

Meeting Date: 7/14/2015

Report Type: Consent

Report ID: 2015-00573

Title: Contract: Westhampton Park Playground and Landscape Renovation (L19174100)

Location: District 1

Recommendation: Pass a Motion: 1) approving the construction plans and specifications for: Westhampton Park Playground and Landscape Renovation project (L19174100); 2) awarding the contract to Olympic Land Construction for an amount not to exceed \$124,250; and 3) authorizing the City Manager or City Manager's designee to execute the contract with Olympic Land Construction for an amount not to exceed \$124,250.

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

Presenter: None

Department: Parks & Recreation Department

Division: Park Development Services

Dept ID: 19001121

Attachments:

1-Description/Analysis

2-Background

3-Location Map

4-Westhampton Park Master Plan

5-Westhampton Contract

City Attorney Review

Approved as to Form

Sheryl Patterson

6/30/2015 10:28:54 AM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 6/4/2015 5:36:06 PM

Description/Analysis

Issue Detail: Staff is seeking approval to award a contract to Olympic Land Construction for playground and landscape renovation for Westhampton Park, located in District 1. The contract amount is not-to-exceed \$124,250. The renovations will consist of demolishing the existing playground structure, two spinners and one large climbing boulder, removing and replacing the existing playground wood fiber, removing existing no-mow fescue and dead and dying shrubs and replacing them with low water use groundcover and shrubs, and additional shade trees.

The formal bid process for this project has been completed and Olympic Land Construction has been selected as the lowest responsible and responsive bidder.

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

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

Sacramento City Code Chapter 3.60 identifies the general guidelines for completing contracts for public projects and procedures for bidding and issuing contracts 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 \$124,250, is expected to create 0.8 total jobs (0.50 direct jobs and 0.30 additional jobs through indirect and induced activities). Furthermore, it will create \$76,716 in total economic output (\$48,355 of direct output and another \$28,361 of output through indirect and induced activities).

Environmental Considerations: The Environmental Services Manager has reviewed the project for compliance with the requirements of the California Environmental Quality Act (CEQA) and determined that it is exempt from the provisions of the CEQA pursuant to Sections 15301, 15303, and 15304 of the CEQA Guidelines. Section 15301 exempts the repair of existing facilities; Section 15303 exempts the construction of limited numbers of new, small structures; and Section 15304 exempts the minor public alterations in the condition of vegetation.

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

Commission/Committee Action: Not Applicable

Rationale for Recommendation: The formal bidding process for the Westhampton Park playground and landscape renovation project was posted in accordance with City Code 3.60 and Administrative Policy AP-4002. The bids were opened on May 13, 2015. Staff received 3 bids and the results are listed below:

<u>CONTRACTOR</u>	<u>Base Bid</u>	<u>Total Bid</u>	<u>LBE %</u>
OLYMPIC LAND CONSTRUCTION	\$124,250	\$124,250	100.0
*AMERICAN CONSTRUCTION ENGINEERS	\$140,606	\$140,606	2.3
SAENZ LANDSCAPE CONSTRUCTION	\$165,960	\$165,960	55.8

*American Construction Engineers is deemed Non-responsive for not meeting the 5% minimum LBE requirement. 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 \$135,790.

Pursuant to City Code Section 3.60.020 and 3.60.360 E, it was determined that Olympic Land Construction had the lowest, responsible base bid and is a responsible bidder.

Financial Considerations: There are sufficient park development funds (Fund 3204) in the Westhampton Park Playground and Landscape Renovation project (L19174100) to award the contract.

Local Business Enterprise (LBE): At an LBE percentage of 100%, Olympic Land Construction exceeded the 5% LBE participation requirement.

Background:

Westhampton Park is a 4.3 acre neighborhood park located at 5401 Westhampton Drive in the North Natomas area of Sacramento in Council District 1. The Westhampton Park Master Plan was reviewed and supported by the Citizen's Advisory Committee for Parks and Recreation on January 13, 2005, and approved by City Council on February 22, 2005 in Resolution 2005-090.

On March 1, 2005, the City Council approved a Reimbursement/Credit Agreement related to design and construction of Westhampton Park by KB Homes, (Resolution 2005-117) for the development of the 3.4-acre neighborhood park an includes an adventure play area play equipment, rock climbing boulders and swings, a shade structure with picnic tables and a group grill, a multi-purpose turf/bantam, a half basketball court, fitness stations, park lighting, individual picnic areas, walkways, drinking fountain, public artwork turf, low grass, groundcover area, native and ornamental tree groves.

The last work done at the park was the addition of a shade canopy over the existing playground structure in spring 2013.

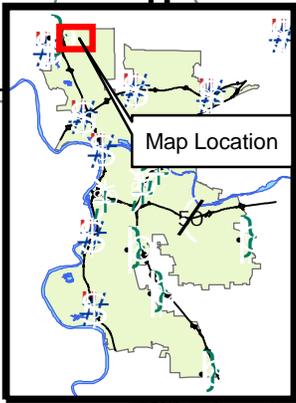
Some of the playground equipment needs replacement for safety reasons. The renovation also includes additional play equipment to improve the play experience at the park.

Renovation of the Westhampton Park playground and landscaping is expected to be completed in fall 2015.



City of Sacramento Department of Parks and Recreation

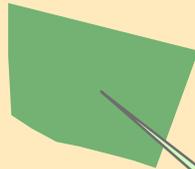
Westhampton Park



HWY 99 NB

ELKHORN BLVD

LA GAMA CT
ALLAIRE CIR
PARQUE WAY
MAS AMILOS WAY
LA CADENA WAY
LA CASA WAY
LOS PUEBLOS WAY
TRES PIEZAS WAY
LA VENTA WAY
LOLET WAY
E COMMERCE WAY
GREG THATCH CIR
AYALA WAY
TAJO CT



Westhampton Park

PERAZUL CIR
WHEATSHEAF LN
DUNSWOOD PL
PESCADERO LN
SAN MARIN LN
HERITAGE PARK LN
ROCKAWAY LN
WALSHFORD PL
ROSE ARBOR DR
WHARFDALE PL
INGLETON LN
ASPEN VALLEY LN
PALMERA LN
TESORO LN
KALAMER WAY
LAWLER ST
DALHART WAY
ALPENA ST
MABRY DR
MAYBROOK DR
JAVA CT
MANDEL ST
NORTHBOROUGH DR
BRAMPTON WAY
SWADLY WAY
DUNLAY DR
BARNHART CIR
BELFONT CIR
BURBERRY WAY
BAY LESS WAY
BIRK WAY
ACERO CT
SERENATA WAY
EASTBROOK WAY
CLUB CENTER DR

City Limits

0 250 500 1,000 Feet



O:\GIS_Projects\Parks\Projects\PPDD\park_counrep012705.mxd
January 27, 2005 jbb

Park Elements Legend

- (A) Multi-purpose field / bantam soccer 120' x 180'
- (B) Basketball court (one half-court)
- (C) Multi-age swing set
- (D) Climbing boulders
- (E) Adventure play area
- (F) 8' Concrete walkway (service vehicle accessible)
- (G) Existing sidewalk
- (H) Picnic table (3 total)
- (I) Park sign
- (J) Proposed trees, typical
- (K) Bench seating, typical
- (L) Drinking fountain (1 total)
- (M) Group picnic shelter with picnic tables (5 total)
- (N) Bike rack
- (O) Park lighting (7 poles total)
- (P) Trash receptacles, typical (3 total)
- (Q) BBQ grill, typical (3 total)
- (R) Seatwall
- (S) Group BBQ grill
- (T) Curb cut for maintenance access
- (U) ADA accessible ramp, typical
- (V) Decomposed granite paving
- (W) Par-course station, typical
- (X) No-mow ornamental grass & groundcover, typical
- (Y) Community monument (lighthouse), typical



Westhampton Park Preliminary Plan KB Home Sacramento, CA



The HLA Group Landscape Architects & Planners, Inc.
1990 Third Street, Suite 500 / Sacramento, California 95814
916.447.7400 / 916.447.8270 fax / www.hlagroup.com

November 11, 2004



L1



B15190021019

REVISED BY ADDENDUM #1 ON APRIL 24, 2015

**CONTRACT SPECIFICATIONS
FOR
WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATION
L19174100**

Plans Attached

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

Bids to be received before
2:00 PM, Wednesday,
MAY 13, 2015
New City Hall
Clerk's Public Counter
915 I Street, **5th Floor**
Sacramento, CA 95814

Estimated Construction Cost: \$135,790.00

Construction Time: TWENTY (20) WORKING DAYS and NINETY (90) CALENDAR DAYS
PLANT ESTABLISHMENT

LBE INFORMATION

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: <http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm>

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Pay Request Application	1 only
Schedule of Values	1 only
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**City of Sacramento
Formal Bid / Proposal Delivery Options**

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

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

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS) - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk’s Office <i>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 **MAY 20 2015** and will be opened as soon thereafter as business allows, in the Council Chambers, City Hall for:

WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATION (L19174100)

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:

WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATION (L19174100)

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

PLANET BIDS

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

The contractor and all 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 and available to any interested party on request. 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 construction project of \$25,000 or less, or an alteration, demolition, repair, and 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.** The contractor and every lower-tier subcontractor shall submit 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.

