

Meeting Date: 11/13/2014

Report Type: Consent

Report ID: 2014-00767

Title: Contract: Police Department Security Fence Improvements (G11010800)

Location: 300 Richards Boulevard, District 2; 3550 Marysville Boulevard, District 3; 5303 Franklin Boulevard, District 5

Recommendation: Pass a Motion: 1) approving the construction plans and specifications, and awarding a construction contract to S&S Fence Co., Inc., the lowest responsive and responsible bidder, in an amount not to exceed \$148,190 for the Police Department Security Fence Improvements Project; and 2) authorizing the City Manager or the City Manager's designee to execute the contract specified above.

Contact: Kirk Thompson, Associate Architect, (916) 808-8431; Yadi Kavakebi, Facilities & Real Property Superintendent (916) 808-8432, Department of General Services

Presenter: None

Department: General Services

Division: Architecture & Engineering

Dept ID: 13001541

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form

Kourtney Burdick

10/30/2014 10:51:06 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 10/23/2014 8:41:37 AM

Description/Analysis

Issue Detail: In response to several incidents where subjects were caught trespassing in the Police Department's secured parking lots, police personnel performed a Crime Prevention through Environmental Design (CPTED) evaluation of the police facilities located at 300 Richards Boulevard, 3550 Marysville Boulevard, and 5303 Franklin Boulevard. This evaluation revealed that improving the perimeter fence at each facility by increasing the height and changing the design will help deter persons from climbing the fences and trespassing on City property. The existing fence type varies at each of these facilities so the planned improvements will also vary. Improvements will include attaching a wrought iron assembly to the interior face of some of the existing fences, attaching wrought iron spikes at the top of existing masonry block fencing, and attaching barb wire to existing chain link fencing. A formal bid process was completed on September 17, 2014, and S&S Fence Co., Inc. was selected as the lowest responsive and responsible bidder.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.60 regarding contracts for public projects.

Economic Impacts: The recommended contract is expected to create 0.6 jobs (0.3 direct jobs and 0.3 jobs through indirect and induced activities) and create \$91,498 in total economic output (\$57,672 of direct output and another \$33,826 of output in indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool 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:

California Environmental Quality Act (CEQA): In accordance with Section 15301 of the CEQA Guidelines, no environmental review is necessary because the recommendations in this report involve the minor alteration of existing structures without an expansion of use beyond the previously existing level of use.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: Improving the existing perimeter fence of the Police Department facilities located at 300 Richards Boulevard, 3550 Marysville Boulevard, and 5303 Franklin Boulevard is necessary to deter trespassing and provide secure operations. On August 13, 2014 the Department of General Services issued Invitation for Bid (IFB) No. B15131541001 for a construction contract to improve the security fencing. Two bids were received and S&S Fence Co., Inc. was selected as the lowest responsive and responsible bidder.

Staff's estimated construction cost, which was based on preliminary design assumptions, was \$105,000. During the pre-bid walk through the prospective bidders identified custom fabrication work that is required, which was not included in staff's estimated construction cost. Amending the bid to include the required custom fabrication work resulted in a contract amount that is higher than staff's estimate. The bid results are provided in the following table.

Company	Bid Amount	LBE %
S&S Fence Company	\$148,190	100
Crusader Fencing	\$271,618	0

Financial Considerations: Sufficient funding is available in the Citizens' Option for Public Safety project budget (G11010800, Operating Grants Fund, Fund 2702) to award the construction contract to S &S Fence Co., Inc. in an amount not to exceed \$148,190.

Local Business Enterprise (LBE): S&S Fence Co., Inc. has satisfied the LBE requirements.



Requires Council Approval: No YES Meeting: 11-13-14

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Public Project Formal Bid-Construction	PO Type:	Attachment: Original No.:
\$ Not to Exceed: \$ 148,190.00		Original Doc Number:
Other Party: S & S FENCE CO., INC.		Certified Copies of Document::
Project Name: Fence Corrections at Three City Facilities		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: 2297886	Bid Transaction #: B15131541001	LBE: 5%

Department Information

Department: **General Services** Division: **A&E**
 Project Mgr: **KIRK THOMPSON** Supervisor: **YADI KAVAKEBI**
 Contract Services: **Tim Hopper** Date: **8-13-14** Division Mgr: **DON TUCKER**
 PM Phone Number: **808-8431** Org Number: **13001541**

Comment:

Review and Signature Routing

Department	Signature/Initial	Date
Project Mgr:		
Contract Services:	<i>[Signature]</i>	9-23-14
Supervisor:		
Division Manager:		

City Attorney	Signature or Initial	Date
City Attorney:	<i>[Signature]</i>	10/21/14

Call Tim Hopper x8173 Notify for Pick Up

Authorization	Signature	Date
Schwartz, Reina Department Director:		
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
Initial: _____
Date: _____

Imaged:
Initial: _____
Date: _____

Received:
(City Clerk Stamp Here)



DEPARTMENT OF
GENERAL SERVICES

CITY OF SACRAMENTO
CALIFORNIA

5730 24TH Street, Bldg. 1
SACRAMENTO, CA 95822

PH 916-808-8173
FX 916-808-5747

B15131541001

**CONTRACT SPECIFICATIONS
FOR
FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)
(PROJECT NUMBER 2297886)**

Plans Attached

For Pre-Bid Information Call:
KIRK THOMPSON, Project Manager
(916) 808-8431

Bids to be received before
2:00 PM, Wednesday,
SEPTEMBER 3, 2014
**New City Hall-Clerk's Office
Public Counter, 5th Floor
915 I Street
Sacramento, CA 95814**

Estimated Construction Cost: \$105,000

Construction Time: 30 WORKING Days

SITE PRE-BID MEETING:

AUGUST 25 AT 9:00 AM

5303 FRANKLIN BLVD., SACRAMENTO, CA

Meeting is not mandatory but highly recommended

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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.	United States Postal Service (USPS) - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk's Office <i>P.O. Box 122391</i> Sacramento, CA 95812-2391
2.	<u>Expedited Services – Receiving Hours are 8am to Noon Monday through Friday</u> - FedEx - UPS - DHL	Sacramento City Clerk's Office <i>915 I Street, 5TH FLOOR</i> Sacramento, CA 95814-2604
3.	Personal Delivery - Hand Delivery - Courier	Sacramento City Clerk's Office <i>New City Hall</i> <i>915 I Street, 5TH FLOOR</i> Sacramento, CA 95814

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the **City Clerk's Public Counter, New City Hall, 5th Floor**, located at 915 I Street between 9th and 10th Streets, up to the hour of 2:00 PM on **SEPTEMBER 3, 2014** and will be opened as soon thereafter as business allows, in the Council Chambers, City Hall for:

FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)

as set forth in the Contract Documents.

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

FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)

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

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

Phone: (916) 808-8173/ Fax: (916) 808-8266/ Email: thopper@cityofsacramento.org

Failure to submit the required LBE information may be grounds for finding the bid non-responsive.

CERTIFICATION STATEMENTS ARE TO INCLUDE:

1. A PHYSICAL ADDRESS FOR THE BUSINESS OFFICE OR WORKSPACE;
2. A CURRENT COPY OF THE CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE (BOT) OR COUNTY OF SACRAMENTO BUSINESS LICENSE as stated in the Local Business Enterprise (LBE) Participation Requirements.

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 Labor Compliance Officer at (916) 808-4011.

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, 1st Floor, Sacramento, CA 95814.

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

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov

h:\documents\contract mgmt\police dept fencing corrections_8-8-14_planet bids\09- 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**

S & S Fence Co., Inc.
Name of Contractor

7448 Reese Road, Sacramento, Ca 95828
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

9/17/14
Date

Gary Siewert
Print Name

Vice 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.

B15131541001

BID PROPOSAL FORMS

PLEASE REMOVE AND

COMPLETE

THE FOLLOWING DOCUMENTS

AND

SUBMIT AS

THE BID PROPOSAL

PACKAGE

ADDENDUM 3

**FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)
(PROJECT NUMBER 2297886)**

September 5, 2014

B15131541001

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Invitation for Bid 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 Invitation for 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, in the proposal response submitted; or
- (b) By separate letter which includes a reference to the Invitation for Bid and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received by the City Clerk Office at 915 I Street, Sacramento, CA 95814, prior to the hour and date specified in the Request for Proposal, **may result in rejection of your offer.** If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Invitation for Bid number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact me at thopper@cityofsacramento.org or at 916.808.8173 for contractual questions. For technical questions contact the project manager, Kirk Thompson, at khompson@cityofsacramento.org or at 916.808-8431.

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist

Bid Number: **B15131541001**

ADDENDUM 3 DATE: SEPTEMBER 5, 2014

FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)
(PROJECT NUMBER 2297886)

Item #1 – THE BID DUE DATE HAS BEEN MOVED TO 2:00 PM, SEPTEMBER 17, 2014

Item #2- THE CONSTRUCTION TIME HAS BEEN CHANGED TO SIXTY (60) WORKING DAYS

This addendum is issued in conformance with the original specifications.
Unchanged portions of the special provisions remain in effect.

ADDENDUM 2

**FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)
(PROJECT NUMBER 2297886)**

September 4, 2014

B15131541001

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the Invitation for Bid 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 Invitation for 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, in the proposal response submitted; or
- (b) By separate letter which includes a reference to the Invitation for Bid and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received by the City Clerk Office at 915 I Street, Sacramento, CA 95814, prior to the hour and date specified in the Request for Proposal, **may result in rejection of your offer.** If by virtue of this addendum you decide to change a proposal already submitted, such change may be made by letter, provided such letter makes reference to the Invitation for Bid number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact me at thopper@cityofsacramento.org or at 916.808.8173 for contractual questions. For technical questions contact the project manager, Kirk Thompson, at khompson@cityofsacramento.org or at 916.808-8431.

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist

CONTRACTOR NAME: _____

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

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

**FENCE CORRECTIONS AT THREE CITY FACILITIES
 (300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)**

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.	Install fence extensions on top of existing fence / wall @ Franklin, Marysville & Richards locations	_____	LS	\$ LUMP SUM	\$ _____
2.	Richards Facility: Remove (e) chain link & install 7' high fence/gate along Sequoia Pacific Blvd	_____	LS	\$ LUMP SUM	\$ _____
3.	Install 3 strand barbed wire on top of (e) chain link fence @ Richards	_____	LS	\$ LUMP SUM	\$ _____
				BASE BID SUBTOTAL	\$ _____
4.	Add alternate: Install fence extension along the top of block wall at Marysville Blvd				\$ _____

(F) – denotes final pay quantity

CONTRACTOR NAME: _____ **TOTAL \$** _____

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice

of award of Agreement, and to begin work within fifteen (15) days after the Notice to Proceed by the City.

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

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

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

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

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents. The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

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

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

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

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

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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)

(Print or Type)

Title _____

Address _____

Telephone No. _____

Fax No. _____

EMAIL ADDRESS _____

Date _____

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. _____ Type _____

Expiration Date _____

Tax I.D. Nos.- Fed. _____ State _____

City of Sacramento Business Operation Tax Certificate No. _____

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

CITY OF SACRAMENTO
 Department of General Services
 Facilities & Real Property Management

SCHEDULE OF VALUES
ADDENDUM 2_9-4-14

Remit To: Kirk Thompson
 Department of General Services
 Facilities & Real Property Management
 5730 24th Street, Bldg 4
 Sacramento, CA 95822

PROJECT NAME: Fence Corrections @ Three City Facilities

CITY PROJ. NO:WO 2297886

CONTRACTOR: _____

Payment No. _____

FUNDING: XXXX

ADDRESS: _____

Work Performed Thru _____

PHONE NO: _____

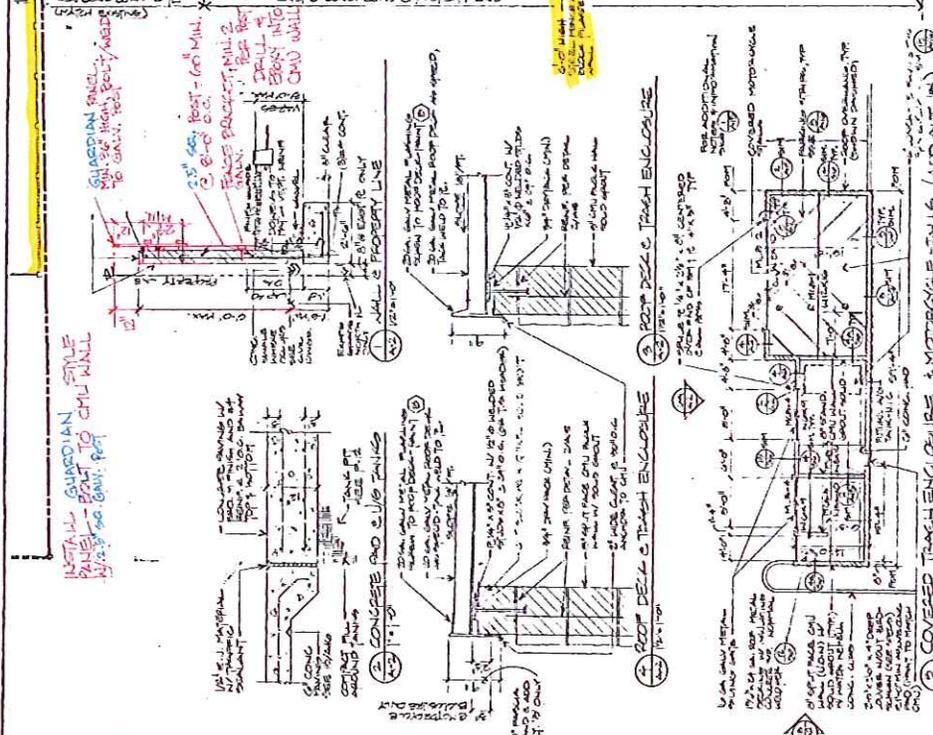
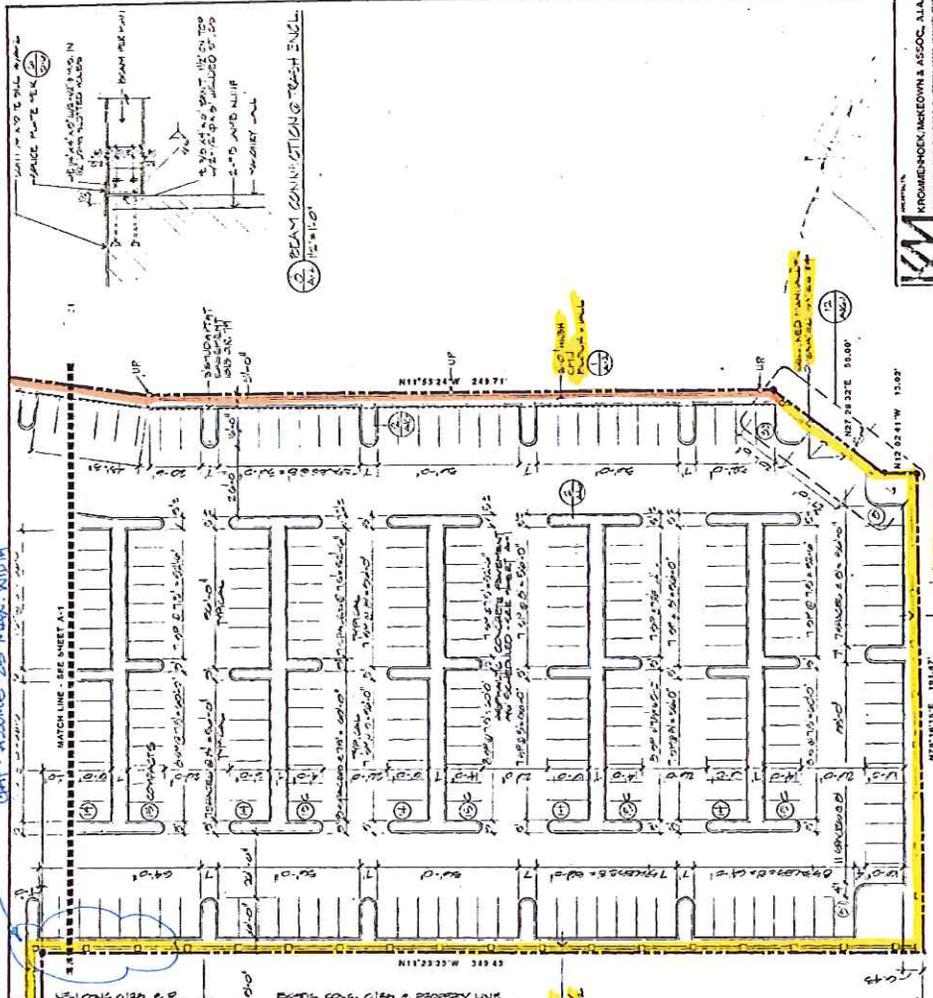
Date Payment Submitted _____

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	
1	Install fence extensions on top of existing fence / wall @ Franklin, Marysville & Richards locations	1	LS							
2	Richards Facility: Remove (e) chain link & install 7' high fence/gate along Sequoia Pacific Blvd	1	LS							
3	Install 3 strand barbed wire on top of (e) chain link fence @ Richards	1	LS							
4	Add alternate: Install fence extension along the top of block wall at Marysville Blvd	1	LS							

(6) ADD BOTTOM RAIL TO FILL GAP. ASSUME 2" MAX. WIDTH



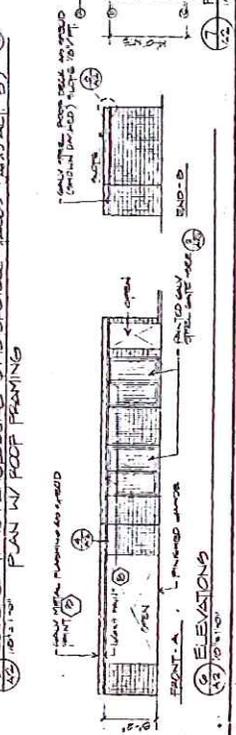
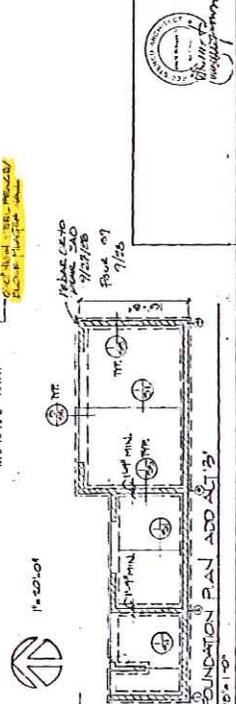
KRM
 KROMBEHOCK, MAKEY & ASSOC., A.I.A.
 ARCHITECTS
 1415 BROADWAY, SUITE 100, SACRAMENTO, CALIFORNIA 95811
 TEL: 916/441-1111 FAX: 916/441-1112

