

**Meeting Date: 3/18/2014**

**Report Type:** Consent

**Report ID:** 2014-00184

**Title: Contract: Regency Community Park Softball Field (L19152200)**

**Location:** District 1

**Recommendation:** Pass a Motion 1) rejecting all bids received on May 1, 2013 for Regency Park Baseball Field-Phase 3 (L19152200); 2) approving the construction plans and specifications for Regency Community Park Softball Field (L19152200) project; 3) awarding the contract to Sierra Valley Construction for an amount not to exceed \$154,976; and 4) authorizing the City Manager or City Manager's designee to execute the contract with Sierra Valley Construction for an amount not to exceed \$154,976.

**Contact:** C. Gary Hyden, Supervising Landscape Architect, (916) 808-1949; Dennis Day, Associate Landscape Architect, (916) 808-7633, Department of Parks and Recreation

**Presenter:** None

**Department:** Parks & Recreation Department

**Division:** Park Development Services

**Dept ID:** 19001121

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Location Map
- 4-Regency Park MP
- 5-Construction Contract

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**City Attorney Review**

Approved as to Form  
Sheryl Patterson  
3/11/2014 1:43:02 PM

**Approvals/Acknowledgements**

Department Director or Designee: Jim Combs - 3/3/2014 12:45:10 PM

## Description/Analysis

**Issue Detail:** Regency Community Park is a 42.1 acre joint-use park community and detention basin located at 5500 Honor Parkway in North Natomas, Council District 1.

Staff is seeking approval to award a contract to Sierra Valley Construction for an amount not to exceed \$154,976. The improvements will consist of clearing and grubbing, grading and drainage, concrete flatwork, skinned infield, softball backstop, chain link fencing, irrigation system modifications, limited turf hydro-seeding near the edges of the softball field, tree planting, team benches and signage. The resulting project reduces the park's overall turf area because the softball field will consist of unirrigated infill material that is carved out of an existing open turf field.

The initial bids exceeded the budget, so the project was redesigned and a new invitation for bid was issued. The subsequent bid process for this project has been completed and Sierra Valley Construction has been selected as the lowest responsible and responsive bidder.

A summary of the project background, a location map, and master plan are included as attachments to this report.

**Policy Considerations:** Providing parks and recreation facilities is consistent with the City's strategic plan to enhance livability in Sacramento's neighborhoods by expanding park, recreation, and trail facilities throughout the City. This is also part of the Park Development Process for park planning as stated in the *2005-2010 Parks and Recreation Master Plan*.

Sacramento City Code Chapter 3.60 identifies the general guidelines for completing contracts for public projects and procedures for bidding and issuing contracts under \$100,000

**Economic Impacts:** This construction project, which totals \$154,976, is expected to create 0.64 total jobs (0.36 direct jobs and 0.27 additional jobs through indirect and induced activities). Furthermore, it will create \$95,689 in total economic output (\$60,313 of direct output and another \$35,376 of output through indirect and induced activities).

**Environmental Considerations:** The Development Services Department, Environmental Planning Services Division has reviewed the project for compliance with the requirements of the California Environmental Quality Act (CEQA). The proposed improvements to the park are consistent with the Master Plan for the park, and the work is exempt from CEQA review as the replacement or reconstruction of existing facilities. There are no unusual circumstances that would result in significant effects, and any cumulative effects have been evaluated in the Master EIR prepared for the 2030 General Plan.

**Sustainability:** The Regency Community Park Softball Field project has been reviewed for consistency with the goals, policies, and targets of the City’s Sustainability Master Plan (SMP), the Parks and Recreation Sustainability Plan, and the 2030 General Plan. The project will advance the goals, policies, and targets of these plans by improving the health of residents through access to a diverse mix of wellness and recreation activities. The park improvements are also consistent with sustainable design through the use of water efficient irrigation, recycled materials, drought-tolerant plantings to minimize water use, and use of local vendors.

**Commission/Committee Action:** On September 3, 2002, the Regency Community Park Master Plan was reviewed and supported by The Citizen’s Advisory Committee for Parks and Recreation.

**Rationale for Recommendation:** The City received three bids for Regency Park Baseball Field – Phase 3 project on May 1, 2013. All of the bids exceeded the construction budget and the bidders were informed that the City would issue a revised solicitation. The bidders did not protest this decision. The project construction documents were revised to reduce the scope of the project to reduce the project costs. The revised project was rebid as Regency Community Park Softball Field.

The formal bidding process for the Regency Community Park Softball Field project was posted in accordance with City Code 3.60 and Administrative Policy Instruction #48. The project was posted and the bids were opened on January 22, 2014. Staff received nine bids and the results are listed below:

<b><u>CONTRACTOR</u></b>	<b><u>Base Bid</u></b>	<b><u>LBE %</u></b>
SIERRA VALLEY CONSTRUCTION	\$154,976	34.0
OLYMPIC LAND CONSTRUCTION	\$161,290	62.2
ABIDE BUILDERS.	\$168,500	0.0
SAENZ LANDSCAPE CONSTURCTION	\$172,970	35.6
TECHNICAL STUDIES	\$174,254	91.5
GRAND SIERRA CONSTRUCITON	\$188,326	0.0
VALLEY CREST	\$186,624	59.8
STOCKBRIDGE GENERAL CONTRACTING	\$186,345	5.5

MARINA LANDSCAPE	\$259,540	6.9
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Abide Builders and Grand Sierra Construction bids are considered non-responsive. The firms did not meet the City’s minimum 5% LBE requirement.

The Engineer’s Estimate for the base bid of this project was \$169,141.

Pursuant to City Code Section 3.60.020, it was determined that Sierra Valley Construction had the lowest, responsible base bid.

**Financial Considerations:** There are sufficient funds in L19152200 to award the contract and construct the proposed softball field. Funding for this project is from Park Development Impact Fees, (Fund 3204). The remaining funds in the project covers potential construction change orders, design, project management, inspection services, building permit fees, contract management, labor compliance and special inspections and material testing.

There are sufficient funds in the North Natomas Lands Community Facilities District 3 (Fund2230) for ongoing maintenance and utilities for this park development.

**Local Business Enterprise (LBE):** The selection of contractors for this project followed City-established guidelines for inclusion of LBE firms. The LBE percentage total for Sierra Valley Construction and their subcontractors exceeds the City’s required minimum 5% LBE rate.

## **Background:**

Regency Community Park is a 42.1-acre park and detention area basin located at 5500 Honor Parkway in North Natomas, Council District 1.

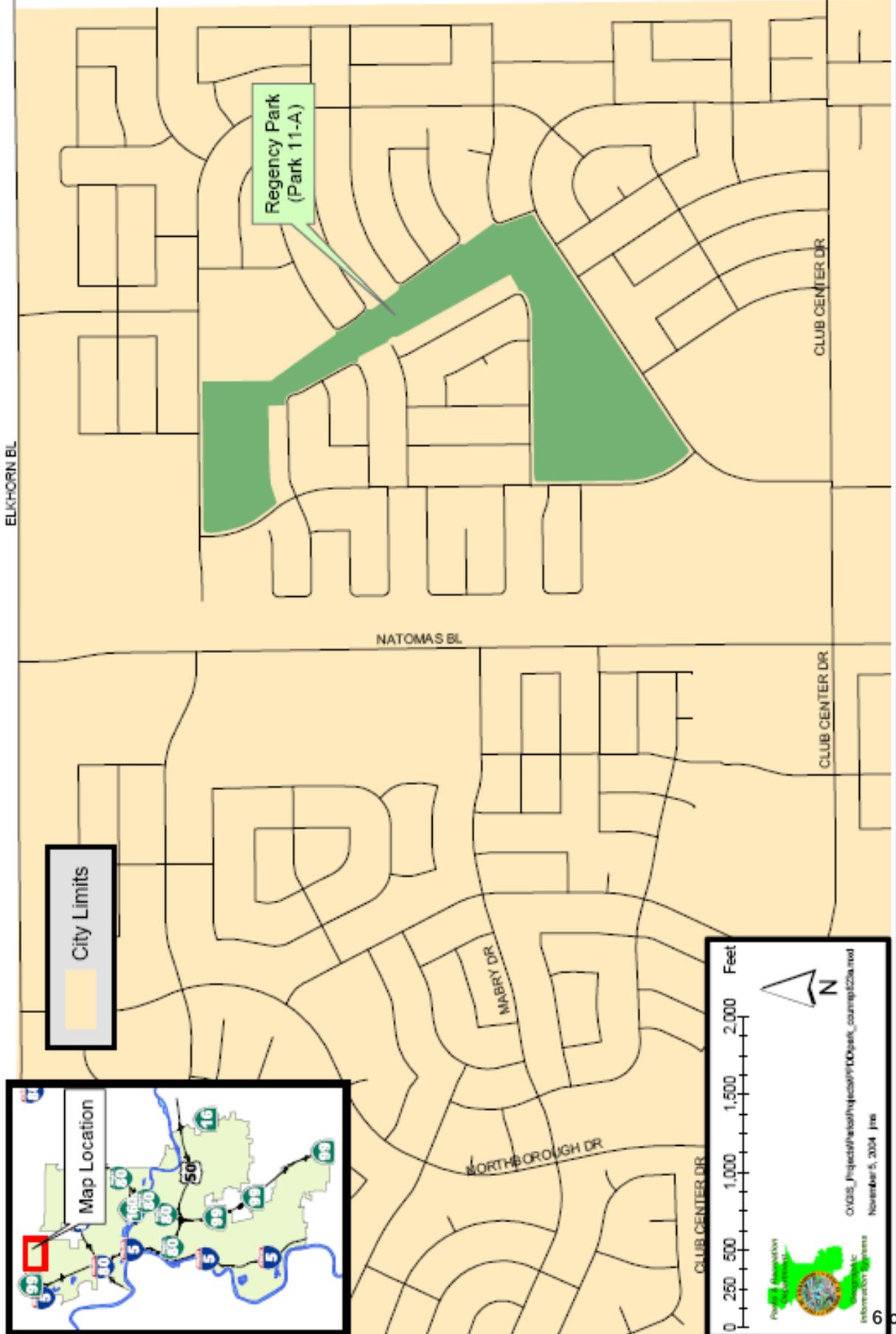
The Citizen's Advisory Committee for Parks and Recreation unanimously approved the Master Plan on January 10, 2002.

On September 3, 2002, the City Council approved the Master Plan, Environmental documents, and park name 'Regency Community Park.'

Regency Community Park was developed in two phases. Phase 1 developed an initial 15 acres and was completed in fall 2003. A water retention basin was also developed in conjunction with Phase 1, but with separate funding from the Utilities Department. Phase 2 completed development of the remaining 5 acres of the park and was completed in spring 2008.

Construction of the Regency Community Park Softball Field is expected to be completed in summer 2014.

# City of Sacramento Department of Parks and Recreation Regency Park (Park 11-A)





## PLAN LEGEND

Symbol	Description
<b>A</b>	Universally Accessible Playground
<b>B</b>	Soccer Field (210' x 330')
<b>C</b>	Earth Berms
<b>D</b>	12' Wide Bike / Pedestrian Trail
<b>E</b>	Drainage Canal
<b>F</b>	Disc Golf Course
<b>G</b>	Bike / Pedestrian Trail
<b>H</b>	Lighted Colt League-Size Baseball Field
<b>I</b>	Lighted Baseball / Soccer Field (210' x 330')
<b>J</b>	Main Entry Allee
<b>K</b>	Trail Seating Areas with 2 Benches or 2 Picnic Tables
<b>L</b>	Concrete Central Plaza
<b>M</b>	Water Feature Play Area
<b>N</b>	Parking Lot with 97 Spaces and 2 Handicapped Spaces
<b>O</b>	Restroom (Phase I), Concession, and Storage Building
<b>P</b>	Tot Lot and Adventure Play Area
<b>Q</b>	Grass Volleyball Courts
<b>R</b>	Picnic Shelter with Picnic Tables
<b>S</b>	Skatepark (52' x 84')
<b>T</b>	Park Entry Signage
<b>U</b>	1.7 Acre +/- Dog Park

R2006-86 Jan. 31, 2006

# REGENCY COMMUNITY PARK IIA



**B14190021008**

**CONTRACT SPECIFICATIONS  
FOR  
Regency Community Park Softball Field (L19152200)**

Plans Attached

For Pre-Bid Information Call:  
DENNIS DAY, Project Manager  
(916) 808-7633

Bids to be received before  
2:00 PM, Wednesday,  
JANUARY 8, 2014  
Historic City Hall  
915 I Street, 1<sup>st</sup> Floor  
Sacramento, CA 95814

Estimated Construction Cost: \$169,141.00- \$197,745.00

Construction Time: THIRTY (30) WORKING DAYS and NINETY (90) Calendar Days for Plant Establishment.

**The Notice to Proceed for this project will be issued about March 17, 2014 with the intent that Construction operations will begin no later than April 1, 2014.**

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**City of Sacramento**  
**Formal Bid / Proposal Delivery Options**

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

**Effective April 17, 2009, the City of Sacramento's receiving hours are 8am to Noon Monday through Friday. If sending bids via Option 2 - Expedited Services, the bid must be delivered prior to noon or it will not be delivered until the following business day.** The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	<b>United States Postal Service (USPS)</b>  - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk's Office <i>P.O. Box 122391</i> Sacramento, CA 95812-2391
2.	<b>Expedited Services – <u>Receiving Hours are 8am to Noon Monday through Friday</u></b>  - FedEx - UPS - DHL	Sacramento City Clerk's Office <i>915 I Street, Ste. 122391</i> Sacramento, CA 95814-2604
3.	<b>Personal Delivery</b>  - Hand Delivery - Courier	Sacramento City Clerk's Office <i>Historic City Hall</i> <i>915 I Street, Ste. 116</i> Sacramento, CA 95814

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, City Hall, 1<sup>st</sup> Floor, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM** on **JANUARY 8, 2014** and will be opened as soon thereafter as business allows, in the Council Chambers, City Hall for:

## **REGENCY COMMUNITY PARK SOFTBALL FIELD (L19152200)**

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

## **REGENCY COMMUNITY PARK SOFTBALL FIELD (L19152200)**

LBE CERTIFICATION STATEMENTS ARE DUE BY THE CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING to:

Tim Hopper, Department of General Services, Procurement Division  
5730 24<sup>TH</sup> Street, Bldg. 1, Sacramento, CA 95822

Phone: (916) 808-8173/ Fax: (916) 808-8266/ Email: [thopper@cityofsacramento.org](mailto:thopper@cityofsacramento.org)  
Failure to submit the required LBE information may be grounds for finding the bid non-responsive.

You can view and download the plans and Contract Documents from:

### **PLANET BIDS**

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#>

Subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of \$25,000 or less, or Public Maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** Each contractor and every lower-tier subcontractor submits certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal is via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor is given a Log On identification and password to access the City of Sacramento's reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

Disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding this Labor Compliance Program should be directed to the department's contracts staff or Contracts Services at (916) 808-5524.

Pursuant to Sacramento City Code Section 3.60.250, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 1<sup>st</sup> Floor, Sacramento, CA 95814.

**CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC  
WORKS PROJECTS**

See following links: [www.dir.ca.gov](http://www.dir.ca.gov) and/or [www.leginfo.ca.gov](http://www.leginfo.ca.gov)

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california labor code relating to apprentices on public works projects.docx

## **REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

### **INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

### **APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

### **DEFINITIONS**

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

### **CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

**Sierra Valley Construction**

Name of Contractor

**1001 Enterprise Way, Suite 100, Roseville, CA 95678**

Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento

("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3. 54 of the Sacramento City Code (the "Ordinance").

3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

- a. Bereavement Leave
- b. Disability, life, and other types of insurance
- c. Family medical leave
- d. Health benefits
- e. Membership or membership discounts
- f. Moving expenses
- g. Pension and retirement benefits
- h. Vacation
- i. Travel benefits
- j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits  
  
The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the Ordinance requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by me.

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Shaww Lawza  
Signature of Authorized Representative

2/6/17  
Date

Shaww Lawza  
Print Name  
President  
Title



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S  
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS  
ORDINANCE**

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S  
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS  
ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

**You May . . .**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

**You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

**BID PROPOSAL FORMS**

---

**PLEASE REMOVE AND**  
**COMPLETE**  
**THE FOLLOWING DOCUMENTS**  
**AND**  
**SUBMIT AS**  
**THE BID PROPOSAL**  
**PACKAGE**

**REGENCY COMMUNITY PARK SOFTBALL FIELD  
(L19152200)  
(Addendum #4)**

**B14190021008**

**January 7, 2014**

**To all Potential Bidders:**

Attached hereto are addenda items, which shall be incorporated into the request for proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

- (a) By acknowledging receipt, on the proposal form submitted; or
- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received at the Clerk's Office, 915 I Street, City Hall, **4TH Floor**, Sacramento, CA 95814-2671, prior to the hour and date specified for receipt of bids, may result in rejection of your offer. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any contractual questions related to this Addendum, contact Tim Hopper at (916) 808-8173. For technical questions contact the project manager: DENNIS DAY at (916) 808-7633.

Very truly yours,



Tim Hopper  
Contracts & Compliance Specialist  
Department of General Services

Enclosure

\_\_\_\_\_  
Clerk's Office

c: Distribution List  
Planholders

Bid Number: B14190021008

ADDENDUM #4 DATES: January 7, 2014

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**REGENCY COMMUNITY PARK SOFTBALL FIELD  
(PN: L19152200)**

**Addendum #4 includes:**

**Sealed bids are to be delivered to the City Clerk's Public Counter by 2:00pm on January 22, 2014 to the 4<sup>th</sup> FLOOR of the New City Hall, 915 I Street, Sacramento, CA. The old site was the 1<sup>st</sup> Floor. Contractors will need to allow time to get a badge from security to get access to the 4<sup>th</sup> Floor.**

**THE ORIGINAL BID DUE DATE OF JANUARY 8, 2014 HAS BEEN CHANGED TO JANUARY 22, 2014 PER ADDENDUM #3.**

**UNCHANGED PORTIONS OF THE PLANS AND SPECIAL PROVISIONS REMAIN IN EFFECT.**

Cc: File

**REGENCY COMMUNITY PARK SOFTBALL FIELD**  
**(L19152200)**  
**(Addendum #3)**

**B14190021008**

**January 6, 2014**

**To all Potential Bidders:**

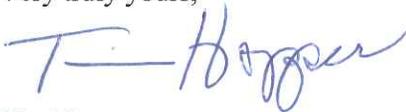
Attached hereto are addenda items, which shall be incorporated into the request for proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

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- (b) By separate letter or telegram which includes a reference to the bid request and addendum number.