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of

the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices. Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this invitation to bid shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be filed 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. 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, (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, 5th Floor, Sacramento, CA 95814.

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.

**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\westhampton park\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**

OLYMPIC LAND CONSTRUCTION

Name of Contractor

2442 NORTH AVENUE, SACRAMENTO, CA 95838

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

6-10-15

Date

PANTELIS KALLERGIS

Print Name

OWNER

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.

B15190021019

BID PROPOSAL FORMS

PLEASE REMOVE AND

COMPLETE

THE FOLLOWING DOCUMENTS

AND

SUBMIT AS

THE BID PROPOSAL

PACKAGE

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATION
(L19174100)**

B15190021019

ADDENDUM #3

April 28, 2015

To all Potential Bidders:

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

- (a) By acknowledging receipt, in the proposal response submitted; or
- (b) By separate letter which includes a reference to the Invitation for Bid and addendum number.

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

For any questions related to this Addendum, contact me at thopper@cityofsacramento.org or at 916.808.8173 for contractual questions. For technical questions contact the project manager, DENNIS DAY, at dday@cityofsacramento.org or at 916.808.7633.

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATIONS
(PN: L1974100)**

Addendum #3 includes:

1. **Specification - Correction:**

In the Specifications, for **Item No. 6 – Playground Wood Fiber to Place**, replace the entire bid item specification with the following revised specification:

Item No. 6 – Playground Wood Fiber to Place

This item shall consist of furnishing and installing Wood Fiber to a compacted twelve inches (12”) minimum finished depth **at time of final acceptance by the City** and Geo-textile Fabric in the play area as shown on the plans in conformance with these Special Provisions and the manufacturer’s specifications.

- A. Wood Fiber shall be Sun-Up Playground Fiber, or approved equal. Wood fiber shall be 100% virgin wood fiber comprised of new Incense Cedar. Wood fiber shall have blunt ends, and shall be void of mixed woods, recycled wood, nails, staples, bark, leaves, dirt, twigs or splinters. Wood Fiber shall be non-toxic with no chemicals or additives, and shall be wheelchair accessible. Wood fiber fall material shall meet CPSC & ASTM Standards for Public Playgrounds.
- B. Product Certifications - The Wood Fiber system shall be certified as meeting the U.S. Consumer Product Safety Commission’s technical guidelines for playground surfacing as follows: When tested in accordance with suggested test method in Paragraph 1, 2, and 3, a surface should not impact a peak acceleration in excess of 200 g’s to an instrumented ANSI head form dropped on a surface from the maximum estimated fall height. Copies of the testing procedures of the Wood Fiber system and results performed by an independent testing source, which demonstrates compliance with the C.P.S.C. guidelines, shall be provided. The Contractor shall provide the City with a Certificate of Insurance for product liability with the limit of liability of not less than \$2,000,000 for the wood fiber supplied. The Wood Fiber system shall have a minimum warranty of one (1) year from date of installation against decay and biochemical degradation calling for replacement of defective materials during the guarantee period. Wood Fiber shall not be installed until after play equipment is installed.
- C. Subgrade for play area shall be slope to drain to the play area catch basin at a 1% minimum slope.
- D. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- E. Geo-textile Fabric shall be placed on top of the prepared sub-grade as shown on the plans, so as not to allow any contact between the Wood Fiber and the sub-grade. Geo-textile Fabric shall be polyester. Fabric shall have a minimum thickness of 3/16”. Fabric shall be non-woven, and shall be permeable and not act as a wicking agent.

- F. Staples or Fasteners – Geo-textile fabric shall be held in place by the use of staples or fasteners along all corners and seams at approximately 10' O.C. or closer as required to hold Geo-textile fabric in place.
- G. Installation of wood fiber shall be within forty-eight (48) hours after play equipment is installed. Wood Fiber shall be placed on top of the Geo-textile Fabric as shown on the plans. The Wood Fiber shall be uniform, level and compacted. Contractor shall thoroughly sprinkle wood fiber after installation and rolled with a partially filled lawn roller in all directions for compaction. The Wood Fiber shall be compacted to a 12" finished depth at the edges of play area at the time of final acceptance by the City. The depth of wood fiber in the center of the play area will be greater.

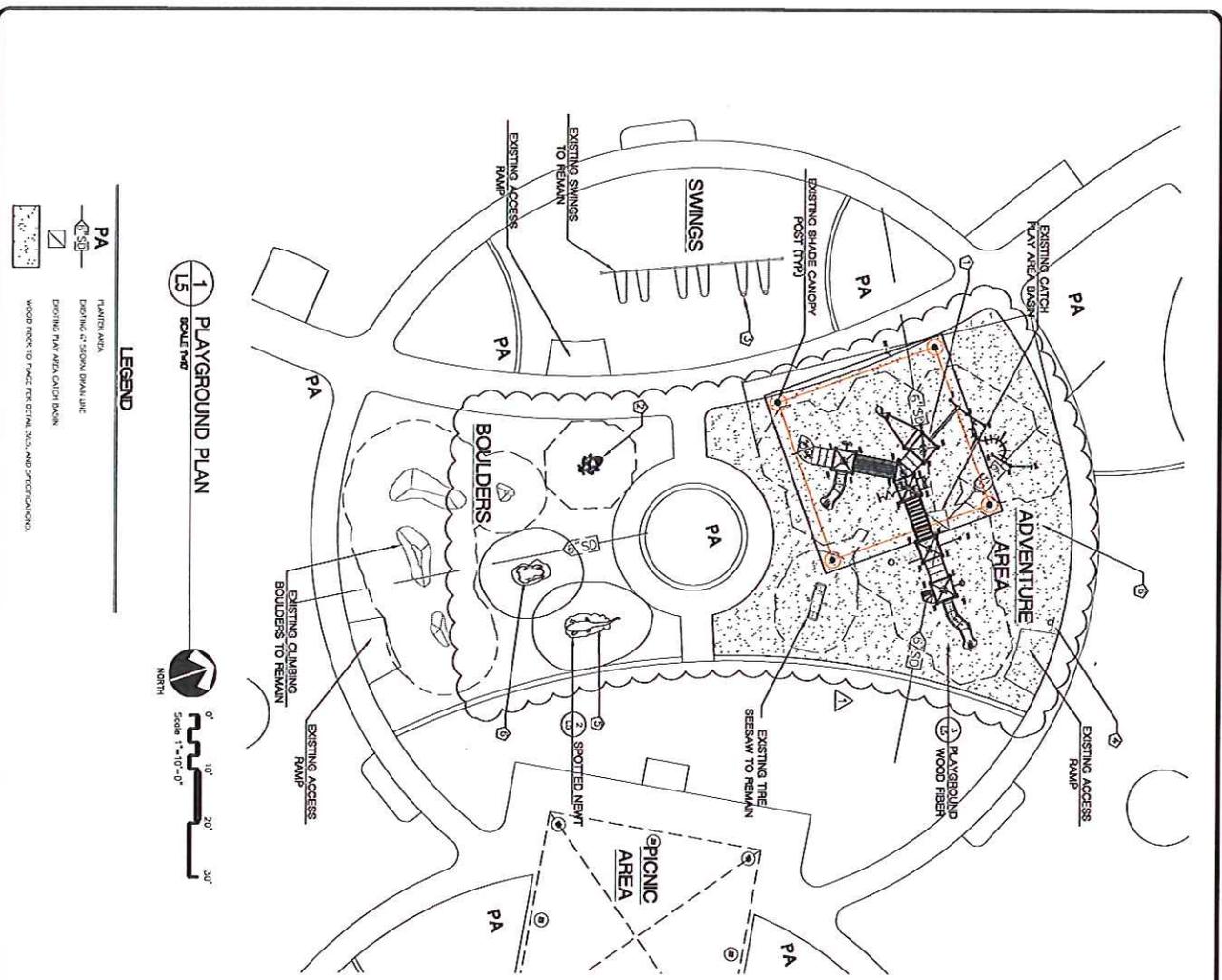
Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Play Area Wood Fiber to Place as shown on the plans, as specified in these Special Provisions and as directed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

