

Meeting Date: 5/5/2015

Report Type: Consent

Report ID: 2015-00316

Title: Contract: North Natomas Regional Park Ball Fields and Stage (L19140201)
[Published for Review 04/23/2015]

Location: District 1

Recommendation: Pass a Motion: 1) approving the contract plans and specifications for the North Natomas Regional Park Ball Fields and Stage (L19140201) project; 2) awarding the contract to J M Slover, Inc. for improvements to the park in an amount not to exceed \$1,539,030; 3) authorizing the City Manager, or City Manager's designee, to execute the contract with J M Slover, Inc. for the North Natomas Regional Park Phase 6-Additional Baseball Fields and Stage (L19140201) project; 4) approving the payment of Natomas Basin Habitat Conservation Plan (HCP) fees for 5.65 acres in the amount not to exceed \$182,264.

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

Presenter: None

Department: Parks & Recreation Department

Division: Park Development Services

Dept ID:

Attachments:

1-Description/Analysis

2-Background

3-Location Map

4-Master Plan

5-Ball Field Complex Plan

6-North Natomas Regional Park Contract

City Attorney Review

Approved as to Form

Sheryl Patterson

4/16/2015 8:46:34 AM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 4/14/2015 10:55:14 AM

Description/Analysis

Issue Detail: North Natomas Regional Park is an existing 206.75-acre park located at 2501 North Market Drive in the North Natomas Community Plan Area (PA10). Staff is seeking approval to award a contract to J M Slover, Inc. for the North Natomas Regional Park Ball Fields and Stage project (L19140201), located in District 1. The contract amount is not-to-exceed \$1,539,030. Staff is also seeking approving to pay the Natomas Basin Habitat Conservation Plan (HCP) fees in the amount not to exceed \$182,264 for 5.65 acres of the project.

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

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

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

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

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 \$1,539,030, is expected to create 10.5 total jobs (6.3 direct jobs and 4.2 additional jobs through indirect and induced activities). Furthermore, it will create \$950,251 in total economic output (\$598,950 of direct output and another \$351,301 of output through indirect and induced activities).

Environmental Considerations: On May 8, 2012, the City Council approved the Master Plan for the North Natomas Regional Park Ball Field Complex and approved the Mitigated Negative Declaration (Resolution 2012-590), which analyzed the environmental impacts for the development of the complex. The proposed improvements for the Phase 6 of the Regional Park project are consistent with the Master Plan and what was previously analyzed and approved. Section 15162 of the CEQA Guidelines provides that additional environmental review is not required unless subsequent changes to the project or the circumstances under which the project will be undertaken, or new information of substantial importance becomes known, which will require revisions or the need to address new significant environmental effects. As none of these criteria exist; additional environmental review is not required.

Sustainability: The North Natomas Regional Park Ball Fields and Stage project has been reviewed for consistency with the goals, policies, and targets of the Sustainability Master Plan (SMP), the Parks and Recreation Master Plan, and the 2035 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. The park development is also consistent with sustainable design through the use of recycled steel for the fencing and site furnishings, 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: Not Applicable

Rationale for Recommendation: The formal bidding process for the North Natomas Regional Park Ball Fields and Stage project was posted in accordance with City Code 3.60 and Administrative Policy Instruction #48. The bids were opened on March 4, 2015. Staff received 6 bids and the results are listed below:

<u>CONTRACTOR</u>	<u>Base Bid</u>	<u>Additive Alternate 1</u>	<u>Total Bid</u>	<u>LBE %</u>
J M SLOVER, INC.	\$1,408,530	\$130,500	\$1,539,030	7.1
OLYMPIC LAND CONSTRUCTION	\$1,459,360	\$136,700	\$1,596,060	55.6
SAENZ LANDSCAPE CONSTRUCTION	\$1,533,253	\$130,582	\$1,663,835	28.9
PETERSON DEVELOPMENT	\$1,668,035	\$128,778	\$1,796,813	43.0
PATTERSON TABER	\$1,884,300	\$127,000	\$2,011,300	30.5
SWANK CONSTRUCTION	\$1,865,239	\$136,895	\$2,002,134	12.8

To be considered a responsible bidder, the minimum Local Business Enterprise participation is 5%.

The Engineer's Estimate for the base bid of this project was \$1,451,254.

This project is consistent with the adopted Master Plan for this park. The project award will be for the Base Bid plus Additive Alternate 1 in an amount not to exceed \$1,539,030. The improvements to the park consist of the development of 10.5 acres of the Regional Park and include clearing and grubbing, grading and drainage for the new ball fields and 5-acre Great Meadow, concrete walkways, mow strips, concrete stage with a metal shade structure, a baseball field, a softball field, modification to the existing baseball field fencing, chain link fencing, metal dug out shade structures, automatic irrigation system, electrical, landscaping and tree planting, signage, and site furniture.

Pursuant to City Code Section 3.60.020 and 3.60.360 E, it was determined that J M Slover Inc. had the lowest, responsive base bid and is a responsible bidder. Construction is expected to begin in May 2015, and be completed by the end of 2015.

Financial Considerations: There are sufficient funds in the North Natomas Regional Park Ball 3 of 172

Fields and Stage project (L19140201) to award the contract, and to pay the Natomas Basin Habitat Conservation Program (HCP) fees. Funds for this project are from Park Impact fees (Fund 3204).

Development of parks creates an ongoing cost for park maintenance and utilities are based on the size of the park. The annual maintenance cost for these additional 10.5 acres of park development is approximately \$15,000 per acre or \$157,500. There has been no augmentation to the Department of Parks and Recreation's operating budget for maintenance or water and utility costs. To reduce maintenance costs, the City will pursue entering into a Primary User Agreement with Natomas Little League so that the majority of maintenance responsibilities for these two additional fields will be undertaken by this non-profit organization serving North Natomas youth.

Local Business Enterprise (LBE): J M Slover, Inc. has met the City's LBE participation requirement.

Background:

The North Natomas Regional Park (NNRP) 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.

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 were 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.

On January 6, 2015, City Council awarded a construction contract for Phase 5B improvements to develop 2.2 acres with a Farmer's Market and additional parking in the southwestern section of the Park. The Farmer's Market project is expected to be completed in summer 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 Member's office and Department of Parks and Recreation (DPR) 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.

Park Development Impact Fees funding is available to construct the Phase 6 improvements (approximately 10.5 acres) because they are neighborhood and community park amenities, although located within a regional park site. The Phase 6 improvements include:

- Two ball fields including one 300' senior league baseball field and one 200' little league baseball field.
- All ball fields will include bleachers, a scorer's table, bullpens and metal shade structures over the dugouts.
- Amphitheater stage with metal shade structure
- Grading and drainage for the 5-acre Great Meadow, with native and low water use shade trees and erosion control grass cover.
- New walking paths to connect new ball fields to the existing ball fields and bike trail.
- Electrical conduits and pull boxes for future sports field lighting.
- Trees, shrubs and groundcovers which shall be native or low water use plants.

The North Natomas Regional Park Phase 6 will require the payment Natomas Basin Habitat Conservation Plan (HCP) fees in the amount of \$182,263.35 for 5.65 acres of the phase 6 project. The HCP fees have been paid for the remaining 6.85 acres of the project. Construction of phase 6 improvements is anticipated to begin in mid May 2015, and to be complete by the end of 2015.

The following items are not included in Phase 6 improvements, and are planned for a future phases:

- Parking lot and Site Pathway Lighting

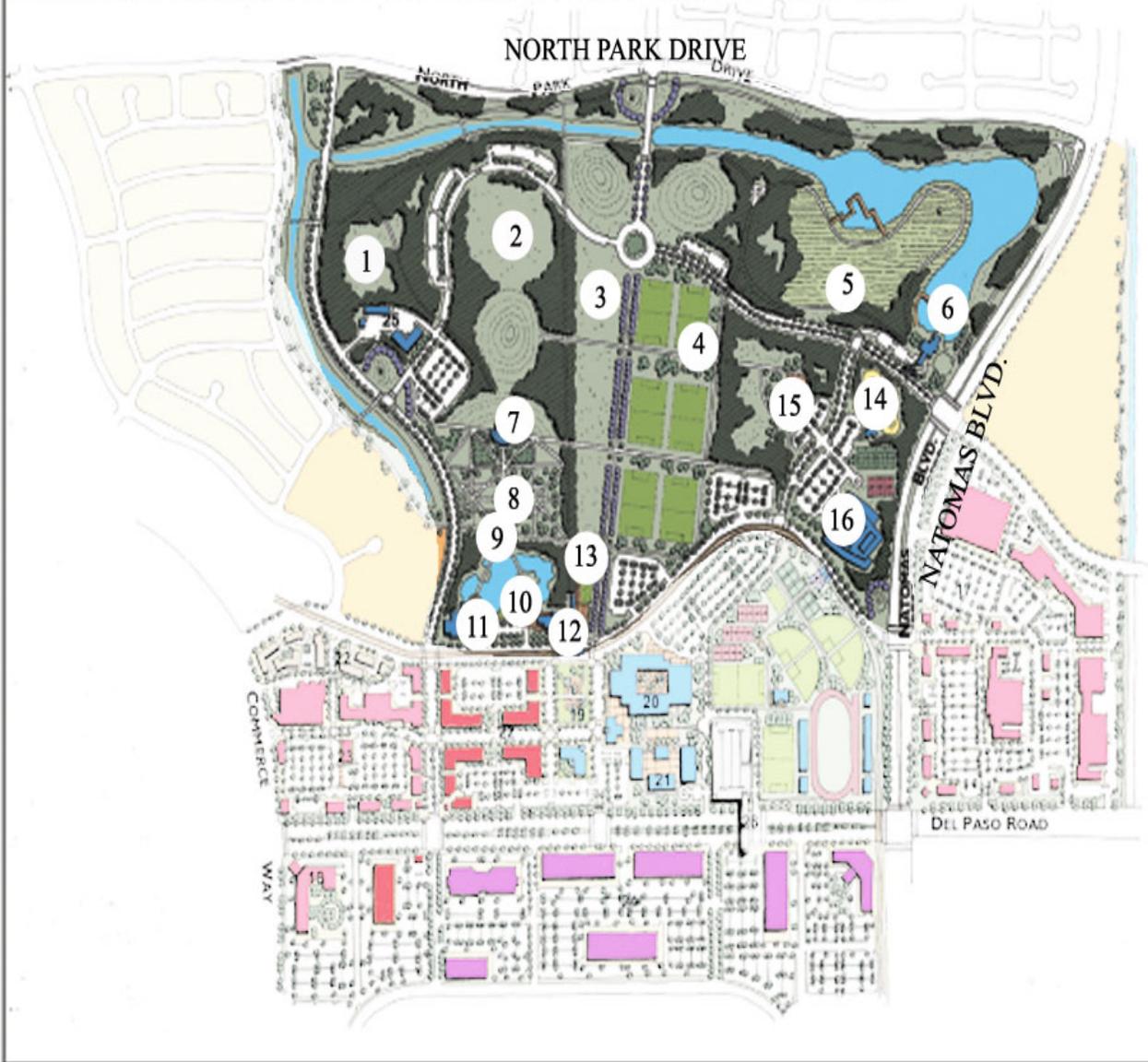
- Ball Field Lighting for all fields
- Scoreboards
- Restroom/Concession Stand to be located in the Central Plaza
- Turf, walkways and picnic are improvements in the 5-acre Great Meadow area

After completion of Phase 6, approximately 37.2 acres of the NNRP 206.75 acre site will have been developed.

Location Map



NORTH NATOMAS REGIONAL PARK MASTER PLAN



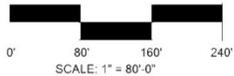
- 1 DOG PARK
- 2 GREAT MEADOW
- 3 MALL
- 4 SPORTS FIELD
- 5 NATURALISTIC AREA
(WITH BOARDWALK)
- 6 BOATHOUSE CAFE
- 7 OUTDOOR CONCERT
- 8 CULTURAL GARDEN
- 9 CONSERVATORY
- 10 BOTANIC GARDEN POND
- 11 PARK ADMINISTRATION
CENTER
- 12 GARDEN CONFERENCE
CENTER
- 13 FESTIVAL/FARMER'S
MARKET
- 14 SKATE PARK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



North Natomas Regional Park

Phase 5 Development - 12.5 Acres

January 2014



B15190021013

**CONTRACT SPECIFICATIONS
FOR
NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)**

Plans Attached

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

Bids to be received before
2:00 PM, Wednesday,
MARCH 4, 2015
New City Hall
Clerk's Public Counter
915 I Street, 5th Floor
Sacramento, CA 95814

Estimated Construction Cost: \$1,451,254- \$1,680,504

Construction Time: ONE HUNDRED (100) WORKING DAYS PLUS 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 – 6
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 -3
Guarantee	1 only
Special Provisions	1 – 58
Plans	1- 43
Attachment A- Geotechnical Report	1 - 64
Attachment B- SWPP	1 only
Attachment C- Construction & Demolition Waste Management Plan	1- 2
Attachment D- C&D Debris Ordinance Plan	1- 6



**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 **MARCH 4, 2015** and will be opened as soon thereafter as business allows, in the Council Chambers, City Hall for:

NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

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 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

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 6\contract docs_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**

Name of Contractor

Address

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

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

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

2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

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

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

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

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

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

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

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

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

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

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

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

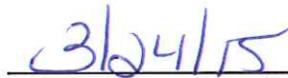
8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance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

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

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



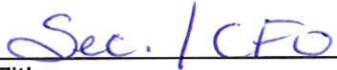
Signature of Authorized Representative



Date



Print Name



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.

