

Meeting Date: 1/20/2015

Report Type: Consent

Report ID: 2015-00026

Title: Contract and Purchase: North Natomas Regional Park Phase 5B – Farmer’s Market and Parking (L19140200)

Location: District 1

Recommendation: Pass a Motion: 1) approving the contract plans and specifications for the North Natomas Regional Park Phase 5B-Farmer’s Market and Parking (L19140200) project; (2) awarding the contract to B & M Builders, Inc. for improvements to the park in an amount not to exceed \$920,299; 3) authorizing the City Manager, or City Manager’s designee, to execute the contract with B & M Builders for the North Natomas Regional Park Phase 5B-Farmer’s Market and Parking (L19140200) project; 5) approving the use of the cooperative purchase contract between the National Joint Powers Alliance and Poligon® by PorterCorp (Contract No. 081910-PPC) for the purchase of shade canopies for North Natomas Regional Park (L19140200); and 6) authorizing the City Manager, or City Manager’s designee, to execute the purchase of shade canopies from PorterCorp c/o All About Play in an amount not to exceed \$218,684.

Contact: C. Gary Hyden, Supervising Landscape Architect, (916) 808-1949, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Park Development Services

Dept ID: 19001121

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Location Map
- 4-Master Plan
- 5-Farmers Market Preliminary Plan
- 6-Contract

City Attorney Review

Approved as to Form
Sheryl Patterson
1/12/2015 1:44:22 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 1/6/2015 2:46:39 PM

Description/Analysis

Issue Detail: North Natomas Regional Park is an existing 206.75-acre site located at 2501 North Market Drive in the North Natomas, City Council District One. Phase 4 of the park improvements was completed in November 2013. Staff is requesting City Council take the following actions for the North Natomas Regional Park Phase 5B-Farmer's Market and Parking (L19140200) project:

- 1) Reject the initial bids for Natomas Regional Park Phase 5B-Farmer's Market and Parking (L19140200) project received on September 24, 2014;
- 1) Approve the contract plans and specifications for the North Natomas Regional Park Phase 5B-Farmer's Market and Parking (L19140200) project dated October 1, 2014;
- 2) Award the North Natomas Regional Park Phase 5B contract to the lowest responsible bidder B & M Builders, Inc. based on the second set of bids in an amount not to exceed \$920,299;
- 3) Authorize the City Manager, or City Manager's designee, to execute the contract with B & M Builders for the North Natomas Regional Park Phase 5B project ;
- 4) Approve the use of the cooperative purchase contract between the National Joint Powers Alliance (NJPA) and Poligon® by PorterCorp (Contract No. 081910-PPC) for the purchase of shade canopies for North Natomas Regional Park Phase 5B project (L19140200); and
- 5) Authorize the City Manager, or City Manager's designee, to execute the purchase of shade canopies from PorterCorp c/o All About Play in an amount not to exceed \$218,684.

The City initially received bids for the North Natomas Regional Park Phase 5B project on September 24, 2014. However, due to inconsistencies in the project plans and specifications, City staff determined that it was in the best interest of the City to recommend that the City Council reject those bids, correct the inconsistencies and rebid the project. The bidders were informed of this decision and no protests were filed. The project was re-bid and new bids were received in late October 2014.

As part of the North Natomas Regional Park Phase 5B project, the City will supply the contractor with the shade structures to be installed. Staff is requesting authorization to utilize the existing cooperative purchase contract between NJPA and PorterCorp to purchase three shade structures for the Farmer's Market component of the project (L19140200) in the amount of \$218,684 from the local PorterCorp partner, All About Play.

A summary of the project history, a location map, the Park Master Plan, and Farmer's Market Preliminary Plan are included as attachments to this report.

Policy Considerations: Sacramento City Code Chapter 3.60 sets forth the requirements for bidding contracts for public works projects and procedures for rejection of bids and awarding contracts over \$100,000.

City Code Chapter 3.56.240, Cooperative Purchasing Agreements, defines the requirements for the purchase of the Farmer's Market Shade Structures using a cooperative agreement. The Code allows for the purchase supplies under a cooperative purchasing agreement of another government agency.

when that contract was competitively bid. The purchase of the shade structures will be made under the terms and conditions as set forth in the cooperative purchase contract established between the National Joint Powers Alliance and PorterCorp, Contract No. 022113-PPC.

Providing parks and recreation facilities is consistent with the City's strategic plan to enhance livability in Sacramento's neighborhoods by expanding park, recreation, and trail facilities throughout the City.

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

This park construction project, which totals \$920,299, is expected to create 6.3 total jobs (3.8 direct jobs and 2.5 additional jobs through indirect and induced activities). Furthermore, it will create \$568,225 in total economic output (\$358,156 of direct output and another \$210,068 of output through indirect and induced activities).

Environmental Considerations: The Environmental Services Manager has determined that this project is categorically exempt from environmental review under Class 3, section numbers 15303 and 15303(e), and Class 4, section numbers 15304(b), and 15304(f) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.). Projects considered exempt under Class 3, section number 15303 consist of new construction of new, small facilities or structures. Projects considered exempt under Class 3, section number 15303(e) consist of new construction of accessory structures. Projects considered exempt under Class 4, section number 15304(b) consist of new gardening or landscaping and projects, and projects considered exempt under Class 4, section number 15304(f) consist of minor trenching and backfilling where the surface is restored.

Sustainability: The North Natomas Regional Park Phase 5B-Market's Market and Parking project has been reviewed for consistency with the goals, policies, and targets of the Sustainability Master Plan (SMP), the Parks and Recreation Sustainability Plan, and the 2030 General Plan. The project will advance the goals, policies, and targets of these plans by improving the health of residents through access to a diverse mix of wellness activities and creating "Healthy Urban Environments" through restorative redevelopment. The park development is also consistent with sustainable design through the use of recycled steel for the fencing and site furnishings (approximately 40%), the use of water efficient irrigation controlled by the centralized irrigation system, of low water-use shrubs, native plants, 20% less turf, and more naturalized, drought-tolerant plantings to minimize water use, and the use of local vendors.

Commission/Committee Action: The North Natomas Regional Park Master Plan was reviewed and supported by the Citizen's Advisory Committee for Parks and Recreation on March 1, 2001, and approved by City Council on March 20, 2001 (Resolution 2001-179).

Rationale for Recommendation: The formal re-bidding process for the North Natomas Regional Park Phase 5B – Farmer's Market and Parking project was posted in accordance with City Code 3.60

and Administrative Policy Instruction #4002. The project was posted on October 7, 2014, and bids were opened on October 27, 2014. The staff/engineer's estimate for the project was \$946,876. Staff received 5 bids and the results are listed below.

NO.	CONTRACTOR	BASE BID	TOTAL BID	LBE %
1	B & M Builders	\$ 920,299	\$ 920,299	39.1
2	Swank Construction Inc.	\$ 936,077	\$ 936,077	41.9
3	Olympic Land Construction	\$ 940,900	\$ 940,900	82.1
4	J M Slover Inc.	\$ 954,350	\$ 954,350	52.5
5	Saenz Landscape Construction	\$1,053,726	\$1,053,726	41.5

Pursuant to City Code Section 3.60.020 and 3.60.360 E, it was determined that B & M Builders had the lowest, responsible base bid and is a responsible bidder.

The project improvements consist of the development of 2.2 acres of the regional park and include clearing and grubbing, grading and drainage, concrete walkways and curbs, a Farmer's Market consisting of a 43,000 square foot paving with water and electrical outlets for food vendors, covered by three metal shade structures, new walking paths to connect Farmer's Market and a parking lot with 109 parking spaces; bio-swales; low water use trees, shrubs and groundcovers; an automatic irrigation system; park signage; site furniture; and electrical infrastructure for future parking lot lighting.

Construction is expected to begin in March 2015 and be complete in fall 2015.

Staff believes it is in the City's best interest to purchase the shade canopies under the cooperative purchase agreement between the National Joint Powers Alliance and Poligon® by PorterCorp , Contract No. 022113-PPC. Cooperative purchasing can save significant time and money in contract management as well as increase buying power and lowering prices as a result of multiple purchasers joining together.

Financial Considerations: There are sufficient funds in L19140200 to award the contract. Funding for this project is from Quimby Act Fund 3204 (\$577,380) and Park Development Impact Fees (PIF), Fund 2508 (\$980,000). The funds will be used to construct the proposed Phase 5B improvements and the purchase of the Farmer's Market shade structures, fund design, art in public places, and staff time.

North Natomas Regional Park is within the Neighborhood Park Maintenance Community Facilities District (CFD) which was established to reduce reliance on the general fund for park maintenance and to preserve the level of maintenance in the parks system. The CFD pays for a portion of the maintenance costs for neighborhood parks. The amount of funding in the CFD depends upon the year the homes in that neighborhood were built and annexed to the CFD; maintenance of parks built

before 2002 and all community parks, regional parks, open space, trails and buffer areas are not covered by the CFD.

Development of parks creates an ongoing cost for park maintenance and utilities are based on the size of the park. There are sufficient funds in the North Natomas Lands Community Facilities District 3 (Fund2230) for ongoing maintenance and utilities for this park development.

Local Business Enterprise (LBE): The selection of contractors for this project followed City established guidelines for inclusion of LBE firms. At an LBE percentage total of 39.1%, B & M Builders and its subcontractors are above meeting the City's required 5% LBE rate. The LBE percentage is based on the base bid only.

Background

The North Natomas Regional Park is a 206.75-acre site located at 4989 Natomas Boulevard in the North Natomas Community Plan Area (PA10). The North Natomas Regional Park Master Plan was reviewed and supported by the Citizen's Advisory Committee for Parks and Recreation on March 1, 2001, and approved by City Council on March 20, 2001 in Resolution 2001-179. A Master Plan Update was completed in 2007 and can be found at the following website: www.cityofsacramento.org/parksandrecreation/parks/sites/pdf/n-natomas-reg-park-mp.pdf.

On May 8, 2007, the City Council approved a construction contract (Resolution 2007-263) for Phase 1 improvements to develop a pedestrian/bike trail from the northern portion of the park (near North Park Drive) to the southern portion (near New Market Drive) by Inderkum High School. This project also included basic landscaping, an extended sidewalk along North Park Drive, and a bridge that spans the City Utilities' drainage canal. The trail connects residential neighborhoods to the north and west of the regional park to the various joint-use recreational facilities at Inderkum High School.

On February 26, 2008, City Council awarded a construction contract (Resolution 2008-107) for Phase 2 improvements to develop new sidewalks along North Park Drive and New Market Drive, a pedestrian connector from the southern end of Broadwater Drive directly east to the bike trail, a new mid-block crosswalk on North Park Drive at Bessemer Court, and landscaping along all aforementioned portions and along Phase 1 construction areas (a pedestrian/bike trail from the northern portion of the park near North Park Drive to the southern portion near New Market Drive by Inderkum High School). This project also included an extended sidewalk along North Park Drive.

On December 9, 2008, City Council awarded a construction contract (Resolution 2008 - 800) for Phase 3 improvements to develop a dog park in the southwestern section of the Park. The dog park was completed in summer 2009. With completion of the dog park, approximately 12 acres of NNRP are developed.

On May 5, 2012, City Council awarded a construction contract (Resolution 20128-127) for Phase 4 improvements to develop approximately 12.5 acres including a baseball complex, parking lot, children's playground, and water spray area in the southwestern section of the Park. Phase 4 was completed in November 2013.

Construction of Phase 5 improvements is anticipated to begin in March 2015 and to be complete by fall 2015.

As part of the Park Development Process, there have been many community meetings to solicit ideas for additions and improvements to North Natomas Regional Park. Since 1997, there have been seven community meetings that were facilitated by the Council District One

office and Department of Parks and Recreation staff. These meetings were held on 12/8/07, 2/19/09, 6/15/09, 11/4/09, 6/15/10, 8/19/10, and 5/22/11. In addition, the Friends of the Regional Park conducted an online survey of the North Natomas Community in summer 2009, the results of which indicated that the community's priorities for the next improvements to the Park should include: sports fields, Farmer's Market, trees and landscaping, bike paths and walkways, a plaza and outdoor concert area. The development plan for the project described herein directly implements these priorities. More information can be found at the Friends of the North Natomas Regional Park website (<http://northnatomasregionalpark.blogspot.com/>). The fields provided in this project are for youth baseball only, with the idea that North Natomas Little League will be a primary user of these facilities.

Quimby In-lieu and Park Development Impact Fees funding is available to construct the Phase 5 improvements (approximately 2.2 acres) including:

- Farmer's Market consisting of a 43,000 square foot paving with water and electrical outlets for food vendors
- New walking paths to connect Farmer's Market and parking to existing ball fields.
- A parking lot with 109 parking spaces with accessible parking spaces
- Trees plantings designed to provide 50 percent shading of parking lot with in 15 years per City of Sacramento Parking Lot Guidelines
- Bio-swales consisting of river rock and vegetation will be designed to filter surface runoff from the parking lot and remove silt and pollution before releasing it to the watershed or storm sewer
- Trees, shrubs and groundcovers which shall be native or low water use plants.
- Main switch board and transformer
- Electrical conduits and pull boxes for future parking lot lighting

The following items are not included in Phase 5 improvements and are planned for a future phase:

- Two additional baseball fields (one little league and one youth softball)
- Amphitheater stage and shade structure
- Site Pathway Lighting
- Ball field lighting for all fields
- Restroom/Concession Stand to be located in the central plaza.
- Scoreboards

Location Map



Master Plan

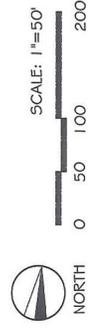
- 1 DOG PARK
- 2 GREAT MEADOW
- 3 MALL
- 4 SPORTS FIELD
- 5 NATURALISTIC AREA (WITH BOARDWALK)
- 6 BOATHOUSE CAFE
- 7 OUTDOOR CONCERT
- 8 CULTURAL GARDEN
- 9 CONSERVATORY
- 10 BOTANIC GARDEN POND
- 11 PARK ADMINISTRATION CENTER
- 12 GARDEN CONFERENCE CENTER
- 13 FESTIVAL/FARMER'S MARKET
- 14 SKATE PARK
- 15 FAMILY CENTER (WITH KID'S PARK)
- 16 AQUATIC CENTER



Preliminary Plan



- NEXT PHASE TO INCLUDE:**
- FARMER'S MARKET
 - LITTLE LEAGUE FIELD
 - ADULT SOFTBALL FIELD
 - STAGE AT AMPHITHEATER
 - ADDITIONAL PARKING



North Natomas Regional Park
 November 2013
 City of Sacramento
 Parks and Recreation Department



Requires Council Approval: No YES Meeting: 1-13-2015

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Public Project Formal Bid-Construction	PO Type:	Attachment: Original No.:
\$ Not to Exceed: \$920,299.00		Original Doc Number:
Other Party: B&M BUILDERS, INC.		Certified Copies of Document::
Project Name: North Natomas Regional Park Phase 5B-Farmer's Market & Parking Lot		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: L19140200-1	Bid Transaction #: B15190021004	LBE: 5%

Department Information

Department: Parks and Recreation
 Project Mgr: Dennis Day
 Contract Services: Tim Hopper
 PM Phone Number: 808-7633
 Division: PPDS
 Supervisor: Gary Hyden
 Date: 12-11-14
 Org Number: 19001121

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	TH FOR DD <i>[Signature]</i>	1-5-15
Accounting:	Sonja Jarvis	
Contract Services:	Tim Hopper <i>[Signature]</i>	12-11-14
Supervisor:	Gary Hyden	
Division Manager:	NA	

City Attorney	Signature or Initial	Date
City Attorney:	Sheryl Patterson <i>[Signature]</i>	1-12-15

Call Tim Hopper x8173 Notify for Pick Up

Authorization	Signature or Initial	Date
Combs, James 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)

B15190021006

**CONTRACT SPECIFICATIONS
FOR
NORTH NATOMAS REGIONAL PARK
PHASE 5B REBID – FARMER’S MARKET AND PARKING LOT
(L19140200-2)**

Plans Attached

For Pre-Bid Information Call:
Dennis Day, Project Manager
(916) 808-7633

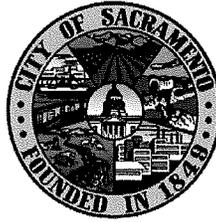
Bids to be received before
2:00 PM, Wednesday,
October 29, 2014
New City Hall
Clerk’s Public Counter
915 I Street, **5th Floor**
Sacramento, CA 95814

Estimated Construction Cost: \$746,876.00

Construction Time: SEVENTY-FIVE (75) WORKING DAYS & THIRTY (30) CALENDAR DAYS
FOR PLANT ESTABLISHMENT

TABLE OF CONTENTS

	Pages
Formal Bid Proposal Delivery Options	1 only
Invitation to Bid	1 - 2
Apprenticeship Standards- link to www.dir.ca.gov	1 only
Non-Discrimination in Employee Benefits by City Contractors Ordinance	1- 9
Bid Proposal Document	1 – 5
LBE 5% Participation Form	1 -2
Local Business Enterprise Participation Requirements	1- 4
Unincorporated Areas of Sacramento Map	1 only
Bid Proposal Guarantee	1 only
Minimum Qualifications Questionnaire	1- 6
Green Contracting Survey	1- 3
Drug Free Work Place	1 only
LBE Subcontractor Form	1 only
Contract	1- 16
Performance Bond	1 only
Payment Bond	1 only
Certificate of Insurance	1 only
Worker's Compensation Certification	1 only
Pay Request Application	1 only
Schedule of Values	1 -2
Guarantee	1 only
Special Provisions	1 – 45
Plans	1- 18
Attachment A- Geotechnical Report	1- 64
Attachment B- SWPP	1- 86



**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>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95812-2391
2.	Expedited Services – <u>Receiving Hours are 8am to Noon Monday through Friday</u> - FedEx - UPS - DHL	Sacramento City Clerk's Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95814-2604
3.	Personal Delivery - Hand Delivery - Courier	Sacramento City Clerk's Office <i>Public Counter, 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 **OCTOBER 29, 2014** and will be opened as soon thereafter as business allows, in the Council Chambers, City Hall for:

**NORTH NATOMAS REGIONAL PARK
PHASE 5B REBID – FARMER'S MARKET AND PARKING LOT
(L19140200-2)**

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:

**NORTH NATOMAS REGIONAL PARK
PHASE 5B REBID – FARMER'S MARKET AND PARKING LOT
(L19140200-2)**

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. 4, Sacramento, CA 95822

Phone: (916) 808-8173/ 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\nnrp phase 5b\phase 5b rebid_planet bids\08- california labor code relating to apprentices on public works projects.docx

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

B+M Builders, Inc.

Name of Contractor

11330 Sunrise Park Dr. suite C

Address Rancho Cordova, Ca. 95742

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

10/29/14

Date

Patrick Mullen

Print Name

President

Title



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

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

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



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

B15190021006

BID PROPOSAL FORMS

PLEASE REMOVE AND

COMPLETE

THE FOLLOWING DOCUMENTS

AND

SUBMIT AS

THE BID PROPOSAL

PACKAGE

CONTRACTOR NAME: B+M Builders, Inc.

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

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

**BID PROPOSAL
 NORTH NATOMAS REGIONAL PARK PHASE 5B REBID
 (FARMER'S MARKET AND PARKING)
 (L19140200-2)**

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	Temporary Construction Fence to Install	1	LS	\$ 3000	\$ 3000
2	Erosion and Sediment Control	1	LS	\$ 8150	\$ 8150
3	Construction Staking	1	LS	\$ 5000	\$ 5000
4	Finish Site Grading	1	LS	\$ 11,500	\$ 11,500
5	Catch Basin to Construct	3	EA	\$ 2500	\$ 7500
6	French Drain to Construct	1	LS	\$ 9000	\$ 9000
7	6" PVC Drain Pipe to Place	1	LS	\$ 7875	\$ 7875
8	8" PVC Drain Pipe to Place	1	LS	\$ 11,772	\$ 11,772
9	12" PVC Drain Pipe to Place	1	LS	\$ 20,274	\$ 20,274
10	Sanitary Sewer Pipe and Cleanout to Construct	1	LS	\$ 6200	\$ 6200
11	Cobble Rip Rap Spillway to Construct	1	LS	\$ 6900	\$ 6900
12	Aggregate Base to Place	1	LS	\$ 104,400	\$ 104,400

13	6" Concrete Flatwork to Construct	1	LS	\$ 124,000	\$ 124,000
14	6" Colored Concrete Flatwork to Construct	1	LS	\$ 9500	\$ 9500
15	3" Asphaltic Concrete to Place	1	LS	\$ 76,000	\$ 76,000
16	Single Flare Curb Ramp	1	EA	\$ 1800	\$ 1800
17	Raised Curb to Construct	1	LS	\$ 22,000	\$ 22,000
18	Type 2 Curb and Gutter to Construct	1	LS	\$ 6000	\$ 6000
19	Rolled Curb to Construct	1	LS	\$ 1800	\$ 1800
20	Wheel Stops to Place	2	EA	\$ 100	\$ 200
21	Parking Lot Signage to Install	1	LS	\$ 600	\$ 600
22	Painted Pavement Striping and Markings	1	LS	\$ 2000	\$ 2000
23	Farmer's Market Shade Structures to Install	1	LS	\$ 22,000	\$ 22,000
24	Domestic Water Line	1	LS	\$ 5000	\$ 5000
25	Drinking Fountain to Install	1	EA	\$ 1500	\$ 1500
26	Irrigation Controller to Install	1	LS	\$ 19,400	\$ 19,400
27	Automatic Irrigation System	1	LS	\$ 31,240	\$ 31,240
28	Trees to Plant (15 Gal.)	1	LS	\$ 3400	\$ 3400
29	Trees to Plant (24" Box)	1	LS	\$ 9700	\$ 9700
30	Imported Topsoil for Landscape Planters	1	LS	\$ 10,700	\$ 10,700
31	Shrub and Groundcover Areas to Plant	1	LS	\$ 21,194	\$ 21,194
32	Landscape Weed Fabric to Install	1	LS	\$ 8979	\$ 8979
33	Bark Mulch to Install	1	LS	\$ 8650	\$ 8650
34	Root Barriers to Install	1	LS	\$ 1500	\$ 1500

35	Turf Sod to Place	1	LS	\$ 3000	\$ 3000
36	Plant Establishment (30 days)	1	LS	\$ 600	\$ 600
37	Electrical System to Install	1	LS	\$ 275,000	\$ 275,000
38	Trash Receptacles to Install	1	EA	\$ 1505	\$ 1505
39	8' Bench to Install	3	EA	\$ 2245	\$ 6735
40	8' Bench without Back to Install	3	EA	\$ 2150	\$ 6450
41	Concrete Box Seats to Install	3	EA	\$ 11,785	\$ 35,355
42	Bike Racks to Install	4	EA	\$ 730	\$ 2920
BID TOTAL					\$ 920,299

(F) – denotes final pay quantity

CONTRACTOR NAME: B+M Builders, Inc. TOTAL \$ 920,299

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 **SEVENTY FIVE (75) WORKING DAYS PLUS A THIRTY (30) CALENDER DAYS PLANT ESTABLISHMENT PERIOD**. The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

The Landscape Architect's order of preference will be as follows: base bid first.