2. **Plan - Correction:**

On sheet L5, PLAYGROUND LAYOUT PLAN, replace the entire plan sheet with the revised Playground Layout Plan, dated 4/27/15, attached.

THE ORIGINAL BID DUE DATE OF May 13, 2015, REMAINS THE SAME.

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



- PLAY EQUIPMENT NOTES**
1. SPOTTED NEWTS: 20 NEWTS TO BE INSTALLED AT 1' x 6" TO 6" x 12" PLAYSAND AND PLAY AREA CATCH BASINS. AS SHOWN ON THE PLAN AND WHERE THE PLAYSAND AND PLAY AREA CATCH BASINS ARE SHOWN ON THE PLAN WITHIN THE PLAYSAND, CONSTRUCTION TO NOT PROCEED TO OBTAINING THESE EXACT LOCATIONS, PROCEED TO LOCATE OR RELOCATE EQUIPMENT TO AVOID CONFLICTS AND POTENTIAL DAMAGE TO DRINK LINES.
 2. CONSTRUCTION SHALL MAINTAIN AROUND EQUIPMENT AND INSTALLATION BY A CERTIFIED PLAY INSTALLATION CONTRACTOR. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR THE EQUIPMENT INSTALLATION CERTIFICATION.
 3. ALL DIMENSIONS ARE TO EDGE OF CONCRETE FRAMEWORK, FACE OF CURB OR WALKWAY FACE OF POST.
 4. ALL SURFACES ARE FINISHED FROM TOP OF STRUCTURE SURFACE FINISHED GRADE, AND ARE DEFINED BY THE DATA SHOWING THE BENCH HEIGHT. (I.E. 48" STRUCTURES AND 48" BENCH HEIGHT).
 5. THE FINISH GRADE IN THE PLAY EQUIPMENT LOTS ARE ONE A MINUTE LOT OF FINISH GRADE NECESSARY TO CONFORM TO THE PLAY EQUIPMENT. THE PLAY EQUIPMENT SHALL SURVEY ALL PARTS, FITTINGS, COMPONENTS, LAYOUT, & WALKWAY RECONSTRUCTION.
 6. PLAY EQUIPMENT AND EQUIPMENT INSTALLATION SHALL BE INSPECTED BY A CERTIFIED PLAYSAND CONTRACTOR AND THE REPORT SUBMITTED TO THE LANDSCAPE ARCHITECT. PLAY EQUIPMENT SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT. THE REPORT SHALL BE SUBMITTED FROM TO FINISH LAYOUT AND AT FINAL CONSTRUCTION.
 7. PLAYSAND WOOD FIBER SHALL BE IN PLACE WITHIN 48 HOURS AFTER COMPLETION OF PLAYSAND EQUIPMENT INSTALLATION. TOP OF WOOD FIBER TO BE EXPOSED AND COMPLETED.

PLAY EQUIPMENT LIST

DATE FOR NUMBER OF UNITS, DIMENSIONS, PROPORTIONS, AND THE CODE.

ITEM	DESCRIPTION
1	PLAY STRUCTURE BY UTILITY TRUCKS PLAYSAND AND EQUIPMENT CO.
2	1 INCLUDE THE BOUNCING BEAR, SPRING RIDER BY UTILITY TRUCKS.
3	1 INCLUDE SWING SEAT WITH GALVANIZED CHAIN, BY UTILITY TRUCKS.
4	1 PLAYSAND MULE SEAT (2 1/2" X 10" X 10"), MESHWORK MOUNTED, PROVIDED BY GFI.
5	1 SPOTTED NEWT - PROVIDE CONCRETE SCULPTURE WITH INTEGRAL FOOTING, BY THE MANUFACTURER.
6	1 FIBER, PROVIDE CONCRETE SCULPTURE WITH INTEGRAL FOOTING, BY THE MANUFACTURER.

PLAY EQUIPMENT CODES	COLORS
POSTS: ROYAL GREEN	SHADE: TROPICAL YELLOW
WOOD: LIGHT GREEN	DECK: GREEN
CLIMBER: LIGHT AND YELLOW	RAMPS: LIGHT
DRINK: BROWN	DRINK: BROWN
DRINK: BROWN	DRINK: BROWN

811
Know what's below.
Call before you dig.

WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATIONS PLAYGROUND LAYOUT PLAN

LANDSCAPE ARCHITECT: [Logo]
DATE: 08/20/2018
SCALE: AS SHOWN
SHEET NO. 7
PROJECT NO. 18-0001

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

CITY OF SACRAMENTO
Parks and Recreation

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATION
(L19174100)**

B15190021019

ADDENDUM #2

April 24, 2015

To all Potential Bidders:

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

- (a) By acknowledging receipt, in the proposal response submitted; or
- (b) By separate letter which includes a reference to the Invitation for Bid and addendum number.

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

For any questions related to this Addendum, contact me at thopper@cityofsacramento.org or at 916.808.8173 for contractual questions. For technical questions contact the project manager, DENNIS DAY, at dday@cityofsacramento.org or at 916.808.7633.

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist

Bid Number: B15190021019

ADDENDUM 2 DATE: APRIL 24, 2015

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATION
(L19174100)**

Item #1- REVISED BID PROPOSAL GUARANTEE FORM

The bid proposal guarantee form has been revised to show bid due date change in paragraph 2 (attached).

Item #2- LAST DAY FOR QUESTIONS IS MAY 7, 2015 BY 4:00 PM.

THE ORIGINAL BID DUE DATE OF MAY 20, 2015 IS CHANGED TO MAY 13, 2015.

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

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

as Principal, and _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at **915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814** up to the hour of 2:00 p.m. on **MAY 13, 2015** for the Work specifically described as follows:

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE
RENOVATION (L19174100)**

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

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

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

(Contractor) (Seal)
By _____
Title _____

(Surety)(Seal)
By _____
Title _____
Agent Name and Address _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Phone # _____
Surety Phone # _____
California License # _____

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATION
(L19174100)**

B15190021019

ADDENDUM #1

April 24, 2015

To all Potential Bidders:

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

- (a) By acknowledging receipt, in the proposal response submitted; or
- (b) By separate letter which includes a reference to the Invitation for Bid and addendum number.

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

For any questions related to this Addendum, contact me at thopper@cityofsacramento.org or at 916.808.8173 for contractual questions. For technical questions contact the project manager, DENNIS DAY, at dday@cityofsacramento.org or at 916.808.7633.

Very truly yours,



Tim Hopper
Contracts & Compliance Specialist

Bid Number: B15190021019

ADDENDUM 1 DATE: APRIL 24, 2015

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATION
(L19174100)**

Item #1 – BID DUE DATE

The bid due date has been changed to May 13, 2015.

Item #2- REVISED COVER SHEET

The cover sheet has been revised to show bid due date change (attached).

Item #3- REVISED BID PROPOSAL GUARANTEE FORM

The bid proposal guarantee form has been revised to show bid due date change (attached).

THE ORIGINAL BID DUE DATE OF MAY 20, 2015 IS CHANGED TO MAY 13, 2015.