B15190021013

BID PROPOSAL FORMS

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

CONTRACTOR NAME: JM Slover Inc.

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

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

**BID PROPOSAL
 NORTH NATOMAS REGIONAL PARK PHASE 6-
 ADDITIONAL BASEBALL FIELDS AND STAGE
 (L19140201)**

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	\$ 11,000	\$ 11,000
2	City Building Permit Inspection Coordination	1	LS	\$5,000.00	\$5,000.00
3	Clearing, Grubbing and Tree Removal	1	LS	\$ 6,925 ^{3.5} \$ 2,895	\$ 6,925 2,895
4	Demolition	1	LS	\$ 14,900 ^{7.5} \$ 11,850	\$ 14,900 11,850
5	Erosion and Sediment Control	1	LS	\$ 9,250	\$ 9,250
6	Construction Staking	1	LS	\$ 7,575	\$ 7,575
7	Site Grading	1	LS	\$ 406,150 ^{7.5} \$ 78,785	\$ 406,150 78,785.00
8	Catch Basin to Construct	1	LS	\$ 19,710	\$ 19,710
9	French Drain to Place	1	LS	\$ 2,530	\$ 2,530
10	Trench Drain to Place	1	LS	\$ 22,900	\$ 22,900
11	Manhole to Install	1	LS	\$ 7,240	\$ 7,240

12	6" PVC Drain Pipe to Place	1	LS	\$ 39,865	\$ 39,865
13	8" PVC Drain Pipe to Place	1	LS	\$ 8,885	\$ 8,885
14	12" PVC Drain Pipe to Place	1	LS	\$ 8,585	\$ 8,585
15	Aggregate Base to Place	1	LS	\$ 57,000 ^{5.5. 34,350.00}	\$ 57,000 ^{34,350.00}
16	6" Concrete Flatwork to Construct	1	LS	\$ 68,150	\$ 68,150
17	6" Colored Concrete Flatwork to Construct	1	LS	\$ 3,135	\$ 3,135
18	9" Concrete Mow Strip to Construct	1	LS	\$ 2,350	\$ 2,350
19	12" Concrete Mow Strip to Construct	1	LS	\$ 51,450	\$ 51,450
20	Header Board to Install	1	LS	\$ 13,000	\$ 13,000
21	Concrete Field Numbers to Construct	1	LS	\$ 5,000	\$ 5,000
22	Dug Out Shade Structures to Install	1	LS	\$ 107,800	\$ 107,800
23	Cast-in-Place Concrete Wall to Construct	1	LS	\$ 24,300	\$ 24,300
24	Concrete Stage Flatwork to Install	1	LS	\$ 6,850	\$ 6,850
25	Ramp to Construct at Stage and Ballfield	1	LS	\$ 3,900	\$ 3,900
26	Stairs to Construct at Stage and Ballfield	1	LS	\$ 5,175	\$ 5,175
27	Hand and Safety Rails to Install at Stage and Ballfield	1	LS	\$ 3,900	\$ 3,900
28	6" Concrete Flatwork for Stage Dance Floor	1	LS	\$ 4,900	\$ 4,900
29	Infield Mix to Place	1	LS	\$ 38,000	\$ 38,000
30	Unfired Clay Bricks for Baseball Infield	1	LS	\$ 1,425	\$ 1,425
31	Stabilized Decomposed Granite	1	LS	\$ 38,000	\$ 38,000

Pavement to Place						
32	4' Chain Link Fence to Install	1	LS	\$ 27,250	\$ 27,250	
33	6' Chain Link Fence to Install	1	LS	\$ 14,840	\$ 14,840	
34	8' Chain Link Fence to Install	1	LS	\$ 37,480	\$ 37,480	
35	Baseboards to Install on 8' Fence/Backstop	1	LS	\$ 43,145	\$ 43,145	
36	4' High x 10' Wide Chain Link Gates to Install	1	LS	\$ 13,175	\$ 13,175	
37	6' High x 4' Wide Chain Link Dugout Gates to Install	1	LS	\$ 7,880	\$ 7,880	
38	Existing Baseball Overthrow fence Replacement w/ 30' Chain Link Fence	1	LS	\$ 33,000	\$ 33,000	
39	30' High Chain Link Fence Backstop to Install	1	LS	\$ 56,000	\$ 56,000	
40	Poly-Cap Protective Guard to Install	1	LS	\$ 6,050	\$ 6,050	
41	Foul Ball Poles to Install	1	LS	\$ 8,000	\$ 8,000	
42	8' Benches to Install	1	LS	\$ 5,250	\$ 5,250	
43	Trash Receptacles to Install	1	LS	\$ 6,100	\$ 6,100	
44	Player's Bench to Install	1	LS	\$ 8,700	\$ 8,700	
45	Scorer's Table to Install	1	LS	\$ 2,400	\$ 2,400	
46	Baseball Bat Rack to Install	1	LS	\$ 2,300	\$ 2,300	
47	5-Row Bleachers to Install	1	LS	\$ 25,000	\$ 25,000	
48	Existing 3-Row Bleachers to Relocate	1	LS	\$ 1,400	\$ 1,400	
49	Storage Containers to Install	1	LS	\$ 1,460	\$ 1,460	
50	Baseball Bases to Install	1	LS	\$ 5,500	\$ 5,500	
51	Various Signage to Install	1	LS	\$ 850	\$ 850	

52	Electrical System to Install	1	LS	\$ 63,320	\$ 63,320
53	Automatic Irrigation System	1	LS	\$ 110,000	\$ 110,000
54	Trees to Plant (15 Gal.)	1	LS	\$ 2,000	\$ 2,000
55	Trees to Plant (24" Box)	1	LS	\$ 29,000	\$ 29,000
56	Shrub and Groundcover Areas to Plant	1	LS	\$ 34,000	\$ 34,000
57	Landscape Weed Fabric to Install	1	LS	\$ 12,000	\$ 12,000
58	Bark Mulch to Install	1	LS	\$ 25,000	\$ 25,000
59	Turf Sod to Place	1	LS	\$ 95,000	\$ 95,000
60	Plant Establishment (90 days)	1	LS	\$ 2,675	\$ 2,675
61	Non-Native Irrigated Native Grass and Wildflower Hydroseeding	1	LS	\$ 27,000	\$ 27,000
62	Great Meadow Tree Irrigation and Planting	1	LS	\$ 55,000	\$ 55,000
BASE BID SUBTOTAL					\$ <u>1,465,625</u> <i>1,408,530.00 J.S.</i>

ADDITIVE ALTERNATES BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total
A1	Stage Shade Structure to Install	1	LS	\$ 130,500	\$ 130,500
A2	Picnic Areas to Install in Great Meadow	1	LS	\$ 100,500	\$ 100,500
ADDITIVE ALTERNATE SUBTOTAL					\$ 231,000
BASE BID PLUS ADDITIVE ALTERNATE TOTAL					\$ <u>1,696,625</u> <i>1,639,530.00 J.S.</i>

CONTRACTOR NAME: JM Slover Inc.

TOTAL \$1,696,625

J.S. 1,639,530.00

SCHEDULE

If awarded the Contract, the undersigned agrees to sign said Contract and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of the Contract, and to begin work within fifteen (15) days after the issuance of 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 **ONE HUNDRED (100) WORKING DAYS PLUS A THIRTY (30) CALENDAR DAYS PLANT ESTABLISHMENT PERIOD**. The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

DETERMINATION OF LOW BIDDER

SPECIAL CONDITION: THE DETERMINATION OF THE LOW BIDDER WILL BE BASED ON THE BASE BID AND ALL ADDITIVE ALTERNATES. HOWEVER, THE CONTRACT AWARD MAY NOT INCLUDE ALL OF THE ADDITIVE ALTERNATIVES. THE CITY RESERVES THE RIGHT TO SELECT WHICH ADDITIVE ALTERNATIVES, IF ANY, TO INCLUDE IN THE CONTRACT AWARD IN ADDITION TO THE BASE BID WORK.

CORRECTING BID PROPOSAL: 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 Bid Proposal. When such a mathematical error appears on the face of the Bid 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 Bid 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 Bid 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 Bid Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid Proposal shall be disregarded.

BIDDER'S DECLARATION

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

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

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

Add. #	<u>1</u>	DATE	<u>2/19/15</u>
Add. #	<u>2</u>	DATE	<u>2/23/15</u>
Add. #	<u>3</u>	DATE	<u>2/25/15</u>

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

FOR CITY USE ONLY

BID BOND SECURITY

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

TYPE OF DEPOSIT

- Bid Bond
- Cashier/Certified Check
- Other _____

Initial: JK

CONTRACTOR:

By: 
(Signature)

John M. Slover
(Print or Type)

Title President/Vice President
Address 1630 Lotus Road
Placerville, CA 95667
Telephone No. (530) 621-4815
Fax No. (530) 621-4869
EMAIL ADDRESS terresa@jmslover.com
Date 03/04/15

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. 615956 Type A & C-27
Expiration Date 03/31/2016
Tax I.D. Nos.- Fed. 20-3963906 State 37745924
City of Sacramento Business Operation Tax Certificate No. 125125
(City will not award contract if Certificate Number is missing.)

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

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

1. LBE FIVE PERCENT (5%) PARTICIPATION

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

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

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

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

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

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

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

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

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

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

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

I. LBE PARTICIPATION REQUIREMENT

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

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

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

II. LBE QUALIFICATION

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

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

III. DETERMINATION OF LBE PARTICIPATION LEVEL

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. Participation Credit: To receive credit for participation:(1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must 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

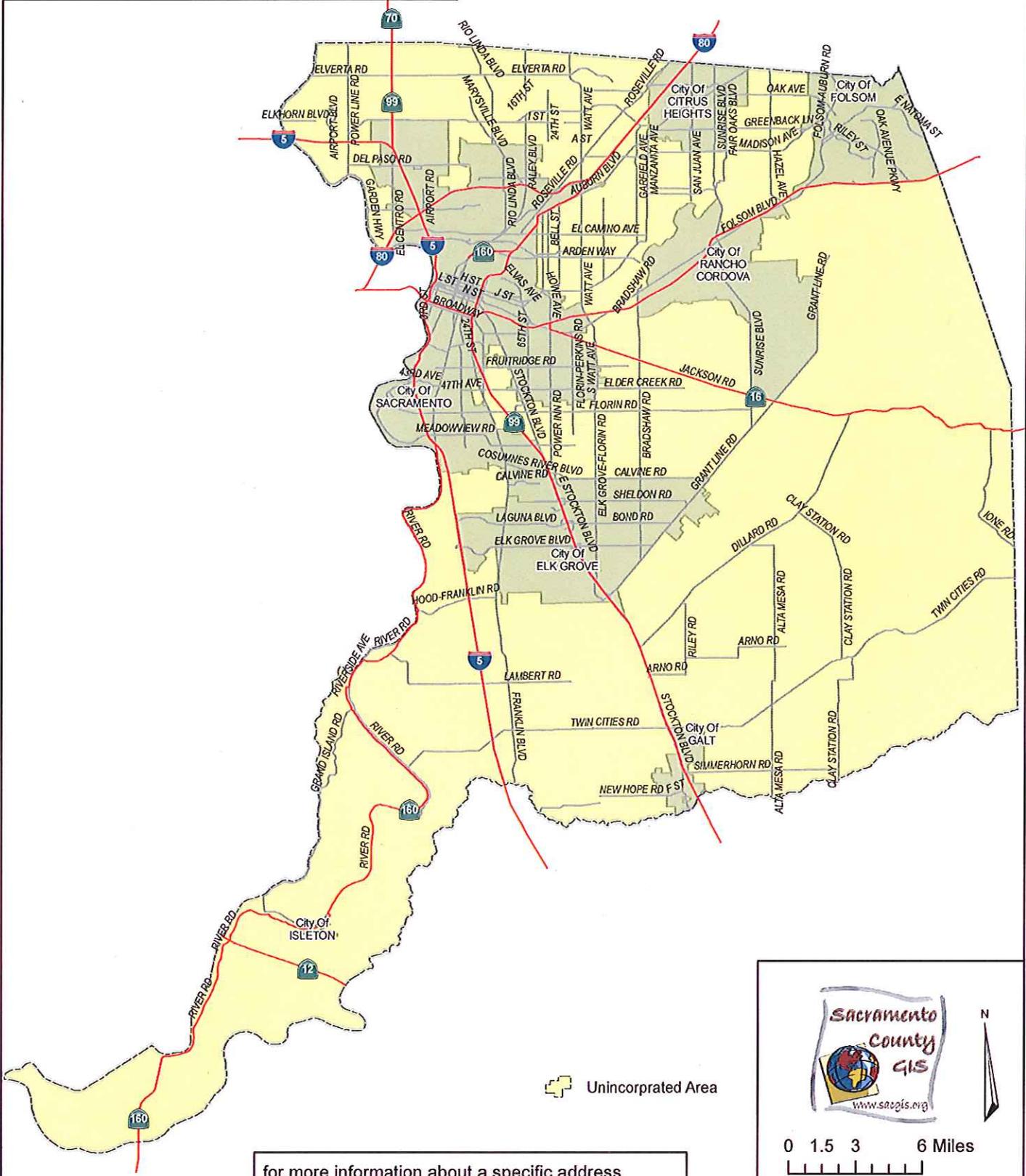
request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days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

