

**Meeting Date:** 7/15/2014

**Report Type:** Consent

**Report ID:** 2014-00474

**Title: Contract: Conlin Community Park and Sports Complex Improvements Project (L19005100)**

**Location:** District 7

**Recommendation:** Pass a Resolution 1) appropriating \$20,000 of Park Development Impact Fees (Fund 3204) to L19005100; 2) approving the construction plans and specifications for the Conlin Complex Improvements Project (L19005100); 3) awarding the contract to J.M. Slover, Inc. for an amount not to exceed \$454,650; and 4) authorizing the City Manager or City Manager's designee to execute the contract with J.M. Slover, Inc.

**Contact:** C. Gary Hyden, Supervising Landscape Architect, (916) 808-1949, 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-Improvements Diagram

5-Resolution

6-Contract

7-ConlinDogPK - Specifications

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**City Attorney Review**

Approved as to Form

Sheryl Patterson

7/7/2014 10:56:05 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jim Combs - 6/24/2014 11:53:50 AM

## Description/Analysis

**Issue Detail:** Conlin Community Park is a 17.3 acre community park and sports complex located at 7895 Freeport Boulevard in Council District 7.

Staff is seeking approval to award a contract to J.M. Slover, Inc. in an amount not to exceed \$454,650. The work to be performed consists of developing a dog park and expanding the existing parking lot to add an additional 75 spaces. The existing undeveloped park area that will be improved is 2.8 acres. The improvements will include grading, drainage, concrete walkways, chain link fencing, asphalt paving, site furniture, irrigation, and landscaping.

The formal bid process for this project is complete and J.M. Slover, Inc. has been selected as the lowest responsible and responsive bidder.

A summary of the project background, a location map, and a proposed improvements diagram 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 awarding contracts over \$100,000.

**Economic Impacts:** This park construction project which totals \$454,650 is expected to create 3.1 total jobs (1.9 direct jobs and 1.2 additional jobs through indirect and induced activities). Furthermore, it will create \$280,717 in total economic output (\$176,938 of direct output and another \$103,779 of output through indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

**Environmental Considerations:** On August 13, 1996, the City Council approved the Initial Study, the Mitigated Negative Declaration and adopted the Mitigation Monitoring Plan for the Bill Conlin Sports Complex (formerly the Freeport Shores Youth Sports Complex). The current request is for development of Phase IV of the project. The project components were evaluated within the Mitigated Negative Declaration. Therefore, the proposed project will not result in impacts over and above what was previously evaluated.

Section 15162 of the CEQA Guidelines provides that an additional Negative Declaration need not be prepared unless subsequent changes are proposed in the project, substantial changes occur with respect to the project circumstances, or new information of substantial importance to the project becomes known or available. As none of the conditions listed above relating to Section 15162 exist, additional environmental review is not required.

A Mitigation Monitoring Plan was prepared for the mitigation measures identified in the previous Negative Declaration. The City shall comply with the Mitigation Monitoring Plan when applicable to the proposed project.

**Sustainability:** The Conlin Complex development 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:** The Citizen’s Advisory Committee (CAC) for Parks and Recreation approved the master plan, including all phases, for the Freeport Shores Youth Sports Complex (renamed to the Bill Conlin Sports Complex) in 1995. The current project is consistent with the 1995 master plan.

**Rationale for Recommendation:** The formal bidding process for the Conlin Complex 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 May 14, 2014. Staff received 8 bids and the results are listed below:

| No. | Contractor                   | Base Bid  | Additive Alternate # 1 | Total Base Bid with Additive Alternate #1 | LBE% |
|-----|------------------------------|-----------|------------------------|---|------|
| 1   | JM SLOVER                    | \$418,700 | \$35,950               | \$454,650                                 | 41.6 |
| 2   | SIERRA NATIONAL CONSTRUCTION | \$441,115 | \$39,100               | \$480,215                                 | 35.3 |
| 3   | SIERRA VALLEY CONSTRUCTION   | \$389,814 | \$120,479              | \$510,293                                 | 43.3 |
| 4   | OLYMPIC LAND CONSTRUCTION    | \$382,625 | \$132,350              | \$514,975                                 | 71.5 |
| 5   | SAENZ LANDSCAPE CONSTRUCTION | \$470,484 | \$68,021               | \$538,505                                 | 15.7 |
| 6   | GABE MENDEZ, INC.            | \$429,280 | \$126,385              | \$555,665                                 | 9.9  |
| 7   | DOMINGUEZ LANDSCAPE          | \$572,847 | \$20,246               | \$593,093                                 | 45.9 |
| 8   | ABIDE BUILDERS               | \$539,845 | \$60,672               | \$600,517                                 | 30.6 |

Pursuant to City Code Section 3.60.020, it was determined that J.M. Slover, Inc. had the lowest, responsible base bid with Additive Alternate #1.

The Engineer’s Estimate for the Base bid for this project was \$363,382. Staff recommends that the Council award the base bid and additive alternate number one.

**Financial Considerations:** Additional funds are required to award this contract. Staff is seeking approval to transfer an additional \$20,000 of Park Development Impact Fees (Fund 3204) to L19005100 to award the contract to complete construction of the dog park and parking lot portion of the work. In addition funding cover design, project management, inspection services, building permit

fees, contract management, labor compliance, special inspections and material testing and potential construction change orders.

**Local Business Enterprise (LBE):** The selection of contractors for this project followed City established guidelines for inclusion of LBE firms. At 41.6 %, J.M. Slover, Inc. and their subcontractors exceed the City's 5% LBE requirement.

## **Background Information**

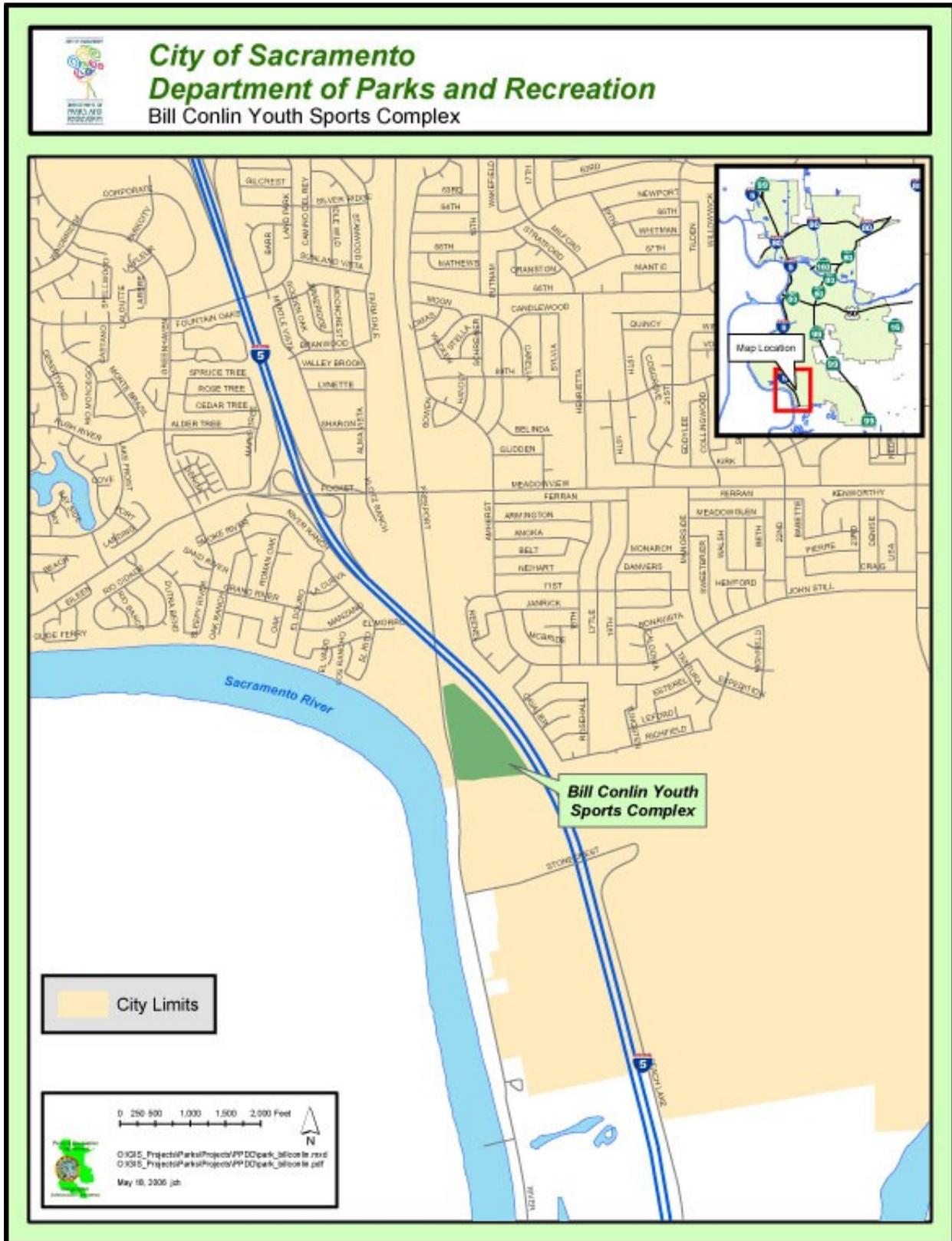
Bill Conlin Youth Sports Complex is a 17.3 acre community park located at 7895 Freeport Boulevard in the Meadowview Area. The Complex is bordered by Freeport Boulevard to the west, Interstate 5 to the north and east, and a drainage ditch and an office building to the south.

In 1972, the City Department of Utilities (DOU) acquired a 21.64 acre site from the State of California Department of Transportation as excess freeway right-of-way. The intended use of the site was a water treatment facility in the event the town of Freeport was annexed into the City of Sacramento; an expansion of City's municipal water service would be needed to serve the newly annexed area. The annexation did not occur and by 1993, a DOU study assessing Sacramento's future water needs found that the site was an unlikely candidate for a water treatment facility. However, DOU retained the right to develop a water treatment facility based upon future City water needs.

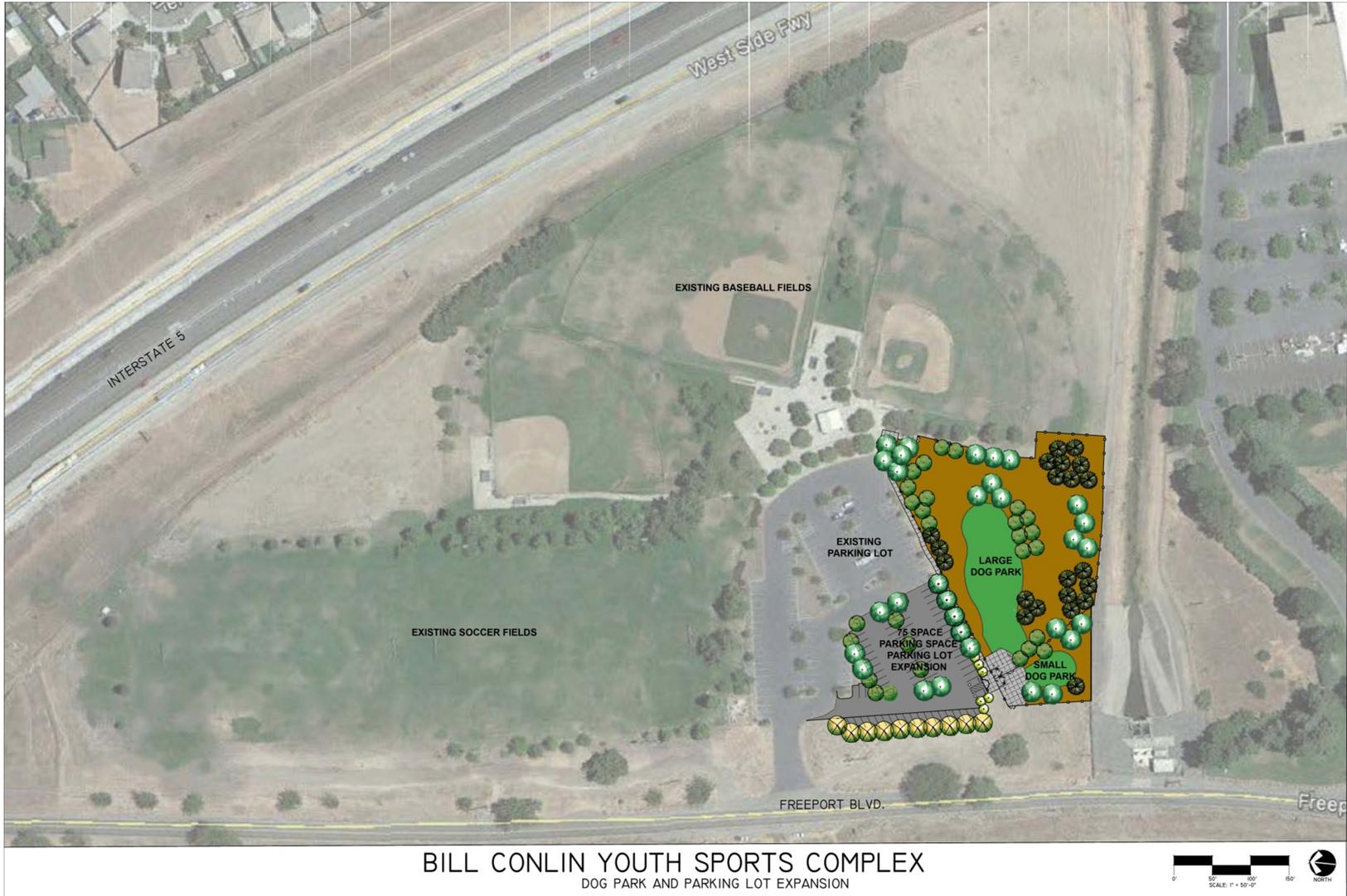
In 1998, the site was made available to the Department of Parks and Recreation (DPR) for use as a regional sports facility under a Memorandum of Understanding (MOU) between DOU and DPR. The MOU was extended in 2009 for an additional five year term. In 2013, DOU determined that the site was no longer needed for its intended purpose and DOU determined the property to be surplus. On October 29, 2013, City Council approved City Agreement 2013-1080 to allow DPR to acquire the site from DOU. The site has been permanently transferred to DPR for ownership and management responsibilities.

Since 1998, the site has been developed with softball and little league ball fields, a full size lighted soccer field, restrooms, concession and picnic areas, and on-site parking for 115 vehicles.

