

18

APPROVED
BY THE CITY COUNCIL

OCT 6 1987

OFFICE OF THE
CITY CLERK

DEPARTMENT OF
PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

CITY OF SACRAMENTO
CALIFORNIA

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

916-449-8220

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

916-449-5282

CITY MANAGER'S OFFICE
RECEIVED
SEP 30 1987

October 6, 1987

City Council
Sacramento, California

Honorable Members in Session

SUBJECT: Cobblewood Assessment District - Improvement Proceeding No. 5530
(Elder Creek Road and 65th Street Expressway)

SUMMARY

The Public Works Department recommends that the attached Resolution Approving Amended Report and Confirming Assessment, Etc., Resolution Determining to Issue Improvement Bonds Under the Improvement Act of 1911, Etc., Resolution Detailing Actions the City of Sacramento Will Perform as Registrar, Transfer Agent & Paying Agent, Resolution of Award, and a Resolution Amending the 1987-88 City Budget for the Cobblewood Assessment District be approved.

BACKGROUND

On September 1, 1987, the City Council adopted the Resolution of Intention and Resolution Approving Report and Assessment, setting a hearing for this date on said Report and Assessment. On September 1, 1987, the City Clerk was also directed to advertise for bids with bids to be received on September 22, 1987. The following bids were received:

Granite Construction Co.	\$337,516.00
Teichert Construction Co.	355,906.60
C.J. Construction	379,790.00
Hood Corporation	509,860.00

The low bid of Granite Construction is 21% under the Engineer's estimate of \$427,093 and we are recommending that the contract be awarded to Granite Construction.

The owners of the property have waived the 30 day collection period and have requested that the Council order the issuance of the bonds. This will enable the project to be under construction 30 days sooner.

City Council
 Cobblewood Assessment District - IP5530
 October 6, 1987
 Page 2

FINANCIAL

The entire cost of the improvements is being financed by the developer and is being assessed against the lots in Cobblewood subdivision. The costs relating to this project are as follows:

Granite Construction Contract Bid	\$337,516.00
Contingency	15,000.00
Incidental Expenses	<u>82,056.00</u>
Total Contract, Contingency and Incidental Expenses	\$434,572.00
 Bond Discount	 <u>13,440.37</u>
Amount to be assessed to lots in Cobblewood Subdivision	\$448,012.37

RECOMMENDATION

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

1. Resolution Approving Amended Report and Confirming Assessment, Etc.
2. Resolution Determining to Issue Improvement Bond Under the Improvement Act of 1911, Etc.
3. Resolution Detailing Action the City of Sacramento Will Perform as Registrar, Transfer Agent and Paying Agent
4. Resolution of Award
5. Resolution Amending the City Budget for Fiscal Year 1987-88 for Cobblewood Assessment District by Appropriating \$434,572.

Respectfully Submitted,




THOMAS M. FINLEY
 Engineering Division Manager

Recommendation Approved:



WALTER J. SLIPE
 City Manager

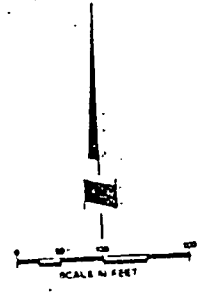
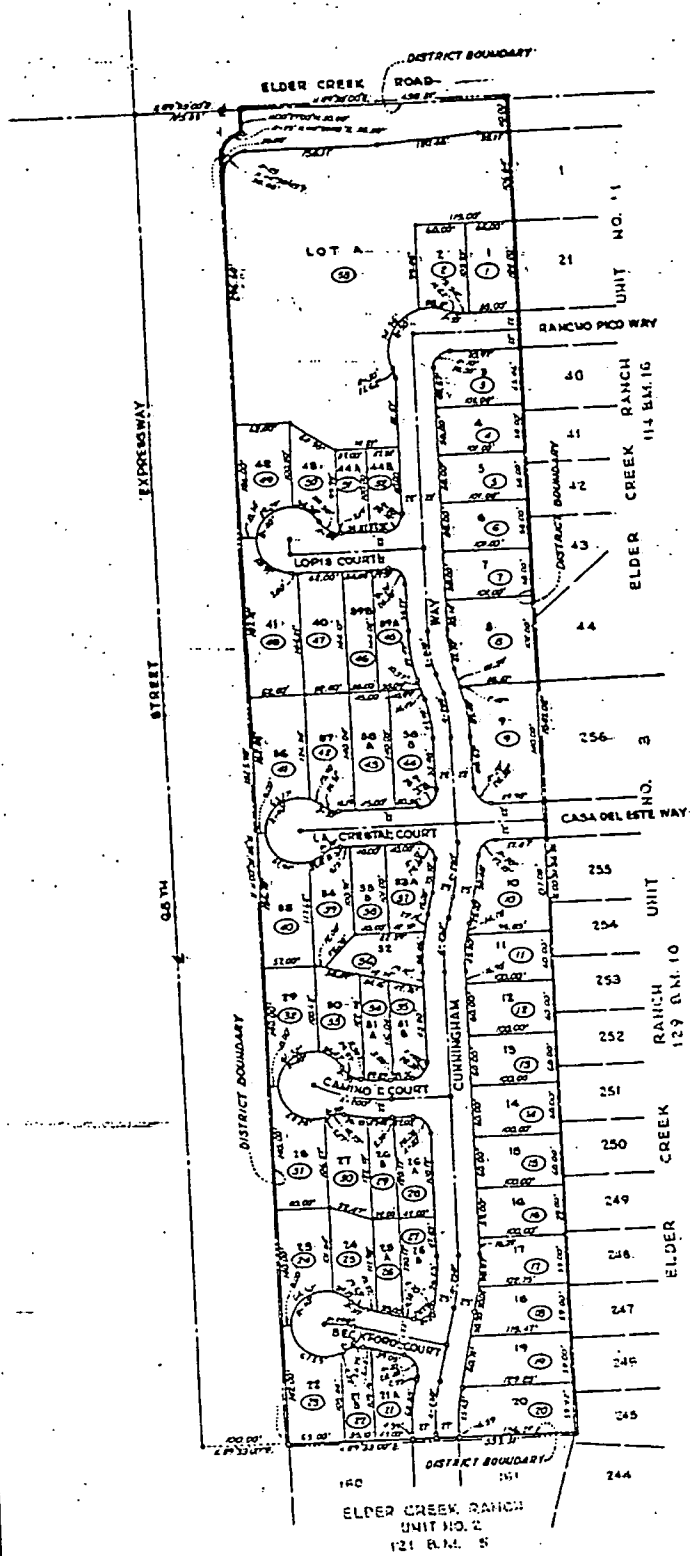
Approved:



MELVIN H. JOHNSON
 Director of Public Works

IM:dk
 IP5530.C.F
 09.2487

October 6, 1987
 District No. 2



NOTE:
MEASUREMENTS ALONG CURVED LINES ARE
CHORD MEASUREMENTS.

LEGEND:
(25) ASSESSMENT NUMBER

City of Sacramento
County of Sacramento
State of California
ASSESSMENT DIAGRAM
COBBLEWOOD ASSESSMENT DISTRICT
SCALE: 1" = 100'
SHEET 1 OF 1

RESOLUTION NO. 87-822

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

IMPROVEMENT PROCEEDING NO. 5530
COBBLEWOOD
ASSESSMENT DISTRICT

APPROVED
BY THE CITY COUNCIL

OCT 6 1987

OFFICE OF THE
CLERK

REVISING AND APPROVING REPORT
CONFIRMING ASSESSMENT
ORDERING ASSESSMENT RECORDED
ORDERING IMPROVEMENTS TO BE CONSTRUCTED
AND
ORDERING THE REVENUE AND COLLECTIONS OFFICER OF
CITY OF SACRAMENTO
TO COLLECT AND TO RECEIVE MONEY

FOR
IMPROVEMENT PROCEEDING NO. 5530

COBBLEWOOD
ASSESSMENT DISTRICT

WHEREAS, on September 1, 1987, this Council adopted its Resolution of Intention for Improvement Proceeding No. 5530, and declared therein its intention to construct certain public improvement work on designated public streets in the City of Sacramento, and

WHEREAS, on September 1, 1987, in said Resolution of Intention, this Council directed the Director of Public Works-Superintendent of Streets to make a Report to this Council in the

form, style and manner required by the MUNICIPAL IMPROVEMENT ACT OF 1913, and

WHEREAS, on September 1, 1987, the Director of Public Works-Superintendent of Streets did make a Report, and did file the same with the City Clerk of the City of Sacramento, and

WHEREAS, on September 1, 1987, this Council duly considered said Report, and then adopted a Resolution for Improvement Proceeding No. 5530, entitled in part "Approving Report of Director of Public Works-Superintendent of Streets, prepared for proposed COBBLEWOOD ASSESSMENT DISTRICT", and thereby preliminarily approved said Report, and on that date set October 6, 1987, as the date for a public hearing on all matters contained in said Report, and on the matter of the City of Sacramento constructing the public improvement work described in said Resolution of Intention and in said Report, and on the matter of the extent of the proposed Assessment District described in said Report, and on the matter of the proposed Assessment set forth in said Report, and

WHEREAS, on September 1, 1987, this Council order the City Clerk of the City of Sacramento to give notice of said hearing by posting, publishing and mailing, all as required under said Act, and

WHEREAS, the City Clerk of the City of Sacramento has filed her affidavit showing that she caused notices of the said

hearing to be posted, published and mailed, all in the time and form required by said Act, and

WHEREAS, on September 1, 1987, this Council did direct the Clerk to advertise for contractors to present bids to this Council on September 22, 1987, for constructing said public improvement work described in said Resolution of Intention and in said Report, and

WHEREAS, the Clerk did so advertise, and on September 22, 1987, contractors did present bids for constructing the public improvement work described in said Resolution of Intention and in said Report, and

WHEREAS, this day, October 6, 1987, is the day that this Council set for a public hearing at which any person may object to any matters contained in said Report, or to the City of Sacramento constructing the public improvement work described in said Resolution of Intention and in said Report, or at which any person may object to the extent of the proposed Assessment District described in said Report, or to any matters respecting the Assessment contained in said Report, and

WHEREAS, the Director of Public Works-Superintendent of Streets has recommended to this Council that certain changes be made in said Report and Assessment, and

WHEREAS, no property owner has filed written objections to the matters contained in said Report, and

WHEREAS, no property owner has appeared at this Council meeting on this date to object to any matters contained in said Report.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO,
STATE OF CALIFORNIA, as follows:

Section 1

That this Council finds that each of the recitals of
this Resolution is true.

That this Council hereby finds that no protests have
been filed against the proposed public improvement work for
COBBLEWOOD ASSESSMENT DISTRICT that is described in said Report,
and the extent of the District of lands proposed to be assessed,
and against the amount of any proposed individual assessment, and
against the City of Sacramento ordering that the public improve-
ment work described in the Report be done.

Section 2

That this Council finds and determines that the Director of Public Works-Superintendent of Streets' estimate of the cost of constructing and doing the work described in said Report and Assessment was the sum of \$427,093.00, based on the Engineer's estimated quantities and the Engineer's estimated unit prices.

That this Council finds and determines that the City Clerk has advertised for bids on said work, and that the Director of Public Works-Superintendent of Streets has informed this Council that the cost of the work based upon the Engineer's estimated quantities and the successful contractor's unit prices is a lesser sum, namely, the sum of \$337,516.00.

That the Director of Public Works-Superintendent of Streets has informed this Council:

- a. That the actual sum expended for Engineering services to this date has increased, and that the sum that should be included in the Assessment under the title "Engineering and Inspection Fee per Ordinance No. 4150" should be increased to the sum of \$23,004.90;
- b. That his estimate of the cost of "Construction Engineering" has decreased to the sum of \$28,000.00;
- c. That his estimate of the cost of "Assessment Spread and Diagram Preparation" has increased to the sum of \$8,000.78;
- d. That by reason of the successful contractor's bid for construction work being a sum lower than his estimate for the construction work

- (1) the Contingencies has decreased to the sum of \$15,000.00
- (2) the Bond Counsel Fee has decreased to the sum of \$7,050.32
- (3) the Bond Discount has decreased to the sum of \$13,440.37
- (4) the Total Sum to be Assessed to Properties in the Assessment District has decreased to the sum of \$448,012.37

That this Council hereby finds and determines that on account of the matters stated in the findings, above, that the Report and Assessment should be revised in the following particulars:

a. Revise the Engineer's Estimate in the Report and Assessment to show the Contractor's bid price for each item of work and to show the new "Estimated Contract Cost" derived from such bid prices.

b. Revise the amount shown in the Report and Assessment for Contingencies from \$20,000.00 to \$15,000.00.

c. Revise the amount shown in the Report and Assessment for Engineering and Inspection Fee per Ordinance No. 4150 from \$21,000.00 to \$23,004.90.

d. Revise the amount shown in the Report and Assessment for Construction Engineering from \$32,000.00 to \$28,000.00.

e. Revise the amount shown in the Report and Assessment for Assessment Spread and Diagram Preparation from \$6,764.54 to \$8,000.78.

f. Revise the amount shown in the Report and Assessment for Bond Counsel Fee from \$8,941.86 to \$7,050.32.

g. Revise the amount shown in the Report and Assessment for Estimated Total Sum to be Assessed to Properties from \$553,957.71 to \$448,012.37.

h. Revise the amount of money proposed to be assessed on each assessment parcel located in the proposed COBBLEWOOD ASSESSMENT DISTRICT, and listed in Column No. 1 of EXHIBIT A, attached hereto, from the amount shown in Column No. 2 in said EXHIBIT A, attached hereto, to the amount shown in Column No. 3 in said EXHIBIT A, attached hereto.

That this Council finds and determines that the Director of Public Works-Superintendent of Streets has revised the Report and Assessment in each of the particulars that this Council has ordered above in this Resolution, all to the satisfaction of this Council, and hereby declares that its action on such Report and Assessment is that the Report and Assessment as so revised should be confirmed with no other changes or revisions, except those stated above in this Resolution, and that this Council thereby hereby approves the Report that the Director of Public Works-Superintendent of Streets filed with this Council on September 1, 1987, as it is now revised in accordance with the directions therefor that this Council has made herein, and hereby confirms the Assessment contained in this Report.

Section 3

That this Council hereby orders the City Clerk of the City of Sacramento to transmit the Assessment and Diagram contained in the Report hereinafter to the Director of Public Works-Superintendent of Streets, and hereby directs the Director of Public Works-Superintendent of Streets to record said Assessment and Diagram in his office, and to give notice of the filing thereof by publishing and mailing as provided by law.

That this Council hereby directs the City Clerk to record a copy of the Assessment Diagram that is contained in the Assessment in the Office of the Recorder of the County of Sacramento, all as required by the Streets and Highways Code Section 3114, and to file in said Recorder's Office the Notice Of Assessment respecting COBBLEWOOD ASSESSMENT DISTRICT as required by said Section 3114.

Section 4

That this Council hereby orders that the public improvement work that this Council declared its intention to construct and do in the Resolution of Intention for Improvement Proceeding No. 5530, adopted September 1, 1987, shall be constructed and done, and this Council hereby determines that said work is also the public improvement work that the Director of Public Works-Superintendent of Streets described in his Report to this Council, dated September 1, 1987, as hereinbefore revised.

Section 5

That this Council hereby determines that the Revenue and Collections Officer of the City of Sacramento is the officer that heretofore by City ordinance has duly been determined to be the officer of this City charged with the duty to collect Special Assessments levied by the City of Sacramento, and this Council hereby determines that the Revenue and Collections Officer shall collect and receive the money that property owners may pay on account of the Assessment in the 30-day collection period.

Section 6

That the Report referred to above in this Resolution is that certain Report approved September 1, 1987, by this Council in its Resolution Approving Report For Improvement Proceeding No. 5530, and that bears the identifying legend as follows:

REPORT

RESPECTING

COBBLEWOOD
ASSESSMENT DISTRICT

MUNICIPAL IMPROVEMENT ACT OF 1913

Section 7

That this Council hereby revises the bond declaration stated in Resolution No. 87-719, Resolution Of Intention For Improvement Proceeding No. 5530, COBBLEWOOD ASSESSMENT DISTRICT, to read as follows, and declares this revision to be effective on September 1, 1987:

"THAT THIS COUNCIL HEREBY GIVES NOTICE that serial bonds to represent unpaid assessments of One Hundred Fifty Dollars (\$150.00) or more, and bear interest not exceeding ten percent (10%) per annum, will be issued hereunder in registered form in the manner provided by Division 7 of the Streets and Highways Code, the Improvement Act of 1911, the last installment of such bonds shall mature fourteen (14) years from the second day of January next succeeding ten (10) months from their date, and that the redemption provisions of said bonds shall provide a premium of five percent (5%) of unmatured principal, if redeemed before maturity.

That this Council informs all persons that said bonds shall contain the following sentence: 'The 2 percent penalty first imposed shall be retained by the Treasurer as a cost of servicing the delinquency, and all subsequent penalties shall be paid to the holder of the bond along with and as a part of such defaulted payment.'"

This Resolution was passed and adopted by the City Council of the City of Sacramento, State of California, this 6th day of October, 1987.

Mayor

ATTEST:

City Clerk of the City of Sacramento

EXHIBIT A

Column No. 1

Column No. 2

Column No. 3

Assessment
Parcel
Number

Amount Proposed
Assessment Shown
In Report Filed
September 1, 1987

Amount Assessment
Resulting From Changes
Ordered This Date

1	\$ 9,150.87	\$ 6,650.07
2	9,692.26	7,373.11
3	14,097.66	13,256.60
4	9,422.47	7,012.79
5	9,422.47	7,012.79
6	9,422.47	7,012.79
7	9,422.47	7,012.79
8	11,225.00	9,420.11
9	17,202.07	17,402.62
10	15,529.00	15,168.19
11	9,627.98	7,287.28
12	9,603.54	7,254.61
13	9,603.54	7,254.61
14	9,603.54	7,254.61
15	9,603.54	7,254.61
16	9,513.00	7,133.70
17	9,524.77	7,149.43
18	9,637.94	7,300.56
19	9,667.82	7,340.47
20	9,619.83	7,276.37
21	10,389.37	8,304.12
22	10,389.37	8,304.12
23	11,449.52	9,719.99
24	10,963.35	9,070.68
25	9,433.33	7,027.31
26	9,641.56	7,305.39
27	9,641.56	7,305.39
28	9,952.09	7,720.13
29	9,952.09	7,720.13
30	8,738.03	6,098.71
31	10,775.96	8,820.40
32	10,497.11	8,448.00
33	10,090.61	7,905.12
34	9,627.07	7,286.04
35	9,627.07	7,286.04
36	10,421.97	8,347.65
37	10,766.00	8,807.10

EXHIBIT A

Page 1

Column No. 1

Column No. 2

Column No. 3

Assessment
Parcel
Number

Amount Proposed
Assessment Shown
In Report Filed
September 1, 1987

Amount Assessment
Resulting From Changes
Ordered This Date

38	\$ 10,766.00	\$ 8,807.10
39	8,926.34	6,350.22
40	10,581.30	8,560.44
41	11,068.38	9,210.93
42	9,259.51	6,795.14
43	11,389.78	9,640.20
44	11,389.78	9,640.20
45	10,526.08	8,486.70
46	10,526.08	8,486.70
47	8,879.26	6,287.33
48	10,800.40	8,853.05
49	10,190.20	8,038.10
50	10,076.13	7,885.76
51	9,507.57	7,126.45
52	9,507.57	7,126.45
53	<u>17,615.03</u>	<u>21,413.17</u>
Totals	\$553,957.71	\$448,012.37

RESOLUTION NO. 87-823

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

IMPROVEMENT PROCEEDING NO. 5530
COBBLEWOOD
ASSESSMENT DISTRICT

APPROVED
BY THE CITY COUNCIL

OCT 6 1987

OFFICE OF THE
CLERK

DETERMINING TO ISSUE
IMPROVEMENT BONDS
UNDER THE
IMPROVEMENT ACT OF 1911
TO REPRESENT UNPAID ASSESSMENTS
LEVIED ON BENEFITING PROPERTIES
LOCATED IN
COBBLEWOOD
ASSESSMENT DISTRICT
PRESCRIBING THE TERM, INTEREST
RATE AND OTHER FEATURES THEREOF
AND
SELLING SAID BONDS TO STONE & YOUNGBERG

WHEREAS, on September 1, 1987, this Council, acting under the provisions of the MUNICIPAL IMPROVEMENT ACT OF 1913, adopted Resolution No. 87-719, Resolution of Intention, respecting the construction of certain public improvement work described in said Resolution for the proposed COBBLEWOOD ASSESSMENT DISTRICT, and stated therein its intention to issue improvement bonds under the provisions of the IMPROVEMENT ACT OF 1911 to represent unpaid assessments, and

WHEREAS, on September 1, 1987, the Director of Public Works-Superintendent of Streets, acting at the direction of this

Council that was contained in said Resolution of Intention, prepared and filed with the Clerk a Report conforming to the provisions of the MUNICIPAL IMPROVEMENT ACT OF 1913, which said Report contained an Assessment showing each parcel of land located in said COBBLEWOOD ASSESSMENT DISTRICT that was proposed to be assessed, and also showing the amount of money proposed to be assessed on each such parcel of land, and

WHEREAS, on October 6, 1987, after a public hearing on said Assessment duly noticed and held, this Council duly confirmed said Assessment by its Resolution No. 87-____, and

WHEREAS, the Director of Public Works-Superintendent of Streets will duly record said Assessment in his office, and the City Clerk will duly record in the office of the Recorder of the County of Sacramento, as required by law, a notice of filing of said Assessment, and a copy of the map of said Assessment District, and

WHEREAS, the amount of said Assessment as so confirmed is the sum of \$448,012.37, and that sum is the maximum possible amount of improvement bonds that the Treasurer can issue to represent unpaid assessments, and

WHEREAS, the Director of Public Works-Superintendent of Streets will publish a notice stating that he filed said Assessment in his office, and he will include in said published notice all other matters required by law, and he also will mail a notice to each property owner whose land is assessed by said Assessment, stating

that he filed said Assessment in his office, and stating the amount assessed against each owner's property, and stating all other matters required by law in said mailed notice, and

WHEREAS, all sums shown in said Assessment that are not paid in the time set by law for property owners to pay their assessments will be unpaid assessments, and the Treasurer will have the duty to issue Improvement Bonds under the terms of the Improvement Act of 1911 to represent unpaid assessments, and

WHEREAS, STONE & YOUNGBERG has this day presented to this Council its written offer to purchase all bonds to be issued under the Improvement Act of 1911 in the proceedings conducted by this Council under the MUNICIPAL IMPROVEMENT ACT OF 1913 for COBBLEWOOD ASSESSMENT DISTRICT at a price payable at delivery of said bonds equal to 97% of the principal amount of said bonds, and has stated other conditions of purchase of said bonds in said offer, and this Council deems said offer to be fair, and that it should be accepted in accordance with its terms.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO,
STATE OF CALIFORNIA:

That this Council finds and determines that each of the foregoing recitals is true.

