

Meeting Date: 11/17/2015

Report Type: Consent

Report ID: 2015-00988

Title: Contract: 19th and Q Street Park Community Garden (L19011900)

Location: District 4

Recommendation: Pass a Motion 1) approving the construction plans and specifications for 19th and Q Street Community Garden Park project (L19011900); 2) awarding the contract to PBM Construction for an amount not to exceed \$216,589; 3) authorizing the City Manager or City Manager's designee to execute the contract with PBM Construction for an amount not to exceed \$216,589.

Contact: Gary Hyden, Park Planning and Development Manager, (916) 808-1949; Dennis Day, Associate Landscape Architect, (916) 808-7633, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Park Development Services

Dept ID: 19001121

Attachments:

1-Description/Analysis

2-Background

3-Location Map

4-Master Plan

5-Contract

City Attorney Review

Approved as to Form

Sheryl Patterson

11/9/2015 8:57:57 AM

Approvals/Acknowledgements

Department Director or Designee: Pamela Sloan - 11/3/2015 2:26:14 PM

Description/Analysis

Issue Detail: The Department of Parks and Recreation is seeking approval to award a contract to PBM Construction for development of a community garden for the 19th and Q Street Park, named as Truitt Park, which is located in District 4. The contract amount is not-to-exceed \$216,589. The development will consist of demolition, grading, concrete walkways and curbs, concrete seat wall, storage shed, compost bins, decomposed granite and brick paving, tubular steel fencing, irrigation system, landscaping and site furniture.

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

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: This park construction project, which totals \$216,589, is expected to create 1.5 total jobs (0.9 direct jobs and 0.6 additional jobs through indirect and induced activities). Furthermore, it will create \$133,730 in total economic output (\$84,291 of direct output and another \$49,439 of output through indirect and induced activities).

Environmental Considerations: The Environmental Services Manager has determined that the proposed project is exempt from CEQA under Section 15303(3) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.). Exemption 15303(3) consists of construction of small accessory structures.

Sustainability: The 19th and Q Street Park Community Garden 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: None

Rationale for Recommendation: The formal bidding process for the 19th and Q Street Park Community Garden project was posted in accordance with City Code 3.60 and Administrative Policy AP-4002. The bids were opened on October 14, 2015. Staff received four bids and the results are listed below:

<u>CONTRACTOR</u>	<u>Base Bid</u>	<u>Additive Alternates</u>	<u>Total Bid</u>	<u>LBE %</u>
PBM Construction	\$185,026	\$31,563	\$216,589	33.5
Olympic Land Construction	\$206,000	\$19,200	\$225,200	85.4
American Construction Engineers	\$219,100	\$16,500	\$235,600	5.8

Saenz Landscape Construction	\$218,578	\$34,602	\$253,180	38.5
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The Engineer's Estimate for the base bid of this project was \$190,644.

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

Financial Considerations: There are sufficient funds in the 19th and Q Street Park Community Garden project (L19011900) to award the contract.

Development of parks creates an ongoing cost for park maintenance and utilities are based on the size of the park. The normal annual maintenance cost for this additional 0.18 acres of park development is approximately \$15,000 per acre or \$2,700.

There has been no augmentation to the Department of Parks and Recreation's operating budget for maintenance or water and utility costs.