ATTACHMENT 3 Conlin Complex Location Map



ATTACHMENT 2 Conlin Complex Phase IV Improvements Diagram





## **RESOLUTION NO. 2014-**

Adopted by the Sacramento City Council

**July 15, 2014**

### **APPROVING CONTRACT WITH J.M. SLOVER INC. FOR CONLIN COMPLEX IMPROVEMENTS PROJECT AND APPROPRIATING FUNDING (L19005100)**

#### **BACKGROUND**

- A. Bill Conlin Youth Sports Complex is a 17.3-acre site located at 7895 Freeport Boulevard in Council District 7.
- B. The Bill Conlin Youth Sports Complex master plan WAS supported by the community and the Citizen's Advisory Committee for Parks and Recreation in 1995, and adopted by the City Council.
- C. The Conlin Complex Improvements project includes construction of a dog park and expansion of the parking lot, consistent with the master plan.
- D. City Code Chapter 3.60 specifies the procedures for bidding and issuing contracts for public works projects over \$100,000.
- E. The formal bidding process for the Conlin Complex Improvements project has been completed and

J.M. Slover, Inc. was determined to be the responsible and responsive low bidder based on the base bid and additive alternate #1.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. That \$20,000 of Park Development Impact Fees (Fund 3204) is appropriated for the Conlin Complex Improvements project L19005100.
- Section 2. The construction plans and specifications for the Conlin Complex Improvements project (L19005100) are approved.
- Section 3. The contract for the Conlin Complex Improvements project is awarded to J.M. Slover, Inc. for an amount not to exceed \$454,650.
- Section 4. The City Manager or the City Manager's designee is authorized to execute the contract with J.M. Slover, Inc.

**B14190021019**

**CONTRACT SPECIFICATIONS  
FOR  
CONLIN YOUTH SPORTS COMPLEX DOG PARK AND PARKING LOT  
(L19005100)**

Plans Attached

For Pre-Bid Information Call:  
TIN-WAH WONG, Project Manager  
(916) 808-5540

Bids to be received before  
2:00 PM, Wednesday,  
MAY 14, 2014  
New City Hall  
**Clerk's Public Counter**  
915 I Street, 4th Floor  
Sacramento, CA 95814

Estimated Construction Cost: \$363,412.00- \$528,623.00

Construction Time: SIXTY (60) WORKING DAYS and NINETY (90) Calendar Days for Maintenance.

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

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, New City Hall, PASSPORT FLOOR, 4TH Floor, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM** on **MAY 14, 2014** and will be opened as soon thereafter as business allows, in the Council Chambers, City Hall for:

## **CONLIN YOUTH SPORTS COMPLEX DOG PARK AND PARKING LOT (L19005100)**

as set forth in the Contract Documents.

Proposals received and work performed there-under 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:

## **CONLIN YOUTH SPORTS COMPLEX DOG PARK AND PARKING LOT (L19005100)**

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

Tim Hopper, Department of General Services, Contracts  
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)

h:\documents\contract mgmt\conlin youth sports complex dog park & parking lot\contract  
documents\\_planet bids\08- 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**

**JM SLOVER, INC.**

Name of Contractor

**1630 LOTUS ROAD, PLACERVILLE, CA 95667**

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.

  
\_\_\_\_\_  
Signature of Authorized Representative

06/05/2014  
\_\_\_\_\_  
Date

John M. Slover  
\_\_\_\_\_  
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.

**B14190021019**

**BID PROPOSAL FORMS**

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

---

**CONLIN YOUTH SPORTS COMPLEX  
DOG PARK AND PARKING LOT**

**(L19005100)**

**(Addendum #1)**

**B14190021019**

**April 23, 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 Department of Parks & Recreation, 915 I Street, City Hall, 3rd 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: Tin-Wah Wong at (916) 808-5540.

Very truly yours,



Tim Hopper  
Contracts & Compliance Specialist  
Department of General Services

Enclosure

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

h:\documents\contract mgmt\conlin youth sports complex dog park & parking lot\addendums\addendum  
1\addendum #1ltr-parks.docx

**ADDENDUM NO. 1**  
**(B14190021019)**  
**for**  
**CONLIN YOUTH SPORTS COMPLEX**  
**DOG PARK AND PARKING LOT**  
**(L19005100)**

Sacramento, California

April 23, 2014

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This Addendum changes the project drawings and specifications dated April 4, 2014.

**PLANS**

1. Addition: Sheet E1, Electrical Plan. See attached Sheet E1.

**ORIGINAL BID DUE DATE OF May 14, 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.**

-END-



**CONTRACTOR NAME:** JM Slover 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:

**CONLIN YOUTH SPORTS COMPLEX  
 DOG PARK AND PARKING LOT  
 L19005100**

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   | \$ 4,000.00  | \$ 4,000.00  |
| 2.       | Site Staking                   | 1                  | LS   | \$ 3,900.00  | \$ 3,900.00  |
| 3.       | Temporary Construction Fence   | 1                  | LS   | \$ 1,800.00  | \$ 1,800.00  |
| 4.       | Demolition                     | 1                  | LS   | \$ 4,000.00  | \$ 4,000.00  |
| 5.       | Erosion and Sediment Control   | 1                  | LS   | \$ 4,000.00  | \$ 4,000.00  |
| 6.       | Site Grading                   | 1                  | LS   | \$ 32,500.00 | \$ 32,500.00 |
| 7.       | Square Landscape Drain Inlet   | 1                  | LS   | \$ 5,600.00  | \$ 5,600.00  |
| 8.       | Existing Drain Inlet to Adjust | 1                  | LS   | \$ 5,600.00  | \$ 5,600.00  |
| 9.       | PVC Gravity Drain Pipe         | 1                  | LS   | \$ 5,600.00  | \$ 5,600.00  |
| 10.      | Drinking Fountain Sump         | 1                  | LS   | \$ 525.00    | \$ 525.00    |
| 11.      | Potable Water Line             | 1                  | LS   | \$ 2,650.00  | \$ 2,650.00  |
| 12.      | Encroachment Permit            | 1                  | LS   | \$ 180.00    | \$ 180.00    |
| 13.      | Aggregate Base                 | 1                  | LS   | \$ 58,200.00 | \$ 58,200.00 |

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

|     |  |   |    |              |              |
|-----|--|---|----|--------------|--------------|
| 14. | Asphaltic Concrete   | 1 | LS | \$ 47,800.00 | \$ 47,800.00 |
| 15. | Concrete Flatwork  | 1 | LS | \$ 40,250.00 | \$ 40,250.00 |
| 16. | Accessible Ramp  | 1 | LS | \$ 1,175.00  | \$ 1,175.00  |
| 17. | Truncated Domes  | 1 | LS | \$ 400.00    | \$ 400.00    |
| 18. | Concrete Curb and Gutter Type 2                                  | 1 | LS | \$ 5,450.00  | \$ 5,450.00  |
| 19. | Curb and Gutter Type 3   | 1 | LS | \$ 13,500.00 | \$ 13,500.00 |
| 20. | Parking Lot Striping   | 1 | LS | \$ 600.00    | \$ 600.00    |
| 21. | Curb Paint   | 1 | LS | \$ 320.00    | \$ 320.00    |
| 22. | 9" Concrete Mow Strip  | 1 | LS | \$ 10,100.00 | \$ 10,100.00 |
| 23. | Curb Stop  | 1 | LS | \$ 100.00    | \$ 100.00    |
| 24. | 6' Chain Link Fence  | 1 | LS | \$ 20,500.00 | \$ 20,500.00 |
| 25. | 4' Entry Gate  | 1 | LS | \$ 2,600.00  | \$ 2,600.00  |
| 26. | Chain Link Maintenance Gate                                      | 1 | LS | \$ 2,450.00  | \$ 2,450.00  |
| 27. | 6' Chain Link Fence with Slats                                   | 1 | LS | \$ 2,500.00  | \$ 2,500.00  |
| 28. | Chain Link Maintenance Gate with Slats<br>for Dumpster Enclosure | 1 | LS | \$ 1,570.00  | \$ 1,570.00  |
| 29. | Drinking Fountain  | 1 | LS | \$ 11,500.00 | \$ 11,500.00 |
| 30. | 6' Bench   | 1 | LS | \$ 5,900.00  | \$ 5,900.00  |
| 31. | Trash Receptacle   | 1 | LS | \$ 3,500.00  | \$ 3,500.00  |
| 32. | Dog Park Rules Signs   | 1 | LS | \$ 120.00    | \$ 120.00    |
| 33. | ADA Parking Lot Signs  | 1 | LS | \$ 660.00    | \$ 660.00    |
| 34. | Electrical System  | 1 | LS | \$ 1,400.00  | \$ 1,400.00  |
| 35. | Automatic Irrigation System                                      | 1 | LS | \$ 34,500.00 | \$ 34,500.00 |
| 36. | Central Control System   | 1 | LS | \$ 9,750.00  | \$ 9,750.00  |
| 37. | Landscape Mulch to Install                                       | 1 | LS | \$ 40,550.00 | \$ 40,550.00 |

|                          |   |   |    |              |                      |
|--------------------------|---|---|----|--------------|----------------------|
| 38.                      | Trees   | 1 | LS | \$ 6,850.00  | \$ 6,850.00          |
| 39.                      | Shrub and Groundcover Areas                         | 1 | LS | \$ 20,500.00 | \$ 20,500.00         |
| 40.                      | Turf Hydroseeding                                   | 1 | LS | \$ 2,100.00  | \$ 2,100.00          |
| 41.                      | Non-Irrigated Native Grass/ Wildflower Hydroseeding | 1 | LS | \$ 1,000.00  | \$ 1,000.00          |
| 42.                      | Landscape Maintenance (90 Days)                     | 1 | LS | \$ 2,500.00  | \$ 2,500.00          |
| <b>BASE BID SUBTOTAL</b> |   |   |    |              | <b>\$ 418,700.00</b> |

**ADDITIVE ALTERNATE BID ITEMS:**

|                                    |                              |   |    |              |                     |
|------------------------------------|------------------------------|---|----|--------------|---------------------|
| A1                                 | Parking Lot Expansion        | 1 | LS | \$ 35,950.00 | \$ 35,950.00        |
| A2                                 | Dog Park Obstacles Equipment | 1 | LS | \$ 15,800.00 | \$ 15,800.00        |
| <b>ADDITIVE ALTERNATE SUBTOTAL</b> |                              |   |    |              | <b>\$ 51,750.00</b> |

(F) – denotes final pay quantity

CONTRACTOR NAME: JM Slover Inc. **TOTAL \$ 470,450.00**

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.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **SIXTY (60) WORKING DAYS FROM NOTICE TO PROCEED FOR SUBSTANTIAL COMPLETION AND NINETY (90) CALANDER DAYS FOR PLANT ESTABLISHMENT.** 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. # | 1     | DATE | 04/23/2014 |
| 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. **Corporation**

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.

H:\Documents\Contract Mgmt\Conlin Youth Sports Complex Dog Park & Parking Lot\Contract Documents\PLANET BIDS\11- Conlin Dog Park - Bid-Proposal.docx

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ 10% ) 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: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

(Signature)

JM Slover Inc.

(Print or Type)

Title President

Address 1630 Lotus Road

Placerville, CA 95667

Telephone No. 530-621-4815

Fax No. 530-621-4869

EMAIL ADDRESS jmslover@wildblue.net

Date 05/14/2014

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

Contractor's License No. 615956

Type A & C-27

Expiration Date 03/31/2016

Tax I.D. Nos.- Fed. 20-3963906

State 377-4592-4

City of Sacramento Business Operation Tax Certificate No. 125125

(City will not award contract if Certificate Number is missing.)

## LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION 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.

**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 actually 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

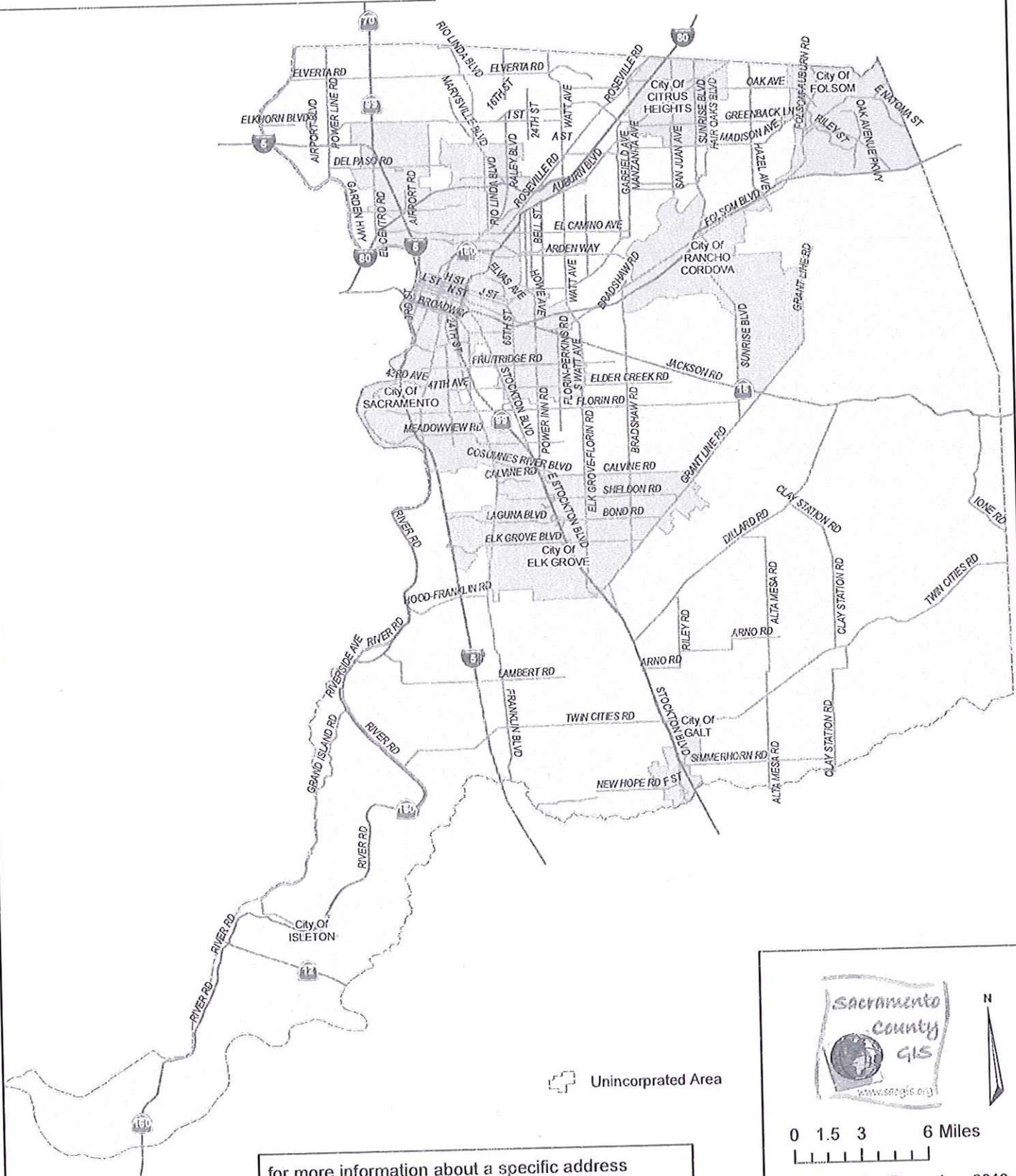
request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days 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.