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Very truly yours,



Tim Hopper  
Contracts & Compliance Specialist  
Department of General Services

Enclosure

\_\_\_\_\_  
Clerk's Office

c: Distribution List  
Planholders

Bid Number: B14190021008

ADDENDUM #3 DATES: January 2, 2014

---

**REGENCY COMMUNITY PARK SOFTBALL FIELD  
(PN: L19152200)**

Addendum #3 includes:

**Plan - Correction:**

1. On sheet L3, Grading and Drainage Plan: Add the following sentence to Grading and Drainage Note # 17: "If off-haul of excess soil generated from the project is required, the Contractor will be allowed to take the clean material free of debris to the undeveloped section (100+ acres) of the North Natomas Regional Park at Natomas Blvd. at North Bend Dr. The site has construction vehicle access, and the Contractor shall spread and graded the off-hauled soil to drain."
2. On sheet L6, Irrigation Plan: under Irrigation Key Notes, replaced Key Notes 1 and 2 with the following:
  1. Existing 2" Irrigation Water Service Stub. City will provide and install 2" Irrigation Water Service Meter. City Parks and Recreation Dept. will pay all meter fees and Water Development fees directly to the City of Sacramento, Utility Department. Contractor to provide and install approved Reduced Pressure Backflow Preventer per City Standard Drawings W-606.
  2. Existing 2" Irrigation Water Service Stub. City to provide and install 2" Domestic Water Service Meter. City Parks and Recreation Dept. will pay all meter fees and Water Development fees directly to the City of Sacramento, Utility Department. Contractor to provide and install approved Reduced Pressure Backflow Preventer per City Standard Drawings W-606.

**Specification - Correction:**

3. Eliminate Bid Item No. 7 – Drainage/Junction Box, from the project.
4. Eliminate Bid Item No. 8 – 4" PVC Gravity Drain Pipe from the project.
5. On Add Alternate Item No. A4 – Turf Sod to Place, replace the entire specification with the following:

**Add Alternate Item No. A4 – Turf Sod to Place**

This item shall consist of the added cost to installing Turf Sod in the areas designated on the planting plan for turf hydroseed and in other areas damaged by grading and construction operations, in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions. **If this additive alternate bid item is awarded then the contractor shall be paid for both the Turf Hydroseed and the Turf Sod to Place which will equal the total cost to place turf sod.**

- A. Preparing of Planting Areas, paid under the bid item for Turf Hydroseeding to Install.
- B. Weed Control paid under the bid item for Turf Hydroseeding to Install.

- C. Soil Preparation Materials paid under the bid item for Turf Hydroseeding to Install.
- D. Turf Sod shall consist of a the same turf mix indicated on the plans for turf Hydroseed, and shall conform to Section 10-42, and applicable paragraphs of Section 35-12 of the Standard Specifications and these Special Provisions.
- E. Turf Starter Fertilizer paid under the bid item for Turf Hydroseeding to Install.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Turf Sod to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Bid Proposal - Correction:**

- 6. Replace the Bid Proposal with the revised Bid Proposal attached:
- 7. Replace the Schedule of Values, with the revised Schedule of Values attached.

**THE ORIGINAL BID DUE DATE OF JANUARY 8, 2014 HAS BEEN CHANGED TO JANUARY 22, 2014.**

**UNCHANGED PORTIONS OF THE PLANS AND SPECIAL PROVISIONS REMAIN IN EFFECT.**

Cc: File

**CONTRACTOR NAME:** \_\_\_\_\_

TO THE HONORABLE CITY COUNCIL  
 SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

**REGENCY COMMUNITY PARK – SOFTBALL FIELD  
 (L19152200)**

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Site Clearing and Grubbing	1	LS	\$	\$
2.	Temporary Construction Fence to Install	1	LS	\$	\$
3.	Erosion and Sediment Control	1	LS	\$	\$
4.	Construction Staking	1	LS	\$	\$
5.	Site Grading	1	LS	\$	\$
6.	Lawn Catch Basin to Construct	1	EA	\$	\$
7.	Bid Item Not Used			\$Not Used	\$ Not Used
8.	Bid Item Not Used			\$Not Used	\$ Not Used
9.	6" PVC Gravity Drain Pipe	1	LS	\$	\$
10.	Aggregate Base to Place	1	LS	\$	\$
11.	Concrete Flatwork to Construct	1	LS	\$	\$
12.	18" Concrete Mow Strip to Construct	1	LS	\$	\$
13.	Infield Mix to Place	1	LS	\$	\$
14.	Team Benches to Install	4	EA	\$	\$

15.	Softball Field Bases	1	LS	\$	\$
16.	Park Rule Signs to Install	2	EA		2
17.	Backstop to Construct	1	LS	\$	\$
18.	6' Chain Link Fence to Install	1	LS	\$	\$
19.	10' Chain Link Fence to Install	1	LS	\$	\$
20.	Irrigation System Modifications	1	LS	\$	\$
21.	Trees to Plant (15 Gal.)	1	LS	\$	\$
22.	Turf Hydroseeding	1	LS	\$	\$
23.	Plant Establishment ( 90 days)	1	LS	\$	\$
<b>BASE BID SUBTOTAL</b>					<b>\$</b>
<b><u>ADDITIVE ALTERNATE BID ITEMS:</u></b>					
A1	Drinking Fountain to Install	1	LS	\$	\$
A2	Baseboards to Install	1	LS	\$	\$
A3	Additional Concrete Flatwork and AB to Install	1	LS	\$	\$
A3	Turf Sod to Place	1	LS	\$	\$
<b>ADDITIVE ALTERNATE SUBTOTAL</b>					<b>\$</b>
<b>BASE BID PLUS ADDITIVE ALTERNATE TOTAL</b>					<b>\$</b>

(F) – denotes final pay quantity

CONTRACTOR NAME: \_\_\_\_\_ **TOTAL \$** \_\_\_\_\_

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work within fifteen (15) days after the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of THIRTY (30) Working Days. The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

**The Landscape Architect's order of preference will be as follows: base bid first, followed by additive alternates in numerical order, based on funds available.**

In determining the amount bid by each bidder, the 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 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 the 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.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents. The undersigned has checked carefully all of the foregoing 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 Proposal.

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. #	_____	DATE	_____
Add. #	_____	DATE	_____
Add. #	_____	DATE	_____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ \_\_\_\_\_) not less than ten percent (10%) of amount Bid Proposal

<p><b><u>FOR CITY USE ONLY</u></b></p> <p><b>BID BOND SECURITY</b></p> <p><input type="checkbox"/> Properly Signed</p> <p><input type="checkbox"/> Improperly Signed</p> <p><input type="checkbox"/> Not Included</p> <p><input type="checkbox"/> Not Required</p> <p><b>TYPE OF DEPOSIT</b></p> <p><input type="checkbox"/> Bid Bond</p> <p><input type="checkbox"/> Cashier/Certified Check</p> <p><input type="checkbox"/> Other _____</p> <p>Initial: _____</p>
---

CONTRACTOR:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type)

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

\_\_\_\_\_  
Fax No. \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

**PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL**

Contractor's License No. \_\_\_\_\_ Type \_\_\_\_\_

Expiration Date \_\_\_\_\_

Tax I.D. Nos.- Fed. \_\_\_\_\_ State \_\_\_\_\_

City of Sacramento Business Operation Tax Certificate No. \_\_\_\_\_  
(City will not award contract if Certificate Number is missing.)

**REVISED 1-2-14 BY ADDENDUM # 3**

Remit To:

**CITY OF SACRAMENTO**  
 Department of Parks and Recreation  
 Park Planning & Development Services

**SCHEDULE OF VALUES**

Department of Parks and Recreation  
 Park Planning & Development Services  
 915 I Street, 3rd Floor  
 Sacramento, CA 95814

**PROJECT NAME: REGENCY COMMUNITY PARK - SOFTBALL FIELD**

**CITY PROJ. NO: L19152200**

**CONTRACTOR:**

Payment No. \_\_\_\_\_

**FUNDING:**

**ADDRESS:**

Work Performed Thru \_\_\_\_\_

**PHONE NO:**

Date Payment Submitted \_\_\_\_\_

Days Expended on Contract \_\_\_\_\_

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
<b>ITEMS OF THE BASE BID:</b>										
1	Site Clearing and Grubbing	LS	LS							
2	Temporary Construction Fence to Install	LS	LS							
3	Erosion and Sediment Control	1	LS							
4	Construction Staking	1	LS							
5	Site Grading	1	LS							
6	Lawn Catch Basin to Construct	1	LS							
7	Bid Item Not Used									
8	Bid Item Not Used									
9	6" PVC Gravity Drain Pipe	1	LS							
10	Aggregate Base to Place	1	LS							
11	Concrete Flatwork to Construct	1	LS							
12	18" Concrete Mow Strip to Construct	1	LS							
13	Infield Mix to Place	1	LS							
14	Team Benches to Install	4	EA							
15	Softball Field Bases	1	LS							
16	Park Rule Signs to Install	2	EA							
17	Backstop to Construct	1	LS							

**CITY OF SACRAMENTO**  
 Department of Parks and Recreation  
 Park Planning & Development Services

**SCHEDULE OF VALUES**

**PROJECT NAME: REGENCY COMMUNITY PARK - SOFTBALL FIELD**

**CITY PROJ. NO: L19152200**      **CONTRACTOR:**

**FUNDING:**      **ADDRESS:**

**PHONE NO:**

**REVISED 1-2-14 BY ADDENDUM # 3**

Remit To: \_\_\_\_\_

Department of Parks and Recreation  
 Park Planning & Development Services  
 915 I Street, 3rd Floor  
 Sacramento, CA 95814

Payment No. \_\_\_\_\_  
 Work Performed Thru \_\_\_\_\_  
 Date Payment Submitted \_\_\_\_\_  
 Days Expended on Contract \_\_\_\_\_

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
18	6' Chain Link Fence to Install	1	LS							
19	10' Chain Link Fence to Install	1	LS							
20	Irrigation System Modifications	1	LS							
21	Trees to Plant (15 Gal.)	1	LS							
22	Turf Hydroseeding	1	LS							
23	Plant Establishment (90 Days)	1	LS							

**ADDITIVE ALTERNATE BID ITEMS:**

A1	Drinking Fountain to Install	1	LS							
A2	Baseboards to Install	1	LS							
A3	Additional Concrete Flatwork and AB to Install	1	LS							
A4	Turf Sod to Place	1	LS							

**REGENCY COMMUNITY PARK SOFTBALL FIELD  
(L19152200)  
(Addendum #2)**

**B14190021008**

**December 12, 2013**

**To all Potential Bidders:**

Attached hereto are addenda items, which shall be incorporated into the request for proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

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For any contractual questions related to this Addendum, contact Tim Hopper at (916) 808-8173. For technical questions contact the project manager: DENNIS DAY at (916) 808-7633.

Very truly yours,



Tim Hopper  
Contracts & Compliance Specialist  
Department of General Services

Enclosure

\_\_\_\_\_  
Clerk's Office

c: Distribution List  
Planholders

**ADDENDUM NO. 2  
(B14190021008)**  
for  
**REGENCY COMMUNITY PARK SOFTBALL FIELD  
(L19152200)**

Sacramento, California

December 12, 2013

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**Item 1: LOCAL BUSINESS ENTREPRISE (LBE) PARTICIPATION FORM**

1. This form is to be submitted by the prime contractor. It is attached.

**Item 2: LOCAL BUSINESS ENTREPRISE (LBE) UNINCORPORATED  
AREAS MAP**

1. Map is attached

THE ORIGINAL BID DUE DATE OF January 8, 2014 REMAINS THE SAME.

This addendum is issued in conformance with the original plans and specifications.

Unchanged portions of the plans and special provisions remain in effect.

**LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM**

**NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.**

**1. LBE FIVE PERCENT (5%) PARTICIPATION**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

- 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
- 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
  - a. The LBE's principle business office or workspace; or
  - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

**A. LOCAL BUSINESS ENTERPRISE (LBE)**

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

- YES** - the firm submitting the bid is qualified as a local business enterprise.
- NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

\_\_\_\_\_

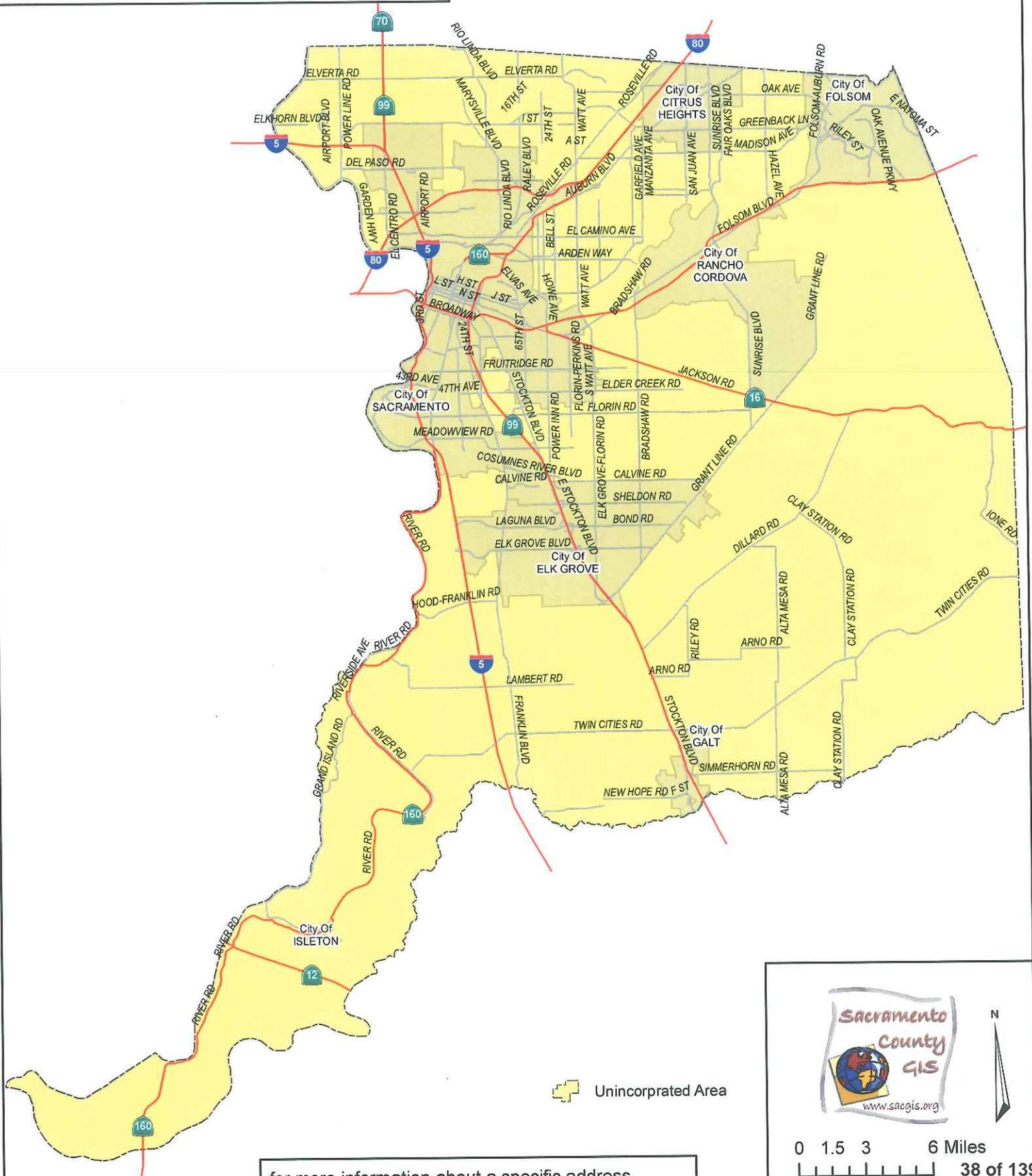
If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address\*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

## UNINCORPORATED AREAS



for more information about a specific address  
visit our Assessor Parcel Viewer at [www.sacgis.org](http://www.sacgis.org)

Sacramento County GIS  
[www.sacgis.org](http://www.sacgis.org)

0 1.5 3 6 Miles

38 of 139

Doc Date: December, 2010

**REGENCY COMMUNITY PARK SOFTBALL FIELD**  
**(L19152200)**  
**(Addendum #1)**

**B14190021008**

**December 6, 2013**

**To all Potential Bidders:**

Attached hereto are addenda items, which shall be incorporated into the request for proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

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For any contractual questions related to this Addendum, contact Tim Hopper at (916) 808-8173. For technical questions contact the project manager: DENNIS DAY at (916) 808-7633.

Very truly yours,



Tim Hopper  
Contracts & Compliance Specialist  
Department of General Services

Enclosure

\_\_\_\_\_  
Clerk's Office

c: Distribution List  
Planholders

**ADDENDUM NO. 1**  
**(B14190021008)**  
for  
**REGENCY COMMUNITY PARK SOFTBALL FIELD**  
**(L19152200)**

Sacramento, California

December 6, 2013

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**Item 1: REVISED BID GUARANTEE FORM**

1. The form has been clarified to show that bids will be opened at City of Sacramento, 915 I Street, Historic City, 2<sup>nd</sup> Floor Hearing Room,

THE ORIGINAL BID DUE DATE OF January 8, 2014 REMAINS THE SAME.

This addendum is issued in conformance with the original plans and specifications.

Unchanged portions of the plans and special provisions remain in effect.

**ADDENDUM 1**

**KNOW ALL MEN BY THESE PRESENTS,**

That we, \_\_\_\_\_

as Principal, and \_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_ and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at **915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814** up to the hour of 2:00 p.m. on **JANUARY 8, 2014** for the Work specifically described as follows:

**Regency Community Park Softball Field  
(L19152200)**

**NOW, THEREFORE**, if the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Contractor) (Seal)  
By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Surety)(Seal)  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Agent Name and Address \_\_\_\_\_

ORIGINAL APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Agent Phone # \_\_\_\_\_  
Surety Phone # \_\_\_\_\_  
California License # \_\_\_\_\_

**CONTRACTOR NAME:** Sierra Valley Construction, Inc.

**TO THE HONORABLE CITY COUNCIL  
 SACRAMENTO, CALIFORNIA:**

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

**REGENCY COMMUNITY PARK – SOFTBALL FIELD  
 (L19152200)**

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Site Clearing and Grubbing	1	LS	\$ 2,970.00	\$ 2,970.00
2.	Temporary Construction Fence to Install	1	LS	\$ 1,796.00	\$ 1,796.00
3.	Erosion and Sediment Control	1	LS	\$ 1,018.00	\$ 1,018.00
4.	Construction Staking	1	LS	\$ 1,551.00	\$ 1,551.00
5.	Site Grading	1	LS	\$ 2,539.00	\$ 2,539.00
6.	Lawn Catch Basin to Construct	1	EA	\$ 599.00	\$ 599.00
7.	Bid Item Not Used			\$Not Used	\$ Not Used
8.	Bid Item Not Used			\$Not Used	\$ Not Used
9.	6" PVC Gravity Drain Pipe	1	LS	\$ 6,921.00	\$ 6,921.00
10.	Aggregate Base to Place	1	LS	\$ 5,149.00	\$ 5,149.00
11.	Concrete Flatwork to Construct	1	LS	\$ 17,851.00	\$ 17,851.00
12.	18" Concrete Mow Strip to Construct	1	LS	\$ 2,155.00	\$ 2,155.00
13.	Infield Mix to Place	1	LS	\$ 18,355.00	\$ 18,355.00
14.	Team Benches to Install	4	EA	\$ 980.50	\$ 3,922.00

15.	Softball Field Bases	1	LS	\$ 2,599.00	\$ 2,599.00
16.	Park Rule Signs to Install	2	EA	155.50	2 311.00
17.	Backstop to Construct	1	LS	\$ 45,837.00	\$ 45,837.00
18.	6' Chain Link Fence to Install	1	LS	\$ 3,698.00	\$ 3,698.00
19.	10' Chain Link Fence to Install	1	LS	\$ 7,901.00	\$ 7,901.00
20.	Irrigation System Modifications	1	LS	\$ 21,209.00	\$ 21,209.00
21.	Trees to Plant (15 Gal.)	1	LS	\$ 1,288.00	\$ 1,288.00
22.	Turf Hydroseeding	1	LS	\$ 6,532.00	\$ 6,532.00
23.	Plant Establishment ( 90 days)	1	LS	\$ 775.00	\$ 775.00

**BASE BID SUBTOTAL** \$ 154,976.00

**ADDITIVE ALTERNATE BID ITEMS:**

A1	Drinking Fountain to Install	1	LS	\$ 6,144.00	\$ 6,144.00
A2	Baseboards to Install	1	LS	\$ 4,697.00	\$ 4,697.00
A3	Additional Concrete Flatwork and AB to Install	1	LS	\$ 7,706.00	\$ 7,706.00
A3	Turf Sod to Place	1	LS	\$ 6,468.00	\$ 6,468.00

**ADDITIVE ALTERNATE SUBTOTAL** \$ 25,015.00

**BASE BID PLUS ADDITIVE ALTERNATE TOTAL** \$ 179,991.00

(F) – denotes final pay quantity

CONTRACTOR NAME: Sierra Valley Construction, Inc. **TOTAL \$** 179,991.00

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work within fifteen (15) days after the Notice to Proceed by the City.