That this Council hereby determines to issue, and hereby directs the Treasurer of the City of Sacramento to issue, an

Improvement Bond in registered form under the provisions of the Improvement Act of 1911, to represent each assessment of One Hundred Fifty Dollars (\$150.00) or more levied on a parcel of land located in COBBLEWOOD ASSESSMENT DISTRICT that is unpaid at the close of the period during which an owner may pay the assessment on his land in full, and hereby determines and directs that all bonds shall

- (a) be numbered successively commencing with the number 1;
- (b) be dated after close of cash payment period;
- (c) bear the title: COBBLEWOOD ASSESSMENT DISTRICT, Series 1987-3;
- (d) bear interest from their date at 10% per annum, payable semi-annually
- (e) mature fourteen (14) years from the January 2 next succeeding the 1st day of September following their date;
- (f) provide for a redemption premium of 5% of unmatured principal as provided for in Section 6464 of the Streets and Highways Code, a section of the IMPROVEMENT ACT OF 1911;
- (g) be issued in registered form;
- (h) contain a provision that the 2% penalty first imposed shall be retained by the Treasurer as a cost of servicing delinquency, and that all subsequent penalties shall be paid to the holder of the bond;
- (i) contain all other wording and terms that improvement bonds issued under the provisions of the IMPROVEMENT ACT OF 1911 must contain, and that do not conflict or vary

the features for said bonds that are set out above in subparagraphs (a) to (h), inclusive, and all other said wording and terms are hereby incorporated by reference from the applicable provisions of the said IMPROVEMENT ACT OF 1911.

That this Council hereby directs the Clerk to file the written offer of STONE & YOUNGBERG, dated July 28, 1987, in the proceedings for COBBLEWOOD ASSESSMENT DISTRICT.

That this Council hereby accepts the said offer of STONE & YOUNGBERG to buy said bonds, and to pay as the price for said bonds the sum that is equal to 97% of the par value principal amount of said bonds with accrued interest at 10 % per annum from date of the bonds to date of their delivery, and hereby agrees to sell said bonds to that company for said price, and hereby directs that said price shall be payable on delivery of said bonds.

That at the time when this Council shall determine the list of unpaid assessments, and shall direct the Treasurer of the City of Sacramento, California, to sign the bonds, the Treasurer shall deliver said bonds to STONE & YOUNGBERG when he receives from that entity the full purchase price for said bonds, and said accrued interest.

This Resolution was passed and adopted by the City Council of the City of Sacramento, State of California, this 6th day of October, 1987.

Mayor

ATTEST:

City Clerk of the City of Sacramento

3

18

RESOLUTION NO. 87-824

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

IMPROVEMENT PROCEEDING NO. 5530
COBBLEWOOD
ASSESSMENT DISTRICT

APPROVED
BY THE CITY COUNCIL

OCT 6 1987

OFFICE OF THE
CLERK

RESOLUTION
DETAILING ACTIONS THE
CITY OF SACRAMENTO
WILL PERFORM AS
REGISTRAR, TRANSFER AGENT
AND
PAYING AGENT

WHEREAS, on September 1; 1987, this Council adopted Resolution No. 87-719, Resolution of Intention For Improvement Proceeding No. 5530, COBBLEWOOD ASSESSMENT DISTRICT, and announced therein that improvement bonds in registered form would be issued under the bond provisions of the IMPROVEMENT ACT OF 1911 to represent unpaid assessments of One Hundred Fifty Dollars (\$150.00) or more, and

WHEREAS, in the course of the proceedings for said Assessment District, this Council has now duly assessed the parcels of land in said Assessment District in accordance with benefits conferred to said lands from said public improvement work, and the public official having the duty to mail assessment bills will mail such assessment bills to the owners of the parcels of land

in said Assessment District, and such bills will state the amount on each such parcel, and said public official will also publish a notice that such assessment bills are payable, and at the close of the period in which such owners can pay their assessments in full the unpaid assessments of more than One Hundred Fifty Dollars (\$150.00) will be known, and the Treasurer will have the duty to issue improvement bonds under the provisions of said 1911 Act in registered form to represent said unpaid assessments, and

WHEREAS, this Council now desires to amplify its determination made in said Resolution of Intention that said bonds shall be issued in registered form, and desires to set out in this resolution necessary details for the registration procedure for said bonds.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO, STATE OF CALIFORNIA, AS FOLLOWS:

1. That this Council hereby finds and declares that the facts stated in the recitals to this Resolution are true.
2. That this Council declares that the City of Sacramento, acting through the Director of Finance of this City, is the Registrar, Transfer Agent and Paying Agent for all 1911 Act Bonds that are issued to represent unpaid assessments under the proceedings for COBBLEWOOD ASSESSMENT DISTRICT, which this

Council commenced by adopting the Resolution of Intention described in the recitals to this Resolution.

3. That the detailed procedure for the registration of said bonds is the procedure set out in EXHIBIT A, attached hereto.

4. That this Resolution confirms and amplifies this Council's determination to issue bonds in registered form made on September 1, 1987, and that this Resolution shall be effective from said date.

This Resolution was passed and adopted by the City Council of the City of Sacramento, State of California, this 6th day of October, 1987.

Mayor

ATTEST:

City Clerk of the City of Sacramento

EXHIBIT A

Registration Procedure
For
1911 Act Bonds
For
COBBLEWOOD
ASSESSMENT DISTRICT

A.

Registrar, Transfer Agency and
Paying Agent

The City of Sacramento, acting by and through the Director of Finance of said City, is the Registrar, Transfer Agent and Paying Agent of all Bonds issued under the proceedings for the Assessment District named in the caption to this EXHIBIT A.

The City of Sacramento, acting by and through said Director, shall pay the principal and interest on each Bond to the owner of the Bond by check mailed to the owner at his address as it appears on the registration books of said City, or at such address as said owner may have filed with said City for receiving such payments, as of the 15th day immediately preceding a principal or interest payment date. The City, at its option, may cumulate the principal and interest due on all the Bonds that one owner owns, and may issue one check for payment of all of such principal and interest that such owner is entitled to receive at a payment

date, upon furnishing a statement to such owner showing the number of the Bonds on which principal and interest is so paid.

When a Bond is called for redemption, said City shall pay the remaining unpaid principal sum of the Bond and any redemption premium thereof, and all interest and penalties due to the bondholder under said 1911 Act, to the owner of the Bond as the owner's name appears on the registration books of said City as of the 15th day immediately preceding the redemption date, except as said owner whose name appears on said registration book shall otherwise direct in a writing filed at the time of presentment and surrender of the Bond for payment at its redemption date.

When the last principal installment on the 1911 Act Bond falls due, and the City holds the money to pay said installment and any penalties, the City shall notify the bondholder to surrender the Bond, and upon so surrendering the Bond, the City shall pay said final installment and any penalties to the person who is the registered owner as at the 15th day prior, or to the person said owner shall have designated in writing.

B.

Execution of Bonds

The Bonds shall be executed by the facsimile signature of the Treasurer of the City of Sacramento, and the Clerk of the

City of Sacramento is hereby directed to cause the seal of the City of Sacramento to be affixed in facsimile on each Bond.

In case the Treasurer of the City, who shall have signed any Bond by facsimile, ceases to be such officer of the City before the authentication, delivery and issuance of the Bond, such Bond nevertheless may be authenticated, delivered and issued, and upon such authentication, delivery and issue, shall be as valid as though said Treasurer who signed the same had remained in office.

After the execution by facsimile signature, and the affixing of such facsimile seal, the Treasurer shall deliver the Bonds to the Director of Finance, who, acting for the City of Sacramento as Registrar, Transfer Agent and Paying Agent, shall authenticate the Bonds, and who shall deliver such authenticated Bonds to the purchaser, or his assignee, who is hereby authorized to prescribe to said City in writing the name or names of the persons to whom the Bonds will be first issued in lieu of the name of the purchaser, or his assignee.

The City shall affix a Certificate of Authentication and Registration on each Bond in the following form, which shall be manually signed by the Director of Finance, acting for the City, or by an authorized deputy of said Director:

"CERTIFICATE OF AUTHENTICATION AND REGISTRATION

Pursuant to a Resolution duly adopted by the City Council of the City of Sacramento, this Bond has been issued on the registration date shown above in registered form to the registered owner of the bond named on the face of the Bond.

The Registrar, Transfer Agent, and Paying Agent for this Bond is the City of Sacramento, acting by and through the Director of Finance of said City.

Director of Finance"

At the time when the City executes the authentication certificate above shown, the City shall affix on the Bond at the place on the face of the Bond marked in printing "Registration Date:", and at the place immediately to the right of said words, and on the same line as said words, the date upon which the City has registered the Bond. The executing of the Authentication Certificate above shown, and the affixing of said registration date shall be a part of the complete act of authenticating and registering said Bond for issuance.

Only a Bond that bears such executed Certificate of Authentication and Registration shall be a valid Bond secured by the unpaid assessment described in said Bond, and levied on the land described in said Bond, and which is a parcel of land in the Assessment District named in the caption to this EXHIBIT A, and such executed Certificate of Authentication and Registration shall be conclusive evidence for all purposes.

C.

Registration and Transfer of Bonds

The City shall keep books for the registration, and for the registration of transfers, of bonds as provided in this Resolution. The transfer of any Bond may be registered only upon such books upon surrender thereof to the City, together with an assignment duly executed by the Owner or his attorney, or legal representative, in such form as shall be satisfactory to the City. Upon any such registration of transfer, the City shall execute and the City shall authenticate and deliver in exchange for such Bond a new Bond registered in the name of the transferee in the principal amount that is equal to the principal amount of the Bond so surrendered, and despite the principal amount of said Bond being the original principal amount for the Bond, the amount payable on the Bond shall be the amount paid on said Bond at the time of said registration of transfer.

D.

Ownership of Bonds

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal, and redemption premium, if any, of any such Bond, and the interest on any such Bond, and any penalties, shall be made only to or upon

the order of the registered owner thereof, or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the redemption premium, if any, and interest and penalties thereon to the extent of the sum or sums so paid.

E.

Mutilated, Destroyed, Stolen or Lost Bonds

In case any Bond for the Assessment District named in the caption to this EXHIBIT A shall become mutilated, the City shall cause to be executed, and the City shall authenticate and deliver, a new Bond of like amount, date and tenor (but the amount payable on said Bond shall only be the sum unpaid on said Bond at said time of re-issuance as shown on the account records of the City) in exchange and substitution for and upon the cancellation of such mutilated Bond, or if a said Bond shall become destroyed, stolen or lost, upon the owner's paying the reasonable expenses and charges of the City in connection therewith, and upon his filing with the City evidence satisfactory to the City that such Bond was destroyed, stolen or lost, and of his ownership thereof, and furnishing to the City with indemnity satisfactory to it, the City shall likewise authenticate and deliver such a new Bond.

F.

Cancellation of Bonds

All Bonds paid or redeemed, either at maturity or before maturity, shall be cancelled upon the payment or redemption of such Bonds and at the time when such payment or redemption is made. All Bonds cancelled under any of the provisions of this Resolution shall be destroyed by the Director of Finance, who shall execute a certificate in duplicate describing the Bonds so destroyed, and one executed certificate shall be filed with the Treasurer, and the other executed certificate shall be retained by the Director of Finance.

4

18

RESOLUTION NO. 87-825

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

IMPROVEMENT PROCEEDING NO. 5530
COBBLEWOOD
ASSESSMENT DISTRICT

APPROVED
BY THE CITY COUNCIL

OCT. 6 '87

OFFICE OF THE
CLERK

RESOLUTION OF AWARD

WHEREAS, On September 1, 1987, this Council, by its Resolution adopted on that date, did order the Clerk to advertise for bids for doing and constructing the public improvement work for

COBBLEWOOD ASSESSMENT DISTRICT

that this Council described in the Resolution of Intention it adopted on September 1, 1987, for Improvement Proceeding No. 5530, and

WHEREAS, this Council in said Resolution directing the Clerk to advertise for such bids, did direct the Clerk that she should receive all such bids at her office in the City Hall up to the hour of 10:30 o'clock A.M. on September 22, 1987, and therein also did direct the Clerk to publicly open all such bids shortly thereafter on said bid date in the Council Chambers of the City of Sacramento, and

WHEREAS, the Clerk has duly advertised for bids and has received them, and the Clerk has duly opened and examined and declared all bids, and has duly reported her findings respecting all bids received to this Council, and

WHEREAS, on October 6, 1987, this Council adopted its Resolution for Improvement Proceeding No. 5530, COBBLEWOOD ASSESSMENT DISTRICT, and therein ordered the public improvement work to be constructed that was described in said Resolution of Intention, and in the Report prepared pursuant to said Resolution of Intention, which Report this Council duly approved also in said Resolution adopted October 6, 1987.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO, STATE OF CALIFORNIA:

1. That this Council finds and determines that each of the recitals above is true, and finds and determines that the City Clerk has advertised for bids, and has received bids, and has publicly opened and declared all bids all in the time and in the manner that this Council did direct.

2. That the Director of Public Works-Superintendent of Streets has examined all bids that the Clerk did receive for the public improvement work described in the recitals to this Resolution, and he has made an analysis of said bids, and he has

made his recommendation thereon, and this Council is fully advised in all matters respecting said bids.

3. That the City Council of the City of Sacramento hereby rejects all of said bids, except that one next hereinafter mentioned and hereby declares and determines that the bid of the said bidder is the bid of the lowest regular, responsible bidder, and hereby awards the contract for said public improvement work to said bidder, to-wit:

TO: GRANITE CONSTRUCTION

4. That this Council hereby authorizes and directs the City Manager to execute a contract with GRANITE CONSTRUCTION on behalf of the City of Sacramento, binding said GRANITE CONSTRUCTION to do the work for Improvement Proceeding No. 5530, COBBLEWOOD ASSESSMENT DISTRICT, described in said Resolution of Intention, and in said Report and the unit prices in its bid.

5. That the Clerk is hereby directed to give written notice to said GRANITE CONSTRUCTION that the subject contract has been awarded to said GRANITE CONSTRUCTION.

This Resolution was passed and adopted by the City Council of the City of Sacramento, State of California, this 6th day of October, 1987.

Mayor

ATTEST:

City Clerk of the City of Sacramento

RESOLUTION NO. 87-826

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AMENDING THE CITY BUDGET
FOR FISCAL YEAR 1987-88
FOR COBBLEWOOD ASSESSMENT DISTRICT

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

1. The City Budget for the Cobblewood Assessment District for Fiscal Year 1987-88 is hereby amended by appropriating \$434,572 to 647-ASD-10AD-XXXX for the purpose of constructing public improvements in Cobblewood Assessment District, and to further pay all related incidental expenses.
2. The above appropriation increase is to be supported by revenue that is forthcoming from the sale of bonds to be issued against the district.
3. The Director of Finance is hereby authorized and directed to expend the sum of \$337,516 to Granite Construction Company for the improvements to be constructed in the Cobblewood Assessment District and \$97,056 for contingencies and incidental expenses.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE

001

OF THE
CLERK

IP5530.C.F

APPROVED
BY THE CITY COUNCIL

OCT 6 1987

OFFICE OF THE
CLERK

14
APPROVED
BY THE CITY COUNCIL

OCT 6 1987

OFFICE OF THE
CLERK

IMPROVEMENT PROCEEDING NO. 5530
COBBLEWOOD
ASSESSMENT DISTRICT

REVISED
REPORT

RESPECTING

IMPROVEMENT PROCEEDING NO. 5530

COBBLEWOOD

ASSESSMENT DISTRICT

MUNICIPAL IMPROVEMENT ACT OF 1913

Honorable City Council
City of Sacramento
State of California

INTRODUCTION

On September 1, 1987, in the course of Improvement Proceeding No. 5530 that you are conducting under the provisions of the MUNICIPAL IMPROVEMENT ACT OF 1913 you adopted a Resolution of Intention for an Assessment District to be designated

COBBLEWOOD
ASSESSMENT DISTRICT

In said Resolution of Intention you directed me to make the necessary Report to you that is provided for in Streets and Highways Code Section 10,204, which section is a portion of the Act above stated.

18

In accordance with your said directions, I am pleased to present this Report to you, which I have prepared in accordance with said Streets and Highways Code Section 10,204. You will note that I have prepared and included in this Report a proposed assessment in the form and style required by Section 10,204.

I have attached said Assessment to this Report in such a manner so that if, after complying with the procedures required by law, you should approve this Report, you may transmit the Assessment to the Superintendent of Streets of the City of Sacramento for recording in his office.

18

REPORT

Complying with Section 10,204(a)

I file herewith plans and specifications showing the full and detailed description of the proposed improvements to be constructed in

COBBLEWOOD
ASSESSMENT DISTRICT

The plans and specifications I refer to above bear my signature, and I have affixed to them the following legend:

"EXHIBIT A"

Plans and Specifications for improvements to be constructed in COBBLEWOOD ASSESSMENT DISTRICT and forming a part of Report dated September 1, 1987, prepared under Streets and Highways Code Section 10,204(a).

18

Complying with Section 10,204(b)

I report to you that a general description of works or appliances already installed and any other property necessary or convenient for the operation of the improvement are as follows:

No works, appliances or property are to be acquired in this proceeding.

18

Complying with Section 10,204(c)

I present herewith an estimate of the construction cost for the public improvement work proposed to be constructed under this proceeding, and an estimate of the engineering and inspection costs necessary for said work, and my estimate of the incidental expenses and contingencies necessary and proper in connection with the proceeding.