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:

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

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

CONTRACTOR:

By: 
(Signature)

Patrick Mullen
(Print or Type)

Title President

Address 11330 Sunrise Park Dr. Suite C
Sancho Cordova, Ca. 95742
Telephone No. 916 638-8026
Fax No. 916 352-6944
EMAIL ADDRESS service@bm-builders.com
Date 10/29/14

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. 861848 Type A, B, C-8, C-31
Expiration Date 7/31/14
Tax I.D. Nos.- Fed. 51-0539817 State California
City of Sacramento Business Operation Tax Certificate No. 1004351
(City will not award contract if Certificate Number is missing.)

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

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

1. LBE FIVE PERCENT (5%) PARTICIPATION

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

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

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

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

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

YES - the firm submitting the bid is qualified as a local business enterprise.

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

Tim Hopper

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:

1004351

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*:

11330 Sunrise Park Dr #C
Rancho Cordova, Ca. 95742

* 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

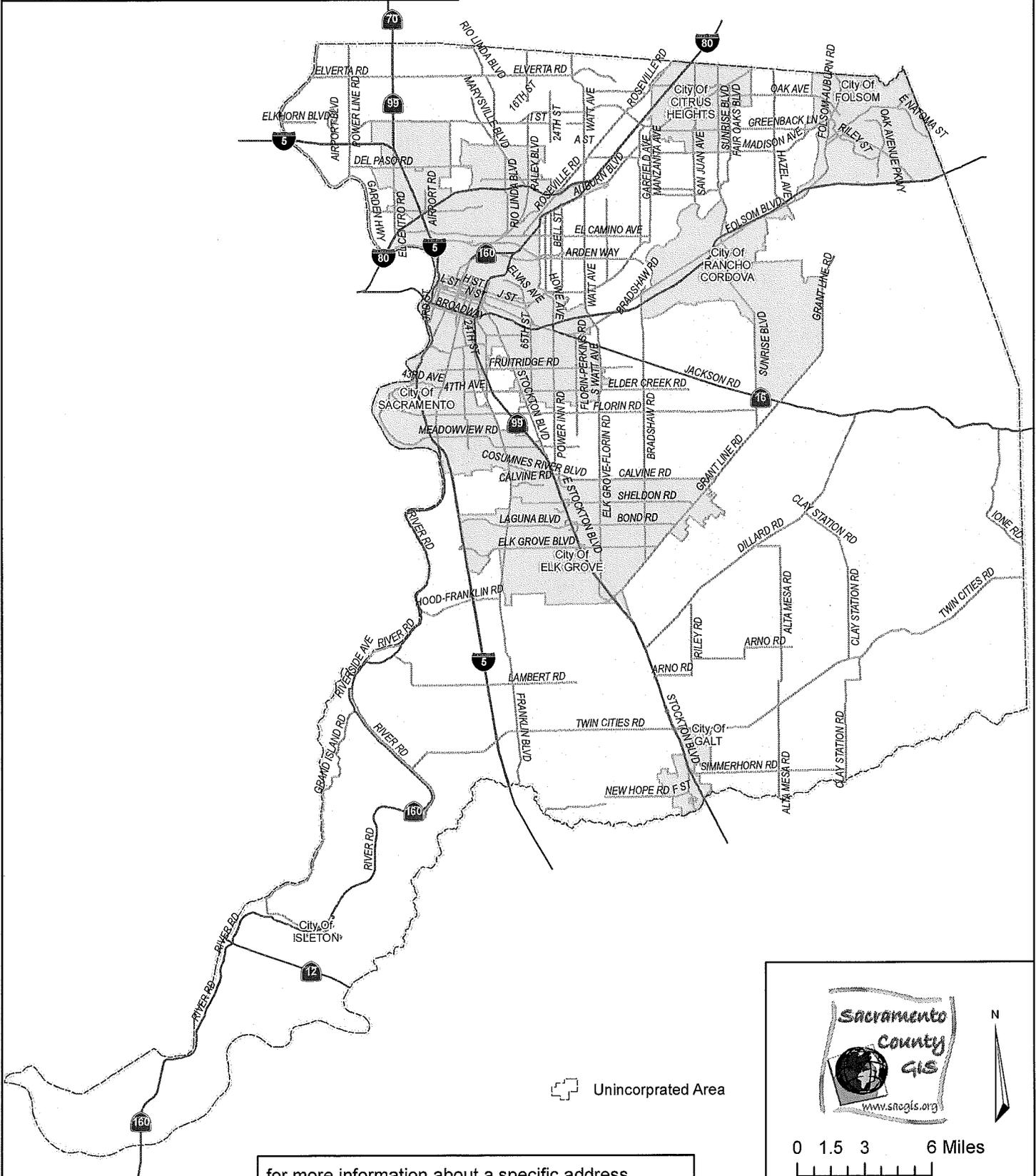
request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days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

KNOW ALL MEN BY THESE PRESENTS,

That we, B & M Builders, Inc.
as Principal, and Philadelphia Indemnity Insurance Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at **915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814** up to the hour of 2:00 p.m. on **OCTOBER 29, 2014** for the Work specifically described as follows:

**NORTH NATOMAS REGIONAL PARK
PHASE 5B REBID – FARMER’S MARKET AND PARKING LOT
(L19140200-2)**

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

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

IN WITNESS THEREOF We have hereunto set our hands and seal this 28th
day of October 2014th

B & M Builders, Inc.
(Contractor) (Seal)
By [Signature]
Title Jonathan Brown V.P.

Philadelphia Indemnity Insurance Company
(Surety) (Seal)
By [Signature]
Title Christine Stradford, Attorney-In-Fact
Agent Name and Address Surety Solutions Insurance Services, Inc.
3225 Monier Circle, Ste. 100, Rancho Cordova, CA 95742
Agent Phone # (916) 737-5723 Attn: Ryan Tash
Surety Phone # (626) 639-1321 Attn: Michelle Gustaverson
California License # 0E72611

ORIGINAL APPROVED AS TO FORM:

City Attorney

ACKNOWLEDGMENT

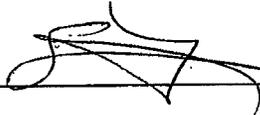
State of California
County of Sacramento)

On October 28, 2014 before me, Susan Fournier, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Christine Stradford, John T. Page, Ryan Tash & Susan Fournier of Surety Solutions Insurance Services, Inc. City of Rancho Cordova, State of California.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

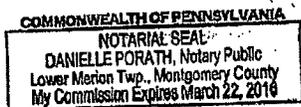
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of October, 2014.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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:

A, B, C-8, C-31, 7/31/15

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 11330 Sunrise Park Dr.#6, Rancho Cordova, Ca. 95742, on 10/29/14.
(Location) (Date)

Signature:  _____

Print name: Patrick Mullen _____

Title: President _____

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

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: 10/29/14 N/A _____
 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: B+M Builders, Inc.
 BY: [Signature] President Date: 10/29/14
 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: B+M Builders, Inc. Base Bid Amount: _____ Is the Prime Contractor a LBE? Yes ___ No

Business Entity/Subcontractor Name and Address	Subcontractor License No.	Indicate LBE (subject to verification)	Items of Work and/or Description of Work, Services, or Materials to be provided to complete contract	Estimated Dollar Value of Work, Services, or Materials to be provided for Base Bid
B+B Asphalt 6610 Asher Ln, Sac, CA	590302	LBE	Asphalt	\$60,000
Parker Landscaping 6251 SkyCreek Dr. St. A Sac, CA 95828	855546	LBE	Landscaping	\$90,000
R&R Maher. 1324 Lemon St., Vallejo, CA	508930		Concrete	\$100,000
Centerline Striping 9847 Dino Dr. Elk Grove, CA	499345		Striping	2400
Gozman Electric 6801 Macomber St Sac, CA	653669	LBE	Electric	200,000

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.

B15190021006

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 B&M BUILDERS, 11330 SUNRISE PARK DRIVE, SUITE C, RANCHO CORDOVA, CA 95742 ("Contractor") in the amount of: NINE HUNDRED TWENTY THOUSAND TWO HUNDRED NINETY NINE DOLLARS AND NO CENTS (\$920,299.00).

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:

**NORTH NATOMAS REGIONAL PARK
PHASE 5B REBID – FARMER’S MARKET AND
PARKING LOT
(L19140200-2)**

including the Work called for in the following alternative bid items described in the Proposal Form: NO ADDIIVE 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 SEVENTY-FIVE (75) WORKING DAYS AND THIRTY (30) CALENDAR DAYS FOR PLANT ESTABLISHMENT from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

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

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

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

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

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

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

(C) In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

16. INDEMNITY AND HOLD HARMLESS

(A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment,

contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

(A) Minimum Scope and Limits of Insurance Coverage

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

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

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

(B) Additional Insured Coverage

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

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

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

(C) Other Insurance Provisions

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

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

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

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

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

(D) Acceptability of Insurance

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

(E) Verification of Coverage

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

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

(F) Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses,

actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

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

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

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

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

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

In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

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

27. TERMINATION FOR CONVENIENCE

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

(A) For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;

(B) For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

(C) For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor

disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

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

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

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

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

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

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

CONTRACTOR

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

DATE 12/14/14

BY [Signature]

Print Name Patrick Mullen

Title President / secretary

BY [Signature]

Print Name Jonathan Brown

Title Vice President

Federal ID# 51-0539817

State ID# 2728421

1004351

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

Type of Business Entity (check one):

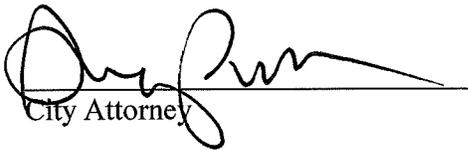
- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: _____
City Manager

Original Approved As To Form:



City Attorney

Attest:

City Clerk

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT AMOUNT

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Bond No.: PB11511001038
Premium: \$12,703.00
Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: **B&M BUILDERS, 11330 SUNRISE PARK DRIVE, SUITE C, RANCHO CORDOVA, CA 95742:**

as principal, hereinafter called Contractor, a contract for construction of:
**NORTH NATOMAS REGIONAL PARK
PHASE 5B REBID – FARMER'S MARKET AND PARKING LOT
(L19140200-2)**

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*):
Philadelphia Indemnity Insurance Company, 251 South Lake Ave., Ste. 360, Pasadena, CA 91101
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: **NINE HUNDRED TWENTY THOUSAND TWO HUNDRED NINETY NINE DOLLARS AND NO CENTS (\$920,299.00)**, 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 December 16, 2014.

B & M Builders, Inc.

(Contractor) (Seal)
By _____
Title President / Secretary

Philadelphia Indemnity Insurance Company

(Surety) (Seal)
By _____
Title _____
Ryan Tash, Attorney-In-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent name & Address _____
Surety Solutions Insurance Services, Inc.
Agent Phone # _____
3225 Monier Circle, Ste. 100, Rancho Cordova, CA 95742
Surety Phone # _____
(916) 737-5723
California License # _____
(626) 639-1321
OE72611

ACKNOWLEDGMENT

State of California
County of Sacramento)

On December 14, 2014 before me, Susan Fournier, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Christine Boscacci, John T. Page, Ryan Tash & Susan Fournier of Surety Solutions Insurance Services, Inc. City of Rancho Cordova, State of California.

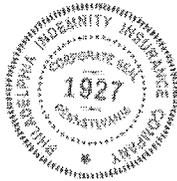
Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

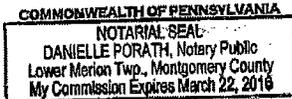
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of December, 2014



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT AMOUNT

**CITY OF SACRAMENTO
PAYMENT BOND**

Bond No.: PB11511001038
Premium: 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: **B&M BUILDERS, 11330 SUNRISE PARK DRIVE, SUITE C, RANCHO CORDOVA, CA 95742** hereinafter called Contractor, a contract for construction of:

**NORTH NATOMAS REGIONAL PARK
PHASE 5B REBID – FARMER'S MARKET AND PARKING LOT
(L19140200-2)**

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*):

Philadelphia Indemnity Insurance Company, 251 South Lake Ave., Ste. 360, Pasadena, CA 91101, 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 **NINE HUNDRED TWENTY THOUSAND TWO HUNDRED NINETY NINE DOLLARS AND NO CENTS (\$920,299.00)**, 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 December 16, 20 14.

B & M Builders, Inc.

(Contractor) (Seal)
By [Signature]
Title President/Secretary

Philadelphia Indemnity Insurance Company

(Surety) (Seal)
By [Signature]
Title Ryan Tash, Attorney-In-Fact

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

Agent name & Address Surety Solutions Insurance Services, Inc.
3225 Monier Circle, Ste. 100, Rancho Cordova, CA 95742
Agent Phone # (916) 737-5723
Surety Phone # (626) 639-1321
California License # OE72611

ACKNOWLEDGMENT

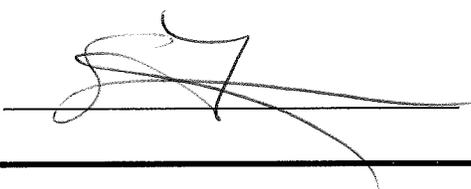
State of California
County of Sacramento)

On December 16, 2014 before me, Susan Fournier, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Christine Boscacci, John T. Page, Ryan Tash & Susan Fournier of Surety Solutions Insurance Services, Inc. City of Rancho Cordova, State of California.

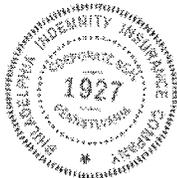
Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

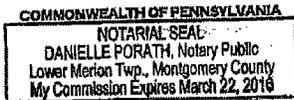
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of December, 2014.


Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CERTIFICATE OF LIABILITY INSURANCE

B&MBU-1

OP ID: LS

DATE (MM/DD/YYYY)

12/16/2014

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 Excel Bonds & Ins. Serv., Inc. License #0B53997 3620 American River Drive #125 Sacramento, CA 95864 Excel Bonds & Ins. Serv., Inc	CONTACT NAME: Excel Bonds & Ins. Serv., Inc PHONE (A/C, No, Ext): 916-971-8844 E-MAIL ADDRESS: lourdes@excelbondsinsurance.com	FAX (A/C, No): 916-971-8840
	INSURER(S) AFFORDING COVERAGE	
INSURED B & M Builders, Inc. 11151 Trade Center Dr Ste 200 Rancho Cordova, CA 95670	INSURER A:	Navigators Specialty Ins. Co. 36056
	INSURER B:	Golden Eagle Insurance Company 10836
	INSURER C:	State Compensation Ins Fund 35076
	INSURER D:	
	INSURER E:	
INSURER F:		

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

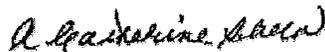
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	LA13CGL019451-01	08/16/2014	08/16/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Owner/Cont Prot.						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X	X	BA8968891	08/16/2014	08/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>							\$
UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$
EXCESS LIAB CLAIMS-MADE							AGGREGATE \$
DED RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	9061952	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

RE: North Natomas Regional Park Phase 5B Rebid Farmers Market & Parking Lot (L19140200-2)
 City of Sacramento, its officials, and volunteers are named as additional insured per written contract and policy forms attached.

CERTIFICATE HOLDER**CANCELLATION**

SACCITY City of Sacramento Dept of Parks & Recreation 915 I Street Sacramento, CA 95814-2604	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 
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING "COMMERCIAL CONSTRUCTION" DURING THE PERIOD OF THIS POLICY AND HAVE AGREED IN A WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED FOR PRODUCTS-COMPLETED OPERATIONS. "COMMERCIAL CONSTRUCTION" DOES NOT INCLUDE ANY HABITATIONAL OR RESIDENTIAL CONSTRUCTION OTHER THAN APARTMENTS OR HOTELS.</p>	<p>North Natomas Regional Park Phase 5B Rebid Farmers Market & Parking Lot Contract #(L19140200-2)</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION
HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT YOU WILL WAIVE
ANY RIGHT OF RECOVERY AGAINST SUCH PERSON OR ORGANIZATION.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL AGGREGATE LIMIT PER PROJECT WITH AN OVERALL GENERAL AGGREGATE CAP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: All Projects

Overall General Aggregate Cap: \$5,000,000

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

- A.** 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 ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. Subject to the application of the General Aggregate Limit to each of your projects, the maximum amount we will pay under the General Aggregate Limit for all claims arising from all projects is the Overall General Aggregate Cap shown in the Schedule above.
 2. The Designated Construction 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
 - 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 the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage 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 the applicable Designated Construction Project General Aggregate Limit.
- 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 cannot be attributed only to ongoing operations at a single designated construction 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 General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. 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 General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 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.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

Includes copyrighted material of Insurance Services Offices, Inc. with its permission

SECTION III – PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

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

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Equipment designed or used for the detection or location of radar.
 - c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. **Duties In The Event of Accident, Claim, Suit, or Loss**
 - a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
 - b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

Includes copyrighted material of Insurance Services Offices, Inc. with its permission

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

9061952-14
RENEWAL
NF
7-41-76-34
PAGE 1



HOME OFFICE
SAN FRANCISCO

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

EFFECTIVE JULY 9, 2014 AT 12.01 A.M.
AND EXPIRING JULY 1, 2015 AT 12.01 A.M.

B & M BUILDERS, INC

11151 TRADE CENTER DR STE 200
RANCHO CORDOVA, CA 95670

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

CITY OF SACRAMENTO DPT OF PUBLIC WORKS

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

B & M BUILDERS, INC

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

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

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

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JULY 11, 2014

2570

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

AUTHORIZED REPRESENTATIVE

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

PRESIDENT AND CEO

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.

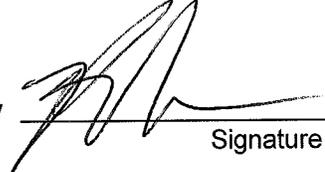
To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

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: 12/14/14

Contractor B&M Builders, Inc

By  Signature

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: _____

Contractor _____

By _____

Signature

PAY REQUEST APPLICATION

**PROJECT NAME AND NUMBER: NORTH NATOMAS REGIONAL PARK
PHASE 5B REBID – FARMER’S MARKET AND PARKING LOT
(L19140200-2)**

CONTRACTOR: _____

PURCHASE ORDER NO. (Required): _____

COST CENTER: (L19140200-2)

INVOICE NO.: _____ **PERIOD ENDING DATE:** _____

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

ORIG. CONTRACT AMT.		\$ _____
CHANGE ORDER NO. 1	\$ _____	
CHANGE ORDER NO. 2	\$ _____	
CHANGE ORDER NO. 3	\$ _____	
CHANGE ORDER NO. 4	\$ _____	
NET CHANGE BY CHANGE ORDERS:	\$ _____	
TOT ADJUSTED CONTRACT AMT TO DATE:		\$ _____
BALANCE OF CONTRACT TO FINISH:	\$ _____	
TOTAL COMPLETE AND STORED TO DATE:		\$ _____
LESS 5% RETENTION	\$ _____	
LESS PREVIOUS BILLINGS:	\$ _____	
AMOUNT DUE THIS INVOICE:		\$ _____

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

Submitted By _____ **Date:** _____

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

Approved
By (Const. Insp.) _____ **Date:** _____

Approved
By (Project Manager) _____ **Date:** _____

Approved
By (Labor Compliance) _____ **Date:** _____

In accordance with Public Contract Code §20104.50 the City shall pay Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP§685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.
(Rev. 9/17/04)

CITY OF SACRAMENTO

DEPARTMENT OF PARKS & RECREATION

SCHEDULE OF VALUES

Remit To:

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

PROJECT NAME: NO. NATOMAS REGIONAL PARK PHASE 5B - FARMER'S MARKET AND PARKING

CITY PROJ. NO: PN: L19140200

CONTRACTOR: B&M BUILDERS

Payment No. _____

Work Performed Thru _____

ADDRESS: 11330 SUNRISE PARK DRIVE, SUITE C

Date Payment Submitted _____

RANCHO CORI

Days Expended on Contract _____

PHONE NO: (916) 638-8626

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
1	Temporary Construction Fence to Install	1	LS	\$3,000.00	\$3,000.00		\$0.00		\$0.00	
2	Erosion and Sediment Control	1	LS	\$8,150.00	\$8,150.00		\$0.00		\$0.00	
3	Construction Staking	1	LS	\$5,000.00	\$5,000.00		\$0.00		\$0.00	
4	Finish Site Grading	1	LS	\$11,500.00	\$11,500.00		\$0.00		\$0.00	
5	Catch Basin to Construct	3	EA	\$2,500.00	\$7,500.00		\$0.00		\$0.00	
6	French Drain to Construct	1	LS	\$9,000.00	\$9,000.00		\$0.00		\$0.00	
7	6" PVC Drain Pipe to Place	1	LS	\$7,875.00	\$7,875.00		\$0.00		\$0.00	
8	8" PVC Drain Pipe to Place	1	LS	\$11,772.00	\$11,772.00		\$0.00		\$0.00	
9	12" PVC Drain Pipe to Place	1	LS	\$20,274.00	\$20,274.00		\$0.00		\$0.00	
10	Sanitary Sewer Pipe and Cleanout to Construct	1	LS	\$6,200.00	\$6,200.00		\$0.00		\$0.00	
11	Cobble Rip Rap Spillway to Construct	1	LS	\$6,900.00	\$6,900.00		\$0.00		\$0.00	
12	Aggregate Base to Place	1	LS	\$104,400.00	\$104,400.00		\$0.00		\$0.00	
13	6" Concrete Flatwork to Construct	1	LS	\$124,000.00	\$124,000.00		\$0.00		\$0.00	
14	6" Colored Concrete Flatwork to Construct	1	LS	\$9,500.00	\$9,500.00		\$0.00		\$0.00	
15	3" Asphaltic Concrete to Place	1	LS	\$76,000.00	\$76,000.00		\$0.00		\$0.00	
16	Single Flare Curb Ramp	1	EA	\$1,800.00	\$1,800.00		\$0.00		\$0.00	
17	Raised Curb to Construct	1	LS	\$22,000.00	\$22,000.00		\$0.00		\$0.00	
18	Type 2 Curb and Gutter to Construct	1	LS	\$6,000.00	\$6,000.00		\$0.00		\$0.00	
19	Rolled Curb to Construct	1	LS	\$1,800.00	\$1,800.00		\$0.00		\$0.00	
20	Wheel Stops to Place	2	EA	\$200.00	\$200.00		\$0.00		\$0.00	
21	Parking Lot Signage to Install	1	LS	\$600.00	\$600.00		\$0.00		\$0.00	
22	Painted Pavement Striping and Markings	1	LS	\$2,000.00	\$2,000.00		\$0.00		\$0.00	