Sacramento County GIS
www.sacgis.org

0 1.5 3 6 Miles

Doc Date: December, 2010

City Of Sacramento
B15190021013

Bid Proposal Guarantee
Page 1 of 1

KNOW ALL MEN BY THESE PRESENTS,

That we, JM Slover, Inc.

as Principal, and International Fidelity Insurance Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at 915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814 up to the hour of 2:00 p.m. on MARCH 4, 2015 for the Work specifically described as follows:

NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

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 13th
day of February 2015

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

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

ORIGINAL APPROVED AS TO FORM:

City Attorney

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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

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

ERIC V. MATRANGA, STANLEY J. MATRANGA

Carmichael, CA

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

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

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

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

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



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies, that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of February 2015

MARIA BRANCO, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

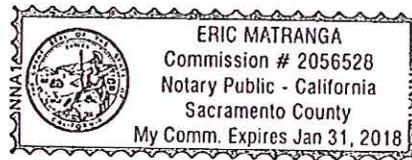
State of California
County of Sacramento

On February 13, 2015 before me, Eric Matranga, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Eric Matranga* (Seal)

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:**

615956, Class A & C-27, Expires 03/31/2016

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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 Placerville, on 03/04/15.
(Location) (Date)

Signature: 

Print name: John M. Slover

Title: President

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Green Contracting Survey (Voluntary)

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

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

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

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

City of SACRAMENTO

Subcontractor and Local Business Enterprise (LBE) Participation Form

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

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

Prime Contractor Name: JM Slover Inc. Base Bid Amount: \$1,465,625 Is the Prime Contractor a LBE? Yes No
 (REQUIRED) Prime Contractor DIR Registration # 1000002680 52,1408,530.00

Business Entity/Subcontractor Name and Address	Subcontractor License No.	Subcontractor DIR Registration # (subject to verification)	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
A-G Sod Farms 12750 Guard Road Lodi, CA 95242 Todd Gerrow - (800) 588-6882	648627	1000009211		Sod	\$53,420.40
Mid-State Engineering 8322 Wise Road Auburn, CA 95603 Garry Smith - (916) 870-4926	601330	1000011687		Underground	\$77,967.00
Burrell Consulting Group, Inc. 1001 Enterprise Way, Suite 100 Roseville, CA 95678 Jim Koo - (916) 783-8898	L5876	1000001214		Surveying/Staking	\$6,800.00
Recreation Science Inc PO Box 860 Carmichael, CA 95609 Craig Creekmore - (916) 612-3871	985338	1000003792	LBE	Installation of Shade Structures	\$42,500.00

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

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY
THE SUBCONTRACTOR LICENSING NUMBER IS DUE WITHIN 24 HOURS OF THE BID DUE DATE AND TIME.

City of SACRAMENTO

Subcontractor and Local Business Enterprise (LBE) Participation Form

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

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

Prime Contractor Name: JM Slover Inc. Base Bid Amount: \$1,465,625 Is the Prime Contractor a LBE? Yes No
 (REQUIRED) Prime Contractor DIR Registration # 1000002680 5.7 / 408, 530.

Business Entity/Subcontractor Name and Address	Subcontractor License No.	Subcontractor DIR Registration # (subject to verification)	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
Nitta Erosion Control 3778 Del Mar Avenue Loomis, CA 95650-9051 Scott Nitta - (916) 652-7459	401640	1000000478		Hydroseeding	\$16,042.10
Guzman Electrical Inc. 8001 Fruitridge Road, #8 Sacramento, CA 95820 Sam Guzman - (916) 386-1249	653669	1000003492	LBE	Electrical	\$56,863.00
R & R Maher Construction Company, Inc. 1324 Lemon St. Vallejo, CA 94590 Ken Scollavino - (707) 552-0330	508930	1000000345		Concrete	\$200,437.00
All Steel Fence 146 Klo Road Lathrop, CA 95330 Tom Cornell, III - (209) 983-8409	710512	1000000047		Fencing	\$233,582.00

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

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY
THE SUBCONTRACTOR LICENSING NUMBER IS DUE WITHIN 24 HOURS OF THE BID DUE DATE AND TIME.

City of SACRAMENTO

Subcontractor and Local Business Enterprise (LBE) Participation Form

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

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

Prime Contractor Name: JM Slover Inc. Base Bid Amount: \$1,465,625 Is the Prime Contractor a LBE? Yes No
 (REQUIRED) Prime Contractor DIR Registration # 1000002680 531,408,530

Business Entity/Subcontractor Name and Address	Subcontractor License No.	Subcontractor DIR Registration # (subject to verification)	Indicate LBE (subject to verification)	Items of Work and/or Description of Work, Services, or Materials to be provided for complete contract	Estimated Dollar Value of Work, Services, or Materials to be provided for Base Bid
McClemon Grading & Excavating 9010 Elder-Creek Road Sacramento, CA 95829 Mitch McClemon - (916) 666-0741	924036	1000011238	LBE	Grading/Aggregate Base	\$170,190.49
McClemon general cong. BACHO CONCRETE CO.	274333	1000003323		Grading / Agg. Base.	104,675.00

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

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY
THE SUBCONTRACTOR LICENSING NUMBER IS DUE WITHIN 24 HOURS OF THE BID DUE DATE AND TIME.

B15190021013

NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

(Addendum #3)

February 25, 2015

To all Potential Bidders:

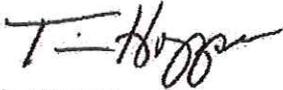
Attached hereto are addenda items, which shall be incorporated into the request for proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms,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

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

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received at the Clerk's Office, 915 I Street, New City Hall, 5th Floor, Sacramento, CA 95814-2671, prior to the hour and date specified for receipt of bids, may result in rejection of your offer. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

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

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist
Department of General Services

Enclosure

Clerk's Office

c: Distribution List
Planholders



Bid Number: B15190021013

ADDENDUM #3 DATE: February 25, 2015

NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

Addendum #3 Includes:

1. **CLARIFICATION OF PLANT ESTABLISHMENT PERIOD. The plant establishment period is Ninety (90) Calendar Days.**

THE ORIGINAL BID DUE DATE OF MARCH 4, 2015, REMAINS THE SAME.

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

Cc: File

B15190021013

NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

(Addendum #2)

February 23, 2015

To all Potential Bidders:

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

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

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received at the Clerk's Office, 915 I Street, New City Hall, 5th Floor, Sacramento, CA 95814-2671, prior to the hour and date specified for receipt of bids, may result in rejection of your offer. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

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

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist
Department of General Services

Enclosure

Clerk's Office

c: Distribution List
Planholders

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Bid Number: B15190021013

ADDENDUM #2 DATE: February 23, 2015

NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

Addendum #2 includes:

1. **REVISED BID PROPOSAL FORM- See new language for "Determination of Low Bidder" on page 5 of 6 of the bid proposal (attached).**

THE ORIGINAL BID DUE DATE OF MARCH 4, 2015, REMAINS THE SAME.

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

Cc: File

CONTRACTOR NAME: _____

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

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

**BID PROPOSAL
 NORTH NATOMAS REGIONAL PARK PHASE 6-
 ADDITIONAL BASEBALL FIELDS AND STAGE
 (L19140201)**

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	\$	\$
2	City Building Permit Inspection Coordination	1	LS	\$5,000.00	\$5,000.00
3	Clearing, Grubbing and Tree Removal	1	LS	\$	\$
4	Demolition	1	LS	\$	\$
5	Erosion and Sediment Control	1	LS	\$	\$
6	Construction Staking	1	LS	\$	\$
7	Site Grading	1	LS	\$	\$
8	Catch Basin to Construct	1	LS	\$	\$
9	French Drain to Place	1	LS	\$	\$
10	Trench Drain to Place	1	LS	\$	\$
11	Manhole to Install	1	LS	\$	\$

12	6" PVC Drain Pipe to Place	1	LS	\$	\$
13	8" PVC Drain Pipe to Place	1	LS	\$	\$
14	12" PVC Drain Pipe to Place	1	LS	\$	\$
15	Aggregate Base to Place	1	LS	\$	\$
16	6" Concrete Flatwork to Construct	1	LS	\$	\$
17	6" Colored Concrete Flatwork to Construct	1	LS	\$	\$
18	9" Concrete Mow Strip to Construct	1	LS	\$	\$
19	12" Concrete Mow Strip to Construct	1	LS	\$	\$
20	Header Board to Install	1	LS	\$	\$
21	Concrete Field Numbers to Construct	1	LS	\$	\$
22	Dug Out Shade Structures to Install	1	LS	\$	\$
23	Cast-in-Place Concrete Wall to Construct	1	LS	\$	\$
24	Concrete Stage Flatwork to Install	1	LS	\$	\$
25	Ramp to Construct at Stage and Ballfield	1	LS	\$	\$
26	Stairs to Construct at Stage and Ballfield	1	LS	\$	\$
27	Hand and Safety Rails to Install at Stage and Ballfield	1	LS	\$	\$
28	6" Concrete Flatwork for Stage Dance Floor	1	LS	\$	\$
29	Infield Mix to Place	1	LS	\$	\$
30	Unfired Clay Bricks for Baseball Infield	1	LS	\$	\$
31	Stabilized Decomposed Granite	1	LS	\$	\$

Pavement to Place					
32	4' Chain Link Fence to Install	1	LS	\$	\$
33	6' Chain Link Fence to Install	1	LS	\$	\$
34	8' Chain Link Fence to Install	1	LS	\$	\$
35	Baseboards to Install on 8' Fence/Backstop	1	LS	\$	\$
36	4' High x 10' Wide Chain Link Gates to Install	1	LS	\$	\$
37	6' High x 4' Wide Chain Link Dugout Gates to Install	1	LS	\$	\$
38	Existing Baseball Overthrow fence Replacement w/ 30' Chain Link Fence	1	LS	\$	\$
39	30' High Chain Link Fence Backstop to Install	1	LS	\$	\$
40	Poly-Cap Protective Guard to Install	1	LS	\$	\$
41	Foul Ball Poles to Install	1	LS	\$	\$
42	8' Benches to Install	1	LS	\$	\$
43	Trash Receptacles to Install	1	LS	\$	\$
44	Player's Bench to Install	1	LS	\$	\$
45	Scorer's Table to Install	1	LS	\$	\$
46	Baseball Bat Rack to Install	1	LS	\$	\$
47	5-Row Bleachers to Install	1	LS	\$	\$
48	Existing 3-Row Bleachers to Relocate	1	LS	\$	\$
49	Storage Containers to Install	1	LS	\$	\$
50	Baseball Bases to Install	1	LS	\$	\$
51	Various Signage to Install	1	LS	\$	\$

52	Electrical System to Install	1	LS	\$	\$
53	Automatic Irrigation System	1	LS	\$	\$
54	Trees to Plant (15 Gal.)	1	LS	\$	\$
55	Trees to Plant (24" Box)	1	LS	\$	\$
56	Shrub and Groundcover Areas to Plant	1	LS	\$	\$
57	Landscape Weed Fabric to Install	1	LS	\$	\$
58	Bark Mulch to Install	1	LS	\$	\$
59	Turf Sod to Place	1	LS	\$	\$
60	Plant Establishment (90 days)	1	LS	\$	\$
61	Non-Native Irrigated Native Grass and Wildflower Hydroseeding	1	LS	\$	\$
62	Great Meadow Tree Irrigation and Planting	1	LS	\$	\$

BASE BID SUBTOTAL \$ _____

ADDITIVE ALTERNATES BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total
A1	Stage Shade Structure to Install	1	LS	\$	\$
A2	Picnic Areas to Install in Great Meadow	1	LS	\$	\$

ADDITIVE ALTERNATE SUBTOTAL \$ _____

BASE BID PLUS ADDITIVE ALTERNATE TOTAL \$ _____

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

SCHEDULE

If awarded the Contract, the undersigned agrees to sign said Contract and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of the Contract, and to begin work within fifteen (15) days after the issuance of 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 **ONE HUNDRED (100) WORKING DAYS PLUS A THIRTY (30) CALENDAR DAYS PLANT ESTABLISHMENT PERIOD**. The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

DETERMINATION OF LOW BIDDER

SPECIAL CONDITION: THE DETERMINATION OF THE LOW BIDDER WILL BE BASED ON THE BASE BID AND ALL ADDITIVE ALTERNATES. HOWEVER, THE CONTRACT AWARD MAY NOT INCLUDE ALL OF THE ADDITIVE ALTERNATIVES. THE CITY RESERVES THE RIGHT TO SELECT WHICH ADDITIVE ALTERNATIVES, IF ANY, TO INCLUDE IN THE CONTRACT AWARD IN ADDITION TO THE BASE BID WORK.