18

COBBLEWOOD
ASSESSMENT DISTRICT

Item No.	Description	Quantity	Unit Price	Amount
1.	Clearing and Grubbing	1 Job	\$ 5,000.00	\$ 5,000.00
2.	Excavation Grading	7,000 Cu. Yd.	1.50	10,500.00
3.	3-inch Asphaltic Concrete with 7-inch Aggregate Base to construct	24,140 Sq. Ft.	1.00	24,140.00
4.	2 1/2-inch Asphaltic Concrete with 6-inch Aggregate Base to construct	42,000 Sq. Ft.	.90	37,800.00
5.	Curb No. 13 to construct	4,260 Lin. Ft.	7.00	29,820.00
6.	Curb No. 4 to construct	172 Lin. Ft.	9.00	1,548.00
7.	3 1/2-inch Portland Concrete Cement Sidewalk to place	19,700 Sq. Ft.	1.30	25,610.00
8.	12-inch Drainage Pipe (Reinforced Concrete Pipe, Asphaltic Concrete Pipe) to place	1,668 Lin. Ft.	20.00	33,360.00
9.	15-inch Drainage Pipe (Reinforced Concrete Pipe, Asphaltic Concrete Pipe) to place	117 Lin. Ft.	24.00	2,808.00
10.	Type A Drop Inlet	15 Each	750.00	11,250.00
11.	Standard Manhole No. 3	6 Each	1,150.00	6,900.00
12.	Standard Manhole No. 3A	10 Each	1,450.00	14,500.00
13.	6-inch Vitrified Clay Pipe to Place	1,928 Lin. Ft.	17.00	32,776.00

18

Item No.	Description	Quantity	Unit Price	Amount
14.	6-inch Flusher Branch to place	2 Each	\$ 400.00	\$ 800.00
15.	4-inch Diameter Sewer Service	52 Each	625.00	32,500.00
16.	4-inch Gate Valve to place	4 Each	500.00	2,000.00
17.	6-inch Gate Valve to place	5 Each	560.00	2,800.00
18.	8-inch Gate Valve to place	4 Each	700.00	2,800.00
19.	Standard Fire Hydrant to place	5 Each	1,450.00	7,250.00
20.	4-inch Water Main to place	656 Lin. Ft.	7.00	4,597.00
21.	6-inch Water Main to place	212 Lin. Ft.	8.50	1,802.00
22.	8-inch Water Main to place	1,440 Lin. Ft.	14.50	20,880.00
23.	2-inch Diameter Blow-off Valve	4 Each	500.00	2,000.00
24.	1-inch Special Water Service	52 Each	240.00	12,480.00
25.	Temporary Street Sign	4 Each	250.00	1,000.00
26.	Street Lighting System Complete	1 Job	10,600.00	<u>10,600.00</u>
Total Contract Cost				\$337,516.00

18

Total Contract Cost (From Above)	\$337,516.00
Contingencies	15,000.00

Incidental Expenses:

Engineering and Inspection Fee per Ordinance No. 4150	\$23,004.90
Construction Engineering	28,000.00
Assessment Spread and Diagram Preparation	8,000.78
Bond Counsel Fee	7,050.32
Bond Printing Cost	1,000.00
Bond Registration and Bond Administration Cost	<u>15,000.00</u>

Total Incidental Expenses	<u>82,056.00</u>
------------------------------	------------------

Total Contract Cost and Incidental Expenses	\$434,572.00
---------------------------------------------------	--------------

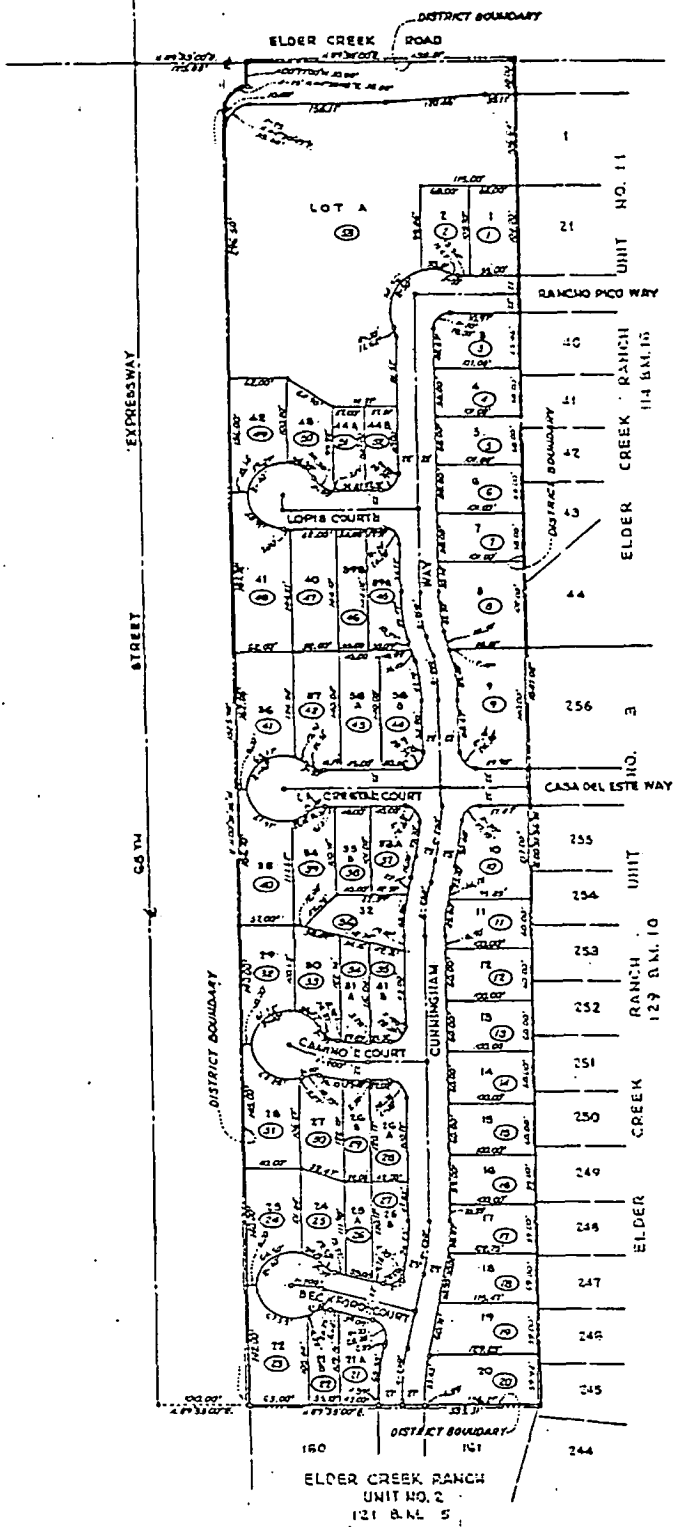
Bond Discount	<u>13,440.37</u>
---------------	------------------

Total Sum to be Assessed to Properties	\$448,012.37
----------------------------------------------	--------------

46

Complying with Section 10,204(d)

I attach hereto and mark "EXHIBIT B" a diagram showing the proposed Assessment District, and the boundaries, and the dimensions of the subdivisions of land within the District, and the same is entitled COBBLEWOOD ASSESSMENT DISTRICT, and I have given a separate number upon said diagram to each lot or subdivision shown thereon, and said number is encircled on said diagram.



NOTE:
MEASUREMENTS ALONG CURVED LINES ARE
CHORD MEASUREMENTS.

LEGEND:
②.....ASSESSMENT NUMBER

City of Sacramento
County of Sacramento
State of California
ASSESSMENT DIAGRAM
COBBLEWOOD ASSESSMENT DISTRICT
SCALE: 1" = 100'
SHEET 1 OF 1

EXHIBIT "B"

16

Complying with Section 10,204(e)

I attach hereto a proposed Assessment.

I have allocated the total amount of the estimated cost of the public improvement work proposed to be constructed in this proceeding, and my estimate of the contingency expenses, and my estimate of the Engineering and Incidental Expenses of this proceeding to and upon each of the several lots or subdivisions of land in the proposed Assessment District.

I have so assessed each said lot or subdivision in proportion to my estimate of the benefit to be received by each of said lots or subdivisions from said construction expenses, and said Engineering and Incidental Expenses, and I have in said Assessment referred to each of said lots or subdivisions by their respective numbers that I assigned to them in preparing the diagram mentioned above under my Report respecting Streets and Highways Code Section 10,204(d).

Dated: September 1, 1987.

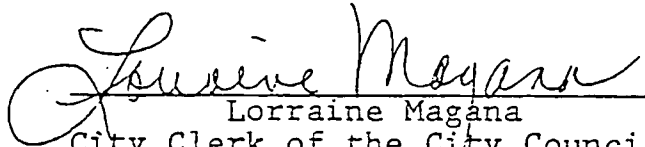
Melvin H. Johnson

Melvin H. Johnson
Director of Public Works-Superintendent
of Streets of the City of Sacramento,
California

16

CERTIFICATE
RE:
CITY CLERK'S RECEIPT OF REPORT

I, the City Clerk of the City of Sacramento,
California, do hereby certify that the foregoing Report was filed
with me on September 1, , 1987.



Lorraine Magana
City Clerk of the City Council of
the City of Sacramento

14
IMPROVEMENT PROCEEDING NO. 5530
COBBLEWOOD
ASSESSMENT DISTRICT

A S S E S S M E N T

I, MELVIN H. JOHNSON, Director of Public Works-Superintendent of Streets of the City of Sacramento, State of California, acting under the terms and provisions of the MUNICIPAL IMPROVEMENT ACT OF 1913, and as the person duly appointed by the City Council of the City of Sacramento, California, to prepare a proposed Assessment under said Act showing the total of all costs and Incidental Expenses for the construction of certain public improvement work, all of which is duly described in the following Resolution of said Council:

Resolution of Intention
adopted

September 1, 1987
for
Improvement Proceeding
No. 5530

COBBLEWOOD
ASSESSMENT DISTRICT

do hereby assess

13

(a) Said total amount of costs I have determined for the public improvement work that is described in said Resolution of Intention for Improvement Proceeding No. 5530, and that the City of Sacramento proposed to construct in proceedings under said Act, and

(b) All of the Engineering and Incidental Expenses for, and all the project contingencies arising out of, the proceedings under said Act,

all of which I have estimated and determined, and I hereinafter show below, viz:

14

COBBLEWOOD
ASSESSMENT DISTRICT

Item No.	Description	Quantity	Unit Price	Amount
1.	Clearing and Grubbing	1 Job	\$ 5,000.00	\$ 5,000.00
2.	Excavation Grading	7,000 Cu. Yd.	1.50	10,500.00
3.	3-inch Asphaltic Concrete with 7-inch Aggregate Base to construct	24,140 Sq. Ft.	1.00	24,140.00
4.	2 1/2-inch Asphaltic Concrete with 6-inch Aggregate Base to construct	42,000 Sq. Ft.	.90	37,800.00
5.	Curb No. 13 to construct	4,260 Lin. Ft.	7.00	29,820.00
6.	Curb No. 4 to construct	172 Lin. Ft.	9.00	1,548.00
7.	3 1/2-inch Portland Concrete Cement Sidewalk to place	19,700 Sq. Ft.	1.30	25,610.00
8.	12-inch Drainage Pipe (Reinforced Concrete Pipe, Asphaltic Concrete Pipe) to place	1,668 Lin. Ft.	20.00	33,360.00
9.	15-inch Drainage Pipe (Reinforced Concrete Pipe, Asphaltic Concrete Pipe) to place	117 Lin. Ft.	24.00	2,808.00
10.	Type A Drop Inlet	15 Each	750.00	11,250.00
11.	Standard Manhole No. 3	6 Each	1,150.00	6,900.00
12.	Standard Manhole No. 3A	10 Each	1,450.00	14,500.00
13.	6-inch Vitrified Clay Pipe to Place	1,928 Lin. Ft.	17.00	32,776.00

18

Item No.	Description	Quantity	Unit Price	Amount
14.	6-inch Flusher Branch to place	2 Each	\$ 400.00	\$ 800.00
15.	4-inch Diameter Sewer Service	52 Each	625.00	32,500.00
16.	4-inch Gate Valve to place	4 Each	500.00	2,000.00
17.	6-inch Gate Valve to place	5 Each	560.00	2,800.00
18.	8-inch Gate Valve to place	4 Each	700.00	2,800.00
19.	Standard Fire Hydrant to place	5 Each	1,450.00	7,250.00
20.	4-inch Water Main to place	656 Lin. Ft.	7.00	4,597.00
21.	6-inch Water Main to place	212 Lin. Ft.	8.50	1,802.00
22.	8-inch Water Main to place	1,440 Lin. Ft.	14.50	20,880.00
23.	2-inch Diameter Blow-off Valve	4 Each	500.00	2,000.00
24.	1-inch Special Water Service	52 Each	240.00	12,480.00
25.	Temporary Street Sign	4 Each	250.00	1,000.00
26.	Street Lighting System Complete	1 Job	10,600.00	<u>10,600.00</u>
Total Contract Cost				\$337,516.00

14

Total Contract Cost (From Above)	\$337,516.00
Contingencies	15,000.00

Incidental Expenses:

Engineering and Inspection Fee per Ordinance No. 4150	\$23,004.90
Construction Engineering	28,000.00
Assessment Spread and Diagram Preparation	8,000.78
Bond Counsel Fee	7,050.32
Bond Printing Cost	1,000.00
Bond Registration and Bond Administration Cost	<u>15,000.00</u>

Total Incidental Expenses	<u>82,056.00</u>
------------------------------	------------------

Total Contract Cost and Incidental Expenses	\$434,572.00
---------------------------------------------------	--------------

Bond Discount	<u>13,440.37</u>
---------------	------------------

Total Sum to be Assessed to Properties	\$448,012.37
----------------------------------------------	--------------

CB

And I hereby allocate said Total Amount to be assessed last above stated to each separate parcel, lot or subdivision of land within the Assessment District shown on the Diagram attached hereto in proportion to the benefits that I estimate each of them received from said work, incidental expenses and contingencies.

And I hereinafter set forth

1. A separate "Assessment Number" that I have allocated to each separate parcel, lot or subdivision of land within said District, and each such assessment number so shown herein corresponds with the number identical thereto, and shown encircled on the Diagram attached hereto, and
2. A real property description for each such "Assessment Number" which description is the legal description of that separate parcel, lot or subdivision bearing the identical number shown encircled on the Diagram attached hereto, and
3. An amount of money set forth after each such "Assessment Number" and description, which is the amount that I assess for benefits received on the separate parcel, lot or subdivision bearing the identical number shown encircled on the Diagram attached hereto, to-wit:

[Handwritten initials]

Assess- ment No.	Parcel No.	Description	Amount Assessed
1	040-0260-001	Lot 1 of Cobblewood	\$ 6,650.07
2	040-0260-002	Lot 2 of Cobblewood	7,373.11
3	040-0260-003	Lot 3 of Cobblewood	13,256.60
4	040-0260-004	Lot 4 of Cobblewood	7,012.79
5	040-0260-005	Lot 5 of Cobblewood	7,012.79
6	040-0260-006	Lot 6 of Cobblewood	7,012.79
7	040-0260-007	Lot 7 of Cobblewood	7,012.79
8	040-0260-008	Lot 8 of Cobblewood	9,420.11
9	040-0260-009	Lot 9 of Cobblewood	17,402.62
10	040-0260-010	Lot 10 of Cobblewood	15,168.19
11	040-0260-011	Lot 11 of Cobblewood	7,287.28
12	040-0260-012	Lot 12 of Cobblewood	7,254.61
13	040-0260-013	Lot 13 of Cobblewood	7,254.61
14	040-0260-014	Lot 14 of Cobblewood	7,254.61
15	040-0260-015	Lot 15 of Cobblewood	7,254.61
16	040-0260-016	Lot 16 of Cobblewood	7,133.70
17	040-0260-017	Lot 17 of Cobblewood	7,149.43
18	040-0260-018	Lot 18 of Cobblewood	7,300.56
19	040-0260-019	Lot 19 of Cobblewood	7,340.47
20	040-0260-020	Lot 20 of Cobblewood	7,276.37
21	040-0260-021	Lot 21A of Cobblewood	8,304.12
22	040-0260-022	Lot 21B of Cobblewood	8,304.12

14

Assess- ment No.	Parcel No.	Description	Amount Assessed
23	040-0260-023	Lot 22 of Cobblewood	\$ 9,719.99
24	040-0260-024	Lot 23 of Cobblewood	9,070.68
25	040-0260-025	Lot 24 of Cobblewood	7,027.31
26	040-0260-026	Lot 25A of Cobblewood	7,305.39
27	040-0260-027	Lot 25B of Cobblewood	7,305.39
28	040-0260-028	Lot 26A of Cobblewood	7,720.13
29	040-0260-029	Lot 26B of Cobblewood	7,720.13
30	040-0260-030	Lot 27 of Cobblewood	6,098.71
31	040-0260-031	Lot 28 of Cobblewood	8,820.40
32	040-0260-032	Lot 29 of Cobblewood	8,448.00
33	040-0260-033	Lot 30 of Cobblewood	7,905.12
34	040-0260-034	Lot 31A of Cobblewood	7,286.04
35	040-0260-035	Lot 31B of Cobblewood	7,286.04
36	040-0260-036	Lot 32 of Cobblewood	8,347.65
37	040-0260-037	Lot 33A of Cobblewood	8,807.10
38	040-0260-038	Lot 33B of Cobblewood	8,807.10
39	040-0260-039	Lot 34 of Cobblewood	6,350.22
40	040-0260-040	Lot 35 of Cobblewood	8,560.44
41	040-0260-041	Lot 36 of Cobblewood	9,210.93
42	040-0260-042	Lot 37 of Cobblewood	6,795.14
43	040-0260-043	Lot 38A of Cobblewood	9,640.20
44	040-0260-044	Lot 38B of Cobblewood	9,640.20

14

Assess- ment No.	Parcel No.	Description	Amount Assessed
45	040-0260-045	Lot 39A of Cobblewood	\$ 8,486.70
46	040-0260-046	Lot 39B of Cobblewood	8,486.70
47	040-0260-047	Lot 40 of Cobblewood	6,287.33
48	040-0260-048	Lot 41 of Cobblewood	8,853.05
49	040-0260-049	Lot 42 of Cobblewood	8,038.10
50	040-0260-050	Lot 43 of Cobblewood	7,885.76
51	040-0260-051	Lot 44A of Cobblewood	7,126.45
52	040-0260-052	Lot 44B of Cobblewood	7,126.45
53	040-0260-053	Lot A of Cobblewood	<u>21,413.17</u>

TOTAL AMOUNT TO BE
ASSESSED AGAINST LANDS IN THE
DISTRICT

\$448,012.37

18

IN THE FOREGOING, the subdivision of land referred to
is more particularly described as follows:

Plat of Cobblewood, according to the official
plat thereof, filed in the office of the
Recorder of Sacramento, California, in
Book 178 of Maps, Map No. 5.

18
HEREIN the sign ° means "degrees", the sign ' means "minutes", the sign " means "seconds" when said sign is used in the designation of the bearing of a line, and when said sign is not used in the designation of the bearing of a line, the sign is used to duplicate that which is written immediately above said sign; the sign \$ means "dollars", and the abbreviation "No." means "Number".

SIGNED AT SAID CITY OF SACRAMENTO, STATE OF CALIFORNIA, THIS
1st DAY OF September, 1987.

Melvin H. Johnson

Melvin H. Johnson
Director of Public Works-Superintendent
of Streets of the City of Sacramento,
California

18

CERTIFICATE
OF
DIRECTOR OF PUBLIC WORKS-SUPERINTENDENT OF STREETS

I certify that the foregoing Assessment contains all of the changes that the City Council of the City of Sacramento, California, ordered by its Resolution for Improvement Proceeding No. 5530, COBBLEWOOD ASSESSMENT DISTRICT, adopted October 6th, 1987.

Melvin H. Johnson
Director of Public Works-Superintendent
of Streets of the City of Sacramento,
California

16

CERTIFICATE
RE:
CITY COUNCIL'S ACTION ON REPORT
AND
AUTHENTICATION
OF
ASSESSMENT AND DIAGRAM

(Certificate For Report)

I, LORRAINE MAGANA, Clerk of the City Council of the City of Sacramento, California, do certify hereby that on September 1, 1987, the Director of Public Works-Superintendent of Streets of this City, acting at the direction of the said City Council, which said direction was contained in said Council's Resolution of Intention for Improvement Proceeding No. 5530, COBBLEWOOD ASSESSMENT DISTRICT, adopted September 1, 1987, filed a Report in my office pursuant to the provisions of the MUNICIPAL IMPROVEMENT ACT OF 1913, and that said Report contained the Assessment and Diagram to which this Certificate is affixed.

I further certify that on October 6th, 1987, the said City Council adopted its Resolution for Improvement Proceeding No. 5530, COBBLEWOOD ASSESSMENT DISTRICT, and thereby approved this Report, and confirmed and approved said Assessment and Diagram with the modifications in said Report and in said Assessment, which said Council therein ordered to be made.

(Certificate For Assessment and Diagram)

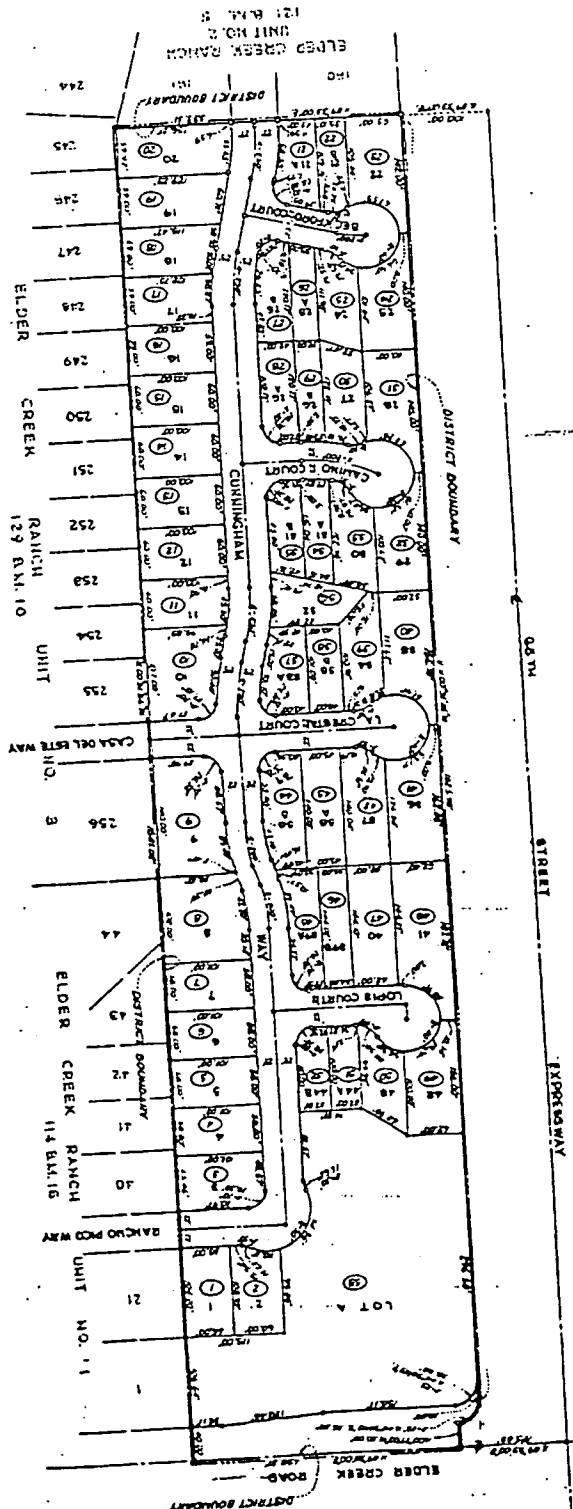
I further certify that the Assessment and the Diagram to which this Certificate is affixed is the same Assessment and Diagram that the Director of Public Works-Superintendent of Streets filed in my office as aforesaid, and I certify that the Assessment contains all of the modifications and revisions in it that the said Council ordered to be made in it by its Resolution confirming said Assessment.

Dated: October 6th, 1987.

Lorraine Magana
Clerk of the City Council
City of Sacramento, California

City of Sacramento
County of Sacramento
State of California
ASSESSMENT DIAGRAM
COBBLEWOOD ASSESSMENT DISTRICT

SCALE: 1" = 100'
SHEET 1 OF 1



LEGEND:
② ASSESSMENT NUMBER

NOTE:
MEASUREMENTS ALONG CURVED LINES ARE
CHORD MEASUREMENTS.