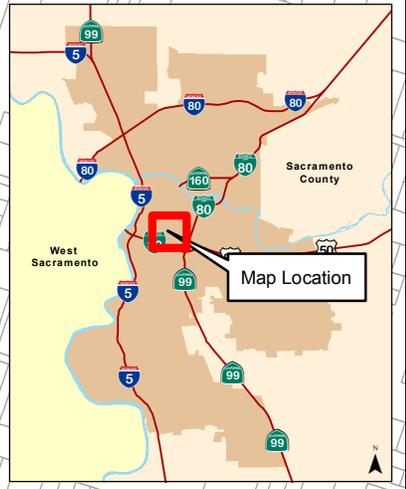
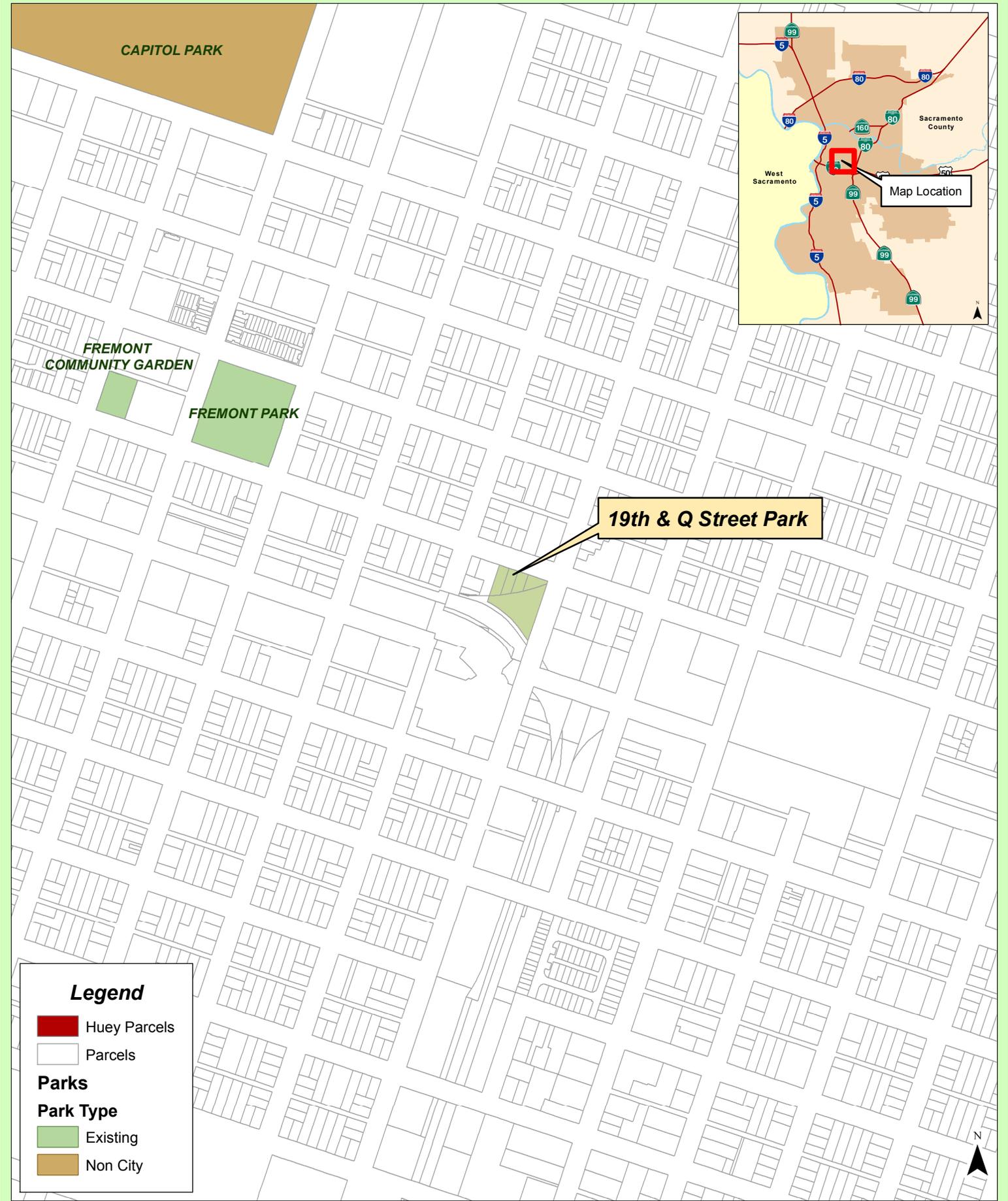
Local Business Enterprise (LBE): At an LBE percentage of 33.5%, PBM Construction exceeded the 5% LBE participation requirement.

Background:

19th and Q Street Park is a 0.9-acre neighborhood park located at 1814 Q Street in the Central City area of Sacramento in Council District 4.