CITY OF SACRAMENTO  
 Department of Parks and Recreation  
 Park Planning and Development Services

Bid Proposal  
 Page 3 of 4  
 REVISED 1-2-14 BY ADDENDUM #3

It is understood that this Bid Proposal is based upon completion of the Work within a period of THIRTY (30) Working Days. The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

**The Landscape Architect's order of preference will be as follows: base bid first, followed by additive alternates in numerical order, based on funds available.**

In determining the amount bid by each bidder, the 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 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 the 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.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents. The undersigned has checked carefully all of the foregoing 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 Proposal.

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. #	<u>1</u>	DATE	<u>December 6, 2013</u>
Add. #	<u>2</u>	DATE	<u>December 12, 2013</u>
Add. #	<u>3</u>	DATE	<u>January 6, 2014</u>
Add #	<u>4</u>	Date	<u>January 7, 2014</u>

CITY OF SACRAMENTO  
Department of Parks and Recreation  
Park Planning and Development Services

Bid Proposal  
Page 4 of 4  
REVISED 1-2-14 BY ADDENDUM #3

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ \_\_\_\_\_) not less than ten percent (10%) of amount Bid Proposal

**FOR CITY USE ONLY**

**BID BOND SECURITY**

- Properly Signed
- Improperly Signed
- Not Included
- Not Required

**TYPE OF DEPOSIT**

- Bid Bond
- Cashier/Certified Check
- Other \_\_\_\_\_

Initial: SL

**CONTRACTOR:**

By: Shawn Lanza  
(Signature)

Shawn Lanza

(Print or Type)

Title President  
Address 1001 Enterprise Way, Suite 100  
Roseville, CA 95678

Telephone No. 916-772-0800  
Fax No. 916-772-0825

EMAIL ADDRESS shawn@sierraconstruct.com  
Date January 22, 2014

**PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL**

Contractor's License No. 802027 Type A & B

Expiration Date 10/31/2014

Tax I.D. Nos.- Fed. 35-2386693 State California

City of Sacramento Business Operation Tax Certificate No. 1008986  
(City will not award contract if Certificate Number is missing.)

# LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE PROGRAM REQUIREMENTS

(City Contracts, no Federal Funds Used)

## I. LBE PREFERENCE PROGRAM

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference.

The LBE Program provides for a **five percent (5%) preference** on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid.

Bidders shall submit proof to the City demonstrating that the business is in compliance with all applicable laws relating to licensing and is not delinquent on any City of Sacramento or County of Sacramento taxes, permits, or fees.

## II. LBE QUALIFICATION

- A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Proof of legitimate business presence in the city or unincorporated county of Sacramento shall include:
  - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
  - 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
    - a. The LBE's principle business office or workspace; or
    - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.
- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

### **III. APPLICATION OF LBE PREFERENCE**

- A. When applying the LBE preference to a Bid, the preference shall apply to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by five percent (5%) of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.
- B. When applying the LBE preference to a Proposal, the preference shall apply in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by five percent (5%) of the total possible evaluation points.
- C. The LBE preference shall apply to all City procurement opportunities under \$100,000 and professional service contracts of \$100,000 or more

### **IV. DEFINITIONS**

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- C. Bid: Any response to a City solicitation for bids.

**LOCAL BUSINESS ENTERPRISE (LBE)  
PARTICIPATION REQUIREMENTS**  
(City Contracts no Federal Funds Used)

**I. LBE PARTICIPATION REQUIREMENT**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a **minimum 5% participation level for LBEs on this contract**. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Bidders shall submit proof to the City demonstrating that the business and each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted are in compliance with all applicable laws relating to licensing and are not delinquent in payment of any City of Sacramento or County of Sacramento taxes, permits, or fees. Failure to submit the required LBE information may be grounds for finding the bid non-responsive.

**II. LBE QUALIFICATION**

- A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Proof of legitimate business presence in the city or unincorporated county of Sacramento shall include:
  - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
  - 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
    - a. The LBE's principle business office or workspace; or
    - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

### III. DETERMINATION OF LBE PARTICIPATION LEVEL

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. Participation Credit: To receive credit for participation:(1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for an LBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
  - Truckers: Credit for an LBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials, equipment, or supplies being transported by the trucker.

### IV. LBE REQUIREMENTS FOR CONTRACTOR

- A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid each LBE subcontractor or supplier.

Not later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may

be required by City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials, equipment, and supplies for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material, equipment, or supplies from other sources. Reasons for requesting such authorization would include:
1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
  2. The listed LBE becomes bankrupt or insolvent.
  3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
  4. The work performed or the materials/equipment/supplies provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
  5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject LBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a hearing to contest the proposed deduction. Upon receipt of a timely written

request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by telecopy, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by telecopy shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

## **V. DEFINITIONS**

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On December 26, 2013 before me, Jason Michael Theis, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Monica A. Hutchison  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

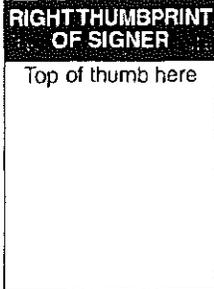
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



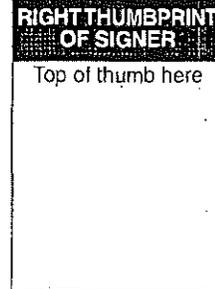
Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of December, 2013.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

County of Placer }

On January 22, 2014 before me, Cheryl G. Braley, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Shawn Lawza  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheryl G. Braley  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

My Comm. Expires Jul 25, 2014  
SACRAMENTO COUNTY  
Notary Public - California  
Commission # 188837  
CHERYL S. BRADY



## MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

**QUESTIONNAIRE**

**NOTICE:** For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. **Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:**

802027 A & B

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2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

Yes  No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

Yes  No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

Yes  No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

Yes  No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

6. Answer either subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

**NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.**

Yes                       No                       Not applicable

**OR**

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

**NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.**

Yes                       No                       Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

**NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.**

Yes                       No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

**NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.**

Yes                       No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes  No

**OR**

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

**NOTE:** Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as:  $(N/EH) \times 200,000$ , where

**N** = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)  
**EH** = total hours worked by all employees during the calendar year  
**200,000** = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes  No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

**NOTE:** If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes  No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

**NOTE:** If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes  No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

**NOTE:** If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes  No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

**NOTE:** If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

Yes  No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

**NOTE:** If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes  No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

**VERIFICATION AND SIGNATURE**

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at Roseville, CA, on January 22, 2014.  
(Location) (Date)

Signature:   
Print name: Shawn Lanza  
Title: President

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

## **Green Contracting Survey (Voluntary)**

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

**Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.**





**Subcontractor and Local Business Enterprise (LBE) Participation Form**

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL  
USE ONLY BASE BID AMOUNT TO ESTIMATE DOLLAR VALUE**

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name: Sierra Valley Construction Base Bid Amount: \$ 154,976 Is the Prime Contractor a LBE? Yes  No

Business Entity/Subcontractor Name and Address	Subcontractor License No.	Indicate LBE (subject to verification)	Items of Work and/or Description of Work, Services, or Materials to be provided to complete contract	Estimated Dollar Value of Work, Services, or Materials to be provided for Base Bid
Watson Engineering 1901 Lindsay Drive Roseville, CA 95678			Staking	\$ 1,295.00
Bayshore Fence Co 8374 Rovana Circle Sacramento, CA 95828	828513	LBE	Fencing, Install of Backstop	\$ 22,403.00
Nitta Erosion Control 3778 Del Mar Ave Loomis, CA 95650	401640		Turf Hydroseeding	\$ 2,560.00
David F O'Keefe Company 699 Hilldale Ave Berkeley, CA 94706			Benches and Backstop Materials	\$ 29,818.00
Parker Landscape Development Inc 6251 Sky Creek Dr. #A Sacramento, CA	588847	LBE	Landscaping & Irrigation	\$ 30,290.00

The Prime Contractor hereby certifies that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

Page \_\_\_ of \_\_\_

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

LBE PRIME CONTRACTOR AND SUBCONTRACTOR PARTICIPATION VERIFICATION INFORMATION ARE DUE BY CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING.  
THE SUBCONTRACTOR LICENSING NUMBER IS DUE WITHIN 24 HOURS OF THE BID DUE DATE AND TIME.

**FOLLOWING FORMS TO BE FILLED OUT**

**AND SIGNED**

**ONLY**

**IF AWARDED CONTRACT**

AGREEMENT  
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification March 18, 2014, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **Sierra Valley Construction, 2007-B Opportunity Drive, Suite 12, Roseville, CA 95678** ("Contractor"), in the amount of **One Hundred Fifty Four Thousand Nine Hundred Seventy Six Dollars and no cents (\$154,976.00)**.

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

- The Notice to Contractors
- The Proposal Form submitted by the Contractor
- The Instructions to Bidders
- The Emerging and Small Business Enterprise (ESBE) Requirements
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
- California Labor Code Relating to Apprentices on Public Works
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract
- Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. 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 in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

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 any of the terms and conditions 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, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

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

**Regency Community Park Softball Field  
(L19152200)**

including the Work called for in the following alternative bid items described in the Proposal Form:

NO ADDITIVE ALTERNATES AWARDED

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

(A) For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and

(B) For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS 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 or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the

City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

(B) No inaccuracy or error in said monthly estimates shall operate to release Contractor 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) The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

(E) The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

#### 7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), 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, City shall have the right to recover the balance from Contractor or its Sureties.

#### 8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall 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 fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on

the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, 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 THIRTY (30) WORKING days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents, NINETY (90) Calendar days for the plant establishment period. **The Notice to Proceed for this project will be issued on March 24, 2014 with the intent that Construction operations will begin no later than April 14, 2014.**

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

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, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

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

The City 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.

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval 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, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor 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 the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

#### 14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided 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. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty 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 warranty within ten (10) days 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 warranty results in a condition that constitutes an immediate hazard to public 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 both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

#### 15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

(A) The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an

architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

(B) Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of ONE THOUSAND (\$1,000.00) DOLLARS for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

THE FOLLOWING ADDITIONAL LIQUIDATED DAMAGES PROVISION(S) APPLY IF CHECKED:

In addition to the liquidated damages specified above, Contractor shall pay additional liquidated damages to City for failure to complete the portion of the Work specified below by the milestone date specified below (as such milestone date may be extended in accordance with the Contract Documents, if applicable). The amount of such additional liquidated damages shall be either *[check one]*:

a lump sum amount of \_\_\_\_\_, OR

the daily amount of \_\_\_\_\_ for each calendar day after such milestone date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such portion of the Work is completed.

Such amount is the actual cash value agreed upon by the City and Contractor as the additional loss to City and the public resulting from Contractor's default.

Portion of the Work

Milestone Date

\_\_\_\_\_

CONTRACTOR'S ACKNOWLEDGMENT: \_\_\_\_\_

In addition to the potential damages described above, failure to complete the entire Work within the time(s) specified herein may expose the City to penalties or fines and/or may negatively affect the availability of project funding. In recognition of these potential damages, in addition to the liquidated damages specified above, Contractor shall pay additional liquidated damages to City in the lump sum amount of \_\_\_\_\_ if the entire Work is not completed by \_\_\_\_\_. Such amount is the actual cash value agreed upon by the City and Contractor as the additional loss to City and the public resulting from Contractor's default.

CONTRACTOR'S ACKNOWLEDGMENT: \_\_\_\_\_

(C) 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 that otherwise would 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 under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

16. INDEMNITY AND HOLD HARMLESS

(A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

(B) The existence or acceptance by City of any of the insurance policies or coverages

described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. 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, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a 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 solely for the purpose of explanation.

19. INSURANCE

During the entire term of this Contract and until completion and final acceptance of the Work as provided in the Contract Documents, Contractor shall maintain in full force and effect the insurance coverage described in this section.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for performance of the Work under the Contract. No additional compensation will be provided for Contractor's insurance premiums.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required of or carried by the Contractor.

(A) Minimum Scope and Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(B) Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

(C) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

(3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

(D) Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

(E) Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative designated by City. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The City may withdraw its offer of contract or cancel the Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

(F) Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have 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. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention

of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that 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 any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

## 22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) 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 written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

## 23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of

time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. 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 or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date ( as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

- (A) For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- (B) For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- (C) For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion 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 violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties 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 arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

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, assessments 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 of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

(A) The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

(B) The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by

representatives of the City upon reasonable written notice.

32. USE TAX REQUIREMENTS

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

(A) Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

(B) Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

(C) The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

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

**CONTRACTOR**

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE 2/6/14

BY [Signature]  
Shawn Gonzales  
Print Name  
President  
Title

BY [Signature]  
Cheryl Braley  
Print Name  
Secretary  
Title

35-2386493  
Federal ID#

3313137  
State ID#

1008986

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

**CITY OF SACRAMENTO**  
a municipal corporation

DATE \_\_\_\_\_

BY \_\_\_\_\_  
James L. Combs, Parks & Recreation Director

For: John F. Shirey, City Manager

Original Approved As To Form:

Attest:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

\*ISSUED IN DUPLICATE\*

**CITY OF SACRAMENTO  
PERFORMANCE BOND**

**Bond No.:** 106040985

**Premium:** \$2,480.00

Page 1 of 1

**WHEREAS**, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to Sierra Valley Construction, Inc. , 1001 Enterprise Way, Suite 100, Roseville, CA 95678

as principal, hereinafter called Contractor, a contract for construction of:

**Regency Community Park Softball Field  
(L19152200)**

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract: and

**WHEREAS**, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

**NOW, THEREFORE**, we the Contractor and (*here insert full name and address of Surety*):

Travelers Casualty and Surety Company of America, 11070 White Rock Road, Suite 130, Rancho Cordova, CA 95670

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:

**One Hundred Fifty Four Thousand Nine Hundred Seventy Six Dollars and no cents (\$154,976.00)**, for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that 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 way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

**IN WITNESS WHEREOF**, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on January 30, 20 14. To be effective February 25, 2014.

Sierra Valley Construction, Inc.  
(Contractor) (Seal)  
By [Signature]  
Title Pres

Travelers Casualty and Surety Company of America  
(Surety) (Seal)  
By [Signature]  
Title Monica A. Hutchison, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]  
City Attorney

Agent name & Address Warren G. Bender Co.  
516 Gibson Drive, Suite 240, Roseville, CA 95678  
Agent Phone # (916) 380-5325  
Surety Phone # (916) 852-5266  
California License # 0406967

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On January 30, 2014 before me, Jason Michael Theis, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Monica A. Hutchison  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature *Jason Michael Theis*  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee s
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California

County of Placer }

On February 4, 2014 before me, Cheryl G. Braley, notary public,  
Date Here Insert Name and Title of the Officer

personally appeared Shawn Lawza  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Cheryl G. Braley  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

\*ISSUED IN DUPLICATE\*

**CITY OF SACRAMENTO  
PAYMENT BOND**

Bond No.: 106040985

Premium: Included

Page 1 of 1

**WHEREAS**, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Sierra Valley Construction, Inc. , **1001 Enterprise Way, Suite 100, Roseville, CA 95678** hereinafter called Contractor, a contract for construction of:

**Regency Community Park Softball Field (L19152200)**

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

**WHEREAS**, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550). Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

**NOW, THEREFORE**, we the Contractor and (*here insert full name and address of Surety*):

Travelers Casualty and Surety Company of America, 11070 White Rock Road, Suite 130, Rancho Cordova, CA 95670 , a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of **One Hundred Fifty Four Thousand Nine Hundred Seventy Six Dollars and no cents (\$154,976.00)**, on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, 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, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions. so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that 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 way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

**IN WITNESS WHEREOF**, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on January 30 , 20 14 . To be effective February 25, 2014.

Sierra Valley Construction, Inc.