CORRECTING BID PROPOSAL: 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 Bid Proposal. When such a mathematical error appears on the face of the Bid 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 Bid 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 Bid 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 Bid Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid Proposal shall be disregarded.

BIDDER'S DECLARATION

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

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

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

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

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name. If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation. If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

FOR CITY USE ONLY

BID BOND SECURITY

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

TYPE OF DEPOSIT

- Bid Bond
- Cashier/Certified Check
- Other _____

Initial: _____

CONTRACTOR:

By: _____
 (Signature)

 (Print or Type)

Title _____
 Address _____

Telephone No. _____
 Fax No. _____

EMAIL ADDRESS _____
 Date _____

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. _____ Type _____
 Expiration Date _____
 Tax I.D. Nos.- Fed. _____ State _____
 City of Sacramento Business Operation Tax Certificate No. _____
 (City will not award contract if Certificate Number is missing.)

B15190021013

NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

(Addendum #1)

February 19, 2015

To all Potential Bidders:

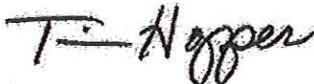
Attached hereto are addenda items, which shall be incorporated into the request for proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms,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

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

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received at the Clerk's Office, 915 I Street, New City Hall, 5th Floor, Sacramento, CA 95814-2671, prior to the hour and date specified for receipt of bids, may result in rejection of your offer. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

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

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist
Department of General Services

Enclosure

Clerk's Office

c: Distribution List
Planholders



Bid Number: B15190021013

ADDENDUM #1 DATE: February 19, 2015

NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

Addendum #1 includes:

1. **REVISED SUBCONTRACTOR AND LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION FORM**
2. **NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW (SB 854) FACT SHEET**

THE ORIGINAL BID DUE DATE OF MARCH 4, 2015, REMAINS THE SAME.

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

Cc: File

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: _____ Base Bid Amount: _____ Is the Prime Contractor a LBE? Yes ___ No ___

(REQUIRED) Prime Contractor DIR Registration # _____

Business Entity/Subcontractor Name and Address	Subcontractor License No.	Subcontractor DIR Registration # (subject to verification)	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

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
THE SUBCONTRACTOR LICENSING NUMBER IS DUE WITHIN 24 HOURS OF THE BID DUE DATE AND TIME.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]

FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are now required to submit PWC-100 (contract award notice) for all public works projects. (This requirement previously applied to about 90% of all projects.)
- Contractors and subcontractors on all public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - This requirement will be phased in as follows:
 - Applies immediately to public works projects that have already been under CMU monitoring, i.e. contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
 - Will apply to any new projects awarded on or after April 1, 2015
 - May apply to other projects as determined by Labor Commissioner
 - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
 - The Labor Commissioner may make exception to this requirement for
 - Projects covered by qualifying project labor agreement
 - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
 - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

LBE

Contractor's License Detail for License # 985338

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

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

Business Information

RECREATION SCIENCE INC
 P O BOX 860
 CARMICHAEL, CA 95609
 Business Phone Number:(916) 612-3871

5532 North Ave
 Carmichael, CA 95608

Entity Corporation
 Issue Date 07/22/2013
 Expire Date 07/31/2015

License Status

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

Classifications

A - GENERAL ENGINEERING CONTRACTOR
 D34 - PREFABRICATED EQUIPMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.
Bond Number: 04WB050952
Bond Amount: \$12,500
Effective Date: 07/02/2014
 Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) CREEKMORE CRAIG LEE certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.
Effective Date: 07/22/2013

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9117011
Effective Date: 11/04/2014
Expire Date: 03/20/2016
 Workers' Compensation History

Other

LBE



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 653669

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

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

License Number 653669 Extract Date 2/12/2014

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

8001 Frustridge Rd. #8 Sacramento, CA 95820

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

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

Classifications CLASS C10 DESCRIPTION ELECTRICAL

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

BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) GUZMAN AGUSTIN GARCIA certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required. Effective Date: 10/30/2003

Workers' Compensation WORKERS' COMPENSATION

Contractor's License Detail for License # 994036

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

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

Business Information

ROAD HOG ENTERPRISES INC
 dba MC CLERNON GRADING AND EXCAVATING

*9010 Elderbrook Rd
 Sac. CA 95829*

8789 AUBURN FOLSOM ROAD
 SUITE C-427
 GRANITE BAY, CA 95746
 Business Phone Number:(916) 742-5621

Entity Corporation
 Issue Date 06/27/2014
 Expire Date **06/30/2016**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

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

Bond Number: 100246444

Bond Amount: \$12,500

Effective Date: 04/22/2014

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) MC CLERNON JAMES MITCHELL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.

Effective Date: 06/27/2014

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

Effective Date: 04/22/2014

Expire Date: None

B15190021013

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2015, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **JM SLOVER, INC., 1630 LOTUS ROAD, PLACERVILLE, CA 95667** ("Contractor") in the amount of: **ONE MILLION FIVE HUNDRED THIRTY NINE THOUSAND THIRTY DOLLARS AND NO CENTS (\$1,539, 030.00)**.

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 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

including the Work called for in the following alternative bid items described in the Proposal Form: ADDITIVE ALTERNATE 1

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 ONE HUNDRED (100) 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-erectments, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

(A) Minimum Scope and Limits of Insurance Coverage

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

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

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

(B) Additional Insured Coverage

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

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

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

(C) Other Insurance Provisions

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

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

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

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

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

(D) Acceptability of Insurance

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

(E) Verification of Coverage

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

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

(F) Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

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

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

21. EXCUSABLE DELAYS

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

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

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

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

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

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

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

27. TERMINATION FOR CONVENIENCE

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

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

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

(C) For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

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

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

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

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

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

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

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

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

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

CONTRACTOR

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

DATE 3/24/15

BY [Signature]
John M. Slover

Print Name
President
Title

BY [Signature]
Terrese L. Slover

Print Name
Sec. / CFO
Title

Federal ID#
20-3963906

State ID#
377-4592-4

125125

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

Type of Business Entity (check one):

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

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____

For: _____
City Manager

Original Approved As To Form:

Attest:

City Attorney

City Clerk

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Bond No.: 0665923
Premium: \$18,890.00
Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to **JM SLOVER, INC., 1630 LOTUS ROAD, PLACERVILLE, CA 95667:** as principal, hereinafter called Contractor, a contract for construction of:

NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

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

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety):*
International Fidelity Insurance Company, 2999 Oak Road, Suite 820, Walnut Creek, CA 94597,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:
ONE MILLION FIVE HUNDRED THIRTY NINE THOUSAND THIRTY DOLLARS AND NO CENTS (\$1,539, 030.00), 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 March 20th, 2015.

JM Slover, Inc.

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

International Fidelity Insurance Company

(Surety) (Seal)
By [Signature]
Title Stanley J. Matranga, Attorney-In-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

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

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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

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

ERIC V. MATRANGA, STANLEY J. MATRANGA

Carmichael, CA.

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

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

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

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

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



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this

2014 day of March, 2015

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)

On March 20, 2015 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Eric Matranga*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

**CITY OF SACRAMENTO
PAYMENT BOND**

Bond No.: 0665923
Premium: Included in Perf. Bond

Page 1 of 1

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

NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

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

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

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
International Fidelity Insurance Company, 2999 Oak Road, Suite 820, Walnut Creek, CA 94597,

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of **ONE MILLION FIVE HUNDRED THIRTY NINE THOUSAND THIRTY DOLLARS AND NO CENTS (\$1,539, 030.00)**, 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 March 20th, 20 15.

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

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

ORIGINAL APPROVED AS TO FORM:

City Attorney

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

Effective 7-1-12

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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

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

ERIC V. MATRANGA, STANLEY J. MATRANGA

Carmichael, CA.

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

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

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

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

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



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this

20th day of March, 2015

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)

On March 20, 2015 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stanley J. Matranga
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Eric Matranga*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

POLICY NUMBER: LAN2901154-00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Effective Date 10/13/2014	Policy Expiration Date 10/13/2015
Named Insured J M Slover Inc	

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

SCHEDULE

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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

A handwritten signature in black ink, appearing to read "Shanika", is centered on the page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

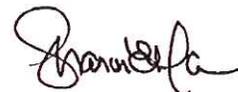
Policy Effective Date 10/13/2014	Policy Expiration Date 10/13/2015
Named Insured J M Slover Inc	

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

SCHEDULE

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

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO FLEET ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. BROADENED NAMED INSURED

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

The definition of "insured" is amended to include the following:

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

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

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

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

B. AMENDMENT OF COVERAGE EXTENSIONS

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

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

C. RENTAL REIMBURSEMENT COVERAGE

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

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

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

D. COMMUNICATION EQUIPMENT COVERAGE

1. COVERAGE

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

2. LIMIT OF INSURANCE

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

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

3. DEDUCTIBLE

No deductibles apply to this coverage.

E. TAPES, RECORDS AND DISCS COVERAGE

1. Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar devices:

- a. Are your property; and
- b. Are in a covered "auto" showing visible signs of forcible entry at the time of "loss".

2. The most we will pay for "loss" is \$250.

3. **PHYSICAL DAMAGE COVERAGE** provisions apply to this coverage, except for any deductible.

F. EXTENDED TOWING COVERAGE

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

Paragraph A.2. is replaced by the following:

2. Towing

a. We will pay up to the limit shown in b. for towing and labor costs incurred each time an "auto" is disabled. However, the labor must be performed at the place of disablement.

b. Limit of Insurance

(1) The most we will pay per disablement of a private passenger type "auto" is \$75.

(2) The most we will pay per disablement of an "auto" not of the private passenger type is \$500.

G. EXTENDED GLASS COVERAGE

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

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

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

H. AIRBAG COVERAGE

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

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

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

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

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

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

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

J. HIRED "AUTO" PHYSICAL DAMAGE

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

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

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

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

K. LEASE OR LOAN PHYSICAL DAMAGE COVERAGE EXTENSION

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

We will pay the greater of:

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

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

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

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

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

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

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

Notice to us should include:

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

M. AUTO MEDICAL PAYMENTS

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

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



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

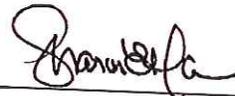
Schedule

Any person or organization as required by written contract.

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

Endorsement Effective	3/1/2015	Policy No.	SWC1069621	Endorsement No.	WC040306
Insured	JM SLove, Inc. (A Corp)			Premium \$	21796
Insurance Company	Security National Insurance Company				

Countersigned by



WORKER'S COMPENSATION CERTIFICATION

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

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

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

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

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

DATE: 3/24/15

Contractor JM Slover Inc.

By 
Signature

PAY REQUEST APPLICATION

PROJECT NAME AND NUMBER: NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

CONTRACTOR: _____

PURCHASE ORDER NO. (Required): _____

COST CENTER: (L19140201)

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

PROJECT NAME: NO. NATOMAS REGIONAL PARK PHASE 6 - (ADDITIONAL BASEBALL FIELDS AND STAGE)

CITY PROJ. NO: PN: L19140201

CONTRACTOR: JM SLOVER, INC.