18


18

RECORDING STATEMENT
OF
DIRECTOR OF PUBLIC WORKS-SUPERINTENDENT OF STREETS

I, MELVIN H. JOHNSON, Director of Public Works-Superintendent of Streets of the City of Sacramento, California, acting pursuant to Section 10,401 of the Streets and Highways Code of the State of California, do hereby declare that the foregoing Assessment and Diagram for

COBBLEWOOD
ASSESSMENT DISTRICT

was recorded in my office on October 7th, 1987, in Street Assessment Book No. 28, at Pages 1 to 3, inclusive.



Melvin H. Johnson
Director of Public Works-Superintendent
of Streets of the City of Sacramento,
California

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 203, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:30 a.m. on Sept. 22, 1987 and opened at 10:30 a.m., or as soon thereafter as business allows, in the Council Chambers, City Hall for construction of:

COBBLEWOOD ASSESSMENT DISTRICT
(JN:9879)

as set forth in the Construction Documents adopted September 1, 1987 by the City of Sacramento.

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

Bids must be submitted on printed forms supplied by the City Clerk, for a non-refundable fee of \$20 , to prospective bidders and enclosed in an envelope marked: Sealed Proposal for:

COBBLEWOOD ASSESSMENT DISTRICT
(JN:9879)

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

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

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

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

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

LORRAINE MAGANA
CITY CLERK

FILED

SEP 22 1987

EA4-01.D

By the
Office of the City Clerk

IMPROVEMENT PROCEEDING NO. 5530
COBBLEWOOD
ASSESSMENT DISTRICT

REVISED
REPORT

RESPECTING

IMPROVEMENT PROCEEDING NO. 5530

COBBLEWOOD

ASSESSMENT DISTRICT

MUNICIPAL IMPROVEMENT ACT OF 1913

Honorable City Council
City of Sacramento
State of California

INTRODUCTION

On September 1, 1987, in the course of Improvement Proceeding No. 5530 that you are conducting under the provisions of the MUNICIPAL IMPROVEMENT ACT OF 1913 you adopted a Resolution of Intention for an Assessment District to be designated

COBBLEWOOD
ASSESSMENT DISTRICT

In said Resolution of Intention you directed me to make the necessary Report to you that is provided for in Streets and Highways Code Section 10,204, which section is a portion of the Act above stated.

In accordance with your said directions, I am pleased to present this Report to you, which I have prepared in accordance with said Streets and Highways Code Section 10,204. You will note that I have prepared and included in this Report a proposed assessment in the form and style required by Section 10,204.

I have attached said Assessment to this Report in such a manner so that if, after complying with the procedures required by law, you should approve this Report, you may transmit the Assessment to the Superintendent of Streets of the City of Sacramento for recording in his office.

REPORT

Complying with Section 10,204(a)

I file herewith plans and specifications showing the full and detailed description of the proposed improvements to be constructed in

COBBLEWOOD
ASSESSMENT DISTRICT

The plans and specifications I refer to above bear my signature, and I have affixed to them the following legend:

"EXHIBIT A"

Plans and Specifications for improvements to be constructed in COBBLEWOOD ASSESSMENT DISTRICT and forming a part of Report dated September 1, 1987, prepared under Streets and Highways Code Section 10,204(a).

Complying with Section 10,204(b)

I report to you that a general description of works or appliances already installed and any other property necessary or convenient for the operation of the improvement are as follows:

No works, appliances or property are to be acquired in this proceeding.

Complying with Section 10,204(c)

I present herewith an estimate of the construction cost for the public improvement work proposed to be constructed under this proceeding, and an estimate of the engineering and inspection costs necessary for said work, and my estimate of the incidental expenses and contingencies necessary and proper in connection with the proceeding.

COBBLEWOOD
ASSESSMENT DISTRICT

Item No.	Description	Quantity	Unit Price	Amount
1.	Clearing and Grubbing	1 Job	\$ 5,000.00	\$ 5,000.00
2.	Excavation Grading	7,000 Cu. Yd.	1.50	10,500.00
3.	3-inch Asphaltic Concrete with 7-inch Aggregate Base to construct	24,140 Sq. Ft.	1.00	24,140.00
4.	2 1/2-inch Asphaltic Concrete with 6-inch Aggregate Base to construct	42,000 Sq. Ft.	.90	37,800.00
5.	Curb No. 13 to construct	4,260 Lin. Ft.	7.00	29,820.00
6.	Curb No. 4 to construct	172 Lin. Ft.	9.00	1,548.00
7.	3 1/2-inch Portland Concrete Cement Sidewalk to place	19,700 Sq. Ft.	1.30	25,610.00
8.	12-inch Drainage Pipe (Reinforced Concrete Pipe, Asphaltic Concrete Pipe) to place	1,668 Lin. Ft.	20.00	33,360.00
9.	15-inch Drainage Pipe (Reinforced Concrete Pipe, Asphaltic Concrete Pipe) to place	117 Lin. Ft.	24.00	2,808.00
10.	Type A Drop Inlet	15 Each	750.00	11,250.00
11.	Standard Manhole No. 3	6 Each	1,150.00	6,900.00
12.	Standard Manhole No. 3A	10 Each	1,450.00	14,500.00
13.	6-inch Vitrified Clay Pipe to Place	1,928 Lin. Ft.	17.00	32,776.00

Item No.	Description	Quantity	Unit Price	Amount
14.	6-inch Flusher Branch to place	2 Each	\$ 400.00	\$ 800.00
15.	4-inch Diameter Sewer Service	52 Each	625.00	32,500.00
16.	4-inch Gate Valve to place	4 Each	500.00	2,000.00
17.	6-inch Gate Valve to place	5 Each	560.00	2,800.00
18.	8-inch Gate Valve to place	4 Each	700.00	2,800.00
19.	Standard Fire Hydrant to place	5 Each	1,450.00	7,250.00
20.	4-inch Water Main to place	656 Lin. Ft.	7.00	4,597.00
21.	6-inch Water Main to place	212 Lin. Ft.	8.50	1,802.00
22.	8-inch Water Main to place	1,440 Lin. Ft.	14.50	20,880.00
23.	2-inch Diameter Blow-off Valve	4 Each	500.00	2,000.00
24.	1-inch Special Water Service	52 Each	240.00	12,480.00
25.	Temporary Street Sign	4 Each	250.00	1,000.00
26.	Street Lighting System Complete	1 Job	10,600.00	<u>10,600.00</u>
Total Contract Cost				\$337,516.00

Total Contract Cost (From Above)	\$337,516.00
Contingencies	15,000.00

Incidental Expenses:

Engineering and Inspection Fee per Ordinance No. 4150	\$23,004.90
Construction Engineering	28,000.00
Assessment Spread and Diagram Preparation	8,000.78
Bond Counsel Fee	7,050.32
Bond Printing Cost	1,000.00
Bond Registration and Bond Administration Cost	<u>15,000.00</u>

Total Incidental Expenses	<u>82,056.00</u>
------------------------------	------------------

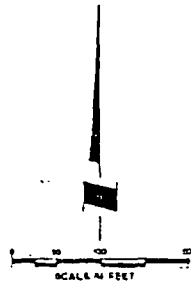
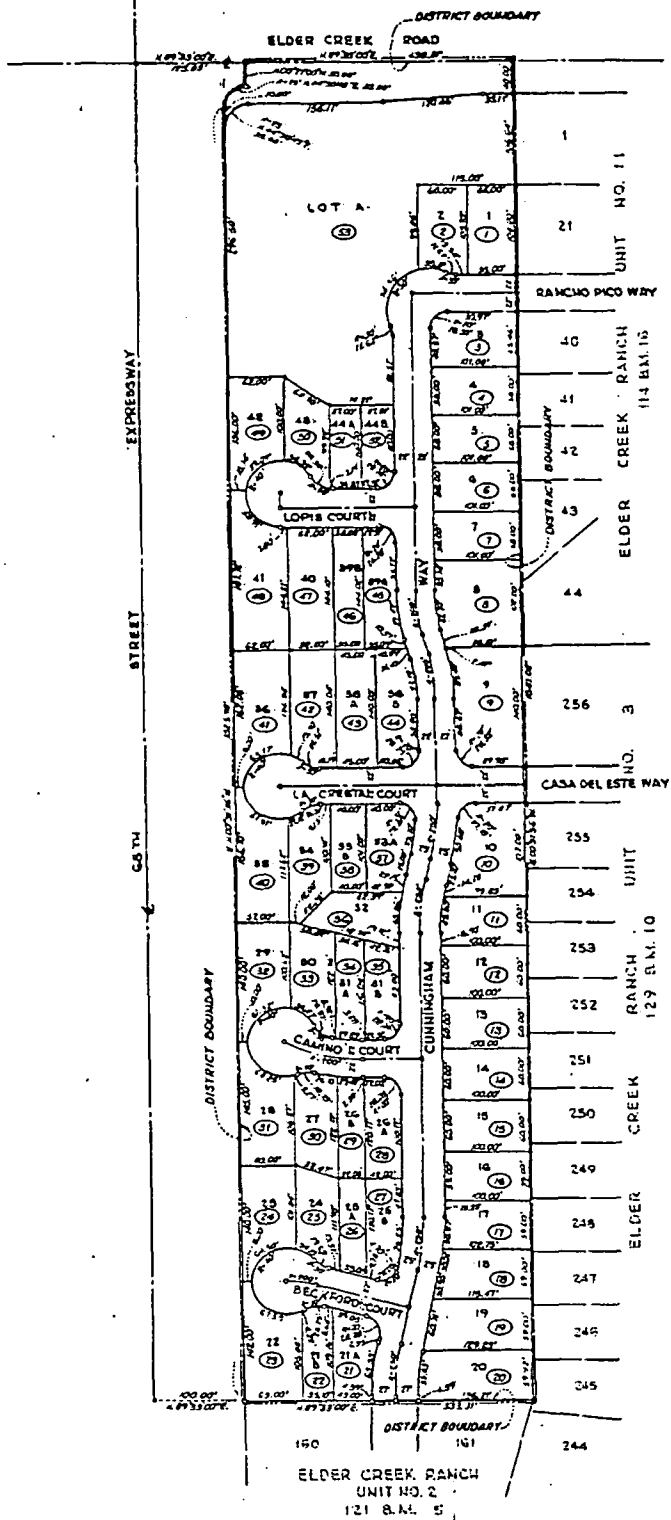
Total Contract Cost and Incidental Expenses	\$434,572.00
---------------------------------------------------	--------------

Bond Discount	<u>13,440.37</u>
---------------	------------------

Total Sum to be Assessed to Properties	\$448,012.37
----------------------------------------------	--------------

Complying with Section 10,204(d)

I attach hereto and mark "EXHIBIT B" a diagram showing the proposed Assessment District, and the boundaries, and the dimensions of the subdivisions of land within the District, and the same is entitled COBBLEWOOD ASSESSMENT DISTRICT, and I have given a separate number upon said diagram to each lot or subdivision shown thereon, and said number is encircled on said diagram.



NOTE:
MEASUREMENTS ALONG CURVED LINES ARE
CHORD MEASUREMENTS.

LEGEND:
②.....ASSESSMENT NUMBER

City of Sacramento
County of Sacramento
State of California
ASSESSMENT DIAGRAM
COBBLEWOOD ASSESSMENT DISTRICT
SCALE: 1" = 100'
SHEET 1 OF 1.

EXHIBIT "B"

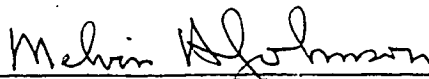
Complying with Section 10,204(e)

I attach hereto a proposed Assessment.

I have allocated the total amount of the estimated cost of the public improvement work proposed to be constructed in this proceeding, and my estimate of the contingency expenses, and my estimate of the Engineering and Incidental Expenses of this proceeding to and upon each of the several lots or subdivisions of land in the proposed Assessment District.

I have so assessed each said lot or subdivision in proportion to my estimate of the benefit to be received by each of said lots or subdivisions from said construction expenses, and said Engineering and Incidental Expenses, and I have in said Assessment referred to each of said lots or subdivisions by their respective numbers that I assigned to them in preparing the diagram mentioned above under my Report respecting Streets and Highways Code Section 10,204(d).

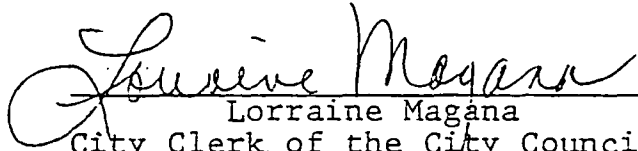
Dated: September 1, , 1987.



Melvin H. Johnson
Director of Public Works-Superintendent
of Streets of the City of Sacramento,
California

CERTIFICATE
RE:
CITY CLERK'S RECEIPT OF REPORT

I, the City Clerk of the City of Sacramento,
California, do hereby certify that the foregoing Report was filed
with me on September 1,, 1987.



Lorraine Magana
City Clerk of the City Council of
the City of Sacramento

IMPROVEMENT PROCEEDING NO. 5530
COBBLEWOOD
ASSESSMENT DISTRICT

A S S E S S M E N T

I, MELVIN H. JOHNSON, Director of Public Works-
Superintendent of Streets of the City of Sacramento, State of
California, acting under the terms and provisions of the MUNICIPAL
IMPROVEMENT ACT OF 1913, and as the person duly appointed by the
City Council of the City of Sacramento, California, to prepare a
proposed Assessment under said Act showing the total of all costs
and Incidental Expenses for the construction of certain public
improvement work, all of which is duly described in the following
Resolution of said Council:

Resolution of Intention
adopted

September 1, 1987
for
Improvement Proceeding
No. 5530

COBBLEWOOD
ASSESSMENT DISTRICT

do hereby assess

(a) Said total amount of costs I have determined for the public improvement work that is described in said Resolution of Intention for Improvement Proceeding No. 5530, and that the City of Sacramento proposed to construct in proceedings under said Act, and

(b) All of the Engineering and Incidental Expenses for, and all the project contingencies arising out of, the proceedings under said Act,

all of which I have estimated and determined, and I hereinafter show below, viz:

COBBLEWOOD
ASSESSMENT DISTRICT

Item No.	Description	Quantity	Unit Price	Amount
1.	Clearing and Grubbing	1 Job	\$ 5,000.00	\$ 5,000.00
2.	Excavation Grading	7,000 Cu. Yd.	1.50	10,500.00
3.	3-inch Asphaltic Concrete with 7-inch Aggregate Base to construct	24,140 Sq. Ft.	1.00	24,140.00
4.	2 1/2-inch Asphaltic Concrete with 6-inch Aggregate Base to construct	42,000 Sq. Ft.	.90	37,800.00
5.	Curb No. 13 to construct	4,260 Lin. Ft.	7.00	29,820.00
6.	Curb No. 4 to construct	172 Lin. Ft.	9.00	1,548.00
7.	3 1/2-inch Portland Concrete Cement Sidewalk to place	19,700 Sq. Ft.	1.30	25,610.00
8.	12-inch Drainage Pipe (Reinforced Concrete Pipe, Asphaltic Concrete Pipe) to place	1,668 Lin. Ft.	20.00	33,360.00
9.	15-inch Drainage Pipe (Reinforced Concrete Pipe, Asphaltic Concrete Pipe) to place	117 Lin. Ft.	24.00	2,808.00
10.	Type A Drop Inlet	15 Each	750.00	11,250.00
11.	Standard Manhole No. 3	6 Each	1,150.00	6,900.00
12.	Standard Manhole No. 3A	10 Each	1,450.00	14,500.00
13.	6-inch Vitrified Clay Pipe to Place	1,928 Lin. Ft.	17.00	32,776.00

Item No.	Description	Quantity	Unit Price	Amount
14.	6-inch Flusher Branch to place	2 Each	\$ 400.00	\$ 800.00
15.	4-inch Diameter Sewer Service	52 Each	625.00	32,500.00
16.	4-inch Gate Valve to place	4 Each	500.00	2,000.00
17.	6-inch Gate Valve to place	5 Each	560.00	2,800.00
18.	8-inch Gate Valve to place	4 Each	700.00	2,800.00
19.	Standard Fire Hydrant to place	5 Each	1,450.00	7,250.00
20.	4-inch Water Main to place	656 Lin. Ft.	7.00	4,597.00
21.	6-inch Water Main to place	212 Lin. Ft.	8.50	1,802.00
22.	8-inch Water Main to place	1,440 Lin. Ft.	14.50	20,880.00
23.	2-inch Diameter Blow-off Valve	4 Each	500.00	2,000.00
24.	1-inch Special Water Service	52 Each	240.00	12,480.00
25.	Temporary Street Sign	4 Each	250.00	1,000.00
26.	Street Lighting System Complete	1 Job	10,600.00	<u>10,600.00</u>
			Total Contract Cost	\$337,516.00

Total Contract Cost (From Above)	\$337,516.00
-------------------------------------	--------------

Contingencies	15,000.00
---------------	-----------

Incidental Expenses:

Engineering and Inspection Fee per Ordinance No. 4150	\$23,004.90
----------------------------------------------------------	-------------

Construction Engineering	28,000.00
--------------------------	-----------

Assessment Spread and Diagram Preparation	8,000.78
----------------------------------------------	----------

Bond Counsel Fee	7,050.32
------------------	----------

Bond Printing Cost	1,000.00
--------------------	----------

Bond Registration and Bond Administration Cost	<u>15,000.00</u>
---------------------------------------------------	------------------

Total Incidental Expenses	<u>82,056.00</u>
------------------------------	------------------

Total Contract Cost and Incidental Expenses	\$434,572.00
---------------------------------------------------	--------------

Bond Discount	<u>13,440.37</u>
---------------	------------------

Total Sum to be Assessed to Properties	\$448,012.37
----------------------------------------------	--------------

And I hereby allocate said Total Amount to be assessed last above stated to each separate parcel, lot or subdivision of land within the Assessment District shown on the Diagram attached hereto in proportion to the benefits that I estimate each of them received from said work, incidental expenses and contingencies.

And I hereinafter set forth

1. A separate "Assessment Number" that I have allocated to each separate parcel, lot or subdivision of land within said District, and each such assessment number so shown herein corresponds with the number identical thereto, and shown encircled on the Diagram attached hereto, and
2. A real property description for each such "Assessment Number" which description is the legal description of that separate parcel, lot or subdivision bearing the identical number shown encircled on the Diagram attached hereto, and
3. An amount of money set forth after each such "Assessment Number" and description, which is the amount that I assess for benefits received on the separate parcel, lot or subdivision bearing the identical number shown encircled on the Diagram attached hereto, to-wit:

Assess- ment No.	Parcel No.	Description	Amount Assessed
1	040-0260-001	Lot 1 of Cobblewood	\$ 6,650.07
2	040-0260-002	Lot 2 of Cobblewood	7,373.11
3	040-0260-003	Lot 3 of Cobblewood	13,256.60
4	040-0260-004	Lot 4 of Cobblewood	7,012.79
5	040-0260-005	Lot 5 of Cobblewood	7,012.79
6	040-0260-006	Lot 6 of Cobblewood	7,012.79
7	040-0260-007	Lot 7 of Cobblewood	7,012.79
8	040-0260-008	Lot 8 of Cobblewood	9,420.11
9	040-0260-009	Lot 9 of Cobblewood	17,402.62
10	040-0260-010	Lot 10 of Cobblewood	15,168.19
11	040-0260-011	Lot 11 of Cobblewood	7,287.28
12	040-0260-012	Lot 12 of Cobblewood	7,254.61
13	040-0260-013	Lot 13 of Cobblewood	7,254.61
14	040-0260-014	Lot 14 of Cobblewood	7,254.61
15	040-0260-015	Lot 15 of Cobblewood	7,254.61
16	040-0260-016	Lot 16 of Cobblewood	7,133.70
17	040-0260-017	Lot 17 of Cobblewood	7,149.43
18	040-0260-018	Lot 18 of Cobblewood	7,300.56
19	040-0260-019	Lot 19 of Cobblewood	7,340.47
20	040-0260-020	Lot 20 of Cobblewood	7,276.37
21	040-0260-021	Lot 21A of Cobblewood	8,304.12
22	040-0260-022	Lot 21B of Cobblewood	8,304.12

Assess- ment No.	Parcel No.	Description	Amount Assessed
23	040-0260-023	Lot 22 of Cobblewood	\$ 9,719.99
24	040-0260-024	Lot 23 of Cobblewood	9,070.68
25	040-0260-025	Lot 24 of Cobblewood	7,027.31
26	040-0260-026	Lot 25A of Cobblewood	7,305.39
27	040-0260-027	Lot 25B of Cobblewood	7,305.39
28	040-0260-028	Lot 26A of Cobblewood	7,720.13
29	040-0260-029	Lot 26B of Cobblewood	7,720.13
30	040-0260-030	Lot 27 of Cobblewood	6,098.71
31	040-0260-031	Lot 28 of Cobblewood	8,820.40
32	040-0260-032	Lot 29 of Cobblewood	8,448.00
33	040-0260-033	Lot 30 of Cobblewood	7,905.12
34	040-0260-034	Lot 31A of Cobblewood	7,286.04
35	040-0260-035	Lot 31B of Cobblewood	7,286.04
36	040-0260-036	Lot 32 of Cobblewood	8,347.65
37	040-0260-037	Lot 33A of Cobblewood	8,807.10
38	040-0260-038	Lot 33B of Cobblewood	8,807.10
39	040-0260-039	Lot 34 of Cobblewood	6,350.22
40	040-0260-040	Lot 35 of Cobblewood	8,560.44
41	040-0260-041	Lot 36 of Cobblewood	9,210.93
42	040-0260-042	Lot 37 of Cobblewood	6,795.14
43	040-0260-043	Lot 38A of Cobblewood	9,640.20
44	040-0260-044	Lot 38B of Cobblewood	9,640.20

Assess- ment No.	Parcel No.	Description	Amount Assessed
45	040-0260-045	Lot 39A of Cobblewood	\$ 8,486.70
46	040-0260-046	Lot 39B of Cobblewood	8,486.70
47	040-0260-047	Lot 40 of Cobblewood	6,287.33
48	040-0260-048	Lot 41 of Cobblewood	8,853.05
49	040-0260-049	Lot 42 of Cobblewood	8,038.10
50	040-0260-050	Lot 43 of Cobblewood	7,885.76
51	040-0260-051	Lot 44A of Cobblewood	7,126.45
52	040-0260-052	Lot 44B of Cobblewood	7,126.45
53	040-0260-053	Lot A of Cobblewood	<u>21,413.17</u>

TOTAL AMOUNT TO BE
ASSESSED AGAINST LANDS IN THE
DISTRICT

\$448,012.37

IN THE FOREGOING, the subdivision of land referred to
is more particularly described as follows:

Plat of Cobblewood, according to the official
plat thereof, filed in the office of the
Recorder of Sacramento, California, in
Book 178 of Maps, Map No. 5.