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

B15190021019

REVISED BY ADDENDUM #1 ON APRIL 24, 2015

**CONTRACT SPECIFICATIONS
FOR
WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATION
L19174100**

Plans Attached

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

Bids to be received before
2:00 PM, Wednesday,
MAY 13, 2015
New City Hall
Clerk's Public Counter
915 I Street, **5th Floor**
Sacramento, CA 95814

Estimated Construction Cost: \$135,790.00

Construction Time: TWENTY (20) WORKING DAYS and NINETY (90) CALENDAR DAYS
PLANT ESTABLISHMENT

LBE INFORMATION

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: <http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm>

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

as Principal, and _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at **915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814** up to the hour of 2:00 p.m. on **MAY 20, 2015** for the Work specifically described as follows:

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE
RENOVATION (L19174100)**

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

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

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

(Contractor) (Seal)
By _____
Title _____

(Surety)(Seal)
By _____
Title _____
Agent Name and Address _____

ORIGINAL APPROVED AS TO FORM:

City Attorney

Agent Phone # _____
Surety Phone # _____
California License # _____

CONTRACTOR NAME: Olympic Land Construction

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:

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATION
 (L19174100)**

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	\$ 5,200	\$ 5,200.00
2	Demolition	1	LS	\$ 10,500	\$ 10,500.00
3	Clearing and Grubbing	1	LS	\$ 11,805	\$ 11,805.00
4	Playground Equipment to Install	1	LS	\$ 21,500	\$ 21,500.00
5	Concrete Frog and Spotted Newt to Install	1	LS	\$ 1,800	\$ 1,800.00
6	Playground Wood Fiber to Place	1	LS	\$ 8,500	\$ 8,500.00
7	Playground Rule Sign to Install	1	LS	\$ 1,000	\$ 1,000.00
8	Existing Sprinkler Heads to Adjust	1	LS	\$ 3,500	\$ 3,500.00
9	Tree Planting (15 Gal.)	13	EA	\$ 115.00	\$ 1,495.00
10	Groundcover and Shrubs Planting	1	LS	\$ 25,600	\$ 25,600.00
11	Landscape Weed Fabric to Place	1	LS	\$ 6,300	\$ 6,300.00
12	Bark Mulch to Place	1	LS	\$ 24,500	\$ 24,500.00

13	Plant Establishment Period (90 days)	1	LS	\$ 2,550	\$ 2,550.00
				<u>TOTAL</u>	<u>\$ 124,250.00</u>

CONTRACTOR NAME: Olympic Land Construction TOTAL \$ 124,250.00

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 **TWENTY (20) WORKING DAYS PLUS A NINETY (90) 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>April 24, 2015</u>
Add. #	<u>2</u>	DATE	<u>April 24, 2015</u>
Add. #	<u>3</u>	DATE	<u>April 28, 2015</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:

(\$ 12,500) not less than ten percent (10%) of amount Bid Proposal

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

CONTRACTOR:

By: [Signature]
 (Signature)

Pantelis Kallergis
 (Print or Type)

Title Owner
 Address 2442 North Ave
Sacramento, CA 95838
 Telephone No. 916-972-7148
 Fax No. 916-927-5769
 EMAIL ADDRESS estimating@olympicland.com
 Date May 13, 2015

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. 424828 Type A, C-27

Expiration Date 7-31-2016

Tax I.D. Nos.- Fed. 94-2913782 State 307-2470-2

City of Sacramento Business Operation Tax Certificate No. 93316
(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:

93316

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*:

2442 North Ave

Sacramento, CA 95838

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

MUST BE POSTED IN CONSPICUOUS PLACE

City of
SACRAMENTO

93316

93316

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name	OLYMPIC LANDSCAPING
Business Address	2442 NORTH AVE
Owner	KALLERGIS, PANTELIS
Type of Business	LANDSCAPING/IRRIGATION CONST
Tax Classification	401

FROM	TO
Mo. Day Yr.	Mo. Day Yr.
07/01/2014	06/30/2015

Expires

CITY OF SACRAMENTO

TOTAL
PAID: \$60.72

OLYMPIC LANDSCAPING
2442 NORTH AVE
SACRAMENTO, CA 95838-3137

~~JUL 01 2014~~
IF NOT
VALID ~~PAID~~

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

**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

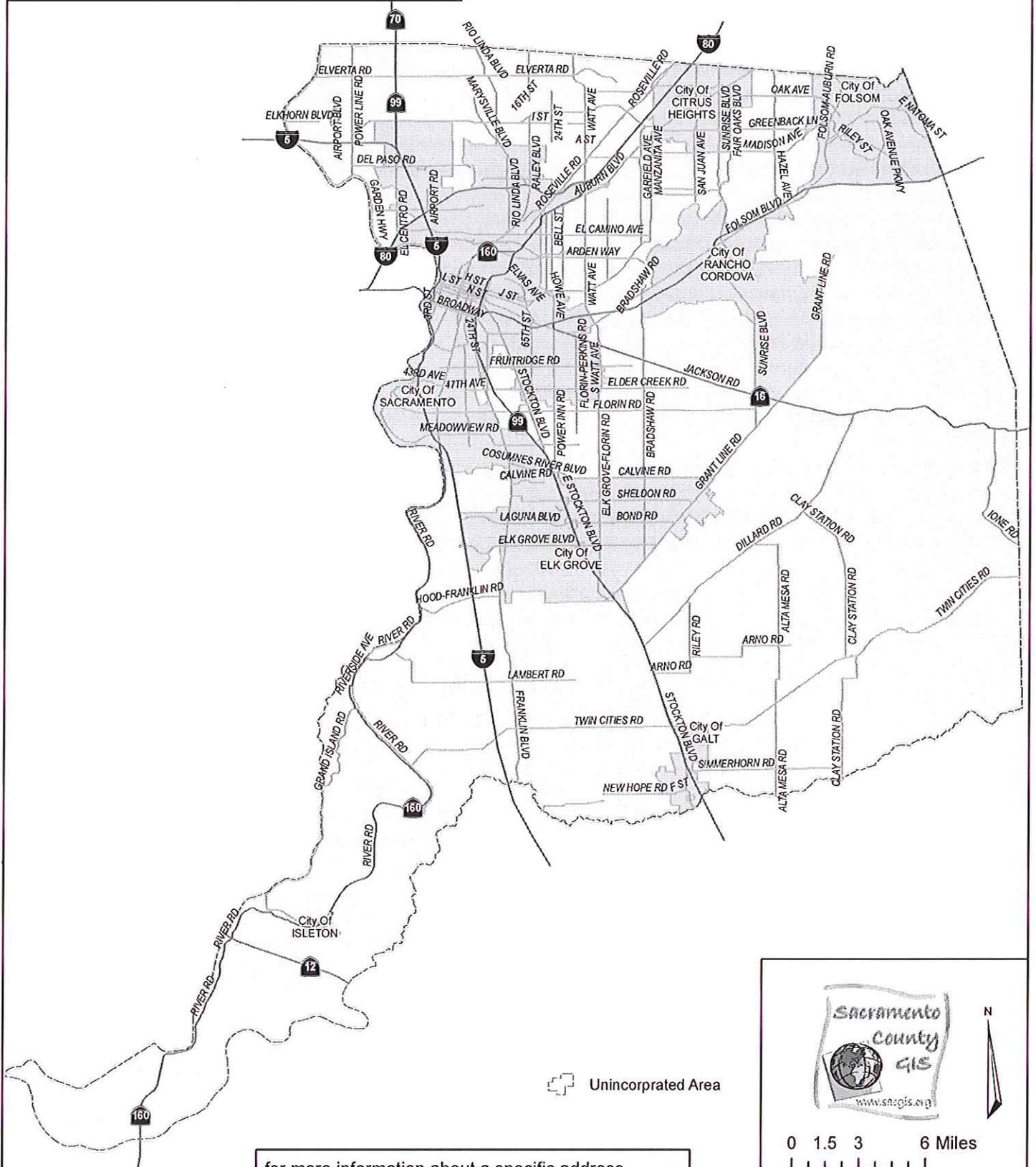
request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days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



N

0 1.5 3 6 Miles

Doc Date: December, 2010

KNOW ALL MEN BY THESE PRESENTS,

That we, Olympic-Land Construction

as Principal, and Great American Insurance Company

a corporation duly organized under the laws of the State of Ohio 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 MAY 13, 2015 for the Work specifically described as follows:

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE
RENOVATION (L19174100)**

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.