23	Farmer's Market Shade Structures to Install	1	LS	\$22,000.00	\$22,000.00	\$22,000.00				\$0.00		\$0.00
24	Domestic Water Line	1	LS	\$5,000.00	\$5,000.00	\$5,000.00				\$0.00		\$0.00
25	Drinking Fountain to Install	1	LS	\$1,500.00	\$1,500.00	\$1,500.00				\$0.00		\$0.00
26	Irrigation Cxontroller to Install	1	LS	\$19,400.00	\$19,400.00	\$19,400.00				\$0.00		\$0.00
27	Automatic Irrigation System	1	LS	\$31,240.00	\$31,240.00	\$31,240.00				\$0.00		\$0.00
28	Trees to Plant (15 Gal.)	1	LS	\$3,400.00	\$3,400.00	\$3,400.00				\$0.00		\$0.00
29	Trees to Plant (24" Box)	1	LS	\$9,700.00	\$9,700.00	\$9,700.00				\$0.00		\$0.00
30	Imported Topsoil for Landscape Planters	1	LS	\$10,700.00	\$10,700.00	\$10,700.00				\$0.00		\$0.00
31	Shrub and Groundcover to Plant	1	LS	\$21,194.00	\$21,194.00	\$21,194.00				\$0.00		\$0.00
32	Landscape Weed Fabric to Install	1	LS	\$8,979.00	\$8,979.00	\$8,979.00				\$0.00		\$0.00
33	Bark Mulch to Install	1	LS	\$8,650.00	\$8,650.00	\$8,650.00				\$0.00		\$0.00
34	Root Barriers to Install	1	LS	\$1,500.00	\$1,500.00	\$1,500.00				\$0.00		\$0.00
35	Turf Sod to Place	1	LS	\$3,000.00	\$3,000.00	\$3,000.00				\$0.00		\$0.00
36	Plant Establishment (30 days)	1	LS	\$600.00	\$600.00	\$600.00				\$0.00		\$0.00
37	Electrical System to Install	1	LS	\$275,000.00	\$275,000.00	\$275,000.00				\$0.00		\$0.00
38	Trash Receptacles to Install	1	EA	\$1,505.00	\$1,505.00	\$1,505.00				\$0.00		\$0.00
39	8' Bench to Install	3	EA	\$2,245.00	\$6,735.00	\$6,735.00				\$0.00		\$0.00
40	8' Bench without Back to Install	3	EA	\$2,150.00	\$6,450.00	\$6,450.00				\$0.00		\$0.00
41	Concrete Box Seats to Install	3	EA	\$11,785.00	\$35,355.00	\$35,355.00				\$0.00		\$0.00
42	Bike Racks to Install	4	EA	\$730.00	\$2,920.00	\$2,920.00				\$0.00		\$0.00
	TOTALS				\$920,299.00	\$920,299.00				\$0.00		\$0.00

	CHANGE ORDERS											
1		1.00	LS		\$0.00	\$0.00				\$0.00		\$0.00
2		1.00	LS		\$0.00	\$0.00				\$0.00		\$0.00
3		1.00	LS		\$0.00	\$0.00				\$0.00		\$0.00
4		1.00	LS		\$0.00	\$0.00				\$0.00		\$0.00
5		1.00	LS		\$0.00	\$0.00				\$0.00		\$0.00
	TOTAL CHANGE ORDER AMOUNT				\$0.00	\$0.00				\$0.00		\$0.00
90	TOTAL AMENDED CONTRACT AMOUNT				\$920,299.00	\$920,299.00				\$0.00		\$0.00

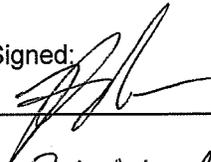
GUARANTEE

We hereby guarantee the: **NORTH NATOMAS REGIONAL PARK
PHASE 5B REBID – FARMER’S MARKET AND PARKING LOT
(L19140200-2)**

City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefore immediately upon demand.

Dated: 12/14/14

Signed: 

Patrick Mullen
Printed Name

B+M Builders, Inc.
Company

11330 Sunrise Park Dr #C
Address

Rancho Cordova, Ca. 95742

B15190021006

SPECIAL PROVISIONS

Park Design and Development Standards
City of Sacramento – Department of Parks and Recreation
Park Planning & Development Services

GENERAL PROVISIONS

1. **General Provisions**

SPECIAL PROVISIONS FOR:

NORTH NATOMAS REGIONAL PARK-PHASE 5B REBID
FARMER'S MARKET AND PARKING
(L19140200-2)

I. **GENERAL REQUIREMENTS**

A. **SCOPE AND LOCATION OF WORK**

The work to be performed under these Special Provisions consists of developing the North Natomas Regional Park, Phase 5B-Farmer's Market and Additional Parking in Sacramento. The improvements will consist of finish grading, drainage, concrete walkway, curbs, asphalt paving, installation of metal shade structures, automatic irrigation system, electrical, drinking fountain, landscaping, parking lot, signage, and site furniture.

B. **COMPLETION TIME**

The time for the completion of all work is **SEVENTY FIVE (75)** Working Days from the Notice to Proceed for substantial completion and **THIRTY (30)** Calendar Days for plant establishment. Should said work not be completed to the satisfaction of the City within said time, the contractor shall pay to the City of Sacramento a sum of **ONE THOUSAND DOLLARS (\$1,000.00)** as liquidated damages and not as a penalty for each calendar day delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

C. **SPECIFICATIONS**

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

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

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

- iii. Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR

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

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

- iv. Standard Specifications Section 8 MEASUREMENT OF QUANTITIES

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

- v. Special Notice Regarding Standard Specifications: The Standard Specifications of the City of Sacramento, dated June 2007, are subject to the provisions of Title 3 of the Sacramento City Code. If there is any conflict between the Standard Specifications as currently written and Title 3 of the Sacramento City Code, the latter shall govern.
- vi. Standard Specifications Section 7 PROSECUTION AND PROGRESS. Add the following after the last paragraph of the Standard Specifications. Section 7-2 WORK SCHEDULE AND ADEQUATE RESOURCES. Contractor shall submit with each Pay Request Application an updated Work

Schedule. The updated Work Schedule is an integral part of the Pay Request Application. The Pay Request Application will not be accepted for processing without an accompanying updated Work Schedule.

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

D. SUBCONTRACTORS

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

E. SCHEDULE OF UNIT PRICES

The successful lowest responsible bidder shall provide a Schedule of Unit Prices to the Landscape Architect prior to the award of the contract. The form for the Schedule of Unit Prices will be provided to the successful lowest responsible bidder by the Landscape Architect. This schedule of unit prices shall 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.

F. TIME OF AWARD

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

G. PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Request for interpretation shall be made in writing, and delivered to the City at least seven (7) days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Request for information regarding this procedure or other similar information, shall be directed to Request for information regarding this procedure or other similar information, shall be directed to Dennis Day, Landscape Architect/Project Manager, a Department of Parks and Recreation, Park Planning &

Development Services, 915 I Street, 3th Floor, Sacramento, CA 95814,
(916) 808-7633, FAX (916) 808-8266.

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

H. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

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

I. WORKMANSHIP AND MATERIALS

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

J. TRADE NAMES AND ALTERNATIVES

In accordance with Paragraph 5-18 of the Standard Specifications of the City of Sacramento, certain articles or materials to be incorporated in the work may be designated, for convenience, under a trade name or the name of a manufacturer and his catalogue information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Landscape Architect. The Contractor shall, within **seven (7) calendar days** after the **Bid Summary and Notification of Award Recommendation**, submit for the review of the Landscape Architect, materials, products, equipment and services which differ in any respect from the materials, products, equipment and services specified. Such submittals shall be accompanied by data to substantiate that such items are equal to those specified. The Landscape Architect shall be the sole judge as to the quality and suitability of substitutions and his/her decision is final. Requests for substitutions will not be entertained or considered by the Landscape Architect during the bidding period. No delay or extension of the contract time will be allowed because of the time required for submitting substitutions or for determining their equality. Failure to propose the substitution of any article or service within **seven (7) calendar days** after the **Bid Summary and Notification of Award Recommendation** will be deemed sufficient cause for the denial of request for substitution.

After an approval for a substitution is given, the Contractor shall be responsible for any variation of dimensions, locations, connections, sizes and openings, type

and construction of substrate or support to receive materials, etc. The Contractor shall furnish and install any and all additional materials as may be required to perform a complete job without additional cost to the City.

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

K. ACCIDENT PREVENTION

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

L. LOCATION OF EQUIPMENT AND PIPING

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

M. RELIEF FROM MAINTENANCE AND RESPONSIBILITY - RESOLUTION NO. 108 - DATED MARCH 26, 1970

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

N. CONFLICTS

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

O. PROTECTION OF FACILITIES

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

P. PROTECTION OF DRAINAGE FACILITIES

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

Q. CLEANING

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

R. SUBMITTALS

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

<u>Item</u>	<u>Product Data</u>	<u>Shop Drawings</u>	<u>Mock-up or Sample</u>
PVC Drain Pipe	X		
Drainage Structures	X	X	
Sanitary Sewer Pipe	X		
Cobble Rip Rap	X		
Aggregate Base	X		
Concrete Pavement	X		X
Colored Concrete & Curing Compounds	X		X
Expansion Joint Materials	X		X
Shade Structure	X	X	
Trash Receptacle	X		
Drinking Fountain	X		
Irrigation Controller	X		
Gate Valves	X		
Remote Control Valve	X		
Valve Boxes & Lid	X		
Quick Coupler Valve	X		
Spray Head	X		
Rotor	X		
Main and Domestic Water Line	X		
PVC Pipe Fittings	X		
Meter & Backflow Devices	X		
Solvent Weld for PVC	X		
Swing Joint Assemblies	X		
Irrigation Piping	X		
Control Wire & Connectors	X		
Soil Amendments	X		X
Pre-emergent	X		
Bark Mulch	X		X
Turf Sod	X		
Plant Materials	X		
Landscape Weed Fabric and Staples or Fasteners	X		X
Root Barrier	X		
Electrical	X	X	
Parking Lot Light Foundations, Pull Boxes and Conduit	X	X	
Painted Pavement Striping and markings	X		
Wheel Stops	X		
Various Parking Lot Signs	X	X	

One (1) copy of such submittals shall be furnished for review by the Landscape Architect, **a digitally scanned copy** will promptly be returned with approval, rejection, or approval with modification. Neither equipment nor material shall deviate in any way from the approved drawings without prior written approval of the Landscape Architect. Any fabrication of other work performed in advance of such approval shall be done entirely at the risk of the Contractor. The approval of submitted drawings or other descriptive material shall not relieve the Contractor of any obligation or responsibility for fulfillment of the contract as prescribed.

S. RECORD DRAWINGS OF NEW CONSTRUCTION

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

T. LICENSE REQUIREMENTS

For publicly bid park projects a General Engineering Contractor "A" License is required. The "A" contractor is categorized as a general engineering contractor as stated in the Business and Professions Code (B&P) Section 7056 of Article 4. Classifications on the California Contractors State License Board website.

U. PROTECTION OF EXISTING CONCRETE AND ASPHALT PAVEMENTS

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

V. PROJECT COORDINATION

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

W. City Code 3.60.020 Determination of lowest responsible bidder

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

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

b. The city council may by resolution, from time to time, adopt standard minimum qualifications for bidders on competitively bid contracts for public projects. If such standard minimum qualifications are included in the bid specifications for a contract, no bidder shall be considered "responsible" unless it is determined to be responsible in consideration of the factors set forth in subsection A, above, and also meets such standard minimum qualifications at the time of bid opening. The adoption and use of standard minimum qualifications shall not in any way limit or affect the city's ability to: (i) review information contained in a bid, and additional relevant information, and determine whether the bidder is a responsive and/or responsible bidder; or (ii) establish different and/or additional qualification requirements for specific contracts.

c. The city council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of **local 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 **local business** enterprise program requirements included in the bid specifications, and whose bid price is the lowest, after all bid prices are calculated to include any applicable bid price preferences. (Ord. 2002-013 § 2; Ord. 99-007 § 3; prior code § 58.01.102)

X. City of Sacramento Subcontractor and LBE Participation Verification Form

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

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

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

**Z1. Urgency Legislation SB 854 Passed by California Legislature
JULY 10, 2014**

The California Legislature has imposed a new registration requirement for contractors and subcontractors involved with public works projects. Senate Bill 854, passed late last month,

created a registration program, effective July 1, 2014, to fund the Department of Industrial Relations' monitoring and enforcement of prevailing wage laws.

The registration period is open now, and contractors and subcontractors wishing to work on a public works project must be registered by March 1, 2015. For public agencies/awarding bodies, the new law requires that all public works projects with bids due after March 1, 2015, or awarded on or after April 1, 2015, use only registered contractors and subcontractors. The bill also requires awarding bodies to include notice of the registration requirement in their bid invitations and bid documents. In addition, public agencies must also file notice of their public works projects using DIR approved forms.

Registration is completed through an online application and requires a non-refundable \$300 fee to be paid by the contractors and subcontractors. The registration process requires contractors to:

- provide workers' compensation coverage to its employees
- hold a valid Contractors State License Board license
- have no delinquent unpaid wage or penalty assessments
- not be subject to federal or state debarment

Contractors must pay an annual renewal fee by July 1 of each year. The registration form is located on the DIR's website at <http://www.dir.ca.gov/DLSE/dlsepublicworks.html>.

To help awarding bodies and contractors comply with the new requirements, the DIR will post a database of registered contractors and subcontractors on its website. While non-registered contractors may not be awarded public works contracts after the effective date, inadvertently listing an unregistered subcontractor on a bid will not necessarily invalidate that bid. In addition, the registration requirement does not apply to private jobs that are determined to be public works after the contract has been awarded.

The new registration system replaces the previous requirement that awarding bodies pay for costs to monitor and enforce compliance with prevailing wage laws for certain public works projects. Registration and renewal fees will go into the State Public Works Enforcement Fund, which provides for the administration of contractor registration, monitoring and enforcement of prevailing wage laws, and the enforcement of Labor Code violations on public works projects by the DIR.

ITEMS OF THE BASE BID PROPOSAL

PARK IMPROVEMENTS:

Item No. 1 - Temporary Construction Fence to Install

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

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

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

Item No. 2 – Erosion and Sediment Control

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

- A. Storm Water Pollution Prevention Plan (SWPPP) – The City has prepared a SWPPP document per the requirements of this project. The contractor and its employees shall be familiar with the requirements outlined in the SWPPP document. The contractor shall have a staff person who is a Qualified SWPPP Practitioner (QSP) on site or have a staff person trained by a QSP on site during construction business hours.

The SWPPP shall reside on the site and or with the construction Forman throughout the duration of construction. The completed SWPPP Manual and Log shall be returned to the City's QSP prior to the final acceptance of the project.

- B. BMP Maintenance and Maintenance Log - The contractor's onsite QSP shall complete a maintenance inspection at a minimum of once a week and the inspection notes and information shall be logged in the SWPPP. The log shall have the time and date of when the maintenance and inspection was conducted. The City's QSP will also conduct maintenance inspections on a random basis and before, during and after precipitation events. If there is a dispute between the contractors and the City's QSP regarding the BMP maintenance then the City's QSD shall decide what is required. The completed maintenance log shall be kept in the SWPPP. Any required changes to the BMP's or erosion and sediment control plan shall be logged by the City's QSP.

More information and details of Best Management Practice the contractor shall refer the SWPPP prepared for this project and the Erosion and Sediment control plan.

C. Housekeeping Practices shall be implemented as follows:

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

system through proper material use, and waste disposal. Hazardous waste products commonly found on-site include but are not limited to paints & solvents, petroleum products, fertilizers, herbicides & pesticides, soil stabilization products, asphalt products, and concrete curing products. A list of materials expected to be used is listed in the SWPPP. If additional items or items need to be removed the contractor shall notify the City QSP.

7. Dust Control: The Contractor shall comply with all City and County of Sacramento, State of California air pollution control rules, regulations, ordinances, and statues which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Inspector to eliminate the nuisance of blowing dust without causing sediment, debris or litter to enter the City storm drain system.
8. Erosion, Sediment, and Pollution Control The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project. In addition the contractor shall take measures to eliminate any water with pollutants from entering the project site as 'run-on'. The contractor shall be responsible for erosion and sediment control at all times during (working hours) and during normal working days, excluding evenings, weekends and holidays. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.
9. Non-Storm Water, slurry and sediment from concrete or asphalt sawcutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Inspector.
10. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean up efforts shall be made prior to weekends and holidays, and before a predicted rain event.

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

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

11. More information and details of Best Management Practice the contractor shall refer the SWPPP prepared for this project and the Erosion and Sediment control plan.
- D. Construction site shall be prepared by the Contractor prior to the start of construction and shall have erosion and sediment control measures in place until the project is complete. Contractor shall ensure to have all erosion and sediment control measures as outlined on the plans and in the SWPPP in place throughout the year.
- E. Erosion and sediment control measures shall be installed and maintained before the start of construction begins and until disturbed areas are stabilized. All erosion and sediment control measures shall be checked and maintained by the contractor on a minimum of a weekly basis, before and after and during all storms to ensure measures are functioning properly.
- F. Erosion Control Plan may not cover all the situations that arise during construction due to unanticipated field conditions. Changes to the erosion and sediment control plan shall be made to meet field by the City's QSP. The contractor shall make the required changes within 48 hours.
- G. Exposed / Disturbed soils that are present, the Contractor shall replant the areas with native compatible, drought-resistant vegetation prior to the end of construction, before shutting a site down for the wet seasons, or areas not actively being constructed within the last 14 calendar days. In addition the contractor shall use wet suppression to dampen the soil to minimize dust on as need basis. The contractor shall provide a price in the bid to:
1. Install Poly-Acrylamide (PAM) and Copolymer of Acrylamide where the paving is scheduled to be installed (price to install two times)
 2. Install straw mulch with tackifier, install where planting is scheduled to be installed. (Price to install two times).
 3. Installation Copolymers of Sodium Acrylates and Acrylamides installed on slopes between 5:1 to 3:1. (Price to install two times).
- The contractor shall provide a square foot price per application (within the Schedule of Unit Pricing) to install these items as described above. If additional applications are required then the City will prepare a change order to increase the contract amount. If the items are not installed as described above then the City will prepare a deductive change order at the end of the project.
- H. Stabilized Construction Entrance shall be installed by the Contractor prior to the commencement of construction including clearing and grubbing. Location of the entrance may be adjusted by the Contractor to facilitate grading operations. All construction traffic entering the paved road must cross the stabilized construction entrance. The stabilized construction entrance shall remain in place until the road base rock course is completed or when the City QSP authorizes the removal of the stabilized construction entrance. The contractor will be responsible for cleaning the stabilized

construction entrance if the QSP finds it requires maintenance. All sediment deposited on paved roadways shall be swept at the end of each working day or as necessary.

- I. Fiber Rolls shall be installed per the plans and shall be placed around all new and existing drainage structure openings immediately after the structure opening is constructed. All fiber rolls shall be maintained and remain in place until construction is completed.

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

Item No. 4– Finish Site Grading

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

- A. **Layout of Work: The area will be rough graded to the subgrade elevation shown on the grading plan by Other, prior to September 30, 2014.**
 - 1. Grade the site to the tolerances shown.
 - 2. Tolerances: Site grading shall be to the elevations shown on the Drawings, plus or minus 0.1 foot vertically.
- B. The Contractor shall meet the lines and grades as shown on the grading plan. It shall be at the discretion of the Landscape Architect to allow the Contractor to make necessary adjustments to balance the earthwork on site at no additional cost to the City. The Contractor shall be solely responsible for earthwork calculations.
- C. Relative Compaction for landscaped areas shall be 85%.
- D. Planter Areas adjacent to paved areas shall be graded so that after settlement, the soil will be two inches (2") below the top of adjacent pavement, curbs or mowstrips.
- E. Site Grading shall be approved by the Landscape Architect upon completion of grading operations and prior to beginning landscape planting.

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

Item No. 5 - Catch Basin to Construct

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

- A. Catch Basin may be poured in place or may be precast per plans, and meeting city required dimension ratios or approved equal.
- B. Concrete shall be Portland Cement Concrete Class "C" or "D", as specified in Section 10-5, and concrete work shall be completed in conformance with applicable requirements of Section 20 of the Standard Specifications.
- C. Grate shall be Christy Traffic Rated grate, welded steel grate with cross bars, sized to fit catch basin with lock down bolts, or approved equal.

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

Item No. 6 – French Drain to Construct

This item shall consist of furnishing and placing a French Drain as shown on the plans in conformance with Sections 10 and 26 of the Standard Specifications and these Special Provisions.

- A. PVC Drain Pipe and fittings shall conform to Section 10-19 of the Standard Specifications.
- B. Trench Backfill shall conform to Drawing T-80 of the Standard Specifications.

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

Item No. 7 - 6" PVC Drain Pipe to Place

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

- A. PVC Drain Pipe and fittings shall conform to Section 10-19 of the Standard Specifications.
- B. Trench Backfill shall conform to Drawing T-80 of the Standard Specifications.

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

Item No. 8 - 8" PVC Drain Pipe to Place

This item shall consist of furnishing and placing 8" PVC Drain Pipe as shown on the plans in conformance with Sections 10 and 26 of the Standard Specifications and with these Special Provisions.

- A. PVC Drain Pipe and fittings shall conform to Section 10-19 of the Standard Specifications.
- B. Trench Backfill shall conform to Drawing T-80 of the Standard Specifications.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in 8" PVC Drain Pipe to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 9 -12" PVC Drain Pipe to Place

This item shall consist of furnishing and placing 12" PVC Drain Pipe as shown on the plans in conformance with Sections 10 and 26 of the Standard Specifications and with these Special Provisions.

- A. PVC Drain Pipe and fittings shall conform to Section 10-19 of the Standard Specifications.
- B. Trench Backfill shall conform to Drawing T-80 of the Standard Specifications.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in 12" PVC Drain Pipe to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 10 – Sanitary Sewer Pipe and Cleanout to Install

This item shall consist of furnishing and placing 4" PVC Sanitary Sewer Pipe and a clean out as shown on the plans in conformance with Sections 10 and 26 of the Standard Specifications and with these Special Provisions.