(Contractor) (Seal)

By [Signature]  
Title [Signature]

Travelers Casualty and Surety Company of America

(Surety) (Seal)

By [Signature]  
Title Monica A. Hutchison, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]  
City Attorney

Agent name & Address Warren G. Bender Co.  
516 Gibson Drive, Suite 240, Roseville, CA 95678  
Agent Phone # (916) 380-5325  
Surety Phone # (916) 852-5266  
California License # 0406967

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Placer }

On January 30, 2014 before me, Jason Michael Theis, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Monica A. Hutchison  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee s
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227536

Certificate No. 005760613

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David K. Johnson, Monica A. Hutchison, Stephen D. Bender, Edward D. Johnson, and Todd J. Sorensen

of the City of Roseville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of January, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 10th day of January, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

County of Placer }

On February 4, 2014 before me, Cheryl G Braley, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Shawn Kanza  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



*Place Notary Seal Above*

Signature: Cheryl G Braley  
Signature of Notary Public

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

SIERR43

OP ID: DP

DATE (MM/DD/YYYY)

02/03/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Warren G. Bender Co. 516 Gibson Drive Suite 240 Roseville, CA 95678 Edward Johnson	916-380-5300	CONTACT NAME: Warren G. Bender Co.
	916-380-5206	PHONE (A/C, No, Ext): 916-380-5300 FAX (A/C, No): 916-380-5206
		E-MAIL ADDRESS: certs@wgbender.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Landmark American Ins Co
		INSURER B: Mercury Insurance Group
		INSURER C: State Compensation Ins. Fund
		INSURER D:
		INSURER E:
		INSURER F:

INSURED **Sierra Valley Construction Inc**  
1001 Enterprise Way, Suite 100  
Roseville, CA 95678

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	LHA137106	08/31/13	08/31/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BA040000009248	09/16/13	09/16/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X 9063947-13	09/01/13	09/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Rent/Leased Borrowed Equip		04-IM007075	09/30/13	09/30/14	R/L/B 45,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 L19155200 Regency Park Softball Field / The City of Sacramento, its officials, agents and employees are included as additional insured per the attached endorsement. AI, PRIM, Auto AI, WC WOS

**CERTIFICATE HOLDER**      **CANCELLATION**

<b>CITYS24</b>  City of Sacramento Risk Management Attn: Deb Patterson 915 I Street, 4th Floor Sacramento, CA 95814	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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*This Endorsement Changes The Policy. Please Read It Carefully.*

## ADDITIONAL INSURED BLANKET – PRIMARY AND YOUR WORK

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
<b>Name of Person or Organization:</b>	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".
- B. If you are required by a written contract to provide primary insurance, this policy shall be primary and **SECTION IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

This endorsement effective 8/31/13  
forms part of Policy Number LHA137106  
issued to Sierra Valley Construction Inc  
by Landmark American Insurance Company

California Automobile Insurance Company  
P.O. Box 10730  
Santa Ana, CA 92711-0730  
Customer Service: (800) 503-3724



**BUSINESS AUTO POLICY**  
**ADDITIONAL INSURED Amended Declarations**  
Effective Date: 10/24/2013

<b>NAMED INSURED:</b> SIERRA VALLEY CONSTRUCTION INC 1001 Enterprise Way Ste 100 Roseville, CA 95678-3016	<b>AGENT:</b> WARREN G BENDER 516 GIBSON DRIVE ROSEVILLE, CA 95678 (916) 380-5300
--	---

<b>SCHEDULE</b>	
<b>Insurance Company:</b>	California Automobile Insurance Company
<b>Policy Number:</b>	BA040000009248
<b>Policy Period:</b>	From: 09/16/2013 to 09/16/2014 at 12:01 AM Standard Time at your mailing address
<b>Additional Insured:</b>	CITY OF SACRAMENTO RISK MANAGEMENT
<b>Address:</b>	915 I St Fl 4, Sacramento CA 95814
<b>Endorsements Attached:</b>	
CA 20 48 02 99 - Designated Insured	

<b>AUTOMOBILE LIABILITY PROVIDED</b>	
<b>Covered Autos:</b>	Symbol 1 - Any "Auto"
<b>Limits of Insurance:</b>	\$1,000,000 CSL

ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION

REP B1  
9063947-13  
NEW  
NF  
5-70-81-77  
PAGE 1



HOME OFFICE  
SAN FRANCISCO

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

EFFECTIVE JULY 11, 2013 AT 12.01 A.M.  
AND EXPIRING SEPTEMBER 1, 2013 AT 12.01 A.M.

SIERRA VALLEY CONSTRUCTION INC

1001 ENTERPRISE WAY STE 100  
ROSEVILLE, CA 95678

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND  
WAIVES ANY RIGHT OF SUBROGATION AGAINST.

CITY OF SAC. RISK MANAGEMENT

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS  
POLICY IN CONNECTION WITH WORK PERFORMED BY,

SIERRA VALLEY CONSTRUCTION INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN  
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION  
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE  
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH  
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JULY 15, 2013

2570

A handwritten signature in black ink, appearing to read "Karl R. Va. Lauf".

A handwritten signature in black ink, appearing to read "Thomas E. Kone".

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

95 of 139

**WORKER'S COMPENSATION CERTIFICATION**

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

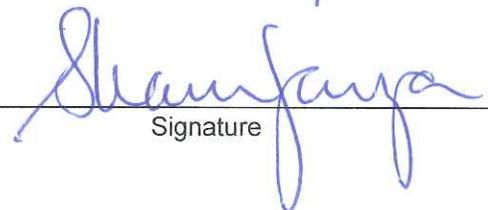
To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

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

*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 that code, and I will comply with such provisions before commencing the performance of the work of this contract.*

DATE: 2/16/14

Contractor Sierra Valley Construction, Inc

By   
Signature

**PAY REQUEST APPLICATION**

**PROJECT NAME AND NUMBER: Regency Community Park Softball Field  
(L19152200)**

**CONTRACTOR:** \_\_\_\_\_

**PURCHASE ORDER NO. (Required):** \_\_\_\_\_

**COST CENTER: (L19152200)** \_\_\_\_\_

**INVOICE NO.:** \_\_\_\_\_ **PERIOD ENDING DATE:** \_\_\_\_\_

SUBMITTAL OF A PROGRESS SCHEDULE IS REQUIRED TO BE SUBMITTED WITH THIS PAY REQUEST IN ACCORDANCE WITH CITY'S STANDARD SPECS; NO PROGRESS PAYMENTS WILL BE MADE FOR ANY WORK UNTIL SATISFACTORY SCHEDULE HAS BEEN SUBMITTED TO THE ENGINEER.

**ORIG. CONTRACT AMT.** \$ \_\_\_\_\_

**CHANGE ORDER NO. 1** \$ \_\_\_\_\_

**CHANGE ORDER NO. 2** \$ \_\_\_\_\_

**CHANGE ORDER NO. 3** \$ \_\_\_\_\_

**CHANGE ORDER NO. 4** \$ \_\_\_\_\_

**NET CHANGE BY CHANGE ORDERS:** \$ \_\_\_\_\_

**TOT ADJUSTED CONTRACT AMT TO DATE:** \$ \_\_\_\_\_

**BALANCE OF CONTRACT TO FINISH:** \$ \_\_\_\_\_

**TOTAL COMPLETE AND STORED TO DATE:** \$ \_\_\_\_\_

**LESS 5% RETENTION** \$ \_\_\_\_\_

**LESS PREVIOUS BILLINGS:** \$ \_\_\_\_\_

**AMOUNT DUE THIS INVOICE:** \$ \_\_\_\_\_

**\*\*\*Labor Compliance (payrolls etc.) is current and submitted for this Pay Request\*\*\***

**Submitted By** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Submit To:** Department of Parks & Recreation  
915 I Street, 3rd Floor  
Sacramento, CA 95814  
Attn.: Dennis Day, Project Manager/ Kirsten Wise, Labor Compliance Officer

**Approved**  
**By (Const. Insp.)** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved**  
**By (Project Manager)** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved**  
**By (Labor Compliance)** \_\_\_\_\_ **Date:** \_\_\_\_\_

In accordance with Public Contract Code §20104.50 the City shall pay Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP§685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

(Rev. 9/17/04)

**REVISED 1-2-14 BY ADDENDUM # 3**

Remit To:

**CITY OF SACRAMENTO**  
 Department of Parks and Recreation  
 Park Planning & Development Services

**SCHEDULE OF VALUES**

Department of Parks and Recreation  
 Park Planning & Development Services  
 915 I Street, 3rd Floor  
 Sacramento, CA 95814

**PROJECT NAME: REGENCY COMMUNITY PARK - SOFTBALL FIELD**

**CITY PROJ. NO: L19152200**

**CONTRACTOR:** Sierra Valley Construction, Inc.

Payment No. \_\_\_\_\_

**FUNDING:**

**ADDRESS:** 1001 Enterprise Way, Suite 100  
 Roseville, CA 95678

Work Performed Thru \_\_\_\_\_  
 Date Payment Submitted \_\_\_\_\_  
 Days Expended on Contract \_\_\_\_\_

**PHONE NO:** 1-916.772.0800

Item No.	Item Description	Estimated Quantity	Unit	Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
<b>ITEMS OF THE BASE BID:</b>										
1	Site Clearing and Grubbing	1	LS	\$2,970.00	\$2,970.00					
2	Temporary Construction Fence to Install	1	LS	\$1,796.00	\$1,796.00					
3	Erosion and Sediment Control	1	LS	\$1,018.00	\$1,018.00					
4	Construction Staking	1	LS	\$1,551.00	\$1,551.00					
5	Site Grading	1	LS	\$2,539.00	\$2,539.00					
6	Lawn Catch Basin to Construct	1	LS	\$599.00	\$599.00					
7	Bid Item Not Used			\$0.00	\$0.00					
8	Bid Item Not Used			\$0.00	\$0.00					
9	6" PVC Gravity Drain Pipe	1	LS	\$6,921.00	\$6,921.00					
10	Aggregate Base to Place	1	LS	\$5,149.00	\$5,149.00					
11	Concrete Flatwork to Construct	1	LS	\$17,851.00	\$17,851.00					
12	18" Concrete Mow Strip to Construct	1	LS	\$2,155.00	\$2,155.00					
13	Infield Mix to Place	1	LS	\$18,355.00	\$18,355.00					
14	Team Benches to Install	4	EA	\$980.50	\$3,922.00					
15	Softball Field Bases	1	LS	\$2,599.00	\$2,599.00					
16	Park Rule Signs to Install	2	EA	\$155.50	\$311.00					
17	Backstop to Construct	1	LS	\$45,837.00	\$45,837.00					

**REVISED 1-2-14 BY ADDENDUM # 3**

Remit To:

**CITY OF SACRAMENTO**  
 Department of Parks and Recreation  
 Park Planning & Development Services

**SCHEDULE OF VALUES**

Department of Parks and Recreation  
 Park Planning & Development Services  
 915 I Street, 3rd Floor  
 Sacramento, CA 95814

**PROJECT NAME: REGENCY COMMUNITY PARK - SOFTBALL FIELD**

**CITY PROJ. NO: L19152200**

**CONTRACTOR:** Sierra Valley Construction, Inc.

Payment No. \_\_\_\_\_

**FUNDING:**

Work Performed Thru \_\_\_\_\_

**ADDRESS:** 1001 Enterprise Way, Suite 100  
 Roseville, CA 95678

Date Payment Submitted \_\_\_\_\_  
 Days Expended on Contract \_\_\_\_\_

**PHONE NO:** 1.916.772.0800

Item No.	Item Description	Estimated Quantity	Unit	Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
18	6' Chain Link Fence to Install	1	LS	\$3,698.00	\$3,698.00					
19	10' Chain Link Fence to Install	1	LS	\$7,901.00	\$7,901.00					
20	Irrigation System Modifications	1	LS	\$21,209.00	\$21,209.00					
21	Trees to Plant (15 Gal.)	1	LS	\$1,288.00	\$1,288.00					
22	Turf Hydroseeding	1	LS	\$6,532.00	\$6,532.00					
23	Plant Establishment (90 Days)	1	LS	\$775.00	\$775.00					
	<b>BASE BID TOTAL</b>				<b>\$154,976.00</b>					
<b>ADDITIVE ALTERNATE BID ITEMS:</b>										
A1	Drinking Fountain to Install	1	LS	no award	\$0.00					
A2	Baseboards to Install	1	LS	no award	\$0.00					
A3	Install	1	LS	no award	\$0.00					
A4	Turf Sod to Place	1	LS	no award	\$0.00					
<b>ADDITIVE ALTERNATE TOTAL</b>					<b>\$0.00</b>					
<b>CHANGE ORDERS</b>										
1		1	LS							
2		1	LS							



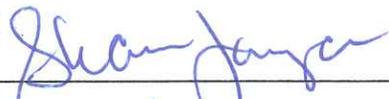
GUARANTEE

We hereby guarantee the: **Regency Community Park Softball Field**  
**(L19152200)**

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 one-year period from the date of acceptance without any 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, including but not limited to any related attorney fees and City staff and administrative expenses, therefore immediately upon demand.

Dated: 2-6-14

Signed:   
Shawn Kaurza  
Printed Name  
Sierra Valley Construction, Inc  
Company  
2007-B Opportunity Dr., Ste 12  
Address  
Roseville, CA 95678

# **SPECIAL PROVISIONS**

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**SPECIAL PROVISIONS FOR  
REGENCY COMMUNITY PARK SOFTBALL FIELD**  
(L19152200)

**I. GENERAL REQUIREMENTS**

**A. SCOPE AND LOCATION OF WORK**

The work to be performed under these Special Provisions consists of constructing Regency Community Park Softball Field in North Natomas, Sacramento. The improvements will consist of clearing and grubbing, grading and drainage, concrete flatwork, skinned infield, softball backstop, chain link fencing, irrigation system modifications, turf hydroseeding, tree planting, team benches and signage.

**B. COMPLETION TIME**

The time for the completion of all work is THIRTY (30) Working Days from the Notice to Proceed for substantial completion and NINETY (90) Calendar Days for Plant Establishment. 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 ONE THOUSAND DOLLARS (\$1,000.00) as liquidated damages and not as a penalty for each calendar day delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

**The Notice to Proceed for this project will be issued about March 17, 2014 with the intent that Construction operations will begin no later than April 1, 2014.**

**C. SPECIFICATIONS**

The work to be performed under this contract shall be done in accordance with the Standard Specifications of the City of Sacramento, adopted June 2007, referred to herein as "Standard Specifications" as modified by these Special Provisions, which shall apply to all work.

- i. Standard Specification 1-23 Engineer shall also mean Landscape Architect as defined in Standard Specification Section 1-33.
- ii. Standard Specifications Section 2-9 SUBCONTRACTORS; add the following after the sub paragraph 2 of the first paragraph in the Standard Specifications.

If a prime Contractor fails to specify a subcontractor, or, if a prime Contractor specifies more than one (1) subcontractor for the same portion of work to be performed under the Contract which portion exceeds one-half of one percent of the prime Contractor's total bid, the prime Contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime Contractor shall perform that portion himself or herself.

iii. Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR

Add the following after the last paragraph of the Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR with the following:

Contractor shall cooperate with the Landscape Architect, inspectors, and with other Contractors in every way possible. The Inspectors shall designate sequence of construction in case of controversy between Contractors.

iv. Standard Specifications Section 8 MEASUREMENT OF QUANTITIES

Delete the paragraph following Section heading 8-1 and replace it with the following: "The City shall determine quantities of work acceptable under the terms of the contract. Not more than once per month the Contractor shall present to the City a statement showing the amount of labor and materials incorporated into the work."

v. Special Notice Regarding Standard Specifications: The Standard Specifications of the City of Sacramento, dated June 2007, are subject to the provisions of Title 3 of the Sacramento City Code. If there is any conflict between the Standard Specifications as currently written and Title 3 of the Sacramento City Code, the latter shall govern.

vi. Standard Specifications Section 7 PROSECUTION AND PROGRESS. Add the following after the last paragraph of the Standard Specifications. Section 7-2 WORK SCHEDULE AND ADEQUATE RESOURCES. Contractor shall submit with each Pay Request Application an updated Work Schedule. The updated Work Schedule is an integral part of the Pay Request Application. The Pay Request Application will not be accepted for processing without an accompanying updated Work Schedule.

Special Notice Regarding Standard Specifications: The Standard Specifications of the City of Sacramento, dated June 2007, are now subject to the provisions of Title 3 of the Sacramento City Code. If there is any conflict between the Standard Specifications as currently written and Title 3 of the Sacramento City Code, the latter shall govern.

D. SUBCONTRACTORS

The Contractor shall comply with Section 2-9 of the Standard Specifications.

E. SCHEDULE OF UNIT PRICES

The successful lowest responsible bidder shall provide a Schedule of Unit Prices to the Landscape Architect prior to the award of the contract. The form for the Schedule of Unit Prices will be provided to the successful lowest responsible bidder by the Landscape Architect. This schedule of unit prices shall not be used for payment. Unit prices provided on the schedule of unit prices are for information only and may be used as a basis for determining

costs in changes in the work.

F. TIME OF AWARD

Section 3-2, "Time of Award: of the Standard Specifications is hereby amended for this project. Time of Award for this contract shall be made within ninety (90) calendar days after opening of the proposals to the lowest responsible bidder, unless otherwise stated in the contract agreement.

G. PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Request 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 practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Request for information regarding this procedure or other similar information, shall be directed to Dennis Day, Department of Parks and Recreation, Park Planning & Development Services, 915 I Street, 3<sup>rd</sup> Floor, Sacramento, CA 95814, (916) 808-7633, FAX (916) 808-8266.

It shall also be the bidder's responsibility to call to the attention of the Landscape Architect any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Landscape Architect at least seven (7) calendar days before the bid opening date.

H. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

The Contractor, after delivery of the contract and at least three (3) calendar days before beginning work, shall notify the Park Construction Inspector and arrange a pre-job conference. The Contractor shall submit to the Park Construction Inspector construction progress schedules in accordance with Section 7-2 of the Standard Specifications.

I. WORKMANSHIP AND MATERIALS

Except as otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. The quality of materials and workmanship shall be in accordance with the provisions of Section 5-17 of the Standard Specifications. Appearance of the finished work is of primary importance in all phases of this project. Any portion of the work may be rejected due to appearance.

J. TRADE NAMES AND ALTERNATIVES

In accordance with Paragraph 5-18 of the Standard Specifications of the City of Sacramento, certain articles or materials to be incorporated in the work may be designated, for convenience, under a trade name or the name of a manufacturer and

his catalogue information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Landscape Architect. The Contractor shall, within **seven (7) calendar days** after the **Bid Summary and Notification of Award Recommendation**, submit for the review of the Landscape Architect, materials, products, equipment and services which differ in any respect from the materials, products, equipment and services specified. Such submittals shall be accompanied by data to substantiate that such items are equal to those specified. The Landscape Architect shall be the sole judge as to the quality and suitability of substitutions and his/her decision is final. Requests for substitutions will not be entertained or considered by the Landscape Architect during the bidding period. No delay or extension of the contract time will be allowed because of the time required for submitting substitutions or for determining their equality. Failure to propose the substitution of any article or service within **seven (7) calendar days** after the **Bid Summary and Notification of Award Recommendation** will be deemed sufficient cause for the denial of request for substitution.

After an approval for a substitution is given, the Contractor shall be responsible for any variation of dimensions, locations, connections, sizes and openings, type and construction of substrate or support to receive materials, etc. The Contractor shall furnish and install any and all additional materials as may be required to perform a complete job without additional cost to the City.

Request for approval shall, in addition to following the directions described above, list any and all deviations in the quality, criteria, characteristics or dimensions from the specified item or items. Any deviations in the quality, criteria, characteristics or dimensions that do not appear in the request for approval and subsequently appear in the shop drawings or in the product or installation, may cause the Contractor to be directed to remove the item or items in total and at his expense, and to provide and install the item or items as originally specified. The mere mention in the request for approval that the item or items will be in accord with the manufacturer's specification or catalog will not be sufficient to alter the specifications unless approval is given to requests, which specifically list in the requesting letter where deviations in the quality, criteria, characteristics or dimensions exist.

K. ACCIDENT PREVENTION

The Contractor's attention is directed to Section 6-9 of the Standard Specifications, which requires compliance with all requirements of the California Occupational Safety and Health Act.

L. LOCATION OF EQUIPMENT AND PIPING

Drawings showing locations of equipment, piping, valves, sprinkler heads, and other appurtenances are diagrammatic only. When installation deviates from the plans and specifications, the Landscape Architect shall be notified for approval. The Contractor will be held responsible for deviations made without first obtaining the Landscape Architect's approval, and shall remove and relocate such items at his own expense if so directed by the Park Construction Inspector.