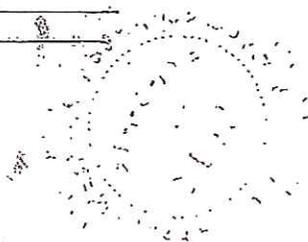
IN WITNESS THEREOF We have hereunto set our hands and seal this 7th
day of May 20 15.

Olympic-Land Construction
(Contractor) (Seal)
By [Signature]
Title OWNER

Great American Insurance Company
(Surety) (Seal)
By [Signature]
Title John J. Daley, Attorney-in-Fact
Agent Name and Address Poms & Associates Insurance Brokers, Inc. 1255 Treat Blvd., 10th Fl, Walnut Creek, CA
Agent Phone # 925/338-8400 94597
Surety Phone # 925/988-2247
California License # 0814733

ORIGINAL APPROVED AS TO FORM:

City Attorney



CALIFORNIA ALL-PURPOSE 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.

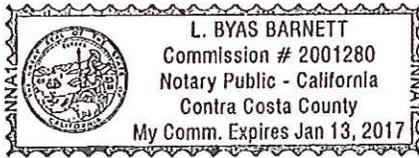
State of California

County of Contra Costa

On May 7, 2015 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley
Name(s) or 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.



Place Notary Seal Above

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 *L. Byas-Barnett*
signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bid Bond

Document Date: May 7, 2015 Number of Pages: One (01)

Signer(s) Other Than Named Above! N/A

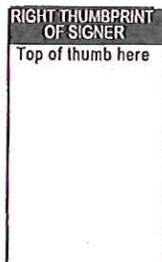
Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____
Great American
Insurance Company

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



Signer Is Representing: _____

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14863

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN J. DALEY	ALL OF	ALL
KENNETH J. GOODWIN	WALNUT CREEK,	\$100,000,000.00
L. BYAS-BARNETT	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of MARCH 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of MARCH

DAVID C. KITCHIN (877-377-2405)

2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



JENNIFER MARIE RIPPY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6-20-19

Jenny Rippy

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of May 2015



Atty L C B
Assistant Secretary

MINIMUM QUALIFICATIONS QUESTIONNAIRE

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

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

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

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

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

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

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

 A, C-27 July 31, 2016 #424828

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

Minimum Qualifications Questionnaire
Page 4 of 6

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at Sacramento _____, on May 13, 2015 _____.
(Location) (Date)

Signature: _____ 

Print name: Pantelis Kallergis _____

Title: Owner _____

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 Participation Form For Public Projects over \$100,000 (use only base bid amount to estimate dollar value) THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

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.

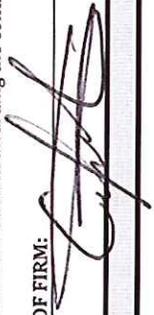
Prime Contractor Name	Olympic Land Construction	Date	May 13, 2015
Prime Contractor Address	2442 North Ave Sacramento, CA 95838	Bid Amount	\$ 124,250.00
(REQUIRED) Prime Contractor DIR Registration #	1000003259	Is Prime LBE?	Yes <input checked="" type="radio"/> No <input type="radio"/>

Business Name	License Number	Address	City, State, Zip	Contact Person	Phone	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Recreation Science	985338	P.O. Box 860	Carmichael CA 95604	Craig Creechmore	916-612-3871	100003792	Yes <input checked="" type="radio"/> No <input type="radio"/>	Playground Install	\$ 18,000
							Yes <input type="radio"/> No <input checked="" type="radio"/>		\$
							Yes <input type="radio"/> No <input checked="" type="radio"/>		\$

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

I hereby certify 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.

PRINCIPAL OF FIRM:



Signature	Owner	Date	May 13, 2015

B15190021019

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 **OLYMPIC LAND CONSTRUCTION, 2442 NORTH AVENUE, SACRAMENTO, CA 95838 ("Contractor")** in the amount of: **ONE HUNDRED TWENTY FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$124,250.00).**

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:

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE
RENOVATION (L19174100)**

including the Work called for in the following alternative bid items described in the Proposal Form: NO ADDITIVE ALTERNATES

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

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

6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

(A) On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due,

subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

(B) No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

(C) Contractor shall not be paid for any defective or improper Work.

(D) The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

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

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed

is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before TWENTY (20) WORKING DAYS AND NINETY (90) 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 6-10-2015

BY [Signature]
PANTEUS KALLERGIS
Print Name

OWNER
Title

BY [Signature]
PANTEUS KALLERGIS
Print Name

OWNER,
Title

Federal ID#

State ID#

93316

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.: CA-4010921

Premium: \$1,789.00

Page 1 of 1 Based on Total Contract Amount

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to **OLYMPIC LAND CONSTRUCTION, 2442 NORTH AVENUE, SACRAMENTO, CA 95838:**

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

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE
RENOVATION (L19174100)**

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*):
Great American Insurance Company; 1255 Treat Boulevard, Suite 810, 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 HUNDRED TWENTY FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$124,250.00), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on June 10, 2015.

Olympic-Land Construction
(Contractor) (Seal)
By [Signature]
Title owner

Great American Insurance Company
(Surety) (Seal)
By [Signature]
Title Kenneth J. Goodwin; Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

Poms & Associates
Agent name & Address Insurance Brokers, LLC
1255 Treat Boulevard, 10th Floor, Walnut Creek, CA 94597
Agent Phone # (925) 338-8400
Surety Phone # (925) 988-2247
California License # 0814733

City Attorney

CALIFORNIA ALL-PURPOSE 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 Contra Costa

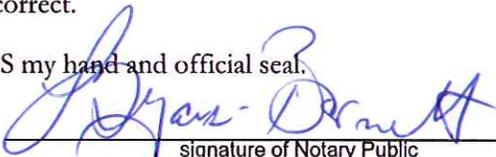
On June 10, 2015 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kenneth J. Goodwin
Name(s) or 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 
signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bond Number: CA-4010921

Document Date: June 10, 2015 Number of Pages: One (01)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Goodwin
 Individual
 Corporate Officer --Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____
Great American
Insurance Company

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



Signer Is Representing: _____

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14863

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN J. DALEY	ALL OF	ALL
KENNETH J. GOODWIN	WALNUT CREEK,	\$100,000,000.00
L. BYAS-BARNETT	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of MARCH 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 9TH day of MARCH, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



JENNIFER MARIE RIPPY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6-20-19

Jenny Rippy

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of June, 2015



Steph L. C. B.
Assistant Secretary

**CITY OF SACRAMENTO
PAYMENT BOND**

Bond No.: CA-4010921
Premium: Included in Performance Bond

Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: **OLYMPIC LAND CONSTRUCTION, 2442 NORTH AVENUE, SACRAMENTO, CA 95838** hereinafter called Contractor, a contract for construction of:

**WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE
RENOVATION (L19174100)**

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*):

Great American Insurance Company; 1255 Treat Boulevard, Suite 810, 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 HUNDRED TWENTY FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$124,250.00)**, on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on June 10, 20 15.