19th and Q Street Park Master Plan was reviewed and supported by the Citizen's Parks and Recreation Commission on April 5, 2012, and approved by City Council on May 29, 2012 in Resolution 2012-152. The park master plan was amended to include a small and large dog park and was reviewed and supported by the Parks and Recreation Commission on September 3, 2015, and approved by City Council on September 29, 2015. On that date the City Council also approved naming the park for Brooks Truitt.

Construction of the 19th and Q Street Park Community Garden project is expected to be completed March 2016.



Legend

- Huey Parcels
- Parcels

Parks

Park Type

- Existing
- Non City





LIGHT POLE FIXTURES



NATIVE/ADAPTED PLANTINGS



CUSTOM INFORMATION PANELS



CUSTOM BENCH



BIKE RACK



6' HT. CUSTOM DOG PARK FENCE



DOG PARK FURNISHINGS



SCULPTURE SHADE STRUCTURE



DOUBLE ENTRY GATE



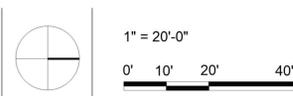
INTERACTIVE ENTRY SIGNAGE



PLAZA PAVING - UNIT PAVERS

19TH AND Q STREET PARK

MASTER PLAN



QUADRIGA

landscape architecture and planning
sacramento | santa rosa | san francisco



Requires Council Approval: No YES Meeting: 11-17-15

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Public Project, PO Type: Formal Bid-Construction, Attachment: Original No., Original Doc Number, \$ Not to Exceed: \$216,589.00, Other Party: PBM Construction, Inc., Certified Copies of Document, Project Name: 19th & Q Street Park Community Garden, Deed: None/Included/Separate, Project Number: L19011900, Bid Transaction #: B16190021006, LBE: 5%

Department Information

Department: Parks and Recreation Division: PPDS
Project Mgr: DENNIS DAY Supervisor: GARY HYDEN
Contract Services: Tim Hopper Date: 9-24-15 Division Mgr: GARY HYDEN
PM Phone Number: 808-7633 Org Number: 19001121

Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager.

Table for City Attorney with columns: Signature or Initial, Date. Row for Sheryl Patterson.

Call Tim Hopper x8173 Notify for Pick Up

Table for Authorization with columns: Signature or Initial, Date. Row for Pamela Sloan, Interim Department Director.

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

For City Clerk Processing box containing fields for Finalized, Imaged, Received, and a large empty box for stamping.

B16190021006

**CONTRACT SPECIFICATIONS
FOR
19TH & Q STREET PARK COMMUNITY GARDEN
(L19011900)**

Plans Attached

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

Bids to be received before
2:00 PM, Wednesday,
OCTOBER 14, 2015
New City Hall
Clerk's Public Counter
915 I Street, 5th Floor
Sacramento, CA 95814

Estimated Construction Cost: \$171,724.00- \$190,644.00

Construction Time: THIRTY (30) WORKING DAYS PLUS THIRTY (30) 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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**City of Sacramento
Formal Bid / Proposal Delivery Options**

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

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

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS) - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk's Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95812-2391
2.	Expedited Services – <u>Receiving Hours are 8am to Noon Monday through Friday</u> - FedEx - UPS - DHL	Sacramento City Clerk's Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95814-2604
3.	Personal Delivery - Hand Delivery - Courier	Sacramento City Clerk's Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95814

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the **City Clerk's Public Counter, New City Hall, 5th Floor**, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM on OCTOBER 14, 2015** and will be opened as soon thereafter as business allows, in the 2nd floor Hearing Room, Historic City Hall for:

**19TH & Q STREET PARK COMMUNITY GARDEN
(L19011900)**

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:

**19TH & Q STREET PARK COMMUNITY GARDEN
(L19011900)**

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

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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**

PBM CONSTRUCTION, INC.

Name of Contractor

4500 YANKEE HILL COURT, SUITE A, ROCKLIN, CA

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.

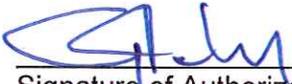
5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties 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

10.26.2015

Date

GREG TORNBURG

Print Name

VICE PRES. / SEC.

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.