M. RELIEF FROM MAINTENANCE AND RESPONSIBILITY - RESOLUTION NO. 108 -

DATED MARCH 26, 1970

Upon the written request of the Contractor and upon written approval by the City Landscape Architect, the Contractor may be relieved of the duty of maintaining and protecting certain portions of the work, which have been completed in all respects in accordance with the requirements of the contract and to the satisfaction of the City Landscape Architect, and thereafter, except with his consent, the Contractor will not be required to do further work thereon. In addition, such action by the City Landscape Architect will relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from his negligence. Nothing in this section providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for repairing or replacing defective work or materials found at any time before either the formal acceptance of the entire contract by the City Council, or during the applicable guarantee period.

N. CONFLICTS

This Section of the Special Provisions shall supersede Section 5-3 of the Standard Specifications. In case of conflict between drawings and specifications, the drawings shall govern in matters of quantity, the specifications in matters of quality. In case of conflict within the drawings involving quantities or within the specifications involving qualities, the greater quantity and the higher quality shall be furnished.

O. PROTECTION OF FACILITIES

The Contractor shall be directed to Section 7-7 of the Standard Specifications, which shall also include protecting the work and materials to be used thereon from damage or loss due to theft, vandalism and malicious mischief. The Contractor shall be held responsible for such damages or loss, which he shall remedy at his expense.

P. PROTECTION OF DRAINAGE FACILITIES

The Contractor shall maintain all new drainage facilities so storm drainage runoff into the new system is clean. Use straw bales around inlets to minimize sediment infiltration during rainy season and control irrigation schedule to minimize runoff during initial planting of turf.

Q. CLEANING

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees work, and at the completion of work, he shall remove all his rubbish from and about the site and all his tools, scaffolding and surplus materials, and shall leave his work area, including all sidewalks and paving areas "broom clean", or its equivalent, unless more exactly specified in other trade sections of the specifications. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor. The Contractor at his expense shall remove spillage resulting from hauling operations along or across any public traveled way immediately. Water or dust palliative shall be applied if ordered by the Park Construction Inspector for the alleviation or prevention of dust nuisance. Construction operations shall be

conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

R. SUBMITTALS

In accordance with the provisions of Section 5-7, Standard Specifications of the City of Sacramento (except where noted below), the Contractor shall furnish the Landscape Architect with such shop drawings and other descriptive materials as may be necessary to adequately describe the equipment, material, and fabricated items proposed to be furnished under this contract, and to determine their compliance with the specifications, design, and arrangement shown on the contract drawings. Items to conform to Special Provisions and may include but not limited to:

<u>Item</u>	<u>Product Data/Catalog Cuts</u>	<u>Shop Drawings</u>	<u>Mock-up or Sample</u>
PVC Drain Pipe	X		
Drainage Structures	X	X	
Aggregate Base	X		
Concrete	X		X
Expansion Joint Materials	X		X
Reinforcement	X		
Drinking Fountain	X		
Team Bench	X		
Gate Valves	X		
Remote Control Valve	X		
Valve Boxes & Lid	X		
Quick Coupler Valve	X		
Spray Head	X		
Rotor	X		
Main and Domestic Water Line	X		
PVC Pipe Fittings	X		
Solvent Weld for PVC	X		
Swing Joint Assemblies	X		
Irrigation Piping	X		
Control Wire & Connectors	X		
Soil Amendments	X		X
Pre-emergent	X		
Turf Hydroseed Mix	X		
Plant Materials	X		
Pre-Manufactured Softball Backstop	X	X	
Chain Link Fencing	X	X	
Trex	X		

**One (1) copy** of such submittals shall be furnished for review by the Landscape Architect, a **digitally scanned copy** will promptly be returned with approval, rejection, or approval with modification. Neither equipment nor material shall deviate in any way from the approved

drawings without prior written approval of the Landscape Architect. Any fabrication of other work performed in advance of such approval shall be done entirely at the risk of the Contractor. The approval of submitted drawings or other descriptive material shall not relieve the Contractor of any obligation or responsibility for fulfillment of the contract as prescribed.

S. RECORD DRAWINGS OF NEW CONSTRUCTION

Should the work as installed differ from the original design, the Contractor shall supply the City with a reproducible Mylar "as-built" drawing with all deviations from the original recorded thereon (layout and grades included). This "as-built" shall be found to be of acceptable quality by the Landscape Architect. Upon request, the City shall supply the Contractor with a Mylar base map for his/her "as-built" drawing. "As-built" drawings shall also be required as stated in Section 36-4 of the Standard Specifications.

T. LICENSE REQUIREMENTS

For this publicly bid project either a General Engineering Contractor "A" that also holds a "C27" License or a General Engineering Contractor "A" License with a qualified subcontractor "C27" Licensed. The "C27" contractor shall have previous park construction experience, and shall be required to install the irrigation and landscaping for this project. The "A" contractor is categorized as a general engineering contractor as stated in the Business and Professions Code (B&P) Section 7056 of Article 4 Classifications on the California Contractors State License Board website.

U. PROTECTION OF EXISTING CONCRETE AND ASPHALT PAVEMENTS

Contractor shall repair and replace to City standards any existing asphalt or concrete pavements damaged during construction activities at no expense to the City. These pavement areas include street, curb and gutter, sidewalk and park path. Contractor shall meet with City inspector prior to construction activities to document existing conditions of these paved areas.

V. PROJECT COORDINATION

Contractor shall complete all general coordination with the Project Manager the Inspector and other staff as necessary to complete the Project in an efficient workmanlike manner; Submittals; Record Drawings; Maintenance of Traffic, Public Safety, and Convenience; Protection of Existing Improvements; Construction Facilities and Temporary Controls; Temporary Electricity; Project Closeout; and Operation and Maintenance Data for this project.

W. City Code 3.60.020 Determination of lowest responsible bidder

Where any provision of the city charter or this chapter requires competitive bidding and award of the contract for a public project to the lowest responsible bidder, the lowest responsible bidder shall be determined as follows:

- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality of a public project to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract; (iii) the ability of the bidder to perform the contract within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; and (v) the quality of the bidder's

performance on previous contracts with the city.

- b. The city council may by resolution, from time to time, adopt standard minimum qualifications for bidders on competitively bid contracts for public projects. If such standard minimum qualifications are included in the bid specifications for a contract, no bidder shall be considered "responsible" unless it is determined to be responsible in consideration of the factors set forth in subsection A, above, and also meets such standard minimum qualifications at the time of bid opening. The adoption and use of standard minimum qualifications shall not in any way limit or affect the city's ability to: (i) review information contained in a bid, and additional relevant information, and determine whether the bidder is a responsive and/or responsible bidder; or (ii) establish different and/or additional qualification requirements for specific contracts.
- c. The city council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small and emerging business enterprises in the city's contracting for public projects. The lowest responsible bidder shall be the responsible bidder whose bid is responsive to the bid requirements, including without limitation any small and emerging business enterprise program requirements included in the bid specifications, and whose bid price is the lowest, after all bid prices are calculated to include any applicable bid price preferences. (Ord. 2002-013 § 2: Ord. 99-007 § 3: prior code § 58.01.102)

X. City of Sacramento Subcontractor and ESBE Participation Verification FM440.

EBE and SBE Certification Statements are due to the contract manager by the close of business two days after bid opening for bid to be responsive.

Y. All publicly bid projects are subject to Performance and Payment Bonds.

Z. California Business and Professions Code, Section 7059 states that the Public Works agency has the authority to select classifications for the project.

AA. BUILDING PERMITS

The Contractor shall be responsible for picking up the project building permit(s) when ready to issue; be responsible for coordinating all necessary City Building Department inspections as well as any special inspections required by the permit(s); and be responsible for finalizing/closing out the building permit(s) with the City Building Department. The City shall pay for all building permit fees and special inspections.

If the Contractor fails to allow for the required building permit and special inspections of the work, the Contractor shall be liable for the costs to remove and reconstruct work to allow for the required inspections and for issuance of the final building permit.

## II. ITEMS OF THE BASE BID PROPOSAL

### Item No. 1 – Site Clearing and Grubbing

This item shall consist of clearing and grubbing for the proposed softball field in conformance with Sections 12, 13 and 15 of the Standard Specifications and these Special Provisions.

- A. Clearing and Grubbing shall conform to Section 12 of the Standard Specifications. All weeds less than two inches (2") in height may be disked under to a minimum depth of six inches (6"). All other weeds, shrubs, brush, vines, debris and all other objection material within the project site shall be removed.
- B. Debris - All resulting debris shall become the property of the Contractor, and disposed of outside the project limits at the Contractor's expense.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Site Clearing and Grubbing as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

### Item No. 2 – Temporary Construction Fence to Install

This item shall consist of furnishing, installing and maintaining a temporary 6' Chain Link Panel Construction Fence around the construction area shown on the Plans in conformance with Section 10 of the Standard Specifications.

- A. Demolition shall begin only after the temporary fence has been installed. Fence to remain in place throughout the duration of the project until project acceptance, or as directed by the Park Construction Inspector.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in Temporary Construction Fence to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

### Item No. 3 - Erosion and Sediment Control

This item shall consist of Erosion and Sediment Control at the locations indicated on the plans in conformance with Sections 13 and 16 of the City Standard Specifications and per the State Water Resources Control Board , Order No. 2009-0009-DWQ and these Special Provisions.

- A. This project is disturbing less than 1 acre of land so a State of California Storm Water Pollution Prevention Permit is not required. However, the contractor shall still take all measures to reduce or eliminate and erosion or sediment from construction activities leaving the site.
- B. The contractor shall be responsible for installing and maintain the best management practice to minimize the Sediment and Erosion Control of soil in the air and water. These BMP shall be installed and maintained from the beginning of the construction project and until the end.

Payment shall be made at the lump sum bid price, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Erosion and Sediment Control as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Item No. 4 – Construction Staking**

This item shall consist of Construction Staking the existing surface to the lines for the park development shown on the plans in conformance of the Standard Specifications and these Special Provisions.

A. Staking:

1. Vertical control is established by the bench mark indicated on the drawings.
2. Layout of work shall be done under the supervision of the Contractor by a City-approved Land Surveyor licensed in California using professional-type instruments. Contractor shall establish elevations and locate and stake all on-site improvements and grading for approval by the City prior to proceeding and shall be responsible for any damage that may be sustained by the City or others from incorrect locations of site improvements. This surveyor shall certify that the completed work is done in a manner that the City can check from conformance as the work progresses.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Construction Staking as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Item No. 5 – Site Grading**

This item shall consist of Site Grading the existing surface to the lines and grades for the park development shown on the plans in conformance with sections 14 and 15 of the Standard Specifications and these Special Provisions.

A. Layout of Work:

1. Grade the site to the tolerances shown.
2. Tolerances: Site grading shall be to the elevations shown on the Drawings, plus or minus 0.1 foot vertically.

B. The Contractor shall meet the lines and grades as shown on the grading plan. It shall be at the discretion of the Landscape Architect to allow the Contractor to make necessary adjustments to balance the earthwork on site at no additional cost to the City. The Contractor shall be solely responsible for earthwork calculations.

C. Relative Compaction for landscaped areas shall be 85%.

D. Site Grading shall be approved by the Landscape Architect upon completion of grading

operations and prior to beginning landscape planting.

- E. Excavation Grading shall include removal of soil as required to construct concrete walkways with aggregate base, and softball infield mix. All excavated soil may be used in grading operations or placed outside of project limits within the regional park at the Contractor's expense.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Site Grading as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Item No. 6 – Lawn Catch Basin to Construct**

This item shall consist of furnishing and constructing a Lawn Area Catch Basin complete with concrete collar at the location and elevation as shown on the plans in conformance with these Special Provisions.

- A. Lawn Area Catch Basin may be poured in place or may be precast, Christy model no. per plans or approved equal.
- B. Concrete shall be Portland Cement Concrete Type II Class "D", as specified in Section 10-5, and concrete work shall be completed in conformance with applicable requirements of Section 20 of the Standard Specifications.
- C. Grate shall be Christy welded steel grate with cross bars, 24" x 24" with lockdown bolts or approved equal.

Payment shall be made at the unit price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Lawn Catch Basin to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Item No. 7 – Drainage / Junction Box**

This item shall consist of furnishing and constructing a Drainage / Junction Box at the location and elevation as shown on the plans in conformance with these Special Provisions.

- A. Drainage / Junction Box may be poured in place or may be precast, Jensen Precast model per plans or approved equal.
- B. Concrete shall be Portland Cement Concrete Type II Class "D", as specified in Section 10-5, and concrete work shall be completed in conformance with applicable requirements of Section 20 of the Standard Specifications.
- C. Grate shall be Jensen cast iron 8-7/8" round, model number V01-71C or approved equal.

Payment shall be at the lump price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in providing and completing

the Drainage / Junction Box as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 8 – 4” PVC Gravity Drain Pipe**

This item shall consist of furnishing and placing 4" PVC Gravity Drain Pipe complete with cleanouts as shown on the plans in conformity with Sections 10 and 26 of the Standard Specifications and with these Special Provisions.

- A. PVC Gravity Drain Pipe and fittings shall conform to section 10 of the Standard Specifications.
- B. Trench Backfill shall conform to Drawing T-80 of the Standard Specifications.
- C. Excavation shall be performed by the Contractor in conformance with the Standard Specifications.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in providing and completing the 4" PVC Gravity Drain Pipe as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 9 – 6” PVC Gravity Drain Pipe**

This item shall consist of furnishing and placing 6" PVC Gravity Drain Pipe complete with cleanouts as shown on the plans in conformity with Sections 10 and 26 of the Standard Specifications and with these Special Provisions.

- A. PVC Gravity Drain Pipe and fittings shall conform to section 10 of the Standard Specifications.
- B. Trench Backfill shall conform to Drawing T-80 of the Standard Specifications.
- C. Excavation shall be performed by the Contractor in conformance with the Standard Specifications.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in providing and completing the 6" PVC Gravity Drain Pipe as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 10 – Aggregate Base to Place**

This item shall consist of furnishing and installing aggregate base (AB) under all concrete flatwork, and asphaltic pavement as shown on the plans in conformance with Section 10, and 17 of the Standard Specifications and these Special Provisions.

- A. Aggregate Base shall be Class II, per Section 26 of the State Standard Specifications.
- B. Recycled Aggregate Base will be allowed and must conform to the requirements of Section 26

of the State Specifications, and tested prior to arrival at the site to verify that it meets the requirements of Class II Aggregate base.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in providing and completing the Aggregate Base to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Item No. 11 - Concrete Flatwork to Construct**

This item shall consist of furnishing and constructing 4" reinforced Concrete Flatwork as shown on the plans in conformance with Sections 10, 18, and 24 of the Standard Specifications and as amended by these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius
- C. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.
- D. Test Panel shall be **required** and shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 36" X 36" X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.
- E. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in constructing Concrete Flatwork to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Item No. 12 – 18" Concrete Mow Strip to Construct**

This item shall consist of constructing 9" Concrete Mow Strip as shown on the plans in conformance with Section 10, 19 and 24 of the Standard Specifications and these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.
- C. Subgrade shall conform to Section 19 of the Standard Specifications, with the following exception: relative compaction shall be 85%.
- D. Finish shall be broomed parallel to the mow strip edge with a medium broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.
- E. Expansion Joints and Score lines shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints shall be place at 20' O.C., and score lines at 10' O.C.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 18" Concrete Mow Strip to Construct as shown on plans, as specified in these Special Provisions and as directed the Landscape Architect.

**Item No. 13 – Infield Mix to Place**

This item shall consist of furnishing all materials and labor for placing infield mix paving on top of landscape weed fabric as shown on the plans, and in conformance with these Special Provisions and the Standard Specifications.

- A. Infield Mix Submittal A one-quart sample of the infield mix to be used shall be submitted to the City Representative.
- B. Soil Sterilent To be chlorate-borate material with not less than forty percent sodium chlorate and soluble in water to the extent of 3.5 lbs. of product per gallon of water ("Chipman-Chlorax 40", Atrazine 80W, or approved equal).
- C. Infield surface mix shall be premixed as follows or approved equal:
 

Crushed Red Brick	50%
Clay	20%
Sandy loam soil	30%

Available from Cascade Rock, Sacramento, CA.
- D. Landscape Weed Fabric shall be DeWitt Weed Barrier Landscape Fabric, 3.5 ounce, 12 yr., Color Brown, UV treated, spunbonded fabric or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.
- E. Metal Anchor Pins shall be by Dewitt or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.
- F. Soil Sterilent Installation Shall be applied to the subgrade soil of areas to be paved prior to

base rock operations; uniformly applied per manufacturer's recommendations; minimum rate of 2.5 to 3.0 lbs./1000 square feet and watered with a minimum of 3 gallons/100 square feet. Contractor shall take all precautions necessary to avoid spray onto or runoff into planting areas.

- G. Contractor shall roll and compact two (2) uniform lifts of the infield mix. The roller shall not exceed 4 tons.
- H. Grades The finish grades of the infield mix shall conform to the lines and grades on the drawings and allow for drainage. Edges shall be flush with adjacent concrete or pavement.
- I. Waste Removal All waste incurred as a result of infield mix construction shall be removed from the site and disposed of legally. All excess material shall be removed from planting area.

Payment shall be at the lump sum price bid, for Infield Mix to Place and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Infield Mix to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Item No. 14 – Team Benches to Install**

This item shall consist of furnishing and installing a Team Benches as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Bench as specified on the plans or approved equal.
- B. ALL Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.

Payment shall be made at the unit price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Team Benches to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Item No. 15 – Softball Field Bases**

This item shall consist of furnishing and installing one set of Softball Plates and Home Plate as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Softball Bases as specified on the plans or approved equal. The bases shall have a durable rubber base cover with ribbed surfacing. Bases shall be removable bases with ground inserts. The contractor shall install the ground anchors at the location shown on the plans.
- B. Home Plate – shall be a Macgregor Wood-Filled Home Plate and shall be installed in-ground for a permanent installation.

- C. Pitching Rubber – The contractor shall install a 4-Way Pitcher’s Rubber. This item is a MacGregor 4-Way Pitcher’s Rubber and installed for a permanent installation.
- D. Base Plugs – Three rubber base plugs shall be purchase and installed within the in-ground anchors.

Payment shall be made at the lump sum bid price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Softball Field Bases as shown on plans, as specified in these Special Provisions and as directed the Inspector.

**Item No. 16 – Park Rule Signs to Install**

This item shall consist of proving materials and installing A Park Rules Sign as shown on the Plans in conformance with these Special Provisions and the City Standard Specifications and Standard Drawing No. T-270.

- A. Signs shall be provided by the City, for installation by the contractor. The top of the steel park sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-270, Standard Sign Center mount.
- B. Posts shall be standard weight galvanized steel, Schedule 40, 2” diameter size pipe with pipe cap.
- C. Sign clamps shall be two steel Single 2” ID U-Bracket Clamps.
- D. Concrete Footings shall be Portland Cement Concrete Class “D”, conforming to Section 10-5 of the Standard Specifications and as shown on Standard Drawing T-270.
- E. Stainless Steel Nuts & Bolts shall be vandal resistant bolts with the nuts tack welded on to reduce theft.

Payment shall be made at the unit price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Park Rules Signs to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 17 – Backstop to Construct**

This item shall consist of furnishing and installing a modified Baseball Backstop as shown on the plans, as specified in these Special Provisions, in conformance with Section 10-38 and Section 31 of the Standard Specifications and as directed by the Landscape Architect.