## UNINCORPORATED AREAS



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



0 1.5 3 6 Miles

Doc Date: December 30, 2014

**KNOW ALL MEN BY THESE PRESENTS,**

That we, JM Slover, Inc.

as Principal, and International Fidelity Insurance Company

a corporation duly organized under the laws of the State of New Jersey 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, Sacramento, CA 95814** up to the hour of 2:00 p.m. on **MAY 14, 2014** for the Work specifically described as follows:

**CONLIN YOUTH SPORTS COMPLEX  
DOG PARK AND PARKING LOT  
L19005100**

**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 28th  
day of April 2014.

JM Slover, Inc.  
(Contractor) (Seal)  
By [Signature]  
Title John M. Slover, President

ORIGINAL APPROVED AS TO FORM:

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

International Fidelity Insurance Company  
(Surety) (Seal)  
By [Signature]  
Title Stanley J. Matranga, Attorney-in-Fact  
Agent Name and Address \_\_\_\_\_  
P.O. Box 2143, Carmichael, CA 95609  
Agent Phone # (916) 489-1799  
Surety Phone # (800) 277-3537  
California License # OC13015

## ACKNOWLEDGMENT

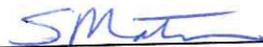
State of California  
County of Sacramento)

On April 28, 2014 before me, Sharon Matranga, Notary Public  
(insert name and title of the officer)

personally appeared Stanley J. Matranga,  
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  (Seal)



## 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:

A & C-27 / 03/31/2016

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

---

**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

---

**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire  
Page 4 of 6

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

---

**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 Placerville, CA, on 05/14/2014  
(Location) (Date)

Signature: 

Print name: John M. Slover

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.**





# City of SACRAMENTO

## 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: JM Slover Inc. Base Bid Amount: \$418,700.00 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 |
|--|---------------------------|--|--|--|
| B&B Asphalt<br>6610 Asher Lane<br>Sacramento, CA 958287          | 590302                    | LBE                                    | Asphalt  | \$42,700.00  |
| Diamond Concrete<br>6500 Asher Lane<br>Sacramento, CA 95828      | 723412                    | LBE                                    | Concrete   | \$62,661.00  |
| Sungro Horticulture<br>2263 Dean Street<br>McClellan, CA 95652   | N/A Material Supplier     | LBE                                    | Walk-on Fir Bark Supplier  | \$16,924.03  |
| Sierra Striping<br>9725 Del Road, Suite A<br>Roseville, CA 95747 | 651790                    | N/A                                    | Striping and Signs   | \$1,495.00   |
| Mid State Engineering<br>8322 Wise Road<br>Auburn, CA 95603      | 601330                    | N/A                                    | Underground  | \$15,100.00  |

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.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

# City of SACRAMENTO

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

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Prime Contractor Name: JM Slover Inc. Base Bid Amount: \_\_\_\_\_ 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 |
|---|---------------------------|--|--|--|
| Central Fence Company<br>148 Otto Circle<br>Sacramento, CA 95822                        | 281556                    | LBE                                    | Fencing  | \$26,473.00  |
| John Deere Landscapes<br>6500 Elvas Ave.<br>Sacramento, CA 95819                        | N/A Material Supplier     | LBE                                    | Irrigation Material Supplier   | \$24,093.19  |
| Guzman Electric<br>6801 McComber Street<br>Sacramento, CA 95828                         | 653669                    | LBE                                    | Electrical   | \$1,250.00   |
| Mark Seeding Services Inc.<br>PO Box 187<br>Galt, CA 95632                              | 537905                    | N/A                                    | Hydroseeding   | \$2,875.00   |
| Burrell Consulting Group, Inc.<br>1001 Enterprise Way, Suite 100<br>Roseville, CA 95678 | LS-7829                   | N/A                                    | Staking  | \$3,500.00   |

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.

# City of SACRAMENTO

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

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Prime Contractor Name: JM Slover Inc. Base Bid Amount: \_\_\_\_\_ 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 |
|--|---------------------------|--|--|--|
| McClernon General Engineering<br>2941 Sunrise Blvd. #5<br>Rancho Cordova, CA 95742 | 274333                    | N/A                                    | Grading  | \$84,000.00  |
|  |                           |  |  |  |
|  |                           |  |  |  |
|  |                           |  |  |  |
|  |                           |  |  |  |

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.

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY



DEPARTMENT OF CONSUMER AFFAIRS  
**Contractors State License Board**

**Contractor's License Detail - License # 590302**

**⚠️ DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ❖ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ❖ Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.
- ❖ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ❖ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number **590302** Extract Date **1/10/2014**

**B & B ASPHALT INC**

Business Information Business Phone Number: (916) 383-2888

6610 ASHER LANE  
SACRAMENTO, CA 95828

Entity Corporation

Issue Date 03/13/1990

Expire Date 03/31/2014

License Status **ACTIVE**

This license is current and active. All information below should be reviewed.

Classifications

| CLASS | DESCRIPTION                                    |
|-------|--|
| A     | <a href="#">GENERAL ENGINEERING CONTRACTOR</a> |

**CONTRACTOR'S BOND**

This license filed a Contractor's Bond with  
[DEVELOPERS SURETY AND INDEMNITY COMPANY](#).

Bond Number: 784264C

Bond Amount: \$12,500

Effective Date: 03/31/2013

Bonding [Contractor's Bond History](#)

**BOND OF QUALIFYING INDIVIDUAL**

1. The Responsible Managing Officer (RMO) BRANSON LEONARD DEAN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.

Effective Date: 05/04/2007

Workers' Compensation **WORKERS' COMPENSATION**

LBE



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 723412

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number 723412 Extract Date 1/9/2014

TOM JUDGE INC
DBA DIAMOND CONCRETE

Business Information Business Phone Number: (916) 388-1936

P O BOX 621649
ORANGEVALE, CA 95662

6500 Asher Lane
Sacramento, CA 95828

Entity Corporation

Issue Date 06/04/1996

Expire Date 06/30/2014

License Status ACTIVE

This license is current and active. All information below should be reviewed.

Classifications CLASS DESCRIPTION
C-8 CONCRETE

CONTRACTOR'S BOND

This license filed a Contractor's Bond with
AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 19459

Bond Amount: \$12,500

Effective Date: 01/01/2007

Bonding Contractor's Bond History

BOND OF QUALIFYING INDIVIDUAL

1. The Responsible Managing Officer (RMO) JUDGE HARLAN THOMAS certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.

Effective Date: 06/04/1996

Workers' Compensation WORKERS' COMPENSATION

DILLON ELLIOTT  
Customer Resource

**SUN GRO**  
N O R T H F U R E

**SUNSHINE**

Sun Gro Horticulture  
Processing Inc.  
2253 Dean Street  
McClellan, CA 95659  
[www.sungro.com](http://www.sungro.com)

Toll-Free: (800) 222-2554  
Tel: (916) 999-8307  
Fax: (916) 999-8450  
E-Mail: [Ellison@sungro.com](mailto:Ellison@sungro.com)



DEPARTMENT OF CONSUMER AFFAIRS

# Contractors State License Board

## Contractor's License Detail - License # 281556

**⚠️ DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number **281556** Extract Date 5/14/2014

Business Information: CENTRAL FENCE CO  
 Business Phone Number: (408) 993-9993  
 1304 WHITTON AVE  
 SAN JOSE, CA 95116  
*1480 Otto Circle (See Attached)*  
*San. CA 95822*

Entity: Sole Ownership  
 Issue Date: 01/19/1973  
 Expire Date: 12/31/2014

License Status: **ACTIVE**  
 This license is current and active. All information below should be reviewed.

| Classifications | CLASS | DESCRIPTION |
|-----------------|-------|-------------|
|                 | C13   | FENCING     |

Bonding: **CONTRACTOR'S BOND**  
 This license filed a Contractor's Bond with [CONTRACTORS BONDING AND INSURANCE COMPANY](#).  
 Bond Number: BB8433  
 Bond Amount: \$12,500  
 Effective Date: 01/01/2007  
[Contractor's Bond History](#)

Workers' Compensation: **WORKERS' COMPENSATION**  
 This license has workers compensation insurance with [STATE COMPENSATION INSURANCE FUND](#).  
 Policy Number: 824-0507076  
 Effective Date: 10/01/2012  
 Cancellation Date: 06/11/2014



Create Online Account | Login Search

PRODUCTS RESOURCES & SERVICES HOMEOWNER LINKS LOCATIONS OUR COMPANY

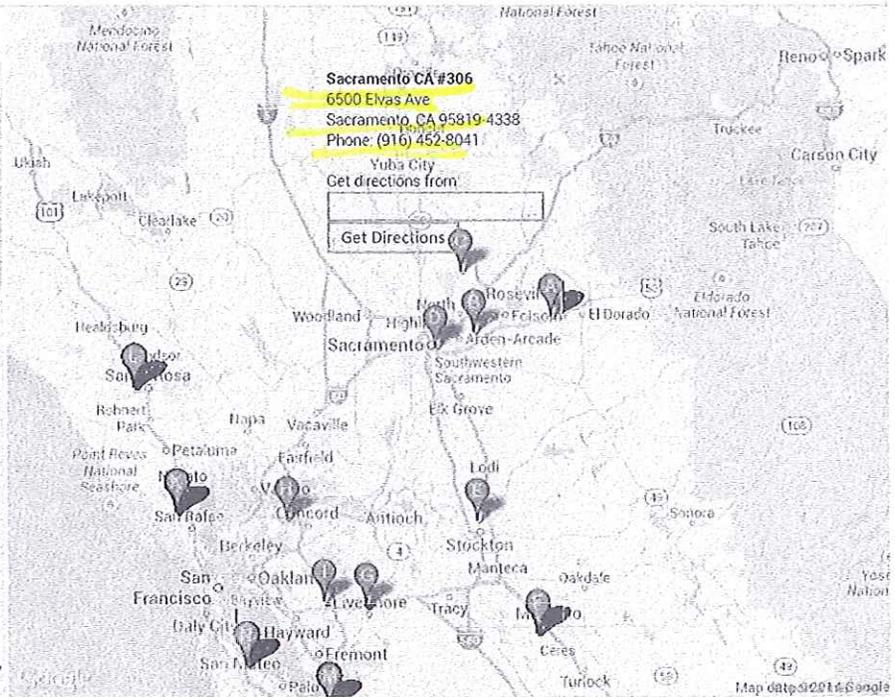
### Branch Locations

Home / Locations

Please enter your zip code or state below to locate a branch near you.

Zip code, State or Branch#:  Search

-  Shingle Springs CA #310  
1045 Sunset Ln  
Shingle Springs, CA 95682-6600  
Phone: (530) 677-0357  
(Distance: 9.7 miles)
-  Rancho Cordova CA #304  
2540 Grannan Ct # F  
Rancho Cordova, CA 95742-6210  
Phone: (916) 635-1200  
(Distance: 23.5 miles)
-  Rocklin CA #305  
1675 Nichols Dr  
Rocklin, CA 95765-1306  
Phone: (916) 408-0024  
(Distance: 26.2 miles)
-  Sacramento CA #306  
6500 Elvas Ave  
Sacramento, CA 95819-1338  
Phone: (916) 452-8041  
(Distance: 35.9 miles)
-  Stockton CA #311  
1610 N Broadway Ave  
Stockton, CA 95205-3047  
Phone: (209) 465-4052  
(Distance: 57.4 miles)
-  Modesto CA #288  
209 Winmore Way  
Modesto, CA 95358-5744  
Phone: (209) 536-0702



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DEPARTMENT OF CONSUMER AFFAIRS

# Contractors State License Board

## Contractor's License Detail - License # 653669

**⚠️ DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ➔ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ➔ Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.
- ➔ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ➔ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number **653669** Extract Date 2/12/2014

**Business Information**  
 GUZMAN ELECTRIC INC  
 Business Phone Number: (916) 386-1249  
 P O BOX 293464  
 SACRAMENTO, CA 95829-3464

*8001 Fruitridge Rd. #8  
 Sacramento, CA 95820*

**Entity** Corporation  
**Issue Date** 09/08/1992  
**Reissue Date** 10/30/2003  
**Expire Date** 10/31/2015

**License Status** **ACTIVE**  
 This license is current and active. All information below should be reviewed.

**Classifications**

| CLASS | DESCRIPTION       |
|-------|-------------------|
| C10   | <u>ELECTRICAL</u> |

**Bonding**

**CONTRACTOR'S BOND**  
 This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.  
**Bond Number:** 100145166  
**Bond Amount:** \$12,500  
**Effective Date:** 10/30/2010  
[Contractor's Bond History](#)

**BOND OF QUALIFYING INDIVIDUAL**

- The Responsible Managing Officer (RMO) GUZMAN AGUSTIN GARCIA certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

**Effective Date:** 10/30/2003

**Workers' Compensation** WORKERS' COMPENSATION

**B14190021019**

**FOLLOWING FORMS TO BE FILLED OUT**

**AND SIGNED**

**ONLY**

**IF AWARDED CONTRACT**

AGREEMENT  
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification \_\_\_\_\_, 20\_\_\_\_, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and JM SLOVER, INC., 1630 LOTUS ROAD, PLACERVILLE, CA 95667 ("Contractor") in the amount of: **FOUR HUNDRED FIFTY FOUR THOUSAND, SIX HUNDRED FIFTY DOLLARS AND NO CENTS (\$454,650.00).**

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 Local Business Enterprise (LBE) Requirements
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
- 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:

**CONLIN YOUTH SPORTS COMPLEX DOG PARK AND PARKING  
LOT (L19005100)**

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

**ADDITIVE ALTERNATE #1 TO BE 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 Sixty Working Days (60) from the Notice to Proceed for substantial completion and Ninety calendar days (90) for plant establishment 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.

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 \$1,000.00 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.