HEREIN the sign ° means "degrees", the sign ' means "minutes", the sign " means "seconds" when said sign is used in the designation of the bearing of a line, and when said sign is not used in the designation of the bearing of a line, the sign is used to duplicate that which is written immediately above said sign; the sign \$ means "dollars", and the abbreviation "No." means "Number".

SIGNED AT SAID CITY OF SACRAMENTO, STATE OF CALIFORNIA, THIS

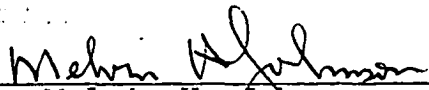
1st DAY OF September, 1987.



Melvin H. Johnson
Director of Public Works-Superintendent
of Streets of the City of Sacramento,
California

CERTIFICATE
OF
DIRECTOR OF PUBLIC WORKS-SUPERINTENDENT OF STREETS

I certify that the foregoing Assessment contains all of the changes that the City Council of the City of Sacramento, California, ordered by its Resolution for Improvement Proceeding No. 5530, COBBLEWOOD ASSESSMENT DISTRICT, adopted October 6th, 1987.



Melvin H. Johnson
Director of Public Works-Superintendent
of Streets of the City of Sacramento,
California

CERTIFICATE
RE:
CITY COUNCIL'S ACTION ON REPORT
AND
AUTHENTICATION
OF
ASSESSMENT AND DIAGRAM

(Certificate For Report)


I, LORRAINE MAGANA, Clerk of the City Council of the City of Sacramento, California, do certify hereby that on September 1, 1987, the Director of Public Works-Superintendent of Streets of this City, acting at the direction of the said City Council, which said direction was contained in said Council's Resolution of Intention for Improvement Proceeding No. 5530, COBBLEWOOD ASSESSMENT DISTRICT, adopted September 1, 1987, filed a Report in my office pursuant to the provisions of the MUNICIPAL IMPROVEMENT ACT OF 1913, and that said Report contained the Assessment and Diagram to which this Certificate is affixed.

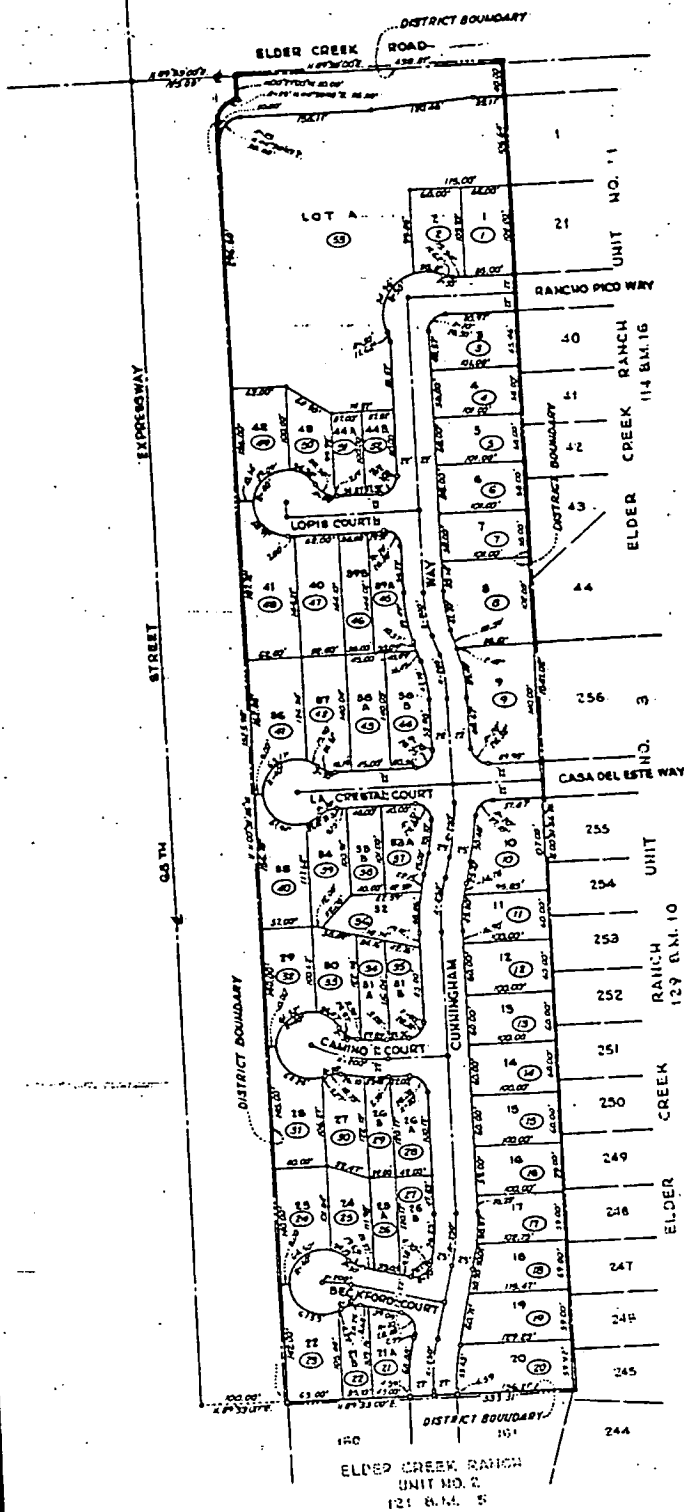
I further certify that on October 6th, 1987, the said City Council adopted its Resolution for Improvement Proceeding No. 5530, COBBLEWOOD ASSESSMENT DISTRICT, and thereby approved this Report, and confirmed and approved said Assessment and Diagram with the modifications in said Report and in said Assessment, which said Council therein ordered to be made.

(Certificate For Assessment and Diagram)

I further certify that the Assessment and the Diagram to which this Certificate is affixed is the same Assessment and Diagram that the Director of Public Works-Superintendent of Streets filed in my office as aforesaid, and I certify that the Assessment contains all of the modifications and revisions in it that the said Council ordered to be made in it by its Resolution confirming said Assessment.

Dated: October 6th, 1987.


for Lorraine Magana
Clerk of the City Council
City of Sacramento, California



NOTE:
MEASUREMENTS ALONG CURVED LINES ARE
CHORD MEASUREMENTS.

LEGEND:
②.....ASSESSMENT NUMBER

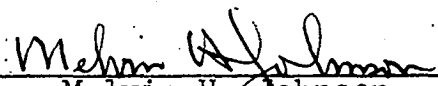
City of Sacramento
County of Sacramento
State of California
ASSESSMENT DIAGRAM
COBBLEWOOD ASSESSMENT DISTRICT
SCALE: 1" = 100'
SHEET 1 OF 1

RECORDING STATEMENT
OF
DIRECTOR OF PUBLIC WORKS-SUPERINTENDENT OF STREETS

I, MELVIN H. JOHNSON, Director of Public Works-Superintendent of Streets of the City of Sacramento, California, acting pursuant to Section 10,401 of the Streets and Highways Code of the State of California, do hereby declare that the foregoing Assessment and Diagram for

COBBLEWOOD
ASSESSMENT DISTRICT

was recorded in my office on October 7th, 1987, in Street Assessment Book No. 28, at Pages 1 to 3, inclusive.



Melvin H. Johnson
Director of Public Works-Superintendent
of Streets of the City of Sacramento,
California

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

IMPROVEMENT PROCEEDING NO. 5530
COBBLEWOOD
ASSESSMENT DISTRICT

DETERMINING TO ISSUE
IMPROVEMENT BONDS
UNDER THE
IMPROVEMENT ACT OF 1911
TO REPRESENT UNPAID ASSESSMENTS
LEVIED ON BENEFITING PROPERTIES
LOCATED IN
COBBLEWOOD
ASSESSMENT DISTRICT
PRESCRIBING THE TERM, INTEREST
RATE AND OTHER FEATURES THEREOF
AND
SELLING SAID BONDS TO STONE & YOUNGBERG

WHEREAS, on September 1, 1987, this Council, acting under the provisions of the MUNICIPAL IMPROVEMENT ACT OF 1913, adopted Resolution No. 87-719, Resolution of Intention, respecting the construction of certain public improvement work described in said Resolution for the proposed COBBLEWOOD ASSESSMENT DISTRICT, and stated therein its intention to issue improvement bonds under the provisions of the IMPROVEMENT ACT OF 1911 to represent unpaid assessments, and

WHEREAS, on September 1, 1987, the Director of Public Works-Superintendent of Streets, acting at the direction of this

Council that was contained in said Resolution of Intention, prepared and filed with the Clerk a Report conforming to the provisions of the MUNICIPAL IMPROVEMENT ACT OF 1913, which said Report contained an Assessment showing each parcel of land located in said COBBLEWOOD ASSESSMENT DISTRICT that was proposed to be assessed, and also showing the amount of money proposed to be assessed on each such parcel of land, and

WHEREAS, on October 6, 1987, after a public hearing on said Assessment duly noticed and held, this Council duly confirmed said Assessment by its Resolution No. 87- 822, and

WHEREAS, the Director of Public Works-Superintendent of Streets will duly record said Assessment in his office, and the City Clerk will duly record in the office of the Recorder of the County of Sacramento, as required by law, a notice of filing of said Assessment, and a copy of the map of said Assessment District, and

WHEREAS, the amount of said Assessment as so confirmed is the sum of \$448,012.37, and that sum is the maximum possible amount of improvement bonds that the Treasurer can issue to represent unpaid assessments, and

WHEREAS, the Director of Public Works-Superintendent of Streets will publish a notice stating that he filed said Assessment in his office, and he will include in said published notice all other matters required by law, and he also will mail a notice to each property owner whose land is assessed by said Assessment, stating

that he filed said Assessment in his office, and stating the amount assessed against each owner's property, and stating all other matters required by law in said mailed notice, and

WHEREAS, all sums shown in said Assessment that are not paid in the time set by law for property owners to pay their assessments will be unpaid assessments, and the Treasurer will have the duty to issue Improvement Bonds under the terms of the Improvement Act of 1911 to represent unpaid assessments, and

WHEREAS, STONE & YOUNGBERG has this day presented to this Council its written offer to purchase all bonds to be issued under the Improvement Act of 1911 in the proceedings conducted by this Council under the MUNICIPAL IMPROVEMENT ACT OF 1913 for COBBLEWOOD ASSESSMENT DISTRICT at a price payable at delivery of said bonds equal to 97% of the principal amount of said bonds, and has stated other conditions of purchase of said bonds in said offer, and this Council deems said offer to be fair, and that it should be accepted in accordance with its terms. 6.0

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO,
STATE OF CALIFORNIA:

That this Council finds and determines that each of the foregoing recitals is true.

That this Council hereby determines to issue, and hereby directs the Treasurer of the City of Sacramento to issue, an

Improvement Bond in registered form under the provisions of the Improvement Act of 1911, to represent each assessment of One Hundred Fifty Dollars (\$150.00) or more levied on a parcel of land located in COBBLEWOOD ASSESSMENT DISTRICT that is unpaid at the close of the period during which an owner may pay the assessment on his land in full, and hereby determines and directs that all bonds shall

- (a) be numbered successively commencing with the number 1;
- (b) be dated after close of cash payment period;
- (c) bear the title: COBBLEWOOD ASSESSMENT DISTRICT, Series 1987-3;
- (d) bear interest from their date at per annum, payable semi-annually
- (e) mature fourteen (14) years from the January 2 next succeeding the 1st day of September following their date;
- (f) provide for a redemption premium of 5% of unmatured principal as provided for in Section 6464 of the Streets and Highways Code, a section of the IMPROVEMENT ACT OF 1911;
- (g) be issued in registered form;
- (h) contain a provision that the 2% penalty first imposed shall be retained by the Treasurer as a cost of servicing delinquency, and that all subsequent penalties shall be paid to the holder of the bond;
- (i) contain all other wording and terms that improvement bonds issued under the provisions of the IMPROVEMENT ACT OF 1911 must contain, and that do not conflict or vary


the features for said bonds that are set out above in subparagraphs (a) to (h), inclusive, and all other said wording and terms are hereby incorporated by reference from the applicable provisions of the said IMPROVEMENT ACT OF 1911.

That this Council hereby directs the Clerk to file the written offer of STONE & YOUNGBERG, dated July 28, 1987, in the proceedings for COBBLEWOOD ASSESSMENT DISTRICT.

That this Council hereby accepts the said offer of STONE & YOUNGBERG to buy said bonds, and to pay as the price for said bonds the sum that is equal to 97% of the par value principal amount of said bonds with accrued interest at 10% per annum from date of the bonds to date of their delivery, and hereby agrees to sell said bonds to that company for said price, and hereby directs that said price shall be payable on delivery of said bonds.

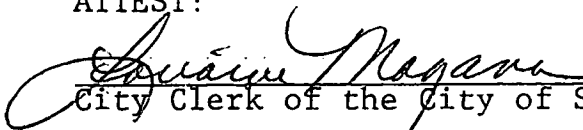
That at the time when this Council shall determine the list of unpaid assessments, and shall direct the Treasurer of the City of Sacramento, California, to sign the bonds, the Treasurer shall deliver said bonds to STONE & YOUNGBERG when he receives from that entity the full purchase price for said bonds, and said accrued interest.

This Resolution was passed and adopted by the City Council of the City of Sacramento, State of California, this 6th day of October, 1987.



Mayor

ATTEST:



City Clerk of the City of Sacramento

October 12, 1987

D.J. Contractors
5842 Bell Hill Drive
Sacramento, CA 95842

Gentlemen:

On October 6, 1987, the Sacramento City Council accepted the bid of Granite Construction Company in the amount of \$337,516.00 for Cobblewood Assessment District.

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

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

Sincerely,

LORRAINE MAGANA, CITY CLERK

JANICE BEAMAN
Deputy City Clerk

JB/cc/#18D

October 12, 1987

A. Teichert & Sons, Inc.
P.O. Box 15002
Sacramento, CA 95851

Gentlemen:

On October 6, 1987, the Sacramento City Council accepted the bid of Granite Construction Company in the amount of \$337,516.00 for Cobblewood Assessment District.

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

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

Sincerely,

LORRAINE MAGANA, CITY CLERK

JANICE BEAMAN
Deputy City Clerk

JB/cc/#18D

October 26, 1987

D.J. Constructors
5842 Bell Hill Drive
Sacramento, CA 95842

Gentlemen:

We are in receipt of the finalized contract for the Cobblewood Assessment District, which was approved by the Sacramento City Council on October 6, 1987.

Returned herewith is your Bid Bond in the amount of Ten Percent of Amount Bid which was submitted for the above bid.

Sincerely,

LORRAINE MAGANA, CITY CLERK

ANNE J. MASON
Assistant City Clerk

AJM/cc/#18D

Enclosure: Your Bid Bond from Fairmont Insurance Company

October 12, 1987

Hood Corporation
369 E. 12th Street
Pittsburg, CA 94565-0127

Gentlemen:

This is to inform you that you were not the successful bidder for Cobblewood Assessment District, JN 9879. Therefore, we are returning your Bid Bond in the amount of TEN PERCENT OF AMOUNT BID.

The said bid having been awarded by the City Council at the regular meeting of October 6, 1987 to Granite Construction Company.

Sincerely,

LORRAINE MAGANA, CITY CLERK

JANICE BEAMAN
Deputy City Clerk

JB/cc/#18D

Enclosure: Your Bid Bond from Chubb Group of Insurance Companies

October 26, 1987

A. Teichert & Sons, Inc.
P.O. Box 15002
Sacramento, CA 95851

Gentlemen:

We are in receipt of the finalized contract for the Cobblewood Assessment District, which was approved by the Sacramento City Council on October 6, 1987.

Returned herewith is your Bid Bond in the amount of Ten Percent of Amount Bid which was submitted for the above bid.

Sincerely,

LORRAINE MAGANA, CITY CLERK

ANNE J. MASON
Assistant City Clerk

AJM/cc/#18D

Enclosure: Your Bid Bond from American International Companies

10-6
18D

ORIGINAL
C087019



CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

CONTRACT SPECIFICATIONS FOR COBBLEWOOD ASSESSMENT DISTRICT

JN:9879

Non-Refundable Fee
\$20.00

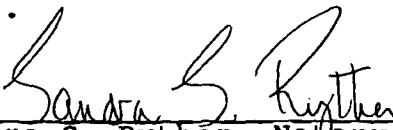
Separate Plans

For Pre-Bid Information Call:
Raul Cervantes
(916) 449-2189

Bids to be received before
10:30 A.M., Tuesday,
September 22, 1987 at
Room 300, City Hall
915 I Street
Sacramento, CA. 95814

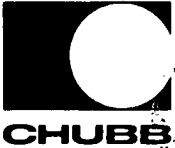
State of California)
)ss
County of Santa Cruz)

On this 10th day of September, 1987, before me, Sandra S. Ryther, the undersigned Notary Public, personally appeared KATHLEEN KENAN, personally known to me to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC INDEMNITY COMPANY, and acknowledged to me that she subscribed the name of PACIFIC INDEMNITY COMPANY thereto as Surety and her own name as Attorney-in-Fact.



Sandra S. Ryther, Notary Public





CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615

PACIFIC INDEMNITY COMPANY

BID BOND

Bond No.

Amount \$ 10% of total amount bid

Know All Men By These Presents,

That we, GRANITE CONSTRUCTION COMPANY, a California Corporation

(hereinafter called the Principal),
as Principal, and the PACIFIC INDEMNITY COMPANY, Los Angeles, California, a corporation duly organized
under the laws of the State of California, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Sacramento

(hereinafter called the Oblige),

in the sum of Ten percent. (10%) of the total amount of the bid

Dollars

(\$ - - - - -) for the payment of which we, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

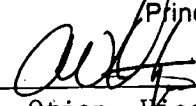
Sealed with our seals and dated this 10th day of September 1987 .

Whereas, the Principal has submitted a bid, dated September 22 , 1987 ,
for
Cobblewood Assessment District
JN:9879

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a
contract with the Oblige in accordance with such bid and give bond with good and sufficient surety for the faithful
performance of such contract, or in the event of the failure of the Principal to enter into such contract and give
such bond, if the Principal shall pay to the Oblige the difference, not to exceed the penalty hereof, between the
amount specified in said bid and the amount for which Oblige may legally contract with another party to perform
the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null
and void, otherwise to remain in full force and effect.

GRANITE CONSTRUCTION COMPANY

Principal

BY: 
A. V. Otjen, Vice President

PACIFIC INDEMNITY COMPANY


BY: Kathleen Kenan, Attorney-in-Fact

C087019

CITY OF SACRAMENTO

SEALED PROPOSAL
(MUST BE SIGNED BY BIDDER)

APPROVED
 BY THE CITY COUNCIL

OCT. 6 1987

OFFICE OF THE
 CITY CLERK

Sealed Proposals will be received not later than 10:30 A.M. on September 22, 1987 at the office of the City Clerk, Room 300, City Hall, Sacramento, California and opened at 10:30 A.M., or as soon thereafter as business allows, on September 22, 1987 in the Council Chambers, City Hall, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

COBBLEWOOD ASSESSMENT DISTRICT
 (JN:9879)

in the City and County of Sacramento, California.

The work is to be done in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 81-042) and Special Provisions all as on file in the office of the City Clerk, at the following Unit Prices.