- A. PVC Sanitary Sewer and fittings shall conform to Section 10-19 of the Standard Specifications.
- B. Trench Backfill shall conform to Drawing T-80 of the Standard Specifications.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in 2" PVC Sanitary Sewer Pipe and Cleanout to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 11 - Cobble Rip Rap Spillway to Construct

This item shall consist of furnishing and constructing Cobble Rip Rap Spillway as shown on the plans, and these Special Provisions and in conformance with the Standard Specifications.

- A. Rip Rap Spillway shall be per plans.
- B. Cobble shall be 4" to 8" river washed cobble, and shall be free of broken cobbles, dirt and concrete.

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

Item No. 12 - Aggregate Base to Place

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

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

Item No. 13 - 6" Concrete Flatwork to Construct

This item shall consist of furnishing and constructing 6" reinforced Concrete Flatwork as shown on the plans in conformance with Sections 10, 18, and 24 of the Standard Specifications and as amended by these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.
- C. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius
- D. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a

medium finish.

- E. Test Panel shall be **required** and shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 36" X 36" X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in constructing 6" Concrete Flatwork to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 14 - 6" Colored Concrete Flatwork to Construct

This item shall consist of furnishing all materials and equipment necessary for installing 6" reinforced Colored Concrete Flatwork as shown on the plans in conformity with Sections 10, 18, and 24 of the Standard Specifications and as amended by these Special Provisions and the manufacturer's specifications.

- A. Portland Cement Concrete shall be Type II, Class "C"^{'''}C", conforming to Section 10-5 of the Standard Specifications.
- B. Colored Concrete: Manufacturer: Davis Colors manufactured by Davis Colors; phone 213-269-7311. Pigments shall contain pure, concentrated mineral pigments especially processed for mixing into concrete and complying with ASTM C979. If pigments are to be added to mix at the project site, furnish pigments in pre-measured Mix-Ready disintegrating bags.
- C. Color: Provide color selected by Landscape Architect from manufacturer's premium color line. Color shall be as shown on the plans by *Davis Colors* or approved equal. Submit sample chip of specified color indicating pigment number and required dosage rate. Pigment as necessary to match color sample in *Davis Colors Concrete Color Selector chart*. Mix in accordance with manufacturer's instructions. Mix until pigments are uniformly dispersed throughout mixture.
- D. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.
- E. Curing Compound for Colored Concrete: Provide W-1000 Clear Cure & Seal manufactured by Davis Colors or approved equal. Apply curing compound for colored concrete in accordance with manufacturer's instructions.
- F. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius

- G. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.
- H. Test Panel shall be **required** and shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 36" X 36" X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing 6" Colored Concrete Flatwork to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 15 – 3" Asphaltic Concrete to Place

This item shall consist of furnishing and installing three inches asphalt pavement as shown on plans in conformance with Section 10 and 22 of the Standard Specifications and these Special Provisions and Section 39 of the State Standard Specifications.

- A. Asphalt Concrete shall be Type B, per the Standard Specifications.
- B. Tack Coat shall be applied and shall conform to Section 22-7 of the Standard Specifications.
- C. Asphalt Binder shall be PG64-10 or PR64-16 and shall conform to Section 39 of the State Standard Specifications.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in 3" Asphaltic Concrete to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 16 – Single Flare Curb Ramp

This item shall consist of constructing a Single Flare Curb Ramp to Construct as shown on the plans, in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications and as amended by these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Grooves shall be as shown in Section 38, detail T-73 of the Standard Specifications.

- C. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.
- D. Finish shall be broomed parallel to the ramp edge with a medium broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.
- E. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius

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

Item No. 17 – Raised Curb to Construct

This item shall consist of furnishing all materials and equipment necessary for installing Raised Curb as shown on the plans in conformity with Sections 10, 18, and 24 of the Standard Specifications and as amended by these Special Provisions and the manufacturers specifications.

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

Finish shall conform to Section 24-7 of the Standard Specifications with the Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Raised Curb to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 18 – Type 2 Curb and Gutter to Construct

This item shall consist of constructing Type 2 Reinforced Curb & Gutter as shown on the plans in conformance with Sections 10, 19, and 24 of the Standard Specifications and these Special Provisions.

- A. Type 2 Reinforced Curb & Gutter shall be per City Standard Detail T-11 of the City Standard Specifications.
- B. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.
- C. Finish shall be broomed parallel to the mow strip edge with a Light broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.
- D. Expansion Joints and Score lines shall conform to Section 24-6 of the Standard Specifications with the exception of the following.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Type 2 Curb & Gutter to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 19 – Rolled Curb to Construct

This item shall consist of furnishing all materials and equipment necessary for installing Rolled Curb as shown on the plans in conformity with Sections 10, 18, and 24 of the Standard Specifications as amended by these Special Provisions.

- A. Type 2 Reinforced Curb & Gutter shall be per City Standard Detail T-11 of the City Standard Specifications.
- B. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- C. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius.
- D. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

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

Item No. 20 – Wheel Stops to Place

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

- A. Wheel Stops shall be per plans, or approved equal, and installed per the manufacturer's instructions.

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

Item No. 21 – Parking Lot Signage to Install

This item shall consist of furnishing and installing Various Parking Lot Signs including posts and hardware as shown on the plans and Standard Drawing T-190 of the City Standard Specifications and in conformance with these Special Provisions, the Standard Specifications.

- A. Various Parking Lot Signs shall be per plans.
- B. Concrete Footings shall be installed as specified by manufacturer and shall be Type II Class D Portland cement, conforming to paragraph 10-5 of the standard specifications.

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

Item No. 22 – Painted Pavement Striping and Markings

This item shall consist of accurately locating and painting two inch (2") wide stripes and pavement markings in the parking lot as shown on the Plans and Standard Drawing T-190 of the City Standard Specifications in conformance Sections 32-2 and 32-3 of the Standard Specifications and these Special Provisions.

- A. Paint shall be traffic line paint, 12 to 14 mils thick when wet.
- B. Curb Paint- Red curb paint shall be as shown on Standard Drawing T-160, for half circular curbing shown on the east side of the parking lot.
- C. Tolerance and Appearance shall conform to Section 32-2 of the Standard Specifications with the following exception: that there shall be no more than one-half inch (1/2") deviation from tangent alignment or true arc.

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

Item No. 23 - Farmer's Market Shade Structures to Install

This item shall consist of installing the Farmer's Market Shade Structures as shown on the drawings in conformance with these Special Provisions.

- A. Building Permits- The City's, Department of Parks and Recreation obtained a Building Permit from Development Services for the Poligon metal structure. All the engineered drawing & calculations and permit fees have been paid for on this structure by the City. Contractor is responsible for calling for inspections from the building department as well as special inspections required on the permit. The contractor shall finalize the permit with the building department prior to the final payment.
- B. Shade Structures will be purchased by the City and delivered to the project site. Contractor will be responsible for receiving and unloading the shade structure from the truck.
- C. Concrete Footings shall be installed as specified by manufacturer and shall be Type II Class D Portland cement, conforming to paragraph 10-5 of the standard specifications.
- D. All Fasteners shall be as supplied by the manufacturer.
- E. All Structural members and roof panels shall be powder coated, color per plans.

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

Item No. 24 – Domestic Water Line

This item shall consist of furnishing and installing a Domestic Water Line to the drinking fountains as shown on the plans, in conformance with sections 10, 13, 14, 17, 27 and 38 of the Standard Specifications these Special Provisions.

- A. Domestic Water Line shall be PVC pipe; Class 315, solvent weld and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.

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

Item No. 25 – Drinking Fountain to Install

This item consists of furnishing and installing an accessible Drinking Fountain with jug filler, drain and associated appurtenance in conformance with these Special Provisions and the Standard Specifications.

- A. Drinking Fountain shall be as shown on the plans or approved equal.
- B. 1" Supply Line shall be PVC pipe, Schedule 40, solvent weld with Schedule 80 fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.
- C. Two (2) Gate Valves with blow-off valves shall be installed in the water supply line in concrete valve boxes with locking tops. Gate valves shall be key-operated, size as shown on plans.
- D. Catch Basin shall be constructed as shown on the drawings. Concrete shall be Type II Class "D", as specified in Section 10 and concrete work shall be completed in conformance with applicable requirements of Section 30 of the Standard Specifications.
- E. Drain Line shall be ABS or PVC pipe, Schedule 40, solvent weld with PVC DWV fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.
- F. Drain Grate shall be No. 3 Round Drain, J. R. Smith Model 2110 series with vandal proof grate Model U or approved equal.
- G. Pea Gravel shall be 3/8" pea gravel washed with no fines.
- H. Sump shall be per plans.
- I. Filter Fabric shall be lightweight polyester engineering fabric, landmaster, Polyspun 'XL' as supplied by Horizon Irrigation Supply.
- J. ALL Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.

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

Item No. 26 - Irrigation Controller to Install

This item shall consist of furnishing and installing an Irrigation Controller as shown on the plans

in conformance with Section 34 of the Standard Specifications and these Special Provisions.

A. General

1. All materials furnished and installed shall be new and shall conform to the Standard Specifications for Public Works construction, current addition, as adopted by the City.
2. Mandatory pre-installation meetings are required for all City of Sacramento parks projects. The contractor shall organize and conduct an on-site, pre-installation meeting with a representative from John Deere Green Tech (equipment supplier), Gonzalo Albor, the City's Irrigation Specialist, the Landscape Architect and the Inspector prior to the installation of the central control system.

John Deere Green Tech representative is Jim Weller, phone number is (800) 427-0779.

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

B. Product

1. Conduit
 - a. All central control system interconnect conduit and fittings shall be PVC schedule 40 1 inch in size, unless otherwise noted.
 - b. All telephone service interconnect conduit and fittings shall be as approved by the local telephone company and shall be in a 2" conduit.
2. Conductor

- a. Communication Cable as required from the submaster satellite assembly to the other satellite assemblies on line shall be a 4 conductor shielded cable (part # EV-CAB-COM). Communication cable may be used to link satellites up to 5,000 feet in length from each other. Cable shall be installed in a 1-inch PVC schedule 40 conduit.
 - b. Flow Sensor Wire as required from the flow sensor into the satellite assembly enclosure shall be a 2 conductor shielded cable (part # EV-CAB-SEN). The sensor cable may be used to connect the flow sensor to a satellite up to 2,000 feet in length from each other. Cable shall be installed in a 1-inch PVC schedule 40 conduit.
 - c. Conductors shall be the same type and size shown on the drawings as required for proper operation of the system.
3. Wire Splices
- a. Conductors shall be installed with **NO UNDERGROUND** splices unless absolutely necessary and unavoidable. Any and all underground splices that are required to be made, must be approved by the City inspector and shall be placed in a suitable type 14 inch by 19 inch valve box for easy access.
 - b. Wire Splices on the communication or sensor cable shall be made with a splice kit (part # ETS-SPLICE).
4. Pull Boxes shall be fabricated from a durable plastic material resistant to weather, sunlight, and chemical action of soil. Pull boxes shall be a minimum size of 20 inches in length, 15.25 inches in width and 12 inches in height. In paved areas, the pull box shall be a concrete type with a cast iron lid.
5. Ground Rod
- a. A 5/8-inch by 8-foot ground rod, clamp and #10 wire shall be provided at every satellite location. It shall be installed within eight to twelve feet (8'-12') from the enclosure with nine inch (9") valve pit.
 - b. All central control system equipment shall grounded to conform to requirements of the National Electric Code, current edition as adopted by the City and the manufacturer specifications. No solder connections will be allowed. Resistance to ground shall be no more than 25 ohms.
6. Satellite Assembly
- a. The number and location of the satellites shall be as shown on the drawings and shall be as manufactured by Rain Master. Contact John Deere for North Natomas Regional Park. No optional Evolution Weather Station will be required.

- b. All satellites shall be pre-assembled; hereafter referred to as Satellite Assembly, by John Deere Green Tech in a top entry, SA6 series "Strongbox" stainless steel weatherproof, vandal resistant, lockable enclosure manufactured by V.I.T. Products.
- c. The satellite assembly shall consist of a stainless steel enclosure, stainless steel removable backboard, interconnect terminal strips, primary power voltage surge arrester, on/off switch, a ground fault interrupt circuit, ground rod, wire and clamp.
- d. The satellite assembly, (part# SA6-RM4-TW) series shall include a radio communication circuit board for communicating with the central computer by means of the radio system.
- e. All outdoor controller requires a fan (part# FAN-OPT). Controller may require a radio high gain antenna (part # RHG).
- f. The satellite assembly, (part# SA6-RM4-TW) shall include a hard wire communication circuit board for communicating with a submaster satellite assembly, when interconnected by means of hard wire (part# HWB).
- g. The satellite assembly (where applicable) shall include a flow sensing assembly with a normally open master valve (part# FSAV-300P).
- h. The satellite assembly shall include a Rain Master PRO-MAX built-in receiver only with controller access code, (part# PMR-CAC).
- i. The satellite assembly shall be covered by a five year limited warranty.

Execution of Work

1. Interconnect Conduit

- a. The interconnect conduit shall be located within the public right-of-way whenever possible. If the conduit is installed outside of the public right of way, an easement shall be provided to the City prior to installation.
- b. Conduit runs shall be installed as shown in the approved plans. The Inspector prior to installation shall approve any changes.
- c. The ends of the conduits, whether shop or field cut shall be reamed to removed burrs and rough edges. Cuts shall be made square and true.
- d. The ends of the conduit shall be capped until the pulling of wiring is started.
- e. Conduit bends, except factory bends, shall have radii of not less than six

times the inside diameter of the conduit.

- f. Conduit shall be installed at a depth not less than 18 inches below finished grade.
- g. Conduit shall be free of soil and debris.
- h. Nylon or polypropylene pull ropes with a minimum tensile strength of 500 pounds shall be installed in all conduits, which are to receive future, interconnect cable. At least 2 feet of pull rope shall be extended beyond each end of the conduit run and secured.

2. Interconnect Conductors

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

3. Pull Boxes

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

Equipment Supplier Support

- 1. Review system and plans.
- 2. Conduct one pre-construction meeting on site, for the contractor and owners' representative.
- 3. Hook-up communication and flow sensor cable inside the assembly.
- 4. Test to verify proper grounding.
- 5. Field test for proper operation of the assembly components.

6. Communication cable continuity and resistance test.
7. Calibration of assembly flow sensing components (if applicable).
8. Verify equipment conforms to and is installed in accordance with Green Tech and Manufacturers specifications and recommendations.
9. Perform functional test of system from a computer.
10. Provide written certification letter. The contractor is required to provide the Landscape Architect with a written certification letter by Green Tech, at final acceptance.

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

Item No. 27 - Automatic Irrigation System

This item shall consist of furnishing and installing an Automatic Irrigation System as shown on the drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

- A. Electric Control Valves shall conform to Section 36-13 of the Standard Specifications. Electric control valves shall be Superior model 950, or approved equal, and shall be constructed as specified in Section 10-50 of the Standard Specifications. Lawn and shrub area valves shall be installed at grade.
- B. Gate Valves shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be lead free and shall be manufactured by Nibco, Model number T-113LF or approved equal and as shown on the plans and shall be installed at the locations as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.
- C. Valve Boxes shall be installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.
- D. Electrical shall conform to Section 34 of the Standard Specifications.
- E. Irrigation Control Wires shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trench for irrigation control wires through existing lawn shall be twenty-four inches (24") deep. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.

Irrigation Control Wires shall be color coded to the use listed below and follow the colors

associated with them.

1. Full Rotor - Red Wire
2. Part Rotor - Green Wire
3. Spray Heads - Yellow Wire
4. Bubblers - Blue Wire
5. Common Wire - White Wire

- F. Quick Coupling Valves shall be by Hunter, as specified in the plans, or approved equal. Quick coupling valve shall be constructed of brass with a locking yellow thermoplastic rubber cover with "DO NOT DRINK" markings. Quick Coupling valve shall have a one inch (1") threaded pipe and key connection and shall be installed as shown on the plans in conformance with Section 10-53 of the Standard Specifications and shall be installed with the top at finished grade. Four (4) quick coupler keys shall be provided to the City of Sacramento at the completion of the project.
- G. Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All fittings on the upstream and all threaded pipe fittings downstream side of the irrigation valve shall be Schedule 80 PVC.
- H. Main Line Pipe shall conform to Section 10-44 of the Standard Specifications and be amended as follows: Main line shall be Class 315, ring-tite PVC pipe for pipes 3" and larger, and shall be Schedule 40 solvent weld PVC pipe for pipes smaller than 3". All Class 315 ring-tite and Schedule 40 PVC pipes shall have concrete thrust blocking in conformance with Section 27-6 and Standard Drawing No. "W-103" of Section 38 of the Standard Specifications. The contractor shall pressure test the irrigation main line with the inspector present. The pressure test shall consist of the contractor pressurizing the mainline to 150 PSI for two hours with zero pressure loss with either the Inspector or Landscape Architect present.
- I. Lateral Line Pipe or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld PVC pipe and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.
- J. PVC Primers and Solvent welded - PVC pipes will require the following primer and solvent glue applications. Primer shall consist of Weld-On P-70 Industrial Grade Primer and the PVC Solvent Cement shall be Weld-On 711 Heavy Bodied Cement, or approved equal. The primer and solvent cement shall be installed per manufactures specifications.
- K. Sprinklers shall be installed at the locations shown on the plans, in conformance with Standard Drawing No. L-50 of Section 38 of the Standard Specifications. Sprinklers shall be the type and model as shown on the plans.
- L. Ball Valve Assembly shall be installed at the locations shown on the Plans. Ball Valve Assembly shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be the type and model as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.

- M. Electronic Marker System shall conform to Section 10-54 of the Standard Specifications, except as amended by the following: no marker locators will be required by the Contractor. Contractor shall supply only enough markers for use in new irrigation system. The markers shall be fastened to the underside of the valve box cover of buried lawn area valves only. The marker shall be 3M EMS Mini-Marker – Water, model 1257.
- N. Irrigation Sleeves – Shall conform to the Standard Specifications 36-8. The minimum diameter of the sleeve shall be at least two times the diameter of the conduit going through the sleeve. The sleeve shall extend a minimum of 1' beyond the edge of the paving.
- O. Preconstruction Test of Existing Irrigation System—City and Contractor shall perform a preconstruction irrigation test prior to the start of construction. During the test all existing remote control valves shall be turned on with the irrigation controller (manually operation is not permitted). The following irrigation items shall be marked with flags and marking paint: valves, quick couplers, working heads marked blue and broken head marker yellow. All existing broken heads shall be repaired by the City unless specified as an item on the project plans or specifications.

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

Item No. 28 - Trees to Plant (15 Gal.)

This item shall consist of furnishing, preparing and planting 15-gallon Trees in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.

Soil in lawn areas adjacent to paved areas shall be graded so that after settlement, the soil will be one half inch (1/2") below the top of the paving.
- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- C. Trees and Planting Materials shall conform to Section 35-7 of the Standard Specifications, except where noted.
 - 1. Trees quality and size shall comply with current edition of "American Standard for Nursery Stock" as adopted by the American Association of Nurseryman.
 - 2. Plant Schedules shown on the plans are for the Contractor's convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.
 - 3. Tree Stake shall be pressure-treated lodge pole pine, eight foot (8') by two inch

(2") diameter.

4. Nursery Stakes shall be removed at the time of planting. No nursery stake shall be present prior to final acceptance unless other directed by the Landscape Architect.
5. Tree Ties shall conform to Section 35-7, paragraph G with the exception of the ties shall be rubber and attached per planting detail.
6. Mulch shall conform to the applicable paragraphs of Section 35-8. Mulch area shall be a four foot (4') diameter circle from the tree base in turf.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Trees to Plant (15 gallon) as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 29 - Trees to Plant (24" Box)

This item shall consist of furnishing, preparing and planting 24" Box Trees in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.

Soil in lawn areas adjacent to paved areas shall be graded so that after settlement, the soil will be one half inch (1/2") below the top of the paving.
- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- C. Trees and Planting Materials shall conform to Section 35-7 of the Standard Specifications, except where noted.
 1. Trees quality and size shall comply with current edition of "American Standard for Nursery Stock" as adopted by the American Association of Nurseryman.
 2. Plant Schedules shown on the plans are for the Contractor's convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.
 3. Tree Stake shall be pressure-treated lodge pole pine, eight foot (8') by two inch (2") diameter.
 4. Nursery Stakes shall be removed at the time of planting. No nursery stake shall be present prior to final acceptance unless other directed by the Landscape Architect.
 5. Tree Ties shall conform to Section 35-7, paragraph G with the exception of the

ties shall be rubber and attached per planting detail.

6. Mulch shall conform to the applicable paragraphs of Section 35-8. Mulch area shall be a four foot (4') diameter circle from the tree base in turf.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Trees to Plant (24" box) as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 30 - Imported Topsoil for Landscape Planters

This item shall consist of furnishing and placing imported topsoil in the parking lot planter areas and the raised landscape planters in the Farmers Market as shown on the plans, in conformance with the plans and these specifications and in conformance with Section 14 of the Standard Specifications and as directed by the Park Construction Inspector.

- A. Certification stating quantity, type, and composition, weight and origin for all import topsoil shall be delivered to the City Representative before the material is used on the site.
- B. Soil Samples shall be provided, a one-quart sample of the import topsoil shall be sent to Soil and Plant Laboratory of Santa Clara, (408) 727-0330, for their testing for conformance to this specification. No material shall be delivered to the site, until the City Representative approves the material. All testing costs shall be paid for by the Contractor. Contractor shall allow for sufficient time for such testing prior to construction. Testing costs for the initial samples and costs for any additional samples due to non-compliance shall be paid for by the Contractor.
- C. Import Topsoil shall be a homogeneous mineral soil classified as sandy loam, or fine sand. Particle size data shall be based upon standard USDA methodology. Of the material falling in the sand category, a minimum of 80% shall fall in the fine sand range .05 - 5mm. Gravel content greater than 2.0mm shall be less than 15%. Import topsoil shall not contain more silt and clay than the on-site native soil. The sum of silt plus clay shall be less than 25%; the soil shall be nonsaline as determined on the saturation extract. Salinity shall not exceed 3.0 mmhos/cm, boron shall not exceed 1.0 ppm and the sodium absorption ratio (SAR) shall not exceed 6.0. Soil reaction as determined on a saturated paste shall fall between 5.5 and 7.5. The soil shall be free of organic herbicides, or other growth-restricting chemicals. Contamination may be tested by greenhouse trials using rye grass and radish as test crops using the proposed import soil as substrate. These trials require four to five weeks for completion.

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

Item No. 31 - Shrub and Groundcover Areas to Plant

This item shall consist of furnishing, preparing and planting Shrub and Groundcover Areas in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications. Soil in Shrub and Groundcover areas adjacent to paved areas shall be graded so that after settlement, the soil will be three inches (3") below the top of the adjacent paving or curb.
- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- C. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.
 - 1. Soil Conditioner/Fertilizer Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.
- D. Planting Materials shall conform to Section 10-43 and 35-8 of the Standard Specifications.