FUNDING:

ADDRESS: 1630 LOTUS ROAD

PLACERVILLE

PHONE NO: (530) 621-4815

Remit To:

Department of Parks & Recreation
 Park Planning & Development Services
 915 I Street, 5th Floor
 Sacramento, CA 95814

Payment No. _____

Work Performed Thru _____

Date Payment Submitted _____

Days Expended on Contract _____

Item No.	Item Description	Estimated Quantity	Unit	Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
1	Temporary Construction Fence to Install	1	LS	\$11,000.00	\$11,000.00					
2	City Building Permit Inspection Coordination	1	LS	\$5,000.00	\$5,000.00					
3	Clearing, Grubbing and Tree Removal	1	LS	\$2,895.00	\$2,895.00					
4	Demolition	1	LS	\$11,850.00	\$11,850.00					
5	Erosion and Sediment Control	1	LS	\$9,250.00	\$9,250.00					
6	Construction Staking	1	LS	\$7,575.00	\$7,575.00					
7	Site Grading	1	LS	\$78,785.00	\$78,785.00					
8	Catch Basin to Construct	1	LS	\$19,710.00	\$19,710.00					
9	French Drain to Place	1	LS	\$2,530.00	\$2,530.00					
10	Trench Drain to Place	1	LS	\$22,900.00	\$22,900.00					
11	Manhole to Install	1	LS	\$7,240.00	\$7,240.00					
12	6" PVC Drain Pipe to Place	1	LS	\$39,865.00	\$39,865.00					
13	8" PVC Drain Pipe to Place	1	LS	\$8,885.00	\$8,885.00					
14	12" PVC Drain Pipe to Place	1	LS	\$8,585.00	\$8,585.00					
15	Aggregate Base to Place	1	LS	\$34,350.00	\$34,350.00					
16	6" Concrete Flatwork to Construct	1	LS	\$68,150.00	\$68,150.00					
17	6" Colored Concrete Flatwork to Construct	1	LS	\$3,135.00	\$3,135.00					
18	9" Concrete Mow Strip to Construct	1	LS	\$2,350.00	\$2,350.00					
19	12" Concrete Mow Strip to Construct	1	LS	\$51,450.00	\$51,450.00					
20	Header Board to Install	1	LS	\$13,000.00	\$13,000.00					
21	Concrete Field Numbers to Construct	1	LS	\$5,000.00	\$5,000.00					
22	Dug Out Shade Structures to Install	1	LS	\$107,800.00	\$107,800.00					
23	Cast-in-Place Concrete Wall to Construct	1	LS	\$24,300.00	\$24,300.00					

24	Concrete Stage Flatwork to Install	1	LS	\$6,850.00	\$6,850.00				
25	Stage Ramp to Construct	1	LS	\$3,900.00	\$3,900.00				
26	Stage Stairs to Construct	1	LS	\$5,175.00	\$5,175.00				
27	Stage Hand and Safety Rails to Install	1	LS	\$3,900.00	\$3,900.00				
28	6" Concrete Flatwork for Stage Dance Floor	1	LS	\$4,900.00	\$4,900.00				
29	Infield Mix to Place	1	LS	\$38,000.00	\$38,000.00				
30	Unfired Clay Bricks for Baseball Infield	1	LS	\$1,425.00	\$1,425.00				
31	Stabilized Decomposed Granite Pavement to Place	1	LS	\$38,000.00	\$38,000.00				
32	4' Chain Link Fence to Install	1	LS	\$27,250.00	\$27,250.00				
33	6' Chain Link Fence to Install	1	LS	\$14,840.00	\$14,840.00				
34	8' Chain Link Fence to Install	1	LS	\$37,480.00	\$37,480.00				
35	Baseboards to Install on 8' Fence/Backstop	1	LS	\$43,145.00	\$43,145.00				
36	4' High x 10' Wide Chain Link Gates to Install	1	LS	\$13,175.00	\$13,175.00				
37	6' High x 4' Wide Chain Link Dugout Gates to Install	1	LS	\$7,880.00	\$7,880.00				
38	Existing Baseball Overthrow fence Replacement w/ 30' Chain Link Fence	1	LS	\$33,000.00	\$33,000.00				
39	30' High Chain Link Backstop to Install	1	LS	\$56,000.00	\$56,000.00				
40	Poly-Cap Protective Guard to Install	1	LS	\$6,050.00	\$6,050.00				
41	Foul Ball Poles to Install	1	LS	\$8,000.00	\$8,000.00				
42	8' Benches to Install	1	LS	\$5,250.00	\$5,250.00				
43	Trash Receptacles to Install	1	LS	\$6,100.00	\$6,100.00				
44	Player's Bench to Install	1	LS	\$8,700.00	\$8,700.00				
45	Scorer's Table to Install	1	LS	\$2,400.00	\$2,400.00				
46	Baseball Bat Rack to Install	1	LS	\$2,300.00	\$2,300.00				
47	5-Row Bleachers to Install	1	LS	\$25,000.00	\$25,000.00				
48	Existing 3-Row Bleachers to Relocate	1	LS	\$1,400.00	\$1,400.00				
49	Storage Containers to Install	1	LS	\$1,460.00	\$1,460.00				
50	Baseball Bases to Install	1	LS	\$5,500.00	\$5,500.00				
51	Various Signage to Install	1	LS	\$850.00	\$850.00				
52	Electrical System to Install	1	LS	\$63,320.00	\$63,320.00				
53	Automatic Irrigation System	1	LS	\$110,000.00	\$110,000.00				
54	Trees to Plant (15 Gal.)	1	LS	\$2,000.00	\$2,000.00				
55	Trees to Plant (24" Box)	1	LS	\$29,000.00	\$29,000.00				
56	Shrub and Groundcover Areas to Plant	1	LS	\$34,000.00	\$34,000.00				
57	Landscape Weed Fabric to Install	1	LS	\$12,000.00	\$12,000.00				

GUARANTEE

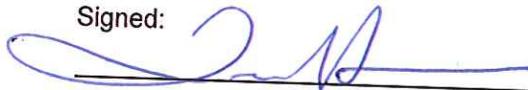
We hereby guarantee the: **NORTH NATOMAS REGIONAL PARK- PHASE 6**
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

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: 3/24/15

Signed:



Terresa L. Slover
Printed Name

JM Slover Inc.
Company

1630 Lotus Rd.
Address

Placerville, CA 95667

B15190021013

SPECIAL PROVISIONS

SPECIAL PROVISIONS FOR:

NORTH NATOMAS REGIONAL PARK- PHASE 6
(ADDITIONAL BASEBALL FIELDS AND STAGE)
(L19140201)

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 6 in Sacramento. The improvements will consist of grading, drainage, concrete walkways, mow strips, concrete stage, baseball fields, fencing, metal shade structures, automatic irrigation system, electrical, landscaping, signage, and site furniture.

B. COMPLETION TIME

The time for the completion of all work is ONE HUNDRED (100) Working Days from the Notice to Proceed for substantial completion and NINETY (90) Calendar Days for plant establishment. Should said work not be completed to the satisfaction of the City within said time, the contractor shall pay to the City of Sacramento a sum of ONE THOUSAND DOLLARS (\$1,000.00) as liquidated damages and not as a penalty for each calendar day delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

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, 3rd Floor, Sacramento, CA 95814, (916) 808-7633, FAX (916) 808-8275.

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

H. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

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

I. WORKMANSHIP AND MATERIALS

Except as otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. The quality of materials and workmanship shall be in accordance with the provisions of Section 5-17 of the Standard Specifications. Appearance of the finished work is of

primary importance in all phases of this project. Any portion of the work may be rejected due to appearance.

J. TRADE NAMES AND ALTERNATIVES

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

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

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

K. ACCIDENT PREVENTION

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

- L. LOCATION OF EQUIPMENT AND PIPING
Drawings showing locations of equipment, piping, valves, sprinkler heads, and other appurtenances are diagrammatic only. When installation deviates from the plans and specifications, the Landscape Architect shall be notified for approval. The Contractor will be held responsible for deviations made without first obtaining the Landscape Architect's approval, and shall remove and relocate such items at his own expense if so directed by the Park Construction Inspector.
- M. RELIEF FROM MAINTENANCE AND RESPONSIBILITY - RESOLUTION NO. 108 - DATED MARCH 26, 1970
Upon the written request of the Contractor and upon written approval by the City Landscape Architect, the Contractor may be relieved of the duty of maintaining and protecting certain portions of the work, which have been completed in all respects in accordance with the requirements of the contract and to the satisfaction of the City Landscape Architect, and thereafter, except with his consent, the Contractor will not be required to do further work thereon. In addition, such action by the City Landscape Architect will relieve the Contractor of responsibility for injury or damage to said completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from his negligence. Nothing in this section providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for repairing or replacing defective work or materials found at any time before either the formal acceptance of the entire contract by the City Council, or during the applicable guarantee period.
- N. CONFLICTS
This Section of the Special Provisions shall supersede Section 5-3 of the Standard Specifications. In case of conflict between drawings and specifications, the drawings shall govern in matters of quantity, the specifications in matters of quality. In case of conflict within the drawings involving quantities or within the specifications involving qualities, the greater quantity and the higher quality shall be furnished.
- O. PROTECTION OF FACILITIES
The Contractor shall be directed to Section 7-7 of the Standard Specifications, which shall also include protecting the work and materials to be used thereon from damage or loss due to theft, vandalism and malicious mischief. The Contractor shall be held responsible for such damages or loss, which he shall remedy at his expense.
- P. PROTECTION OF DRAINAGE FACILITIES
The Contractor shall maintain all new drainage facilities so storm drainage runoff into the new system is clean. Use straw bales around inlets to minimize sediment infiltration during rainy season and control irrigation schedule to minimize runoff during initial planting of turf.
- Q. CLEANING

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

R. **SUBMITTALS**

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

<u>Item</u>	<u>Product Data</u>	<u>Shop Drawings</u>	<u>Mock-up or Sample</u>
PVC Drain Pipe	X		
Drainage Structures	X	X	
Aggregate Base	X		
Concrete Pavement	X		X
Colored Concrete & Curing Compounds	X		X
Expansion Joint Materials	X		X
Decomposed Granite Paving	X		X
Trex Header Board	X		
Concrete Steps	X	X	X
Hand and Safety Rails	X	X	
Infield Mix	X		X
Polished Pebble Tile	X		X
Chain Link Fencing and Gates	X	X	
Baseboards	X		
Poly-Cap Protective Guard	X		
Dugout Shade Structure	X	X	
Stage Shade Structure	X	X	
Trash Receptacle	X		
Drinking Fountain	X		
Benches			

5-row Bleachers	X		
Backstop	X		
Scorer's Table	X		
Baseball Rack	X		
Baseball Bases	X		
Foul Pole	X		
Player's Bench			
Storage Container	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		
Booster Pump	X	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
Electrical	X	X	
Pull Boxes and Conduit	X	X	
Unfired Clay Brick	X		

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

S. RECORD DRAWINGS OF NEW CONSTRUCTION

Should the work as installed differ from the original design, the Contractor shall supply the City with a reproducible Mylar "as-built" drawing with all deviations from the original recorded thereon (layout and grades included). This "as-built" shall be found to be of acceptable quality by the Landscape Architect. Upon request, the City shall supply the

Contractor with a Mylar base map for his/her "as-built" drawing. "As-built" drawings shall also be required as stated in Section 36-4 of the Standard Specifications.

T. LICENSE REQUIREMENTS

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

U. PROTECTION OF EXISTING CONCRETE AND ASPHALT PAVEMENTS

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

V. PROJECT COORDINATION

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

W. City Code 3.60.020 Determination of lowest responsible bidder

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

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

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

c. The city council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of **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 Form440.**

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.**

AA. 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.

II. 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 – City Building Permit Inspection Coordination

This item shall consist of scheduling and coordinating all necessary City Building Permit inspections required for the project, including obtaining a final inspection and closing out the City Building permit for the work shown on the plans in conformance with these Special Provisions and City Building Permit.

- A. City Building Permit- The Landscape Architect will apply for a City Building Permit for the project. All the engineered drawings, calculations, permit fees and Special Inspections will be paid for the project by the City.
- B. Contractor's Responsibility - The Contractor shall be responsible for the project Building Permit during the project, and return the approved permit to the Landscape Architect upon completion, and including the follows:

Building Inspection Updates – Contractor shall provide the Landscape Architect and Construction Inspector with monthly updates on the progress of all building inspections, and invite the Construction Inspector to attend Building Permit inspections.

- C. Construction and Demolition Debris Ordinance (projects over \$250,000) – Contractor shall keep a Waste Log of all materials hauled away from the project, including weight tickets of disposal and recycled materials. Waste Log shall be submitted at the end of the project, within 30 days after permit has been finalized. Refer to the ***C&D Debris Ordinance Overview*** provided as an attachment to Special Provision for this project.
- D. Building Permit Inspections – Contractor shall be responsible for scheduling all necessary Building inspections, and shall not cover over work until the work has been inspected and approved.

Contractor shall schedule all the required City Building Inspections by phone or online as indicated on the City Building Permit Envelope. The required inspection disciplines for this project are as follows:

1. Building (Shade Structure)
2. Electrical
3. Plumbing
4. Fire
5. Life Safety

Contractor shall not cover or conceal any Building, Electrical, Plumbing or Mechanical work without City Building Inspectors signature on the Building Permit.

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

- E. Special Inspections and Material Testing – The Contractor shall inform the Construction Inspector, who will schedule all required special inspections and material testing. Refer to the Schedule of Special Inspection in the Building Permit for the project.

Upon completion of the Special Inspections and testing work, the Special Inspection firm shall provide a final special inspection test report signed and stamped by the responsible professional engineer. This report will be needed for the Building Inspector at the final inspection, in order for final approval.