POLICE STATION NO. 1
 SACRAMENTO POLICE DEPARTMENT
 SACRAMENTO, CALIFORNIA

CITY OF SACRAMENTO
 DEPARTMENT OF GENERAL SERVICES
 FACILITY MANAGEMENT DIVISION

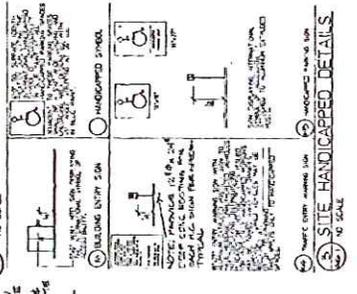
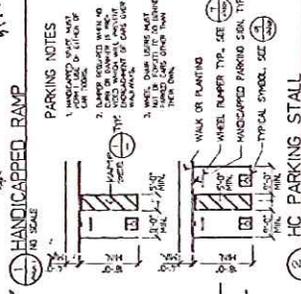
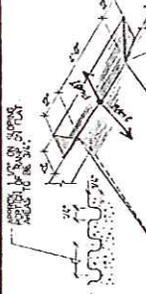
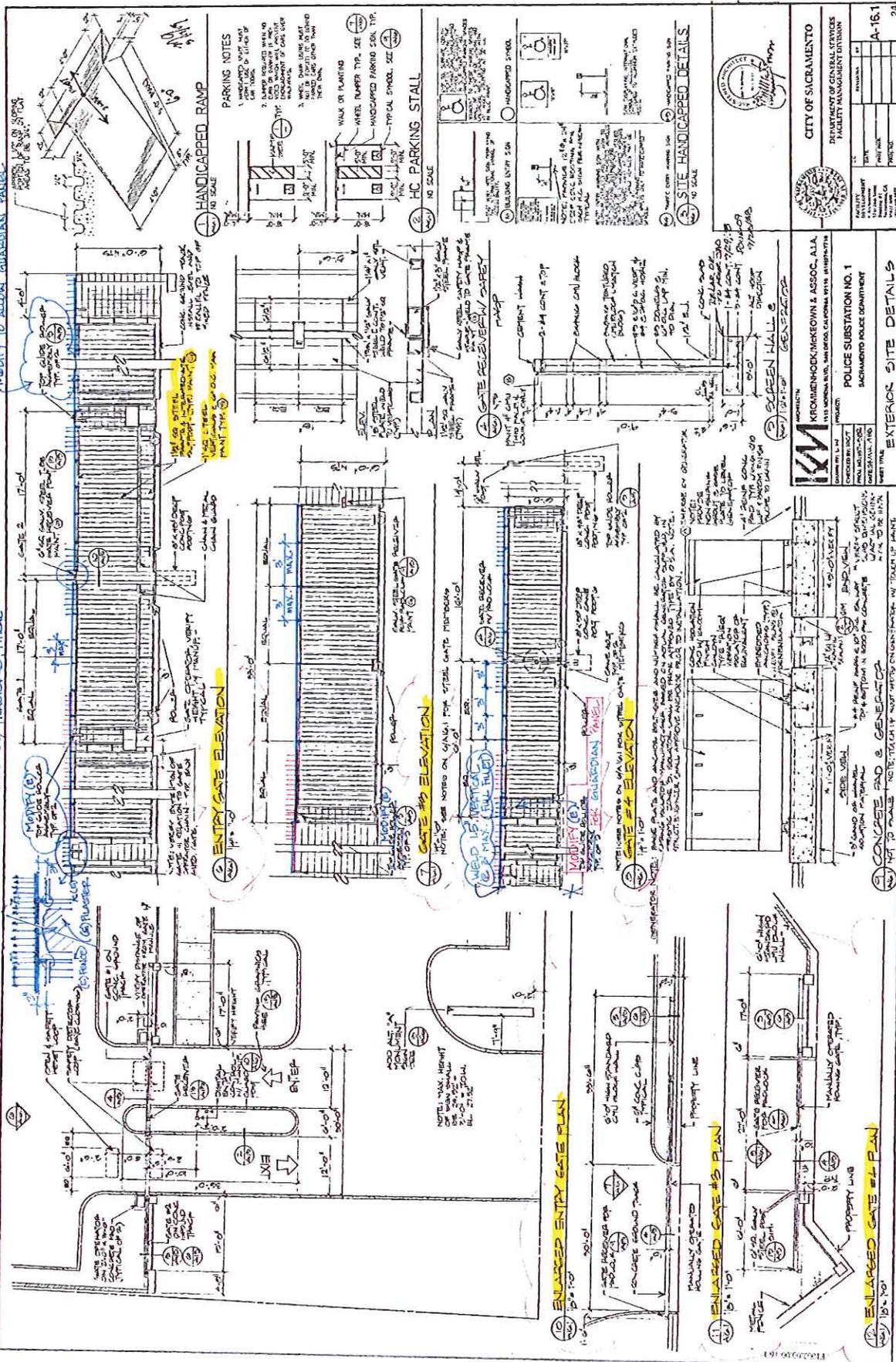
PROJECT NO.	DATE
REVISION NO.	DATE
BY	DATE
CHECKED	DATE
APPROVED	DATE

FOUNDATION PLAN ADD A-1'S



WELD 1/2" SQ. TUBE ON PLASTERS-TYPICAL

MODIFY TO ALLOW GUARDRAIL PANEL



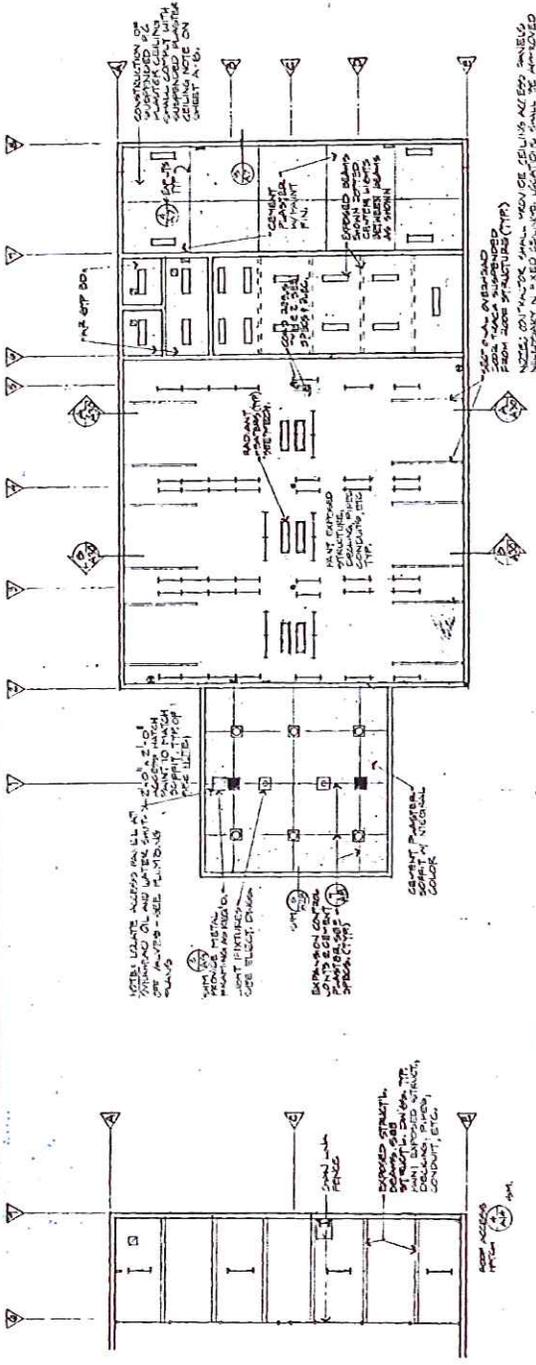
CITY OF SACRAMENTO	
DEPARTMENT OF GENERAL SERVICES	
FACILITY MANAGEMENT DIVISION	
PROJECT	
DATE	
SCALE	
NO.	A-16.1
DATE	
BY	
CHECKED BY	
DATE	
SCALE	
NO.	

KM
KROMBEHORN, KROEMER & ASSOC., A.I.A.
1115 VICTORIA BLVD., SACRAMENTO, CALIFORNIA 95819
PROJECT: SACRAMENTO POLICE DEPARTMENT
SACRAMENTO POLICE DEPARTMENT
SACRAMENTO, CALIFORNIA
DATE: 11/15/10
SCALE: AS SHOWN

EXTERIOR SITE DETAILS

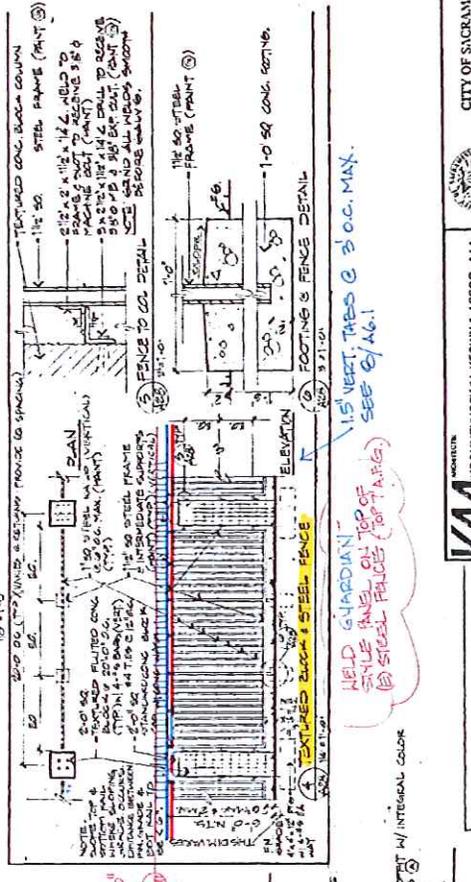
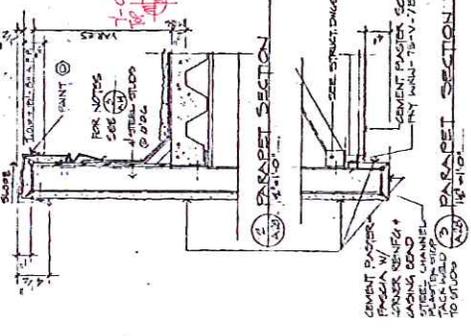
A-16

- SYMBOL LIST**
- ☐ LIGHT FIXTURE, RECESSED
 - ☐ RETURN AIR REGISTER
 - ☐ ACCESS DOOR
 - ☐ LIGHT FIXTURE SURFACE MOUNTED
 - ☐ BUT 2.6N



REFLECTED CEILING PLAN STORAGE OFF.

REFLECTED CEILING PLAN (GARAGE)



		CITY OF SACRAMENTO DEPARTMENT OF GENERAL SERVICES FACILITY MANAGEMENT DIVISION	
	KPM KPM MOOREN KPM MOOREN & ASSOC., A.L.A. 4115 UNIVERSITY BLVD., SUITE 2000, COLLEAVILLE, CALIFORNIA 95718 (916) 279-7710	PROJECT: POLICE SUBSTATION NO. 1 SACRAMENTO POLICE DEPARTMENT	SHEET NO.: A-28
DRAWING NO.: 2000-0000-0000		SHEET TITLE: GARAGE REFLECTED CEILING PLAN	

SITE GENERAL NOTES

1. THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY. IT IS NOT TO BE USED AS A BASIS FOR ANY DESIGN OR CONSTRUCTION WITHOUT THE CONSULTATION OF THE ARCHITECT.
2. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
3. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
4. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
5. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
6. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
7. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
8. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
9. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
10. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
11. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
12. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
13. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
14. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
15. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
16. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
17. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
18. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
19. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.
20. VERIFY TO THE ARCHITECT THE EXISTING CONDITIONS AND UTILITIES BEFORE COMMENCING ANY WORK.

ALLOWABLE AREA CALCULATION (SEE SHEET 010)

USE	AREA	ALLOWABLE	ACTUAL
OFFICE	10,000	10,000	10,000
RETAIL	5,000	5,000	5,000
RESTAURANT	2,000	2,000	2,000
STORAGE	1,000	1,000	1,000
MECHANICAL	500	500	500
LANDSCAPE	10,000	10,000	10,000
TOTAL	28,500	28,500	28,500

REVISIONS
 PLAN SHEET DEDICATED TO APRIL 1990

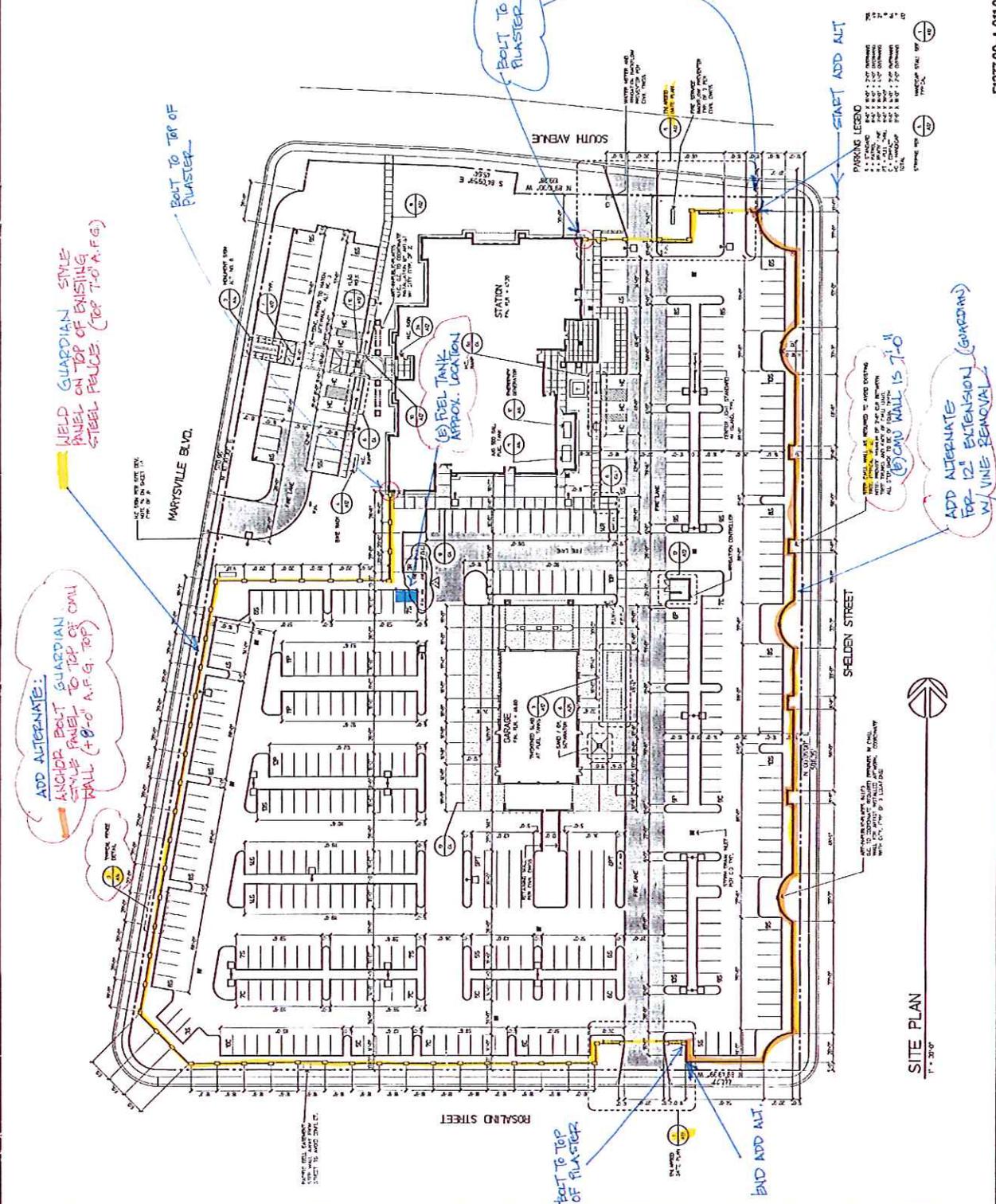
REGISTERED ARCHITECT
 WILLIAM J. KINNEY
 ARCHITECT

KM&A
 KROEMER/MAHONEY & ASSOC., A.I.A.

SITE PLAN
 WILLIAM J. KINNEY
 POLICE FACILITY
 SACRAMENTO POLICE DEPARTMENT

CITY OF SACRAMENTO
 DEPARTMENT OF GENERAL SERVICES
 FACILITY MANAGEMENT DIVISION

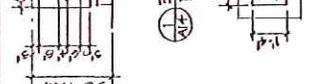
A1



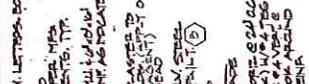
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SITE PLAN
 T. 1-200'

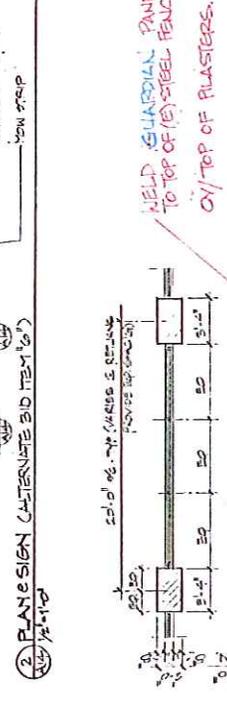
WILLIAM J. KINNEY POLICE FACILITY
 35 MARYSVILLE BOULEVARD



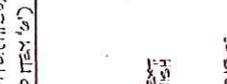
1.1 ELEVATION OF SIGN (ALTERNATE BID ITEM 1.1)



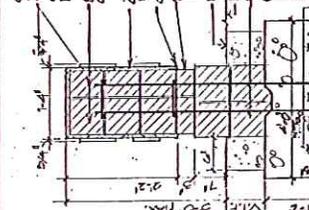
1.2 PLAN OF SIGN (ALTERNATE BID ITEM 1.1)



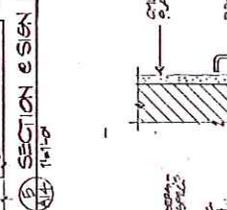
2. TYPICAL FENCE PLAN AND ELEVATION



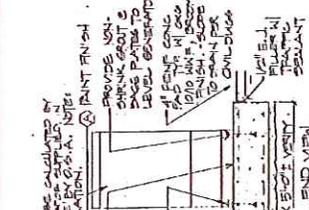
3. GATE DETAIL



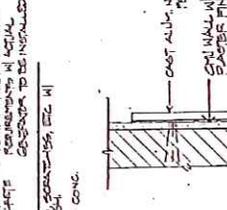
4. SECTION OF SIGN (ALT. BID ITEM 1.1)