Item No.	Item	Est. Quantity	Unit	Unit Price	Total
1.	Clearing and Grubbing	1	Job	Lump Sum	\$ <u>5,000⁰⁰</u>
2.	Excavation Grading	7000	C.Y.	\$ <u>1⁵⁰</u>	\$ <u>10,500⁰⁰</u>
3.	Aggregate Base Course, 7", Asphaltic Pavement, 3", to Construct	24140	S.F.	\$ <u>1⁰⁰</u>	\$ <u>24,140⁰⁰</u>
4.	Aggregate Base Course, 6", Asphaltic Pavement, 2-1/2", to Construct	42000	S.F.	\$ <u>0⁹⁰</u>	\$ <u>37,800⁰⁰</u>
5.	Curb No. 13 to Construct	4260	L.F.	\$ <u>7⁰⁰</u>	\$ <u>29,820⁰⁰</u>
6.	Curb No. 4 to Construct	172	L.F.	\$ <u>9⁰⁰</u>	\$ <u>1,548⁰⁰</u>
7.	Sidewalk, 3-1/2" P.C. Concrete, to Construct	19700	S.F.	\$ <u>1³⁰</u>	\$ <u>25,610⁰⁰</u>

FILED

SEP 22 1987

By the
 Office of the City Clerk

8.	Pipe 12" Diameter, Drainage (RCP, ACP, or CP)	1668	L.F.	\$ <u>20⁰⁰</u>	\$ <u>33,360⁰⁰</u>
9.	Pipe 15" Diameter, Drainage (RCP, ACP, or CP)	117	L.F.	\$ <u>24⁰⁰</u>	\$ <u>2,808⁰⁰</u>
10.	Drop Inlet to Construct, Type A	15	EA.	\$ <u>750⁰⁰</u>	\$ <u>11,250⁰⁰</u>
11.	Manhole No. 3 to Construct	6	EA.	\$ <u>1,150⁰⁰</u>	\$ <u>6,900⁰⁰</u>
12.	Manhole No. 3A to Constuct	10	EA.	\$ <u>1,450⁰⁰</u>	\$ <u>14,500⁰⁰</u>
13.	Pipe 6" Diameter, Vitrified Clay to Place	1928	L.F.	\$ <u>17⁰⁰</u>	\$ <u>32,500⁰⁰ 32,776⁰⁰</u>
14.	Flusher Branch 6" to Place	2	EA.	\$ <u>400⁰⁰</u>	\$ <u>800⁰⁰</u>
15.	Pipe 4" Dia., ABS Sewer Service to Place	52	EA.	\$ <u>625⁰⁰</u>	\$ <u>32,500⁰⁰</u>
16.	Gate Valve 4" to Place	4	EA.	\$ <u>500⁰⁰</u>	\$ <u>2,000⁰⁰</u>
17.	Gate Valve 6" to Place	5	EA.	\$ <u>560⁰⁰</u>	\$ <u>2,800⁰⁰</u>
18.	Gate Valve 8" to Place	4	EA.	\$ <u>700⁰⁰</u>	\$ <u>2,800⁰⁰</u>
19.	Fire Hydrant to Place	5	EA.	\$ <u>1,450⁰⁰</u>	\$ <u>7,250⁰⁰</u>
20.	4" Water Main to Place	656	L.F.	\$ <u>7⁰⁰</u>	\$ <u>4,592⁰⁰</u>
21.	6" Water Main to Place	212	L.F.	\$ <u>8⁵⁰</u>	\$ <u>1,802⁰⁰</u>
22.	8" Water Main to Place	1440	L.F.	\$ <u>14⁵⁰</u>	\$ <u>20,880⁰⁰</u>
23.	2" Blow-Offs, to Place	4	EA.	\$ <u>500⁰⁰</u>	\$ <u>2,000⁰⁰</u>
24.	1" Water Service to Place	52	EA.	\$ <u>240⁰⁰</u>	\$ <u>12,480⁰⁰</u>
25.	Temporary Street Signs and and Barricade to Place	1	Job	Lump Sum	\$ <u>1,000⁰⁰</u>
26.	Street Lighting System	1	Job	Lump Sum	\$ <u>10,600⁰⁰</u>
TOTAL COST					\$ <u>337,516⁰⁰</u>

APPROVED
BY THE CITY COUNCIL

OCT 6 1987

OFFICE OF THE
CITY CLERK

FILED
SEP 22 1987
By the
CITY CLERK

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

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

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 SIXTY (160) calendar days commencing on the date stated 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 TWO HUNDRED DOLLARS (\$200.00) 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.

FILED

SEP 12 1997

By the
Office of the City Clerk

By the
Office of the City Clerk



CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

SUB-BIDDER FORM

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

Name Sub-bidder	Street Address of Shop, Mill or Office	Class of Work	Portion of Work to be done	Contractor's License Number
D. Electric, Inc ERRA VALLEY PIPING	Sacto. SACTO	Electrical	Street Lights Water System	#508951 #431553

FILED
SEP 22 1937
 By the
 Office of the City Clerk

FILED

SEP 22 1937

By the
Office of the City Clerk

N O T I C E

This is to inform you that the improvements are being installed pursuant to the Municipal Improvement Act of 1913, and that the bonds to be issued will be pursuant to the Improvement Bond Act of 1911. The City of Sacramento WILL NOT purchase said bonds.

It is our understanding that outside underwriters are willing to purchase the bonds to be issued for this assessment district.

The City will award the contract only upon the actual sale of the bonds with the Contractor receiving progress payments from the proceeds of the sale of the bonds in accordance with City Standard Specification for progress payments.

GDC:eh
9879-SP.E

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 203, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:30 a.m. on Sept. 22, 1987 and opened at 10:30 a.m., or as soon thereafter as business allows, in the Council Chambers, City Hall for construction of:

COBBLEWOOD ASSESSMENT DISTRICT
(JN:9879)

as set forth in the Construction Documents adopted September 1, 1987 by the City of Sacramento.

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

Bids must be submitted on printed forms supplied by the City Clerk, for a non-refundable fee of \$20 , to prospective bidders and enclosed in an envelope marked: Sealed Proposal for:

COBBLEWOOD ASSESSMENT DISTRICT
(JN:9879)

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

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

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

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

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

LORRAINE MAGANA
CITY CLERK

CITY OF SACRAMENTO

SEALED PROPOSAL (MUST BE SIGNED BY BIDDER)

Sealed Proposals will be received not later than 10:30 A.M. on September 22, 1987 at the office of the City Clerk, Room 300, City Hall, Sacramento, California and opened at 10:30 A.M., or as soon thereafter as business allows, on September 22, 1987 in the Council Chambers, City Hall, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

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

COBBLEWOOD ASSESSMENT DISTRICT (JN:9879)

in the City and County of Sacramento, California.

The work is to be done in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 81-042) and Special Provisions all as on file in the office of the City Clerk, at the following Unit Prices.

Item No.	Item	Est. Quantity	Unit	Unit Price	Total
1.	Clearing and Grubbing	1	Job	Lump Sum	\$ <u>5,000⁰⁰</u>
2.	Excavation Grading	7000	C.Y.	\$ <u>1⁵⁰</u>	\$ <u>10,500⁰⁰</u>
3.	Aggregate Base Course, 7", Asphaltic Pavement, 3", to Construct	24140	S.F.	\$ <u>1⁰⁰</u>	\$ <u>24,140⁰⁰</u>
4.	Aggregate Base Course, 6", Asphaltic Pavement, 2-1/2", to Construct	42000	S.F.	\$ <u>0⁹⁰</u>	\$ <u>37,800⁰⁰</u>
5.	Curb No. 13 to Construct	4260	L.F.	\$ <u>7⁰⁰</u>	\$ <u>29,820⁰⁰</u>
6.	Curb No. 4 to Construct	172	L.F.	\$ <u>9⁰⁰</u>	\$ <u>1,548⁰⁰</u>
7.	Sidewalk, 3-1/2" P.C. Concrete, to Construct	19700	S.F.	\$ <u>1³⁰</u>	\$ <u>25,610⁰⁰</u>

8.	Pipe 12" Diameter, Drainage (RCP, ACP, or CP)	1668	L.F.	\$ <u>20⁰⁰</u>	\$ <u>33,360⁰⁰</u>	
9.	Pipe 15" Diameter, Drainage (RCP, ACP, or CP)	117	L.F.	\$ <u>24⁰⁰</u>	\$ <u>2,808⁰⁰</u>	
10.	Drop Inlet to Construct, Type A	15	EA.	\$ <u>750⁰⁰</u>	\$ <u>11,250⁰⁰</u>	
11.	Manhole No. 3 to Construct	6	EA.	\$ <u>1,150⁰⁰</u>	\$ <u>6,900⁰⁰</u>	
12.	Manhole No. 3A to Construct	10	EA.	\$ <u>1,450⁰⁰</u>	\$ <u>14,500⁰⁰</u>	
13.	Pipe 6" Diameter, Vitrified Clay to Place	1928	L.F.	\$ <u>17⁰⁰</u>	\$ <u>32,500⁰⁰</u>	32,776 ⁰⁰
14.	Flusher Branch 6" to Place	2	EA.	\$ <u>400⁰⁰</u>	\$ <u>800⁰⁰</u>	
15.	Pipe 4" Dia., ABS Sewer Service to Place	52	EA.	\$ <u>625⁰⁰</u>	\$ <u>37,500⁰⁰</u>	
16.	Gate Valve 4" to Place	4	EA.	\$ <u>500⁰⁰</u>	\$ <u>2,000⁰⁰</u>	
17.	Gate Valve 6" to Place	5	EA.	\$ <u>560⁰⁰</u>	\$ <u>2,800⁰⁰</u>	
18.	Gate Valve 8" to Place	4	EA.	\$ <u>700⁰⁰</u>	\$ <u>2,800⁰⁰</u>	
19.	Fire Hydrant to Place	5	EA.	\$ <u>1,450⁰⁰</u>	\$ <u>7,250⁰⁰</u>	
20.	4" Water Main to Place	656	L.F.	\$ <u>7⁰⁰</u>	\$ <u>4,592⁰⁰</u>	
21.	6" Water Main to Place	212	L.F.	\$ <u>8⁵⁰</u>	\$ <u>1,802⁰⁰</u>	
22.	8" Water Main to Place	1440	L.F.	\$ <u>14⁵⁰</u>	\$ <u>20,880⁰⁰</u>	
23.	2" Blow-Offs, to Place	4	EA.	\$ <u>500⁰⁰</u>	\$ <u>2,000⁰⁰</u>	
24.	1" Water Service to Place	52	EA.	\$ <u>240⁰⁰</u>	\$ <u>12,480⁰⁰</u>	
25.	Temporary Street Signs and and Barricade to Place	1	Job	Lump Sum	\$ <u>1,000⁰⁰</u>	
26.	Street Lighting System	1	Job	Lump Sum	\$ <u>10,600⁰⁰</u>	
TOTAL COST					\$ <u>337,516⁰⁰</u>	

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

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

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 SIXTY (160) calendar days commencing on the date stated 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 TWO HUNDRED DOLLARS (\$200.00) 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.

RC:eh
9879.SP.E



CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

SUB-BIDDER FORM

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

Name Sub-bidder	Street Address of Shop, Mill or Office	Class of Work	Portion of Work to be done	Contractor's License Number
J.D. Electric, Inc	Sacto.	Electrical	Street Lights	#508951
SIERRA VALLEY PIPING	SACTO		Water System	#431553

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKMEN'S COMPENSATION INSURANCE CERTIFICATION

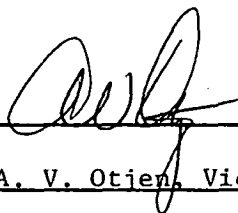
TO THE CITY OF SACRAMENTO:

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.

GRANITE CONSTRUCTION COMPANY

Bidder

By



Title A. V. Otien, Vice President

Address P. O. Box 900

Watsonville, CA 95077

Date October 14, 1987

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

COBBLEWOOD ASSESSMENT DISTRICT (JN:9879)

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: GRANITE CONSTRUCTION COMPANY

By: 

A. V. Otjen, Vice President

Dated:

October 14, 1987

AGREEMENT

THIS AGREEMENT, dated for identification as of OCTOBER 26, 1987,
between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter called "City"),
and GRANITE CONSTRUCTION COMPANY

(hereinafter called the "Contractor").

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

1. CONTRACT DOCUMENTS

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

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

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

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

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

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

4. SCOPE OF CONTRACT

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

COBBLEWOOD ASSESSMENT DISTRICT (JN:9879)

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 of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED

SIXTEEN AND 00/CENTS----- DOLLARS

(\$ 337,516.00), which sum is to be paid according to the schedule and in the manner set forth herein and subject to additions, deductions and withholding as provided in the Contract Documents.

6. PROGRESS AND FINAL PAYMENTS

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

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

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the work on or before ten (10) calendar days from and after receipt of written Notice to Proceed from City to Contractor and will diligently prosecute the work to final completion. The phrase "commence the work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrication, erection, or installation of the work. Said Notice to Proceed shall be issued following execution of the Agreement and the filing by Contractor of the required bonds and proof of insurance. The continuous prosecution of work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire work shall be brought to completion in the manner provided for in the Contract Documents on or before ONE HUNDRED SIXTY, (160) calendar days (hereinafter called the "Completion Date") from and after the receipt by Contractor of the Notice to Proceed unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

12. RELEASE

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

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

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

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

14. NO WAIVER OF REMEDIES

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

15. GUARANTEE

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

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

16. DETERMINATION OF DAMAGES

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

17. LIQUIDATED DAMAGES

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be TWO HUNDRED DOLLARS
(\$ 200.00) for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

18. PAYMENT OF DAMAGES

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

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

19. INDEMNITY AND HOLD HARMLESS

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

20. CONTRACTOR SHALL ASSUME RISKS

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

21. GENERAL LIABILITY OF CONTRACTOR

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

22. INSURANCE

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

(A) Worker's Compensation

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

(B) Comprehensive Auto and General Liability Insurance

Contractor must provide sufficient broad coverage to include:

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

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

(C) Certificate of Insurance

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

(D) Worker's Compensation Certificate

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

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

23. FAILURE TO MAINTAIN INSURANCE

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

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

24. EXTENSIONS OF TIME

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

25. EXCUSABLE DELAYS

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

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

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

26. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

27. EXTENSION OF TIME

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

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

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

29. NO PAYMENT FOR DELAYS

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

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

30. CHANGES IN THE WORK

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

31. TERMINATION AFTER COMPLETION DATE

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

32. CONTRACTOR BANKRUPT

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

33. TERMINATION FOR BREACH OF CONTRACT

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

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

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

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

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

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

DATE: October 14, 1987

REQ'D. INS.

PL & PD	Exp. <u>10/1/88</u> OK <u>Call</u>
Worker's Comp.	Exp. <u>Self Ins.</u> OK <u>Call</u>

DATE: 10/26/87

ATTEST:
Anne J. Mason
Assistant City Clerk
ORIGINAL APPROVED AS TO FORM
Sam N. L...
City Attorney

CONTRACTOR: GRANITE CONSTRUCTION COMPANY

By [Signature]
A. V. Otjen, Vice President
Title

CITY OF SACRAMENTO,
a municipal corporation

By [Signature]
City Manager

407,000 - nfin
647-ASD-10AD-4820
FUNDING AVAILABLE: 639-500-9879-4820
[Signature]
Accounting Officer

SUBSTITUTION OF SECURITIES FOR MONEY WITHHELD

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

State of California)
) ss
County of Santa Cruz)

On this 14th day of October, 1987, before me, Sandra S. Ryther, the undersigned Notary Public, personally appeared KATHLEEN KENAN, personally known to me to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of PACIFIC INDEMNITY COMPANY, and acknowledged to me that she subscribed the name of PACIFIC INDEMNITY COMPANY thereto as Surety and her own name as Attorney-in-Fact.

Fact.

Sandra S. Ryther
Sandra S. Ryther, Notary Public



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 14th day of October, 1987, 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.

GRANITE CONSTRUCTION COMPANY

Principal

By 

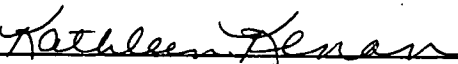
Title A. V. Otjen, Vice President

Surety PACIFIC INDEMNITY COMPANY

15 Mountain View Road
Address

Warren, NJ 07060


City State Zip

By 
Kathleen Kenan, Attorney-in-Fact

Address

City State Zip

APPROVED AS TO FORM:


City Attorney

JURAT HERE, PLEASE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

hereinafter designated as the "Principal", a contract for

COBBLEWOOD ASSESSMENT DISTRICT

(JN:9879)

; and

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

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

FIVE HUNDRED SIXTEEN AND 00/CENTS----- DOLLARS (\$ 337,516.00), said sum being equal to the estimated amount payable by the said City of Sacramento under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

— PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

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

GRANITE CONSTRUCTION COMPANY

hereinafter designated as the "Principal", a contract for

COBBLEWOOD ASSESSMENT DISTRICT

(JN:9879)

; and

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

NOW, THEREFORE, we the Principal, and

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

THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED SIXTEEN AND 00/CENTS----- DOLLARS

(\$ 337,516.00), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 14th day of October, 1987 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.

GRANITE CONSTRUCTION COMPANY

Principal

By

Title A. V. Otten, Vice President

Surety PACIFIC INDEMNITY COMPANY

15 Mountain View Road

Address

Warren, NJ 07060

City

State

Zip

By

Kathleen Kenan
Kathleen Kenan, Attorney-in-Fact

Address

City

State

Zip

APPROVED AS TO FORM:

Sam M. L. L.
City Attorney

JURAT HERE, PLEASE

POWER OF ATTORNEY

Know all Men by these Presents, That the **PACIFIC INDEMNITY COMPANY**, Los Angeles, Cal., a California Corporation, has constituted and appointed, and does hereby constitute and appoint **A. V. Otjen, L. H. Lovejoy, Kathleen Kenan, Carol A. Wakeham and Marianne Eveland of Watsonville, California**-----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking.
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instruments bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said **PACIFIC INDEMNITY COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 86

Corporate Seal



Richard D. O'Connor

Assistant Secretary

PACIFIC INDEMNITY COMPANY

By

[Signature of Daniel F. Randolph]
Daniel F. Randolph
Vice-President

STATE OF NEW JERSEY
County of Somerset

SS.

On this 1st day of January 19 86, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the **PACIFIC INDEMNITY COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the **PACIFIC INDEMNITY COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with Daniel F. Randolph and knows him to be the Vice-President of said Company, and that the signature of said Daniel F. Randolph subscribed to said Power of Attorney is in the genuine handwriting of said Daniel F. Randolph and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



Acknowledged and Sworn to before me
on the date above written.

[Signature of Alice Leonard]

Notary Public

CERTIFICATION

ALICE LEONARD

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires June 28, 1988

STATE OF NEW JERSEY
County of Somerset

SS.

I, the undersigned, Assistant Secretary of the **PACIFIC INDEMNITY COMPANY**, do hereby certify that the following is a true excerpt from a resolution as adopted by the Board of Directors of the Company on the 8th day of February, 1926, and that the same has not since been amended or rescinded, to wit:

"RESOLVED, that the Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company, and all bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Secretary; and be it further

RESOLVED, that the Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances or contracts of indemnity, policies of insurance and all other writings obligatory in the nature thereof."

I further certify that the following is an excerpt from the By-Laws of said Company as adopted by its Board of Directors and most recently amended on June 7, 1983, and that this By-Law is in full force and effect

"ARTICLE VIII.

Section 5. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman of the Board or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signatures of such officers may be engraved, printed or lithographed."

And I further certify that said **PACIFIC INDEMNITY COMPANY** is duly licensed to transact fidelity and surety business in each of the States of the United States of America, and District of Columbia and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of **PACIFIC INDEMNITY COMPANY**, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this 14th day of October 19 87

Corporate Seal



[Signature of L. Mobley]
Assistant Secretary

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

Chapter 4 of Division 3

THE SHELLEY-MALONEY APPRENTICE LABOR STANDARDS ACT OF 1939

(Note: Boldface type denotes key points.)

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

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

Chapter 1 of Division 2 APPRENTICES ON PUBLIC WORKS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The City of Sacramento is signatory to the "Greater Sacramento Area Plan" (hereinafter referred to as the "Plan") a joint industry-labor-minority representative agreement established for the purpose of increasing the employment of minorities in all phases and at all levels of skill in the building and construction industry within the greater Sacramento area. The City has adopted the "Plan" as its affirmative action program for City construction contracts and requires a contractor and his subcontractors be signatory to the Plan in order to be eligible for an award of a City contract. Additional information regarding the Plan is available at its headquarters office located at 2220 Watt Avenue, Suite B-5, Sacramento, 95825, Telephone No. (916) 489-3685.

1. As used in these specifications:

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

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

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

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

GSAP REPORTING REQUIREMENTS

- (1) All contract and subcontracts (over \$10,000) are subject to the reporting requirements.
- (2) Contractors must submit a CC 257 (Monthly Employee Utilization Report) to the GSAP at 2220 Watt Avenue, Suite 8-5, Sacramento, California 95825.
- (3) If the Contractor is already required to submit CC 257 there is no need to submit an additional form.
- (4) This report must arrive at the GSAP no later than the 5th working day of each month.
- (5) Failure to report is automatic cause to find the Contractor in noncompliance.
- (6) Each report is monitored by GSAP and measured against the specified goals for minorities and women.

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

2. EMPLOYERS I.D. NO.

MINORITY:

FROM:

FEMALE:

TO:

NAME AND LOCATION OF CONTRACTOR

FEDERAL
FUNDING
AGENCY

5.

6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)

9.

10.

CONSTRUCTION
TRADE

Classifications

6a.
TOTAL ALL
EMPLOYEES
BY TRADE

M

F

6b.
BLACK
(Not of
Hispanic Origin)

M

F

6c.
HISPANIC

M

F

6d.
ASIAN OR
PACIFIC
ISLANDERS

M

F

6e.
AMERICAN
INDIAN
OR
ALASKAN
NATIVE

M

F

7.
MINORITY
PERCENTAGE8.
FEMALE
PERCENTAGETOTAL
NUMBER OF
EMPLOYEES

M

F

TOTAL
NUMBER OF
MINORITY
EMPLOYEES

M

F

Journey worker
APPRENTICE
TRAINEE

SUB-TOTAL

Journey worker
APPRENTICE
TRAINEE

SUB-TOTAL

Journey worker
APPRENTICE
TRAINEE

SUB-TOTAL

Journey worker
APPRENTICE
TRAINEE

SUB-TOTAL

Journey worker
APPRENTICE
TRAINEE

SUB-TOTAL

TOTAL JOURNEY WORKERS

TOTAL APPRENTICES

TOTAL TRAINEES

GRAND TOTAL

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE

12. TELEPHONE NUMBER (Include area code)

13. DATE SIGNED

PAGE

OF

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (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
COBBLEWOOD A/D
JN:9879

1. GENERAL REQUIREMENTS

A. Specifications

The work to be performed under this contract shall be done in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento, dated May 1981, referred to herein as Standard Specifications and State Specifications, State of California, July 1984, both of which shall apply to the work. The General Conditions of the contract shall be governed by Sections 1 through 8 of the Standard Specifications. The Special Provisions shall govern first, followed by the Standard Specifications and State Specifications, State of California.