- F. Final Inspection/Closeout of Building Permit – Contractor shall be responsible for a final inspection/closing out of the building permit. The Contractor will need the following documents at the final building inspection for final approval and to close out of the City Building permit:

1. C&D Debris Waste Log shall be submitted at the end of the project, within 30 days after permit has been finalized.
2. Final Special Inspection Report signed and stamped by the responsible professional engineer. This report will be needed for the Building Inspector at the final inspection, in order for final approval.

Payment shall be made at the lump sum price as a Final Pay Item, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in City Building Permit Inspection Coordination as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 3 – Clearing, Grubbing and Tree Removal

This item shall consist of clearing, grubbing, trees to transplant and tree removal for the park development in conformance with Sections 12, 13 and 15 of the Standard Specifications and these Special Provisions.

- A. Clearing and Grubbing shall conform to Section 12 of the Standard Specifications. All weeds less than two inches (2") in height may be disked under to a minimum depth of six inches (6"). All other weeds, shrubs, brush, vines, debris and all other objection material within the project site shall be removed.
- B. Existing Trees to Transplant – Fifteen (15) existing trees approximately to a 24" box tree shall be dug up and transplanted, to the existing turf area around the North Natomas Regional Park lake at North Park Dr. and Natomas Blvd. The exact location to plant removed trees shall be determined in the field with the Landscape Architect.
- C. Tree Removal – Trees to be removed are shown on the plans. Removal shall include removal of the stump and tree roots to a point two feet (2') below proposed grade. The Landscape Architect shall make the final determination of tree removal in the field.
- D. Debris - All resulting debris shall become the property of the Contractor, and disposed of outside the project limits at the Contractor's expense.
- E. Tree Protection Fencing – Contractor shall furnishing and installing 6' Chain Link Fence as shown on the Demolition Plans sheet L4 and L5, Grading and Drainage Key Note 9. around the drip line of the existing trees to remain within the Limit of Work for Phase 6. Orange plastic fencing is not acceptable. Dimensions will be contingent upon tree size and species. The fencing shall remain in place for the duration of the project except for the temporary removal required to replace existing curb, gutter, and sidewalk.

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

Item No. 4 - Demolition

This item shall consist of removing items, saw cutting, concrete pavement and curb, trash and debris as shown on the plans in conformance with Section 12 and 13 of the Standard Specifications and these Special Provisions.

- A. Demolition shall include the removal of the following items as shown on the plans, including the removal of the associated concrete footings.
- B. Concrete and Aggregate Base Removal shall include concrete flatwork, curbs and pads and the underlying aggregate base shown for removal on the plans.
- C. Saw Cutting shall be required as directed per, and shall be neat and clean and shall provide a smooth transition between new and existing features.
- D. Existing 8' Chain Link Fencing, including posts, footings shall be removed as shown on the Demolition plans and as indicated on the Key Notes thereon.
- E. Existing 30' Net and Posts shall be removed as shown on the Demolition plans and as indicated on the Key Notes thereon, and resulting sleeve capped with a metal cap,

welded in place.

- F. Trash and Debris Removal - All resulting debris shall become the property of the Contractor, and disposed of outside the project limits at the Contractor's expense.

Payment shall be 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 Demolition as shown on the plans, as specified in these Special Provisions, and as directed by the Landscape Architect.

Item No. 5 – Erosion and Sediment Control

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

- A. Storm Water Pollution Prevention Plan (SWPPP) – 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. 6 – Construction Staking

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

A. Staking:

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

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

Item No. 7 – Site Grading

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

A. Layout of Work:

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

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

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

D. 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. 8 - 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 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 Catch Basin to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 9 – 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. 10 – Trench Drain to Construct

This item shall consist of furnishing and placing a Trench Drain at the location and at the elevations shown on the plans in conformance with the Standard Specifications and these Special Provisions.

- A. Trench Drain shall be ADS Draintech 5" channel basin sloped to drain and installed per manufacturers details. Couple channel basins with 5" strainer coupler.

- B. Grate shall be reinforced steel slotted grate as indicated on the Key Notes thereon. Color to match existing grates.

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 Trench Drain to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 11 – Manhole to Install

This item shall consist of furnishing and constructing Standard Manhole No. 3A (SDMH's) as shown on the plans in conformance with Section 25 and 38 of the Standard Specifications and these Special Provisions.

- A. Standard Manhole No. 3 shall be precast in accordance with Standard Drawing S-80.
- B. Concrete shall be Portland Cement Concrete Type II, Class "D", as specified in Section 10, and concrete work shall be completed in conformance with applicable requirements of Section 20 of the Standard Specifications.

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

Item No. 12 - 6" PVC Drain Pipe to Place

This item shall consist of furnishing and placing 6" PVC Gravity Drain Pipe with cleanouts 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.
- C. Cleanouts shall be installed per Standard Drawings. Cleanout shall be installed with a valve box at finished grate, at the end. End of drain pipe shall be capped.

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. 13- 8" PVC Drain Pipe to Place

This item shall consist of furnishing and placing 8" 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.
- C. Cleanouts shall be installed per Standard Drawings. Cleanout shall be installed with a valve box at finished grate, at the end. End of drain pipe shall be capped.

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. 14 - 12" PVC Drain Pipe to Place

This item shall consist of furnishing and placing 12" PVC Gravity Drain Pipe with cleanouts 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.
- C. Cleanouts shall be installed per Standard Drawings. Cleanout shall be installed with a valve box at finished grate, at the end. End of drain pipe shall be capped.

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. 15 - Aggregate Base to Place

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

- A. Aggregate Base shall be Class II, per Section 26 of the State Standard Specifications.
- B. Recycled Aggregate Base will be allowed and must conform to the requirements of Section 26 of the State Specifications, and tested prior to arrival at the site to verify that it meets the requirements of Class II Aggregate base.

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

Item No. 16 - 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. 17 - 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 *avis 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 18 – 9" Concrete Mow Strip to Construct

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

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

- C. Subgrade shall conform to Section 19 of the Standard Specifications, with the following exception: relative compaction shall be 85%.
- D. Finish shall be broomed parallel to the mow strip edge with a medium broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.
- E. Expansion Joints and Score lines shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints shall be placed at 20' O.C., and score lines at 10' O.C.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 9" Concrete Mow Strip to Construct as shown on plans, as specified in these Special Provisions and as directed the Landscape Architect.

Item No. 19 – 12" Concrete Mow Strip to Construct

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

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

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

Item No. 20 – Header Board to Install

This item shall consist of furnishing and installing Header Board as shown on the plans and as specified in the Special Provisions.

- A. Header Board shall be 2" x 4" x 16' length manufactured by Trex Company, Inc. or approved equal. Trex is made from a unique combination of reclaimed wood and plastic. Color shall Cedar.

- B. Stakes shall also be made of boards manufactured by Trex Company, Inc. or approved equal. Color to match header board.

Local Supplier: Berco Redwood, 4560 Auburn Bl., Sacramento, CA 95841, Phone: (916) 483-2001

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

Item No. 21 - Concrete Field Numbers to Construct

This item shall consist of furnishing and constructing Concrete Field Numbers inset with polished pebble tiles 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. 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. Numbers Template – City shall provide one templates for each field number at full scale. Contractor shall take the template and make a template out of plywood or other material as necessary to use for installation of pebble tiles.
- D. Pebble Tiles shall be by Coverall Stone Inc. or approve equal. Pebble Tiles to be Polished Pebble Tile, **Color: Polished Red, model # PT-P-RD**, available in 12" x 12" sheet on an interlocking mesh backing. Available through Coverall Stone Inc. Phone 1-800-779-3234, or at www.coverallstone.com.
- E. Pebble Tile Installation Guidelines
1. Materials:
 - a. 3/8" notched trowel
 - b. Thin set mortar
 - c. Natural stone and grout sealer
 - d. Sanded grout
 - e. Damp Sponge
 - f. Rubber Float
 2. Preparation: Area of application should be flat, clean and free of contaminants.
 3. Installation:

- a. No two pieces of natural stone are exactly alike. All tiles must be inspected prior to installation to ensure that no blending is required. If you see a particular pebble on the tile that is not to your liking, simply remove it from the mesh backing and replace with a pebble from one of your extra tiles.
- b. Apply thin set mortar to desired area with notched trowel. (no more than 3 SF at one time)
- c. Place tiles on mortar in interlocking pattern. At this point you can help the interlocking pattern hide the seams. Simply remove any pebble on the edge of the tile that may be placed incorrectly and move into desired place. Lightly tap the tile down; be sure all pebbles are in contact with the thin set.
- d. Seal the tiles with the stone sealer.
- e. Allow sealer to dry completely.
- f. Apply a sanded grout on small sections at a time until entire area is covered. Thoroughly pack the grout into all of the gaps.
- g. Pull rubber float across the top of the pebble to remove the majority of the grout.
- h. Sponge off grout until desired look is reached.
- i. When grout completely dries (see grout instructions) seal the tile a final time. If dirty, clean tile before sealing.

4. Sealers and Cleaners

- a. Pebbles shall be sealed with a quality stone sealer before and after grouting. Stone sealer is available at your local home center/hardware store. Additional applications may be required in areas where there will be water.
- b. Whenever using sealants and cleaners, ensure you follow the manufacturer's recommended method of application.
- c. The pebbles can be cleaned with neutral mild detergents, a weak vinegar solution, or a 10% hydrochloric acid solution mixed with water. Apply with a stiff bristled brush and then rinse off thoroughly with water.
- d. The porosity or water absorption in pebbles (natural stone) varies, and therefore staining will occur in different degrees if the stone is unsealed. Consequently, any spills should be cleaned quickly to lessen the degree of the stain.

E. Water based Sealant shall be SCOFIELD® Selectseal-W™; L.M. SCOFIELD COMPANY or approved equal, water-based, clear aliphatic polyurethane specifically formulated for protecting chemically stained concrete hardscapes and floors. Apply to surfaces in accordance with the manufacturer's specifications.

- F. 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.
- G. 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.
- H. Fibermesh shall be 100% virgin homopolymer polypropylene multifilament fibers containing no reprocessed olefin materials, ASTM C1116, Type 4.1.3., specifically engineered and manufactured for use as a concrete reinforcement at the application rate of one lbs. per one cubic yard.
- I. 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.
- J. 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 made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Concrete Field Numbers to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 22 – Dug Out Shade Structures to Install

This item shall consist of furnishing and installing a metal shade structure (10' x 24') over the baseball dugout as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Shade Structure shall be per Plans, or approved equal, and installed per the manufacturer's instructions. Manufacturer, model number and colors as indicated on plans.
- B. Concrete Footings shall be Portland Cement Concrete Type II Class "D" as specified in Section 10 and installed in conformance with Section 20 of the Standard Specifications and the manufacturer's specifications.

- C. All beams shall be structural steel tube sized according to engineering. Color shall be as indicated on plans.
- D. Steel columns shall be structural steel tube sized according to engineering. Color shall be as indicated on plans.
- E. All bolts shall be supplied as specified by the manufacturer and hidden at all connections.
- F. Roof shall be 24 gauge pre-cut ribbed metal panels. Roof color shall be as indicated on plans.

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

Item No. 23 – Cast-In-Place Concrete Wall to Construct

This item shall consist of furnishing and installing Cast in Place Concrete Wall in the Central Plaza, Baseball Backstops and Dugout as shown on the plans in conformance with Sections 10, 20, and 21 of the Standard Specifications, and these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "C" or "D", conforming to Section 10-5 of the Standard Specifications.
- B. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius
- C. 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 Cast in Place Concrete Wall to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 24 - Concrete Stage Flatwork to Install

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. 25 - Ramp to Construct at Stage and Ballfield

This item shall consist of constructing Ramps 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-60 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 mow strip edge with a medium broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.
- E. Expansion & 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 lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the Ramp to Construct at Stage and Ballfield as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 26 – Stairs to Construct at Stage and Ballfield

This item shall consist of furnishing all materials and equipment necessary for constructing Concrete Stairs 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", conforming to Section 10-5 of the Standard Specifications.

- B. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius

- C. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.

- D. 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 Colored Concrete Stairs to Construct at Stage and Ballfield as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 27 - Hand and Safety Rails to Install at Stage and Ballfield

This item shall consist of furnishing and installing Hand Rails on stairs and Safety Rails on top of cast-in-place concrete walls as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Hand Rails and Safety Rails shall be per Plans, and shall be 1.5" O.D. - G.S.P., or cold formed steel pipe.

- B. Concrete Footings shall be Class D Portland cement type II concrete conforming to Sections 10, 31 of the Standard Specifications.

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

Item No. 28 – 6" Concrete Flatwork for Stage Dance Floor

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 for Stage Dance Floor as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 29 –Infield Mix to Place

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

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

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

Available from Cascade Rock, Sacramento, CA.