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

Item No. 32 - Landscape Weed Fabric to Install

This item shall consist of furnishing and installing landscape weed block fabric under cobble rip rap spillway and under all bark mulch in all planted areas in conformance with the Standard Specifications and as amended by these Special Provisions.

- A. Landscape Weed Fabric shall be DeWitt Weed Barrier Landscape Fabric, 3.5 ounce, 12 yr, Color Brown, UV treated, spunbonded fabric or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.
- B. Metal Anchor Pins shall be by Dewitt or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

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

Item No. 33 - Bark Mulch to Install

This item shall consist of furnishing and installing a 4" layer of bark mulch in all planted areas and tree wells in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

Mulch shall be evenly spread in all planter areas as specified on the plans. Mulch shall be Medium Walk on Bark, consisting of shredded Douglas fir, Red fir or white fir, fibrous in nature, four inch (4") minimum to four-inch (4") maximum in length, available from Redi-Gro, or approved equal. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.

Mulch shall be at a four-inch (4") finished depth at time of final acceptance by the City, and shall be free of deleterious material.

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

Item No. 34 - Root Barriers to Install

This item shall consist of furnishing and installing Root Barriers along the perimeter of the square planters within the Farmer's Market areas in conformance with the Standard Specifications and as amended by these Special Provisions.

- A. Root Barrier shall 24" high by 24" long EP panel, part number EP-2450., by NDS, Inc, or approved equal. Top edge of root barrier shall be 2" below finish grade. Bottom edge shall be 26" below finish grade. Install per manufacturers specifications and per plans.

Manufacture: NDS, Inc., 851 North Harvard Avenue, PO Box 339, Lindsay, CA.
93247,
Phone (800) 726-1994 Fax: (800) 726-1998, or e-mail nds@ndspro.com.

- B. Submittals: Submit manufacture's 6" by 6" sample of root barrier panels, with manufacture's standard warranty, product data and installation instructions.
- C. Reference: ASTM D 256 - Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics. ASTM D 638 - Standard Test Method for Tensile Properties of Plastics. ASTM D 785 - Standard Test Method for Rockwell Hardness of Plastics and Electrical Insulating Materials. ASTM D 790 - Standard Test Methods for Flexural

Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

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

Item No. 35 - Turf Sod to Place

This item shall consist of preparing and planting lawn sod in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Preparing of Planting Areas, Section 35-5 of the Standard Specifications shall be amended as follows: Soil shall be cultivated until the condition of the soil is loose and fine-textured to a depth of four inches (4"). Finish grade of all planting areas shall be reviewed and approved by the Landscape Architect before proceeding with planting.

Soil in lawn areas adjacent to curbs or paved areas shall be graded so that after settlement, the soil will be one half inches (1/2") below the top of curb or paving.

- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- C. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.

1. Soil Conditioner/Fertilizer shall be Tri-C 6-2-4 w/ 5% Sulfur, or approved equal. Soil conditioner shall contain 6-2-4 (NPK ratio) and 20% humic acids, and shall be applied at the rate of 70 lbs. per 1,000 square feet. Soil conditioner shall be cultivated into the top six inches (6") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Project Construction Inspector. For supplier call 1-800-927-3311 or (909) 590-1790.

2. Organic Amendment shall be nitrogen treated fir bark with the following properties:

Physical Properties: 95% - 100% passing, sieve size 6.35 mm (1/4" inch),
80% - 100% passing, sieve size 2.38 mm (No. 8, 8 mesh), and 0% - 30% passing, sieve size 500 micron (No. 35,32 mesh).

Chemical Properties: Nitrogen Content (dry weight basis) – 0.4-0.6% iron content – minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts – maximum 3.5 milliohms / centimeter @ 25 degrees C. as determined by saturation extract method; ash – 0 – 6.0%

- D. Amendment shall be uniformly distributed throughout all irrigated planted areas and incorporated to a homogenously blended depth of six inches. Application rate shall be 3

cubic yards per 1,000 square foot.

- E. Turf Sodding shall conform to Section 10-42, and applicable paragraphs of Section 35-12 of the Standard Specifications and these Special Provisions.
 - 1. Turf Sodding shall consist of 90% Dwarf Fescue mix, and 10% Dwarf Kentucky Bluegrass.
- F. Turf Starter Fertilizer shall be shall be applied at the rate of ten (10) lbs. per 1,000 square. Starter fertilizer shall conform to the requirements of the California Food and Agricultural Code

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

Item No. 36 - Plant Establishment (30 days)

- A. Start of Maintenance Period shall conform to Section 35-15 of the Standard Specifications. As amended by the following: The start of the Maintenance period will not start until SUBSTANTIAL COMPLETION (refer to sections 1-45 and 8-4 of the 2007 City Standard Specifications) of the entire project has been determined by the City landscape architect.
- B. Watering shall conform to Section 35-13 of the Standard Specifications and these Special Provisions.
- C. Plant Replacement shall conform to Sections 35-14 of the Standard Specifications.
- D. Plant Establishment period or Landscape Maintenance Period shall conform to Section 35-16 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be THIRTY (30) calendar days and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance shall continue until final acceptance of the work.
- E. Lawn Maintenance shall conform to Section 35-16 of the Standard Specifications. When the lawn reaches three inches (3") in height, the Contractor shall mow it to a height of one and one-half inches (1-1/2"). The lawn shall be mowed thereafter on a weekly basis to a height of one and one-half inches (1-1/2"). Lawn growing around trees, light poles, fences, and other obstacles shall be maintained at a height equal to that of the adjacent lawn areas, or may be chemically controlled with the approval of the Landscape Architect. Catching of lawn clippings shall not be required. Following a minimum of two (2) mowings the Contractor shall be required to treat the lawn with a selective broadleaf and grass weed herbicide that will not harm the lawn. The Contractor shall conform to Section 35-6 of the Standard Specifications for application of herbicides.
 - 1. Lawn Fertilizer (2nd Application): One week prior to the final inspection the

Contractor shall apply to all lawn areas a second application of fertilizer with a 16-6-8, N-P-K analysis, at six (6) pounds per 1,000 square feet.

- F. Tree & Shrub Maintenance. Trees and Shrubs shall be pruned and shaped as directed by the Landscape Architect. Trees shall be restaked as necessary. Maintain watering basins and shrub and groundcover areas free of weeds.
- G. Pre-Final Inspection shall conform to Section 35-17 of the Standard Specifications and be amended as follows: Seven (7) weeks prior to the end of Maintenance Period, the Inspector and the Landscape Architect shall conduct a pre-final inspection. At the pre-final inspection or at anytime thereafter, should the Inspector determine that the project meets the requirements of the final acceptance of the work, he may issue final acceptance of the project to the Contractor.
- H. Final Inspection shall conform to Section 35-18 of the Standard Specifications. At the time of final acceptance of the work, any square yard of the planted areas shall be ninety percent (90%) weed free and in a neatly mowed condition, as determined by the Inspector.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Plant Establishment (30 days) as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 37 - Electrical System to Install

This item shall consist of furnishing, installing and testing the electrical system improvements, shade structure lighting, electrical pedestals with receptacles Main Switchboard, SMUD transformer on a concrete pad, parking lot light foundations, electrical pull boxes and conduit with pull ropes as shown on the plans in conformance with section 34 and 38 of the Standard Specifications and these Special Provisions.

- A. Concrete Pads for Electrical Equipment or SMUD shall be installed as shown on the plans in conformance with sections 10, 19, and 24 of the Standard Specifications and with these Specials Provision.
- B. Concrete Foundations for Parking Lot shall be installed as shown on the plans in conformance with sections 10, 19, and 24 of the Standard Specifications and with these Specials Provision.
- C. Electrical Pull Boxes, Underground Conduits, Conductors which are shown on the plans or specified herein and which are necessary to complete the park electrical system shall be furnished and installed.
- D. Metered Service Pedestal for Irrigation system shall be installed per Standard Specifications and as shown on the Contract Documents. All metered service pedestal shall be per Details and CEC 2013.

- E. Electrical Incidental Parts which are not shown on the plans or specified herein and which are necessary to complete the park electrical shall be furnished and installed as through such parts were shown on the plans or specified herein.
- F. Electronic Marker System shall conform to Section 10-54 of the Standard Specifications, except as amended by the following: no marker locators will be required by the Contractor. Contractor shall supply only enough markers for use in new electrical system. The markers shall be placed within the pull box cover of buried lawn area pull boxes. The marker shall be 3M EMS 4" Extended Range 5' Ball Marker – Power 1402-XR.
- G. Main Service Board for Park Lighting systems shall be installed per Standard Specifications and Contract Drawing as shown on the plans. All Metered Service and Sport Lighting Electrical Distribution Cabinet shall be per CEC 2013.
- H. Concrete Pads for Electrical Equipment or SMUD shall be installed as shown on the plans in conformance with sections 10, 19, and 24 of the Standard Specifications and with these Specials Provision.
- I. Electrical Incidental Parts which are not shown on the plans or specified herein and which are necessary to complete the park electrical shall be furnished and installed as through such parts were shown on the plans or specified herein.

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

Item No. 38 - Trash Receptacles to Install

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

- A. Trash Receptacle shall be per Plans, or approved equal, and installed per the manufacturer's instructions.
- B. Anchor Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor.
- C. ALL Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.

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

Item No. 39 – 8’ Bench to Install

This item shall consist of furnishing and installing a 8’ Bench as shown on the plans in conformance with these Special Provisions and the manufacturer’s specifications.

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

Payment shall be made at the unit price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 8’ Bench to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 40 – 8’ Bench without Back to Install

This item shall consist of furnishing and installing a 8’ Bench without back as shown on the plans in conformance with these Special Provisions and the manufacturer’s specifications.

- A. Bench without back shall be per Plans, or approved equal, and installed per the manufacturer’s instructions.
- B. Anchor Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor.
- C. ALL Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.

Payment shall be made at the unit price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 8’ Bench without Back to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 41 – Concrete Box Seats to Install

This item shall consist of furnishing and precast concrete box seats as shown on the plans in conformance with these Special Provisions and the manufacturer’s specifications.

- A. Concrete Box Seats shall be per Plans, or approved equal, and installed per the manufacturer's instructions.

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

Item No. 42 – Bike Racks to Install

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

- A. Bike Rack shall be per Plans, or approved equal, and installed per the manufacturer's instructions.
- B. Anchor Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor.
- C. ALL Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.

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

ATTACHMENT A

Geotechnical Report

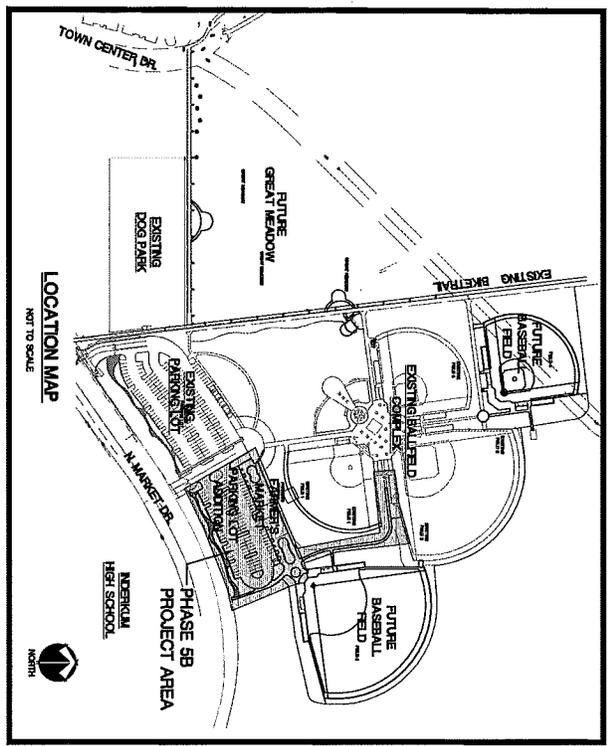
ATTACHMENT B

Storm Water Prevention Pollution Details

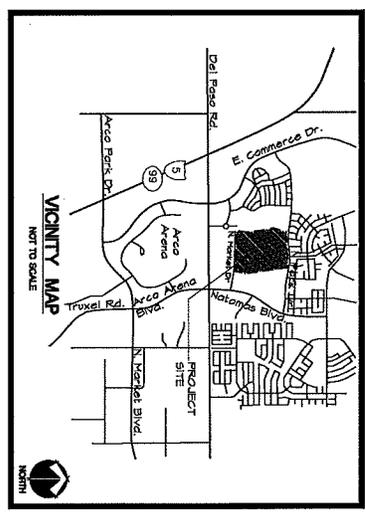
CITY OF SACRAMENTO
 DEPARTMENT OF PARKS AND RECREATION
 LANDSCAPE ARCHITECTURE SECTION

CONSTRUCTION PLANS FOR:
N. NATOMAS REGIONAL PARK PH 5B
FARMERS' MARKET AND PARKING

SITE ADDRESS: 2501 NEW MARKET DR.
 PROJECT NUMBER: L19140200
 PARCEL NO. 225-0040-090-0000
 WDDID:
 TOTAL AREA DISTURBED: 22 ACRES



- PROJECT GENERAL NOTES**
- COORDINATION OF CONTRACT DOCUMENTS: REFER TO SECTION 9.3 FOR THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION.
 - TRAFFIC CONTROL REQUIREMENTS: REFER TO SECTION 9.3 FOR THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION.
 - EXISTING UTILITIES: REFER TO SECTION 9.3 FOR THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION.
 - UTILITIES REFER TO SECTION 9.3 FOR THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION.
 - PRELIMINARY SURVEY INSTRUMENTS: REFER TO SECTION 9.3 FOR THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION.
 - IF HUMAN BIRDS ARE ENCOUNTERED: ALL WORK IN THE NEW STALL STOP MONITOR AND THE STATION TO THE NORTH. IMMEDIATELY, IF THE BIRDS ARE DETERMINED TO BE NESTS, NOTIFY THE CALIFORNIA DEPARTMENT OF PUBLICATIONS AND RECREATION. ANY IDENTIFIED DISSEMINANTS MUST BE NOTIFIED AND RECOMMENDATIONS FOR CLEAN SECTION 15.004.5. HEAVY AND SAFETY CODE SECTION 7050.5. PUBLIC RESOURCES CODE SECTION 5097.94 AND 5097.95C.
 - TRAFFIC SAFETY PLANS: REFER TO SECTION 9.3 FOR THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION.
 - PROTECTION OF WORK, PERSONS AND PROPERTY AGAINST DAMAGE: REFER TO SECTION 9.3 FOR THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION.
 - RECORD DRAWINGS OF THE PROJECT: REFER TO SECTION 9.3 FOR THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION.
 - LAWS, REGULATIONS: REFER TO SECTION 9.3 FOR THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION AND THE 2007 STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION.
 - RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND REPAIRING DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT THE CITY OF SACRAMENTO AT (916) 498-1100 PRIOR TO WORK COMMENCEMENT.



TITLE	SHEET NO.
COVER SHEET	L1
DEMOLITION & EXISTING CONDITIONS	L2
GRADING & DRAINAGE PLAN	L3
LAYOUT PLAN	L4-L5
IRRIGATION PLAN	L6
PLANTING PLAN	L7
CONSTRUCTION DETAILS	L8-L9
SHADE STRUCTURES	L10-L11
ELECTRICAL PLANS	E1-E3, E6-E9

CITY REPRESENTATIVE:
 JAMES CORTEZ, DIRECTOR
 DEPARTMENT OF PARKS AND RECREATION
 915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814
 TELEPHONE (916) 898-7653 FAX (916) 898-4295

APPROVED BY: *[Signature]* DATE: *8/14/14*

[Signature] DATE: *8/14/14*

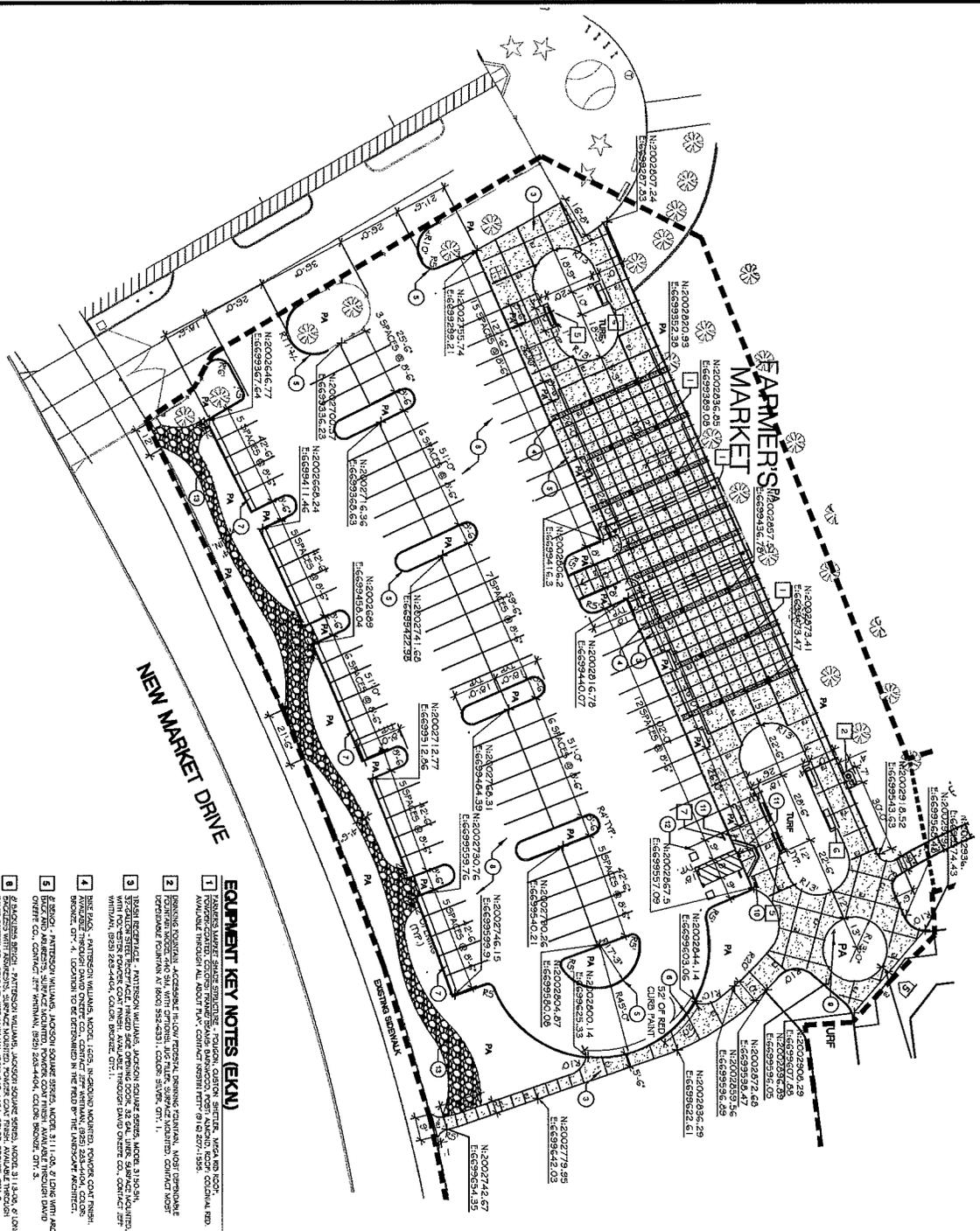
C. GARY HYDEN, SUPERVISING LANDSCAPE ARCHITECT
 DEPARTMENT OF PARKS AND RECREATION
 SHANNON D. BRIDEN, PARKS MAINTENANCE MANAGER
 DEPARTMENT OF PARKS AND RECREATION

SHEET NO. **L1** of **18**

DATE	AUG 2014
SCALE	AS SHOWN
DESIGN	BY J. BRIDEN
CHECKED	BY C. GARY HYDEN
DATE	8/14/14

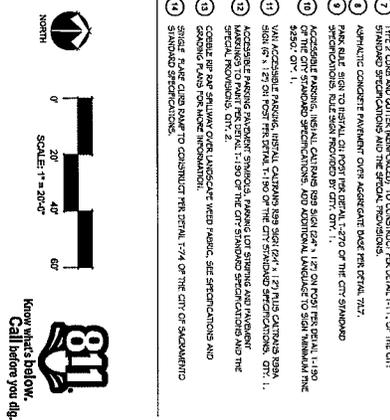
N. NATOMAS REG. PARK PH 5B
 FARMERS' MARKET AND PARKING
COVER SHEET (REVISED 10-1-14)

CITY OF SACRAMENTO
 DEPT. OF PARKS & RECREATION
 LANDSCAPE ARCHITECTURE SECTION
 915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814



- ### EQUIPMENT KEY NOTES (EKN)
1. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.
 2. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.
 3. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.
 4. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.
 5. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.
 6. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.
 7. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.
 8. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.

- ### KEY NOTES (KN)
1. SCORE JOINT TO INSTALL PER DETAIL 407. TYPICAL.
 2. CONCRETE FAVOROR OVER ADJACENT SIDE PER DETAIL 517.
 3. COLORED CONCRETE OVER ADJACENT SIDE PER DETAIL 517.
 4. PAVED CURB PERFORMED TO COMPLY PER DETAIL 417.
 5. ROUTE CURB REINFORCED TO COMPLY PER DETAIL 1-11. CURB TYP. 1. OF THE CITY.
 6. SHIMMED STRICH CHANNEL AND THE SPECIAL PROVISIONS.
 7. TYPE 2 CURB AND CUTTER REINFORCED TO COMPLY PER DETAIL 1-11. OF THE CITY.
 8. ASPHALT CONCRETE FAVOROR OVER ADJACENT SIDE PER DETAIL 717.
 9. PARK PLANT SIGN TO DETAIL CALL PER DETAIL 1-270 OF THE CITY SHIMMED STRICH CHANNEL AND THE SPECIAL PROVISIONS.
 10. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.
 11. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.
 12. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.
 13. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.
 14. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE. PROVIDE PLANTER SPECIFICATIONS TO LOCAL CUSTOMER SERVICE.