(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-erections, 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 06/10/2014

BY   
\_\_\_\_\_  
John M. Slover

Print Name  
\_\_\_\_\_  
President  
Title

BY   
\_\_\_\_\_  
Teresa L. Slover

Print Name  
\_\_\_\_\_  
Sec. / CFO  
Title

\_\_\_\_\_  
20-3963906

Federal ID#

\_\_\_\_\_  
377 4592 4

State ID#

125125

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

Type of Business Entity (*check one*):

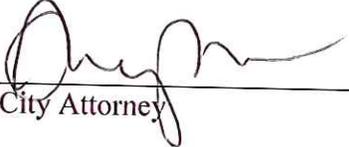
- Individual/Sole Proprietor  
 Partnership  
 Corporation  
 Limited Liability Company  
 Other (*please specify:* \_\_\_\_\_)

**CITY OF SACRAMENTO**  
a municipal corporation

DATE \_\_\_\_\_

BY \_\_\_\_\_  
James L. Combs, Director of Parks & Recreation  
For: \_\_\_\_\_  
City Manager

Original Approved As To Form:

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

Attest:

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

**CITY OF SACRAMENTO  
PERFORMANCE BOND**

Bond No.: 0650084

Premium: \$7,820.00

Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: JM SLOVER, INC.. 1630 LOTUS ROAD. PLACERVILLE, CA 95667

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

**CONLIN YOUTH SPORTS COMPLEX DOG PARK AND PARKING  
LOT (L19005100)**

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*):

International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102, 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:

**FOUR HUNDRED FIFTY FOUR THOUSAND, SIX HUNDRED FIFTY DOLLARS AND NO CENTS (\$454,650.00)**, 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 June 10th, 2014.

JM Slover, Inc  
(Contractor) (Seal)  
By [Signature]  
Title John M. Slover, President

International Fidelity Insurance Company  
(Surety) (Seal)  
By [Signature]  
Title Stanley J. Matraga, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]  
City Attorney

Agent name & Address Matraga Bonds & Insurance Services  
P. O. Box 2143, Carmichael, CA 95609  
Agent Phone # (916) 489-1799  
Surety Phone # (800) 277-3537  
California License # OC13015

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

STANLEY J. MATRANGA

Carmichael, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2015

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

10th day of June, 2014

MARIA BRANCO, Assistant Secretary

## ACKNOWLEDGMENT

State of California  
County of Sacramento )

On June 10, 2014 before me, Eric Matranga, Notary Public  
(insert name and title of the officer)

personally appeared Stanley J. Matranga,  
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 *Eric Matranga* (Seal)

**CITY OF SACRAMENTO  
PAYMENT BOND**

Bond No.: 0650084  
Premium: Included in Perf. Bond

Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: JM SLOVER, INC., 1630 LOTUS ROAD, PLACERVILLE, CA 95667

hereinafter called Contractor, a contract for construction of:

**CONLIN YOUTH SPORTS COMPLEX DOG PARK AND PARKING  
LOT (L19005100)**

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*):

International Fidelity Insurance Company, One Newark Center, 20th Floor, Newark, NJ 07102, 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 **FOUR HUNDRED FIFTY FOUR THOUSAND, SIX HUNDRED FIFTY DOLLARS AND NO CENTS (\$454,650.00)**, 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 June 10th, 20 14.

JM Slover, Inc.  
(Contractor) (Seal)  
By [Signature]  
Title John M. Slover, President

International Fidelity Insurance Company  
(Surety) (Seal)  
By [Signature]  
Title Stanley J. Matranga, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:  
[Signature]  
City Attorney

Agent name & Address Matranga Bonds & Insurance Services  
P. O. Box 2143, Carmichael, CA 95609  
Agent Phone # (916) 489-1799  
Surety Phone # (800) 277-3537  
California License # OC13015

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

STANLEY J. MATRANGA

Carmichael, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2015

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

10th

day of June, 2014

MARIA BRANCO, Assistant Secretary

**ACKNOWLEDGMENT**

State of California  
County of Sacramento)

On June 10, 2014 before me, Eric Matranga, Notary Public  
(insert name and title of the officer)

personally appeared Stanley J. Matranga,  
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 *Eric Matranga* (Seal)



# CERTIFICATE OF LIABILITY INSURANCE

JMSLOVE-01

HASH

DATE (MM/DD/YYYY)

6/9/2014

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<br><b>Armstrong &amp; Associates Insurance Services</b><br>#0B50501<br>239 West Court Street Bldg. A<br>Woodland, CA 95695 | (530) 668-2777 | CONTACT NAME: <b>Sharon E Harris, CIC</b>                  | FAX (A/C, No): <b>916-923-2797</b>                       |
|   |                | PHONE (A/C, No, Ext): <b>916-779-6973</b>                  | E-MAIL ADDRESS: <b>Sharris@Armstrongprofessional.com</b> |
|   |                | INSURER(S) AFFORDING COVERAGE                              | NAIC #   |
|   |                | INSURER A: <b>Argonaut Great Central Insurance Company</b> |  |
|   |                | INSURER B: <b>Wesco Insurance Company Inc.</b>             |  |
|   |                | INSURER C:   |  |
|   |                | INSURER D:   |  |
|   |                | INSURER E:   |  |
|   |                | INSURER F:   |  |

**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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X         | X        | LAN202010501  | 10/13/2013              | 10/13/2014              | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b><br>MED EXP (Any one person) \$ <b>5,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  | X         | X        | LAA202010501  | 10/13/2013              | 10/13/2014              | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (PER ACCIDENT) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | LAX202010501  | 10/13/2013              | 10/13/2014              | EACH OCCURRENCE \$ <b>5,000,000</b><br>AGGREGATE \$<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | WWC3084501    | 3/1/2014                | 3/1/2015                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Re: Conlin Youth Sports Complex Dog Park and Parking Lot (L19005100)**  
 The City of Sacramento, it's officials, employees and volunteers are named as additional insured per attached AGCG2010BPN 0704 and AGCG2037BPN 0704. Primary Wording hereby applies. Waiver of Subrogation hereby applies for General Liability per attached Form CG2404 05/09. Auto additional insured and waiver of subrogation applies per attached auto fleet endorsement. Work Comp Waiver of Subrogation hereby applies per endorsement attached

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>City of Sacramento<br>5730 24th Street, Bldg 1<br>Sacramento, CA 95822- | <b>CANCELLATION</b><br><br>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<br><br>  |

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Policy Number: LAN202010501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

**BLANKET, PRIMARY, OR NON-CONTRIBUTORY – AS REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

|                                  |                                   |
|----------------------------------|-----------------------------------|
| Policy Effective Date 10/13/2013 | Policy Expiration Date 10/13/2014 |
| Named Insured J M Slover Inc.    |                                   |

If the required policy information is not shown above, it will be shown in the Declarations.

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s):  | Location(s) Of Covered Operations   |
|---|---|
| <p><u>Name of Person or Organization:</u></p> <p>Any person or organization with whom you agreed, because of a written "insured contract", written agreement or permit, is an insured during the policy period.</p> | <p><u>Location:</u></p> <p>Blanket as required by written "insured contract".</p> <p>This insurance is excess over any other insurance available to the additional insured(s) as an insured whether primary, excess, contingent or on any other basis, unless a written "insured contract" or written agreement specifically requires that this insurance be either primary or non-contributing.</p> <p>This insurance applies as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim, loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.</p> |

**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 for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: LAN202010501

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

**BLANKET, PRIMARY OR NON-CONTRIBUTORY -  
AS REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

|                                |                                 |
|--------------------------------|---------------------------------|
| Policy Effective Date 10/13/13 | Policy Expiration Date 10/13/14 |
| Named Insured<br>JM Slover Inc |                                 |

If the required policy information is not shown above, it will be shown in the Declarations.

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s):</b>   | <b>Location And Description Of Completed Operations</b>  |
|---|--|
| Any person or organization with whom you agreed, because of a written "insured contract", written agreement or permit, is an insured during the policy period . | Blanket as required by written "insured contract".<br><br>This insurance is excess over any other insurance available to the additional insured(s) as an insured whether primary, excess, contingent or on any other basis, unless a written "insured contract" or written agreement specifically requires that this insurance be either primary or non-contributing.<br><br>This insurance applies as respects any claim, loss or liability allegedly arising out of the operations of the named insured, provided however that this insurance will not apply to any claim, loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility. |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Blanket as required by written contract and effective during the policy period as stated in the policy declarations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO FLEET ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE PART

#### A. BROADENED NAMED INSURED

In **SECTION V – DEFINITIONS**, item **G.** is amended as follows:

The definition of “insured” is amended to include the following:

“Insured” includes as Named Insured any organization that is acquired or formed by you, in which one or more Named Insured(s) shown in the Declarations has an ownership interest of more than 50%, if there is no similar insurance available to that organization.

However, “insured” does not include any newly acquired or formed organization:

1. That is a joint venture or partnership;
2. That is an “insured” under any other similar liability or indemnity policy;
3. That has exhausted its limit of insurance under any other similar liability or indemnity policy; or
4. That has existed for 180 days or more after acquisition or formation by you unless you have notified us of the organization prior to the 181<sup>st</sup> day after the effective date of acquisition or formation or the end of the policy period, whichever is earlier.

No person or organization is an “insured” with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

#### B. AMENDMENT OF COVERAGE EXTENSIONS

In **SECTION II – LIABILITY COVERAGE**, the following are amended:

1. Paragraph **A.2.a.(2)** is replaced by the following:
  - (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
2. Paragraph **A.2.a.(4)** is replaced by the following:
  - (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 per day because of time off from work.

#### C. RENTAL REIMBURSEMENT COVERAGE

Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.

1. This coverage applies only to a covered “auto” described or designated in the Vehicle Schedule or in the Declarations as carrying physical damage coverage.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto”.

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you;
  - b. 60 days; or
  - c. The vehicle is replaced, repaired or returned.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$1,500 maximum.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE Coverage Extension**.

#### **D. COMMUNICATION EQUIPMENT COVERAGE**

##### **1. COVERAGE**

- a. We will pay, with respect to a covered "auto" described in the Vehicle Schedule or Declarations, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss". Equipment which is removable from a housing unit which is permanently installed in the covered "auto" and is designed to be solely operated by use of the power from the "auto's" electrical system in or upon the covered "auto" is considered to be permanently installed.
- b. We will pay, with respect to a covered "auto" described in the Vehicle Schedule or Declarations, for "loss" to any accessories used with the electronic equipment described in paragraph 1.a. above. However, this does not include tapes, records or discs.

##### **2. LIMIT OF INSURANCE**

With respect to this coverage under this endorsement, the **LIMIT OF INSURANCE** provision for **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

- a. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - (1) The actual cash value of the damaged or stolen equipment as of the time of the "loss";
  - (2) The cost of repairing or replacing the damaged or stolen equipment with other equipment of like kind or quality; or
  - (3) \$2,500.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

**3. DEDUCTIBLE**

No deductibles apply to this coverage.

**E. TAPES, RECORDS AND DISCS COVERAGE**

1. Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar devices:
  - a. Are your property; and
  - b. Are in a covered "auto" showing visible signs of forcible entry at the time of "loss".
2. The most we will pay for "loss" is \$250.
3. **PHYSICAL DAMAGE COVERAGE** provisions apply to this coverage, except for any deductible.

**F. EXTENDED TOWING COVERAGE**

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is amended:

Paragraph **A.2.** is replaced by the following:

2. Towing
  - a. We will pay up to the limit shown in **b.** for towing and labor costs incurred each time an "auto" is disabled. However, the labor must be performed at the place of disablement.
  - b. Limit of Insurance
    - (1) The most we will pay per disablement of a private passenger type "auto" is \$75.
    - (2) The most we will pay per disablement of an "auto" not of the private passenger type is \$500.

**G. EXTENDED GLASS COVERAGE**

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is amended:

Paragraph **A.3.a.** is replaced by the following:

- a. Glass breakage. If "loss" is applicable to only the glass of a covered "auto" and the glass is repaired rather than replaced, the deductible will be waived.

**H. AIRBAG COVERAGE**

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is amended:

In **B. Exclusions**, mechanical breakdown does not apply to an unintended discharge of an airbag. Coverage is excess over any other collectable insurance or warranty specifically designed to coverage such an occurrence.

**I. ADDITIONAL INSURED AND WAIVER OF SUBROGATION COVERAGE REQUIRED BY "INSURED CONTRACT", WRITTEN AGREEMENT OR PERMIT**

In **SECTION II – LIABILITY COVERAGE**, item **a.1. Who Is An Insured**, the following are added as "insureds":

- f. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional "insured" to this policy by:
    - (a) An expressed provision of an "insured contract" or written agreement; or
    - (b) An expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) The permit has been issued to you.

The following paragraph is added to **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any additional "insured" under paragraph **f.** above, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the "insured contract", written agreement or permit.

**J. HIRED "AUTO" PHYSICAL DAMAGE**

If Physical Damage coverage is provided to the "insured" under this policy, then Hired "Auto" Physical Damage is also provided for "autos" of like kind and use as those covered for Physical Damage under this policy. Any deductibles applicable to these "autos" will also apply to this coverage in a direct relationship to like kind and use.

- 1. The most we will pay for any one "loss" is the lesser of the following:
  - a. The actual cash value as determined by us; or
  - b. The cost of repair.

In addition, we will pay any costs or fees associated with the "loss" to a hired "auto", subject to a maximum of \$500 and not for a time period that exceeds seven (7) days.

- 2. No deductible applies to "loss" caused by fire or lightning.
- 3. For Hired "Auto" Physical Damage Coverage, any "auto" you lease, hire, rent or borrow is deemed to be covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**K. LEASE OR LOAN PHYSICAL DAMAGE COVERAGE EXTENSION**

In the event of a total "loss" to a covered owned "auto" that does not exceed three model years old, from the current model year, and is designated in the Vehicle Schedule or the Declarations and shown as having a loss payee or additional insured – lessor, **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance**, is replaced by the following:

We will pay the greater of:

1. "Outstanding indebtedness" under the initial finance agreement for a covered "auto" and its equipment;  
or
2. The actual cash value of the damages or stolen property as of the time of the "loss".

"Outstanding indebtedness" means the amount you owe on the finance agreement at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear; or lease termination fees.

We will not pay any administrative costs or overhead fees assessed by the finance company who has leased the covered "auto" to you.

**L. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

**SECTION IV – CONDITIONS, A.2. Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss,** paragraph a. is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident", claim, "suit" or "loss" is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or an authorized representative, if you are a partnership;
  - (3) A member, or an authorized representative, if you are a limited liability company; or
  - (4) An executive officer, insurance manager or authorized representative, if you are a corporation.

Knowledge of an "accident", claim, "suit" or "loss" by other employee(s) does not imply you also have such knowledge.

Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons.

**M. AUTO MEDICAL PAYMENTS**

If the "insured" has purchased Auto Medical Payments coverage, the limit of liability for those vehicles designated in the policy as having this coverage will be the greater of:

1. \$5,000; or
2. The amount shown in the Declarations.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 04 03 06**

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective  
Insured 3/1/2014

Policy No. WWC3084501

Endorsement No. WC 04 03 06  
Premium \$

Insurance Company

JM Slover Inc

Countersigned by



**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: 06/05/2014

Contractor JM Slover Inc.