B. Location, Scope of Work, and Completion Time

These Special Provisions cover full street improvements for Cobblewood A/D consisting of clearing and grubbing, excavation grading, placement of curb, gutter, sidewalk, drainage and sewer facilities, water mains, street lights, asphaltic concrete pavement (AC) and aggregate base (AB).

The time limit for the completion of all work is **ONE HUNDRED AND SIXTY (160)** calendar days from Notice to Proceed, and should said work not be completed to the satisfaction of the City within said time, the Contractor shall pay to the City of Sacramento a sum of **TWO HUNDRED DOLLARS (\$200)** as liquidated damages and not as a penalty, for each day's delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

C. 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.

D. Maintaining Existing Sewer Flow

The Contractor shall be responsible for maintaining existing sewer flows until new sewer improvements are complete and functioning. No compensation will be paid to the Contractor for maintenance of existing facilities and he should include the cost of this work in the items he deems appropriate.

E. Water Services

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.

F. Existing Utilities

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

G. Disputed Claims

Disputed claims will be processed as outlined in Section 4-10 of the Standard Specifications except that the Engineering Division Manager will preside at the hearing in place of the Director of Public Works (City Engineer)

H. Dust Control

The contractor is responsible for the control of dust. Contractor shall take any steps necessary or required by the Engineer to eliminate the nuisance caused by blowing dust. Dust control must be maintained on weekends and holidays, in addition to normal working days. No additional compensation will be paid to the Contractor for water used or work performed in the control of dust. Contractor shall include the cost in any item he deems appropriate.

I. AWWA Standards - Water Mains

These Special Provisions contain reference to certain standards of the American Water Works Association (AWWA). Copies of these standards are available for reference at 1391 35th Avenue, Sacramento. IT WILL BE ASSUMED THAT THE BIDDER IS FAMILIAR WITH TESTING, INSPECTION, FIELD HANDLING, AND OTHER MANDATORY REQUIREMENTS CONTAINED IN THE AWWA STANDARDS.

J. 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 the Engineering Division, 927 10th Street, Rm. 300, Sacramento, CA 95814 (916) 449-2093.

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.

K. Record Drawings

The Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all mechanical, electrical, and instrumentation equipment; piping and conduit; structures; and other

facilities. Drawings shall be kept current weekly, with all work instructions and change orders; mechanical, electrical, and instrumentation equipment 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.

L. Progress Schedule

The Contractor shall submit to the Engineer a practicable progress schedule at the pre-job conference, and within 5 days of the Engineer's written request at any other time. The Contractor shall furnish the schedule on a form of his choice. The schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which he will start the features of the work, and the contemplated dates for completion of the work.

The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the Contract.

Subsequent to the time that submittal of a progress schedule is required in accordance with these specifications, no progress payments will be made for any work until a satisfactory schedule has been submitted to the Engineer.

2. 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 of shrubs, signs, hedges, fences, trees three inches (3") and smaller in diameter measured at a point three feet (3') above ground and any other obstructions lying within the limits of the rights of way as specified in Section 12 of the Standard Specifications or as directed by the Engineer. However, work shall not extend beyond a point one foot (1') in back of proposed sidewalks unless directed by the Engineer.

Payment shall be a lump sum 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 and as directed by the Engineer, including the removal and disposal of all the resulting material.

Item No. 2- Excavation Grading

Excavation grading shall conform to the provisions of Section 14 of the Standard Specifications and these Special Provisions. Also included in this item is the required excavation for placement of new street section and improvements as indicated on the Plans.

Grading shall extend to the property line as directed by the Engineer.

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 for excavation grading shall be at the unit price bid per cubic yard of material excavated and shall include full compensation for excavating, removal and disposal of excess material away from the site.

Item No. 3- Aggregate Base Course, 7", Asphaltic Pavement, 3", to Construct

Where called for on the plans, the Contractor shall construct pavement consisting of a seven (7) inch thick aggregate base course and a three (3) inch thick asphaltic concrete pavement laid in one lift.

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. Before the asphaltic concrete is placed, a tack coat of asphaltic emulsion shall be applied to the edge of existing pavement where applicable. Asphaltic emulsion shall be grade SS-1 in accordance with requirements of Section 94 of the State Specifications. Application of tack

coat shall conform to Section 39 of the State Specification.

Payment for this item shall be at the unit price bid per square foot of pavement in place, which price and payment shall include full compensation for furnishing and placing all base course, asphaltic concrete surface and for furnishing all materials, tools, labor, equipment and doing all work necessary to complete this item.

Item No. 4- Aggregate Base Course, 6", Asphaltic Pavement, 2-1/2", to Construct

Where called for on the plans, the Contractor shall construct pavement consisting of a six (6) inch thick aggregate base course and a two and one-half (2-1/2) inch thick asphaltic concrete pavement laid in one lift.

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. Before the asphaltic concrete is placed, a tack coat of asphaltic emulsion shall be applied to the edge of existing pavement where applicable. Asphaltic emulsion shall be grade SS-1 in accordance with requirements of Section 94 of the State Specifications. Application of tack coat shall conform to Section 39 of the State Specifications.

Payment for this item shall be at the unit price bid per square foot of pavement in place, which price and payment shall include full compensation for furnishing and placing all base course, asphaltic concrete surface and for furnishing all materials, tools, labor, equipment and doing all work necessary to complete this item.

Item No. 5 & 6- Curb & Gutter No. 13 & 4 to Construct

Portland cement concrete Curb No. 13 & 4 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 24 and 38 of the Standard Specifications.

Payment shall be at the unit price bid per lineal foot for concrete curb, which will include full compensation for furnishing all materials, labor, tools, and equipment necessary to complete this item in place.

Item No. 7- Sidewalk, 3-1/2" P.C. 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.

Payment shall be at the unit price bid per square foot for sidewalk in place which will include full compensation for furnishing, placing and later removing forms; furnishing the concrete; furnishing and placing expansion joint material; finishing the sidewalk surface; curing the sidewalk, and doing such other work as may be necessary to construct the sidewalk in place.

Item No. 8 & 9- Pipe 12" & 15" Diameter, Drainage Pipe to Place, (RCP, ACP, or CP)

Drain pipe shall be placed to the details and locations shown on the Plans or as directed by the Engineer 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

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 joints and shall conform to Paragraph 10-34 of the Standard Specifications.

2. Asbestos-Cement Storm Drain

Asbestos-cement storm drain pipe shall be Class III with rubber gasket joints and shall be constructed in accordance with Sections 10, 14 and 26 of the Standard Specifications.

3. Non-Reinforced Concrete

Non-reinforced concrete pipe shall conform to Section 10-18 of the Standard Specifications (ASTM C-14).

The class of pipe specified in ASTM C-14 shall be superseded by the following:

Pipe Class	Crushing strength per foot, in pounds
III	2,000 D

(Where D is the diameter of pipe in feet)

Joints shall be rubber gasket as specified in Section 10-34 (2) of the Standard Specifications.

Trench bedding, initial back fill and trench backfill shall conform to Sections 26-6 of the Standard Specifications. Bedding material shall conform to the initial backfill requirements specified in Section 26-6.

Pipe bedding and initial backfill shall be compacted to 90% relative compaction. Relative compaction above the initial backfill shall be 90% except that backfill within twelve (12) inches of the sub-grade shall have a relative compaction of 95%. Compaction shall be obtained by the use of mechanical devices in lifts not to exceed eight (8) inches of loose depth. No jetting will be allowed.

Payment for drain pipe will be at the unit price bid per lineal foot and shall constitute full compensation for excavation, bedding, furnishing and laying pipe, backfilling, pavement replacement, and all other work necessary to construct the drain complete in place.

Item No. 10- Drop Inlet to Construct, Type A

Drop inlet shall be constructed to the details shown in the appendix of these Special Provisions and as directed by the Engineer. The drop inlets shall conform to the applicable provisions of Sections 20, 21 and 24 of the Standard Specifications.

Payment under this item shall be at the unit price bid per each and shall include full compensation for excavation, backfill, furnishing all material, labor, tools and equipment and doing all work incidental to construction of drop inlets.

Item No. 11- Manhole No. 3 to Construct

Standard manhole No. 3, shall be constructed to conform to the provisions of Section 25 of the Standard Specifications.

Payment shall be at the unit price bid for each manhole, complete in place.

Item No. 12- Manhole No. 3A to Construct

Standard manhole No. 3A with eccentric cone shall be constructed to conform to the provisions of Section 25 of the Standard Specifications.

Payment shall be at the unit price bid for each manhole complete in place.

Item No. 13- Pipe 6" Diameter, Vitrified Clay to Place

Vitrified clay pipe shall be constructed to the details shown on the Plans and shall conform to the applicable provisions of Section 10, Section 14 and Section 26 of the Standard Specifications.

Payment shall be at the unit price bid per linear foot and shall constitute full compensation for furnishing all work and materials necessary to construct pipe in place.

Item No. 14- Flusher Branch 6" to Place

Six (6) inch flusher branch shall be constructed to the detail shown on the Plans and shall conform to the applicable requirements of Sections 10, 14 and 25 of the Standard Specifications.

Payment for this item shall be at the contract unit price bid per each 6" flusher branch placed and shall include full compensation for all materials, labor, tools and equipment necessary to construct this item in place.

Item No. 15- Pipe 4" Dia., ABS Sewer Service to Place

Acrylonitrile-butadiene-styrene (ABS) sewer services shall be placed where shown and constructed to the details shown on the Plans.

ABS Sewer pipe and fittings shall conform to ASTM D2661, SDR 23.5, Section 26 of the Standard Specifications, and these special provisions. All joints shall be solvent cemented. When the sewer main is of a material other than ABS, the connection joint to the sewer main tee shall be a flexible Fernco adapter or equal. Sand shall not be used as a bedding or initial backfill material unless approved by the Engineer. Particular care shall be taken in bedding preparation and placement of initial backfill to assure 90% relative compaction in the haunch area and in the initial backfill. Trench backfill shall be as specified in items 8 & 9 of these Special Provisions. Pipe shall be set in concrete walls of structures or manholes by means of manhole coupling adapters or manhole adaptor rings and shall be grouted in place. A flexible type coupling shall be installed within two feet of all manhole connections.

Construction of an ABS cleanout to grade, in conformance with the details shown on the Plans, shall also be considered a part of this item. ABS pipe and fittings shall conform to these special provisions.

The 2" x 2" redwood post is not required as specified in Section 26 of the Standard Specifications.

Payment shall be at the contract price bid per each service and cleanout and shall include full compensation for all materials, labor, tools, and equipment necessary to complete this item in place.

Item No. 16, 17, & 18- 4", 6" & 8" Gate Valves, to Place

Gate valves shall be placed as indicated on the plans and will conform to Sections 10 and 27 of the Standard Specifications.

The unit price paid for each gate valve on the proposal form shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for clearing, trenching, installing, testing, disinfecting, backfilling, and surface restoring. (Gate valves for Double Pumper fire hydrants will be included with this item.) See revised SD-8, 9 & 10, attached to these Special Provisions.

Item No. 19- Fire Hydrant to Place

Standard fire hydrants shall be placed as shown on the plans and will conform to Sections 10 and 27 of the Standard Specifications.

The unit price bid for each standard fire hydrant on the proposal form shall include compensation for furnishing all labor, materials, tools, equipment and incidentals required for clearing, trenching, installing, testing, disinfecting, backfilling, and surface restoring as indicated on the plans.

Each fire hydrant installation shall include the hydrant and associated appurtenances only. All required lateral pipe from the main will be included with the appropriate size water main. Fire hydrant gate valves will be paid

for the appropriate size gate valve item in the proposal.

Item No. 20, 21 & 22- 4", 6" & 8" Water Main, to Place

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.

The unit prices paid per lineal foot of water main on the proposal form shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for clearing, trenching, installing, testing, disinfecting, backfilling, and surface restoring. Unit prices shall also include making all required connections to existing water mains and adding all appurtenances to the installation as shown on the plans.

Appurtenances do not include services, fire hydrants, or gate valves. (Leads for standard fire hydrants will be paid for with this item.)

Item No. 23- 2" Blow-Offs, to Place

Two (2) inch blow-offs will be placed as shown on the plans and shall conform to applicable provisions in Sections 10 and 27 of the Standard Specifications.

The unit price paid for each 2" blow-off on the proposal form shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required for clearing, trenching, installing, testing, disinfecting, backfilling, and surface restoring.

Item No. 24- 1" Water Service to Place

One (1) inch service shall be placed as shown on the plans, and will conform to Section 10 and 27 of the Standard Specifications and Standard Drawings 3 and 4.

The unit price paid for each 1" service on the proposal form shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required for clearing, trenching, installing, testing, disinfecting, backfilling and surface restoring from the main to the property line of the street (or easement line).

Item No. 25- Temporary Street Signs and Barricade to Place

This item shall conform to Section 32 of the Standard Specifications and these Special Provisions.

Temporary street signs shall be constructed to the details shown in the appendix of these Special Provisions.

Street traffic barricades currently exist at the project site. Barricades may be modified or reused as allowed by the Engineer to provide access into the job site during construction hours. Traffic barricades shall be maintained at all times when construction is not in progress.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, tools, equipment, incidentals and doing all work

involved in constructing temporary street signs and barricades.

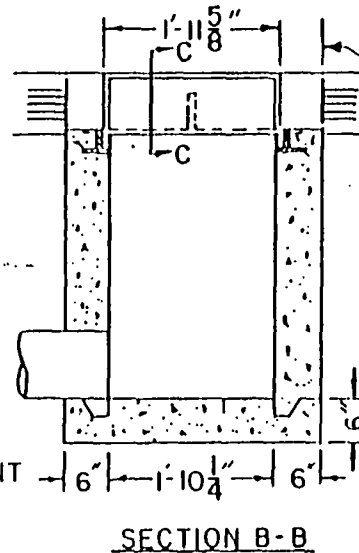
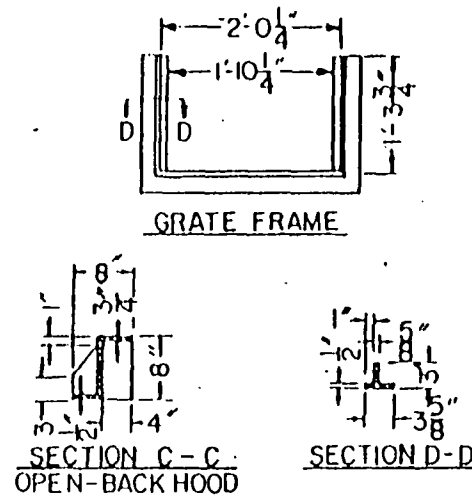
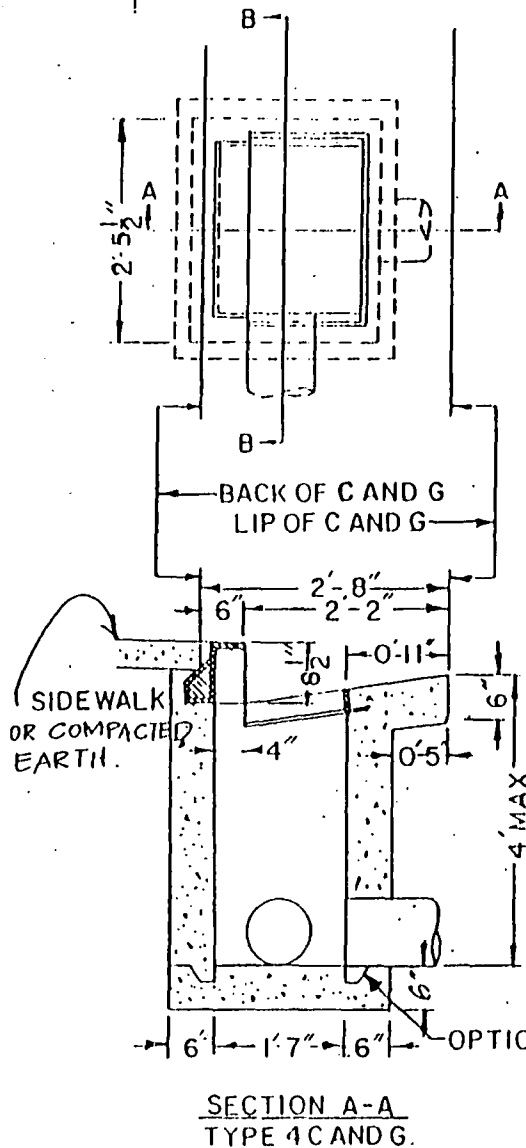
Item No. 26- Street Lighting System

See street lighting Plans for CobbleWood A/D.

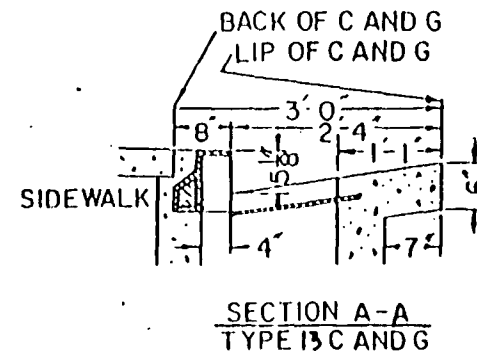
A P P E N D I X

NOTES:

1. BOTTOM OF INLET SHALL BE PLACED PRIOR TO OR AT THE SAME TIME AS SIDE WALLS.
2. SEE DRAWING NEXT SHEET FOR GRATE DETAIL.
3. 12" LENGTH OF $\frac{1}{4}$ " GALVANIZED CHAIN TO BE PERMANENTLY AFFIXED TO THE GRATE AND ONE CORNER OF THE INLET FRAME ADJACENT TO THE CURB.
4. OPEN-BACK HOOD AND GRATE FRAME SHALL BE CAST IRON.

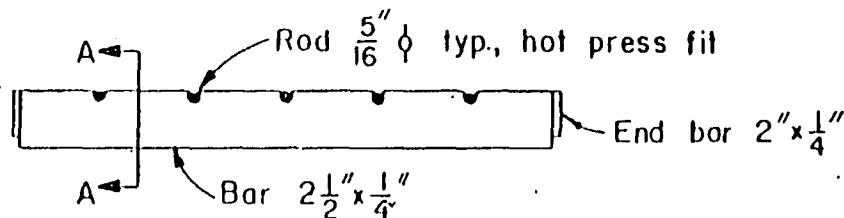
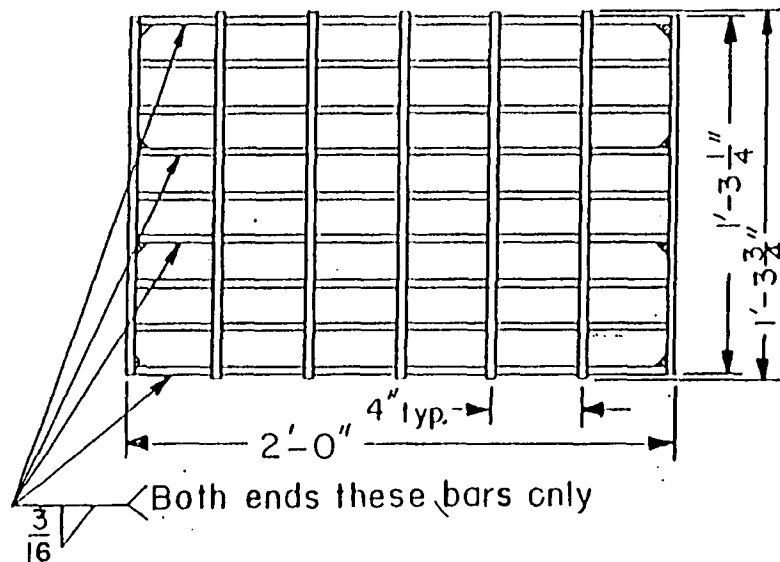


CONSTRUCT 4" OF VERTICAL CURB BEFORE BEGINNING WARP ON TYPE 13 C & G.



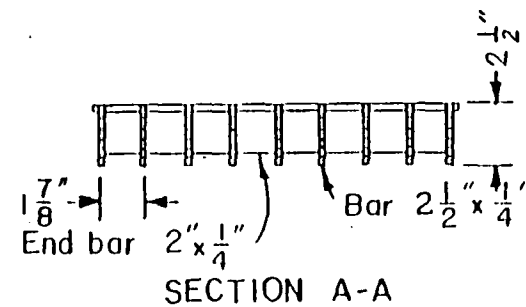
TYPE "A" DROP INLET

NO SCALE



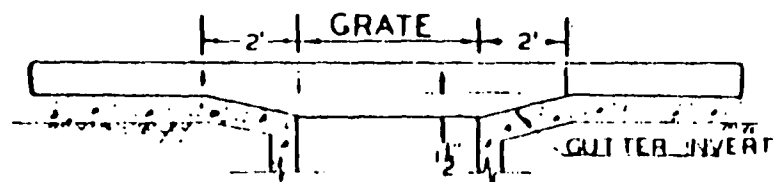
NOTES:

1. Installed grate shall be permanently secured to frame with 12" length of galvanized chain.
2. At the Contractor's option, end spacing of 5/16" cross rods may be 2". Interior spacing shall remain 4".
3. Grate shall conform to requirements of Section 75-1.02 of Caltrans Standard Specifications. Galvanizing is not required.