Olympic-Land Construction
(Contractor) (Seal)
By _____
Title owner

Great American Insurance Company
(Surety) (Seal)
By Kenneth J. Goodwin
Title Kenneth J. Goodwin; Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

Poms & Associates
Agent name & Address Insurance Brokers, LLC
1255 Treat Boulevard, 10th Floor, Walnut Creek, CA 94597
Agent Phone # (925) 338-8400
Surety Phone # (925) 998-2247
California License # 0814733

City Attorney

CALIFORNIA ALL-PURPOSE 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 Contra Costa

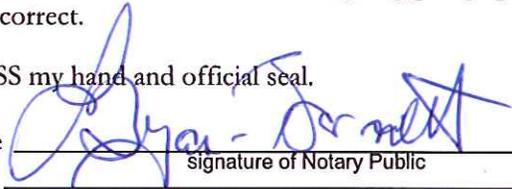
On June 10, 2015 before me, L. Byas-Barnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kenneth J. Goodwin
Name(s) or 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 
signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

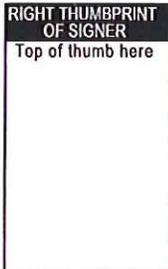
Title or Type of Document Bond Number: CA-4010921

Document Date: June 10, 2015 Number of Pages: One (01)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Goodwin
 Individual
 Corporate Officer --Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____
Great American
Insurance Company

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



Signer Is Representing: _____

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 14863

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN J. DALEY	ALL OF	ALL
KENNETH J. GOODWIN	WALNUT CREEK,	\$100,000,000.00
L. BYAS-BARNETT	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of MARCH 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 9TH day of MARCH

, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



JENNIFER MARIE RIPPY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6-20-19

Jenny Rippy

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of June, 2015



Stephen C. Beraha
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2015

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

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

PRODUCER Foothill Valley Ins Agency 13 Sierragate Plaza, Bldg A Roseville, CA 95678 Wilhelm H Stenken	CONTACT NAME: Tyla Belton
	PHONE (A/C, No, Ext): 916-773-4560 FAX (A/C, No): 916-773-4583
	E-MAIL ADDRESS: tyla.b@foothillvalley.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Financial Pacific Ins. Co.
	INSURER B: Certain Und. at Lloyd's London
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
Olympic Land-Construction
2442 North Ave.
Sacramento, CA 95838

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			60446103	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			60446103	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			60446103	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Builders Risk			JAS0398-15	05/15/2015	10/31/2015	Limit 800,000
B	Flood & Land Move			JAS0398-15	05/15/2015	10/31/2015	Ded. 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE:L19174100; Westhampton Park Playground and Landscape Renovation
The City of Sacramento, its officials, employees and volunteers are named additional insured per CG2010(12/11) attached.

CERTIFICATE HOLDER

CANCELLATION

City of Sacramento
Dept. of General Services
5730 24th St., Bldg. 4
Sacramento, CA 95822

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

PREMIUM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

REFER TO GENERAL LIABILITY SCHEDULE
ON FORM CG 71 54 01 07

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

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 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

City of Sacramento, Department of General Services,
Contracts
5730 24th Street, Bldg. 4, Sacramento, CA 95822
Attn: Tim Hopper

Job Description

Job Address: 5401 Westhampton Way Sacramento, CA
95835
Starting date: 8/1/2015
Duration of job: 20 Days
Work being performed: Irrigation & Planning
Number of Insured's employee's involved: 4
Estimated payroll for the job: \$12,000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05-01-2015
Insured
Kallergis, Peter (An Individual)

Policy No. ATW 002960-02
Insurance Company
Republic Underwriters Insurance Company

Endorsement No. 4

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: 6-10-15

Contractor Olympic Land Construction

By 
Signature

PAY REQUEST APPLICATION

**PROJECT NAME AND NUMBER: WESTHAMPTON PARK PLAYGROUND AND
LANDSCAPE RENOVATION (L19174100)**

CONTRACTOR: _____

PURCHASE ORDER NO. (Required): _____

COST CENTER: (L1974100)

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)

Remit To:
 DENNIS DAY
 Department of Parks and Recreation
 Park Planning, Design & Development Services
 915 I Street, 5th Floor
 Sacramento, CA 95814

SCHEDULE OF VALUES

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

PROJECT NAME: WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATIONS

CONTRACTOR: OLYMPIC LAND CONSTRUCTION

CITY PROJ. NO: L1974100

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

ADDRESS: 2442 NORTH AVENUE
 SACRAMENTO, CA 95838
PHONE NO: (916) 972-7148

FUNDING:

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
1	Temporary Construction Fence to Install	1	LS	5200	\$5,200.00					
2	Demolition	1	LS	10500	\$10,500.00					
3	Clearing and Grubbing	1	LS	11805	\$11,805.00					
4	Playground Equipment to Install	1	LS	21500	\$21,500.00					
5	Concrete Frog and Spotted Newt to Install	1	LS	1800	\$1,800.00					
6	Playground Wood Fiber to Place	1	LS	8500	\$8,500.00					
7	Playground Rule Sign to Install	1	LS	1000	\$1,000.00					
8	Existing Sprinkler Heads to Adjust	1	LS	3500	\$3,500.00					
9	Tree Planting (15 Gal.)	13	EA	115	\$1,495.00					
10	Groundcover and Shrub Planting	1	LS	25600	\$25,600.00					
11	Landscape Weed Fabric to Place	1	LS	6300	\$6,300.00					
12	Bark Mulch to Place	1	LS	24500	\$24,500.00					
13	Plant Establishment Period (90 Days)	1	LS	2550	\$2,550.00					
TOTALS					\$124,250.00					

CHANGE ORDERS

1		1	LS		\$0.00			\$0.00		\$0.00
2		1	LS		\$0.00			\$0.00		\$0.00
3		1	LS		\$0.00			\$0.00		\$0.00
4		1	LS		\$0.00			\$0.00		\$0.00
5		1	LS		\$0.00			\$0.00		\$0.00

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

SCHEDULE OF VALUES

PROJECT NAME: WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATIONS

CITY PROJ. NO: L1974100

CONTRACTOR: OLYMPIC LAND CONSTRUCTION

FUNDING:

ADDRESS: 2442 NORTH AVENUE
SACRAMENTO, CA 95838
PHONE NO: (916) 972-7148

Remit To:

DENNIS DAY
 Department of Parks and Recreation
 Park Planning, Design & 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	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
					\$0.00					
TOTAL CHANGE ORDER AMOUNT						\$0.00			\$0.00	
TOTAL AMENDED CONTRACT AMOUNT						\$124,250.00			\$0.00	\$0.00

GUARANTEE

We hereby guarantee the: **WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATION (L19174100)**

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: 6-10-15

Signed: 

PANTELIS KALLERGIS
Printed Name

OLYMPIC LAND CONSTRUCTION
Company

2442 NORTH AV.
Address

SACRAMENTO CA 95838

B15190021015

SPECIAL PROVISIONS

SPECIAL PROVISIONS FOR
WESTHAMPTON PARK - PLAYGROUND AND LANDSCAPE RENOVATIONS
(L19174100)

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of Westhampton Park Playground and Landscape Renovations, in Sacramento. The improvements will consist of clearing and grubbing, demolishing the existing playground equipment, removing the existing playground wood fiber, installing playground equipment, playground signage, playground wood fiber, irrigation head adjustments, tree and landscape planting.

B. COMPLETION TIME

The time for the completion of all work is Twenty (20) Working Days plus Ninety (90) Calendar Days for the Plant Establishment Period from the Notice to Proceed for substantial completion. 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.

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 Dennis Day, City 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) 808-8266.

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

H. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

The Contractor, after delivery of the contract and at least three (3) calendar days before beginning work, shall notify the Inspector and arrange a pre-job conference. The Contractor shall submit to the 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 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 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>
Playground Wood Fiber Surfacing	X		X
Planting Materials	X		
Landscape Weed Block Fabric	X		
Bark Mulch	X		X
Plants	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 Form

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

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

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

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

The California Legislature has imposed a new registration requirement for contractors and subcontractors involved with public works projects. Senate Bill 854, passed late last month, created a registration program, effective July 1, 2014, to fund the Department of Industrial Relations' monitoring and enforcement of prevailing wage laws.

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

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

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

Contractors must pay an annual renewal fee by July 1 of each year. The registration form is located on the DIR's website at

<http://www.dir.ca.gov/DLSE/dlsepublicworks.html>.

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

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

II. ITEMS OF THE BASE BID PROPOSAL

Item No. 1 – Temporary Construction Fence to Install

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

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

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 – Demolition

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

- A. Playground Equipment shall be removed, including an existing playground structure, one swing seat, and other items play equipment indicated on the Demolition plan for removal, including all concrete footings.
- B. Playground Wood Fiber shall be removed from the Adventure Area. All decomposed wood fiber shall be removed from the project site and disposed of by the Contractor. All non-decomposed wood fiber shall place in the Boulder and Swing Areas within the project site.
- C. Debris - All resulting removed material shall become the property of the Contractor, and disposed of outside the project limits at the Contractor's expense.
- D. Holes and depressions resulting from removed items shall be filled, compacted, and brought to finished grade with landscape fill in conformance with Section 14 of the Standard Specifications and as directed by the Landscape Architect.