- A. Backstop shall be per Plans, or approved equal, and installed per the manufacturer’s instructions.
- B. Chain Link Fabric and Tire Wires shall be galvanized.

- C. Posts, Framework and Hardware to be galvanized.
- D. Concrete Footings shall be installed as specified by the manufacturer and shall be Class "A" or "B" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications.
- A. Backboards shall be recycled plastic lumber such as Trex, to meet sizes indicated on the plans. Color of boards shall be green. Submit color samples to Landscape Architect prior to installation.
- B. Backboards shall be bolted to the Anchor Plates welded to posts with three-eighths inch by two and one-half inch (3/8" x 2-1/2") galvanized carriage bolts. Peen bolt ends after tightening. See plans for further details.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing and installing all labor, materials, tools, equipment, incidentals, and for doing all work involved in completing Backstop to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 18 – 6' Chain Link Fence to Install**

This item shall consist of furnishing and installing 6'-0" Chain Link Fence as shown on the Plans in conformance with Sections 10-38 and 31, and Standard Drawing T-90 of the Standard Specifications and as amended by these Special Provisions.

- A. Fabric shall be as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- B. Tie Wires and Tension Wires shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.
- C. Top and Bottom Rail shall be used. Rails and Braces shall be 1.660" O.D. - G.S.P., or cold formed steel pipe, as stated in Paragraph C, and shall weigh 2.27 or 1.83 lbs. per linear foot, respectively.
- D. Terminal or Corner Post shall be 2.875" O.D. - G.S.P., or high tensile strength steel pipe manufactured from cold formed steel conforming to ASTM A569 and weighing 5.79 or 4.64 lbs. per linear foot, respectively.
- E. Line Post shall be 2.375" O.D. - G.S.P., or cold formed steel pipe, as stated in Paragraph C, and shall weigh 3.65 or 3.117 lbs. per linear foot, respectively.
- F. 3/8" Truss Rod and Turnbuckle shall be galvanized and installed as shown on Drawing T-90 of the Standard Specifications.
- G. Post Tops, Stretcher Bars and other required fittings and hardware shall be hot-dip galvanized and shall be of malleable iron, cast iron, or pressed steel.
- H. Concrete Footings shall be Class D Portland cement concrete conforming to Sections 10 of the Standard Specifications.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in 6' Chain Link Fence to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

### **Item No. 19 – 10' Chain Link Fence to Install**

This item shall consist of furnishing and installing 10' Chain Link Fence as shown on the Plans in conformance with Section 10-38, 31 and Standard Drawing T-90 of the Standard Specifications and as amended by these Special Provisions.

- A. Fabric shall be as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- B. Tie Wires and Tension Wires shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.
- C. Top and Bottom Rail shall be used. Rails and Braces shall be 1.660" O.D. - G.S.P., or cold formed steel pipe, as stated in Paragraph C, and shall weigh 2.27 or 1.83 lbs. per linear foot, respectively.
- D. Terminal or Corner Post shall be 2.875" O.D. - G.S.P., or high tensile strength steel pipe manufactured from cold formed steel conforming to ASTM A569 and weighing 5.79 or 4.64 lbs. per linear foot, respectively.
- E. Line Post shall be 2.375" O.D. - G.S.P., or cold formed steel pipe, as stated in Paragraph C, and shall weigh 3.65 or 3.117 lbs. per linear foot, respectively.
- I. 3/8" Truss Rod and Turnbuckle shall be galvanized and installed as shown on Drawing T-90 of the Standard Specifications.
- J. Post Tops, Stretcher Bars and other required fittings and hardware shall be hot-dip galvanized and shall be of malleable iron, cast iron, or pressed steel.
- K. Concrete Footings shall be Class D Portland cement concrete conforming to Sections 10 of the Standard Specifications.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in completing the 10' Chain Link Fence to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

### **Item No. 20 - Irrigation System Modifications**

This item shall consist of furnishing and installing upgrading the existing irrigation controller and modifying the existing automatic Irrigation System as shown on the drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special

Provisions.

- A. Irrigation Controller Upgrades – shall be a John Deere Green Tech model number DX-UPGD36-48-12 Station RM DX2 upgrade kit. The contractor shall order and install the twelve (12) station irrigation controller upgrade per the manufactures specifications.
- B. Electric Control Valves shall conform to Section 36-13 of the Standard Specifications. Electric control valves shall be Hunter brass model IBV, or approved equal, and shall be constructed as specified in Section 10-50 of the Standard Specifications. Lawn and shrub area valves shall be installed at grade.
- C. Gate Valves shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be lead free and shall be manufactured by Nibco, Model number T-113LF or approved equal and as shown on the plans and shall be installed at the locations as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.
- D. Valve Boxes shall be installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.
- E. Electrical shall conform to Section 34 of the Standard Specifications.
- F. Irrigation Control Wires shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trench for irrigation control wires through existing lawn shall be twenty-four inches (24") deep. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.

Irrigation Control Wires shall be color coded to the use listed below and follow the colors associated with them.

- |                  |             |
|------------------|-------------|
| 1. Full Rotor -  | Red Wire    |
| 2. Part Rotor -  | Green Wire  |
| 3. Spray Heads - | Yellow Wire |
| 4. Bubblers -    | Blue Wire   |
| 5. Common Wire - | White Wire  |

- G. Quick Coupling Valves shall be by Hunter Model HQ-5RC or approved equal as specified in the plans, or approved equal. Quick coupling valve shall be constructed of brass with a locking yellow thermoplastic rubber cover with "DO NOT DRINK" markings. Quick Coupling valve shall be installed as shown on the plans in conformance with Section 10-53 of the Standard Specifications (the following shall be disregarded in the Standard Specifications "...single slot type with on inch (1") treaded pipe connection and one (1") key connection..." Valve box shall be installed with the top at finished grade. **One (1) quick coupler keys model HK-55 shall be provided to the City of Sacramento at the completion of the project.**
- H. Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All fittings on the upstream of the valve shall be schedule 80 PVC and all of the fittings downstream of the irrigation valve shall be schedule 40 PVC.
- I. Main Line Pipe shall conform to Section 10-44 of the Standard Specifications and be amended as follows: Main line shall be schedule 40 solvent weld for lines 2" and smaller and class 315

PVC for lines 2½" and larger shall be PVC rubber ring and gasket. Main line pipes 2" and larger shall have concrete thrust blocking in conformance with Section 27-6 and Standard Drawing No. "W-103" of Section 38 of the Standard Specifications. The contractor shall pressure test the irrigation main line with the inspector present. The pressure test shall consist of the contractor pressurizing the mainline to 150 PSI for two hours with zero pressure loss with either the Inspector or Landscape Architect present.

- J. Lateral Line Pipe or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld PVC pipe and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.
- K. Trench Backfill shall be installed at no more than 6" lift and each lift shall be compacted to 85% relative density in landscaped areas and compacted to 95% within future paving areas. Mainline trenches shall also have 3" of sand below the mainline and 6" of sand above the conduit.
- L. PVC Primers and Solvent welded - PVC pipes will require the following primer and solvent glue applications. Primer shall consist of Weld-On P-70 Industrial Grade Primer and the PVC Solvent Cement shall be Weld-On 711 Heavy Bodied Cement, or approved equal. The primer and solvent cement shall be installed per manufactures specifications.
- M. Sprinklers shall be installed at the locations shown on the plans, in conformance with Standard Drawing No. L-50 of Section 38 of the Standard Specifications. Sprinklers shall be the type and model as shown on the plans.
- N. Ball Valve Assembly shall be installed at the locations shown on the Plans. Ball Valve Assembly shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be the type and model as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.
- O. Electronic Marker System shall not be required.
- P. Irrigation Sleeves – Shall conform to the Standard Specifications 36-8. The minimum diameter of the sleeve shall be at least two times the diameter of the conduit going through the sleeve. The sleeve shall extend a minimum of 1' beyond the edge of the paving.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Irrigation System Modifications as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Item No. 21 - Trees to Plant (15 gal)**

This item shall consist of furnishing, preparing and planting 15-gallon Trees in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.

Soil in lawn areas adjacent to paved areas shall be graded so that after settlement, the soil will

be one half inch (1/2") below the top of the paving.

- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- C. Trees and Planting Materials shall conform to Section 35-7 of the Standard Specifications, except where noted.
  - 1. Trees quality and size shall comply with current edition of "American Standard for Nursery Stock" as adopted by the American Association of Nurseryman.
  - 2. Plant Schedules shown on the plans are for the Contractor's convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.
  - 3. Tree Stake shall be pressure-treated lodge pole pine, eight foot (8') by two inch (2") diameter.
  - 4. Nursery Stakes shall be removed at the time of planting. No nursery stake shall be present prior to final acceptance unless other directed by the Landscape Architect.
  - 5. Tree Ties shall conform to Section 35-7, paragraph G with the exception of the ties shall be rubber and attached per planting detail.
  - 6. Mulch shall conform to the applicable paragraphs of Section 35-8. Mulch area shall be a four foot (4') diameter circle from the tree base in turf.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Trees to Plant (15 gallon) as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Item No. 22 – Turf Hydroseeding**

This item shall consist of furnishing materials, preparing and Turf Hydroseeding areas shown on the Plans in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Preparing of Planting Areas, Section 35-5 of the Standard Specifications shall be amended as follows: Soil shall be cultivated until the condition of the soil is loose and fine-textured to a depth of six inches (6"). Finish grade of all planting areas shall be reviewed and approved by the Park Construction Inspector before proceeding with planting.

Soil in lawn areas adjacent to curbs or paved areas shall be graded so that after settlement, the soil will be one-half inch (1/2") below the top of curb or paving.

The following shall NOT be required from Section 35-5 of the Standard Specifications:  
"The soil shall be kept wet for a period of fourteen (14) days to permit germination of weeds. After the fourteen- (14) days, the area shall be allowed to dry to a condition that any spray equipment will not damage the existing grades. Weeds shall be sprayed with an approved chemical, which controls both broadleaf plants and grasses, but will not contaminate the soil,

such as Roundup.”

B. Weed Control shall conform to Section 35-6 of the Standard Specifications.

C. Quality Control

1. Amendment Samples: Contractor shall provide a one-quart sample of each proposed amendment to Soil and Plant Laboratory of Santa Clara, (408) 727-0330, for their testing for conformance to this specification. No material shall be delivered to the site until the Park Construction Inspector approves the samples. All testing costs shall be paid for by Contractor.

D. Planting Areas: All areas to be planted, whether in seed, sod, container stock, flats, or otherwise, are defined as planting areas in these documents.

E. Soil Preparation Materials shall be determined from the soils report. The following is assumed for bidding purposes only.

1. Soil Conditioner/Fertilizer shall contain 6-20-20 (NPK ratio), and shall be applied uniformly at the rate of 20 lbs. per 1,000 square feet. Also add 4 lbs. Potassium Sulfate (30-0-50) and 70 lbs. Agricultural Gypsum per 1,000 s.f. Soil conditioner shall be cultivated into the top six inches (6”) of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Project Construction Inspector. For supplier call 1-800-927-3311 or (909) 590-1790.

2. Organic Amendment shall be nitrogen treated fir bark with the following properties:

Physical Properties: 95% - 100% passing, sieve size 6.35 mm (1/4” inch), 80% - 100% passing, sieve size 2.38 mm (No. 8, 8 mesh), and 0% - 30% passing, sieve size 500 micron (No. 35, 32 mesh).

Chemical Properties: Nitrogen Content (dry weight basis) – 0.4-0.6% iron content – minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts – maximum 3.5 milliohms / centimeter @ 25 degrees C as determined by saturation extract method; ash = 0 – 6.0%

Amendment shall be uniformly distributed throughout all irrigated planted areas and incorporated to a homogenously blended depth of six inches. Rate shall be 5 cubic yards per 1,000 square foot.

F. Finish Grading

Contractor shall finish grade all irrigated planting areas unless otherwise noted, and shall remove all rocks and clogs over one cubic inch to a depth of one inch below finish grade. All areas shall be smooth and uniformly graded. All erosion damage during the construction period shall be repaired by the Contractor.

G. Turf Hydroseeding shall conform to Section 10-42, and applicable paragraphs of Section 35-7 of the Standard Specifications and these Special Provisions.

1. Seed Mix shall consist of 90% Dwarf type fescue and 10% Kentucky Blue Grass

applied at the rate of not less than twelve (12) lbs. of viable seed per 1,000 square feet. Seed mix shall be submitted to the Park Construction Inspector for approval. All seed shall be labeled in accordance with the California Food and

Agricultural Code and shall be delivered to the site in original, unopened containers and shall bear a dated guaranteed analysis.

2. Wood Fiber Mulch shall be applied at the rate of 60 lbs. per 1,000 square feet. Wood Mulch shall be a fibrous cellulose mulch containing no growth or germination inhibiting substances, and shall be manufactured in such a manner that when thoroughly mixed with seed, fertilizer, and water, in the proportions specified, it will form a homogenous slurry, which is capable of being sprayed to form a porous mat. The fibrous mulch in its air-dry state shall contain no more than 10 percent by weight of water.
  3. Fungicide shall be applied at the rate of one-third (1/3) lbs. per 1,000 square feet.
  4. Binder shall be Am-Tac tackifier or approved equal applied at the rate as recommended by the manufacturer. Binder shall bind the fiber mulch to prevent erosion.
- H. Turf Starter Fertilizer shall be applied at the rate of ten (10) lbs. per 1,000 square. Starter fertilizer shall conform to the requirements of the California Food and Agricultural Code.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Turf Hydroseeding as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Item No. 23 - Plant Establishment (90 days)**

This item shall consist of maintaining the landscape planted areas installed in this contract as shown on the plans in conformance with Sections 35-15 through 35-18 of the Standard Specifications and as amended by these Special Provisions.

- A. Start of Maintenance Period shall conform to Section 35-15 of the Standard Specifications. As amended by the following: The start of the Maintenance period will not start until SUBSTANTIAL COMPLETION (refer to sections 1-45 and 8-4 of the 2007 City Standard Specifications) of the entire project has been determined by the City landscape architect.
- B. Watering shall conform to Section 35-13 of the Standard Specifications and these Special Provisions.
- C. Plant Replacement shall conform to Sections 35-14 of the Standard Specifications.
- D. Plant Establishment period or Landscape Maintenance Period shall conform to Section 35-16 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be Ninety (90) calendar days and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance shall continue until final acceptance of the work.

- E. Lawn Maintenance shall conform to Section 35-16 of the Standard Specifications. When the lawn reaches three inches (3") in height, the Contractor shall mow it to a height of one and one-half inches (1-1/2"). The lawn shall be mowed thereafter on a weekly basis to a height of one and one-half inches (1-1/2"). Lawn growing around trees, light poles, fences, and other obstacles shall be maintained at a height equal to that of the adjacent lawn areas, or may be chemically controlled with the approval of the Landscape Architect. Catching of lawn clippings shall not be required. Following a minimum of three (3) mowings the Contractor shall be required to treat the lawn with a selective broadleaf and grass weed herbicide that will not harm the lawn. The Contractor shall conform to Section 35-6 of the Standard Specifications for application of herbicides.
1. Lawn Fertilizer (2nd Application): One week prior to the final inspection the Contractor shall apply to all lawn areas a second application of fertilizer with a 16-6-8, N-P-K analysis, at six (6) pounds per 1,000 square feet.
- F. Tree & Shrub Maintenance. Trees and Shrubs shall be pruned and shaped as directed by the Landscape Architect. Trees shall be restaked as necessary. Maintain watering basins and shrub and groundcover areas free of weeds.
- G. Pre-Final Inspection shall conform to Section 35-17 of the Standard Specifications and be amended as follows: Seven (7) weeks prior to the end of Maintenance Period, the Inspector and the Landscape Architect shall conduct a pre-final inspection. At the pre-final inspection or at anytime thereafter, should the Inspector determine that the project meets the requirements of the final acceptance of the work, he may issue final acceptance of the project to the Contractor.
- H. Final Inspection shall conform to Section 35-18 of the Standard Specifications. At the time of final acceptance of the work, any square yard of the planted areas shall be ninety percent (90%) weed free and in a neatly mowed condition, as determined by the Inspector.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Plant Establishment (90 days) as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

## II. ADDITIVE ALTERNATE BID ITEMS

### Additive Alternate A1 - Drinking Fountain to Install

This item consists of furnishing and installing an accessible Drinking Fountain with jug filler and associated appurtenance in conformance with these Special Provisions and the Standard Specifications.

- A. Drinking Fountain Assembly shall be MDF 440-SM SS with Jug Filler, or approved equal. Powder coated finish, color shall be bronze. Nibco T-113-LF valve required. Freeze-proof valves are not required. Distributed by: Most Dependable Fountains, (800) 552-6331, fax (901) 867-0159 or Husband and Associates: 925-426-5001

- B. 1" Supply Line shall be PVC pipe, Schedule 40, solvent weld with Schedule 80 fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.
- C. Disinfection of the domestic water line shall be in conformance with Standard Specifications Section 27-12 – Disinfection of Water Mains. Delete the following paragraph Section 27-12, 5, e. and replace it with the following: "Twenty-Four (24) hours after flushing the chlorinated water from the domestic main the contractor will collect samples for testing." The samples shall be bacteriology tested for the items listed in Section 27-12, 5, f.
- D. Two (2) Gate Valves with blow-off valves shall be installed in the water supply line in concrete valve boxes with locking tops. Gate valves shall be key-operated, size as shown on the plans.
- E. Catch Basin with Sump shall be constructed as shown on the drawings. Concrete shall be Type II Class "D", as specified in Section 10 and concrete work shall be completed in conformance with applicable requirements of Section 30 of the Standard Specifications. Fill sump with rock as noted on the plans.
- F. Drain Line shall be ABS or PVC pipe, Schedule 40, solvent weld with PVC DWV fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.
- G. Drain Grate shall be No. 3 Round Drain, J. R. Smith Model 2110 series with vandal proof grate Model U or approved equal.
- H. **ALL Bolts** shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.
- I. Concrete Footing shall be Portland Cement Concrete Type II Class "D", as specified in Section 10 and installed in conformance with Section 20 of the Standard Specifications and the manufacturer's specifications.
- J. Concrete Pad shall be Portland Cement Concrete Type II Class "D", as specified in Section 10 and installed in conformance with Section 20 of the Standard Specifications and the manufacturer's specifications. Concrete pad shall be thickened underneath area of anchoring to 6".

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Drinking Fountain to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. A2 – Baseboards to Install on 10' Fence**

This item shall consist of furnishing and installing Baseboards with short intermediate support posts on sections of the 10' Chain Link Fence indicated to have baseboards as shown on the Plans and as amended by these Special Provisions.