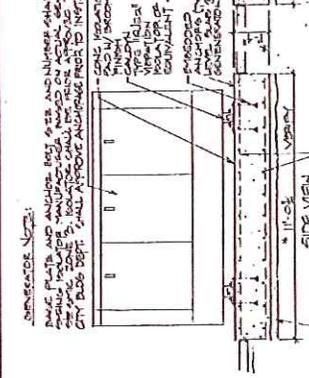
5. SIGN/RADIO MOUNTING



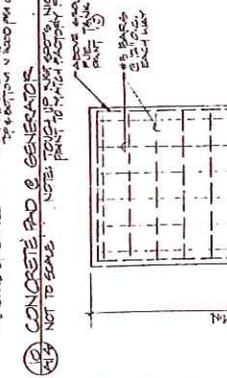
6. INDIVIDUAL LETTER MOUNTING



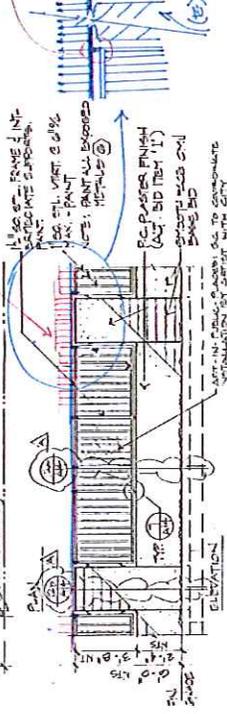
7. CONCRETE PAD & GENERATOR



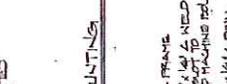
8. 1/2" FILE TANK CONCRETE PAD



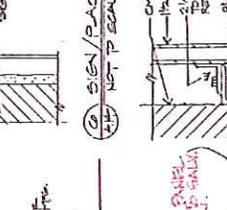
9. SITE FENCING SECTIONS



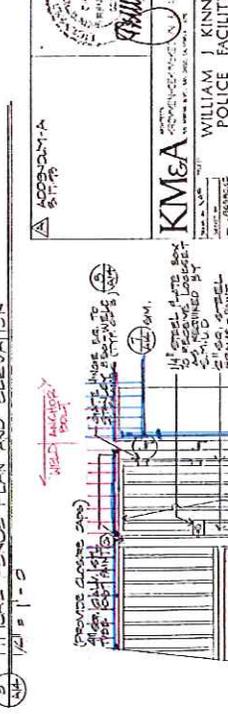
10. GUARDIAN PANEL TO TOP OF (15) STEEL FENCE



11. GATE LINKAGE



12. SITE FENCING SECTIONS



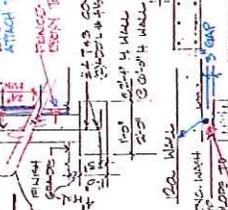
13. PLAN OF SITE FENCING SECTIONS



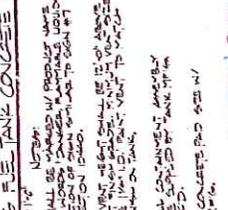
14. PLAN OF GATE LINKAGE



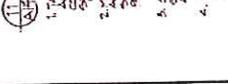
15. PLAN OF GUARDIAN PANEL



16. PLAN OF CONCRETE PAD & GENERATOR



17. PLAN OF 1/2" FILE TANK CONCRETE PAD



18. PLAN OF SITE FENCING SECTIONS

KME&A
 WILLIAM J. KINNEY POLICE FACILITY
 CITY OF SACRAMENTO
 DEPARTMENT OF GENERAL SERVICES
 FACILITY MANAGEMENT DIVISION

A14

SCALE: 1/2" = 1'-0"

FIG. 27.00-A 024.0000

CONCRETE PAD & GENERATOR
 NOT TO SCALE. NOTES: PART TO BE MATCHED TO OTHER DRAWINGS.

1/2" FILE TANK CONCRETE PAD
 1. TANK SHALL BE VIBRATED IN PLACE FOR WORK. 1
 2. TANK SHALL BE VIBRATED IN PLACE FOR WORK. 2
 3. TANK SHALL BE VIBRATED IN PLACE FOR WORK. 3
 4. TANK SHALL BE VIBRATED IN PLACE FOR WORK. 4

GUARDIAN PANEL TO TOP OF (15) STEEL FENCE
 1. GUARDIAN PANEL SHALL BE VIBRATED IN PLACE FOR WORK. 1
 2. GUARDIAN PANEL SHALL BE VIBRATED IN PLACE FOR WORK. 2
 3. GUARDIAN PANEL SHALL BE VIBRATED IN PLACE FOR WORK. 3
 4. GUARDIAN PANEL SHALL BE VIBRATED IN PLACE FOR WORK. 4

GATE LINKAGE
 1. GATE LINKAGE SHALL BE VIBRATED IN PLACE FOR WORK. 1
 2. GATE LINKAGE SHALL BE VIBRATED IN PLACE FOR WORK. 2
 3. GATE LINKAGE SHALL BE VIBRATED IN PLACE FOR WORK. 3
 4. GATE LINKAGE SHALL BE VIBRATED IN PLACE FOR WORK. 4

SITE FENCING SECTIONS
 1. FENCE SHALL BE VIBRATED IN PLACE FOR WORK. 1
 2. FENCE SHALL BE VIBRATED IN PLACE FOR WORK. 2
 3. FENCE SHALL BE VIBRATED IN PLACE FOR WORK. 3
 4. FENCE SHALL BE VIBRATED IN PLACE FOR WORK. 4



Lionakis Beaumont
Design Group Inc.

1811 Montgomery Street
Sacramento, CA 95811
916.441.1111
www.lionakis.com
Professional Engineers
Professional Surveyors

LEGEND

GENERAL NOTES

WELD ANTI-CRIMP PANEL (1" DIA. A.B.G.)
ON TOP OF (E) STEEL FENCE *
(VERIFY HEIGHT OF (E) FENCE)
WELDS @ 10'-0" O.C. MAX.

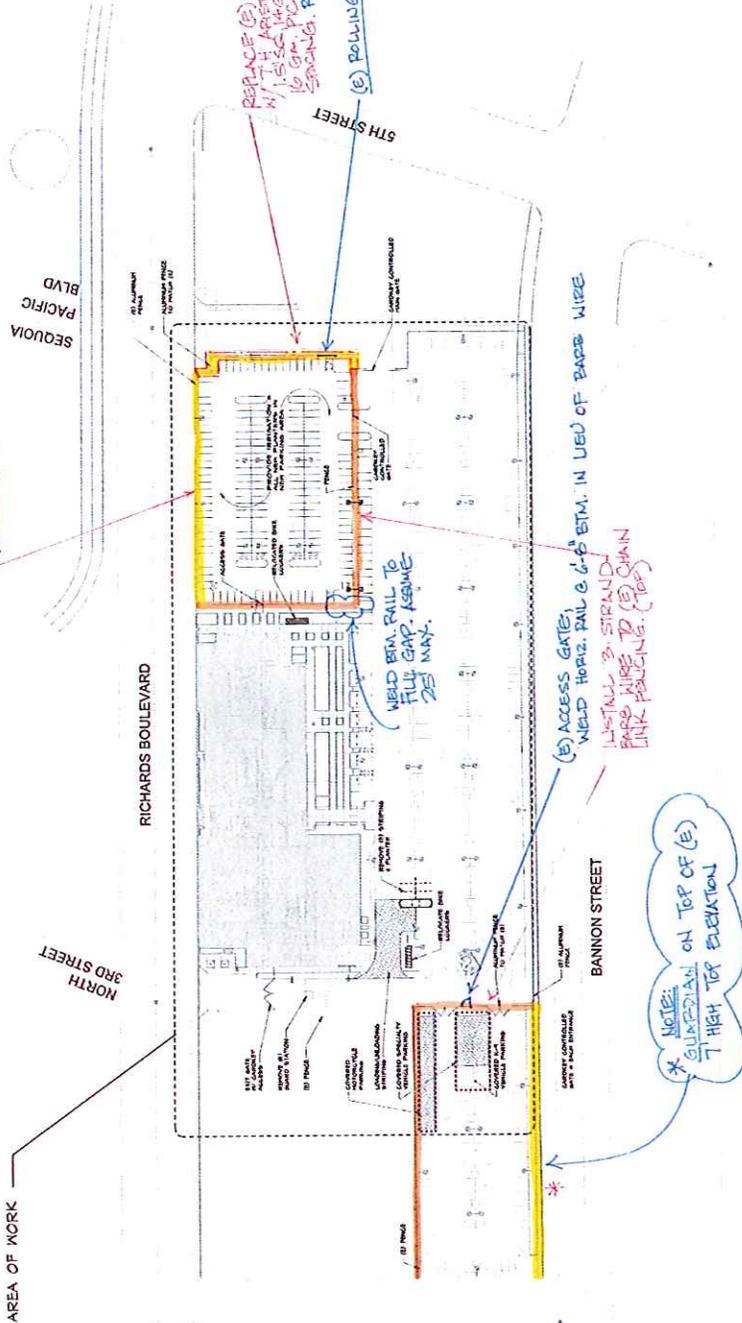
REPLACE (E) CHAIN LINK
WITH ANTI-CRIMP PANELS
W/ 1/2" DIA. HIGH RAILS & 2" DIA. SS.
10' GA. PICKETS, MATCH (E)
SPACING, REUSE (E) ROUND POSTS

(E) ROLLING GATE - PROVIDE (N) GATE, ROLLER STYLE, HEAVY DUTY
W/ N TRACK, J-BOLTS, 2" Ø WHEELS,
2x4" BTM. RAIL (MINIMUM OPERATIONAL 26" MAX. WIDTH)
TAB FOR PADLOCK (ASSEMBLY)

(E) ACCESS GATE: WELD HORIZ. RAIL @ 6'-0" ELEM. IN USE OF BARE WIRE
INSTALL 3 STRANDS
BARE WIRE TO (E) CHAIN
LINK HAUCING (TOP)

* NOTE: GUARDRAIL ON TOP OF (E)
7' HIGH TOP ELEVATION

WELD B.M. RAIL TO
FILL GAP - ASSUME
25" MAX.



FOR REVIEW
ONLY NOT FOR
CONSTRUCTION

DATE

PROJECT

CITY OF SACRAMENTO
DEVELOPMENT
SERVICES/
POLICE DEPARTMENT

DATE

SCALE

SITE PLAN

DATE

A1:0

SITE PLAN
SCALE: 1"=40'

ADDENDUM 1

**FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)
(PROJECT NUMBER 2297886)**

August 28, 2014

B15131541001

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Very truly yours,



Tim Hopper
Contracts & Compliance Specialist

Bid Number: **B15131541001**

ADDENDUM 1 DATE: August 28, 2014

FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)
(PROJECT NUMBER 2297886)

Item #1 – THE BID DUE DATE HAS BEEN MOVED TO 2:00 PM, SEPTEMBER 10, 2014

This addendum is issued in conformance with the original specifications.
Unchanged portions of the special provisions remain in effect.

CITY OF SACRAMENTO
 Department of General Services
 Facilities & Real Property Management

Bid Proposal
 Page 1 of 3
 ADDENDUM 2_9-14

S & S FENCE CO., INC.
 7448 REESE ROAD
 SACRAMENTO, CA 95828
 (916) 682-1100

CONTRACTOR NAME: _____

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

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

FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)

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.	Install fence extensions on top of existing fence / wall @ Franklin, Marysville & Richards locations	3460'	LS	\$ LUMP SUM	\$
				123,640	123,640 ⁰⁰
2.	Richards Facility: Remove (e) chain link & install 7' high fence/gate along Sequoia Pacific Blvd	260'	LS	\$ LUMP SUM	\$
				16,830 ⁰⁰	16,830 ⁰⁰
3.	Install 3 strand barbed wire on top of (e) chain link fence @ Richards	930'	LS	\$ LUMP SUM	\$
				7,720 ⁰⁰	7,720 ⁰⁰
				BASE BID SUBTOTAL	\$ 148,190⁰⁰
4.	Add alternate: Install fence extension along the top of block wall at Marysville Blvd				\$
				\$ 32,860 ⁰⁰	32,860 ⁰⁰

S & S FENCE CO., INC.
 7448 REESE ROAD
 SACRAMENTO, CA 95828
 (916) 682-1100

(F) – denotes final pay quantity

CONTRACTOR NAME: _____

TOTAL \$ 181,050⁰⁰

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice

of award of Agreement, and to begin work within fifteen (15) days after the Notice to Proceed by the City.

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

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
Add. # 2
Add. # 3

DATE 8-28-14 Gary Sumat
DATE 9-4-14 Gary Sumat
DATE 9-5-14 Gary Sumat

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ 15,000⁰⁰) 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: lh

CONTRACTOR:

By:

Gary Siewert
(Signature)

Gary Siewert
(Print or Type)

Title Vice President
 Address 7448 Reese Road
Sacramento, Ca 95828
 Telephone No. 916-682-1100
 Fax No. 916-682-4433
 EMAIL ADDRESS gary@fencing-contractors.com
 Date _____

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. 910283 Type C13 C61 /D28
 Expiration Date 02/29/2016
 Tax I.D. Nos. - Fed. 02-0764686 State 2845316 CA
 City of Sacramento Business Operation Tax Certificate No. 69675
 (City will not award contract if Certificate Number is missing.)

**LOCAL BUSINESS ENTERPRISE (LBE)
PREFERENCE PROGRAM REQUIREMENTS**
(City Contracts, no Federal Funds Used)

I. LBE PREFERENCE PROGRAM

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

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

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

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

II. LBE QUALIFICATION

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

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

III. APPLICATION OF LBE PREFERENCE

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

IV. DEFINITIONS

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

LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM

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

1. LBE FIVE PERCENT (5%) PARTICIPATION

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

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

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

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

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

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

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

69675

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*:

S & S FENCE CO., INC.

7448 REESE ROAD

SACRAMENTO, CA 95828

(916) 682-1100

* 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 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

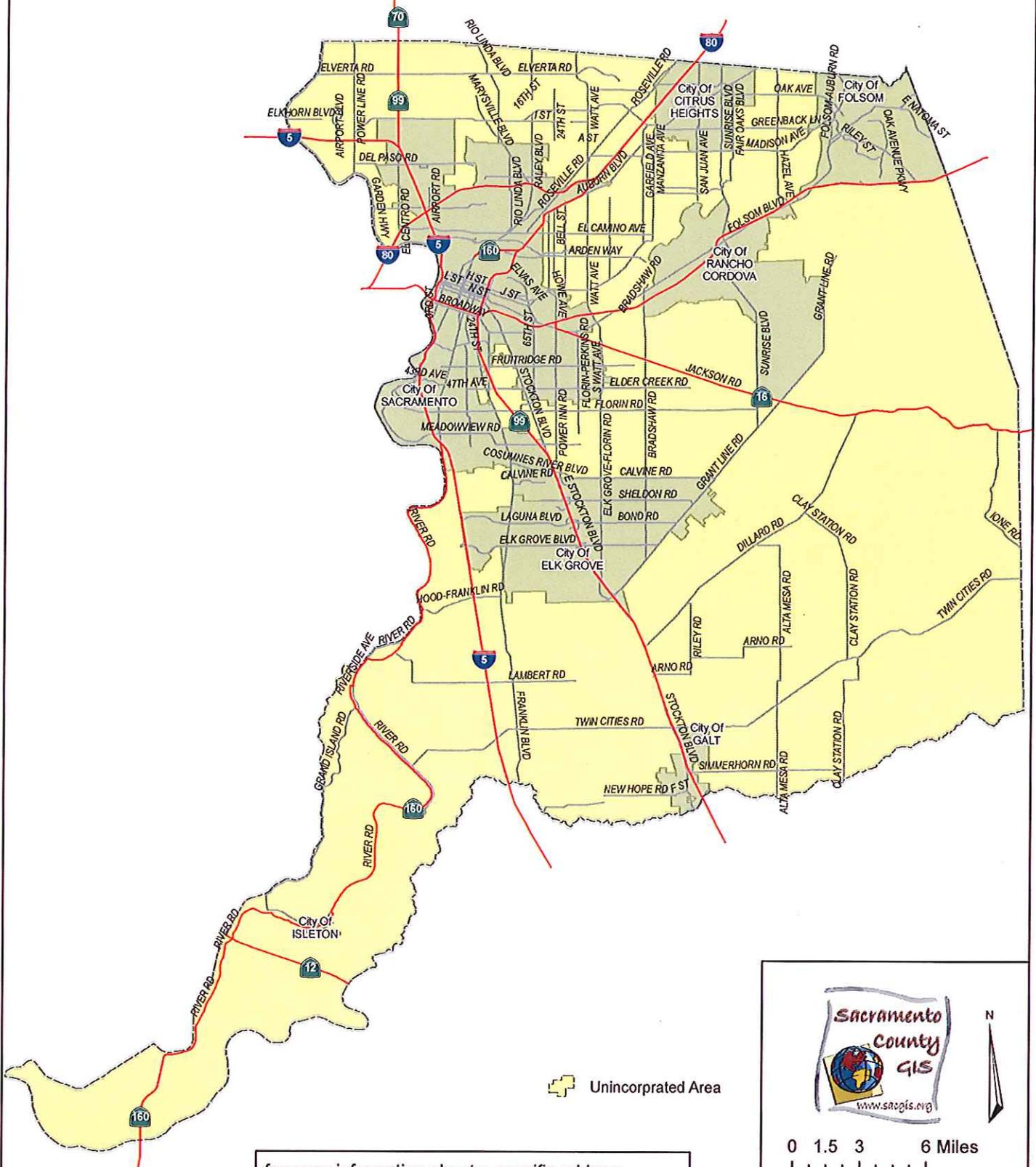
request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days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

0 1.5 3 6 Miles

Doc Date: December, 2010

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 9-16-14 before me, J. Swalley, Notary Public

personally appeared Shirley Paiva

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 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 PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. Swalley
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) other than named above

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Shirley Paiva
of the State of CA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Fifteen Thousand Dollars (\$15,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.

Notarial Seal of Dina Daskalakis, Corporate Secretary, with handwritten signature.

HUDSON INSURANCE COMPANY
By Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Signature of Ann M. Murphy, Notary Public, State of New York, No. 01MU6047553, Commission Expires December 10, 2017.

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company'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 seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 16th day of September, 2014



Signature of Dina Daskalakis, Corporate Secretary.

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.

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:**

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

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

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

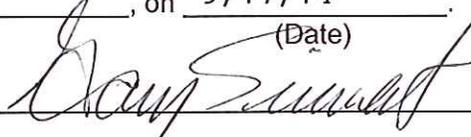
RESOLUTION NO.: 2007-574

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 Sacramento, on 9/17/14.
(Location) (Date)

Signature: 

Print name: Gary Siewert

Title: Vice 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.

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.

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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

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

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

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

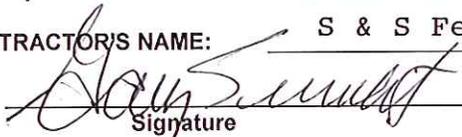
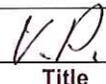
EXCEPTION: _____
Date Violation Type Place of Occurrence

If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: S & S Fence Co., Inc.
BY:   Date: 9/17/14
Signature Title

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

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: S & S Fence Co., Inc. Base Bid Amount: \$ 148,190.00 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
<i>N/A</i>				

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

Page ___ of ___

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

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2014, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation (“City”), and **S & S FENCE CO., INC., 7448 REESE ROAD, SACRAMENTO, CA 95828** (“Contractor”), in the Amount of: **One Hundred Forty-Eight Thousand One Hundred Ninety Dollars (\$148,190.00)**.