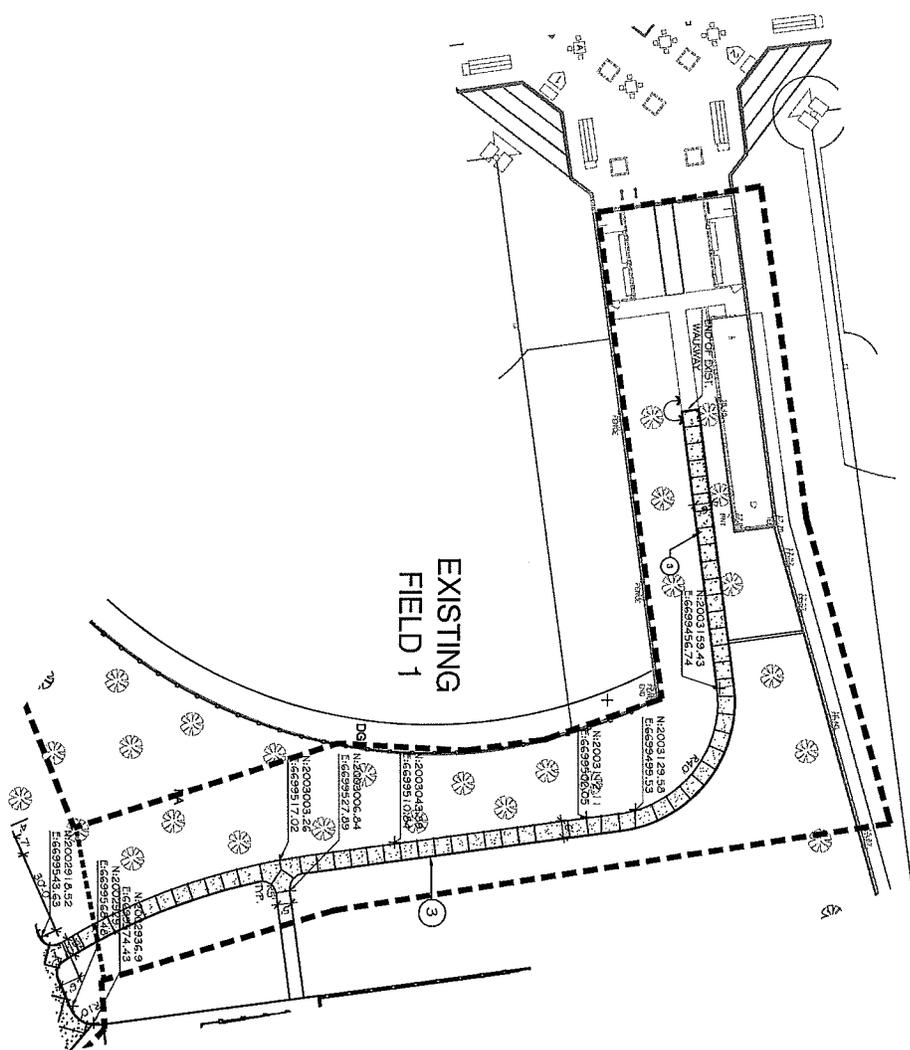


- ### LAYOUT GENERAL NOTES
1. REFER TO CITY OF SACRAMENTO FIELD BOOK. NOTES: PAGE 57, 1-271 TO 1-273 FOR VARIOUS SECTIONAL PART TYPES/CONCRETE SLAB.
 2. HORIZONTAL CONTROL GPS STATION COORDINATE BASED ON NAD 83-23 NORTH OF SACRAMENTO GPS AND GRID. VERTICAL CONTROL (ELEVATION) BASED ON 2571.641 MSL WITH LUMP DIFFERENTIAL CONCRETE NORTH PARK DR. AND NORTH BROADWAY DR. DETAIL 1-15.549 FT.
 3. VERTICAL DIMENSIONS SHALL HAVE PRECEDENCE OVER HORIZONTAL DIMENSIONS. ALL FIELD DIMENSIONS SHALL BE TO INSIDE EDGE OF CONCRETE FAVOROR OVER ADJACENT SIDE OR CURB OR CENTER POINT OF ROAD. CONTRACTOR SHALL PROVIDE SMOOTH TRANSITIONS BETWEEN TYPICAL SHIMMED STRICH CHANNEL DISCONTINUITIES.
 4. VERIFY FINISH ELEVATIONS BEFORE BEGINNING WORK. NOTIFY INSPECTOR IF THESE ARE UNACCEPTABLE.
 5. HIGH CONCRETE FAVOROR SHALL BE SET GRADE OR FINISH CONCRETE FAVOROR OR ASPHALT FINISH. WHERE NEW CONCRETE IS PLACED ADJACENT TO EXISTING CONCRETE FAVOROR, AND CURB, DURING CONCRETE PLACEMENT, OR DURING ASPHALT FINISH, AND NEW CONCRETE FAVOROR SHALL HAVE FORMS REMOVED BY LANDSCAPE ARCHITECT PRIOR TO POURING CONCRETE.
 6. SHIMMED STRICH CHANNEL SHALL BE INSTALLED PRIOR TO FINISHING CONCRETE WORK.
 7. ALL MATERIALS FINISHED SHALL BE AS PER DRAWINGS. REFER TO SPECIFICATIONS 1-274 FOR CONCRETE FAVOROR AND ASPHALT FINISH. REFER TO SPECIFICATIONS 1-275 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-276 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-277 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-278 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-279 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-280 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-281 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-282 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-283 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-284 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-285 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-286 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-287 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-288 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-289 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-290 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-291 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-292 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-293 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-294 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-295 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-296 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-297 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-298 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-299 FOR ASPHALT FINISH. REFER TO SPECIFICATIONS 1-300 FOR ASPHALT FINISH.
 8. JOINTS TO BE PLACED AS SHOWN ON PLANS.
 9. SCORE JOINTS TO BE SHOWN ON PLANS.

811
Keep it Right Below.
Call before you dig.

N. NATOMAS REGIONAL PARK PH 5B
FARMERS' MARKET AND PARKING
LAYOUT PLAN (revised 10-1-14)

CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814



SEE SHEETS L4 FOR LAYOUT NOTES, LEGEND, EQUIP. KEY NOTES AND KEY NOTES



SHEET NO. **L5 of 18**

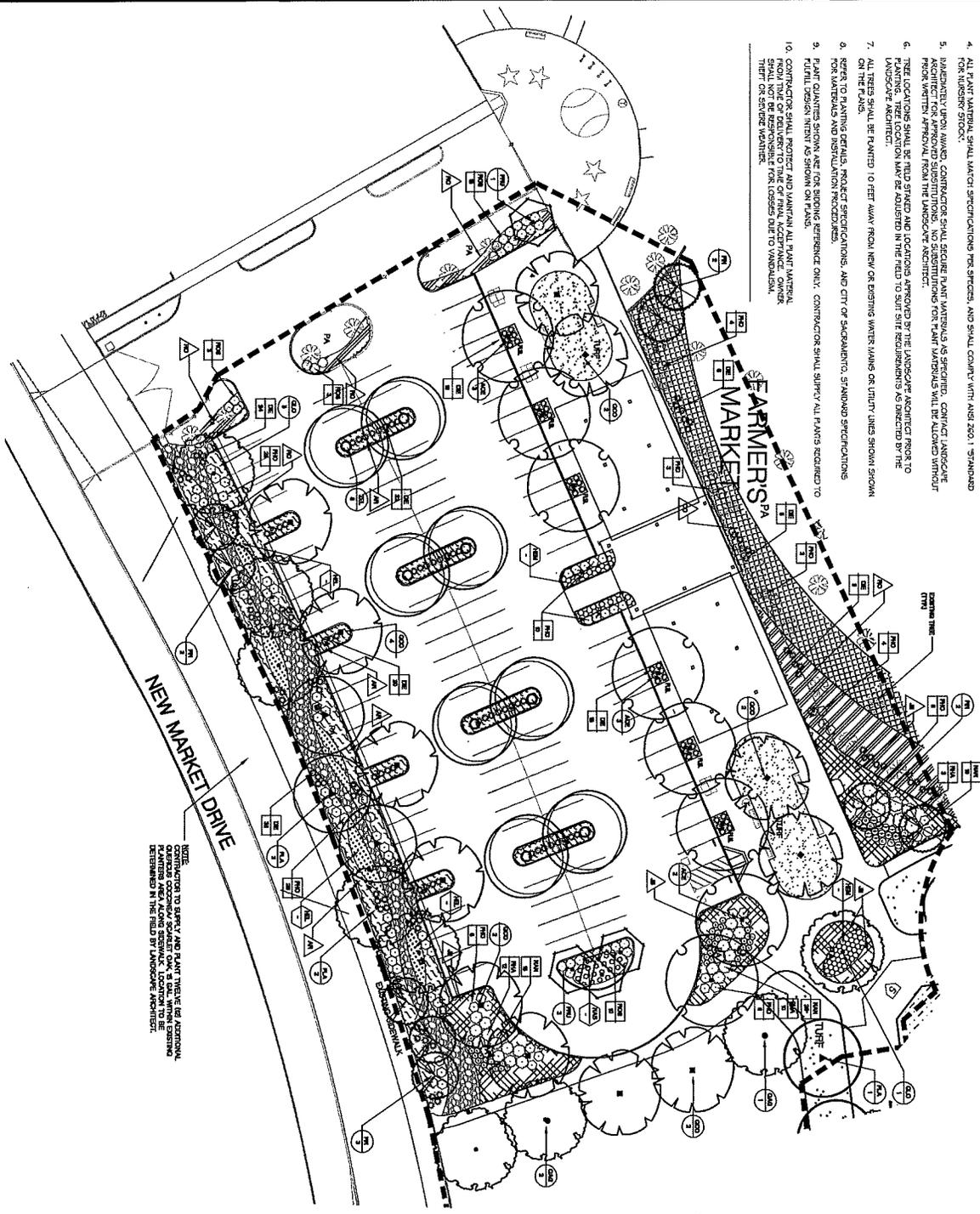
LANDSCAPE ARCHITECT
 DESIGN PREPARED BY
 T. WISNOMSKI & D.W.
 DATE: AUG 2014
 SCALE: AS SHOWN
 P. N. 1181409200
 REVISIONS

N. NATOMAS REG. PARK PH 5B
 FARMERS' MARKET AND PARKING
LAYOUT PLAN (revised 10-1-14)

CITY OF SACRAMENTO
 DEPT. OF PARKS & RECREATION
 PARK PLANNING & DEVELOPMENT SERVICES
 LANDSCAPE ARCHITECTURE SECTION
 915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

PLANTING GENERAL NOTES

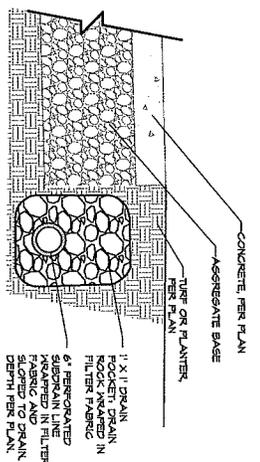
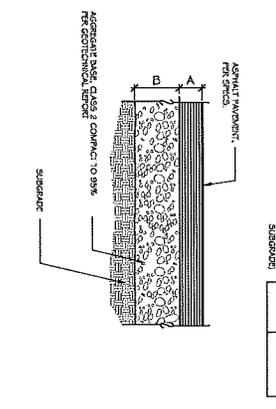
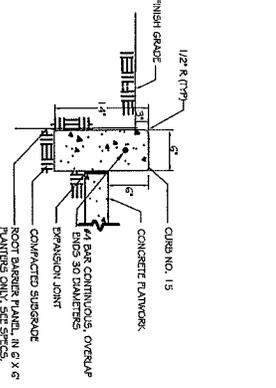
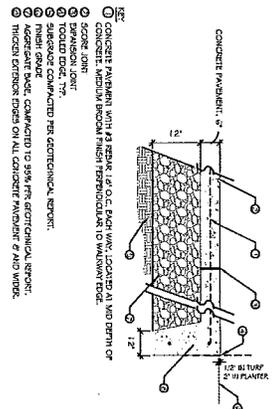
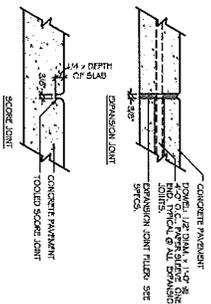
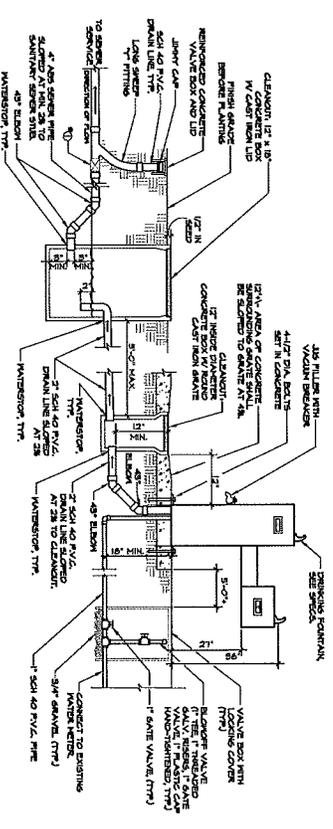
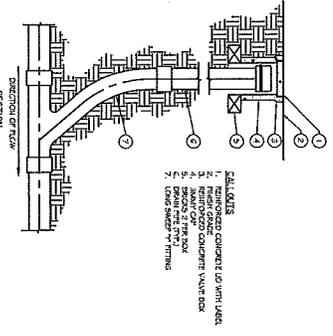
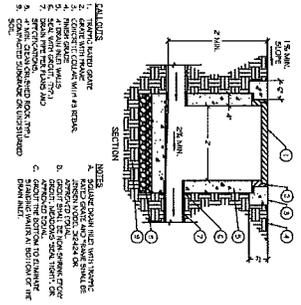
1. IRRIGATION SYSTEM SHALL BE OPERATIONAL AND COVERAGE APPROVED PRIOR TO INSTALLATION OF PLANT MATERIALS.
2. PROVIDE MINIMUM SLOPE OF 2% FOR DRAINAGE IN ALL PLANTED AREAS.
3. THE FINISHED GRADE FOR ALL PLANTINGS SHALL BE 3" BELOW THE TOP-OF-CURB OR ADJACENT FINISH; AND 1/2" FOR TURF AREAS.
4. ALL PLANT MATERIAL SHALL MATCH SPECIFICATIONS PER SPECIES, AND SHALL COMPLY WITH ANSI Z60.1 STANDARD FOR NUMBER STOCK.
5. IMMEDIATELY UPON AWAKE, CONTRACTOR SHALL SECURE PLANT MATERIALS AS SPECIFIED. CONTRACT LANDSCAPE ARCHITECT FOR APPROVED SUBSTITUTIONS. NO SUBSTITUTIONS FOR PLANT MATERIALS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT.
6. TREE LOCATIONS SHALL BE FIELD STAKED AND LOCATIONS APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING. TREE SPECIES SHALL BE COLLECTED IN THE FIELD TO MEET SPECIFICATIONS AS SPECIFIED BY THE LANDSCAPE ARCHITECT.
7. ALL TREES SHALL BE PLANTED 10 FEET AWAY FROM NEW OR EXISTING WATER LINES OR UTILITY LINES SHOWN SHOWN ON THE PLANS.
8. REFER TO PLANTING DETAILS, PROJECT SPECIFICATIONS, AND CITY OF SACRAMENTO STANDARD SPECIFICATIONS FOR MATERIALS AND INSTALLATION PROCEDURES.
9. PLANT QUALITIES SHOWN ARE FOR SEEDING REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL PLANTS REQUIRED TO FULFILL DESIGN INTENT AS SHOWN ON PLANS.
10. CONTRACTOR SHALL REPORT AND MAINTAIN ALL PLANT MATERIAL FROM TIME OF DELIVERY TO TIME OF FINAL ACCEPTANCE. OWNER SHALL NOT BE RESPONSIBLE FOR LOSSES DUE TO VANDALISM, THEFT OR SERVICE WEATHER.



NOTE:
CONTRACTOR TO STAKE AND PLANT TREES AND SHRUBS IN ALL PLANTED AREAS. PLANTING AREAS SHOWN SHALL BE PLANTED TO BE DETERMINED BY THE FIELD BY LANDSCAPE ARCHITECT.