By   
Signature

**PAY REQUEST APPLICATION**

**PROJECT NAME AND NUMBER: CONLIN YOUTH SPORTS COMPLEX DOG  
PARK AND PARKING LOT (L19005100)**

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

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

COST CENTER: (L19005100)

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.: TIN-WAH WONG, 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)

**CITY OF SACRAMENTO**

Department of Parks and Recreation  
Park Planning & Development Services

**SCHEDULE OF VALUES**

Remit To: Tin-Wah Wong  
Department of Parks and Recreation  
Park Planning and Development Services  
915 I Street, 3rd Floor  
Sacramento, CA 95814

**PROJECT NAME:** Conlin Youth Sports Complex Dog Park and Parking Lot Expansion

**CITY PROJ. NO:** L19005100

**CONTRACTOR:** JM SLOVER, INC.

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

**FUNDING:** 1001, 2232, 2508, 3204

1630 LOTUS ROAD  
PLACERVILLE, CA 95667  
(530) 621.4815

**PHONE NO:**

**Base Bid Items**

| Item No. | Item Description               | Estimated Quantity | Unit | Unit Price  | Authorized Amount | This Estimate |           | Total Work Completed |           | Quantity Remaining |
|----------|--------------------------------|--------------------|------|-------------|-------------------|---------------|-----------|----------------------|-----------|--------------------|
|          |                                |                    |      |             |                   | Quantity      | \$ Amount | Quantity             | \$ Amount |                    |
| 1        | Site Clearing and Grubbing     | 1                  | LS   | \$4,000.00  | \$4,000.00        |               |           |                      |           |                    |
| 2        | Site Staking                   | 1                  | LS   | \$3,900.00  | \$3,900.00        |               |           |                      |           |                    |
| 3        | Temporary Construction Fence   | 1                  | LS   | \$1,800.00  | \$1,800.00        |               |           |                      |           |                    |
| 4        | Demolition                     | 1                  | LS   | \$4,000.00  | \$4,000.00        |               |           |                      |           |                    |
| 5        | Erosion and Sediment Control   | 1                  | LS   | \$4,000.00  | \$4,000.00        |               |           |                      |           |                    |
| 6        | Site Grading                   | 1                  | LS   | \$32,500.00 | \$32,500.00       |               |           |                      |           |                    |
| 7        | Square Landscape Drain Inlet   | 1                  | LS   | \$5,600.00  | \$5,600.00        |               |           |                      |           |                    |
| 8        | Existing Drain Inlet to Adjust | 1                  | LS   | \$5,600.00  | \$5,600.00        |               |           |                      |           |                    |
| 9        | PVC Gravity Drain Pipe         | 1                  | LS   | \$5,600.00  | \$5,600.00        |               |           |                      |           |                    |
| 10       | Drinking Fountain Sump         | 1                  | LS   | \$525.00    | \$525.00          |               |           |                      |           |                    |
| 11       | Potable Water Line             | 1                  | LS   | \$2,650.00  | \$2,650.00        |               |           |                      |           |                    |
| 12       | Encroachment Permit            | 1                  | LS   | \$180.00    | \$180.00          |               |           |                      |           |                    |
| 13       | Aggregate Base                 | 1                  | LS   | \$58,200.00 | \$58,200.00       |               |           |                      |           |                    |
| 14       | Asphaltic Concrete             | 1                  | LS   | \$47,800.00 | \$47,800.00       |               |           |                      |           |                    |
| 15       | Concrete Flatwork              | 1                  | LS   | \$40,250.00 | \$40,250.00       |               |           |                      |           |                    |
| 16       | Accessible Ramp                | 1                  | LS   | \$1,175.00  | \$1,175.00        |               |           |                      |           |                    |
| 17       | Truncated Domes                | 1                  | LS   | \$400.00    | \$400.00          |               |           |                      |           |                    |

**CITY OF SACRAMENTO**

Department of Parks and Recreation  
Park Planning & Development Services

**SCHEDULE OF VALUES**

**PROJECT NAME:** Conlin Youth Sports Complex Dog Park and Parking Lot Expansion

**CITY PROJ. NO:** L19005100

**CONTRACTOR:** JM SLOVER, INC.

**FUNDING:** 1001, 2232, 2508, 3204

1630 LOTUS ROAD  
PLACERVILLE, CA 95667  
(530) 621,4815

**PHONE NO:**

Remit To: Tin-Wah Wong

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

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

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

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

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

**Base Bid Items**

| Item No. | Item Description  | Estimated Quantity | Unit | Unit Price  | Authorized Amount | This Estimate |           | Total Work Completed |           | Quantity Remaining |
|----------|---|--------------------|------|-------------|-------------------|---------------|-----------|----------------------|-----------|--------------------|
|          |   |                    |      |             |                   | Quantity      | \$ Amount | Quantity             | \$ Amount |                    |
| 18       | Concrete Curb and Gutter Type 2                               | 1                  | LS   | \$5,450.00  | \$5,450.00        |               |           |                      |           |                    |
| 19       | Curb and Gutter Type 3  | 1                  | LS   | \$13,500.00 | \$13,500.00       |               |           |                      |           |                    |
| 20       | Parking Lot Striping  | 1                  | LS   | \$600.00    | \$600.00          |               |           |                      |           |                    |
| 21       | Curb Paint  | 1                  | LS   | \$320.00    | \$320.00          |               |           |                      |           |                    |
| 22       | 9" Concrete Mow Strip   | 1                  | LS   | \$10,100.00 | \$10,100.00       |               |           |                      |           |                    |
| 23       | Curb Stop   | 1                  | LS   | \$100.00    | \$100.00          |               |           |                      |           |                    |
| 24       | 6' Chain Link Fence   | 1                  | LS   | \$20,500.00 | \$20,500.00       |               |           |                      |           |                    |
| 25       | 4' Entry Gate   | 1                  | LS   | \$2,600.00  | \$2,600.00        |               |           |                      |           |                    |
| 26       | Chain Link Maintenance Gate                                   | 1                  | LS   | \$2,450.00  | \$2,450.00        |               |           |                      |           |                    |
| 27       | 6' Chain Link Fence with Slats                                | 1                  | LS   | \$2,500.00  | \$2,500.00        |               |           |                      |           |                    |
| 28       | Chain Link Maintenance Gate with Slats for Dumpster Enclosure | 1                  | LS   | \$1,570.00  | \$1,570.00        |               |           |                      |           |                    |
| 29       | Drinking Fountain   | 1                  | LS   | \$11,500.00 | \$11,500.00       |               |           |                      |           |                    |
| 30       | 6' Bench  | 1                  | LS   | \$5,900.00  | \$5,900.00        |               |           |                      |           |                    |
| 31       | Trash Receptacle  | 1                  | LS   | \$3,500.00  | \$3,500.00        |               |           |                      |           |                    |
| 32       | Dog Park Rules Signs  | 1                  | LS   | \$120.00    | \$120.00          |               |           |                      |           |                    |
| 33       | ADA Parking Lot Signs   | 1                  | LS   | \$660.00    | \$660.00          |               |           |                      |           |                    |
| 34       | Electrical System   | 1                  | LS   | \$1,400.00  | \$1,400.00        |               |           |                      |           |                    |

**CITY OF SACRAMENTO**

Department of Parks and Recreation  
Park Planning & Development Services

**SCHEDULE OF VALUES**

Remit To: Tin-Wah Wong  
Department of Parks and Recreation  
Park Planning and Development Services  
915 I Street, 3rd Floor  
Sacramento, CA 95814

**PROJECT NAME:** Conlin Youth Sports Complex Dog Park and Parking Lot Expansion

**CITY PROJ. NO:** L19005100

**CONTRACTOR:** JM SLOVER, INC.

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

**FUNDING:** 1001, 2232, 2508, 3204

**ADDRESS:** 1630 LOTUS ROAD  
PLACERVILLE, CA 95667  
**PHONE NO:** (530) 621.4815

**Base Bid Items**

| Item No.                   | Item Description                                    | Estimated Quantity | Unit | Unit Price  | Authorized Amount   | This Estimate |           | Total Work Completed |           | Quantity Remaining |
|----------------------------|---|--------------------|------|-------------|---------------------|---------------|-----------|----------------------|-----------|--------------------|
|                            |   |                    |      |             |                     | Quantity      | \$ Amount | Quantity             | \$ Amount |                    |
| 35                         | Automatic Irrigation System                         | 1                  | LS   | \$34,500.00 | \$34,500.00         |               |           |                      |           |                    |
| 36                         | Central Control System                              | 1                  | LS   | \$9,750.00  | \$9,750.00          |               |           |                      |           |                    |
| 37                         | Landscape Mulch to Install                          | 1                  | LS   | \$40,550.00 | \$40,550.00         |               |           |                      |           |                    |
| 38                         | Trees   | 1                  | LS   | \$6,850.00  | \$6,850.00          |               |           |                      |           |                    |
| 39                         | Shrub and Groundcover Areas                         | 1                  | LS   | \$20,500.00 | \$20,500.00         |               |           |                      |           |                    |
| 40                         | Turf Hydroseeding                                   | 1                  | LS   | \$2,100.00  | \$2,100.00          |               |           |                      |           |                    |
| 41                         | Non-Irrigated Native Grass/ Wildflower Hydroseeding | 1                  | LS   | \$1,000.00  | \$1,000.00          |               |           |                      |           |                    |
| 42                         | Landscape Maintenance (90 Days)                     | 1                  | LS   | \$2,500.00  | \$2,500.00          |               |           |                      |           |                    |
| <b>TOTAL BASE BID COST</b> |   |                    |      |             | <b>\$418,700.00</b> |               |           |                      |           |                    |

**Additive Alternate Bid Items**

| Item No.                             | Item Description            | Estimated Quantity | Unit | Unit Price   | Authorized Amount   | This Estimate |           | Total Work Completed |           | Quantity Remaining |
|--------------------------------------|-----------------------------|--------------------|------|--------------|---------------------|---------------|-----------|----------------------|-----------|--------------------|
|                                      |                             |                    |      |              |                     | Quantity      | \$ Amount | Quantity             | \$ Amount |                    |
| A1                                   | Parking Lot Expansion       | 1                  | LS   | \$35,950.00  | \$35,950.00         |               |           |                      |           |                    |
| A2                                   | Dog Park Obstacle Equipment | 1                  | LS   | not awarding | \$0.00              |               |           |                      |           |                    |
| <b>TOTAL ADDITIVE ALTERNATE COST</b> |                             |                    |      |              | <b>\$35,950.00</b>  |               |           |                      |           |                    |
| <b>TOTAL BID AMOUNT</b>              |                             |                    |      |              | <b>\$454,650.00</b> |               |           |                      |           |                    |

**CITY OF SACRAMENTO**

Department of Parks and Recreation  
Park Planning & Development Services

**SCHEDULE OF VALUES**

Remit To: Tin-Wah Wong  
Department of Parks and Recreation  
Park Planning and Development Services  
915 I Street, 3rd Floor  
Sacramento, CA 95814

**PROJECT NAME:** Conlin Youth Sports Complex Dog Park and Parking Lot Expansion

**CITY PROJ. NO:** L19005100

**CONTRACTOR:** JM SLOVER, INC.

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

**FUNDING:** 1001, 2232, 2508, 3204

**ADDRESS:** 1630 LOTUS ROAD  
PLACERVILLE, CA 95667  
**PHONE NO:** (530) 621.4815

**Base Bid Items**

| Item No. | Item Description                     | Estimated Quantity | Unit | Unit Price | Authorized Amount | This Estimate |           | Total Work Completed |           | Quantity Remaining |
|----------|--------------------------------------|--------------------|------|------------|-------------------|---------------|-----------|----------------------|-----------|--------------------|
|          |                                      |                    |      |            |                   | Quantity      | \$ Amount | Quantity             | \$ Amount |                    |
|          | <b>CHANGE ORDERS</b>                 |                    |      |            |                   |               |           |                      |           |                    |
| 1        |                                      | 1                  | LS   |            |                   |               |           |                      |           |                    |
| 2        |                                      | 1                  | LS   |            |                   |               |           |                      |           |                    |
| 3        |                                      | 1                  | LS   |            |                   |               |           |                      |           |                    |
| 4        |                                      | 1                  | LS   |            |                   |               |           |                      |           |                    |
| 5        |                                      | 1                  | LS   |            |                   |               |           |                      |           |                    |
|          | <b>TOTAL CHANGE ORDER AMOUNT</b>     |                    |      |            | \$0.00            |               |           |                      |           |                    |
|          | <b>TOTAL AMENDED CONTRACT AMOUNT</b> |                    |      |            | \$454,650.00      |               |           |                      |           |                    |

**GUARANTEE**

We hereby guarantee the: **CONLIN YOUTH SPORTS COMPLEX DOG PARK AND  
PARKING LOT (L19005100)**

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: 06/05/2014

Signed:



John M. Slover  
Printed Name

JM Slover Inc.  
Company

1630 Lotus Road  
Address

Placerville, CA 95667

**SPECIAL PROVISIONS FOR:**

Conlin Youth Sports Complex Dog Park & Parking Lot  
(L19005100)

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of developing the Dog Park and Parking Lot expansion at Conlin Youth Sports Complex, located at 7895 Freeport Blvd. The improvements will consist of development of 2.8 acres, grading, drainage, irrigation, landscaping, concrete walkways, chain link fencing, parking lot expansion, plus additive alternate items of addition parking lot and dog park equipment.

B. COMPLETION TIME

The time for the completion of all work is Sixty Working Days (60) from the Notice to Proceed for substantial completion and Ninety calendar days (90) 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.

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 **City Project Manager** Tin-Wah Wong, a Department of Parks and Recreation, Park Planning & Development Services, 915 I Street, 5<sup>th</sup> Floor, Sacramento, CA 95814, (916) 808-5540, FAX (916) 808-8275.

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</u> | <u>Shop Drawings</u> | <u>Mock-up or Sample</u> |
|--------------------------------|---------------------|----------------------|--------------------------|
| Asphalt Paving                 | X                   |                      |                          |
| Parking Lot Striping and Paint | X                   |                      |                          |
| Concrete Pavement              | X                   |                      | X                        |
| Aggregate Base                 | X                   |                      |                          |
| Expansion Joint Materials      | X                   |                      |                          |
| Trash/Recycle Receptacles      | X                   |                      |                          |

|   |   |   |   |
|---|---|---|---|
| Drinking Fountain                                 | X |   |   |
| Bench   | X |   |   |
| Gate Valves                                       | X |   |   |
| Irrigation Control Valves                         | X |   |   |
| Valve Boxes & Lids                                | X |   |   |
| Quick Coupler Valves                              | X |   |   |
| Spray Heads                                       | X |   |   |
| Rotors  | X |   |   |
| Main and Domestic Water Conduit                   | X |   |   |
| PVC Pipe Fittings                                 | X |   |   |
| Solvent Weld for PVC                              | X |   |   |
| Swing Joint Assemblies                            | X |   |   |
| Control Wire & Connectors                         | X |   |   |
| Central Irrigation Controller                     | X |   |   |
| Soil Amendments                                   | X |   | X |
| Pre-emergent                                      | X |   |   |
| Mulch   | X |   | X |
| Hydroseed Seed Mix, Tags & Receipts               | X |   |   |
| Plant Materials                                   | X |   |   |
| Landscape Fabric and Staples or Fasteners         | X |   |   |
| Dog Park Equipment                                | X |   |   |
| Fencing and Gate materials, brackets and fixtures | X | X |   |
| Curb Stop   | 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. Bid Item Specification

### **Item No. 1 - Site Clearing and Grubbing**

This item shall consist of Site Clearing and Grubbing for the park development 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 under 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 and legally disposed of away from the project site at contractors cost.