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:

**FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)**

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

NO ADDITIVE ALTERNATES

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 (60) WORKING DAYS from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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 **\$400.00 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-erectations, 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 10/15/14 BY Stephen Blawie
STEPHEN B. SIEWERT
 Print Name
President
 Title

BY 10-15-14 Gary Siewert
GARY SIEWERT
 Print Name
V.P.
 Title
02-0764684
 Federal ID#
2845314
 State ID#

69675

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 _____

For: _____
City Manager

Original Approved As To Form:

Attest:



City Attorney

City Clerk

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Bond No.: 10017013
Premium: \$3,705.00
Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to S & S FENCE CO., INC., 7448 REESE ROAD, SACRAMENTO, CA 95828:

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

**FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)**

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):*
Hudson Insurance Company 23901 Calabasas Rd. #1085 Calabasas, CA 91302

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

One Hundred Forty-Eight Thousand One Hundred Ninety Dollars (\$148,190.00), 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 October 15, 2014.

S & S Fence Co., Inc.
(Contractor) (Seal)
By [Signature]
Title _____

Hudson Insurance Company
(Surety) (Seal)
By [Signature]
Title Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]
City Attorney

Agent name & Address Valley Surety Insurance Agency
947 Enterprise Drive Unit A Sacramento, CA 95825
Agent Phone # 916-567-6676
Surety Phone # 800-486-6695
California License # 0799396

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 10-15-14 before me, J. Swalley, Notary Public

personally appeared Shirley Paiva

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 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 PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

J. Swalley
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

Title or Type of Document

Number of Pages

Date of Document

Signer(s) other than named above

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

**CITY OF SACRAMENTO
PAYMENT BOND**

Bond No.: 10017013
Premium: Included in performance bond

Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: S & S FENCE CO., INC., 7448 REESE ROAD, SACRAMENTO, CA 95828

hereinafter called Contractor, a contract for construction of:

**FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)**

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*):

Hudson Insurance Company 23901 Calabasas Rd. #1085 Calabasas, CA 91302, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of **One Hundred Forty-Eight Thousand One Hundred Ninety Dollars (\$148,190.00)**, 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 October 15, 2014.

S & S Fence Co., Inc.
(Contractor) (Seal)
By [Signature]
Title V.P.

Hudson Insurance Company
(Surety) (Seal)
By [Signature]
Title Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

Agent name & Address Valley Surety Insurance Company
947 Enterprise Drive Unit A Sacramento, CA 95825
Agent Phone # 916-567-6676
Surety Phone # 800-486-6695
California License # 0799396

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 10-15-14 before me, J. Swalley, Notary Public

personally appeared Shirley Paiva

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 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 PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



J. Swalley
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

Title or Type of Document

Number of Pages

Date of Document

Signer(s) other than named above

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Shirley Paiva
of the State of CA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Forty Eight Thousand One Hundred Ninety Dollars (\$148,190.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.



Dina Daskalakis
Corporate Secretary

[Handwritten signature of Dina Daskalakis]

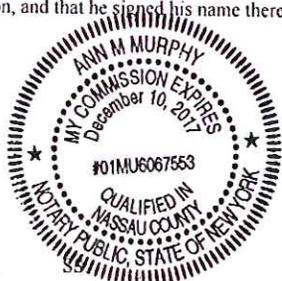
HUDSON INSURANCE COMPANY

By [Handwritten signature of Christopher T. Suarez]
Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



[Handwritten signature of Ann M. Murphy]
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company'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 seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 15th day of October, 2014



Form HUD-10 8 2010 (v1)

By [Handwritten signature of Dina Daskalakis]
Dina Daskalakis, Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2014

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 Innovative Broker Services 101 Parkshore Dr, Suite 100 Folsom CA 95630	CONTACT NAME: Denise Winston PHONE (A/C No. Ext): (916) 236-3351 E-MAIL ADDRESS: DENISE@innovativebroker.com	FAX (A/C No.): (916) 405-4205
	INSURER(S) AFFORDING COVERAGE	
INSURED S & S Fence Co Inc 7448 Reese Road Sacramento CA 95828	INSURER A: Travelers Property Casualty Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25674

COVERAGES CERTIFICATE NUMBER: CL1410802744 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		6808264C902	10/15/2014	10/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA8265C265	10/15/2014	10/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP5237Y742	10/15/2014	10/15/2015	OCCUR CLAIMS-MADE EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
 RE: Fence corrections at three City Facilities. (300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)

With respect to work done by named insured for certificate holder. General Liability - additional insured status shown above only when required by written contract requiring insurance - per CGD246 (08/05); waiver of subrogation shown above, when required by written contract CGD1 (11/03); aggregate limit per project, when required by written contract CGM1 (06/06). Business Auto - additional insured and waiver of subrogation shown above only when required by written contract or agreement CAT420 (07/10).

CERTIFICATE HOLDER thopper@cityofsacramento.o City of Sacramento Department of General Services Attn: Tim Hopper 5730 24th St., Bldg 1 Sacramento, CA 95822	CANCELLATION 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 Anita Koski/DW 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**TOTAL GENERAL AGGREGATE LIMIT
DESIGNATED PROJECT(S) – GENERAL AGGREGATE
LIMIT**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Total General Aggregate Limit: \$ 10,000,000

Designated Project(s): Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit; provided that, the contract is signed and executed prior to any loss for which coverage is sought.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The Total General Aggregate Limit stated in the Schedule above is the most we will pay for the sum of all:

- 1. Medical Expenses under COVERAGE C (SECTION I);**
- 2. Damages under COVERAGE A (SECTION I), except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and**
- 3. Damages under COVERAGE B (SECTION I) regardless of the number of:**
 - a. Insureds;**
 - b. Claims made or "suits" brought;**
 - c. Persons or organizations making claims or bringing "suits"; or**
 - d. Designated "projects" in the SCHEDULE above.**

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and

for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:

- 1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.**
- 2. Subject to the Total General Aggregate Limit stated in the Schedule above, the Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:**
 - a. Insureds;**
 - b. Claims made or "suits" brought; or**

COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce both the Total General Aggregate Limit stated in the Schedule above, and the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to both the Total General Aggregate Limit stated in the Schedule above, and the applicable Designated Project General Aggregate Limit.
- C. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:
- 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the Total General Aggregate Limit stated in the Schedule above and the General Aggregate Limit, or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- As respects this Provision C., the limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply.
- D. Part 2. of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under COVERAGE B; and
 - b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the SCHEDULE above.
 - E. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the Total General Aggregate Limit stated in the Schedule above, the General Aggregate Limit, or the Designated Project General Aggregate Limit.
 - F. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
 - G. The provisions of LIMITS OF INSURANCE (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

CG D2 46 08 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:

- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

CG D2 46 08 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**TOTAL GENERAL AGGREGATE LIMIT
DESIGNATED PROJECT(S) – GENERAL AGGREGATE
LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Total General Aggregate Limit: \$ 10,000,000

Designated Project(s): Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit; provided that, the contract is signed and executed prior to any loss for which coverage is sought.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The Total General Aggregate Limit stated in the Schedule above is the most we will pay for the sum of all:

1. Medical Expenses under COVERAGE C (SECTION I);
2. Damages under COVERAGE A (SECTION I), except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
3. Damages under COVERAGE B (SECTION I) regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. Designated "projects" in the SCHEDULE above.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and

for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. Subject to the Total General Aggregate Limit stated in the Schedule above, the Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or

COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce both the Total General Aggregate Limit stated in the Schedule above, and the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to both the Total General Aggregate Limit stated in the Schedule above, and the applicable Designated Project General Aggregate Limit.
- C. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:
- 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the Total General Aggregate Limit stated in the Schedule above and the General Aggregate Limit, or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- As respects this Provision C., the limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply.
- D. Part 2. of SECTION III - LIMITS OF INSURANCE is deleted and replaced by the following:
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under COVERAGE B; and
 - b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the SCHEDULE above.
- E. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the Total General Aggregate Limit stated in the Schedule above, the General Aggregate Limit, or the Designated Project General Aggregate Limit.
- F. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- G. The provisions of LIMITS OF INSURANCE (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

CG D1 86 11 03

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| A. Broadened Named Insured | I. Injury to Co-Employees |
| B. Damage To Premises Rented To You Extension | J. Aircraft Chartered with Crew |
| • Perils of fire, explosion, lightning, smoke, water | K. Non-Owned Watercraft – Increased from 25 feet to 50 feet |
| • Limit increased to \$300,000 | |
| C. Blanket Waiver of Subrogation | L. Increased Supplementary Payments |
| D. Blanket Additional Insured – Managers or Lessors of Premises | • Cost for bail bonds increased to \$2,500 |
| | • Loss of earnings increased to \$500 per day |
| E. Blanket Additional Insured – Lessor of Leased Equipment | M. Knowledge and Notice of Occurrence or Offense |
| F. Incidental Medical Malpractice | N. Unintentional Omission |
| G. Personal Injury – Assumed by Contract | O. Reasonable Force – Bodily Injury or Property Damage |
| H. Extension of Coverage – Bodily Injury | |

PROVISIONS**A. BROADENED NAMED INSURED**

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease, as of the date, during the policy period, that you no longer maintain ownership of, or majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

- 2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.

4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed

prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

E. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after the equipment lease expires; or
 - b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. INCIDENTAL MEDICAL MALPRACTICE

1. The definition of "bodily injury" in DEFINITIONS (Section V) is amended to include "Incidental Medical Malpractice Injury".

2. The following definition is added to DEFINITIONS (Section V):

"Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
 - d. "Good Samaritan services". As used in this Provision F., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope

of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".

6. This Provision F. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.

7. The insurance provided by this Provision F. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

G. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The **Contractual Liability** Exclusion in Part 2., **Exclusions of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Contractual Liability

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract of agreement.

2. Subparagraph f. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

3. This Provision G. does not apply if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.

H. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

I. INJURY TO CO-EMPLOYEES

1. It is agreed that your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.

2. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. above.

J. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft Exclusion** in Part 2., **Exclusions** of COVERAGE A. **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I – Coverages):

(This exclusion does not apply to:) Aircraft chartered with crew to any insured.

2. This Provision J. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision J. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

K. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft Exclusion** in Part 2., **Exclusions** of COVERAGE A. **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I – Coverages) is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Fifty feet long or less; and
- (b) Not being used to carry persons or property for a charge;

2. This Provision K. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
3. The insurance provided by this Provision K. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

L. INCREASED SUPPLEMENTARY PAYMENTS

Parts b. and d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In Part b. the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Part d. the amount we will pay for loss of earnings is increased to \$500 a day.

M. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to **COMMERCIAL GENERAL LIABILITY CONDITIONS** (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision M. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

N. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision N. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

O. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The Expected Or Intended Injury Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

CG D1 86 11 03

[Privacy](#) | [Legal Notices](#)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL EFFECTS |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for 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. The following replaces Paragraph A.2.a.(4) of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., **Limit Of Insurance**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2014

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 AU Insurance Services 10825 Old Mill Rd Omaha, NE 68154 (877) 234-4420	CONTACT NAME: PHONE (A/C, No, Ext): (877) 234-4420 FAX (A/C, No): (877) 234-4421	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #	
INSURED S & S Fence Co., Inc. 7448 Reese Rd Sacramento, CA 95828-3706 CTL 1273 931667	INSURER(S) AFFORDING COVERAGE	
	INSURER A: California Insurance Co.	NAIC # 38865
	INSURER 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
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE	<input type="checkbox"/>	<input type="checkbox"/>				\$
	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N		46-829002-01-05	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 City of Sacramento
 Department of General Services
 5730 24th St., Bldg 1
 Sacramento, CA 95822
 Attn: Tim Hopper

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

0D78336

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization:

(x) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium 1500

The premium charge for this endorsement shall be of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium

5. Advance Premium

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

Endorsement Effective 07/01/14

Policy No. 46-829002-01-05

Endorsement No. 9

Insured S & S Fence Co., Inc.

Premium \$ 1,500.00

Insurance Company California Insurance Company

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: 10/15/14

Contractor S + S FENCE CO, INC

By Stephen Brewster
Signature

PAY REQUEST APPLICATION

**PROJECT NAME AND NUMBER: FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)**

CONTRACTOR: _____

PURCHASE ORDER NO. (Required): _____ COST CENTER: (2297886)

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: ARCHITECT & ENGINEERING
5730 24TH STREET, BLDG. 4
Sacramento, CA 95814
Attn.: Kirk Thompson, 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 General Services
Facilities & Real Property Management

SCHEDULE OF VALUES

Remit To: Kirk Thompson
Department of General Services
Facilities & Real Property Management
5730 24th Street, Bldg 4

**PROJECT NAME: FENCE CORRECTIONS
AT THREE CITY FACILITIES**
(300 Richards Blvd., 3550 Marysville Blvd.,
& 5303 Franklin Blvd.)

Sacramento, CA 95822

CITY PROJ. NO: WO 2297886

CONTRACTOR: S & S FENCE, INC.

Payment No. _____

FUNDING: XXXX

ADDRESS: 7448 REESE ROAD, SACRAMENTO, CA 95828

Work Performed Thru _____

Date Payment Submitted _____

Days Expended on Contract _____

PHONE NO: (916) 682-1100

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	Install fence extensions on top of existing fence / wall @ Franklin, Marysville & Richards locations	1	LS	123640	\$123,640.00					
2	Richards Facility: Remove (e) chain link & install 7' high fence/gate along Sequoia Pacific Blvd	1	LS	16830	\$16,830.00					
3	Install 3 strand barbed wire on top of (e) chain link fence @ Richards	1	LS	7720	\$7,720.00					
4	Add alternate: Install fence extension along the top of block wall at Marysville Blvd	1	LS	NOT AWARDING	\$0.00					
TOTAL BASE BID AMOUNT					\$148,190.00				\$0.00	
CHANGE ORDERS										
1		1	LS		\$0.00					
2		1	LS		\$0.00					
3		1	LS		\$0.00					
4		1	LS		\$0.00					
5		1	LS		\$0.00					

GUARANTEE

We hereby guarantee the: **FENCE CORRECTIONS AT THREE CITY FACILITIES**
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)

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, therefor immediately upon demand.

Dated: 10/15/14

Signed: Stephen B Stewart

STEPHEN B STEWART
Printed Name

S F S FENCE CO, INC
Company

7448 REESE RD
Address

SAC 1 CA 95828

B15131541001

SPECIFICATIONS

h:\documents\contract mgmt\police dept fencing corrections_8-8-14\planet bids\30- special provisions cover.docx

SPECIAL PROVISIONS FOR:

**FENCE CORRECTIONS AT THREE CITY FACILITIES
(300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.)**

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK

At three locations (300 Richards Blvd., 3550 Marysville Blvd., & 5303 Franklin Blvd.), the work performed under these Special Provisions consists of:

- a. Install fence extensions on top of existing metal fence & block wall at Rooney & Kinney,
- b. Remove (e) chain link & install 7' high fence along Sequoia Pacific,
- c. Fill fence gaps between building at Rooney,
- d. Install 3 strand barbed wire on top of (e) chain link fence at Richards and,
- e. Clear and grub on each side of fence as needed to complete the work.

The improvements will consist of attached drawings & City standard specifications.

B. COMPLETION TIME

The time for the completion of all work is ^{SIXTY} THIRTY WORKING DAYS ⁽⁶⁰⁾ (30) from the Notice to Proceed. 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 FOUR HUNDRED DOLLARS (\$400.00) 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 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.”

ii. 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.

D. SCHEDULE OF UNIT PRICES

The successful lowest responsible bidder shall provide a Schedule of Unit Prices to the 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 Architect. This schedule of unit prices shall be 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.

E. 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 Forty-Five (45) calendar days after opening of the proposals to the lowest responsible bidder, unless otherwise stated in the contract agreement.

F. 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 Kirk Thompson**, Department of General Servicesn, Facilities & Real Property Management, 5730 24th Street, Building 4, Sacramento, CA 95822, (916) 808-8431, FAX (916) 808-8250, email kthompson@cityofsacramento.org.

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

G. 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.

H. 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.

I. 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 Architect. The Contractor shall, within **seven (7) calendar days after the Bid Summary and Notification of Award Recommendation**, submit for the review of the 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 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 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.

J. 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.

K. 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 Architect shall be notified for approval. The Contractor will be held responsible for deviations made without first obtaining the Architect's approval, and shall remove and relocate such items at his own expense if so directed by the Park Construction Inspector.

L. 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 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 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 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.

M. 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

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>
Steel Fence Material & related hardware/material (color sample too)	X		X
Proposed barbed wire & hardware	X		X

One (1) copy of such submittals shall be furnished for review by the 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 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.

N. LICENSE REQUIREMENTS

For this publicly bid project either a General Engineering Contractor "A" that also holds a "C13" License, or a "C13" License. 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.

O. PROJECT COORDINATION

Contractor shall complete all general coordination with the City Project Manager, the City 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.

P. 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)

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

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

S. 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 – Install fence extensions on top of existing metal fence & block wall

This item shall consist of furnishing ornamental iron fence material and preparing the existing wall / fence to receive the new material.

- A. Existing fence material shall be cut, ground or removed and saved with the intent of receiving the fence extensions, as necessary. Fencing material shall be Builders Fence Company or approved equal; Heavy Aristocrat; pickets are $\frac{3}{4}$ " x 16 ga. with spacing to match existing welded to 1.5" x $\frac{3}{16}$ " flat bar rail with $\frac{3}{16}$ " view; one coat primer, one coat polyurethane to match existing color.

Item No. 2 – Remove (e) chain link & install 7' high fence along Sequoia Pacific

This item shall consist of removing (e) chainlink fencing, furnishing and installing ornamental iron fence material as specified by these Special Provisions.

- A. Remove existing chainlink material. Roll into compact, bound units and return to City for reuse elsewhere.
- B. Provide and install 7' high Heavy Aristocrat style ornamental iron fence by Builder Fence Company or approved equal; 1.5" square top & bottom rails, 14 ga; $\frac{3}{4}$ " square pickets 16 ga., spacing shall match adjacent fencing; galvanized tubing, one coat primer, one coat polyurethane to match existing color.

Item No. 3 – Fill fence gaps between building @ Rooney

This item shall consist of furnishing and Installation of 7' high Heavy Aristocrat style ornamental iron panels to fill between (e) fencing & building as specified by these Special Provisions.

- A. Provide and install 7' high Heavy Aristocrat style ornamental iron fence by Builder Fence Company or approved equal; 1.5" square top & bottom rails, 14 ga; $\frac{3}{4}$ " square pickets 16 ga., spacing shall match adjacent fencing; galvanized tubing, one coat primer, one coat polyurethane to match existing color.

Item No. 4 – Install three strand barbed wire on top of (e) chain link fencing

This item shall consist of installation of barbed wire in conformance with the City Standard Specifications section 10-38 and as specified by these Special Provisions. This shall not occur in public right of ways or street frontages; only interior fencing.

- A. Installation of three strand barbed wire – Modify existing fence posts to receive 3" x 1 5/8" 45 degree barb wire arm, 3 strand; 12.5" ga. wire with four point barbs;

Item No. 5 – Clear and grub on each side of fence as needed to complete the work

This item shall consist of labor to clear and grub existing landscape to receive new fence material in conformance with the Standard Specifications and as specified by these Special Provisions.

- A. Remove vegetation and obstructions to the installation of new fence material. Review & verify existing irrigation system prior to start of construction. Review obstructions with City project manager or inspector prior to removal.

