 65th Street
Sacramento, CA 95819

35,36,49

Lukenbill Enterprises
3600 Power Inn Road
Sacramento, CA 95826

37

Kenneth A. Williams, Jr.
7915 Cucamonga Avenue
Sacramento, CA 95826

38

Rena C. & Michael C. Cozzitorto
7219 Pinegrove Way
Folsom, CA 95630

39

Laurelwood Investors
7916 Alta Vista Lane, #250
Citrus Heights, CA 95610-7948

40

Bechtel Investments, Inc.
c/o W. R. Mattson
P.O. Box 3965
San Francisco, CA 94119

41

Western Ku-Mac Corporation
3300 Power Inn Road
Sacramento, CA 95826

42

Stein Electric Company, a
California Corporation
3881 Crondall Drive
Sacramento, CA 95864

43

Lewis A. & Jean L. Stein
3881 Crondall Drive
Sacramento, CA 95825

44,45,47,48

Simas Enterprises
3550 Power Inn Road
Sacramento, CA 95826

46

Carl P. Enderkum, Jr.
7949 Ramona Avenue
Sacramento, CA 95826

50,51

Sacramento Utilities Supply Co.
7832 Ramona Avenue
Sacramento, CA 95826

52,53,54,61

Kelbro Corporation, a California
Corporation
8952 Sutters Gold Drive
Sacramento, CA 95826

55,56

Henry and Lillian G. Keller
13116 Pellandini Road
Galt, CA 95632

57

David Keller
8952 Sutters Gold Drive
Sacramento, CA 95826

58,59,60

Margaret and William Cross, Jr.
3300 Ramona Avenue
Sacramento, CA 95826

64

Clark G. and Ann L. Sperry
1017 Harrington Way
Carmichael, CA 95608-6166

65

George & Gladys Snyder, Et Al
914 - 29th Street
Sacramento, CA 95816

66,67,68,69

Maurice & Jacqueline Shaw
c/o Robert and Jeanette Powell
3610 American River Drive
Sacramento, CA 95825