- D. Landscape Weed Fabric shall be DeWitt Weed Barrier Landscape Fabric, 3.5 ounce, 12 yr, Color Brown, UV treated, spunbonded fabric or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.
- E. Metal Anchor Pins shall be by Dewitt or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.
- F. Soil Sterilent Installation Shall be applied to the subgrade soil of areas to be paved prior to base rock operations; uniformly applied per manufacturer's recommendations; minimum rate of 2.5 to 3.0 lbs./1000 square feet and watered with a minimum of 3 gallons/100 square feet. Contractor shall take all precautions necessary to avoid spray onto or runoff into planting areas.
- G. Contractor shall roll and compact two (2) uniform lifts of the infield mix. The roller shall not exceed 4 tons.
- H. Grades The finish grades of the infield mix shall conform to the lines and grades on the drawings and allow for drainage. Edges shall be flush with adjacent concrete or pavement.
- I. Waste Removal All waste incurred as a result of infield mix construction shall be removed from the site and disposed of legally. All excess material shall be removed from planting area.

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

Item No. 30 – Unfired Clay Bricks for Baseball Infield

This item shall consist of furnishing and installing unfired clay bricks in the baseball infield around the Home plate batter's box, catcher's box and the pitcher's mound all for the three new ball fields as shown on the plans and in conformance with these Special Provisions.

- A. Unfired Clay Bricks shall Dimensions: 3"x6"x2" by Muddox or approved equal. Unfired Clay Bricks are used to construct the pitcher's mounds, and catcher's box. Clay Bricks are unfired compressed clay bricks, when placed and watered in, turn to firm clay mass to provide durability and reduce maintenance in the high stress areas.
- B. Installation - Unfired clay bricks are installed by excavating 3 inches deep in area to be installed, place unfired clay bricks in a uniform manor, add clay bricks to fill void spaces and bring to grade, tamp, and cover with infield mix. Approximate 98 bricks needed for each pitcher's mound, 48 needed for each pitcher's box, and 96 needed for each home plate batter's box. Total of 242 unfired clay bricks needed per baseball field.

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 Unfired Clay Bricks for Baseball Infield as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 31 – Stabilized Decomposed Granite Pavement to Place

This item shall consist of furnishing, staking and placing Cement Stabilized Decomposed Granite Paving on top of landscape weed fabric as shown on the plans and the detail thereon, in conformance with these Special Provisions.

- A. Decomposed Granite: Decomposed granite, hereafter referred to as "DG", shall be Gold Track Fines as available from Granite Construction Co., Felton Quarry, Felton, CA 95018, (831) 335-3445. Material shall also conform to the following:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8"	100%
No. 4	85% - 95%
No. 8	75% - 95%
No. 30	35% - 55%
No. 200	10% - 20%

The yellow-brown color, inherent to Gold Track Fines type DG is a requirement for this material. The Contractor shall obtain the approval of the Engineer in writing of the DG he proposes to use prior to delivery to the site.

- B. Cement: Portland cement shall be DTSS Type II Modified added to the DG at the ratio of 5% by weight of dry DG.
- C. Mixes: The quantity of water added to the mixture shall be adjusted to the absolute minimum required to permit uniform mixing. The materials shall be mixed in a drum-type mixer on the job or at a central mixing plant. The Contractor shall provide the Engineer sufficient notice of his intent to begin mixing so that the Engineer can provide inspection of the batching and mixing operation.
- D. Landscape Weed Fabric shall be DeWitt Weed Barrier Landscape Fabric, 3.5 ounce, 12 yr, Color Brown, UV treated, spunbonded fabric or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.
- E. Metal Anchor Pins shall be by Dewitt or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.
- F. Time Limits: Not more than 1-1/2 hours shall elapse between the time water is added to the decomposed granite and cement and the time of completion of raking.
- G. Placement: DG mixture shall be deposited in such a manner as to minimize the necessity for spotting, picking up, or otherwise shifting the mixture. The mixture shall be leveled by raking and compacted by use of light roller. The mixture shall not be screeded off or finished by floating. No steel tooling of edges shall be done.
- H. Finish: The finished surface of the paving shall be kept moist for five days. Broom with a steel-bristle broom within 24 hours after placement to remove cement mortar film on the exposed surface and to fill cracks. Broom the surface daily for four (4) additional days, filling cracks each time.
- I. Sample. Prior to placement of decomposed granite the Contractor shall submit to the Project Landscape Architect a representative sample of decomposed granite for use on this project for approval. No decomposed granite shall be placed prior to receiving the Project Landscape Architect's approval.

J. Weed Control shall conform to Section 35-6 of the Standard Specifications.

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

Item No. 32 – 4' Chain Link Fence to Install

This item shall consist of furnishing and installing 4'-0" Chain Link Fence as shown on the Plans in conformance with Sections 10-38 and 31, and Standard Drawing T-90 of the Standard Specifications and as amended by these Special Provisions.

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

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in 4' Chain Link Fence to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 33 – 6' Chain Link to Install

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

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

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

Item No. 34 – 8' Chain Link Fence to Install

This item shall consist of furnishing and installing 8' Chain Link Fence as shown on the Plans in conformance with Section 10-38, 31 and Standard Drawing T-90 of the Standard Specifications and as amended by these Special Provisions.

- A. Fabric shall be as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- B. Tie Wires and Tension Wires shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.

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

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

Item No. 35 – Baseboards to Install on 8' Fence and Backstop

This item shall consist of furnishing and installing Baseboards with short intermediate support posts on sections of the 8' Chain Link Fence indicated to have baseboards as shown on the Plans and as amended by these Special Provisions.

- A. Anchor Plates for mounting baseboards shall be welded to all posts as required. All welds shall be epoxy coated to prevent rust.
- B. Baseboards shall be made of Trex or approved equal, construction grade and meet sizes indicated on the plans. Color shall be Cedar.
- C. Hardware - Baseboards to be bolted to the anchor plates welded to the posts with three-eighths inch by two inch and one-half inch (3/8" x2-1/2") galvanized carriage bolts. Peen bolt ends after tightening. See plans for further details.
- D. Intermediate Support Post shall be installed midway between the existing fence posts. Posts to 2.375" O.D. - G.S.P., or cold formed steel pipe, as stated in Paragraph C, and shall weigh 3.65 or 3.117 lbs. per linear foot, respectively.
- E. Concrete Footings shall be Class D Portland cement concrete conforming to Sections 10 of the Standard Specifications.

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

Item No. 36 – 4' High x 10' Wide Chain Link Maintenance Gates to Install

This item shall consist of furnishing and installing 10' wide x 4' high Chain Link Gates as shown on the plans in conformance with Paragraph 10-38, Section 31 and Drawing C.E. 11 of the Standard Specifications and these Special Provisions.

- A. Fabric shall be as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- B. Tie Wires and Tension Wires shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.
- C. Cross Bar shall be per plans.
- D. 3/8" Truss Rod and Turnbuckle shall be galvanized and installed as shown on Drawing T-90 of the Standard Specifications.
- E. Post Tops, Stretcher Bars and other required fittings and hardware shall be hot-dip galvanized and shall be of malleable iron, cast iron, or pressed steel.
- F. Concrete Footings shall be Class D Portland cement concrete conforming to Sections 10 of the Standard Specifications.
- G. Gate Post shall be 4.5", Sch 40 pipe, per Section 10-38 of the Standard Specifications.
- H. Latch shall be per Master Halco or equal. Provide galvanized drop rod with center gate stop pipe or receiver to secure inactive leaf in the closed position. Provide galvanized pressed steel locking latch, requiring one padlock for locking both gate leaves, accessible from either side.
- I. Gate Frame shall be 2.375" Sch 40 as stated per Section 10-38 of the Standard Specifications.
- J. Hinges shall be per Master Halco or equal.
- K. Submittals - Contractor to submit shop drawings for fence and gates for review.

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 4' High x 10' Wide Chain Link Gates to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 37 – 6' High x 4' Wide Chain Link Dugout Gates to Install

This item shall consist of furnishing and installing 4' wide x 6' high Chain Link Gates in the baseball dugout area as shown on the plans in conformance with Paragraph 10-38, Section 31 and Drawing C.E. 11 of the Standard Specifications and these Special Provisions.

- A. Fabric shall be as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.
- B. Tie Wires and Tension Wires shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.
- C. Cross Bar shall be per plans.
- D. 3/8" Truss Rod and Turnbuckle shall be galvanized and installed as shown on Drawing T-90 of the Standard Specifications.
- E. Post Tops, Stretcher Bars and other required fittings and hardware shall be hot-dip galvanized and shall be of malleable iron, cast iron, or pressed steel.
- F. Concrete Footings shall be Class D Portland cement concrete conforming to Sections 10 of the Standard Specifications.
- G. Gate Post shall be 4.5", Sch 40 pipe, per Section 10-38 of the Standard Specifications.
- H. Latch shall be per Master Halco or equal. Provide galvanized drop rod with center gate stop pipe or receiver to secure inactive leaf in the closed position. Provide galvanized pressed steel locking latch, requiring one padlock for locking both gate leaves, accessible from either side.
- I. Gate Frame shall be 2.375" Sch 40 as stated per Section 10-38 of the Standard Specifications.
- J. Hinges shall be per Master Halco or equal.
- K. Submittals - Contractor to submit shop drawings for fence and gates for review.

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' High x 4' Wide Chain Link Dugout Gates to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 38 – Existing Baseball Overthrow Fence Replacement with 30' Chain Link Fence

This item shall consist of furnishing and installing 30' Chain Link Fence as shown on the Plans in conformance with Section 10-38, 31 of the Standard Specifications and as amended by these Special Provisions.

- A. Fabric shall be as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.

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

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in completing the Existing Baseball Overthrow Fence Replacement with 30' Chain Link Fence as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 39 – 30' High Chain Link Fence Backstop to Install

This item shall consist of furnishing and installing a 30' high chain link fence backstop as shown on the plans, as specified in these Special Provisions, in conformance with Section 10-38 and Section 31 of the Standard Specifications and as directed by the Landscape Architect.

- A. 30' Fence Backstop shall be per Plans, or approved equal, and installed per the manufacturer's instructions.
- B. Chain Link Fabric and Tire Wires shall be galvanized as indicated on the plans.
- C. Posts, Framework and Hardware to be galvanized as indicated on the plans.
- D. Concrete Footings shall be installed as specified by the manufacturer and shall be Class "A" or "B" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications.

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

involved in completing 30' High Chain Link Fence Backstop to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 40 – Poly-Cap Protective Guard to Install

This item shall consist of furnishing and installing Poly-Cap Protective Guard on top of the 4' Chain Link Fencing as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Poly-Cap Protective Guard shall be per Plans, or approved equal, and installed per the manufacturer's instructions. Color shall be as shown on the plans.

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

Item No. 41 – Foul Ball Poles to Install

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

- A. Foul Ball Poles shall be per Plans, or approved equal, and installed per the manufacturer's instructions.
- B. Concrete Footings shall be installed as specified by the manufacturer and shall be Class "A" or "B" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications.

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

Item No. 42 – 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 lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 8' Bench to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 43 - 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 lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Trash Receptacle to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 44 – Player's Bench to Install

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

- A. Player's 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 lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Player's Bench to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 45 – Scorer’s Table to Install

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

- A. Scorer’s Table 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 lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Scorer’s Table to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 46 – Baseball Bat Rack to Install

This item shall consist of furnishing and installing Baseball Bat Rack to Install as shown on the plans in conformance with these Special Provisions and the manufacturer’s specifications.

- A. Baseball Bat 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 lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Baseball Bat Rack to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 47– 5-Row Bleachers to Install

This item shall consist of furnishing and installing 5-row Bleachers as shown on the plans in conformance with these Special Provisions and the manufacturer’s specifications.

- A. 5-row Bleachers 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 lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Bleachers to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 48 – Existing 3-Row Bleachers to Relocate

This item shall consist of removing and relocating the existing 3-row Bleachers as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Existing 3-row Bleachers, are surface mounted and will be removed from the existing ball fields and relocated to the two new ball fields as shown on the Plans, 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 lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Existing 3-Row Bleachers to Relocate as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 49 – Storage Containers to Install

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

- A. Storage Container: 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 lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Storage Container to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 50 – Baseball Bases to Install

This item shall consist of furnishing and installing Pitcher's Plate, Home Plate and Bases as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Pitcher's Plate, Home Plate, and Bases: shall be per Plans, or approved equal, and installed per the manufacturer's instructions.

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

Item No. 51 – Various Signage to Install

This item shall consist of providing materials and installing various park rules and baseball field signage on chain link fencing, light or a new post as shown on the Plans in conformance with these Special Provisions and the City Standard Specifications and Standard Drawing No. T-270.

- A. Sign shall provided by the City, for installation by the Contractor. The top of the steel park sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-270, Standard Sign Center mount.
- B. Mounting Signage on Fencing – Various baseball signage shall be mounted on the chain link out field fencing posts, or backstop in the locations shown on the plans.
- C. Sign clamps shall be two steel Single 2" ID U-Bracket Clamps.
- D. Stainless Steel Nuts & Bolts shall be vandal resistant bolts with the nuts tack welded on to reduce theft.