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DIVISION 1 – GENERAL CONDITIONS

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SEE TECHNICAL SPECIFICATIONS PREPARED BY CITY OF SACRAMENTO, GENERAL SERVICES

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and General Conditions of the Contract including General and Supplementary Conditions, and Division 1 Specification Sections apply to this Section.

1.02 SUMMARY OF WORK:

- A. Work covered by these contract documents comprises construction of:
 - 1. Fence height adjustments
 - 2. Infill fence panels between existing fence & buildings
 - 3. Barbed wire on top of (e) fence, and
 - 4. clear . grub near fence to provide access.
- B. The Project is located in the City of Sacramento, 300 Richards Blvd., 3550 Marysville Blvd. & 5303 Franklin Blvd.
 - 1. The work consists of providing labor, materials, equipment, services, and administration required in conjunction with or incidental to the Project.
- C. The term "NIC" shall be construed to mean that construction work is not to be furnished, installed or performed by Contractor. The term shall mean "Not in this Contract"

1.03 CONSTRUCTION CONTRACT:

- A. Construct project under single lump sum contract.

1.04 CONSTRUCTION SEQUENCE:

- A. Contractor shall be responsible for sequencing of construction as shown in their approved Project Schedule. Contractor shall notify Owner (7) days in advance of any operations that may affect the owner's use of adjacent property and (14) days in advance of any construction work that affects the utilities of adjacent buildings on the site.

1.05 WORK RESTRICTIONS / STAGING:

- A. Due to the sensitive nature of the existing use of the site, the Contractor shall have the full use of the contract area during the construction period, except the areas coordinated during the pre-construction conference.
 - 1. City will designate an entrance to the Project site.
 - 2. Use of premises for work, storage and vehicular parking is limited to areas designated by City.
- B. Contractor shall assume responsibility for protection and safekeeping of the products stored on the site under this contract.
- C. This Contractor shall move stored products which interfere with any Owner operations, other Owner Contractors, or Owner access.
- D. Contractor shall conduct operations to ensure least inconvenience to public and occupied areas of the site.
- E. This Contractor shall obtain and pay for the use of additional storage or staging areas needed for operations.
- F. Do not load structure with weight that would jeopardize its safety.
- G. Should it be necessary to use portions of existing streets, sidewalks or right of ways for operations, this Contractor shall obtain approval and pay for the use of such areas in accordance with requirements of the authorities having jurisdiction.

1.06 SURROUNDING SITE CONDITION SURVEY

- A. Prior to commencement of Work, Contractor and City shall jointly survey the site and existing buildings, paving, plant life, and other items, noting and recording existing damage such as cracks, sags, loose materials and other existing damage.

- B. This record shall serve as a basis for determination of subsequent damage to these items due to settlement or movement due to demolition and construction operations.
- C. Such damage, as noted, shall be suitably marked on the item, if possible, and the official record of existing damage shall be signed by the parties making the survey.
- D. Cracks, sags or other damage to the site and adjacent buildings, paving and other items not noted in the original survey but subsequently observed shall be reported immediately

1.07 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show all known existing above and below grade structures; drainage lines; storm drains; sewers; water, gas, electrical and hot water lines; and other similar installations which are known to exist in the area of the Work.
- B. Locate these known existing installations before proceeding with excavation or other operations which may damage same; maintain them in service unless directed otherwise by the City; and repair damage to them caused by the performance of the work, at no increase in the Agreement Price.
- C. In addition to reporting, if a structure or utility is damaged, Contractor shall take appropriate action as provided in the Contract Documents.

1.08 OCCUPANCY OF THE WORK PRIOR TO FINAL ACCEPTANCE

- A. The City may use and occupy the building portion of the Work before formal acceptance under the following conditions:
 - 1. A Certificate of Substantial Completion will be prepared and executed as provided in the Contract Documents. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by City during the remaining period of the work.
 - 2. Occupancy by City shall not be construed as being an acceptance of that part of the work to be occupied.
 - 3. Contractor will not be held responsible for any damage to the occupied part of the Work resulting from the City's occupancy.

4. Occupancy by the City shall not be deemed to constitute a waiver of existing claims in behalf of the City or Contractor against each other.
5. If required by the City for areas it has beneficially occupied, the Contractor shall make available, on a 24-hour-a-day, 7-day-a-week basis, utility services, heating, and cooling as are in condition to be put in operation when such beneficial use and occupancy occurs. The Contractor shall be responsible for the operation and maintenance of such equipment while it is so operated until the Work is completed in the occupied areas, at which time operation and maintenance of such equipment shall be assumed by the City.
6. Make an itemized list of each piece of equipment operated during beneficial occupancy, with the date operation commences. This list shall be the basis for the commencement of guarantee periods on the equipment being operated for the benefit of the City's occupancy.
7. The City will pay for the utility costs associated with its occupancy of portions of the work during construction.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01010

SECTION 01025

PAYMENTS & MEASUREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and General Conditions of the Contract including General and Supplementary Conditions, and Division 1 Specification Sections apply to this Section.

1.02 SCHEDULE OF VALUES

- A. Type Schedule on form contained in the Contract Documents. Contractor's standard forms and automated printout will be considered for approval upon request. Identify schedule with: Project name and location, Contractor's name and address, all subcontractor's name, address and type of Work along with Submission date.
 - 1. List the installed value of the component parts of the Work broken down into sufficient detail to serve as a basis for computing values for progress payments during the performance of the Work. For example, in the case of drywall Work, identify components such as wallboard, accessories, taping and finishing.
 - 2. Follow the Specifications table of contents as the format for listing component items; identify each line item with the number and title of the respective Specification Section.
 - 3. For each major line item, list sub-values of products or operations.
 - 4. For the various portions of the Work:
 - a. Include a separate line item for the amount of overhead and profit drawn.
 - b. For portions of Work in excess of ten thousand dollars (\$10,000) in cost, separately identify labor and material costs.
 - 5. The sum of values listed in the Schedule of Values shall equal the total Construction Contract Sum. Design costs are to be identified separately.

1.02 APPLICATIONS FOR PAYMENT

- A. General: Submit Applications for Payment to the Architect in accordance with the schedule established by the Contract Documents.
- B. Submit itemized applications on form contained in Contract Documents.
 - 1. Line items and dollar values shall be from the approved schedule of values.
 - 2. Include names, trades, and amounts for Subcontractors.
 - 3. Overhead and profit shall be a line item each month for Contractor and Sub-contractors.
- C. Preparation of Application for Each Progress Payment:
 - 1. On application form, fill in:
 - a. Required information, including Change Orders executed prior to application.
 - b. Summary of dollar values agreeing with the totals indicated on the Continuation Sheets.
 - c. Certify with the signature of an authorized agent of the Contractor's firm.
 - 2. Continuation Sheets:
 - a. Fill in total list of scheduled component items of Work with item number and the scheduled dollar value for each item.
 - b. Fill in the dollar value in each column for each scheduled line item when Work has been performed or products stored as approved. Round off values to nearest dollar, unless otherwise specified for the schedule of values.
 - c. List each Change Order executed prior to the date of submission at the end of the Continuation Sheets. List by Change Order Number, description, and breakdown of costs as for an original component item of Work.
- D. Substantiating Data for Progress Payments:
 - 1. When substantiating data are required, submit suitable information as specified in SECTION 01300 - SUBMITTALS with a cover letter identifying:

- a. Project Name and Number.
 - b. Application number and date.
 - c. Detailed list of enclosures.
 - d. For approved stored materials:
 - 1) Item number and identification as shown on application.
 - 2) Address of warehouse facility and copy of insurance documents for said facility.
 - 3) Description of specific material.
- E. Preparation of Application for Final Payment:
- 1. Fill in application form as specified for progress payments.
 - 2. Use Continuation Sheets for presenting the final statement of accounting.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01025

SECTION 01035
MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
 - 1. Provide full written data required to evaluate changes.
 - 2. Maintain detailed records of work done on a time-and-material/force account basis, submitted to the City on a daily basis.
 - 3. Provide full documentation to City on request.
- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the Work.
 - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.
- C. City Project Manager is the person who is authorized to execute Change Orders.

1.02 RELATED REQUIREMENTS

- A. Agreement: The amounts of established unit prices.
- B. Section 01025: Payments & Measurements.
- C. Section 01311: Bar Chart.
- D. Section 01605: Substitution Request Form.

1.03 DEFINITIONS

- A. Construction Change Authorization: A written order to the Contractor, signed by City, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change which affects the Agreement Sum and/or the Agreement Time, for inclusion in a subsequent Change Order.
- B. Supplemental Instructions: A written order, instructions, or interpretations, signed by City making minor changes in the Work not involving a change in Agreement Sum or Agreement Time.

1.04 PRELIMINARY PROCEDURES

- A. City may initiate changes by submitting a Proposed Change Order (PCO) to Contractor which may include:
1. Detailed description of the Change, Products, and location of the change in the Project.
 2. Supplementary or revised Drawings and Specifications.
 3. A specific statement as to whether overtime work is, or is not, authorized.
 4. A specific period of time during which the requested price will be considered valid.
 5. Such request(s) are for information only, and **are not an instruction to execute the changes, nor to stop Work in progress.**
- B. Contractor may initiate changes by submitting a written notice to City, containing:
1. Description of the Request For Change (RFC).
 2. Statement of the reason for making the changes.
 3. Statement of the effect on the Agreement Sum and/or the Agreement Time.
 4. Statement of the effect on the work of separate contractors.

Documentation supporting any change in Agreement Sum or Agreement Time, as appropriate.

Copy of the Change Order Proposal Summary form.

1.05 CONSTRUCTION CHANGE AUTHORIZATION

- A. In lieu of a PCO, City may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Agreement Sum and any change in Agreement Time.
- C. City will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.
- D. Contractor will sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow City to evaluate the quotation.
- B. On request provide additional data to support time and cost computations:
1. Labor required.

2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance and bonds.
 5. Credit for work deleted from Agreement, similarly documented.
 6. Justification for any change in Agreement Time.
- C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:
1. Name of the City's authorized agent who ordered the work, and date of the order.
 2. Dates and times work was performed, and by whom.
 3. Time record, summary of hours worked, and hourly rates paid.
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.
- D. Document requests for substitutions for Products as specified in Section 01600.
- E. Include a copy of the Change Order Proposal Summary – EZ-PCO" for each separate proposal.

1.07 PREPARATION OF CHANGE ORDERS

- A. City will prepare each Change Order.
- B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Agreement Sum and in the Agreement Time.

1.08 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 1. PCO and Contractor's responsive Proposal as mutually agreed between City and Contractor.
 2. RFC as accepted by City.
 3. Construction Change Authorization with supporting documentation.

- B. Contractor will sign and date the Change Order to indicate agreement with the terms therein.
- C. City will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

1.09 UNIT PRICE CHANGE ORDER

- A. The amounts of the unit prices to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between City and Contractor.
- B. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
 - 1. City will sign and date the Construction Change Authorization as authorization for Contractor to proceed with the changes.
 - 2. Contractor will sign and date the Construction Change Authroization to indicate agreement with the terms therein.
- C. When quantities of the items cannot be determined prior to start of the work:
 - 1. City will issue a Construction Change Authorization directing Contractor to proceed with the change on the basis of unit prices and will cite the applicable unit prices.
 - 2. At completion of the change, City will determine the cost of such work based on the unit prices and quantities used.
 - a. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Agreement Time.
 - 3. City and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.
 - 4. City will sign and date the Change Order to establish the change in Agreement Sum and in Agreement Time.

1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION

- A. City will issue a Construction Change Authorization directing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the "Documentation of Proposals and Claims" of this Section.
- C. City will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- D. City and Contractor will sign and date the Change Order to indicate their agreement therewith.
- E. City will sign and date the Change Order to establish the change in Agreement Sum and in Agreement Time.

1.11 CORRELATION WITH CONTRACTOR' S SUBMITTALS

- A. Revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Agreement Sum.
- B. Revise the Construction Schedule to reflect each change in Agreement Time.
 - 1. Revise schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

1.12 CHANGE ORDER PROPOSAL SUMMARY - EZ-PCO

- A. Whenever a change, modification or alteration is being evaluated by the City ,requiring a change in cost, the contractor shall prepare a copy of the "Change Order Proposal Summary – EZ-PCO" for each unique change, modification or alteration.
- B. Compensation for markups shall be limited to the application of percentages outlined in the "Instructions – Change Order Proposal Summary - EZ-PCO".

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

----- END OF SECTION -----



DEPARTMENT OF
GENERAL SERVICES
FACILITY DEVELOPMENT

CITY OF SACRAMENTO
CALIFORNIA

5730 - 24TH STREET
BUILDING ONE
SACRAMENTO, CA
95822-3699
PH: 916-808-1888

CHANGE ORDER REQUEST / PROPOSAL

TO: _____

ATTENTION: _____

SUBJECT: _____

**CHANGE ORDER
REQUESTED BY:**

- Owner
- Architect
- Engineer
- Contractor
- Inspector
-

The following items, transmitted herewith, are subject to all provisions of the plans, specifications and addenda:

- Submit cost and time change date for approval prior to proceeding with the work.
- Your proposal is approved. A change order will be issued for the agreed to sum.
- Your proposal is rejected. Please proceed with the work on a Time and Material basis, and a change order will be issued upon verification of completed work.
- Your proposal is rejected.

DESCRIPTION: _____

COPIES	DATE	NO.	DESCRIPTION
cc: <input type="checkbox"/> Consultant			Initiated By: _____
<input type="checkbox"/> Inspector			Title: _____
<input type="checkbox"/> File			Date: _____

Change Order Proposal Summary - EZ-PCO

- 1. Labor _____
- 2. Materials _____
- 3. Equipment _____
- 4. Subtotal _____

- 5. Subcontract Cost
 - a _____
 - b _____
 - c _____
 - d _____
 - e _____
- 6. Subtotal Subcontractors _____

- 7. Markup on Proposer's Costs _____
 - If Line 4 is >0, enter (0.25 x Line 4)
 - If Line 4 is <0, enter (0.15 x Line 4) as a credit

- 8. Markup on Sub Cost (Prime Only) _____
 - If Line 6 is >0, enter (0.05 x Line 6)
 - If Line 6 is <0, enter \$0
 - If subcontractor summary, enter \$0

- 9. Total Proposal \$ _____
 - Line 4 + line 6 + line 7 + line 8.

- 10. Proposed Time Extension (Prime Only) _____ days
 - (If schedule analysis and justification is not attached, enter zero.)

Project Number _____ Date _____

Company _____ PCO# _____

Summary For: Contractor _____

Subcontractor _____

Attach supporting documents with detailed cost breakdowns. Attach this form to each subcontractor proposal.

Instructions - Change Order Proposal Summary - EZ-PCO

Contractor shall complete and attach this form as a cover sheet for each price proposal for the prime contractor and for subcontractor proposals at any tier forming a part of the prime proposal.

Lines 1, 2, and 3. Authorized allowable labor, materials, and equipment by the firm performing the work and proposing the costs, whether prime or subcontractor. Include only costs directly and solely attributable to work described in the PCO. Do not include the types of cost listed as "indirect/overhead" below. See GC Section 7.6 through 7.8.

Line 5. Authorized allowable costs proposed by subcontractors at the next lower tier. See GC Section 7.9.

Line 7. For added work, see GC Section 7.10.1 A credit of 15% for markup is applied to net credit costs at the contractor or subcontractor tier at which the costs occur, see GC Section 7.10.3.

Line 8. The aggregate of markups made at subcontract tiers shall not exceed 25%. See GC Section 7.9. No markup for intermediate subcontractors. See GC Section 7.10.2.

Do Not Include indirect and overhead costs in lines 1 through 4. The following list is not inclusive and serves only to present examples of the types of costs, which are included in allowable markups:

Salaries and Benefits

Principal Officer, Project Manager, Superintendent, General Foreman, Quality Control Representative, Estimator, Negotiator, Office Manager, Clerical, Receptionist.

Facilities

Office rental/depreciation: Storage trailer, Warehouse, Shops, Toilets, Washrooms, Yard, Temporary electric panel and circuits, Temporary lighting, Temporary plumbing & drainage, Transportation, connection, setup, installation, and removal charges, Cost of Facilities Capital.

Utility Expense

Electricity, gas, water, telephone, Janitorial, Trash removal and dump fees, Sanitary pump out.

Office Equipment & Vehicles

Personnel transport vehicle (car, pickup), General delivery vehicle, Company car, Yard equipment and machinery: Depreciation, Fuel, oil, filters, tires, maintenance, repairs; Storage Bins, Dumpsters Computer, Fax machine, Refrigerator, Coffee machine, Audio and video recorders, Cameras, Shoring.

Office Furnishings

Desks, tables, chairs, lamps, file cabinets, credenzas, bookcases, carpeting, draperies, dividers.

Small Tools

Shovels, pry bars, hammers, nail gun, screw gun, Hilti, skill saw, cutoff saw, hacksaw, pliers, snips, torches, hand drills, come-alongs, wrenches, calk guns, tape measures, levels, chalk lines, conduit bender, fish tape, water hose, etc.

Consumables

Paper, pens, pencils, office supplies, reusable lumber and form materials, tarpaulins, drinking cups, and toilet paper.

Safety Equipment

Ear protection, goggles, respirators, safety belts, first aid supplies, fire extinguishers.

Material Delivery, Offloading, and Handling Expense

General Office Expense

Bid preparation, Payment and performance bonds, Estimating, Planning, Marketing, Public relations, Entertainment, Safety and Security, Professional, Business, Contractor's license fees, Employee recruitment, termination, transportation, and relocation, Professional service fees, legal fees, court costs, litigation, arbitration. Idle facilities and capacity, Losses on contracts, Security, Transportation costs, Contributions and donations, General coverage, liability Insurance, Project general coverage insurance, Corporate Income Taxes, Stock and Bond dividends, Debt principal and interest payments; Jobsite cleanup, Mobilization and demobilization.

Change Order Administrative Expense

Takeoff & estimate, Proposal preparation & transmittal, Negotiation, Distribution, General supervision, Billing, Quality Control, Schedule update, As-Built update, Bond and Insurance Adjustment.

SECTION 01040

COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and General Conditions of the Contract including General and Supplementary Condition, and Division 1 Specification Sections apply to this Section.

1.02 SUMMARY

- A. Coordinate the Work; do not delegate the responsibility for coordination to any Subcontractor.
- B. This Contractor shall resolve differences or disputes concerning coordination, interference, or extent of Work of the various sections, and trades.

1.03 COORDINATION

- A. Coordinate scheduling, submittals and Work of the various Specification Sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of all Work in preparation for Substantial Completion.
- C. Coordinate access to site for correction of defective Work and Work not in accordance with the Contract Documents to minimize disruption of Owner's activities.

1.04 ELECTRICAL AND MECHANICAL COORDINATION

- A. Verify that utility requirement characteristics of operating equipment are compatible with proposed building utilities. Coordinate work of all Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- B. Coordinate space requirements and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.
- C. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. This includes identified "Conduit or Pipe

Runs for Future Equipment". Coordinate locations of fixtures and outlets with finish elements.