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 Inspector.

### **Item No. 2 - Site Staking**

This item shall consist of furnishing and installing Site Staking by a licensed Surveyor for site layout, grading, utilities and other elements as shown on the plan.

Contractor shall set stakes for site layout and grading for approval by the Inspector prior to installation.

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 Site Staking as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 3 - Temporary Construction Fence**

This item shall consist of furnishing, installing and maintaining a 6' high temporary construction Chain Link Fence around construction area as 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 Inspector. Fences with panel stands are preferred over in-ground mount.

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 the Temporary Construction Fence as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 4 – Demolition**

This item shall consist of Demolition and removal of items indicated on the plans in conformance with 13-3 Removing / Relocating of the Standard Specifications and these Special Provisions.

- A. Asphalt Paving shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.
- B. Concrete Curbing shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.
- C. Bollard / Post & Cable Fencing shall be removed, including concrete footings and concrete pads. All resulting debris shall be removed and legally disposed of away from the project site.
- D. Holes and depressions resulting from removed items shall be filled, compacted, and brought to finished grade with landscape fill in conformance with Section 14 of the Standard Specifications and as directed by the Inspector.
- E. Demolition Material The contractor shall maintain a Waste Log of all the Demolition Material removed from the project and disposed. All weight tags shall be kept with the 'Waste Log' and the 'Waste Log' and weight tags shall be turned over to the Landscape Architect at the end of the project. In disposing of this material the contractor shall follow the guidelines outlined in the C&D Debris Waste Management Plan, by the City of Sacramento Solid Waste Services (See Attachment 1)

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 the Demolition as shown on the plans, as specified in these Special Provisions, and as directed by the Inspector.

#### **Item No. 5 - 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. Storm Water Pollution Prevention Plan (SWPPP) – This manual is not required for this project. The contract shall maintain SWPPP best management practices and maintain a log of the items being installed and maintained. Refer to this specification and plans for additional information.
- B. BMP Maintenance and Maintenance Log - The contractor's onsite shall complete a maintenance inspection at a minimum of once a week and the inspection notes and information shall be logged into a binder kept on site. The log shall have the time and date of when the maintenance and inspection was conducted. The City's QSD will also conduct maintenance inspections on a random basis and

before, during and after precipitation events. The completed maintenance log shall be kept in the SWPPP. Any required changes to the BMP's or erosion and sediment control plan shall be logged by the City's QSD.

More information and details of Best Management Practice the contractor shall refer the the Erosion and Sediment control plan.

C. Housekeeping Practices shall be implemented as follows:

1. Solid Waste Management procedures shall include designated waste collection areas and containers in areas indicated. Arrange for regular removal and disposal from the site of solid waste. On a daily basis, clear site of trash including organic debris, packaging materials, scrap or surplus building materials, as well as domestic waste. Solid Waste Containers shall have a lid/ cover and shall covered it at the end of each work day or when its windy.
2. Material Delivery and Storage Area shall be designated and provided with a secondary containment method, as with berms. Store material on pallets and provide covering or water tight containers for soluble materials. Locate materials in a lockable storage contain or other secure enclosure to insure items cannot be vandalized or displaced during nonworking hours. Inspect area weekly and 48 hours prior to a storm event. If a spill is discovered the contractor shall first notify the contractor's and the City's QSP immediately and then have the QSP provide direction on how the spill should be cleaned up and if testing will be required.
3. Concrete Waste Area shall be designated and provide for a temporary pit to be used for concrete truck washout. Dispose of hardened concrete offsite. At no time shall a concrete truck dump its waste and clean its truck into the City storm drains via curb and gutter. Inspect daily to control runoff, and weekly for removal of hardened concrete. If the contractor is has a designated area for the concrete washout on site the contractor shall cover and divert rain water from entering into the washout area. The contractor can use a mobile concrete washout or other similar concrete washout system.
4. Paint and Painting Supplies instructions shall be given to employees and subcontractors regarding reduction of pollutants including material storage, use, and clean up. Inspect site weekly for evidence of improper disposal. A second containment system shall be used to minimize pollutants from escaping the washout areas. In addition the contractor shall place plastic or some other non permeable lining on the ground to minimize contact between the native soil and the pollutants.
5. Vehicle Fueling, Maintenance and Cleaning shall be located in a designated area with a secondary containment, as with berms. . In addition the contractor shall place plastic or some other non permeable lining on the ground to minimize contact between the native soil and the pollutants. Provide equipment with drip pans. Restrict on-site maintenance and cleaning of equipment to a minimum. Inspect area weekly.

6. Hazardous Waste Management instructions shall be given to all employees to prevent the discharge of pollutants from hazardous wastes to the drainage system through proper material use, and waste disposal. Hazardous waste products commonly found on-site include but are not limited to paints & solvents, petroleum products, fertilizers, herbicides & pesticides, soil stabilization products, asphalt products, and concrete curing products. A list of materials expected to be used is listed in the SWPPP. If additional items or items need to be removed the contractor shall notify the City QSP.
7. Dust Control: The Contractor shall comply with all City and County of Sacramento, State of California air pollution control rules, regulations, ordinances, and statues which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Inspector to eliminate the nuisance of blowing dust without causing sediment, debris or litter to enter the City storm drain system.
8. Erosion, Sediment, and Pollution Control The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project. In addition the contractor shall take measures to eliminate any water with pollutants from entering the project site as 'run-on'. The contractor shall be responsible for erosion and sediment control at all times during (working hours) and during normal working days, excluding evenings, weekends and holidays. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.
9. Non-Storm Water, slurry and sediment from concrete or asphalt sawcutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Inspector.
10. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays, and before a predicted rain event.

Daily all paved areas within the limits and surrounding the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. The Contractor will not be allowed to clean sediment and debris from the street by using water to wash down streets. The streets will be allowed to be washed only after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. If site is not kept sufficiently clean the City will take measures to clean it and back charge the Contractor.

11. More information and details of Best Management Practice the contractor shall refer the SWPPP prepared for this project and the Erosion and Sediment control plan.
- D. Construction site shall be prepared by the Contractor prior to the start of construction and shall be have erosion and sediment control measures in place until the project is complete. Contractor shall ensure to have all erosion and sediment control measures as outlined on the plans and shall be in place throughout the year.
- E. Erosion and sediment control measures shall be installed and maintained before the start of construction begins and until disturbed areas are stabilized. All erosion and sediment control measures shall be checked and maintained by the contractor on a minimum of a weekly basis, before and after and during all storms to ensure measures are functioning properly.
- F. Erosion Control Plan may not cover all the situations that arise during construction due to unanticipated field conditions. Changes to the erosion and sediment control plan shall be made to meet field by the City's QSD. The contractor shall make the required changes within 48 hours.
- G. Exposed / Disturbed soils that are present, the Contractor shall replant the areas with native compatible, drought-resistant vegetation prior to the end of construction, before shutting a site down for the wet seasons, or areas not actively being constructed within the last 14 calendar days. In addition the contractor shall use wet suppression to dampen the soil to minimize dust on as need basis. The contractor shall provide a price in the bid to:
- H. Stabilized Construction Entrance shall be installed by the Contractor prior to the commencement of construction including clearing and grubbing. Location of the entrance may be adjusted by the Contractor to facilitate grading operations. All construction traffic entering the paved road must cross the stabilized construction entrance. The stabilized construction entrance shall remain in place until the road base rock course is completed or when the City QSD authorizes the removal of the stabilized construction entrance. The contractor will be responsible for cleaning the stabilized construction entrance if the QSP finds it requires maintenance. All sediment deposited on paved roadways shall be swept at the end of each working day or as necessary.
- I. Fiber Rolls shall be installed per the plans and shall be placed around all new and existing drainage structure openings immediately after the structure opening is constructed. All fiber rolls shall be maintained and remain in place until construction is completed.

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 Inspector.

### **Item No. 6 - 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. The Contractor shall meet the lines and grades as shown on the grading plan. Should import or export of soil become necessary to meet the lines and grades as shown on the plans, it shall be at the sole expense of the Contractor. Should export of soil become necessary, 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.
- B. Relative Compaction for landscaped areas shall be 85%, or as directed by the Landscape Architect.
- C. Site grading shall be approved by the Landscape Architect upon completion of grading operations.

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 the Site Grading as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 7. - Square Landscape Drain Inlet**

This item shall consist of furnishing and constructing a Square Landscape Drain Inlet complete with concrete collar at the location and elevation as shown on the plans in conformance with these Special Provisions.

- A. Square Landscape Drain Inlet shall be a precast drain inlet with traffic rated lid. Refer to plans for model numbers.
- 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. Reinforcement shall be continuous #3 rebar in the center of curb as shown on the plans.

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 Square Landscape Drain Inlet as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 8. – Existing Drain Inlet to Adjust**

This item shall consist of furnishing and adjusting Existing Drain Inlet to adjust to complete with concrete collar at the location and elevation as shown on the plans in conformance with these Special Provisions.

- C. Existing Drain Inlet shall be existing and add or remove drain inlet to have the top of the drain inlet meet the finish grades as indicated on the plans.
- D. 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. Reinforcement shall be continuous #3 rebar in the center of curb as shown on the plans.
- E. Grate shall be existing and adjust as required to match finish surface as indicated on the plans.

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 Existing Drain Inlet to adjust as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 9 –PVC Gravity Drain Pipe**

This item shall consist of furnishing and placing 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.

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 PVC Gravity Drain Pipe as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 10 – Drinking Fountain Sump**

This item shall consist of furnishing and placing a Drinking Fountain Sump 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. Drinking Fountain 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.

- B. 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.

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 Drinking Fountain Sump as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 11 - Potable Water Line**

This item shall consist of furnishing and installing a Potable Water line, water tap, meter and a backflow preventer as shown on the plans, in conformance with Sections 10, 13, 14, 17, 27 and 38 of the Standard Specifications and these Special Provisions.

- A. Supply Line shall be PVC pipe under 2-1/2" and under shall be Schedule 40 and pipe 3" and large shall be Class 315, solvent weld and shall be installed in conformance with Section 10, 17, 24 and 38 of the Standard Specifications.
- B. Water Tap and Meter shall be existing and the contractor shall tap into the existing water line at the location shown on the plans.
- 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.

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 the Potable Water Line as shown on plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 12 - Encroachment Permits**

This item shall consist of furnishing, installing and implementing the encroachment permit in conformance with these specifications and per the Standard.

- A. Street Encroachment/Excavation Permit - Contractor shall apply for and obtain an Encroachment/Excavation Permit from the Community Development Department, Permit Counter at 300 Richards Boulevard, 3rd Floor, Sacramento, prior to performing any street work. For more information on the Application for Encroachment/Excavation, contact (916) 808-6810. The City Parks and Recreation Dept. will pay the fee associated with the Encroachment/ Excavation Permit directly to the Community Development Dept., after the permit application is filed and prior to approval. Contractor will be required to submit copies of the site plan, a Traffic Control Plan prepared by the Contractor, and a construction schedule for work in the right-of-way.

Payment shall be at the lump sum price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in providing and completing the Encroachment Permits as specified in these Special Provisions and as directed by the Inspector.

**Item No. 13 - Aggregate Base**

This item shall consist of furnishing and installing aggregate base (AB) under concrete flatwork or asphaltic concrete 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 as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No. 14 - Asphaltic Concrete**

This item shall consist of furnishing and installing three inches (3-1/2") of asphaltic concrete as shown on plans in conformance with Section 10 and 22 of the Standard Specifications and these Special Provisions and Section 39 of the State Standard Specifications.

- A. Asphalt Concrete shall be Type B (medium) and shall conform to Section 22 of the Standard Specifications and Section 39 of the State Standard Specifications.
- B. Tack Coat shall be applied and shall conform to Section 22-7 of the Standard Specifications.
- C. Asphalt Binder shall be PG64-10 or PR64-16 and shall conform to Section 39 of the State 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 the work involved in providing and completing the Asphaltic Concrete as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No. 15 - Concrete Flatwork**

This item shall consist of furnishing and constructing Concrete Flatwork as shown on the plans in conformance with Sections 10, 19, 24, and 38 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. Fibermesh shall be 100% virgin homopolymer polypropylene multifilament fibers containing no reprocessed olefin materials, ASTM C1116, Type 4.1.3., specifically engineered and manufactured for use as a concrete reinforcement at the application rate of one lbs. per one cubic yard.
- C. 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
- D. 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.
- E. Test Panel shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 3' X 3' 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.
- F. 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 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 the Concrete Flatwork as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No. 16 – Accessible Ramp**

This item shall consist of constructing a Accessible Ramp as shown on the plans, in conformance with Sections 10, 19, 24 and 38, details T-50 thru T-79 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. Fibermesh shall be 100% virgin homopolymer polypropylene multifilament fibers containing no reprocessed olefin materials, ASTM C1116, Type 4.1.3., specifically engineered and manufactured for use as a concrete reinforcement at

the application rate of one lbs. per one cubic yard.

- C. 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.
- D. Grooves shall be as shown in Section 38, detail T-60 of the Standard Specifications.

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 the Accessible Ramp as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 17 – Truncated Domes**

This item shall consist of furnishing and installing Truncated Domes as shown on the plans in conformity with Standard Specifications and the plans.

- A. Truncated domes shall conform to Standard Specifications Details T-78 and T-79 and shall be installed at the locations as indicated on the plans.

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 doing all work involved in completing the Truncated Domes as shown on the plans, in conformance with the Standard Specifications and as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 18 - Concrete Curb and Gutter Type 2**

This item shall consist of constructing Curb and Gutter Type 2 as shown on the plans in conformance with Sections 10, 19, 24 and 38; detail T-11 of the Standard Specifications and these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "D", conforming to Section 10-5 of the Standard Specifications.
- B. 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 placed at 20' O.C., and score lines at 10' O.C.
- C. Reinforcement - Rebar shall be installed per plans and at intermediate grade, and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM designation A615) and shall conform to Sections 10-23 and Section 21 of the Standard Specifications.