- A. Anchor Plates for mounting baseboards shall be welded to all posts as required. All welds shall be epoxy coated to prevent rust.
- B. Baseboards shall be made of Trex or approved equal, construction grade and meet sizes indicated on the plans. Color as indicated on the plans.
- C. Hardware - Baseboards to be bolted to the anchor plates welded to the posts with three-eighths inch by two inch and one-half inch (3/8" x2-1/2") galvanized carriage bolts. Peen bolt ends after tightening. See plans for further details.
- D. Intermediate Support Post shall be installed midway between the existing fence posts. Posts to 2.375" O.D. - G.S.P., or cold formed steel pipe, as stated in Paragraph C, and shall weigh 3.65 or 3.117 lbs. per linear foot, respectively.
- E. Concrete Footings shall be Class D Portland cement concrete conforming to Sections 10 of the Standard Specifications.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in completing the Baseboards to Install on 10' Fence as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Add Alternate A3 – Additional Concrete Flatwork and AB to Install**

This item shall consist of furnishing and constructing additional 4" reinforced Concrete Flatwork over aggregate base as shown on the plans in conformance with Sections 10, 18, and 24 of the Standard Specifications and as amended by these Special Provisions.

- A. Aggregate Base shall be Class II, per Section 26 of the State Standard Specifications.
- B. Recycled Aggregate Base will be allowed and must conform to the requirements of Section 26 of the State Specifications, and tested prior to arrival at the site to verify that it meets the requirements of Class II Aggregate base.
- C. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- D. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius.
- E. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.
- F. Test Panel shall be **required** and shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 36" X 36" X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be

constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.

- G. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in constructing Additional Concrete Flatwork and AB to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

#### **Add Alternate Item No. A4 – Turf Sod to Place**

This item shall consist of the added cost to installing Turf Sod in the areas designated on the planting plan for turf hydroseed and in other areas damaged by grading and construction operations in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions. **If this Additive Alternate Bid Item is awarded then the contractor shall be paid for both the Turf Hydroseed and the Turf Sod to Place which will equal the total cost to place turf sod.**

- A. Areas to Sod - Turf sod shall be placed only in large continuous turf area shown on the Planting Plan sheets 31 and 32 which surrounding the proposed playground, picnic area, water spray area, tennis and basketball courts and skate park. All other turf areas shown on Planting Plan sheets 29 and 30, adjacent to jogging trail, identified as 5' wide areas on plans, and others turf areas damaged by construction operations or removed concrete pads shall be hydroseeded.
- B. Preparing of Planting Areas, paid under the bid item for Turf Hydroseeding to Install.
- C. Weed Control paid under the bid item for Turf Hydroseeding to Install.
- D. Soil Preparation Materials paid under the bid item for Turf Hydroseeding to Install.
- E. Turf Sod shall consist of a mix of 90% Dwarf Fescue and 10% Kentucky Bluegrass, and shall conform to Section 10-42, and applicable paragraphs of Section 35-12 of the Standard Specifications and these Special Provisions.
- F. Turf Starter Fertilizer paid under the bid item for Turf Hydroseeding to Install.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Turf Sod to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

CITY OF SACRAMENTO  
DEPARTMENT OF PARKS AND RECREATION  
LANDSCAPE ARCHITECTURE SECTION

CONSTRUCTION PLANS FOR:

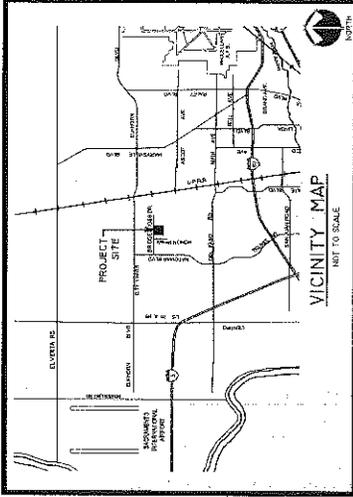
REGENCY COMMUNITY PARK  
SOFTBALL FIELD

6035 BRIDGECROSS DRIVE

PROJECT NUMBER: L19156301

PARCEL NO.: 201-0540-068

TOTAL AREA DISTURBED: 0.61 ACRES



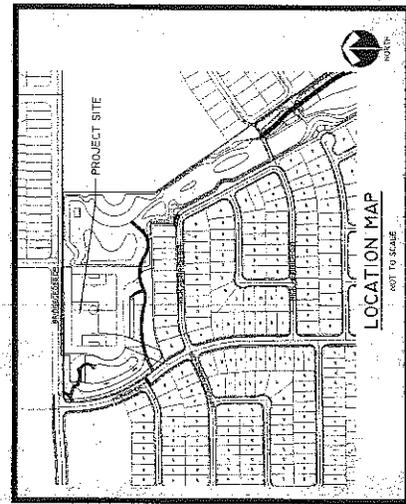
VICINITY MAP  
NOT TO SCALE

SHEET INDEX

TITLE	SHEET NO.
COVER SHEET	L1
EXISTING CONDITIONS/DEMOLITION	L2
GRADING	L3
LAYOUT PLAN	L4
ENLARGEMENT PLAN	L5
IRRIGATION PLAN	L6
PLANTING PLAN	L7
CONSTRUCTION DETAILS	L8 - L10
REGENCY COMMUNITY PARK PHASE 2	
IRRIGATION PLAN AS BUILT	L-6 OF 14

GENERAL NOTES

- COORDINATION OF CONTRACT REQUIREMENTS: REFER TO SECTION 6-9 THROUGH SECTION 6-10 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE CITY OF SACRAMENTO. CONSTRUCTION DATED JUNE 2007 INCLUDING ALL APPLICABLE ADDENDA AND MEMORANDA.
- TRAFFIC CONTROL REQUIREMENT: REFER TO SECTION 6-10 THROUGH SECTION 6-11 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE CITY OF SACRAMENTO.
- EXISTING UTILITIES: REFER TO SECTION 6-1 THROUGH SECTION 6-2 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE CITY OF SACRAMENTO.
- LOCATION AND PROTECTION OF EXISTING UTILITIES: REFER TO SECTION 6-1 THROUGH SECTION 6-2 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE CITY OF SACRAMENTO.
- PERMANENT SURVEY MONUMENTS: REFER TO SECTION 6-1 THROUGH SECTION 6-2 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE CITY OF SACRAMENTO.
- IF HUMAN REMAINS ARE ENCOUNTERED, ALL WORKS SHALL STOP IMMEDIATELY AND THE SACRAMENTO COUNTY CORONER'S OFFICE SHALL BE NOTIFIED IMMEDIATELY. IF THE REMAINS ARE DETERMINED TO BE OF HISTORIC OR ORIGINAL INTEREST TO THE CITY OF SACRAMENTO, THE CORONER SHALL BE NOTIFIED IMMEDIATELY. THE CORONER SHALL BE NOTIFIED IMMEDIATELY. THE CORONER SHALL BE NOTIFIED IMMEDIATELY. THE CORONER SHALL BE NOTIFIED IMMEDIATELY.
- IF HUMAN REMAINS ARE ENCOUNTERED, ALL WORKS SHALL STOP IMMEDIATELY AND THE SACRAMENTO COUNTY CORONER'S OFFICE SHALL BE NOTIFIED IMMEDIATELY. IF THE REMAINS ARE DETERMINED TO BE OF HISTORIC OR ORIGINAL INTEREST TO THE CITY OF SACRAMENTO, THE CORONER SHALL BE NOTIFIED IMMEDIATELY. THE CORONER SHALL BE NOTIFIED IMMEDIATELY. THE CORONER SHALL BE NOTIFIED IMMEDIATELY.



LOCATION MAP  
NOT TO SCALE

CITY OF SACRAMENTO  
DEPARTMENT OF PARKS & RECREATION  
LANDSCAPE ARCHITECTURE SECTION  
915 STREET, FLOOR 3, SACRAMENTO, CA 95811



REGENCY COMMUNITY PARK  
SOFTBALL FIELD  
COVER SHEET

LANDSCAPE ARCHITECT  
DATE: 10/10/13  
SCALE: 1" = 10'-0"  
P. N. 19156301  
REVISED



SHEET NO.  
L1

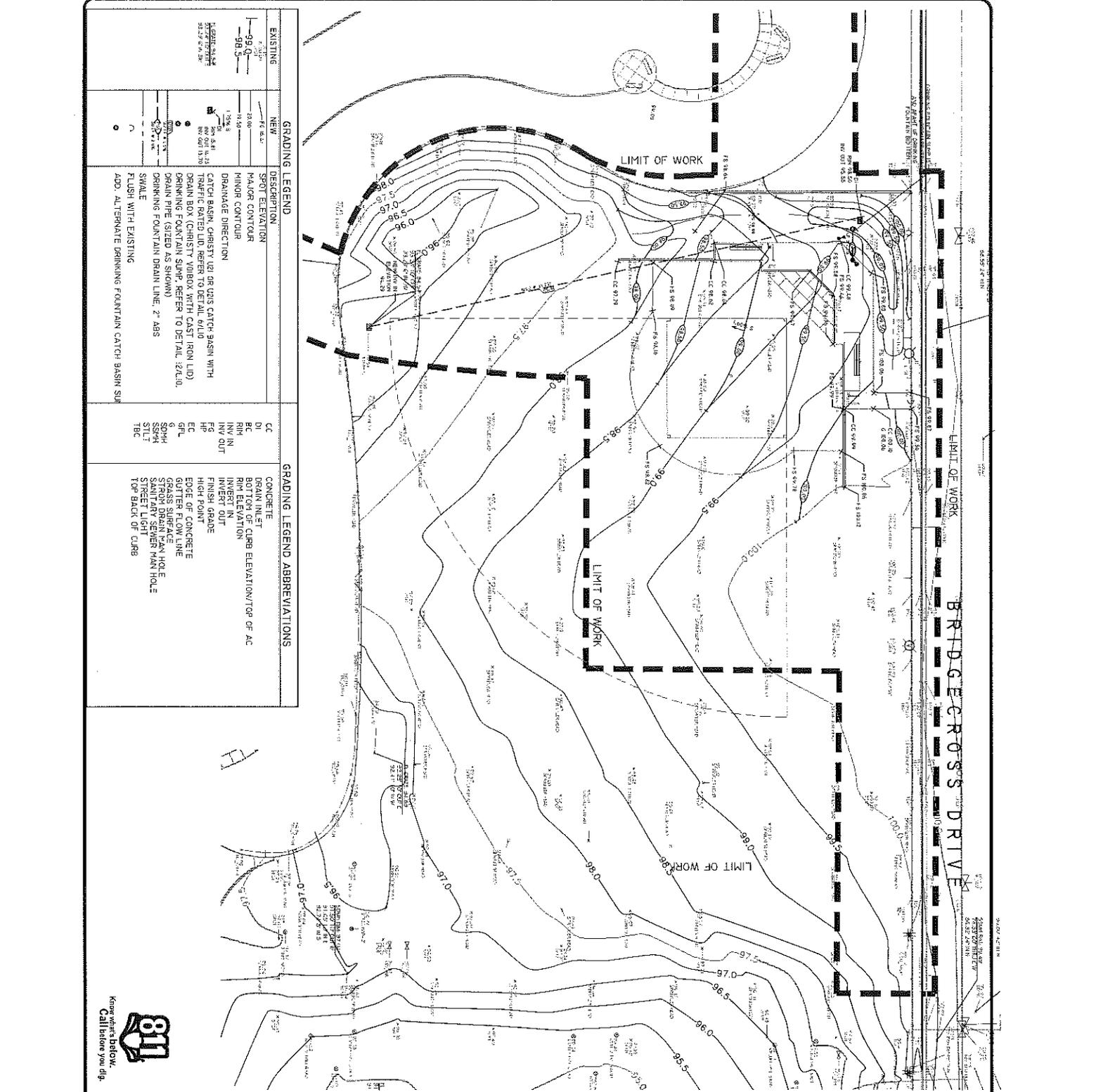
CITY REPRESENTATIVE:  
DENNIS DAY  
ARCHITECT # 4384  
CITY OF SACRAMENTO, LANDSCAPE ARCHITECTURE SECTION  
915 STREET, 3RD FLOOR  
SACRAMENTO, CA 95811  
TELEPHONE: (916) 895-7633 FAX: (916) 898-8276

APPROVED BY:  
*[Signature]* 11/11/13 (DATE)  
JAMES L. COMPAS, DIRECTOR  
DEPARTMENT OF PARKS AND RECREATION

*[Signature]* 11/14/13 (DATE)  
C. GARY AYERS, SUPERVISOR, LANDSCAPE ARCHITECT #1741  
DEPARTMENT OF PARKS AND RECREATION

*[Signature]* 01/17/17 (DATE)  
SHANNON D. BROWN, PARKS MAINTENANCE MANAGER  
DEPARTMENT OF PARKS AND RECREATION





GRADING LEGEND	
EXISTING	NEW
SPOT ELEVATION	SPOT ELEVATION
MAJOR CONTOUR	MAJOR CONTOUR
MINOR CONTOUR	MINOR CONTOUR
DRAINAGE DIRECTION	DRAINAGE DIRECTION
CATCH BASIN, CHESTY (2) OR UDS CATCH BASIN WITH	CATCH BASIN, CHESTY (2) OR UDS CATCH BASIN WITH
FRONTIC RATED LID, REFER TO DETAIL (RUB LID)	FRONTIC RATED LID, REFER TO DETAIL (RUB LID)
DRAINAGE CONTAIN SPIN, REFER TO DETAIL (2) (LID)	DRAINAGE CONTAIN SPIN, REFER TO DETAIL (2) (LID)
DRAINAGE CONTAIN SPIN, REFER TO DETAIL (2) (LID)	DRAINAGE CONTAIN SPIN, REFER TO DETAIL (2) (LID)
SMALL	SMALL
ADD. ALTERNATE BRINKING FOUNTAIN CATCH BASIN SUR	ADD. ALTERNATE BRINKING FOUNTAIN CATCH BASIN SUR

GRADING LEGEND ABBREVIATIONS	
CC	CONCRETE
DI	DRAIN INLET
BC	BOTTOM OF CURB ELEVATION/TOP OF AC
RI	RIM ELEVATION
INV IN	INVERT IN
INV OUT	INVERT OUT
FIN	FINISH GRADE
HC	HIGH POINT
EC	EDGE OF CONCRETE
FL	EDGE OF FINISH LINE
GL	GRASS SURFACE
SDH	STRONG DRAIN NEAR HOLE
SS	SANITARY SEWER MAN HOLE
TIC	STREET LIGHT TOP BACK OF CURB

- ### GRADING NOTES
- SEE GENERAL NOTES ON COVER SHEET 1-1
  - SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS
  - GRADING SHALL BE BASED ON INFORMATION PROVIDED BY THE CLIENT. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF THE DATA PROVIDED AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES.
  - GRADING SHALL BE BASED ON THE FINISH GRADE SHOWN ON THIS PLAN. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES.
  - ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES.
  - CONTRACTOR TO MAINTAIN AND PROTECT ALL EXISTING UTILITIES AND TO MAINTAIN THE EXISTING UTILITIES AT ALL TIMES.
  - CONTRACTOR TO MAINTAIN AND PROTECT ALL EXISTING UTILITIES AND TO MAINTAIN THE EXISTING UTILITIES AT ALL TIMES.

### BENCH MARK INFORMATION

POINT	ELEVATION	REMARKS
BM 1	95.00	CONCRETE
BM 2	95.00	CONCRETE
BM 3	95.00	CONCRETE
BM 4	95.00	CONCRETE
BM 5	95.00	CONCRETE
BM 6	95.00	CONCRETE
BM 7	95.00	CONCRETE
BM 8	95.00	CONCRETE
BM 9	95.00	CONCRETE
BM 10	95.00	CONCRETE

Know what's below.
   
 Call before you dig.

**REGENCY COMMUNITY PARK**  
**SOFTBALL FIELD**  
**GRADING PLAN**

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PARKS & RECREATION**  
 PARK, PLANNING & DEVELOPMENT SERVICES  
 LANDSCAPE ARCHITECTURE SECTION  
 915 I STREET, FLOOR 3, SACRAMENTO, CA 95814

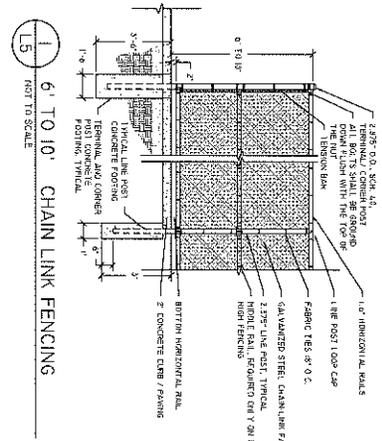
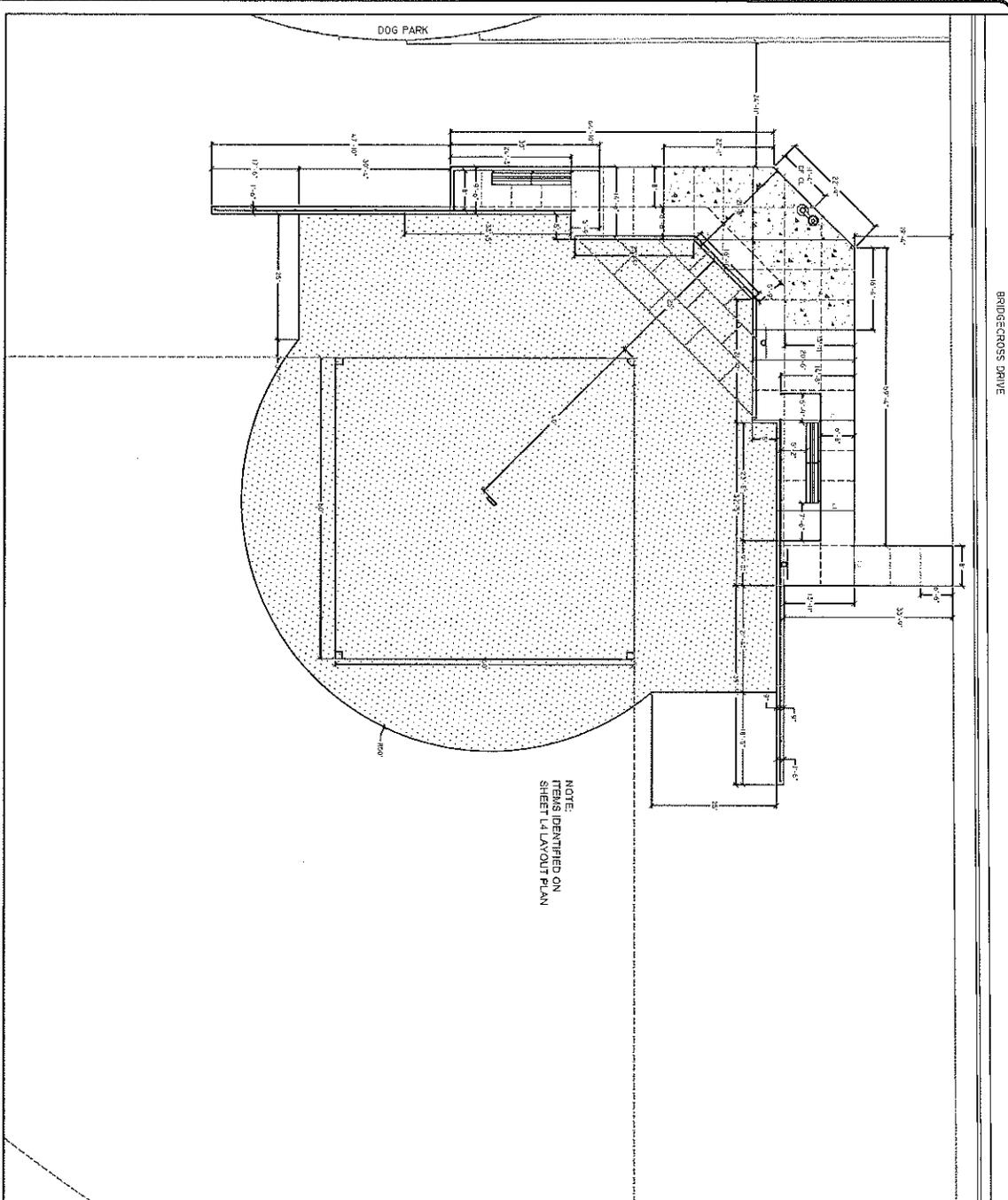
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REGISTRY NO. 25-09003