1.04 COORDINATION DRAWINGS

- A. Prepare coordination drawings, if required, and submit prints of the drawings before beginning fabrication or delivery of materials to the Project site. The prints will not be reviewed or approved, but will be received as an indication that the Contractor has performed coordination functions.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01040

SECTION 01045

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and General Conditions of the Contract including General and Supplementary Conditions, and Division 1 Specification Sections apply to this Section.

1.02 DESCRIPTION:

- A. Work Included: This Section establishes general requirements pertaining to cutting, fitting, and patching of the work required to:
 - 1. Make the several parts fit properly.
 - 2. Uncover work to provide for installation, inspection, or both of ill-timed work.
 - 3. Remove and replace work not conforming to requirements of the Contract Documents.
 - 4. Remove and replace defective work.

1.03 QUALITY ASSURANCE

- A. Perform all cutting and patching in accordance with pertinent requirements of the specifications and in the event no such requirements are determined, in conformance with the Architect's written direction.
- B. In all cases, exercise extreme care in cutting operations and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting damage, etc., will not be tolerated, and the Contractor will be held responsible for such avoidable or willful damage.
- C. All replacing, patching, and repairing of materials and surfaces cut or damaged in the execution of the work shall be performed by experienced mechanics of the several trades involved. Such replacing, repairing, and/or patching shall be done with the applicable materials, in such a manner that all surfaces so replaced, etc., will upon completion of the work, match the surrounding similar surfaces.

1.04 SUBMITTALS

- A. Request for the Architect's Consent:
 - 1. Prior to cutting which affects structural safety, submit a written request to the Architect for permission to proceed with cutting.
 - 2. Should conditions of the work, or schedule, indicate a required change of materials or methods for cutting and patching, notify the Architect and secure his written permission prior to proceeding.
- B. Notices to the Architect:
 - 1. Submit written notice to the Architect designating the time the work will be uncovered, therefore providing a time for the Architect's observation.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. For replacement of work removed, use materials which comply with each pertinent Section of these specifications.

PART 3 - EXECUTION

3.01 CONDITIONS

- A. Inspect existing conditions, including elements subject to movement or damage during cutting and patching.
- B. After uncovering the work, inspect conditions affecting installation of new work.

3.02 DISCREPANCIES

- A. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.
- B. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.
- C. Provide all required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the work.
- D. Beginning of cutting or patching means acceptance of existing conditions.

3.03 PREPARATION

- A. Provide temporary supports to ensure structural integrity of existing material. Provide devices and methods to protect other portions of Facility from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work.

3.04 PERFORMANCE

- A. Perform cutting and demolition by methods which will prevent damage to other portions of the work and will provide a proper surface to receive new installation or repair and new work. Perform fitting and adjustment of products to provide finished installation complying with the specified tolerance and finishes.

END OF SECTION 01045

SECTION 01200

MEETINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and General Conditions of the Contract including General and Supplementary Conditions, and Division 1 Specification Sections apply to this Section.

1.02 DESCRIPTION:

- A. Project Meetings are held to enable an orderly review of the work as it progresses on a periodic basis (weekly). It also provides an opportunity for systematic discussion of cost, schedule, problems and solutions. The Architect will conduct project meetings throughout the construction period.
- B. The Contractor's relationship with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and are not a part of project meetings content.
- C. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.03 MEETING RESPONSIBILITIES:

- A. To the maximum extent practicable, advise the Architect at least three (3) working days in advance of project meetings regarding all items to be added to the agenda.
- B. The Architect will compile minutes of each project meeting and will furnish copies to the Contractor. The Contractor may make and distribute such other copies as he wishes.

PART - 2 EXECUTION:

2.01 MEETING SCHEDULE:

- A. Except as noted below the pre-construction meeting, project meetings will be held on a weekly basis or more frequently if required. Meeting dates and times will be coordinated in an effort to allow all parties whose participation is essential.

2.02 MEETING LOCATION:

- A. To the maximum extent practicable, meetings will be held at the job site.

2.03 PRECONSTRUCTION MEETING:

- A. The Architect will conduct the pre-construction meeting which shall be scheduled within ten (10) days after the Owner has issued the Notice to Proceed. It will be attended by authorized representatives of the Contractor, all major Subcontractors, the Architect, the Owner, and other interested parties.
- B. Minimum Agenda: Distribute data on, and discuss:
 - 1. Organizational arrangement of Contractor's forces and personnel, personnel of subcontractors, materials suppliers, Architect, and Owner.
 - 2. Channels and procedures for communications.
 - 3. Construction schedule, including sequence of critical work. A three week schedule will be prepared and updated for each project meeting and utilized by the Contractor as well as the overall project schedule.
 - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the Architect for review. Contractor to provide list of major equipment deliveries and priorities.
 - 6. Project coordination
 - 7. Processing of field decisions and Change Orders.

8. Rules and regulations governing performance of the Work.
9. Procedures and responsibilities regarding Project Record Documents.
10. Procedures and responsibilities regarding operations and maintenance information and training Owner's personnel.
11. Procedures for safety and first aid, security, quality control, housekeeping, and other related matters.
12. Personnel Resumes.
13. Construction Phasing and Cash Flow.
14. Placement of Temporary Facilities and Utilities.
15. Security Procedures
16. Schedule of Major Equipment Suppliers.

2.04 BILLING MEETINGS:

- A. Contractor shall schedule and hold a billing meeting at least five days prior to the end of each pay period for the purpose of agreeing on the percentage of the Work completed up to that date and establishing the amount to be requested in the Application for Payment.
- B. Location: As arranged and agreed to by attendees.
- C. Attending shall be City's Project Manager, Architect, Inspector and Contractor's Superintendent.
- D. Following the billing meeting, prepare formal Application for Payment on City designated forms, and submit to City's Project Manager for certification and approval

2.05 PRE-INSTALLATION MEETINGS:

- A. The Contractor shall conduct a pre-installation meeting at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect-Engineer of scheduled meeting dates.

- B. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - 1. Contract Documents.
 - 2. Shop Drawings, Product Data and quality control Samples.
 - 3. Compatibility problems.
 - 4. Time schedules.
 - 5. Weather limitations.
 - 6. Manufacturers recommendations.
 - 7. Compatibility of materials.
 - 8. Acceptability of substrates.
 - 9. Governing regulations.
 - 10. Safety.
 - 11. Inspection and testing requirements.
 - 12. Required performance results.
 - 13. Recording requirements.
 - 14. Protection.

- C. The Contractor shall record significant discussions and agreements and disagreements of each meeting, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect-Engineer.

- D. Do not proceed if the meeting cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the meeting at the earliest feasible date.

2.06 PROJECT MEETINGS

- A. The Architect-Engineer will conduct the weekly project meetings. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the Work are involved.
- B. Minimum Agenda:
 - 1. Review, revise as necessary, and approve minutes of previous meeting.
 - 2. Review progress of the Work since last meeting, including status of submittals for approval.
 - 3. Present and discuss Contractors updated three week schedule.
 - 4. Identify problems which impede planned progress.
 - 5. Develop corrective measures and procedures to regain planned schedule.
 - 6. Discuss changes in the work.
 - 7. Complete other current business.
 - 8. Review Progress Report.
 - 9. Review as-built drawings.
 - 10. Verify procurement activities and discuss associated lead times.

2.07 PRE-INSTALLATION MEETINGS

- A. Responsibilities:
 - 1. Contractor shall prepare and keep records of pre-installation meetings.

2. Architect shall prepare and keep records of all other meetings involving the Owner, Contractor and Architect.
3. The Contractor shall maintain on site a binder containing all the meeting minutes for this project, available for review by the Architect, Owner or Engineers.

2.08 GUARANTIES / WARRANTIES, SERVICE & MAINTENANCE CONTRACTS
REVIEW MEETING

- A. Eleven months following date of final acceptance, the City shall hold a meeting for the purpose of review of guaranties/warranties, bonds and service & maintenance contracts for materials and equipment. Contractor shall take action as appropriate to implement repair or replacement of defective items, and to extend service and maintenance contracts, as required.
- B. Attending shall be City's Project Manager, Architect, Project Inspector, Contractor, Contractor's Superintendent, Major Subcontractors, Suppliers and others as appropriate.

PART 3 EXECUTION

Not Used

END OF SECTION 01200

SECTION 01313
CERTIFICATION OF COMPLIANCE

The Contractor does hereby certify that all work has been performed and materials supplied in accordance with the drawings, specifications and Contract Documents for the above Work, and that:

No less than the prevailing rates of wages as ascertained by the governing body of the Contracting agency has been paid to laborers, workmen and mechanics employed on this Work;

There have been no unauthorized substitutes of Subcontractors; nor have any subcontractors been entered into without the names of the Subcontractors having been submitted to the Owner prior to the start of such subcontracted work;

No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to the Owner together with the names of all Subcontractors;

All claims for material and labor and other service performed in connection with these specifications have been paid;

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this day _____, 2____.

Firm Name _____

Signature _____

Title _____

(Attest) _____

(SEAL IF BIDDER IS A CORPORATION)

As determined necessary, evidence of compliance may be required to be submitted with and made a part of this Certificate of Compliance.

SECTION 01340
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Submit, to the Architect shop drawings, product data and samples required by Specifications Sections or as specifically requested by Architect.
- B. Related requirements specified elsewhere:
 - 1. Section 01311: Project Schedule
 - 2. Section 01700: Contract Closeout:
 - 3. Section 01780: Record Documents
- C. The Contractor shall prepare and submit to Architect with Construction Schedule, a separate schedule listing dates for submission of all required shop drawings, product data and samples, tied into Construction Schedule with appropriate logic.

1.02 SHOP DRAWINGS

- A. Original drawings, prepared by Contractor, subcontractor, manufacturer, supplier or distributor, which illustrate some portion of the Work showing fabrication, layout, setting or erection details.
- B. Shop drawings shall be prepared for this particular project. Drawings prepared specifically for other projects and revised for this project will be rejected.
- C. When necessary, base shop and setting drawings upon actual measurements taken at site and other job conditions. Show any variations and revisions to Contract Documents that are necessary for proper installation of work. Fabrication or installation of work shall not be started until shop or setting drawings have been checked and returned with "furnish as submitted" or "furnish as corrected" indicated by Architect.
- D. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
- E. Submit shop drawings, required by Contract Documents for execution of Work, to Architect not later than 15 days prior to contemplated or actual need in shop or at site, and earlier where more time may be required for review.
- F. Provide shop drawings with cross-reference to drawing and detail numbers on Contract Drawings to facilitate review.
- G. Provide shop drawings which demonstrate to Architect that:

1. Contractor understands design concept of certain portions of Work.
 2. Equipment and material to be provided meet design and technical requirements of Contract Documents.
 3. Methods of fabrication and installation.
- H. After review, reproduce and distribute in accordance with Section 01300.

1.03 PRODUCT DATA

- A. Manufacturer's standard schematic drawings:
1. Modify drawings to delete information that is not applicable to project.
 2. Supplement standard information to provide additional information applicable to project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance chart, illustrations and other standard descriptive data.
1. Clearly mark each copy and identify pertinent materials, products or models.
 2. Show dimensions and clearances required.
 3. Show performance characteristics and capacities.
 4. Show wiring diagrams and controls.
- C. Submit product data required by Contract Documents for execution of work, to Architect not later than 15 days prior to contemplated or actual need in shop or at site, and earlier where more time may be required for review. See Section 01300.
- D. Provide product data with cross-reference to Specifications Section of Project Manual to facilitate review.
- E. Submit number of copies per section 01300.
- F. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents.

1.04 SAMPLES

- A. Provide physical examples to illustrate materials, equipment or workmanship and to establish standards by which completed work is judged.
- B. Office Samples: Of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 2. Full range of color samples.
 3. After review, samples may be used in construction of Project.

4. Include identification on each sample, with full Project information.
 5. Submit samples in ample time for review or selection, as applicable, so as to not delay Work.
 6. Take into account delivery time of all manufactured items when submitting samples.
- C. Submit samples of size and quantity specified, or, if not specified, of sufficient size and quantity to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Submit samples of finishes from full range of manufacturers' standard colors, or in specified custom colors, textures, and patterns, for Architect selection.
- E. Field Samples:
1. Construct each sample complete, including work of all trades required in finished Work.
 2. After acceptance, where appropriate and upon Architect written approval, field samples may be incorporated into Project.
 3. When directed, remove field samples not incorporated into Project from site.

1.05 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.06 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

1.07 REQUIRED SUBMITTAL QUANTITIES TO ARCHITECT

Prints

- A. Construction Schedule:

CITY OF SACRAMENTO
STANDARD SPECIFICATIONS

- 1. 8-1/2 x 11 inch size: 7
- 2. Larger than 8-1/2 x 11 inch: 7
- B. Survey Date:
 - 1. 8-1/2 x 11 inch: 7
 - 2. Larger than 8-1/2 x 11 inch: 7
- C. Shop Drawings:
See specific section covering Shop Drawing submittal requirements.
- D. Product Data:
 - 1. 8-1/2 x 11 inch: 7
 - 2. Larger than 8-1/2 x 11 inch: 7
- E. Office Samples:
See specific section covering product or material.
- F. Field Samples:
See section covering specific system.
- G. Schedule of Values 2

1.08 CONTRACTOR RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission.
- B. Verify:
 - 1. Field measurements.
 - 2. Field Construction criteria.
 - 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of Work and Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect's review.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Architect's review of submittals.
- F. Notify the Architect, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. Begin no work that requires submittals until return of submittals with Architect's stamp and initials or signature indicating review.
- H. After Architect's review, distribute copies.

1.09 SUBMITTAL REQUIREMENTS

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for review, for securing necessary approvals, for possible revision and re-submittals and for placing orders and securing delivery. Submission of all shop drawings shall be through the General Contractor.
- B. Submit one (1) original and six (6) prints of shop drawings. These will be distributed as follows: Original plus (1) copy to remain with the Architect, (2) for the city, (1) which will be returned, and (3) copies of product data which Contractor requires for distribution. Should the contractor require more copies for his use, he shall provide additional copies at no cost to the owner.
- C. Submit number of samples specified in each specification section.
- D. Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items. Partial submittals may be rejected.
- E. Accompany submittals with transmittal letter, in duplicate, containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. The number of each shop drawing, product data and sample submitted.
 - 5. Notification of deviations from Contract Documents.
 - 6. Specifications section it represents
- F. Submittals shall include:
 - 1. Date and revision dates
 - 2. Project title and number
 - 3. The name of:
 - a. Architect / Engineer
 - b. Contractor
 - c. Subcontractor
 - d. Supplier
 - e. Manufacturer
 - f. Separate detailer when pertinent
 - 4. Identification of product or material
 - 5. Relation to adjacent structure or materials
 - 6. Field dimensions, clearly identified as such
 - 7. Specifications section number
 - 8. Applicable standards, such as ASTM number or Federal Specification
 - 9. A blank space, for Architect review stamp

10. Identification of deviations form Contract Documents
11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

1.10 RESUBMITTAL REQUIREMENTS

- A. Shop Drawings:
 1. Revise initial drawings as required and resubmit as specified for initial submittal.
 2. Indicate on drawings any changes that have been made other than those requested by Architect.
 3. Product data and samples: Submit new data and samples as required for initial submittal.

1.11 ARCHITECT'S DUTIES

- A. Review submittals with reasonable promptness as mutually agreeable among the various parties.
- B. Review for:
 1. Design concept of project.
 2. Information given in Contract Documents
- C. Review of separate item does not constitute review of an assembly in which item functions.
- D. Affix stamp and initials or signatures certifying the review of submittal.
- E. Return submittals to Contractor for distribution.
- F. The Architect may immediately reject any item without further review if it is not:
 1. Accompanied by a transmittal letter containing the required information.
 2. Submitted as a reproducible.
 3. Stamped "approved" by the Contractor.
- G. The review will be for conformance to the design concept and compliance with information given in the Contract Documents. The Architect will make notations directly on the reproducible.
- H. The review is intended to foresee unacceptable products and to avoid the possibility of their rejection at the site. The review shall not be construed as:
 1. Permitting a departure from the Contract Documents, unless specifically so noted.
 2. Relieving the Contractor of the responsibility for errors or omissions.

3. Acceptance of an assembly in which an approved item is a part.
 4. Approval of variations from previously approved items.
 5. Approval of dimensions.
- I. The Architect will review all samples. Such review will be for appearance only. Compliance with all other requirements is the responsibility of the Contractor.
 - J. Where the Contract Documents require the design of structural, mechanical or electrical systems or components of systems by a supplier, or where a Contractor initiates a change in the design of a system or component thereof, such systems or components shall be designed by a registered professional Architect or Engineer and all calculations submitted to this Architect for his records, prior to starting fabrication or installation of the Work. This Architect will not be responsible for the designs of such other professional Architects or Engineers.

1.12 VARIATIONS FROM CONTRACT DOCUMENTS

- A. If the Architect determines a variation from the Contract Documents is in the best interest of the Owner, and it does not involve change in the Contract price or item, the Architect, with the Owner's concurrence, may permit such variation.
- B. Unless the Architect receives immediate written notification, he will assume the Contractor approves any variation shown.
- C. If the Contractor fails to mention variations from the Contract Documents, he will not be relieved of the responsibility for executing the Work in accordance with the Contract Documents.
- D. When a variation from the Contract Documents is permitted and such variation involves corresponding adjustments in an adjacent or related item, the responsibility for making and paying all costs for such adjustment rests with the Contractor requesting the original variation.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01340

SECTION 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. See also the Schedule of Values Form in the Contract.

1.02 DESCRIPTION

- A. Work Included: Provide detailed Schedule of Value breakdowns, of the agreed Contract Sum, showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.
- B. Related Work
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, Conditions of the Contract, and Sections in Division 1 of these Specifications.
 - 2. Schedule of Values is required by the Conditions of the Contract.
 - 3. Schedule of Values is required to be compatible with the "continuation sheet" accompanying applications for payment.

1.03 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Architect, provide copies of the subcontracts or other data acceptable to the Architect, substantiating the sums described.

1.04 SUBMITTALS

- C. Prior to first application for payment, submit a proposed Schedule of Values through the Architect to the Owner.
 - 1. Meet with the Architect and determine additional data, if any, required to be submitted.

2. Secure the Architect's approval of the Schedule of Values prior to submitting first application for payment.
3. Detail shall include, at a minimum, by site.
 - a. By building and/or site
 - b. By trade
 - c. By major activity
 - d. By activity
 - e. Equipment costs
 - f. Mobilization/submittal costs
 - g. Closeout services
4. Submit anticipated pay application draw (including Conditions of the Contract) for each month of the Project.

END OF SECTION 01370

SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 DESCRIPTION:

A. Section Includes:

1. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water and sanitary facilities.
2. Temporary Controls: Barriers, enclosures and fencing, protection of the Work and water control.
3. Construction Facilities: Access roads, parking, progress cleaning, and temporary buildings.
4. Removal: Utilities, facilities, and controls.

B. Related Sections:

1. Section 01710: Cleaning.

1.02 TEMPORARY UTILITIES

A. Temporary Electricity:

1. Provide and pay for power service required from Utility source.

B. Temporary Lighting:

1. Provide and maintain lighting for construction operations to achieve minimum lighting level of 2 watts/sq ft. Provide additional lighting for finish work where and when needed, or as required by the Contract Documents.
2. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails and lamps as required.
3. Maintain lighting and provide routine repairs.