PLANTING LEGEND

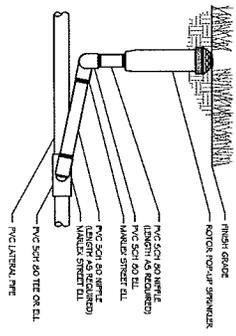
SYMBOL	KEY	BOTANICAL / COMMON NAME	WATER	SIZE	REMARKS
(Symbol)	1A	1" x 2" CALIFORNIA PINE			
(Symbol)	1B	2" x 4" CALIFORNIA PINE			
(Symbol)	1C	4" x 6" CALIFORNIA PINE			
(Symbol)	1D	6" x 8" CALIFORNIA PINE			
(Symbol)	1E	8" x 10" CALIFORNIA PINE			
(Symbol)	1F	10" x 12" CALIFORNIA PINE			
(Symbol)	1G	12" x 14" CALIFORNIA PINE			
(Symbol)	1H	14" x 16" CALIFORNIA PINE			
(Symbol)	1I	16" x 18" CALIFORNIA PINE			
(Symbol)	1J	18" x 20" CALIFORNIA PINE			
(Symbol)	1K	20" x 22" CALIFORNIA PINE			
(Symbol)	1L	22" x 24" CALIFORNIA PINE			
(Symbol)	1M	24" x 26" CALIFORNIA PINE			
(Symbol)	1N	26" x 28" CALIFORNIA PINE			
(Symbol)	1O	28" x 30" CALIFORNIA PINE			
(Symbol)	1P	30" x 32" CALIFORNIA PINE			
(Symbol)	1Q	32" x 34" CALIFORNIA PINE			
(Symbol)	1R	34" x 36" CALIFORNIA PINE			
(Symbol)	1S	36" x 38" CALIFORNIA PINE			
(Symbol)	1T	38" x 40" CALIFORNIA PINE			
(Symbol)	1U	40" x 42" CALIFORNIA PINE			
(Symbol)	1V	42" x 44" CALIFORNIA PINE			
(Symbol)	1W	44" x 46" CALIFORNIA PINE			
(Symbol)	1X	46" x 48" CALIFORNIA PINE			
(Symbol)	1Y	48" x 50" CALIFORNIA PINE			
(Symbol)	1Z	50" x 52" CALIFORNIA PINE			
(Symbol)	2A	2" x 4" CALIFORNIA PINE			
(Symbol)	2B	4" x 6" CALIFORNIA PINE			
(Symbol)	2C	6" x 8" CALIFORNIA PINE			
(Symbol)	2D	8" x 10" CALIFORNIA PINE			
(Symbol)	2E	10" x 12" CALIFORNIA PINE			
(Symbol)	2F	12" x 14" CALIFORNIA PINE			
(Symbol)	2G	14" x 16" CALIFORNIA PINE			
(Symbol)	2H	16" x 18" CALIFORNIA PINE			
(Symbol)	2I	18" x 20" CALIFORNIA PINE			
(Symbol)	2J	20" x 22" CALIFORNIA PINE			
(Symbol)	2K	22" x 24" CALIFORNIA PINE			
(Symbol)	2L	24" x 26" CALIFORNIA PINE			
(Symbol)	2M	26" x 28" CALIFORNIA PINE			
(Symbol)	2N	28" x 30" CALIFORNIA PINE			
(Symbol)	2O	30" x 32" CALIFORNIA PINE			
(Symbol)	2P	32" x 34" CALIFORNIA PINE			
(Symbol)	2Q	34" x 36" CALIFORNIA PINE			
(Symbol)	2R	36" x 38" CALIFORNIA PINE			
(Symbol)	2S	38" x 40" CALIFORNIA PINE			
(Symbol)	2T	40" x 42" CALIFORNIA PINE			
(Symbol)	2U	42" x 44" CALIFORNIA PINE			
(Symbol)	2V	44" x 46" CALIFORNIA PINE			
(Symbol)	2W	46" x 48" CALIFORNIA PINE			
(Symbol)	2X	48" x 50" CALIFORNIA PINE			
(Symbol)	2Y	50" x 52" CALIFORNIA PINE			
(Symbol)	2Z	52" x 54" CALIFORNIA PINE			
(Symbol)	3A	54" x 56" CALIFORNIA PINE			
(Symbol)	3B	56" x 58" CALIFORNIA PINE			
(Symbol)	3C	58" x 60" CALIFORNIA PINE			
(Symbol)	3D	60" x 62" CALIFORNIA PINE			
(Symbol)	3E	62" x 64" CALIFORNIA PINE			
(Symbol)	3F	64" x 66" CALIFORNIA PINE			
(Symbol)	3G	66" x 68" CALIFORNIA PINE			
(Symbol)	3H	68" x 70" CALIFORNIA PINE			
(Symbol)	3I	70" x 72" CALIFORNIA PINE			
(Symbol)	3J	72" x 74" CALIFORNIA PINE			
(Symbol)	3K	74" x 76" CALIFORNIA PINE			
(Symbol)	3L	76" x 78" CALIFORNIA PINE			
(Symbol)	3M	78" x 80" CALIFORNIA PINE			
(Symbol)	3N	80" x 82" CALIFORNIA PINE			
(Symbol)	3O	82" x 84" CALIFORNIA PINE			
(Symbol)	3P	84" x 86" CALIFORNIA PINE			
(Symbol)	3Q	86" x 88" CALIFORNIA PINE			
(Symbol)	3R	88" x 90" CALIFORNIA PINE			
(Symbol)	3S	90" x 92" CALIFORNIA PINE			
(Symbol)	3T	92" x 94" CALIFORNIA PINE			
(Symbol)	3U	94" x 96" CALIFORNIA PINE			
(Symbol)	3V	96" x 98" CALIFORNIA PINE			
(Symbol)	3W	98" x 100" CALIFORNIA PINE			
(Symbol)	3X	100" x 102" CALIFORNIA PINE			
(Symbol)	3Y	102" x 104" CALIFORNIA PINE			
(Symbol)	3Z	104" x 106" CALIFORNIA PINE			
(Symbol)	4A	106" x 108" CALIFORNIA PINE			
(Symbol)	4B	108" x 110" CALIFORNIA PINE			
(Symbol)	4C	110" x 112" CALIFORNIA PINE			
(Symbol)	4D	112" x 114" CALIFORNIA PINE			
(Symbol)	4E	114" x 116" CALIFORNIA PINE			
(Symbol)	4F	116" x 118" CALIFORNIA PINE			
(Symbol)	4G	118" x 120" CALIFORNIA PINE			
(Symbol)	4H	120" x 122" CALIFORNIA PINE			
(Symbol)	4I	122" x 124" CALIFORNIA PINE			
(Symbol)	4J	124" x 126" CALIFORNIA PINE			
(Symbol)	4K	126" x 128" CALIFORNIA PINE			
(Symbol)	4L	128" x 130" CALIFORNIA PINE			
(Symbol)	4M	130" x 132" CALIFORNIA PINE			
(Symbol)	4N	132" x 134" CALIFORNIA PINE			
(Symbol)	4O	134" x 136" CALIFORNIA PINE			
(Symbol)	4P	136" x 138" CALIFORNIA PINE			
(Symbol)	4Q	138" x 140" CALIFORNIA PINE			
(Symbol)	4R	140" x 142" CALIFORNIA PINE			
(Symbol)	4S	142" x 144" CALIFORNIA PINE			
(Symbol)	4T	144" x 146" CALIFORNIA PINE			
(Symbol)	4U	146" x 148" CALIFORNIA PINE			
(Symbol)	4V	148" x 150" CALIFORNIA PINE			
(Symbol)	4W	150" x 152" CALIFORNIA PINE			
(Symbol)	4X	152" x 154" CALIFORNIA PINE			
(Symbol)	4Y	154" x 156" CALIFORNIA PINE			
(Symbol)	4Z	156" x 158" CALIFORNIA PINE			
(Symbol)	5A	158" x 160" CALIFORNIA PINE			
(Symbol)	5B	160" x 162" CALIFORNIA PINE			
(Symbol)	5C	162" x 164" CALIFORNIA PINE			
(Symbol)	5D	164" x 166" CALIFORNIA PINE			
(Symbol)	5E	166" x 168" CALIFORNIA PINE			
(Symbol)	5F	168" x 170" CALIFORNIA PINE			
(Symbol)	5G	170" x 172" CALIFORNIA PINE			
(Symbol)	5H	172" x 174" CALIFORNIA PINE			
(Symbol)	5I	174" x 176" CALIFORNIA PINE			
(Symbol)	5J	176" x 178" CALIFORNIA PINE			
(Symbol)	5K	178" x 180" CALIFORNIA PINE			
(Symbol)	5L	180" x 182" CALIFORNIA PINE			
(Symbol)	5M	182" x 184" CALIFORNIA PINE			
(Symbol)	5N	184" x 186" CALIFORNIA PINE			
(Symbol)	5O	186" x 188" CALIFORNIA PINE			
(Symbol)	5P	188" x 190" CALIFORNIA PINE			
(Symbol)	5Q	190" x 192" CALIFORNIA PINE			
(Symbol)	5R	192" x 194" CALIFORNIA PINE			
(Symbol)	5S	194" x 196" CALIFORNIA PINE			
(Symbol)	5T	196" x 198" CALIFORNIA PINE			
(Symbol)	5U	198" x 200" CALIFORNIA PINE			
(Symbol)	5V	200" x 202" CALIFORNIA PINE			
(Symbol)	5W	202" x 204" CALIFORNIA PINE			
(Symbol)	5X	204" x 206" CALIFORNIA PINE			
(Symbol)	5Y	206" x 208" CALIFORNIA PINE			
(Symbol)	5Z	208" x 210" CALIFORNIA PINE			
(Symbol)	6A	210" x 212" CALIFORNIA PINE			
(Symbol)	6B	212" x 214" CALIFORNIA PINE			
(Symbol)	6C	214" x 216" CALIFORNIA PINE			
(Symbol)	6D	216" x 218" CALIFORNIA PINE			
(Symbol)	6E	218" x 220" CALIFORNIA PINE			
(Symbol)	6F	220" x 222" CALIFORNIA PINE			
(Symbol)	6G	222" x 224" CALIFORNIA PINE			
(Symbol)	6H	224" x 226" CALIFORNIA PINE			
(Symbol)	6I	226" x 228" CALIFORNIA PINE			
(Symbol)	6J	228" x 230" CALIFORNIA PINE			
(Symbol)	6K	230" x 232" CALIFORNIA PINE			
(Symbol)	6L	232" x 234" CALIFORNIA PINE			
(Symbol)	6M	234" x 236" CALIFORNIA PINE			
(Symbol)	6N	236" x 238" CALIFORNIA PINE			
(Symbol)	6O	238" x 240" CALIFORNIA PINE			
(Symbol)	6P	240" x 242" CALIFORNIA PINE			
(Symbol)	6Q	242" x 244" CALIFORNIA PINE			
(Symbol)	6R	244" x 246" CALIFORNIA PINE			
(Symbol)	6S	246" x 248" CALIFORNIA PINE			
(Symbol)	6T	248" x 250" CALIFORNIA PINE			
(Symbol)	6U	250" x 252" CALIFORNIA PINE			
(Symbol)	6V	252" x 254" CALIFORNIA PINE			
(Symbol)	6W	254" x 256" CALIFORNIA PINE			
(Symbol)	6X	256" x 258" CALIFORNIA PINE			
(Symbol)	6Y	258" x 260" CALIFORNIA PINE			
(Symbol)	6Z	260" x 262" CALIFORNIA PINE			
(Symbol)	7A	262" x 264" CALIFORNIA PINE			
(Symbol)	7B	264" x 266" CALIFORNIA PINE			
(Symbol)	7C	266" x 268" CALIFORNIA PINE			
(Symbol)	7D	268" x 270" CALIFORNIA PINE			
(Symbol)	7E	270" x 272" CALIFORNIA PINE			
(Symbol)	7F	272" x 274" CALIFORNIA PINE			
(Symbol)	7G	274" x 276" CALIFORNIA PINE			
(Symbol)	7H	276" x 278" CALIFORNIA PINE			
(Symbol)	7I	278" x 280" CALIFORNIA PINE			
(Symbol)	7J	280" x 282" CALIFORNIA PINE			
(Symbol)	7K	282" x 284" CALIFORNIA PINE			
(Symbol)	7L	284" x 286" CALIFORNIA PINE			
(Symbol)	7M	286" x 288" CALIFORNIA PINE			
(Symbol)	7N	288" x 290" CALIFORNIA PINE			
(Symbol)	7O	290" x 292" CALIFORNIA PINE			
(Symbol)	7P	292" x 294" CALIFORNIA PINE			
(Symbol)	7Q	294" x 296" CALIFORNIA PINE			
(Symbol)	7R	296" x 298" CALIFORNIA PINE			
(Symbol)	7S	298" x 300" CALIFORNIA PINE			
(Symbol)	7T	300" x 302" CALIFORNIA PINE			
(Symbol)	7U	302" x 304" CALIFORNIA PINE			
(Symbol)	7V	304" x 306" CALIFORNIA PINE			
(Symbol)	7W	306" x 308" CALIFORNIA PINE			
(Symbol)	7X	308" x 310" CALIFORNIA PINE			
(Symbol)	7Y	310" x 312" CALIFORNIA PINE			
(Symbol)	7Z	312" x 314" CALIFORNIA PINE			
(Symbol)	8A	314" x 316" CALIFORNIA PINE			
(Symbol)	8B	316" x 318" CALIFORNIA PINE			
(Symbol)	8C	318" x 320" CALIFORNIA PINE			
(Symbol)	8D	320" x 322" CALIFORNIA PINE			
(Symbol)	8E	322" x 324" CALIFORNIA PINE			
(Symbol)	8F	324" x 326" CALIFORNIA PINE			
(Symbol)	8G	326" x 328" CALIFORNIA PINE			
(Symbol)	8H	328" x 330" CALIFORNIA PINE			
(Symbol)	8I	330" x 332" CALIFORNIA PINE			
(Symbol)	8J	332" x 334" CALIFORNIA PINE			
(Symbol)	8K	334" x 336" CALIFORNIA PINE			
(Symbol)	8L	336" x 338" CALIFORNIA PINE			
(Symbol)	8M	338" x 340" CALIFORNIA PINE			
(Symbol)	8N	340" x 342" CALIFORNIA PINE			
(Symbol)	8O	342" x 344" CALIFORNIA PINE			
(Symbol)	8P	344" x			



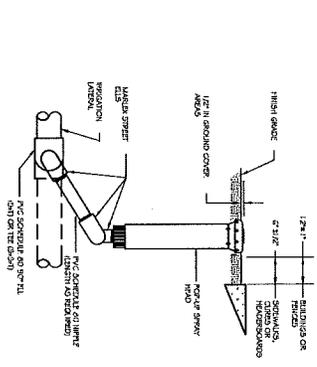
SHEET NO.	L8 of 18
DATE	AUG 2014
SCALE	AS SHOWN
DESIGN BY/DATE	J. W. BROWN / 08/14/14
ARCHITECT	LANDSCAPE ARCHITECTURE SECTION
PROJECT	N. NATOMAS REG. PARK PH 5B
CONTRACT	FARMERS' MARKET AND PARKING
CONTRACT NO.	131422000
CONTRACT DATE	08/14/14
CONTRACT VALUE	\$ 1,314,220.00
CONTRACT ADDRESS	131422000

N. NATOMAS REG. PARK PH 5B
FARMERS' MARKET AND PARKING
CONSTRUCTION DETAILS

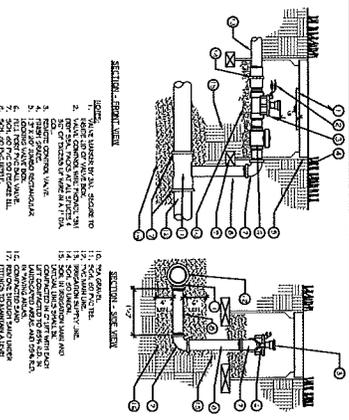
CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814



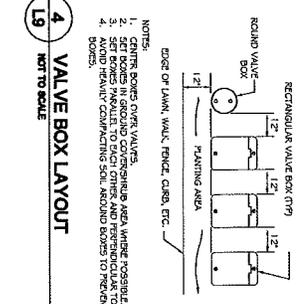
1 ROTOR
NOT TO SCALE



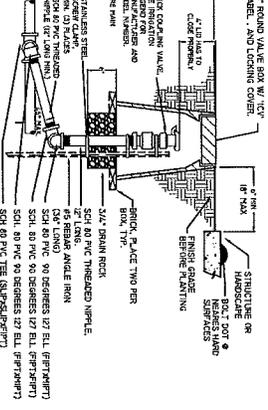
2 SPRAY HEAD
NOT TO SCALE



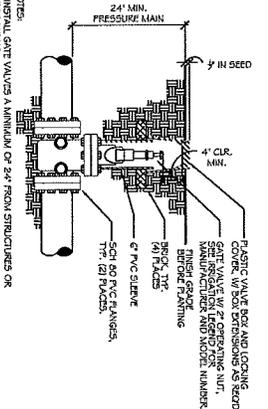
3 REMOTE CONTROL VALVE
NOT TO SCALE



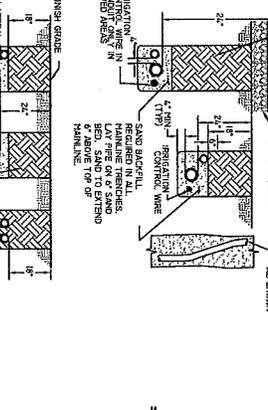
4 VALVE BOX LAYOUT
NOT TO SCALE



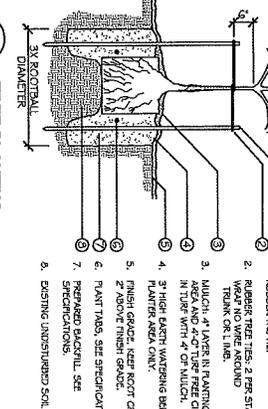
5 QUICK COUPLER
NOT TO SCALE



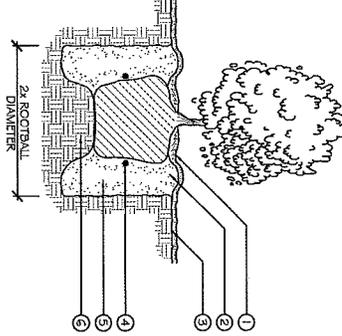
6 GATE VALVE
NOT TO SCALE



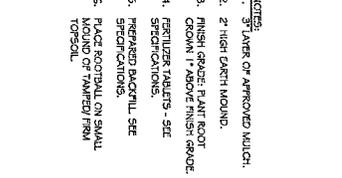
7 TRENCH DETAIL
NOT TO SCALE



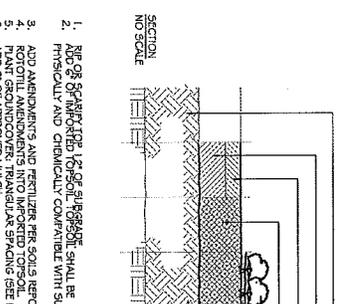
8 TREE PLANTING
NOT TO SCALE



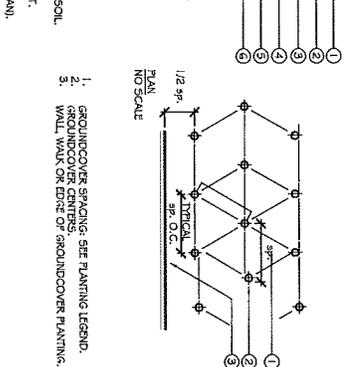
9 SHRUB PLANTING
NOT TO SCALE



10 GROUND COVER PLANTING
NOT TO SCALE



11 THRUST BLOCKS
NOT TO SCALE

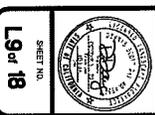


12 TRENCH DETAIL
NOT TO SCALE

TYPE OF FITTING	TYPE OF FITTING	TYPE OF FITTING	TYPE OF FITTING
THE OR DEAD END	CROSS AND ELBOW	45° ELBOW	THE END
MIN. THICKNESS	MIN. THICKNESS	MIN. THICKNESS	MIN. THICKNESS
2'-5"	2'-5"	2'-5"	2'-5"
3'-5"	3'-5"	3'-5"	3'-5"
4'-5"	4'-5"	4'-5"	4'-5"
5'-5"	5'-5"	5'-5"	5'-5"
6'-5"	6'-5"	6'-5"	6'-5"
7'-5"	7'-5"	7'-5"	7'-5"
8'-5"	8'-5"	8'-5"	8'-5"
9'-5"	9'-5"	9'-5"	9'-5"
10'-5"	10'-5"	10'-5"	10'-5"
11'-5"	11'-5"	11'-5"	11'-5"
12'-5"	12'-5"	12'-5"	12'-5"

12 TRENCH DETAIL
NOT TO SCALE

Keep the below Call before you dig.

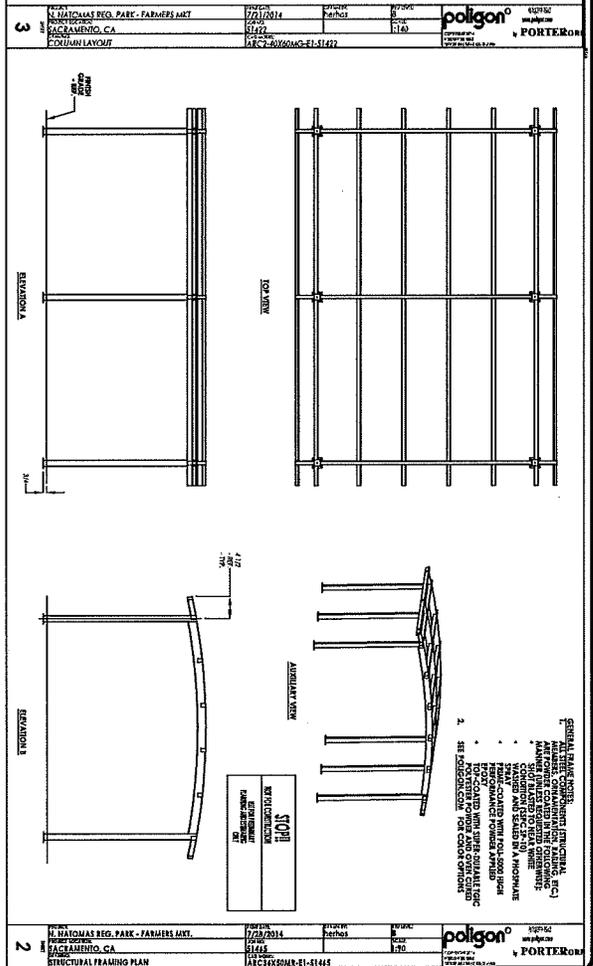
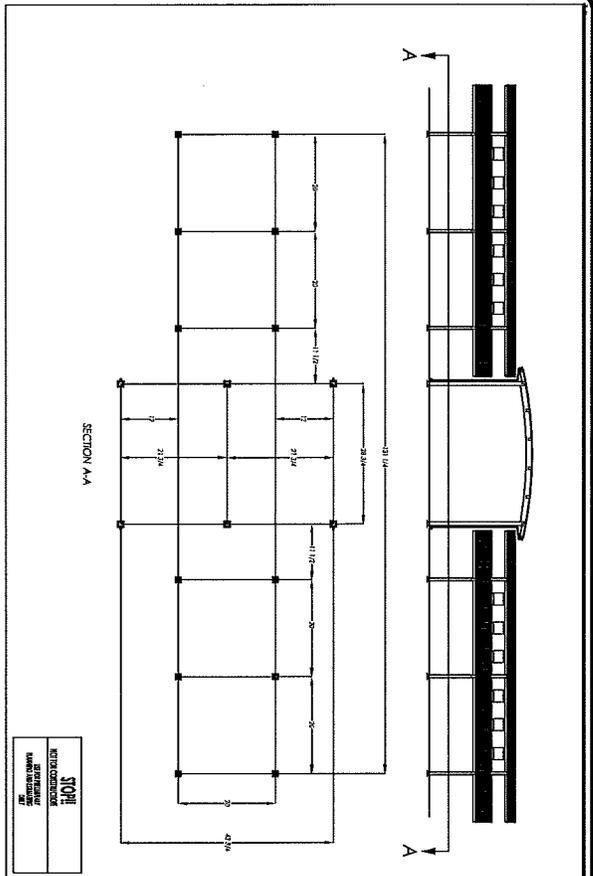
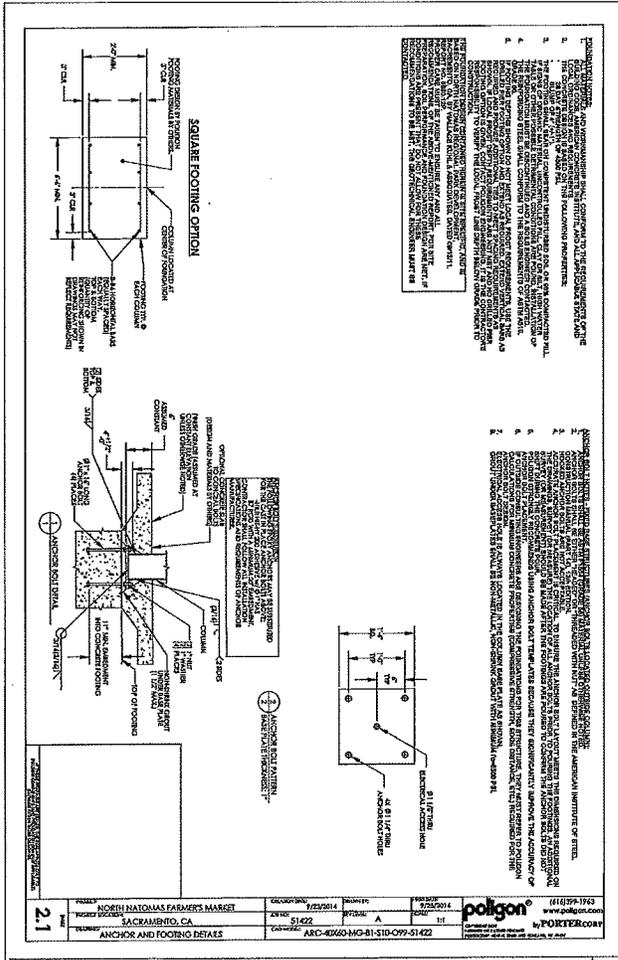


DATE: AUG 2014
 REVISIONS:
 REVISION BY: LAMBERTSON, D. DAV
 SCALE: AS SHOWN
 P. N. L19140200

N. NATOMAS REG. PARK PH 5B
 FARMERS' MARKET AND PARKING
CONSTRUCTION DETAILS

CITY OF SACRAMENTO
 DEPT. OF PARKS & RECREATION
 PARK PLANNING & DEVELOPMENT SERVICES
 LANDSCAPE ARCHITECTURE SECTION
 915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

FARMERS MARKET SHADE STRUCTURE



SHEET NO.	11 of 18
DATE	04/25/2014
SCALE	AS SHOWN
DESIGN BY	L. WILSON & ASSOCIATES
REVISIONS	

N. NATOMAS REG. PARK PH 5B
FARMERS' MARKET AND PARKING
SHADE STRUCTURE (revised 10-1-14)

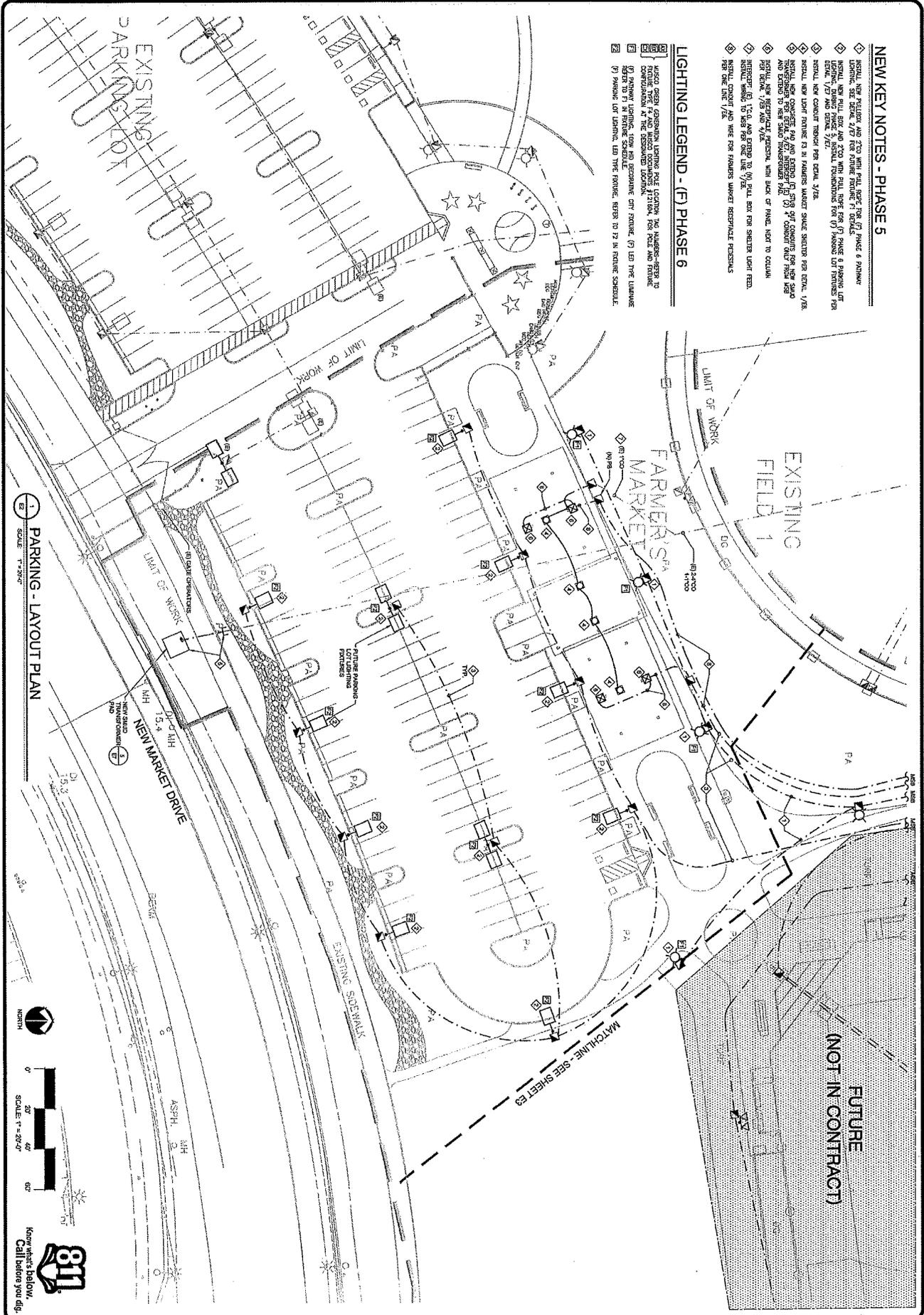
CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