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 the Curb and Gutter Type 2 as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 19 - Concrete Curb Type 3**

This item shall consist of constructing Curb Type 3 as shown on the plans in conformance with Sections 10, 19, 24 and 38; detail T-11 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. Fibermesh shall be 100% virgin homopolymer polypropylene multifilament fibers containing no reprocessed olefin materials, ASTM C1116, Type 4.1.3., specifically engineered and manufactured for use as a concrete reinforcement at the application rate of one lbs. per one cubic yard.
- C. Reinforcement shall conform to Section 21 of the Standard Specifications and as shown on the plans.
- D. 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 placed at 20' O.C., and score lines at 10' O.C.

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 the Curb Type 3 as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 20 – Parking Lot Striping**

This item shall consist of furnishing and placing Parking Lot Striping as shown on plans in conformance with current State of California, Cal Trans Standard Plans, dated July 1, 2002, and these Special Provisions. This item of the proposal shall include striping for parking spaces, lettering, handicapped symbols and other striping as required.

- A. Parking lot striping shall be a four inch (4") wide pavement stripe. Parking stall striping shall be white.
- B. The handicapped symbol shall conform to current State of California, Cal Trans Standard Plans, dated July 1, 2002, drawing no. RSP A90A. The blue color for the handicapped symbol shall be No. 1865-A9 as manufactured by the Bauer Company, or equal. The Contractor shall paint the International Symbol of Accessibility at the end of each handicapped parking space. Handicapped logos shall be white on blue background with white border.

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 the work involved in providing and completing Parking Lot Striping as shown on the plans, as specified in these Special Provisions and as directed by the Park Construction Inspector.

### **Item No. 21 - Curb Paint**

This item shall consist of furnishing and installing Curb Painting as shown on the Plans, in conformance with these Special Provisions and Standard Drawing T-160 of the Standard Specifications.

- A. Curb Painting shall consist of the contractor painting one coat of concrete primer and two coats paint on the curbs as shown on the layout plans and as shown on the Standard Drawing T-160.

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 Curb Painting as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 22 - 9" Concrete Mow Strip**

This item shall consist of constructing a 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 conform to Section 21 of the Standard Specifications and 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 placed at 20' O.C., and score lines at 10' O.C.

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 the 9" Concrete Mow Strip as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No 23 – Curb Stop**

This item shall consist of furnishing and placing Curb Stops in the parking lot as shown on the plans in conformance with these Special Provisions, the Standard Specifications, and the manufacturer's specifications.

- A. Curb Stops shall be per plans and installed per the manufacturer's instructions.
- B. Curb Stops Manufacture By Valori Precast or approved equal, Model #VP-6' parkingblocks. Phone: 909-350-3000, or e-mail orders@valoriprecast.com.

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

#### **Item No 24 - 6' Chain Link Fence**

This item shall consist of furnishing and installing 6' 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. Top Rail and Bottom Tension Wire shall be used. Top Rail 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.
- B. Tie Wires shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.
- C. Fabric shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- 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 C.E. 11 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 type II concrete conforming to Sections 10, 31 and Drawing T-90 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 6' Chain Link Fence as shown on the Plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No 25 – 4' Entry Gate**

This item shall consist of furnishing and installing a 4' Entry Gate as shown on the plan in conformance with Section 10-38 and 31 and Standard Drawing T-90 of the Standard Specifications and these Special Provisions.

- A. 4' Entry Gates shall be 6' tall by 4' wide with horizontal and vertical supports. Corners shall be jointed by heavy pressed steel fittings. Gate frame shall be equipped with adjustable truss assemblies and complete malleable iron hinges, catch, stops and center rest. Hinges shall permit the gate to swing back against fence 180 degrees as required. Gate latch shall conform to handicap accessibility standards. Fabric shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- B. Tie Wires shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.
- C. Fabric shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- 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. 3/8" Truss Rod and Turnbuckle shall be galvanized and installed as shown on Drawing C.E. 11 of the Standard Specifications.
- F. 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.
- G. Concrete Footings shall be Class D Portland cement type II concrete conforming to Sections 10, 31 and Drawing T-90 of the Standard Specifications. All post holes shall be dug by hand to avoid damaging existing utilities
- H. Fork Latch assembly shall be commercial grade and shall be able to accommodate a minimum of 3/8" pad lock shank.

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 4' Entry Gate as shown on the plan, as specified in these Special Provisions and as directed by the Inspector.

### **Item No 26 – Chain Link Maintenance Gate**

This item shall consist of furnishing and installing a Chain Link Maintenance Gate as shown on the plan in conformance with Section 10-38 and 31 and Standard Drawing T-90 of the Standard Specifications and these Special Provisions.

- I. Gates shall be two 6' tall by 5' wide with horizontal and vertical supports. Corners shall be jointed by heavy pressed steel fittings. Gate frame shall be equipped with adjustable truss assemblies and complete malleable iron hinges, catch, stops and center rest. Hinges shall permit the gate to swing back against fence 180 degrees as required. Gate latch shall conform to handicap accessibility standards. Fabric shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- J. Tie Wires shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.
- K. Fabric shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- L. 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.
- M. 3/8" Truss Rod and Turnbuckle shall be galvanized and installed as shown on Drawing C.E. 11 of the Standard Specifications.
- N. 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.
- O. Concrete Footings shall be Class D Portland cement type II concrete conforming to Sections 10, 31 and Drawing T-90 of the Standard Specifications. All post holes shall be dug by hand to avoid damaging existing utilities
- P. Drop Bolt – Shall be by Lecinox Model # VSFQFAL with adapter #6403 or approved equal and it is available through Hoover Fence Co. The Drop Bolt shall be installed as specified by the manufacture.
- Q. Fork Latch assembly shall be commercial grade and shall be able to accommodate a minimum of 3/8" pad lock shank.

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 Chain Link Maintenance Gate as shown on the plan, as specified in these Special Provisions and as directed by the Inspector.

### **Item No 27 - 6' Chain Link Fence with Slats**

This item shall consist of furnishing and installing 6' Chain Link Fence with Slats 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. Top Rail and Bottom Tension Wire shall be used. Top Rail 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.

- B. Tie Wires shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.
- C. Fabric shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- D. Slats shall consist of high density polyethylene privacy slats per inserted into the chain-link fabric and shall comply with ASTM F3000/F3000M-13. Slats shall be green.
- E. 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.
- F. 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.
- G. 3/8" Truss Rod and Turnbuckle shall be galvanized and installed as shown on Drawing C.E. 11 of the Standard Specifications.
- H. 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.
- I. Concrete Footings shall be Class D Portland cement type II concrete conforming to Sections 10, 31 and Drawing T-90 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 6' Chain Link Fence with Slats as shown on the Plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No 28 – Chain Link Maintenance Gate with Slats for Dumpster Enclosure**

This item shall consist of furnishing and installing a Chain Link Maintenance Gate with Slats for Dumpster Enclosure shown on the plan in conformance with Section 10-38 and 31 and Standard Drawing T-90 of the Standard Specifications and these Special Provisions.

- A. Gates shall be two 6' tall by 5' wide with horizontal and vertical supports. Corners shall be jointed by heavy pressed steel fittings. Gate frame shall be equipped with adjustable truss assemblies and complete malleable iron hinges, catch, stops and center rest. Hinges shall permit the gate to swing back against fence 180 degrees as required. Gate latch shall conform to handicap accessibility standards. Fabric shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- B. Tie Wires shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.

- C. Fabric shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- D. Slats shall consist of high density polyethylene privacy slats per inserted into the chain-link fabric and shall comply with ASTM F3000/F3000M-13. Slats shall be green.
- E. 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.
- F. 3/8" Truss Rod and Turnbuckle shall be galvanized and installed as shown on Drawing C.E. 11 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 type II concrete conforming to Sections 10, 31 and Drawing T-90 of the Standard Specifications. All post holes shall be dug by hand to avoid damaging existing utilities
- I. Drop Bolt – Shall be by Lecinox Model # VSFQFAL with adapter #6403 or approved equal and it is available through Hoover Fence Co. The Drop Bolt shall be installed as specified by the manufacture.
- J. Fork Latch assembly shall be commercial grade and shall be able to accommodate a minimum of 3/8" pad lock shank.

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 Chain Link Maintenance Gate with Slats for Dumpster Enclosure as shown on the plan, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 29 - Drinking Fountain**

This item consists of furnishing and installing an accessible Drinking Fountain with Jug Filler, & Pet Fountain as shown on the plans and in conformance with these Special Provisions.

- A. Drinking Fountain Assembly shall be MDF 440-SM SS with Jug Filler, & Pet Fountain or approved equal. Powder coated finish, color shall be Green.  
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 per potable water line specification.

- C. Two (2) Lead Free 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 shall consist of a Christy precast drain box model number V12BOX with welded grate mode number V12-71W or approved equal. The catch basis shall be installed as shown on the plans and drinking fountain detail.
- F. Drain Line shall be as specified in the item Drinking Fountain Sump.
- G. **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.
- H. Concrete Pad shall be paid for under "Concrete Flatwork to Install", of these Special Provisions. 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 with Jug Filler & Pet Fountain to install as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No. 30 - 6' Bench**

This item shall consist of furnishing and installing an 6' Bench as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Bench be six foot (6') long bench in the shape of a dog bone and shall be a special order by Outdoor Creations, Inc., Model # specified on plans, surface mounted or approved equal.
- B. Distributed by: Outdoor Creations Inc., (530) 337-6774, Contact Chad Smith.
- C. Concrete Pad shall be paid for under "Concrete Flatwork to Install", of these Special Provisions.

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 6' Bench to Install as shown on plans, as specified in these Special Provisions and as directed the Inspector.

**Item No. 31 - Trash Receptacle**

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

- A. Trash Receptacle by Sybertech Waster Reduction, Model Nillennium 3000 in – ground trash container or approved equal.  
Contact:
- B. 300 gallon capacity
- C. 8 feet tall and 30 inch diameter cylinder with water tight lid
- D. Sunk into ground 5' 1" for ease of use for both non-physically and physically challenged users.
- E. One piece polyethylene container .375" +/- wall thickness, using 1 shot roto-molding process with 100% Virgin Material ( zero regrind ) for maximum product strength and integrity. All trimming and cutting of components performed by CNC machine producing symmetrical smooth uniform finished product.
- F. Container has odor fire flange
- G. Self – closing counterweighted door with seal
- H. Support rack with .375" thick lifting platform and web straps for lifting 9 foot waste bag
- I. Uses 9 foot waste bag 6mm – 1 use only available in both black for trash and clear for recycling
- J. Recycled poly/steel skirt or stone finish available with stainless steel nuts and bolts
- K. Container has increased size of bottom flange underground to assist with holding one piece constructed container in ground, flange thickness 3"
- L. Containers are to have a double locking system to prevent vandalism. There must be two locations on the exterior for the customers, locks to be fastened.
- M. Stainless T handle for lid opening.

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 Trash Receptacle to Install as shown on plans, as specified in these Special Provisions and as directed the Inspector.

### **Item No. 32 – Dog Park Rules Signs**

This item shall consist of proving materials and installing (2) Dog Park Rules Signs as shown on the Plans in conformance with these Special Provisions.

- A. Dog Park Rule Signs shall be provided by the City, for installation by the contractor. The contractor will be responsible for installing two (2) dog park rules signs and shall be installed per the Landscape Architects direction.
- B. Sign clamps shall be consist of the contractor purchasing and installed metal 'S' hooks at each corner of the sign and attached the 'S' hooks and sign to the dog park chain link fence gate.

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 Park Rule Signs as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 33 – ADA Parking Lot Signs**

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

- A. ADA Signs shall be provided and installed by the contactor and shall be a R99 sign, as shown on Standard Drawing T-190, and shall comply with the Americans with Disabilities Act, Accessible parking space sign requirements.
- B. ADA Parking Lot Entrance sign shall provided by the City and installed by the Contractor, 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.
- C. Posts shall be standard weight galvanized steel, Schedule 40, 2" diameter size pipe with pipe cap.
- D. Sign clamps shall be two steel Single 2" ID U-Bracket Clamps as shown on Standards Specification Drawing T-270.
- E. 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.
- F. Stainless Steel Nuts & Bolts shall be vandal resistant bolts with the nuts tack welded on to reduce theft.

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 Signs as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 34 - Electrical System**

This item shall consist of furnishing, installing and testing the electrical and telephone systems, as shown on the plans in conformance with section 34 and 38 of the Standard Specifications and these Special Provisions.

- A. Concrete Pads shall be installed as shown on the plans in conformance with sections 10, 19, and 24 of the Standard Specifications and with these Specials Provision.
- B. Electrical Incidental Parts which are not shown on the plans or specified herein and which are necessary to complete the park lighting, electrical or telephone systems shall be furnished and installed as through such parts were shown on the plans or specified herein.
- C. Electronic Marker System shall conform to Section 10-54 of the Standard Specifications, except as amended by the following: no marker locators will be required by the Contractor. Contractor shall supply only enough markers for use in new electrical system. The markers shall be placed within the pull box cover of buried lawn area pull boxes. The marker shall be 3M EMS 4" Extended Range 5' Ball Marker – Power 1402-XR.
- D. Metered Service Pedestal shall be existing. The contractor shall expand the existing electrical system as shown on the plans.

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 completing the Electrical System as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### **Item No. 35 - Automatic Irrigation System**

This item shall consist of furnishing and installing an 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. Water Tap – Shall consist of the contractor exposing and tapping the existing irrigation mainline at or near the location shown on the plans.
- B. Irrigation Control Valves shall conform to Section 36-13 of the Standard Specifications. Irrigation 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 manufactured by Nibco, Model number specified on the plans or approved equal. Gate valves 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. Electrical shall be modified to supply power from the existing irrigation controller to the new irrigation controller.
- 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.
- 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. **Four (4) 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 80 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. 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.
- P. Preconstruction Test of Existing Irrigation System—City and Contractor shall perform a preconstruction irrigation test prior to the start of construction. During the test all existing remote control valves shall be turned on with the irrigation controller (manually operation is not permitted). The following irrigation items shall be marked with flags and marking paint: valves, quick couplers, working heads marked blue and broken head marker yellow. All existing broken heads shall be repaired by the City unless specified as an item on the project plans or specifications.
- Q. Existing Mainline and electrical conduits it's the contractor's responsibility to located the irrigation mainline and electrical conduits with a locator prior to the start of construction. If the City has a 'Record Drawing' plan a copy will be supplied to the contractor but City can't guarantee the accuracy of the 'Record Drawing'.

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 the Automatic Irrigation System as shown on the plans, as specified in Section 36-25 of the Standard Specifications, in these Special Provisions and as directed by the Inspector.