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

Item No. 52 - Electrical System to Install

This item shall consist of furnishing, installing and testing the electrical system improvements, shade structure lighting, electrical pedestals with receptacles and a new SMUD transformer on a concrete pad 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. 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.
- C. 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.
- D. 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.

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. 53 - 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. Master Valve shall be normally closed with 24 V solenoid and a bypass master valve normally open. Master Valve's sizes and type as shown on the plans and per Standard

Drawing No. "L-20" of Section 38 of the Standard Specifications. Install per details and manufacturer's specifications. Pull four additional wires in different colors from controller to master valve.

- D. Flow Sensor and Output Transmitter: Install the flow sensor as per the details and manufacturer's specifications. Pulse output transmitter shall be installed per the manufacturer's specifications.
- E. Valve Boxes shall be installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.
- F. Electrical shall conform to Section 34 of the Standard Specifications.
- G. 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

- H. Quick Coupling Valves shall be by Rain Bird, model 44LRC 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.
- I. 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.
- J. 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.
- K. 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.

- L. PVC Primers and Solvent welded - PVC pipes will require the following primer and solvent glue applications. Primer shall consist of Weld-On P-70 Industrial Grade Primer and the PVC Solvent Cement shall be Weld-On 711 Heavy Bodied Cement, or approved equal. The primer and solvent cement shall be installed per manufactures specifications.
- M. Sprinklers shall be installed at the locations shown on the plans, in conformance with Standard Drawing No. L-50 of Section 38 of the Standard Specifications. Sprinklers shall be the type and model as shown on the plans.
- N. Ball Valve Assembly shall be installed at the locations shown on the Plans. Ball Valve Assembly shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be the type and model as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.
- O. Electronic Marker System shall 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.
- P. Irrigation Sleeves – Shall conform to the Standard Specifications 36-8. The minimum diameter of the sleeve shall be at least two times the diameter of the conduit going through the sleeve. The sleeve shall extend a minimum of 1' beyond the edge of the paving.
- Q. 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. 54 - 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. 55 - 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. 56 - 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. 57 - 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. 58 - 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 three-inch (3") 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. 59 - 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 as indicated on the plans.

- 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. 60 - Plant Establishment (90 days)

This item shall consist of maintaining the landscape planted areas installed in this contract as shown on the plans in conformance with Sections 35-15 through 35-18 of the Standard Specifications and as amended by these Special Provisions.

- A. Start of Maintenance Period shall conform to Section 35-15 of the Standard Specifications. As amended by the following: The start of the Maintenance period will not start until SUBSTANTIAL COMPLETION (refer to sections 1-45 and 8-4 of the 2007 City Standard Specifications) of the entire project has been determined by the City landscape architect.
- B. Watering shall conform to Section 35-13 of the Standard Specifications and these Special Provisions.
- C. Plant Replacement shall conform to Sections 35-14 of the Standard Specifications.
- D. Plant Establishment period or Landscape Maintenance Period shall conform to Section 35-16 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be Ninety (90) calendar days and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance shall continue until final acceptance of the work.
- E. Lawn Maintenance shall conform to Section 35-16 of the Standard Specifications. When the lawn reaches three inches (3") in height, the Contractor shall mow it to a height of one and one-half inches (1-1/2"). The lawn shall be mowed thereafter on a weekly basis to a height of one and one-half inches (1-1/2"). Lawn growing around trees, light poles, fences, and other obstacles shall be maintained at a height equal to that of the adjacent lawn areas, or may be chemically controlled with the approval of the Landscape Architect. Catching of lawn clippings shall not be required. Following a minimum of 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 restacked as necessary. Maintain watering basins and shrub and groundcover areas free of weeds.

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

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Plant Establishment (90 days) as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 61 – Non-Irrigated Native Grass and Wildflower Hydroseeding

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

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Non-Irrigated Native Grass and Wildflower Hydroseeding as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

Item No. 62 – Great Meadow Tree Irrigation and Planting

This item shall consist of improvements tree planting and irrigation system within the 5-acre Great Meadow area shown on the plans in conformance with the Standard Specifications and these Special Provisions.

- A. Irrigation System and Tree Bubblers shall comply with Bid Item for Automatic Irrigation System of these Special Provisions.
- B. Tree Planting shall comply with the Bid Item for Trees to Plant (15 Gal.) of these Special Provisions.

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 Great Meadow Tree Irrigation and Planting as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

ADDITIVE ALTERNATE BID ITEMS:

Item No. A1 – Stage Shade Structure to Install

This item shall consist of furnishing and installing a metal shade structure over the new stage as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Shade Structure shall be per Plans, or approved equal, and installed per the manufacturer's instructions. Manufacturer, model number and colors as indicated on plans.
- B. Concrete Footings shall be Portland Cement Concrete Type II Class "D" as specified in Section 10 and installed in conformance with Section 20 of the Standard Specifications and the manufacturer's specifications.
- C. All beams shall be structural steel tube sized according to engineering. Color shall be as indicated on plans.
- E. Steel columns shall be structural steel tube sized according to engineering. Color shall be as indicated on plans.
- F. All bolts shall be supplied as specified by the manufacturer and hidden at all connections.
- G. Roof shall be 24 gauge pre-cut ribbed metal panels. Roof color shall be as indicated on plans.

SHELTER SYSTEM AND MATERIALS

- A. MANUFACTURERS:
 - 1. Acceptable Manufacturer: Poligon, a Product of PorterCorp, 4240 N 136th Ave., Holland, MI 49424; 616.399.1963; E-mail: info@poligon.com; www.poligon.com. Receive pricing from All About Play at 916-923-2180
 - 2. The product shall be designed, produced, and finished at a facility operated and directly supervised by the supplier who has a minimum of (10) years in the business of making pre-manufactured shelters.
- B. PRODUCT REQUIREMENTS AND MATERIALS:
 - 1. GENERAL: The pre-engineered package shall be pre-cut unless otherwise noted and pre-fabricated which will include all parts necessary to field construct the shelter. The shelter shall be shipped knocked down to minimize shipping expenses. Field labor will be kept to a minimum by pre-manufactured parts. Onsite welding is not necessary.
 - 2. REINFORCED CONCRETE:
 - a. Concrete shall have minimum 28-day compressive strength of 3,000 psi and slump of 4" (+/- 1"), unless otherwise noted on the drawings.
 - b. Reinforcing shall be ASTM A615, grade 60.
 - 3. STEEL COLUMNS:

- a. Hollow structural steel tube minimum ASTM A500 grade B with a minimum wall thickness of 3/16".
 - b. Unless columns are direct buried, columns shall be anchored directly to concrete foundation with a minimum of four anchor rods to meet OSHA requirement 1926.755(a)(1).
 - c. **CUSTOM STEEL COLUMNS:**
Custom columns will replace the standard columns. Columns will be Poligon column model: K1012 12" Round style.
4. **STRUCTURAL FRAMING:**
Hollow Structural Steel tube minimum ASTM500 grade B. "I" beams, tapered columns, or open channels shall not be accepted for primary beams. Frame will have a **STANDARD POLI-5000** finish. Color chosen from manufacturer's standard color chart.
5. **COMPRESSION MEMBERS:**
Compression rings of structural channel or welded plate minimum ASTM A36 or compression tubes or structural steel tube minimum ASTM A500 grade B shall only be used.
6. **CONNECTION REQUIREMENTS:**
- a. Anchor bolts shall be ASTM F1554 (Grade 36) unless otherwise noted.
 - b. Structural fasteners shall be zinc plated ASTM A325 high strength bolts and A563 high strength nuts.
 - c. Structural fasteners shall be hidden within framing members wherever possible.
 - d. No field welding shall be required to construct the shelter.
 - e. All welds shall be free of burrs and inconsistencies.
 - f. Exposed fasteners shall be powder coated by manufacturer prior to shipment to match frame or roof colors as applicable.
 - g. Manufacturer shall provide extra structural and roofing fasteners.
7. **ROOFING MATERIALS:**
- a. **PRIMARY ROOF DECK: MEGA RIB METAL ROOFING (MG):**
 - 1) Roofing shall be 24 gauge ribbed galvalume steel sheets, with ribs 1 1/2" high and 7.2" on center.
 - 2) Roof surface shall be painted with Kynar 500 to the manufacturer's standard color. Ceiling surface shall be a "wash coat" primer.
 - 3) Roof panels shall be factory precut to size and angled to provide ease of one-step installation.
 - 4) Metal roofing trim made from 26 gauge Kynar 500 painted steel and all trim fasteners shall match the color of the roof, shall be provided by the Contractor and cut, fitted, and installed on site.
 - 5) Trim shall include panel ridge caps, hip caps, eave trim, splice channels, rake trim, roof peak cap, and corner trim as applicable for model selected. Trim may need to be cut to length and notched.
 - 6) Manufacturer shall supply painted screws and butyl tape to attach roof.
8. **FINISHES:**
- a. **STANDARD POLI-5000 FINISH:**

- 1) Steel shall be cleaned, pretreated, and finished at a facility owned and directly supervised by the manufacturer.
- 2) Steel shall be shot blasted to SSPC-SP10 near-white blast cleaning. SSPC-SP2 hand tool cleaning will not be an acceptable alternative.
- 3) Parts shall be pretreated in a (3) stage iron phosphate or equal washer.
- 4) Epoxy primer powder coat shall be applied to parts for superior corrosion protection.
- 5) Top coat of Super Durable TGIC powder coat shall be applied over the epoxy primer.
- 6) Finish shall not have any VOC emissions.
- 7) Sample production parts shall have been tested and meet the following criteria:
 - a) Salt spray resistance per ASTM B 117/ ASTM D 1654 to 10,000 hours with no creep from scribe line and rating of 10.
 - b) Humidity resistance per ASTM D2247-02 to 5,000 hours with no loss of adhesion or blistering.
 - c) Color/UV resistance per ASTM G154-04 to 2,000 hours exposure, alternate cycles with results of no chalking, 75% color retention, color variation maximum 3.0 E variation CIE formula (before and after 2,000 hours exposure).
- 8) The manufacturer shall be PCI 4000 S Certified
- 9) Exposed fasteners for frame and ornamentation shall be powder coated to match structure.

INSTALLERS STORAGE AND HANDLING

- A. Protect building products after arrival at destination from weather, sunlight, and damage.
- B. Installer shall store product elevated to allow air circulation and to not introduce mold, fungi decay or insects to the product.
- C. Product must be handled with protective straps or padded forks if lifting with mechanical equipment. Use of chain or cable to lift product into place will not be accepted and may void manufacturer's warranty.

ERECTION

- A. **INSTALLATION:**
The shelter shall be erected by a Certified Installer who has a demonstrated ability to construct the shelter in the manner recommended by the shelter manufacturer.
- B. **GENERAL CONTRACTOR:**
Interface with other work is to be coordinated by the customer or the customer's agent. Certain designs have electrical or other plumbing requirements that are not supplied by Poligon.

- C. **TOLERANCES:**
Tolerances on steel structural members are set according to AISC construction practices, abided in the factory, and cannot be increased. No field slotting or opening of holes will be allowed. It is therefore essential that contractors conform to the tolerances specified on the installation drawings for anchor bolt or column layout details.
- D. **OSHA COMPLIANCE:**
OSHA Compliance to Steel Erection Standard 29CRF 1926 Subpart R-Steel Erection.

REPAIR

- A. Do not attempt any field changes without first contacting Poligon.

FIELD OR SITE QUALITY CONTROL

- A. Field or Site Tests and Inspections are not required by Poligon but may be required by the customer or by the local building inspector

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

Item No. A2 – Picnic Areas to Install in the Great Meadow

This item shall consist of installing furnishing and installing two group picnic areas within the Great Meadow complete with grading, aggregate base, concrete walkways, concrete pads, regular and accessible picnic tables and trash receptacle as shown on the plans in conformance with the Standard Specifications and these Special Provisions.

- A. Grading shall comply with the Bid Item for Site Grading of these Special Provisions.
- B. Aggregate Base shall comply with Bid Item for Aggregate Base to place of these Special Provisions.
- C. 6" Concrete Flatwork shall comply with the Bid Item for 6" Concrete Flatwork to Construct of these Special Provisions.
- D. 8' Accessible Picnic Tables shall be per Plans, or approved equal, and installed per the manufacturer's instructions.
- E. 8' Regular Picnic Tables shall be per Plans, or approved equal, and installed per the manufacturer's instructions.
- F. Trash Receptacle at picnic areas shall be per Plans, or approved equal, and installed per the manufacturer's instructions.
- G. Anchor Bolts shall be installed as specified by the manufacturer and shall be provided by the Contractor.

H. **ALL Bolts** shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.

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 Picnic Areas to Install in the Great Meadow as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.