NEW KEY NOTES - PHASE 5

- ◆ INSTALL NEW PAVEMENT AND 200 WPH PULL STRIP FOR PHASE 6 PARKING LOT LIGHTING. SEE DETAIL 1/17 FOR FURTHER DETAILS.
- ◆ INSTALL NEW PULL STRIP AND 200 WPH PULL STRIP FOR PHASE 6 PARKING LOT LIGHTING. SEE DETAIL 1/17 FOR FURTHER DETAILS.
- ◆ INSTALL NEW CONCRETE TRUCKER PAVEMENT FOR PHASE 6 PARKING LOT LIGHTING. SEE DETAIL 1/17 FOR FURTHER DETAILS.
- ◆ INSTALL NEW CONCRETE TRUCKER PAVEMENT FOR PHASE 6 PARKING LOT LIGHTING. SEE DETAIL 1/17 FOR FURTHER DETAILS.
- ◆ INSTALL NEW CONCRETE TRUCKER PAVEMENT FOR PHASE 6 PARKING LOT LIGHTING. SEE DETAIL 1/17 FOR FURTHER DETAILS.
- ◆ INSTALL NEW CONCRETE TRUCKER PAVEMENT FOR PHASE 6 PARKING LOT LIGHTING. SEE DETAIL 1/17 FOR FURTHER DETAILS.
- ◆ INSTALL NEW CONCRETE TRUCKER PAVEMENT FOR PHASE 6 PARKING LOT LIGHTING. SEE DETAIL 1/17 FOR FURTHER DETAILS.
- ◆ INSTALL NEW CONCRETE TRUCKER PAVEMENT FOR PHASE 6 PARKING LOT LIGHTING. SEE DETAIL 1/17 FOR FURTHER DETAILS.
- ◆ INSTALL NEW CONCRETE TRUCKER PAVEMENT FOR PHASE 6 PARKING LOT LIGHTING. SEE DETAIL 1/17 FOR FURTHER DETAILS.
- ◆ INSTALL NEW CONCRETE TRUCKER PAVEMENT FOR PHASE 6 PARKING LOT LIGHTING. SEE DETAIL 1/17 FOR FURTHER DETAILS.

LIGHTING LEGEND - (F) PHASE 6

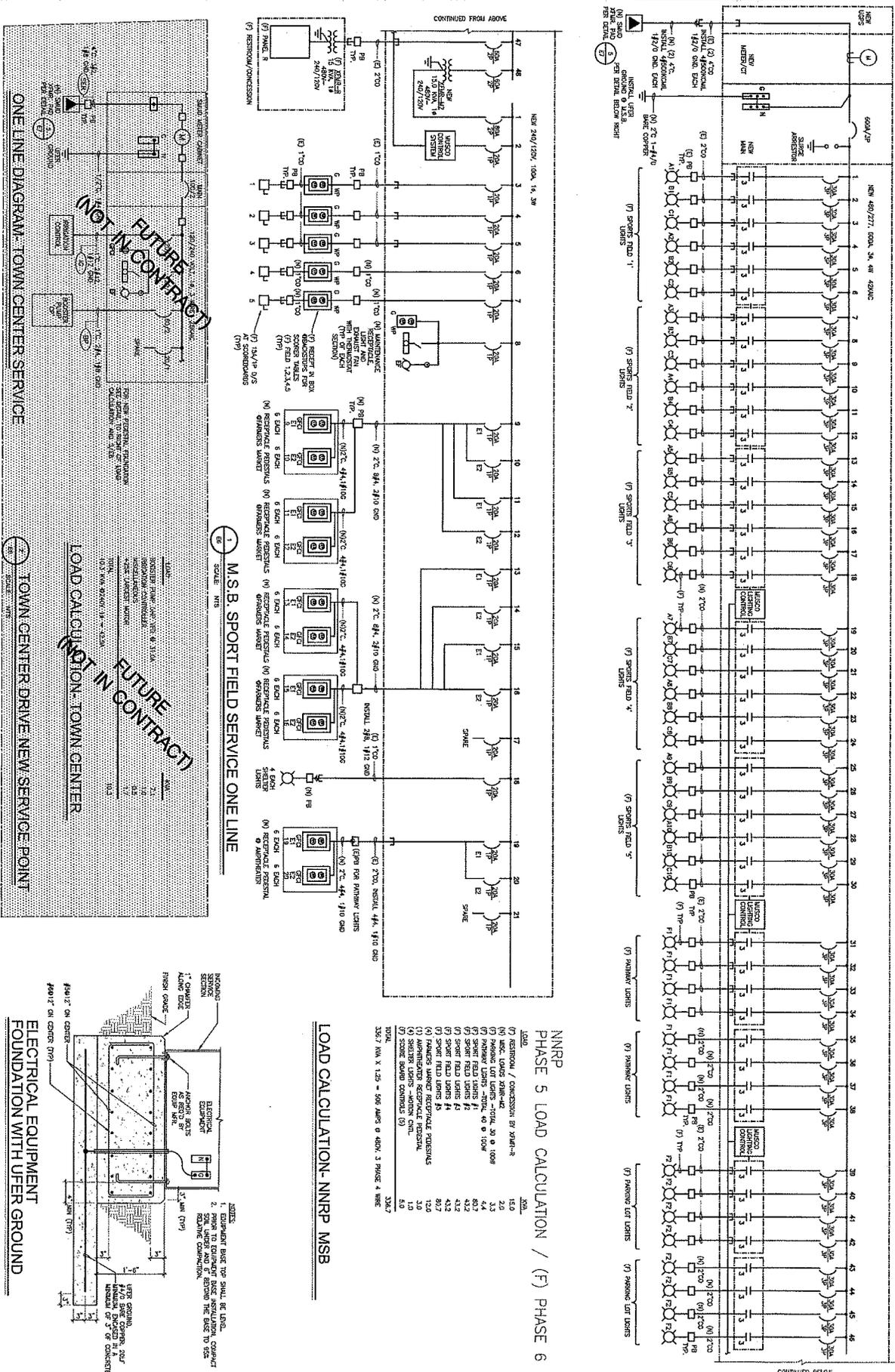
- 1) LIGHTING FIXTURE TYPE AND WATTAGE TO BE DETERMINED BY THE DESIGNER.
- 2) LIGHTING FIXTURE TYPE AND WATTAGE TO BE DETERMINED BY THE DESIGNER.
- 3) LIGHTING FIXTURE TYPE AND WATTAGE TO BE DETERMINED BY THE DESIGNER.
- 4) LIGHTING FIXTURE TYPE AND WATTAGE TO BE DETERMINED BY THE DESIGNER.
- 5) LIGHTING FIXTURE TYPE AND WATTAGE TO BE DETERMINED BY THE DESIGNER.
- 6) LIGHTING FIXTURE TYPE AND WATTAGE TO BE DETERMINED BY THE DESIGNER.
- 7) LIGHTING FIXTURE TYPE AND WATTAGE TO BE DETERMINED BY THE DESIGNER.
- 8) LIGHTING FIXTURE TYPE AND WATTAGE TO BE DETERMINED BY THE DESIGNER.
- 9) LIGHTING FIXTURE TYPE AND WATTAGE TO BE DETERMINED BY THE DESIGNER.
- 10) LIGHTING FIXTURE TYPE AND WATTAGE TO BE DETERMINED BY THE DESIGNER.



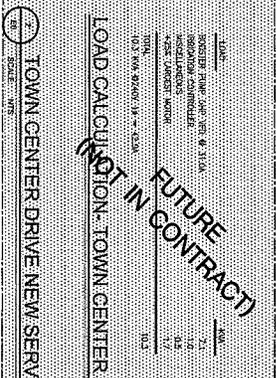
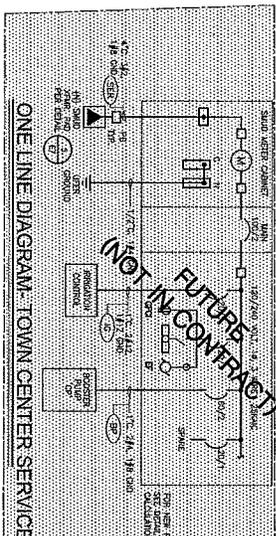
PARKING - LAYOUT PLAN
SCALE: 1" = 20'-0"



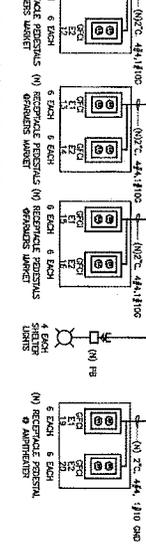
<p>SHEET NO. E2 of 9</p>		<p>NORTH NATOMAS REGIONAL PARK - PHASE 5 PARKING LOT LIGHTING PLAN</p>	<p>SACRAMENTO Parks and Recreation</p>	<p>CITY OF SACRAMENTO DEPT. OF PARKS & RECREATION PARK PLANNING & DEVELOPMENT SERVICES LANDSCAPE ARCHITECTURE SECTION 915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814</p>
<p>DATE: 07/20/14 SCALE: AS SHOWN P. N. 119-00000 REVISIONS</p>				



(N) SPORTS FIELD LIGHTING SERVICE, RESISTIVE, AND DISTRIBUTION MSB

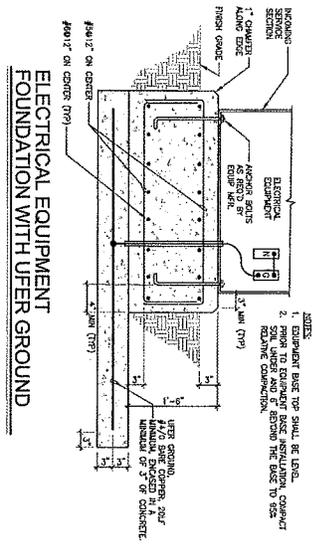


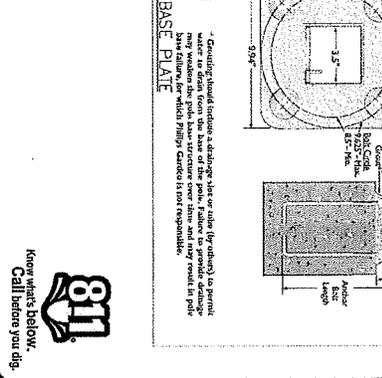
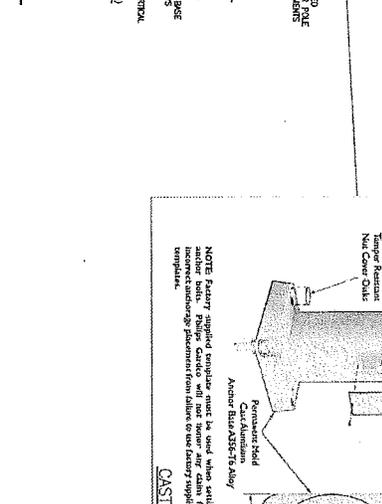
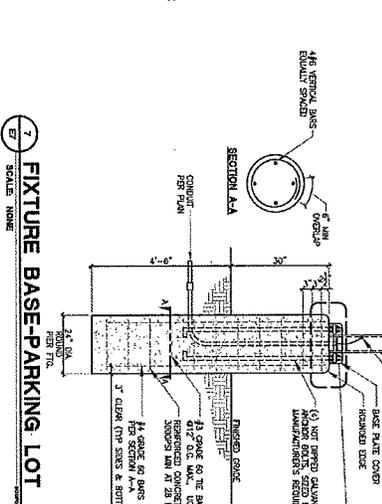
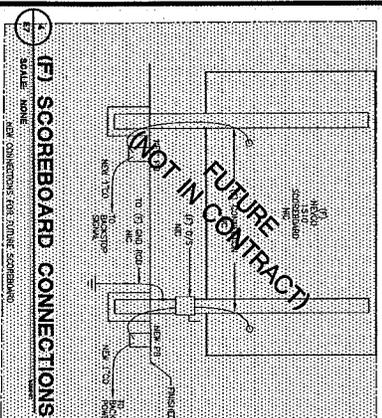
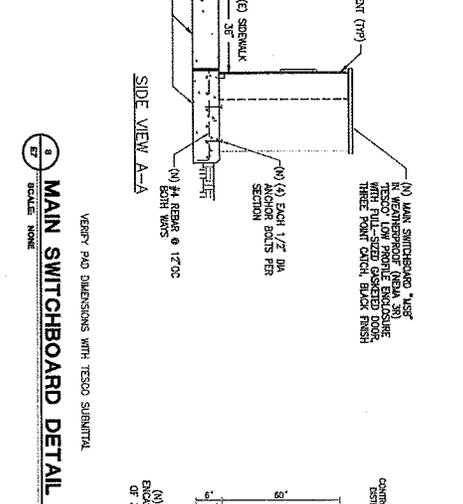
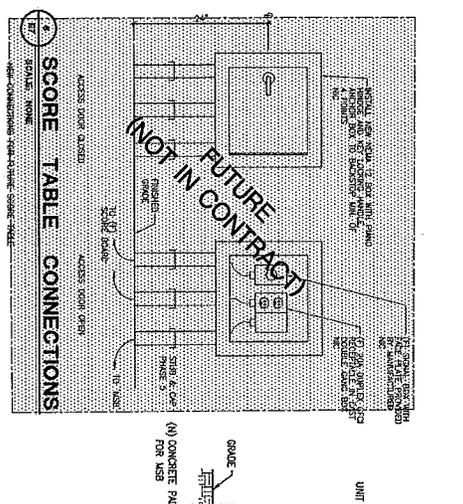
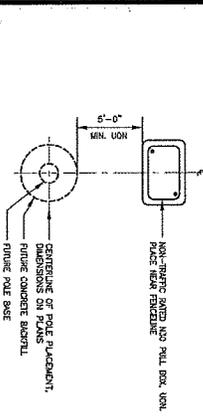
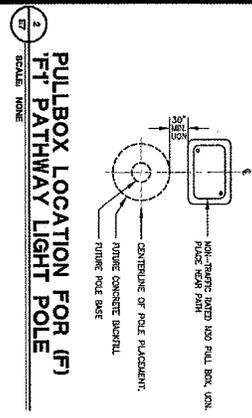
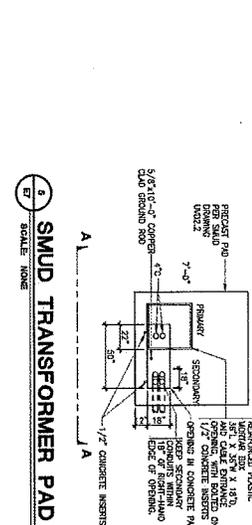
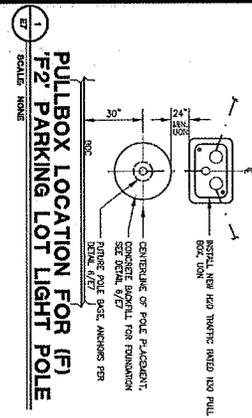
M.S.B. SPORT FIELD SERVICE ONE LINE



LOAD CALCULATION - NNRP PHASE 5 LOAD CALCULATION / (F) PHASE 6

LOAD	NO.	WATTAGE
(F) RESTROOM / COMPRESSION BY SPORTS	10	150
(F) PARKING LOT LIGHTS - TOTAL, 30 @ 100W	30	3,000
(F) PARKING LOT LIGHTS - TOTAL, 40 @ 100W	40	4,000
(F) SPORT FIELD LIGHTS #1	10	800
(F) SPORT FIELD LIGHTS #2	10	800
(F) SPORT FIELD LIGHTS #3	10	800
(F) SPORT FIELD LIGHTS #4	10	800
(F) SPORT FIELD LIGHTS #5	10	800
(F) SPORT FIELD LIGHTS #6	10	800
(F) SPORT FIELD LIGHTS #7	10	800
(F) SPORT FIELD LIGHTS #8	10	800
(F) SPORT FIELD LIGHTS #9	10	800
(F) SPORT FIELD LIGHTS #10	10	800
(F) SHED LIGHTS - MOTION ONLY	10	1,000
(F) SHED LIGHTS - MOTION ONLY	10	1,000
(F) SCORE BOARD CONTROLS (S)	10	1,000
TOTAL		13,800





NOTE: VERIFY PAD DIMENSIONS WITH TESCO SUBMITTAL.

FRONT VIEW

(N) 2\"/>

(F) SCOREBOARD CONNECTIONS
 SCALE: NONE
 REFER CONNECTIONS FOR OTHER CONNECTIONS

(F) SCORE TABLE CONNECTIONS
 SCALE: NONE
 REFER CONNECTIONS FOR OTHER CONNECTIONS

(F) MAIN SWITCHBOARD DETAIL
 SCALE: NONE

(F) FIXTURE BASE-PARKING LOT
 SCALE: NONE

(F) TRANSFORMER PAD
 SCALE: NONE

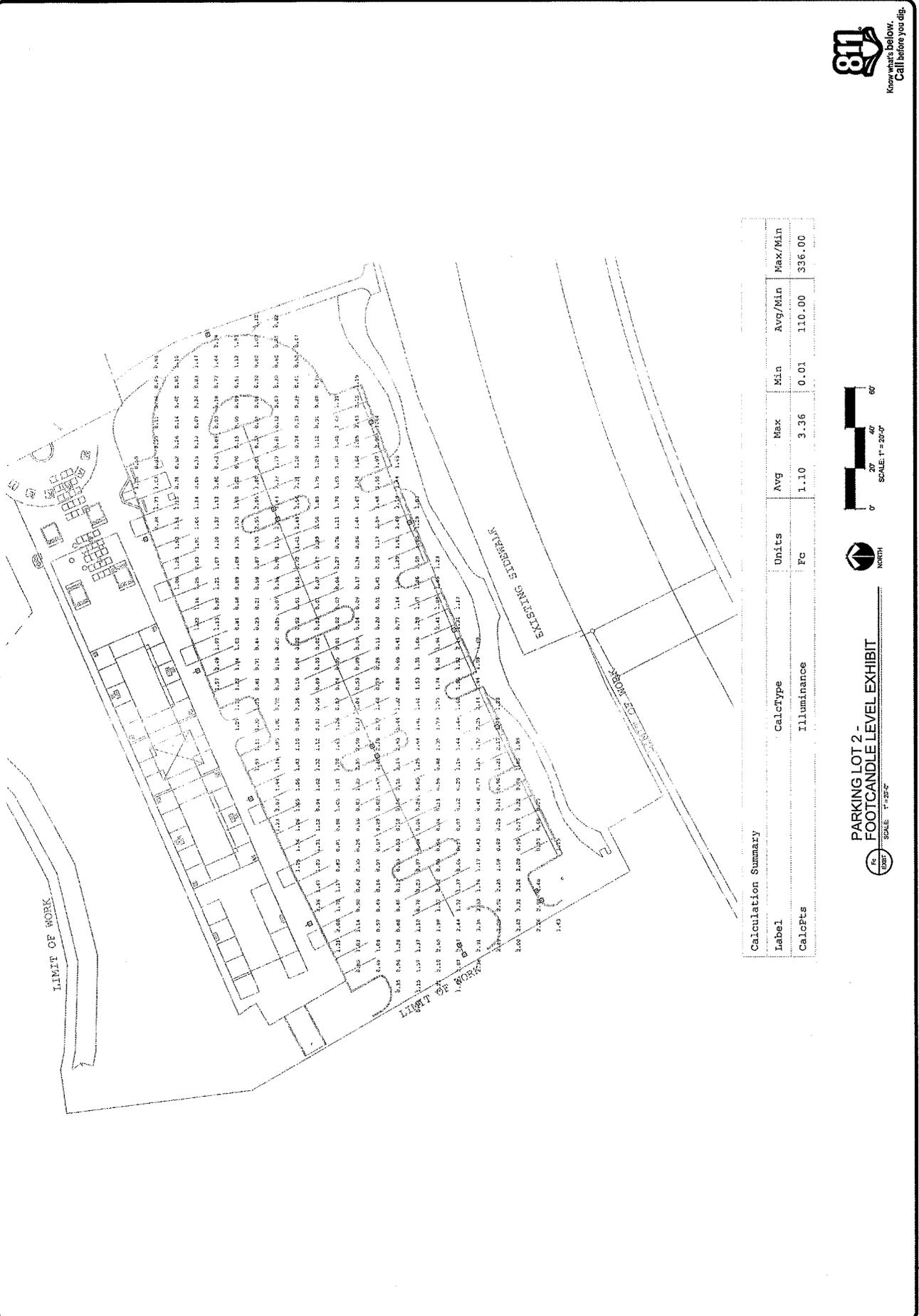
LABORER ARCHITECT
 D. SHAY
 DESIGN BY
 LANDSCAPE ARCHITECT
 P. N. LINDENBERG
 SCALE: AS SHOWN
 DATE: APRIL 2014
 PROJECT: NORTH NATOMAS REGIONAL PARK - PHASE 5 ELECTRICAL

NORTH NATOMAS REGIONAL PARK - PHASE 5 ELECTRICAL DETAILS

CITY OF SACRAMENTO DEPT. OF PARKS & RECREATION
 PARK PLANNING & DEVELOPMENT SERVICES
 LANDSCAPE ARCHITECTURE SECTION
 915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95804

SHEET NO. **E7** of **9**

153 of 155



Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts	Illuminance	Fc	1.10	3.36	0.01	110.00	336.00



PARKING LOT 2 -
 FOOTCANDLE LEVEL EXHIBIT