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. 3 – Clearing and Grubbing

This item shall consist of clearing and grubbing the planting areas shown on the plans 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 existing no-mow fescue, deer grass, groundcover type rose, dead and sickly plants, as shown on the

plans including roots and attached soil and debris and all other objection material within the planting areas shall be removed.

- B. Debris - All resulting landscape, soil and removed material shall become the property of the Contractor, and disposed of outside the project limits at the Contractor's expense.

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

Item No. 4- Play Equipment to Install

This item shall consist of installing the Play Equipment as shown on the plans in conformance with Section 10 of the Standard Specifications, these Special Provisions and the manufacturer's specifications.

- A. Play Equipment shall be per plans, and have been purchased by the City. The play equipment components shall be installed as shown on the plans and shall be composed of such material and constructed as specified by the manufacturer. All posts shall be steel. The contractor will be responsible for receiving and storing the play equipment until it is installed.
- B. Concrete Footings shall be installed as specified by the manufacturer and shall be Type II Class "D" Portland Cement Concrete, conforming to Section 10 of the Standard Specifications.
- C. Manufacturer's Representative shall inspect the play equipment after the installation and provide the City with a letter that states the play equipment is installed in compliance with the manufacturer's specifications and details.
- D. Compliance: Contractor shall assemble and install playground equipment in compliance with the written instructions of the manufacturer. The playground equipment shall either be:
 - 1. Assembled and installed by or under the direct supervision of an individual who is authorized by the manufacturer to assemble and install the equipment.

AND

- 2. Prior to its first use, the playground equipment shall be inspected by a Certified Playground Safety Inspector who shall certify in writing that the equipment, insofar as it can be seen without disassembling it or digging into the surfacing, is in compliance with ASTM F-1487-98 and CPSC Handbook Publication number 325.

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 Play Equipment to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 5 – Concrete Frog and Spotted Newt to Install

This item shall consist of installing a Concrete Frog and Spotted Newt per the manufacturer's specification and details in conformance with these Special Provisions and the manufacturer's

specifications.

- A. Concrete Frog and Spotted Newt shall be by UPC Parks, made of concrete and painted, and shall be per plans, and installed per the manufacturer's instructions. Contact: Kristin Petty, All About Play, (916) 207-1555 for further information.
- A. The Frog and Spotted Newt shall be purchased by the City. The Contractor shall be responsible for receiving and storing the Concrete Frog and Spotted Newt until they are installed.
- B. Manufacturer's Representative shall inspect the play equipment after the installation and provide the City with a letter that states the play equipment is installed in compliance with the manufacturer's specifications and details.
- C. Compliance: Contractor shall assemble and install concrete playground equipment in compliance with the written instructions of the manufacturer. The playground equipment shall either be:
 - 1. Assembled and installed by or under the direct supervision of an individual who is authorized by the manufacturer to assemble and install the equipment.

AND

- 2. Prior to its first use, the playground equipment shall be inspected by a Certified Playground Safety Inspector who shall certify in writing that the equipment, insofar as it can be seen without disassembling it or digging into the surfacing, is in compliance with ASTM F-1487-98 and CPSC Handbook Publication number 325.

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 Concrete Frog and Spotted Newt to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 6 – Playground Wood Fiber to Place

This item shall consist of furnishing and installing Wood Fiber Surfacing material in the play areas as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Wood Fiber shall be Sun-Up Playground Fiber, or approved equal. Wood fiber shall be 100% virgin wood fiber comprised of new Incense Cedar. Wood fiber shall have blunt ends, and shall be void of mixed woods, recycled wood, nails, staples, bark, leaves, dirt, twigs or splinters. Wood Fiber shall be non-toxic with no chemicals or additives, and shall be wheelchair accessible. Wood fiber fall material shall meet CPSC & ASTM Standards for Public Playgrounds.
- B. Product Certifications - The Wood Fiber system shall be certified as meeting the U.S. Consumer Product Safety Commission's technical guidelines for playground surfacing as follows: When tested in accordance with suggested test method in Paragraph 1, 2, and 3, a surface should not impact a peak acceleration in excess of 200 g's to an instrumented ANSI head form dropped on a surface from the maximum estimated fall height. Copies of the testing

procedures of the Wood Fiber system and results performed by an independent testing source, which demonstrates compliance with the C.P.S.C. guidelines, shall be provided. The Contractor shall provide the City with a Certificate of Insurance for product liability with the limit of liability of not less than \$2,000,000 for the wood fiber supplied. The Wood Fiber system shall have a minimum warranty of one (1) year from date of installation against decay and biochemical degradation calling for replacement of defective materials during the guarantee period. Wood Fiber shall not be installed until after play equipment is installed.

- C. Installation of wood fiber shall be within forty-eight (48) hours after play equipment is installed. Wood Fiber shall be placed on top of the Geo-textile Fabric as shown on the plans. The Wood Fiber shall be uniform, level and compacted. Contractor shall thoroughly sprinkle wood fiber after installation and rolled with a partially filled lawn roller in all directions for compaction. The Wood Fiber shall be compacted to a 12" finished depth at the edges of play area at the time of final acceptance by the City. The depth of wood fiber in the center of the play area will be greater.

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 Play Area Wood Fiber to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 7 – Playground Rule Sign to Install

This item shall consist of installing one Playground Rule Sign 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 be provided by the City, and shall be in-ground mounted.

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 Playground Rule Sign to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 8 – Existing Sprinkler Heads to Adjust

This item shall consist of adjusting the arc and radius of the existing sprinkler heads and tree bubblers only within the newly planted landscape areas, and programming the irrigation controller for the new planted landscape 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. 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.
- B. Sprinklers and Tree Bubblers shall be as shown on the existing irrigation plans provided. The Contractor shall adjust the sprinklers to avoid overspray onto adjacent concrete flatwork or sidewalks, and to ensure no overspray onto adjacent sidewalks or paving areas. The existing tree

bubblers shall be adjusted for the newly planted trees in the within the existing decomposed granite paving area only, prior to planting.

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 Existing Sprinkler Heads to Adjust as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 9 – Tree Planting (15 Gal.)

This item shall consist of furnishing, preparing and planting 15 gallon container 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.

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 Tree Planting (15 Gal.) as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 10 – Groundcover and Shrub Planting

This item shall consist of furnishing, preparing and planting Groundcover and Shrub 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 Groundcover and Shrub Planting as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No 11 – Landscape Weed Fabric to Place

This item shall consist of furnishing and installing landscape weed block fabric in all new planting areas shown on the plans in conformance with the Standard Specifications and as amended by these Special Provisions. Landscape weed fabric is not required to be place within existing planting areas.

- 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 12 – Bark Mulch to Place

This item shall consist of furnishing and installing bark mulch in new planting area shown on the plans in conformance with the Standard Specifications and as amended by these Special Provisions.

- A. 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.