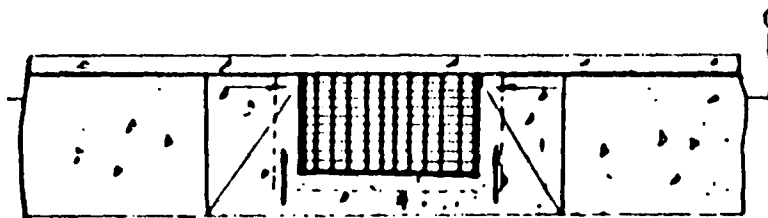


TYPE "A" GRATE

NO SCALE



SECTION C-C



PLAN
STANDARD DEPRESSION

NOTES

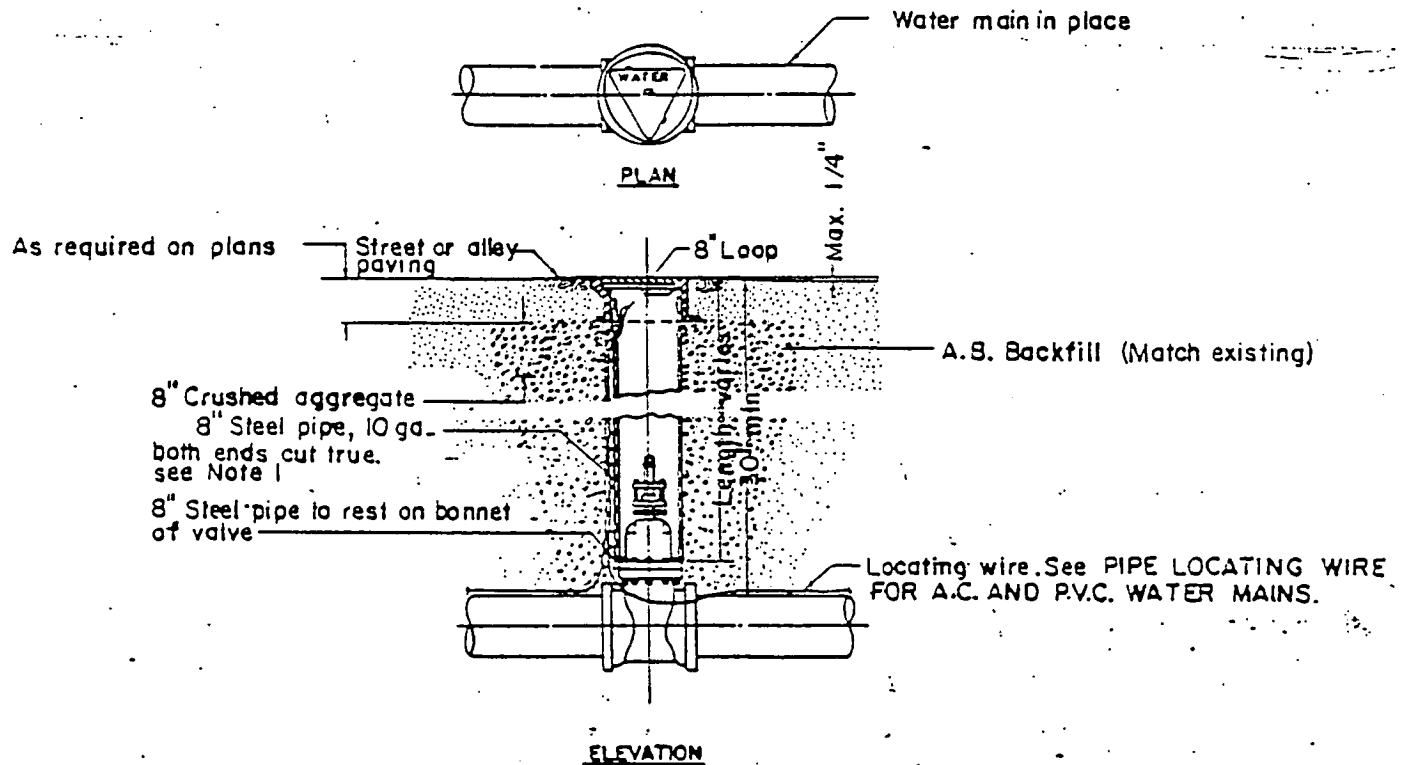
1 DEPRESSION IS STANDARD
FOR INLETS A & B

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

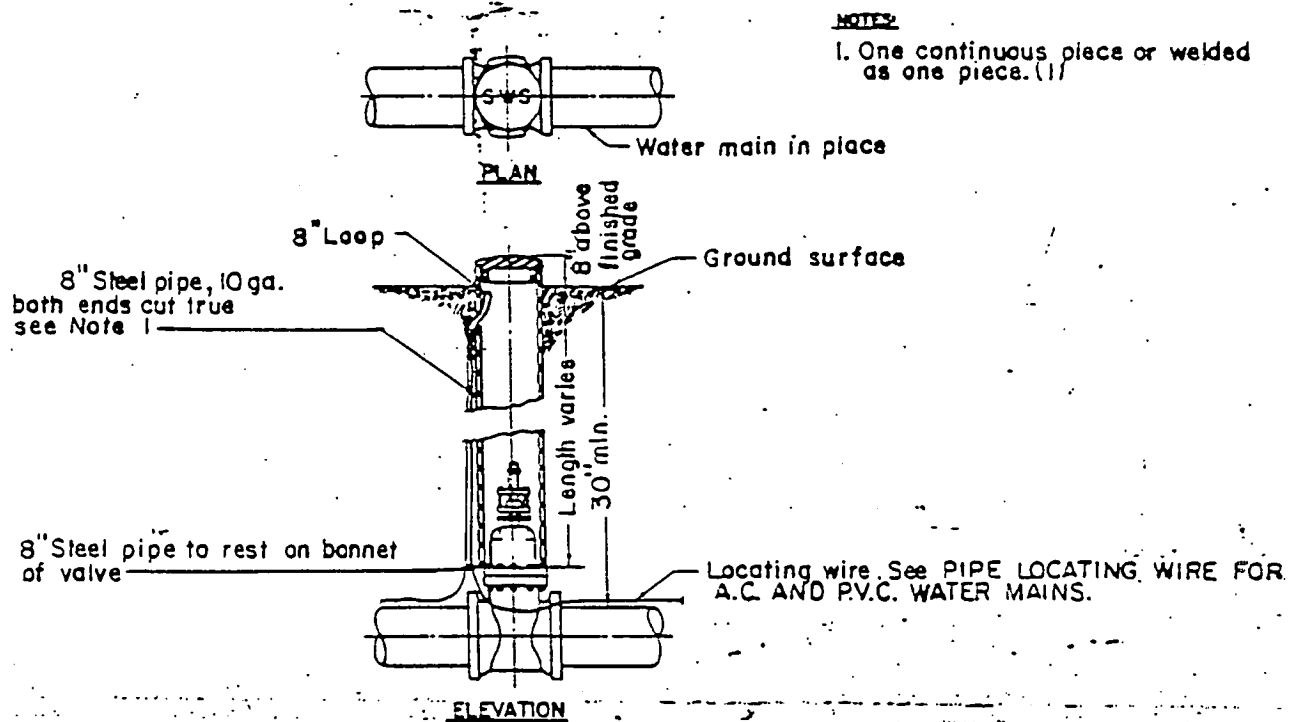
DROP INLET
DEPRESSION DETAIL

SCALE N.P.E.
DATE 7/85
DRAWN BY

CE. 7



STANDARD VALVE BOX INSTALLATION IN CITY STREETS & ALLEYS



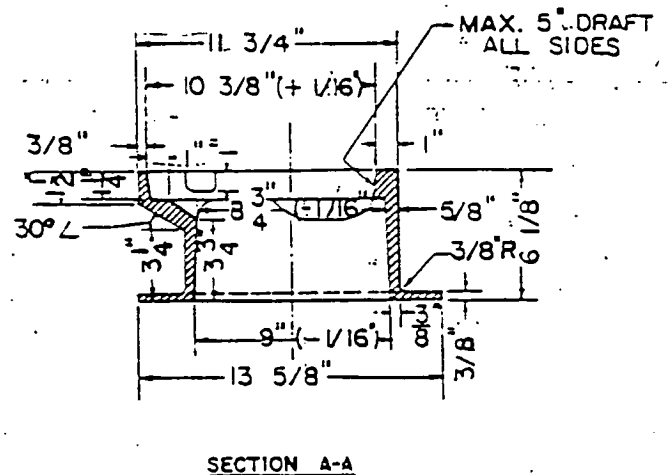
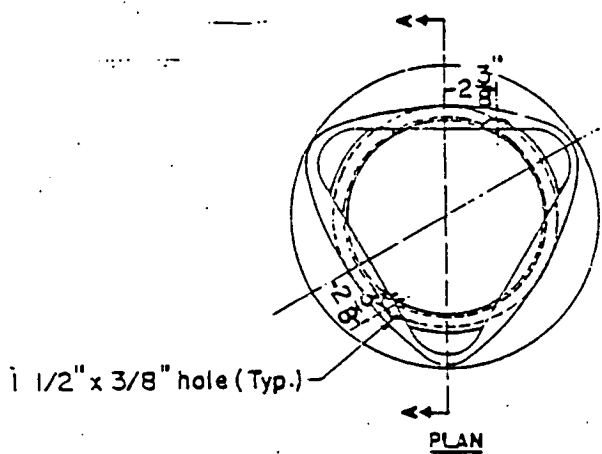
NOTES

1. One continuous piece or welded as one piece. (1)

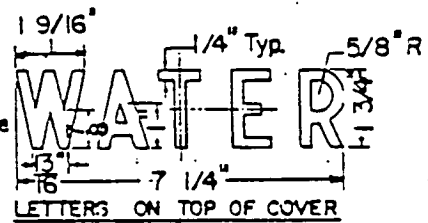
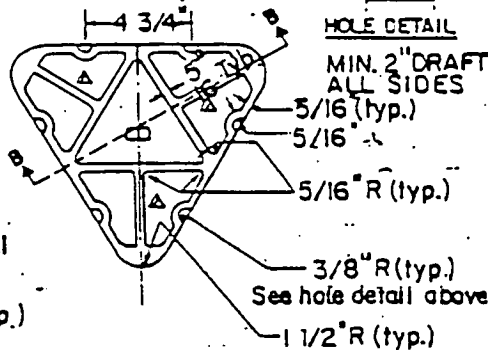
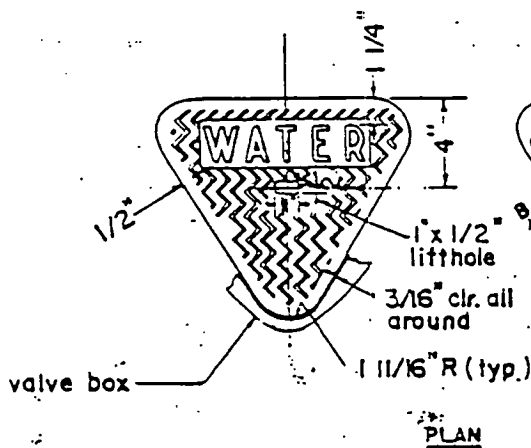
STANDARD VALVE BOX INSTALLATION IN PUBLIC UTILITY EASEMENTS

SD - 8

STANDARD VALVE BOX INSTALLATION FOR CITY STREETS, ALLEYS

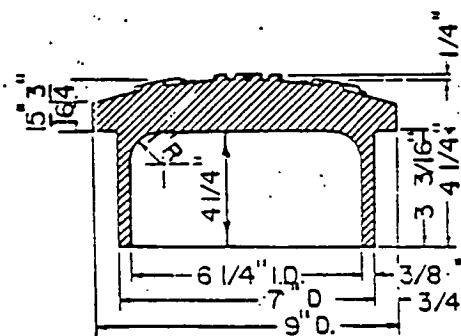
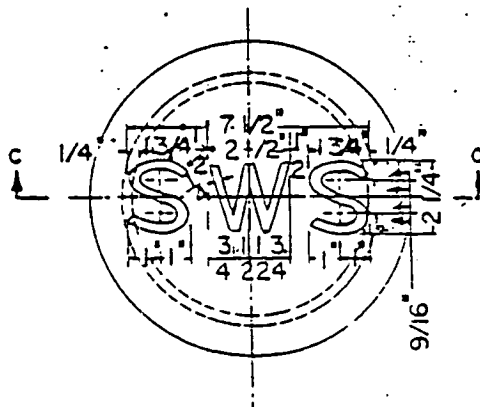


VALVE BOX
VALVE BOX FOR STREETS AND OTHER PAVED SURFACES



Manufacturer's identification mark must be on exposed portion of box and lid.

VALVE BOX COVER



PLAN & LETTERS ON TOP OF DROP CAP

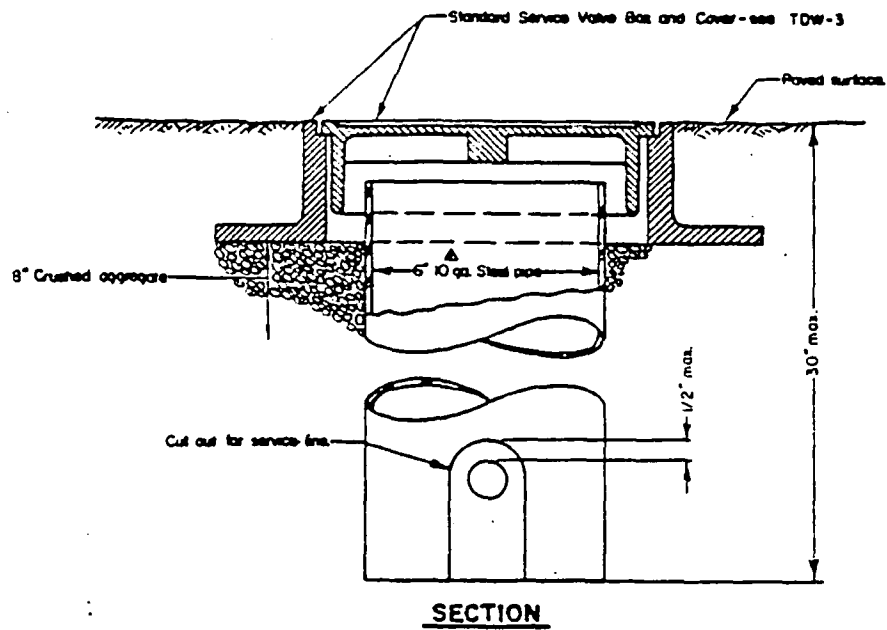
SECTION C-C

DROP CAP FOR PUBLIC UTILITY EASEMENTS

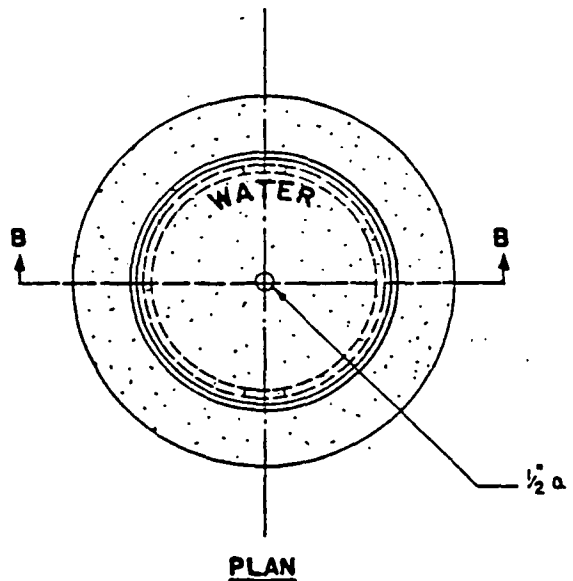
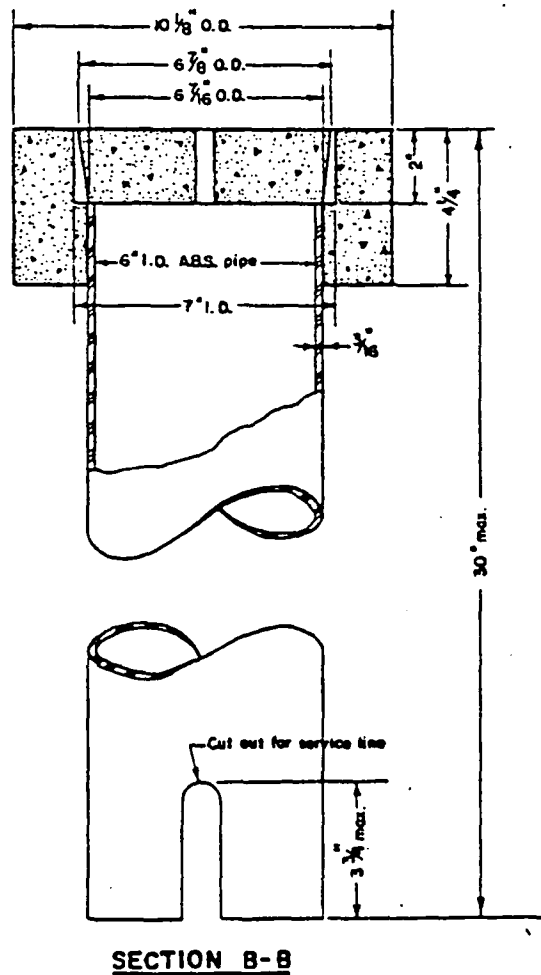
NOTE: Valve Box, valve box cover & drop cap shall be constructed of Cast Iron with minimum tensile strength of 25,000 p.s.i.

SD-9

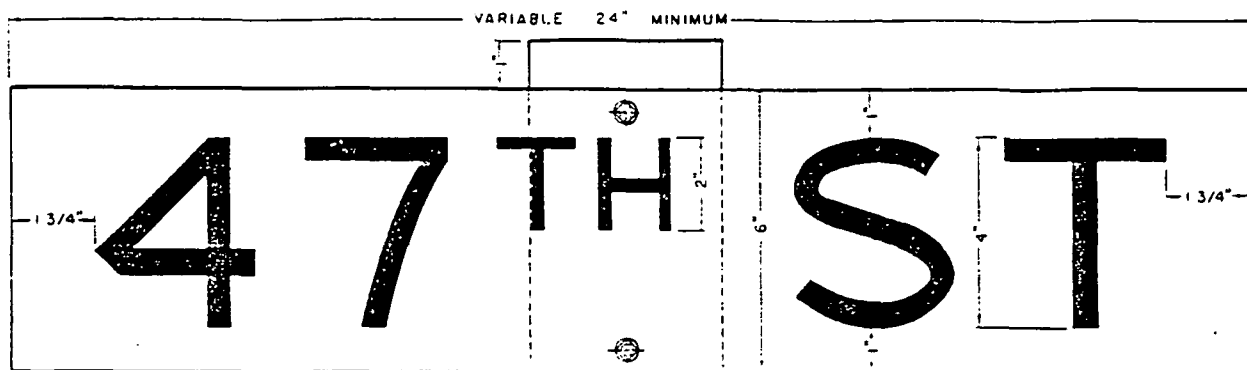
STANDARD VALVE BOX AND DROP CAP



PAVED EASEMENT INSTALLATION



CONCRETE SIDEWALK INSTALLATION



1/4" BOLT

MATERIALS

1-4"x4"x10' POST (NOMINAL SURFACE)
2-1/2"x6" EXTERIOR PLYWOOD SIGN-BOARD
SIGN-BOARD, POST AND PAINT SHALL BE
SUITABLE TO GUARANTEE A MINIMUM OF
OF ONE YEAR OF SERVICE UNDER ALL
NORMAL WEATHER CONDITIONS.

DESIGN

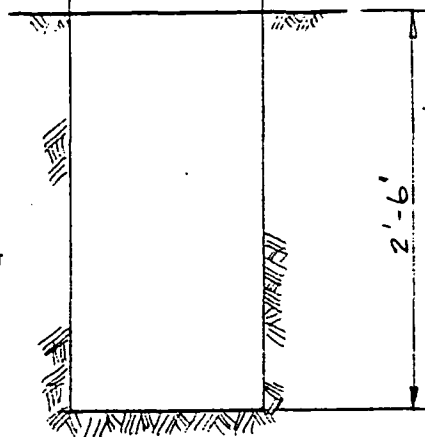
THE SIGN SHALL HAVE BLACK GOTHIC
LETTERS SIMILAR TO THOSE ON SAMPLE
DRAWING ON A WHITE BACKGROUND. BACK
OF SIGN-BOARD AND POST SHALL BE
PAINTED WHITE ALSO. LETTERING SHALL
BE FOUR INCHES IN HEIGHT WITH A
STROKE WIDTH OF NO LESS THAN ONE-
HALF (1/2) INCH NOR MORE THAN THREE-
FOURTHS (3/4) INCH. NUMERAL SUFFIXES (ST,
ND, RD, TH) SHALL BE TWO INCHES IN
HEIGHT WITH A STROKE WIDTH OF NO LESS
THAN ONE-FOURTH (1/4) INCH NOR MORE
THAN THREE-EIGHTS (3/8) INCH.

INSTALLATION

SIGN-BOARD SHALL BE FASTENED TO POST
BY 2-1/4"x4 1/2" BOLTS. THE BOTTOM OF
THE SIGN SHALL BE NO LESS THAN SEVEN
FEET ABOVE THE GROUND IN WHICH THE
POST IS SET.

LOCATION

THE LOCATION AND ORIENTATION IS TO BE
DESIGNATED BY THE ENGINEER.



BACK OF SIDEWALK

REV. NO.	DATE	DESCR.
CITY OF SACRAMENTO		
ENGINEERING DEPARTMENT		
TEMPORARY STREET		
SIGN		
APPROVED BY	DATE SEPT. 1980	SCALE NONE
DWG. NO. CE 69		