### **Item No. 36 - Central Control System**

This item shall consist of furnishing and installing a Central Control System as shown on the plans in conformance with Section 34 of the Standard Specifications and these Special Provisions.

#### **A. General**

- 1. All materials furnished and installed shall be new and shall conform to the Standard Specifications for Public Works construction, current addition, as adopted by the City.

2. Mandatory pre-construction meetings are required for all City of Sacramento parks projects. The contractor shall organize and conduct an on-site, pre-construction meeting with a representative from John Deere Green Tech (equipment supplier), Gonzalo Albor, the City's Irrigation Specialist, the Landscape Architect and the Inspector prior to the construction of any irrigation equipment improvements.

John Deere Green Tech representative is Jim Weller, phone number is 925-451-1610, Fax 949-455-7492, and e-mail: [jweller@johndeeregreentech.com](mailto:jweller@johndeeregreentech.com)

3. All materials except interconnect conductors shall have a five year limited warranty. The contractor shall submit proof of warranty to the City inspector prior to the start of the maintenance period. It shall be the contractor's responsibility to obtain the necessary warranty inspections and certification from Green Tech. No installation will be accepted without proof of warranty.
4. All existing and new computerized irrigation control system components shown on the plans shall be fully operational at final acceptance.
5. All incidental parts which are not shown on the plans or specified herein and are necessary to complete or modify the existing system shall be furnished and installed as though such parts were shown on plans or specifications. All systems shall be in satisfactory operation at the time of completion.
6. Existing interconnect systems shall be maintained in effective operation by the contractor for the duration of the work. The contractor shall notify the City inspector 48 hours prior to performing any work on an existing system.

B. Product

1. Conduit
  - a. All central control system interconnect conduit and fittings shall be PVC schedule 40 1 inch in size, unless otherwise noted.
2. Conductor
  - a. Communication Cable as required from the submaster satellite assembly to the other satellite assemblies on line shall be a 4 conductor shielded cable (part # EV-CAB-COM). Communication cable may be used to link satellites up to 5,000 feet in length from each other. Cable shall be installed in a 1-inch PVC schedule 40 conduit.
  - b. Flow Sensor Wire is existing on site.

- c. Conductors shall be the same type and size shown on the drawings as required for proper operation of the system.
3. Wire Splices
- a. Conductors shall be installed with **NO UNDERGROUND** splices unless absolutely necessary and unavoidable. Any and all underground splices that are required to be made, must be approved by the City inspector and shall be placed in a suitable type 14 inch by 19 inch valve box for easy access.
  - b. Wire Splices on the communication or sensor cable shall be made with a splice kit (part # 3MDBR/Y-6).
4. Pull Boxes shall be fabricated from a durable plastic material resistant to weather, sunlight, and chemical action of soil. Pull boxes shall be a minimum size of 20 inches in length, 15.25 inches in width and 12 inches in height. In paved areas, the pull box shall be a concrete type with a cast iron lid.
5. Ground Rod
- a. A 5/8-inch by 8-foot ground rod, clamp and 8 gauge copper wire shall be provided at every satellite location. It shall be installed a minimum of 8 feet from the enclosure in a 10 inch round valve box. The valve box shall be installed flush to grade.
  - b. All central control system equipment shall grounded to conform to requirements of the National Electric Code, current edition as adopted by the City and the manufacturer specifications. No solder connections will be allowed. Resistance to ground shall be no more than 25 ohms.
6. Satellite Assembly
- a. The number and location of the satellites shall be as shown on the drawings and shall be as manufactured by Rain Master
  - b. All satellites shall be pre-assembled (satellite assembly) by Green Tech in a "Strongbox" stainless steel weatherproof, vandal resistant, lockable enclosure manufactured by V.I.T. Products.
  - c. The satellite assembly (part # SA6 series) shall consist of a stainless steel slant top enclosure, stainless steel removable backboard and two sideboards, interconnect terminal strips, primary power voltage surge arrester, on/off switch, a ground fault interrupt circuit, ground rod, wire and clamp.

- d. The satellite assembly (part # SA6-RM4-TW / RHG series) shall include a radio communication circuit board for communicating with the central computer by means of a data radio. See 2.6.8 below for radio antenna selection.
- e. All outdoor controller requires a fan (part # FAN). Controller may require a radio flat antenna (part # RFL) to be designated by the City.
- f. The satellite assembly, (**part # SA6-RM-TW/ RFL Series**) shall include a radio communication circuit board for communicating and high gain antenna assembly which is interconnected to the new clock assembly with a hard wire (**part # EV-CAB-COM**).
- g. The satellite assembly (SA6-RM-TW / RFL series) shall include a radio and high gain antenna assembly (part # RHG) for non line of sight. For proper antenna selection, contact Green Tech at (888) 438-7435
- h. The satellite assembly shall be covered by a five year limited warranty.

### Execution of Work

- 1. Interconnect Conduit
  - a. The interconnect conduit shall be located within the public right-of-way whenever possible. If the conduit is installed outside of the public right a way, an easement shall be provided to the City prior to installation.
  - b. Conduit runs shall be installed as shown in the approved plans. The Inspector prior to installation shall approve any changes.
  - c. The ends of the conduits, whether shop or field cut shall be reamed to removed burrs and rough edges. Cuts shall be made square and true.
  - d. The ends of the conduit shall be capped until the pulling of wiring is started.
  - e. Conduit bends, except factory bends, shall have radii of not less than six times the inside diameter of the conduit.
  - f. Conduit shall be installed at a depth not less than 18 inches below finished grade.
  - g. Conduit shall be free of soil and debris.
  - h. Nylon or polypropylene pull ropes with a minimum tensile strength of 500 pounds shall be installed in all conduits, which are to

receive future, interconnect cable. At least 2 feet of pull rope shall be extended beyond each end of the conduit run and secured.

2. Interconnect Conductors

- a. All interconnect conductors shall be pulled by hand.
- b. A total of 3 feet of cable shall be left at each satellite assembly and pull box. Sufficient slack shall be left to allow the wire to extend 18 inches above the top of the pull box grade.
- c. The interconnect wire shall be continuous from satellite to satellite. All splices shall occur within the satellite enclosure unless specifically authorized by the City Inspector. Splices shall be capable of satisfactory operation under continuous submersion in the water.

3. Pull Boxes

- a. Pull boxes shall be installed at intervals not to exceed two hundred feet and at all changes in direction and where the conduit crosses a roadway, bridge or railroad track (with a 36-inch loop inside the box).
- b. Pull boxes shall be installed in area to be landscaped whenever possible.
- c. The bottom of the pull box shall be bedded in crushed rock six inches deep prior to installation of the interconnect cable.

*Equipment Supplier Support*

1. Review system and plans.
2. Conduct one pre-construction meeting on site, for the contractor and owners' representative.
3. Hook-up communication and flow sensor cable inside the assembly.
4. Test to verify proper grounding.
5. Field test for proper operation of the assembly components.
6. Communication cable continuity and resistance test.
7. Calibration of assembly flow sensing components (if applicable).
8. Verify equipment conforms to and is installed in accordance with Green Tech and Manufacturers specifications and recommendations.

9. Perform functional communication test of satellite system to existing (City) computer.
10. Provide written certification letter. The contractor is required to provide the Landscape Architect with a written certification letter by Green Tech, at final acceptance.

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 the Central Control System as shown on the plans, as specified in Section 36-25 of the Standard Specifications, in these Special Provisions and as directed by the Inspector.

### **Item No. 37 – Landscape Mulch to Install**

This item shall consist of furnishing, preparing and planting Landscape Mulch to Install in conformance with Sections 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Landscape Mulch and Weed Control shall conform to Section 35-6 of the Standard Specifications.
  1. Mulch shall conform to the applicable paragraphs of Section 35-6. Mulch shall be evenly spread in all shrub and groundcover areas to a three-inch (3") finished depth at the time of acceptance by the City. Mulch shall be large walk on bark mulch, one-inch (1") minimum to four-inch (4") Maximum in length or Douglas Fir Walk on bark. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.
  2. Landscape Fabric shall be Fabriscape Professional Landscape Fabric, 3 ounce Spunbond or an approved equal. Tensile Strength shall be 130 lbs and shall conform to ASTM D-4632. Elongation at break shall be less than 70% and conform to ASTM D-4632 and Puncture Strength shall be a minimum of 35 lbs and conform to ASTM D-4751. The Coefficient of Permeability shall be  $4 \times 10^{-2}$  cm / second and conform to ASTM D-4491. The landscape fabric shall be secured to the prepared subgrade with 4" mulch. Installation of the landscape fabric shall be installed to cover all of the shrub and ground cover areas. The landscape fabric shall be installed as one piece and installation of landscape fabric shall not have pieces smaller than 3' x 3' square unless approved by the construction inspector. The landscape fabric shall only have holes no greater than the root ball diameter of the plant material. No landscape fabric shall be exposed upon final acceptance by the City of Sacramento.
  3. Staples or Fasteners – Landscape fabric shall be held in place by the use of staples or fasteners along all corners and seams at approximately 10' O.C. or closer as required to hold Landscape fabric in place. No staples or fasteners shall be placed within the shrub or groundcover root ball.

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

**Item No. 38 - Trees**

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 lodgepole 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 and shrub areas.

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 the Trees as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No 39 - Shrub and Groundcover Areas**

This item shall consist of furnishing, preparing and planting Shrub and Groundcover Areas 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 Shrub and Groundcover areas adjacent to paved areas shall be graded so that after settlement, the soil will be three inches (3") below the top of the adjacent paving or curb.

- A. Weed Control shall conform 'Landscape Mulch to Install'.
- C. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.

1. Soil Conditioner/Fertilizer Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. 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 Landscape Architect.

- D. Planting Materials shall conform to Section 10-43 and 35-8 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 completing the Shrub and Groundcover Areas as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 40 - 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 four inches (4"). Finish grade of all planting areas shall be reviewed and approved by the Landscape Architect 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.

- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- C. Soil Preparation Materials shall conform to Sections 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.
  - 1. Soil Conditioner/Fertilizer Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.
- D. Turf Hydroseeding shall conform to Section 10-42, and applicable paragraphs of Section 35-10 of the Standard Specifications and these Special Provisions.

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 the Turf Hydroseeding as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 41 - Non-Irrigated Native Grass/Wildflower Hydroseeding**

This item shall consist of furnishing materials, preparing and hydroseeding native grass and wildflower areas as shown on the plans and in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Non-Irrigation Native Grass/ Wildflower Hydroseeding shall be installed only in the area disturbed by the contractor and not developed as a part of this project.

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 Non-Irrigated Native Grass and Wildflower Hydroseeding as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 42 - Landscape Maintenance (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 completing the Landscape Maintenance (90 days) as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

### III. ADDITIVE ALTERNATE BID ITEMS

#### Item No. A1 - Parking Lot Expansion

This item shall consist of furnishing and installing the Parking Lot Expansion as shown on plans in conformance with the Standard Specifications and these Special Provisions and Standard Specifications.

- A. Site Clearing and Grubbing shall be per Item No. 1 and expanded to this area as shown on the plans.
- B. Site Staking shall include site staking for the new parking lot expansion as shown on the plans and per specification Item No. 2 – Site Staking.
- C. Site Grading shall include the area within the parking lot expansion and shall be per specification Item No. 6 – Site Grading.
- D. Square Landscape Drain Inlet shall include area indicated on the plans and within the new parking lot expansion as shown on the plans and per specification Item No.7 - Square Landscape Drain Inlet.
- E. Existing Drain Inlet to Adjust shall include area indicated on the plans and within the new parking lot expansion as shown on the plans and per specification Item No.8 – Existing Drain Inlet to Adjust.
- F. 6" PVC Gravity Drain Pipe shall include area indicated on the plans and within the new parking lot expansion as shown on the plans and per specification Item No. 9 - 6" PVC Gravity Drain Pipe.
- G. 8" PVC Gravity Drain Pipe shall include area indicated on the plans and within the new parking lot expansion as shown on the plans and per specification Item No.9 - 6" PVC Gravity Drain Pipe.
- H. Aggregate Base shall include installation of aggregate base within the parking lot expansion as shown on the plans and shall be installed per specification Item No. 13 – Aggregate Base and per plans.
- I. Asphaltic Concrete shall include installation of asphaltic concrete pavement with the parking lot expansion as shown on the plans and shall be installed per specification Item No. 14 – Asphaltic Concrete and per the plans.
- J. Curb Type 3 shall consist of installation of curb type 3 within the parking lot expansion as shown on the plans and shall be installed per specification Item No. 19 – Curb Type 3 and per plans.

- K. Curb Type 3 Credit this item consist of the contractor providing a credit for this specification item for the Curb Type 3 within the parking lot expansion which would have been installed at the location shown on the plans and if this additive alternate item was not awarded.
- L. Curb Type 2 shall consist of installation of curb type 3 within the parking lot expansion as shown on the plans and shall be installed per specification Item No. 18 – Curb Type 2 and per plans.
- M. Parking Lot Striping shall consist of installation of parking lot within the parking lot expansion and shall be installed per specification Item No. 20 – Parking Lot Striping Specifications and per plans.
- N. Curb Paint shall be installed per specification Item No. 21 – Curb Paint Specifications and per plans for the area within the parking lot expansion.
- O. Automatic Irrigation System shall be installed per specification Item No. 35 – Automatic Irrigation System and per plans for the area within the parking lot expansion.
- P. Landscape Mulch shall be installed per specification Item No. 37 – Landscape Mulch to Install and per plans for the area within the parking lot expansion.
- Q. Tree Plantings shall be installed per specification Item No. 38 – Trees and per plans for the area within the parking lot expansion.
- R. Landscape Maintenance shall be installed per specification Item No. 42 – Landscape Maintenance (90 Days) and per plans for the area within the parking lot expansion.

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 the work involved in providing and completing the Parking Lot Expansion as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No. A2 – Dog Park Obstacle Equipment**

This item shall consist of furnishing and installing Six (6) Dog Park Obstacle Equipment within the bark mulch area as shown on the plans and in conformance with these Special Provisions and the manufacturer's specifications and details.

- A. Dog Park Obstacle Equipment shall be by Dog-Gone-It-Parks, in-ground mounted or approved equal. The contractor shall install the equipment as specified by the manufactures.

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- B. Concrete Footings shall be installed as specified by the manufacturer and shall be Type II Class “D” Portland cement Concrete, conforming to Section 10 of the Standard Specifications.

- C. Finish shall conform to the following. All exposed surfaces shall be finished to true lines and grades as shown on the plans. The final surface shall have a 4" layer of bark mulch as specified in "Mulch to Install"
- D. Relative Compaction shall be 95%.
- E. **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 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 Dog Park Obstacle Equipment to install as shown on plans, as specified in these Special Provisions and as directed by the Inspector.