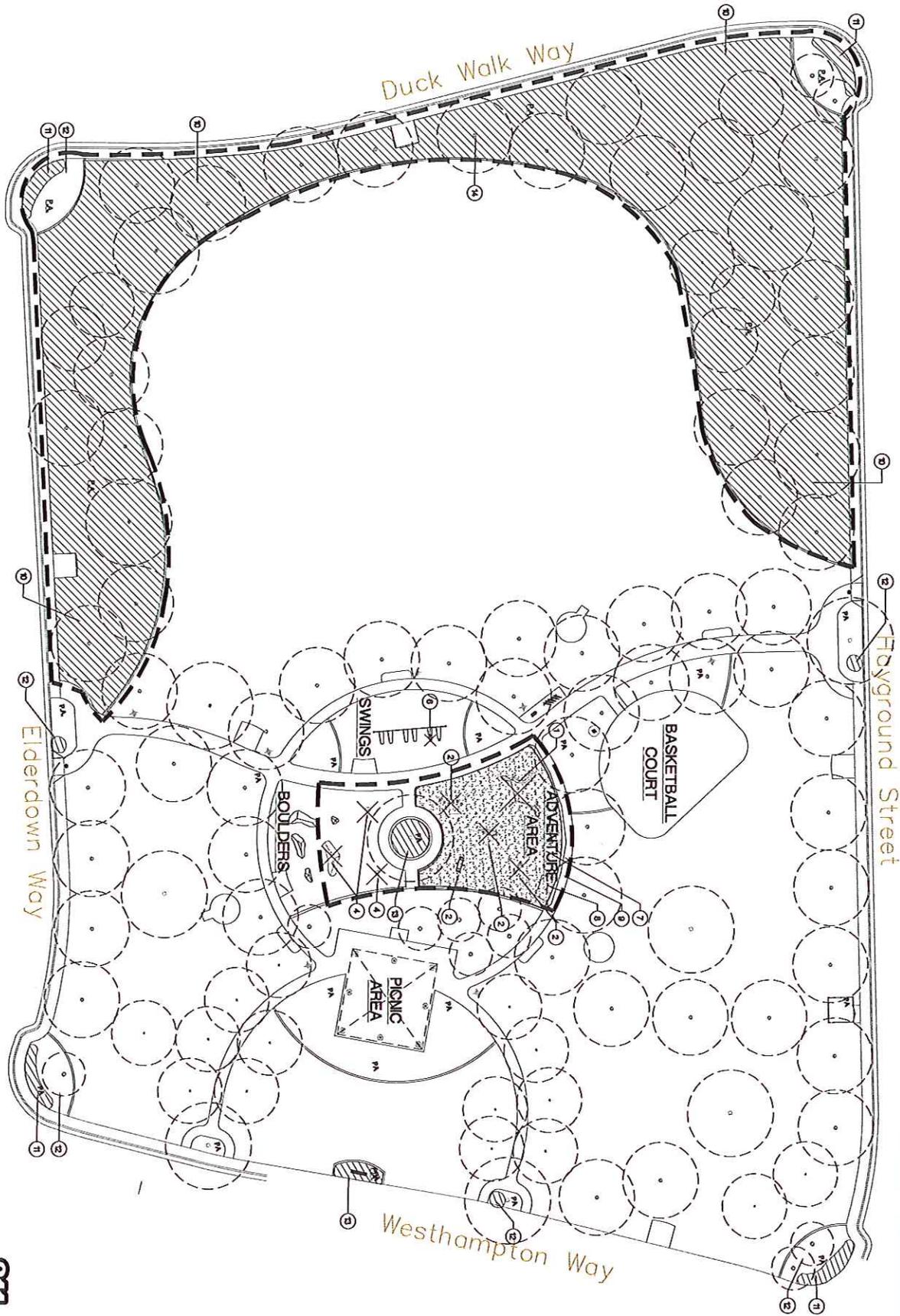
Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Bark Mulch to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape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

Item No 13 – Plant Establishment (90 days)

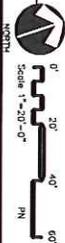
This item shall consist of maintaining the landscape planted areas installed in this contract as shown on the plans in conformance with Sections 35-15 through 35-18 of the Standard Specifications and as amended by these Special Provisions.

- 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. 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.
- F. 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, 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.



1 DEMOLITION PLAN
L4 SCALE 1/8"=1'-0"



SEE SHEETS L3 FOR
DEMOLITION KEY NOTES,
LEGEND, DEMOLITION NOTES



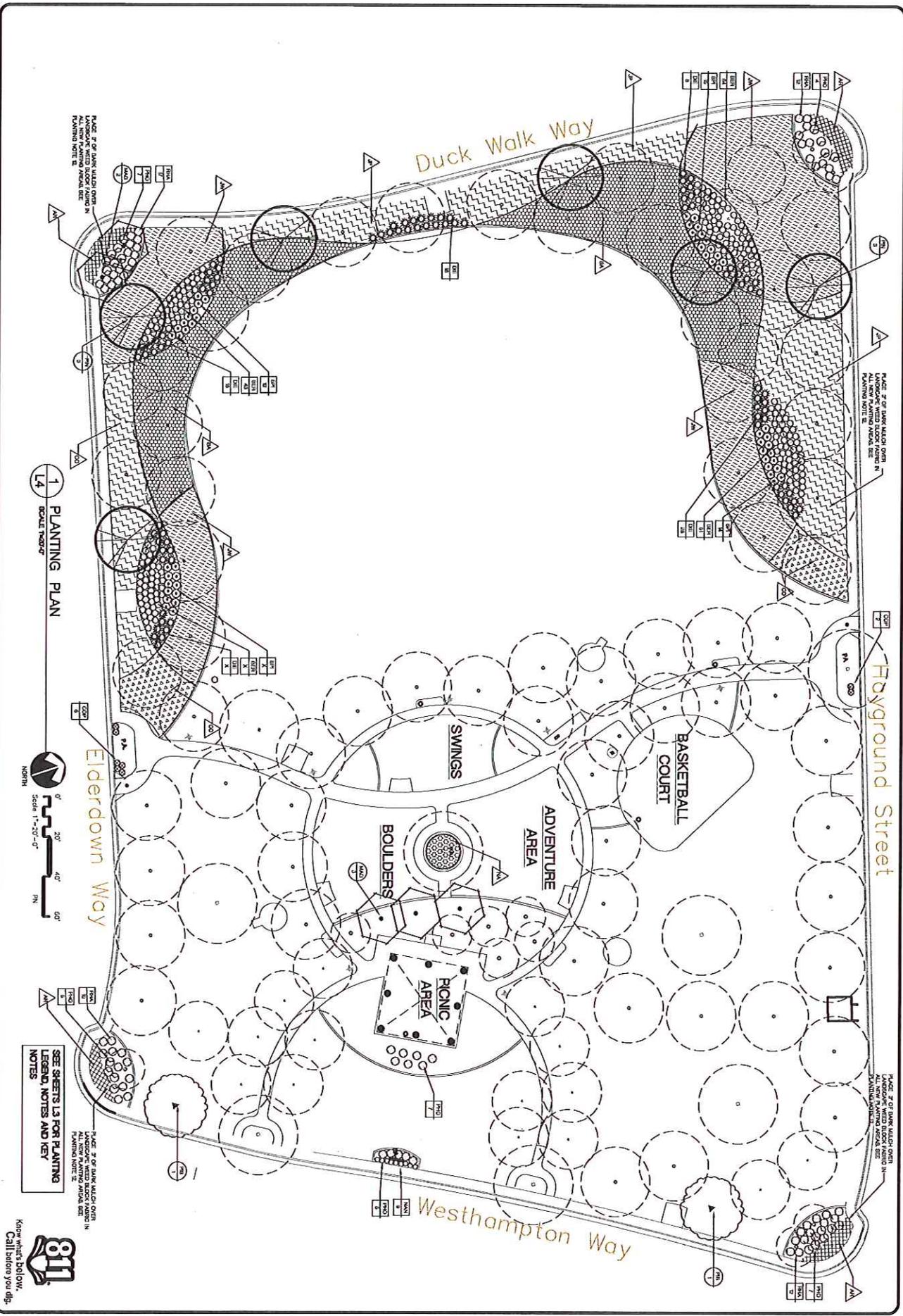
12 of 7

DATE: APRIL 2014	SCALE: AS SHOWN
DRAWN BY: [REDACTED]	REVISIONS: [REDACTED]
CHECKED BY: [REDACTED]	DATE: [REDACTED]
DESIGN PROGRAM BY: [REDACTED]	DATE: [REDACTED]
LANDSCAPE ARCHITECT: [REDACTED]	DATE: [REDACTED]

WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATIONS DEMOLITION PLAN



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



SEE SHEETS L3 FOR PLANTING LEGEND, NOTES AND KEY



L4 of 7

DATE: JAN 2015	DESIGN PROGRAM BY: [blank]	CAD FILE: [blank]
SCALE: AS SHOWN	DATE: [blank]	DATE: [blank]
P. N. L. LOCATION	REVISIONS:	

WESTHAMPTON PARK PLAYGROUND AND LANDSCAPE RENOVATIONS PLANTING PLAN



CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
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