REGISTRY NO. 25-09003

REGISTRY NO. 25-09003





SHEET NO.  
**L5**



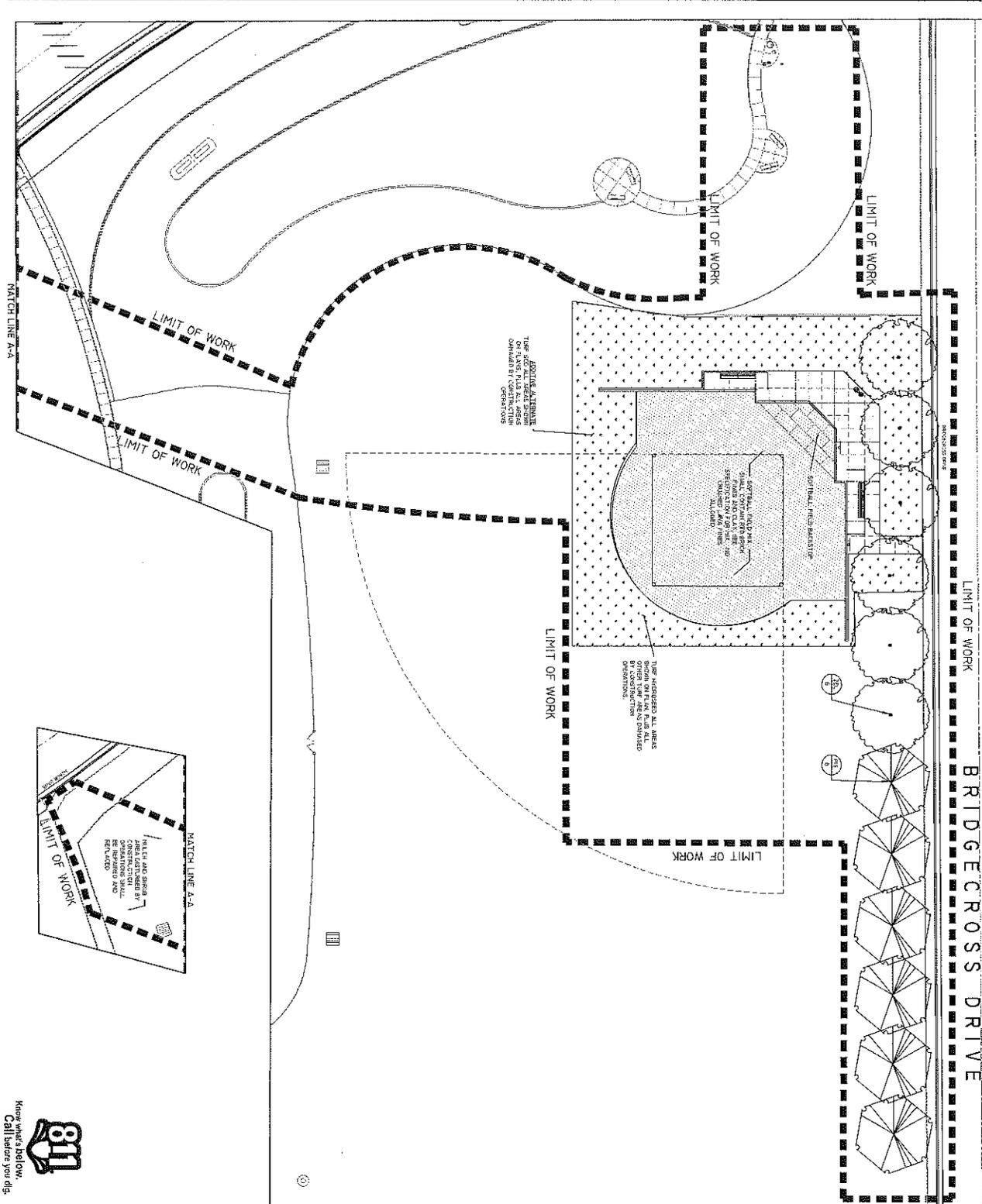
LANDSCAPE ARCHITECT  
 DESIGN FIRM  
 DESIGN PROFESSION OR  
 FIRM METHOD  
 CAD FILE  
 DATE: 06/15/2014  
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 P. N. 01535000  
 ZENOBIOUS

**REGENCY COMMUNITY PARK  
 SOFTBALL FIELD  
 ENLARGEMENT PLAN**

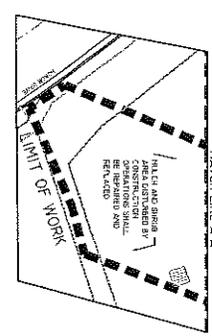


**CITY OF SACRAMENTO  
 DEPARTMENT OF PARKS & RECREATION**  
 PARK, PLANNING & DEVELOPMENT SERVICES  
 LANDSCAPE ARCHITECTURE SECTION  
 915 I STREET, FLOOR 3, SACRAMENTO, CA 95814





BRIDGECROSS DRIVE

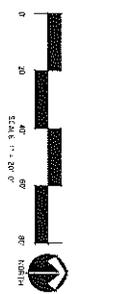


**PLANTING NOTES**

1. PLANTING SPECIFICATIONS SHALL BE OBTAINED FROM THE LANDSCAPE ARCHITECT'S OFFICE.
2. PLANTING SPECIFICATIONS SHALL BE OBTAINED FROM THE LANDSCAPE ARCHITECT'S OFFICE.
3. PLANTING SPECIFICATIONS SHALL BE OBTAINED FROM THE LANDSCAPE ARCHITECT'S OFFICE.
4. PLANTING SPECIFICATIONS SHALL BE OBTAINED FROM THE LANDSCAPE ARCHITECT'S OFFICE.
5. PLANTING SPECIFICATIONS SHALL BE OBTAINED FROM THE LANDSCAPE ARCHITECT'S OFFICE.
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12. PLANTING SPECIFICATIONS SHALL BE OBTAINED FROM THE LANDSCAPE ARCHITECT'S OFFICE.
13. PLANTING SPECIFICATIONS SHALL BE OBTAINED FROM THE LANDSCAPE ARCHITECT'S OFFICE.

**PLANTING LEGEND**

NO.	PLANTING NAME	SYMBOL	QUANTITY
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03	ROSEMOYNE	(Symbol)	1
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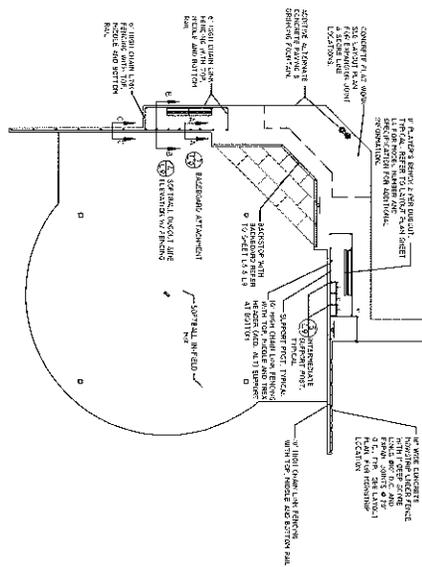


LANDSCAPE ARCHITECT  
 ORIGINAL DATE  
 DESIGN PROVIDED BY  
 DATE  
 CAD FILE  
 SCALE: 1" = 30'  
 DATE: 10/15/2015  
 N. W. ALI  
 REVISIONS

**REGENCY COMMUNITY PARK  
 SOFTBALL FIELD  
 PLANTING PLAN**

**CITY OF SACRAMENTO  
 DEPARTMENT OF PARKS & RECREATION**  
 PARK, PLANNING & DEVELOPMENT SERVICES  
 LANDSCAPE ARCHITECTURE SECTION  
 915 I STREET, FLOOR 3, SACRAMENTO, CA 95816



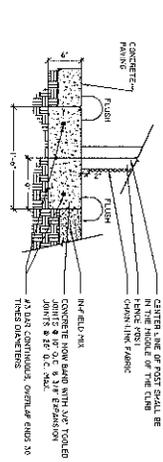


1 BASEBALL FIELD LAYOUT  
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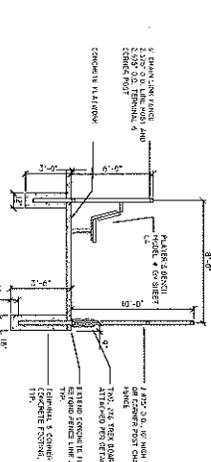
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**TYPICAL LIGHTING**

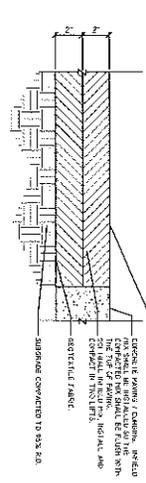
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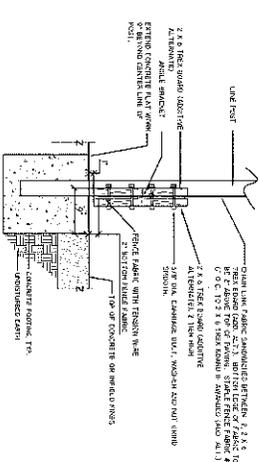
2 CONCRETE CURB  
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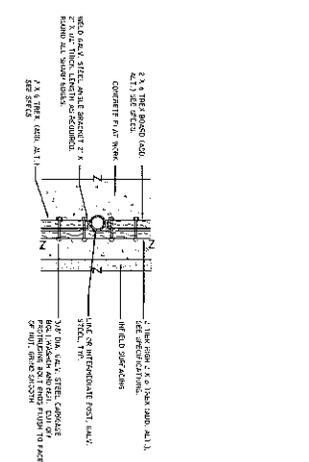
4 BB SECTION SOFTBALL/DUGOUT SIDE ELEVATION W/ STANDARD FENCING  
NOT TO SCALE



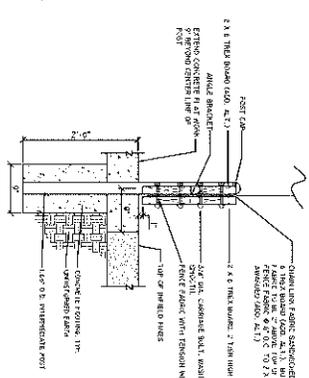
3 SOFTBALL IN-FIELD MIX  
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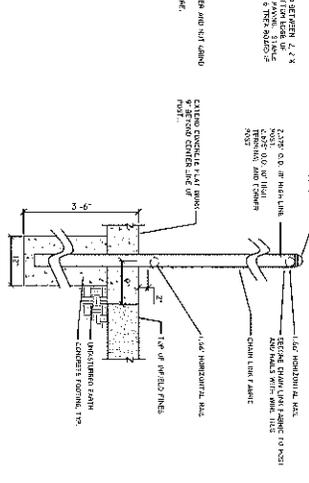
5 AA SECTION 10' LINE POST @ DUGOUT  
NOT TO SCALE



6 TREX CONNECTION TO POST  
NOT TO SCALE



7 SECTION AA INTERMEDIATE POST @ DUGOUT  
NOT TO SCALE



8 SECTION CC 10' LINE POST  
NOT TO SCALE

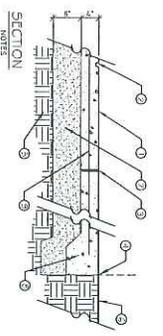
**REGENCY COMMUNITY PARK**  
**SOFTBALL FIELD**  
CONSTRUCTION DETAILS

DATE: 02-14-2018  
SCALE: 1" = 2'-0"  
P. N. 219 222001  
REVISIONS:

DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 02-14-2018

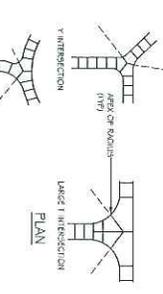
**CITY OF SACRAMENTO**  
**DEPARTMENT OF PARKS & RECREATION**  
PARK, PLANNING & DEVELOPMENT SERVICES  
LANDSCAPE ARCHITECTURE SECTION  
915 I STREET, FLOOR 3, SACRAMENTO, CA 95814

REGENCY COMMUNITY PARK SOFTBALL FIELD (L19152200)



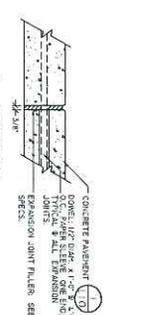
**1 CONCRETE PAVING**  
NOT TO SCALE

NOTES:  
1. FINISH GRADE SHALL BE 1/2\"/>



**2 SCORE JOINT**  
NOT TO SCALE

NOTES:  
1. CONCRETE JOINTS SHALL NOT HAVE CONCRETE INTO JOINTS OR BE LEFT OPEN. FINISH GRADE SHALL BE THE FINISH GRADE OF THE JOINT. SEE SPECIFICATIONS FOR JOINT FINISH.  
2. JOINTS SHALL BE SPACED TO THE WIDTH OF THE PAVEMENT. A 1/2\"/>



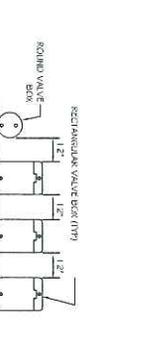
**3 EXPANSION & SCORE JOINT**  
NOT TO SCALE

NOTES:  
1. CONCRETE JOINTS SHALL NOT HAVE CONCRETE INTO JOINTS OR BE LEFT OPEN. FINISH GRADE SHALL BE THE FINISH GRADE OF THE JOINT. SEE SPECIFICATIONS FOR JOINT FINISH.  
2. JOINTS SHALL BE SPACED TO THE WIDTH OF THE PAVEMENT. A 1/2\"/>



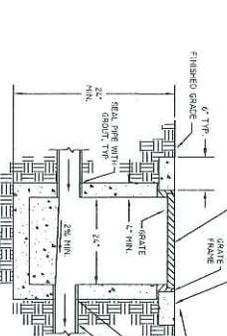
**4 PAVING DOWEL**  
NOT TO SCALE

NOTES:  
1. DOWELS SHALL BE 1/2\"/>



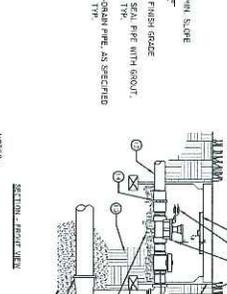
**5 VALVE BOX LAYOUT**  
NOT TO SCALE

NOTES:  
1. CENTER BOXES OVER VALVES.  
2. SET BOXES IN GRADE. COVER BOXES ARE WHERE POSSIBLE. COVER BOXES SHALL BE 12\"/>



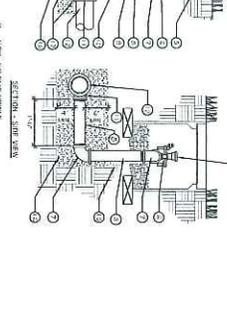
**6 DRAIN INLET**  
NOT TO SCALE

NOTES:  
1. FINISH GRADE SHALL BE 1/2\"/>



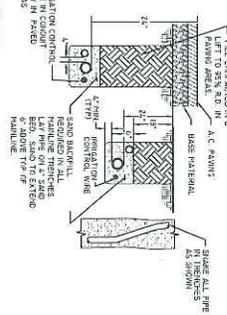
**7 AUTOMATIC CONTROL VALVE**  
NOT TO SCALE

NOTES:  
1. FINISH GRADE SHALL BE 1/2\"/>



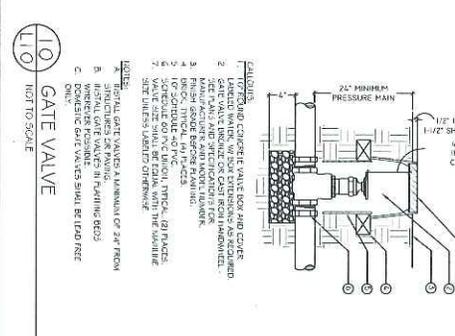
**8 TRENCH**  
NOT TO SCALE

NOTES:  
1. FINISH GRADE SHALL BE 1/2\"/>



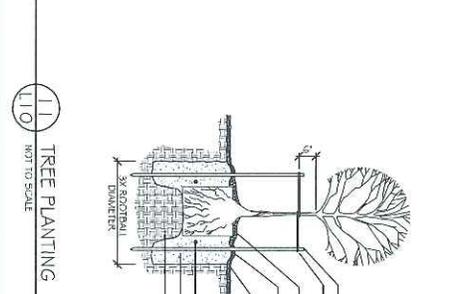
**9 ROTOR**  
NOT TO SCALE

NOTES:  
1. FINISH GRADE SHALL BE 1/2\"/>



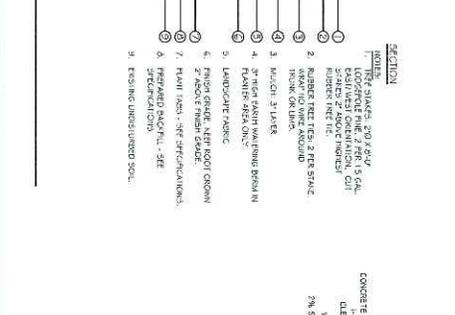
**10 GATE VALVE**  
NOT TO SCALE

NOTES:  
1. FINISH GRADE SHALL BE 1/2\"/>



**11 TREE PLANTING**  
NOT TO SCALE

NOTES:  
1. FINISH GRADE SHALL BE 1/2\"/>



**12 ADDITIVE ALTERNATE DRINKING FOUNTAIN**  
NOT TO SCALE

NOTES:  
1. FINISH GRADE SHALL BE 1/2\"/>

**REGENCY COMMUNITY PARK**  
**SOFTBALL FIELD**  
CONSTRUCTION DETAILS

DATE: NOV. 14, 2013  
SCALE: 1" = 2'-0"  
P. N. L101922009  
REVISIONS:

LANDSCAPE ARCHITECT  
DESIGNED BY  
DRAWN BY  
CHECKED BY  
DATE: NOV. 14, 2013

SCALE: 1" = 2'-0"  
P. N. L101922009  
REVISIONS:

**CITY OF SACRAMENTO**  
**DEPARTMENT OF PARKS & RECREATION**  
PARK, PLANNING & DEVELOPMENT SERVICES  
LANDSCAPE ARCHITECTURE SECTION  
915 I STREET, FLOOR 3, SACRAMENTO, CA 95814

REGENCY COMMUNITY PARK SOFTBALL FIELD (L10192200)

**CITY OF SACRAMENTO**  
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REGENCY COMMUNITY PARK SOFTBALL FIELD (L10192200)