C. Temporary Heat:

1. Provide and pay for heat devices and heat as required to maintain specified conditions for construction operations. Comply with codes, agencies, and regulations regarding usage of temporary space heaters.

D. Temporary Ventilation:

1. Ventilate enclosed areas to:

- a. Assist cure of materials.
 - b. Dissipate humidity.
 - c. Prevent accumulation of dust, fumes, vapors, or gases.
 - d. Provide local exhaust ventilation to prevent harmful dispersal of hazardous substances into atmosphere at all times.
- E. Temporary Telephone and Facsimile (FAX) Service:
- 1. Provide, maintain and pay for telephone service and facsimile (Fax) on a dedicated line, to field office at time of project mobilization.
 - a. Toll calls shall be paid by party making call.
 - b. Equip phone with answering machine.
 - 2. Maintain services from start of work through building occupancy.
- F. Temporary Water Service:
- 1. Provide, maintain and pay for suitable quality water service required for construction operations.
- G. Temporary Sanitary Facilities:
- 1. Provide and maintain adequate number of required facilities and enclosures (see list below) for use of all persons and trades employed on Work during construction period.
 - a. Toilet facilities.
 - b. Washing facilities.
 - c. Other facilities as required.
- H. Temporary First Aid Facilities: Provide adequate first aid facilities for construction personnel.
- I. Temporary Fire Protection:
- 1. Take all precautions to prevent possibility of fire resulting from construction operations. Particularly avoid hazardous accumulations of rubbish and unsecured flammable materials.
 - 2. Provide emergency fire extinguishing equipment of adequate type and quantity, readily available and properly maintained.
 - 3. Keep local Fire Department's telephone number prominently displayed near telephone.
- 1.03 TEMPORARY CONTROLS
- A. Barriers and Fencing
- 1. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

2. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
3. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
4. Provide temporary commercial grade chain link fencing at the limits of construction for the duration of the project, until Project has been accepted or occupied by Owner. Maintain site fencing as needed and equip with vehicular gates with locks.

B. Water Control:

1. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
2. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
3. Exercise care in cleaning out equipment, etc., so as to prevent materials from clogging catch basins and yard drains.
4. Leave all drainage items clean and in proper working condition.

C. Dust Control:

1. Utilize water application or other methods approved by the local jurisdiction to control dust on access roads and the project site to the satisfaction of the Architect. Maintain dust control operation to prevent flying dust from leaving the project site. Use power sweepers for street cleaning as necessary.
2. Vacuum clean interior surfaces of building prior to start of finish painting.
3. Continue vacuum cleaning on as-needed basis until building is ready for Substantial Completion or Occupancy.

D. Pollution Control:

1. Burning or burying of rubbish and waste materials on Site is prohibited. Provide dump box for collection of waste materials.
2. Disposal of volatile fluid wastes (such as mineral spirits, oil or paint thinner) in storm or sanitary sewer systems is prohibited.
4. Keep Site and surrounding areas clear of accumulations of waste material and rubbish resulting from operations under this Contract. Remove waste from Site immediately upon completion of Work.

E. Protection of Installed Work:

1. Do not remove temporary bracing and shoring until adequate permanent connections or structural elements are in final position and positively anchored.
2. Provide protective coverings at walls, projections, jambs, sills and soffits of opening.
3. Protect finished floors, stairs and other surfaces from traffic, dirt, wear, damage or movement of heavy objects, by protecting with durable sheet materials such as Tyvek.
4. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
5. Prohibit traffic from landscaped areas.

F. Vegetation Damage Control:

1. Protect all existing trees to remain on site from foliage, trunk, and root damage.
2. Provide barricades and maintain same around all trees, shrubs or other landscaped areas adjacent to work of this Contract to protect such areas from damage of any nature caused by construction operations.
3. Replace any plantings damaged or destroyed with plants of equivalent size, type and nature as approved by Architect.

G. Exterior Enclosures:

1. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection of Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification Sections, and to prevent entry of unauthorized persons.
2. Provide access doors with self-closing hardware and locks.
3. Provide temporary roofing as required.

H. Interior Enclosures:

1. Provide temporary partitions and ceilings as required to separate work areas from owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
 2. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces in accordance with ASTM E90 (maximum Flame Spread Rating of 75) and in accordance with ASTM E84.
- I. Security:
1. Provide security and facilities to protect Work from unauthorized entry, vandalism or theft.
 2. Provide temporary locks at all exterior doors after building is enclosed.
 3. Coordinate with Owner's Security program.

1.04 CONSTRUCTION FACILITIES

- A. Access Roads
1. Construct and maintain temporary access to public thoroughfares to serve construction area.
 2. Relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.
 3. Provide and maintain access to fire hydrants, free of obstructions.
 4. Provide means of removing mud from vehicle wheels before entering streets. Any dirt, mud or other debris tracked onto streets must be removed immediately.
 5. Provide barricades, warning signs, flagmen or other traffic regulators which may become necessary for protection of public, construction personnel and property.
- B. Parking:
1. Arrange for temporary parking areas to accommodate construction personnel, project visitors and Owner's Employees.
 2. When site space is not adequate, provide additional off-site parking as allowed by the local jurisdiction
 3. Do not allow construction personnel vehicle or equipment parking on existing pavement.

4. Designate one parking space each for Owner, and Architect.
- C. Progress Cleaning:
1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
 2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces prior to enclosing the space.
 3. Broom and vacuum clean interior areas prior to the start of surface finishing and continue cleaning to maintain a dust-free space during the finishing operations.
 4. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- D. Project Identification:
1. Provide one 4 x 8 foot project sign of MDO exterior grade plywood and wood frame construction, painted with exhibit lettering by professional sign painter to Architect's design and colors. Design supports, framing and surfaces to resist a minimum of 50 mph wind velocity.
 2. List title of project and logo, names of Owner, Architect, and Contractor as defined by the Architect's design.
 3. Erect on the site at location established by the Architect, and Owner.
 - a. Comply with requirements of authorities having jurisdiction.
 - b. Obtain and pay for any required permits.
 4. No other signs will be allowed without the Owner's permission except those signs required by law.
- E. Field Offices and Sheds:
1. General: Furnish and install field office building(s) adequate in size and accommodation for all Contractor's offices, job site meetings, superintendent's office, supply room, tool room, and Architect. Provide a 12 x 40 trailer for the City's Project Manger. Contractor shall provide telephone and fax connection for City Manager's use.
 2. The Contractor will provide the Architect with a space adequate in size and accommodation for job site meetings, and includes; a desk/chair, phone, phone line, computer connection access and use of facsimile and copy machines (when applicable).

1.05 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore Owner's property, and adjacent private and public property damages or used during construction, to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01500

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE:

- A. Warranty: Section 01700.
- B. Shop Drawings, Coordination Drawings and Schedules: Section 01300.
- C. Manufacturer's Data/Samples: Section 01300.

1.02 MATERIAL AND EQUIPMENT SELECTION:

- A. Comply with Standards and Specifications, including: size, make, type and quality specified.
- B. Manufactured and Fabricated Products:
 - 1. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be identical and by the same manufacturer.
 - 4. Provide products suitable for service conditions.
 - 5. Adhere to equipment capacities, sizes and dimensions shown or specified unless variations are specifically approved in writing.
- C. Use material or equipment only for purpose for which it is designed or is specified.
- D. Fabricate and install equipment to deliver its full rated capacity at the efficiency for which is was designed.
- E. Select and install equipment to operate at full capacity without excessive noise or vibration.
- F. Provide electrical products with Underwriters Laboratories label or as approved by the local inspection authority.

- G. All materials and products used in the construction of this project will be asbestos free in accordance with all applicable Federal, State and Local Authorities and Regulatory Agencies.

1.03 TRANSPORTATION AND HANDLING:

- A. Arrange deliveries of products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and assure products are properly protected and undamaged.
 - 3. The Contractor shall promptly return all defective materials without waiting for their rejection by the Architect.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.04 STORAGE AND PROTECTION:

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Protect equipment and systems from moisture, chemical or mechanical damage before and after installation.
 - 4. Protect shafts and bearing housings from rust.
- B. Exterior Storage:
 - 1. Store fabricated products above ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
 - 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Inspection: Arrange in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

D. Protection After Installation:

1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
2. Plug or cap pipe and conduit openings to prevent the entrance of foreign matter.
3. Remove when no longer needed.

1.05 ALIGNING JOINTS IN FINISH MATERIALS:

A. It shall be the responsibility of the Contractor to make certain in the installation of jointed floor, wall, and ceiling materials that:

1. The joints align through in a straight line and in both directions wherever possible.
2. The joints shall be symmetrically placed wherever possible.
3. If, because of the non-related sizes of the various materials and locations of openings, etc., it is not possible to accomplish the above, the Contractor shall meet the Architect at the site to determine the most satisfactory arrangement. The Contractor shall establish center lines for all trades.

1.06 SYSTEMS DEMONSTRATION:

- A. Prior to final inspection, demonstrate operation of each system to Architect and Owner.
- B. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01600

SECTION 01615
DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Provide for expeditious transportation and delivery of products to project site undamaged, on a schedule to avoid delay of the work.
- B. Provide equipment and personnel at the site to unload and handle products in a manner to avoid damage to products.
- C. Provide secure storage and protection for products to be incorporated into the work, and maintenance and protection for products after installation and until completion of the work.

1.02 DELIVERY

- A. Arrange deliveries of products in accord with construction schedules and in ample time to facilitate inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with work and conditions at site.
 - 1. Work of other contractors, or Owner.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
- C. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
- D. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.
- E. Immediately upon delivery, inspect shipment to assure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Containers and packages are intact, labels are legible.
 - 4. Products are properly protected and undamaged. Minor damages may be repaired, with approval of the Architect, provided the finish items are equal in all respects to new

work.

1.03 PRODUCT HANDLING

- A. Provide equipment and personnel necessary to handle products, by methods to prevent soiling or damage to products or packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring, or otherwise damaging products or surrounding surfaces.
- C. Handle products by methods to prevent bending or overstressing.
- D. Lift heavy components only at designated lifting points.

1.04 STORAGE

- A. Store products immediately on delivery, and protect until installed in the work. Store in accord with manufacturer's instructions, with seals and labels intact and legible.
- B. Store products subject to damage by elements in substantial weather-tight enclosures.
 - 1. Maintain temperatures within ranges required by manufacturer's instructions.
 - 2. Provide humidity control for sensitive products, as required by manufacturer's instructions.
 - 3. Store unpacked products on shelves, in bins, or in neat piles, accessible for inspection.
- C. Exterior Storage:
 - 1. Provide substantial platforms blocking, or skids to support fabricated products 4" above ground, prevent soiling or staining.
 - 2. Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Avoid use of nonvented plastic or canvas shelters that could create humidity chambers. Provide adequate ventilation to avoid condensation.
 - 3. Store loose granular materials on solid surfaces such as paved areas, or provide plywood or sheet materials to prevent mixing with foreign matter.
 - a. Provide surface drainage to prevent flow or ponding of rainwater.
 - b. Prevent mixing of refuse or chemically injurious materials or liquids.

- D. Arrange storage in manner to provide easy access for inspection.

1.05 MAINTENANCE OF STORAGE

- A. Maintain periodic system of inspection of stored products on schedules basis to assure that:
 - 1. State of storage facilities is adequate to provide required conditions.
 - 2. Required environmental conditions are maintained on continuing basis.
 - 3. Surfaces of products exposed to elements are not adversely affected. Any weathering of products, coatings, and finishes is not acceptable under requirement of Contract Documents.

1.06 PROTECTION AFTER INSTALLATION

- A. Provide protection of installed products to prevent damage from subsequent operations. Remove when no longer needed, prior to completion of work.
- B. Control traffic to prevent damage to equipment and surfaces.
- C. Provide coverings to protect finished surfaces from damage.

1.07 DAMAGED PRODUCTS

- A. Damaged or deteriorated materials shall be removed from the premises. Replace materials that have been damaged.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01615

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 DESCRIPTION:

- A. Section Includes:
 - 1. Description of Requirements.
 - 2. Closeout Procedures.
 - 3. Record Document Submittals in Autocad.
 - 4. Final Cleaning.
 - 5. System Start-Up.
 - 6. Testing.
 - 7. Training.
 - 8. Adjusting and Balancing.
 - 9. Operation and Maintenance Data on CD.
 - 10. Warranties and Bonds.
 - 11. Spare Parts and Maintenance Materials.
 - 12. Prerequisites to Substantial Completion.
 - 13. Prerequisites to Final Acceptance.
- B. Related Sections:
 - 1. Section 01010 - Summary of Work.

1.02 GENERAL REQUIREMENTS

- A. Definitions: Project Closeout is the terminology used to describe certain collective project requirements, indicating completion of Work, that shall be fulfilled near end of Contract time in preparation for Final Acceptance and occupancy of Work by the Owner, as well as final payment to Contractor and normal termination of Contract.
- B. Time of Contract Closeout is directly related to "Substantial Completion"; therefore, time of closeout may be either single time period for entire Work or series of time periods for individual elements of Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to other provisions of this Section.

1.03 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner / architect's review.
- B. Provide submittals to Owner / architect that are required by governing or other authorities.

- C. Submit written request for final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.04 RECORD DOCUMENT SUBMITTALS

- A. General: Specific requirements for Record Documents are indicated in individual Sections of these Specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in Section 01340 - Shop Drawings, Product Data, and Samples.
- B. Do not use Record Documents for construction purposes. Protect from deterioration and loss.
 - 1. Owner / architect will monitor Record Documents and compare to Contractor's payment application on monthly basis.
 - 2. Up-to-date Record Documents are prerequisite to Final Acceptance and approval of Final Payment Request.

C. Record Drawings:

- 1. Maintain record set of blue or black line prints of Contract Drawings and Shop Drawings in clean, undamaged condition. Accurately indicate depth of all concealed mechanical items, buried piping, locations of cleanouts, etc., from walls and centerlines utilizing standard industry practice. Provide to the Owner / architect prior to acceptance of the completed project one complete set of construction documents revised to show "As-Installed" conditions, including addenda and change order items.

Recording "As Built" Conditions:

- a. Record information carefully and neatly, with red ink on "Record Drawing" Set kept on site.
- b. Label each sheet "Record Drawing" in large, neat red letters. Label the record copy of other documents "Record".
- 3. Record the following information on the site "Record Drawings". Obtain verification of changes by Inspector's initialing of each change.
 - a. Changes made by Change Orders and other modifications.

- b. Locations of Work buried under and outside the building; such as plumbing and electrical lines and conduits. Establish locations of underground Work by dimensions to column lines or walls, locating turns, and by centerline or invert elevations and rates of fall.
- c. Locations of significant Work concealed inside the building whose general locations have been changed, as approved, from those shown on the Contract Documents. Give sufficient information to easily locate work concealed in the building.
- d. Locations of items, not necessarily concealed, which have been changed, as approved, from the locations shown on the Contract Documents.
- e. Nameplate data, description, and serial numbers of all equipment on equipment schedules.
- f. In addition to the previously specified requirements for Record Drawings:
 - 1. Keep up to date during the progress of the Work; make available to the City at any time.
 - 2. Furnish additional drawings as necessary for clarification.
 - 3. Record deviations from the sizes, locations and other features of installations shown in the Contract Documents.
 - 4. Drawing to scale:
 - a) Locate main runs of piping, conduit, ductwork and similar items by dimensions.
 - b) Locate other items either by dimensions or in relation to spaces within the building.
 - 5. Furnish clean Record Drawings, made from final Shop Drawings that have been updated to show actual conditions, as specified in the individual specification sections.
- D. Transmit to the City at time of acceptance of the Work and prior to final payment, using the site record drawings for reference, prepared final "Record As-Built Drawing" drawings on permanent, reproducible prints of original Construction Documents and all shop drawings.

In addition, provide one copy of all Record As-Built Drawings in AutoCad format (version 2005 or later) and one PDF copy of same drawings. AutoCad drawings shall be fully modifiable.

- E. Specifications and Addenda:
1. Mark each Specification Section to record:
 - a. Manufacturer, trade name, catalog number and supplier of each product and item actually incorporated in the Work.
 - b. Changes made by Change Order and other modifications.
- F. Large-scale layout drawings:
1. The preparation of large-scale, detailed layout drawings may be required for the work of Division's 15 and 16 of these Specifications. These layout drawings are not Shop Drawings as defined by the Contract Documents, but, together with Shop Drawings or layout drawings of other affected Work, are used to check, coordinate and integrate the various types of work.
 2. If furnished, include the layout drawings as part of the Project Record Drawings.
- G. Sign and date the completed Project Record Documents and submit them to the City for review and acceptance prior to any request for verification of Substantial Completion.
1. Mark-up set of Record Drawings to show actual installation where installed work varies substantially from work as originally shown.
 2. Mark whichever Drawing (Contract Drawings or Shop Drawings), are most appropriate and most capable of showing actual "field" condition fully and accurately. Consolidate information on complete systems or units of work on minimum number of Drawing Sheets required to properly document changes.
 3. Give particular attention to concealed work that would be difficult to measure and record at later date.

4. Mark record set with red erasable pencil and where feasible, use other color to distinguish between variations in separate categories of Work.
5. Show all backing material and other embedded or concealed items required for installation of future work by Owner.
6. Organize Record Drawing sheets into manageable sets, separated by construction discipline, and bind with durable cover sheet. Print suitable titles, dates and other identification on cover of each set.

D. Record Specifications:

1. Maintain one complete copy of Project Manual, including Specifications and Addenda, and one copy of other written Construction Documents such as change orders, supplemental instructions and similar modifications issued in printed form during construction.
2. Mark these documents to show substantial variations in actual Work performed in comparison with text of Specifications and modifications issued.
3. Note related Record Drawing information and Product Data, where applicable.
4. Upon completion of Work, submit Record Specifications to Architect for Owner's records. Provide one copy of Record Specifications in modifiable Microsoft Word (Version 2003 or later) and one PDF copy.

E. Record Product Data:

1. Maintain one copy of each Product Data submittal approved for Project.
2. Mark documents to show significant variations in actual work performed in comparison with submitted information.
3. Include both variations in products as delivered to Site and variations from manufacturer's instructions and recommendations for installation.
4. Give particular attention to concealed products and portions of Work that cannot otherwise be readily discerned at later date by direct observation.

5. Note related change orders and markup of Record Drawings and Record Specifications.
6. Upon completion of mark-up, and no later than Final Acceptance of the Project, provide written verification that all Record Product Data has been transmitted to Owner / architect for Owner's records. Provide one copy of all Record Product Data in PDF format.

F. Record Sample Submittal:

1. Immediately prior to date or dates of Substantial Completion, Contractor shall meet at Site with Architect and Owner's representative to determine which, if any, of submitted Samples that have been maintained by Contractor during progress of Work, shall be submitted to Owner for record purposes.
2. Comply with delivery to Owner's designated location.

G. Miscellaneous Record Submittals:

1. Refer to other Sections of these Specifications for requirements of miscellaneous record keeping and submittals in connection with actual performance of work.
2. Immediately prior to date or dates of Substantial Completion complete miscellaneous records and place in good order, properly identified and bound and filed, ready for continued use and reference.
3. Submit to Owner / architect for Owner's records.

1.05 FINAL CLEANING

- A. Cleaning: Provide final cleaning of Work prior to Final Inspection at time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to condition expected from normal commercial building cleaning and maintenance program. Comply with manufacturer's recommendations. Complete following cleaning operations before requesting Owner / architect's review for Certification of Substantial Completion:
1. Clean equipment and fixtures to sanitary condition.
 2. Clean or replace filters of operating equipment.

3. Clean debris from roofs, gutters, downspouts, and drainage systems.
 4. Clean mechanical and electrical equipment and spaces, including tops of pipes, ducts, equipment, etc.
 5. Re-clean areas or equipment, after final inspection, if dirtied as result of Contractor's work in preparing for final inspection or completion of punchlist.
- B. Removal of protection: Except as otherwise indicated or requested by Owner / architect, remove temporary protection devices and facilities which were installed during course of Work to protect previously completed Work during remainder of construction period or to protect public.
- C. Compliance:
1. Comply with safety standards and governing regulations for cleaning operations.
 2. Do not burn waste materials at Site.
 3. Do not bury debris or excess materials on Owner's property.
 4. Do not discharge volatile or other harmful or dangerous materials into drainage systems.
 5. Remove waste materials from Site and dispose of in lawful manner. Recycle all potential recyclables at nearest recycling center.

1.06 WARRANTIES

- A. Submittal Form:
1. Issue copies of each warranty as indexed section of Operation and Maintenance Manual. **Provide electronic copy of O&M manual on CD.**
 2. Separate each warranty with index tab sheets keyed to Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier and manufacturer, with address and telephone number of responsible principal.
- B. Preparation of Submittals:
1. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item or work. Except for

items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial Completion is determined.

2. Verify that documents are in proper form, and contain full information.
3. Provide one copy of all warranties and guarantees in PDF format.
4. Retain warranties and bonds until time specified for submittal. All warranties and bonds shall be notarized.

1.07 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. General: Complete the following before requesting Owner / architect's review for certification of Substantial Completion, either for entire Work or for portions of Work. List known exceptions in request.
 1. In progress payment request that coincides with, or is first request following date Substantial Completion is claimed, show either 100% completion for portion of Work claimed as "substantially complete", or list incomplete items, value of incomplete Work, and reason for Work being incomplete.
 2. Include supporting documentation for completing as indicated in these Contract Documents.
 3. Submit statement showing accounting of changes to Contract Sum.
 4. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
 5. Deliver tools, spare parts, extra stock of material and similar physical items to Owner.
 6. Complete start-up testing of systems, Performance Periods, and instruction of Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools and facilities mock-ups and similar elements.
 7. Complete final cleanup requirements, including touch-up painting of blemished surfaces.
 8. Test fire and life safety systems in presence of Owner's Representative, Architect and City officials.

9. Obtain other approvals as required.
 10. Complete major punchlist items.
 11. Contractor shall submit copy of Contractor's Punch list to Owner / architect, clearly stating that building is ready for review with exception of items noted in Contractor's Punchlist.
- B. Review procedure: Upon receipt of Contractor's request for review, Owner / architect will either proceed with review or advise Contractor of unfulfilled prerequisites.
- C. Following initial review, Owner / architect will either prepare Certificate of Substantial Completion or will advise Contractor of Work that must be performed before Certificate will be issued.
- D. Results of completed review will form initial "punchlist" for final acceptance.

1.08 FINAL INSPECTION

- A. When Contractor considers Work complete, he shall submit written certification that:
1. Contract Documents have been reviewed.
 2. Contractor has inspected Work for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. The Project, properties, and streets are finally cleaned of debris and dirt caused by Contractor operations.
 5. Work is complete and ready for final inspection.
- B. Owner / architect will inspect Work to verify completion status as soon as possible after receipt of Contractor's certification.
- C. Should Owner / architect consider Work incomplete or defective:
1. Owner / architect will promptly notify Contractor in writing listing incomplete or defective work.
 2. Contractor shall immediately remedy deficiencies, and send second written certification to Owner / architect that the Work is complete.
 3. Owner / architect will re-inspect the Work.
- D. When Owner / architect finds the Work acceptable under Contract Documents, the Contractor shall make closeout submittals.

1.09 REINSPECTION FEES

- A. Should Owner / architect be required to make more than two Substantial inspections or one Final inspection due to Contractor's failure to correct specified deficiencies, the Contractor shall bear all costs (including compensation for the Owner / architect's additional services) made necessary thereby.

1.10 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor shall submit to the Owner / architect the following:
 - 1. Contractor's Affidavit of Payment of Debt and Claims (AIA Documents G706, or similar form approved by the Architect and Owner).
 - 2. Contractor's Affidavit of Release of Liens (AIA Documents G706A or similar form approved by the Architect and Owner) including the following:
 - a. Contractor's Release or Waiver of Liens.
 - b. Separate releases or Waivers of Lien for each Subcontractor, supplier, and others with lien rights against Owner's property, together with list of those parties.
- B. Duly sign and execute all submittals, before delivery to Owner / architect.

1.11 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to Owner / architect, including the following:
 - 1. Original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Deductions for uncompleted Work. (if any)
 - c. Deductions for Liquidated Damages. (if any)
 - d. Deductions for Re-inspection Payments (if any)
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous Payments
 - 5. Sum remaining due.
- B. The Owner / architect will prepare and issue final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

1.12 FINAL APPLICATION FOR PAYMENT

- A. Follow procedures specified in General and Supplementary General Conditions.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01700

SECTION 01710
CLEANING

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Work included: Throughout the construction period, maintain the project site where work is carried out in a standard of cleanliness as described in this section.
- B. Related work described elsewhere: In addition to standards described in this Section, comply with all requirements for cleaning as described in other various Sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Inspection: Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.
- B. Codes and Standards: In addition to the standard described in this section, comply with all pertinent requirements of governmental agencies having jurisdiction.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

- A. Provide all required personnel, equipment, and materials needed to maintain specified standard of cleanliness.

PART 3 EXECUTION

3.01 PROGRESS CLEANING

- A. General:
 - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
 - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
 - 3. Provide adequate storage for all items, awaiting removal from the job site, observing all requirements for fire prevention and protection of the ecology.
- B. Site:
 - 1. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy, or otherwise service. All arrangements to meet the

requirements of paragraph 3.01, A.1. above.

2. Maintain the site in a neat and orderly condition at all times to the satisfaction of the Architect.

3.02 DUST CONTROL

- A. Maintain continuous cleaning and wetting procedures to control dust pollution at project site and haul routes as required by governing authorities and the Contract Documents. Use power sweepers for street cleaning.
- B. Schedule cleaning so that resultant dust and contaminants will not fall on wet or newly coated surfaces.

3.03 FINAL/CLOSEOUT CLEANING

- A. Cleaning: Provide final cleaning of Work prior to Final Inspection at time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to condition expected from normal commercial building cleaning and maintenance program. Comply with manufacturer's recommendations. Complete following cleaning operations before requesting Architect's review for Certification of Substantial Completion:
 1. Clean equipment and fixtures to sanitary condition.
 2. Clean or replace filters of operating equipment.
 3. Clean debris from roofs, gutters, downspouts, and drainage systems.
 4. Clean mechanical and electrical equipment and spaces, including tops of pipes, ducts, equipment, etc.
 5. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign matter from sight exposed interior and exterior surfaces.
 6. Hose-clean exterior paved surfaces, rake clean other surfaces of grounds.
 7. Re-clean areas or equipment, after final inspection, if dirtied as result of Contractor's work in preparing for final inspection or completion of punchlist.
- B. Removal of protection: Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during course of Work to protect previously

completed Work during remainder of construction period or to protect public.

C. Compliance:

1. Comply with safety standards and governing regulations for cleaning operations.
2. Do not burn waste materials at Site.
3. Do not bury debris or excess materials on Owner's property.
4. Do not discharge volatile or other harmful or dangerous materials into drainage systems.
5. Remove waste materials from Site and dispose of in lawful manner.

END OF SECTION 01710

SECTION 01750
WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified Warranties and Bonds.
- B. Compile specified Service and Maintenance Contracts.
- C. Review submittals to verify compliance with Contract Documents.

1.02 RELATED REQUIREMENTS

- A. Bid Bond: See General and Supplementary General Conditions.
- B. Performance Bond and Labor and Material Payment Bond: See General and Supplementary General Conditions.
- C. Warranty of Work After Final Payment: See General and Supplementary General Conditions.
- D. Contract Closeout: Section 01700.

1.03 SUBMITTAL REQUIREMENTS

- A. Assemble Warranties, Bonds, and Service and Maintenance Contracts, executed by each of the respective Manufacturer, Suppliers and Subcontractors.
- B. Number of original signed copies required: Four (4) each.
- C. Table of Contents: Neatly type in orderly sequence.
- D. Provide complete information for each item:
 - 1. Product or Work Item.
 - 2. Firm, with name of principal, address, and telephone number.
 - 3. Beginning date of Warranty, Bond, or Service and Maintenance Contract.
 - 4. Duration of Warranty, Bond, or Service and Maintenance Contract.
 - 5. Provide the following information for Owner's Personnel:
 - a. Procedure in case of failure or malfunction.
 - b. Instances which affect Warranty or Bond validity.

6. Contractor, name of responsible principal, address, and telephone number.

1.04 SUBMITTAL FORM

- A. Punch sheets for 3-ring binder.
- B. Size: 8-1/2 x 11 inches.
- C. Fold larger sheets to fit into binder.
- D. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS": List:
 1. Title of Project.
 2. Name of Contractor.

1.05 SUBMITTAL TIME

- A. See Section 01700

1.06 SUBMITTAL LOCATION

- A. Bind with Owner's Maintenance Manual specified in Section 01700.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01750

SITE GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SACRAMENTO AND THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REFORMATION SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REFORMATION SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REFORMATION SERVICES.
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ALLOWABLE AREA CALCULATION - SEE SCHEDULE 1

ITEM	DESCRIPTION	AREA (SQ. FT.)
1	STATION	1,000
2	OFFICE	2,000
3	TRAINING	3,000
4	RECREATION	4,000
5	MEALS	5,000
6	REST	6,000
7	STORAGE	7,000
8	VEHICLE	8,000
9	LANDSCAPE	9,000
10	UTILITY	10,000
11	MECHANICAL	11,000
12	ELECTRICAL	12,000
13	TELEPHONE	13,000
14	POSTAL	14,000
15	RECEPTION	15,000
16	SECURITY	16,000
17	MAINTENANCE	17,000
18	REPAIR	18,000
19	REPLACEMENT	19,000
20	RECONSTRUCTION	20,000
21	RENOVATION	21,000
22	RESTORATION	22,000
23	REPAIR	23,000
24	REPLACEMENT	24,000
25	RECONSTRUCTION	25,000
26	RENOVATION	26,000
27	RESTORATION	27,000
28	REPAIR	28,000
29	REPLACEMENT	29,000
30	RECONSTRUCTION	30,000
31	RENOVATION	31,000
32	RESTORATION	32,000
33	REPAIR	33,000
34	REPLACEMENT	34,000
35	RECONSTRUCTION	35,000
36	RENOVATION	36,000
37	RESTORATION	37,000
38	REPAIR	38,000
39	REPLACEMENT	39,000
40	RECONSTRUCTION	40,000
41	RENOVATION	41,000
42	RESTORATION	42,000
43	REPAIR	43,000
44	REPLACEMENT	44,000
45	RECONSTRUCTION	45,000
46	RENOVATION	46,000
47	RESTORATION	47,000
48	REPAIR	48,000
49	REPLACEMENT	49,000
50	RECONSTRUCTION	50,000

REVISIONS
A PLAN DECK CORRECTIONS 30 APRIL 1971

PROFESSIONAL ARCHITECT
KIMBERLY M. ANDERSON
1000 J STREET, SUITE 100
SACRAMENTO, CALIF. 95811

CLIENT
WILLIAM J. KINNEY
POLICE FACILITY
SACRAMENTO POLICE DEPARTMENT

CITY OF SACRAMENTO
DEPARTMENT OF GENERAL SERVICES
FACILITY MANAGEMENT DIVISION

SITE PLAN

PROJECT NO. F1277.00-A-011.0000

DATE 10/1/70

SCALE 1" = 20'-0"

PROJECT LOCATION 1000 J STREET, SUITE 100, SACRAMENTO, CALIF. 95811

PROJECT DESCRIPTION POLICE FACILITY

PROJECT OWNER WILLIAM J. KINNEY

PROJECT ARCHITECT KIMBERLY M. ANDERSON

PROJECT ENGINEER KIMBERLY M. ANDERSON

PROJECT SURVEYOR KIMBERLY M. ANDERSON

PROJECT LANDSCAPE ARCHITECT KIMBERLY M. ANDERSON

PROJECT ELECTRICAL ENGINEER KIMBERLY M. ANDERSON

PROJECT MECHANICAL ENGINEER KIMBERLY M. ANDERSON

PROJECT PLUMBING ENGINEER KIMBERLY M. ANDERSON

PROJECT STRUCTURAL ENGINEER KIMBERLY M. ANDERSON

PROJECT CIVIL ENGINEER KIMBERLY M. ANDERSON

PROJECT ENVIRONMENTAL ENGINEER KIMBERLY M. ANDERSON

PROJECT HISTORIC PRESERVATION ARCHITECT KIMBERLY M. ANDERSON

PROJECT INTERIOR ARCHITECT KIMBERLY M. ANDERSON

PROJECT EXTERIOR ARCHITECT KIMBERLY M. ANDERSON

PROJECT LIGHTING DESIGNER KIMBERLY M. ANDERSON

PROJECT SOUND DESIGNER KIMBERLY M. ANDERSON

PROJECT VIDEO DESIGNER KIMBERLY M. ANDERSON

PROJECT AUDIO DESIGNER KIMBERLY M. ANDERSON

PROJECT TELEVISION DESIGNER KIMBERLY M. ANDERSON

PROJECT RADIO DESIGNER KIMBERLY M. ANDERSON

PROJECT TELEPHONE DESIGNER KIMBERLY M. ANDERSON

PROJECT POSTAL DESIGNER KIMBERLY M. ANDERSON

PROJECT RECEPTION DESIGNER KIMBERLY M. ANDERSON

PROJECT SECURITY DESIGNER KIMBERLY M. ANDERSON

PROJECT MAINTENANCE DESIGNER KIMBERLY M. ANDERSON

PROJECT REPAIR DESIGNER KIMBERLY M. ANDERSON

PROJECT REPLACEMENT DESIGNER KIMBERLY M. ANDERSON

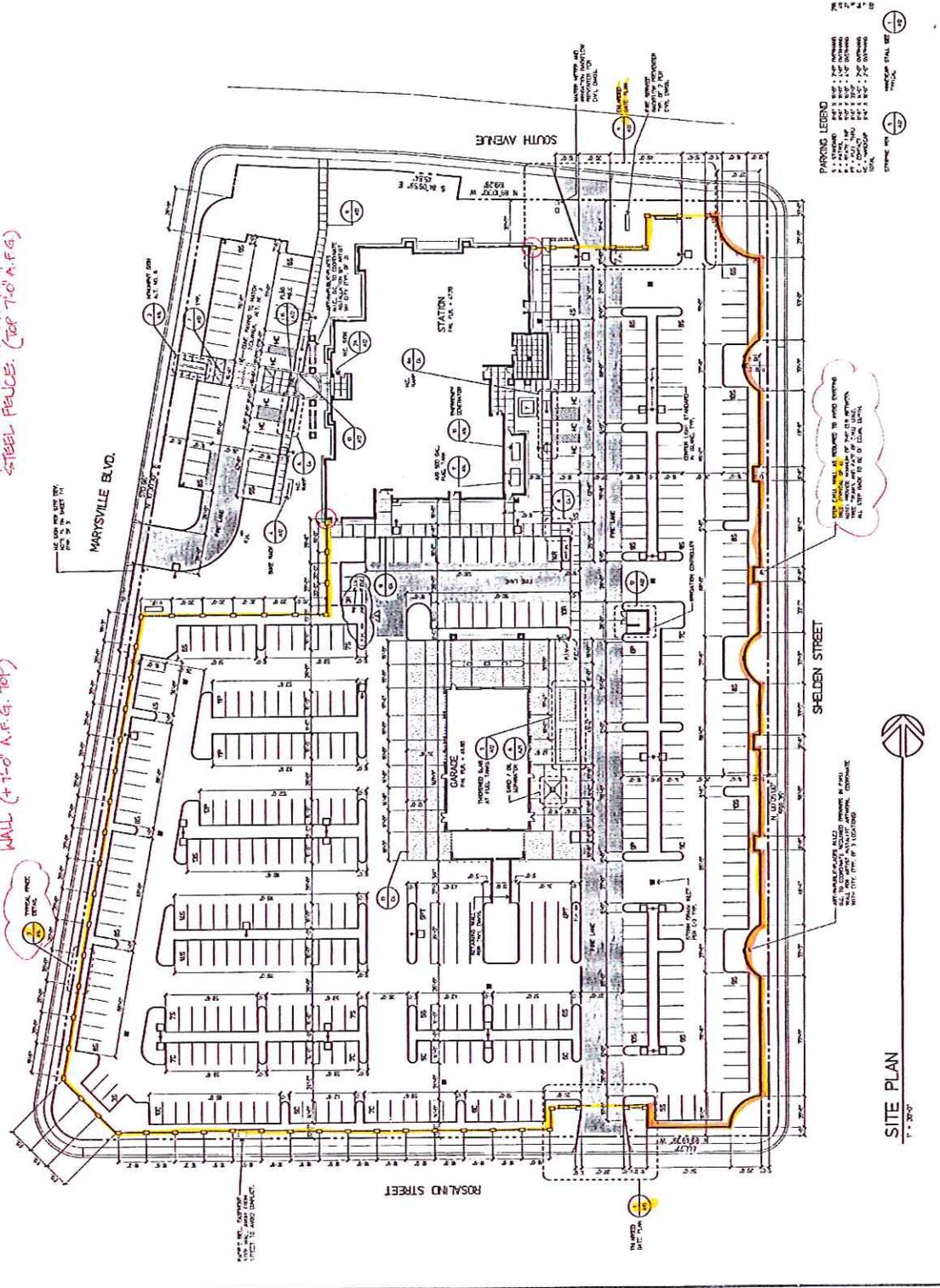
PROJECT RECONSTRUCTION DESIGNER KIMBERLY M. ANDERSON

PROJECT RENOVATION DESIGNER KIMBERLY M. ANDERSON

PROJECT RESTORATION DESIGNER KIMBERLY M. ANDERSON

ANCHOR BOLT ARISTOCRAT
STYLE PANEL TO TOP OF CMU
WALL (4 TO 1 A.F.G. TOP)

WELD ARISTOCRAT STYLE
RAVEL ON TOP OF EXISTING
STEEL POLE. (TOP 7 TO 1 A.F.G.)



SITE PLAN
1" = 20'-0"

F1277.00-A-011.0000