B16190021006

BID PROPOSAL FORMS

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

**19TH and Q STREET PARK COMMUNITY GARDEN
(L19011900)**

B16190021006

ADDENDUM #2

October 9, 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: B16190021006

ADDENDUM #2 DATE: October 9, 2015

**19TH and Q STREET PARK COMMUNITY GARDEN
(L19011900)**

Item #1- LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

1. The Local Business Enterprise (LBE) Participation Requirements are revised and the current participation requirements are attached.

THE ORIGINAL BID DUE DATE OF October 14, 2015, REMAINS THE SAME.

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

Cc: File

**LOCAL BUSINESS ENTERPRISE (LBE)
PARTICIPATION REQUIREMENTS**
(For City Contracts without federal funds)

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 LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% 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 certain contracts of \$100,000 or more as illustrated below.

When Does the LBE Program Apply?

	Contracts Under \$100,000			Contracts \$100,000 or More			
	Supplies / Non-Professional	Professional	Public Projects	Supplies	Non-Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

II. LBE QUALIFICATION

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline 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 areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either :
 - a. a principal business office or workspace; or
 - b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- 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 or equipment 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 or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. 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 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment 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 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 to each LBE subcontractor or supplier.

No 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 the 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 or equipment 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 materials or equipment 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 or equipment 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 the 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. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also 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. The Contractor may, no later than five working days after receiving such notice, provide a written request to the 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 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 facsimile, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by facsimile 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.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

**19TH and Q STREET PARK COMMUNITY GARDEN
(L19011900)**

B16190021006

ADDENDUM #1

September 29, 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

ADDENDUM #1 DATE: September 29, 2015

**19TH and Q STREET PARK COMMUNITY GARDEN
(L19011900)**

Addendum #1 includes:

1. **Bid Proposal and Schedule of Values - Correction:**

Replace the original Bid Proposal with the Revised Bid Proposal dated 9/29/15, attached.
Replace the original Schedule of Values (SOV) with the Revised SOV dated 9/29/15, attached.

2. **Specification - Correction:**

Add the following specification:

Item No. A3 – Concrete Driveway to Construct

This item shall consist of furnishing and constructing a 6" thick Concrete Driveway as shown on the plans in conformity with Sections 10, 13, 19, 24 and 38, detail T-22 of the Standard Specifications and as amended by these Special Provisions and the manufacturers specifications.

- A. Driveway Permit -The Contractor shall be responsible for applying for, paying \$250 permit fee, and obtaining permit from the a City of Sacramento Driveway Permit from the Department of Public Works, Development Engineering, 300 Richards Blvd. 3rd Floor. Work may not begin until after the City permit is issued. For Driveway Permit application and additional information refer to: www.cityofsacramento.org/Public-Works/Engineering-Services/Permits/Encroachment-Permits.
- B. Traffic Control Plan shall be prepare by the Contractor and will be required with the Driveway permit application.
- C. Demolition shall consist of saw cutting and removing the existing pavement, curb and gutter in conformance with Section 13-3 and 24-14 of the Standard Specifications. Asphalt road shall be repaired per City Specifications. The Contractor shall remove all resulting debris from the project site.
- D. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- E. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.
- F. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.
- G. Asphalt Concrete shall be Type B (medium) and shall conform to Section 22 of the

Standard Specifications and Section 39 of the State Standard Specifications.

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

3. **Plan - Correction:**

Replace the plan sheets L3- Layout and Planting Plan, L4-Irrigation Plan, and sheets L5 and L6 Construction Details, with the replace plan sheet L3-Revised Layout and Planting Plan, L4-Revised Irrigation Plan, and sheets L5 and L6 Revised Construction Details, all dated 9/29/15, attached.

THE ORIGINAL BID DUE DATE OF October 14, 2015, REMAINS THE SAME.

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

Cc: File

h:\documents\contract mgmt\19th & q park community garden\addendums\addendum 1\addendum#1_9-29-15.doc

CONTRACTOR NAME: _____

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

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

**19th and Q ST. PARK COMMUNITY GARDEN
 (L19011900)**

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1	Temporary Construction Fence to Install	1	LS	\$	\$
2	Clearing and Grubbing	1	LS	\$	\$
3	Demolition	1	LS	\$	\$
4	Erosion Control for projects less than 1 acre	1	LS	\$	\$
5	Construction Staking	1	LS	\$	\$
6	Site Grading	1	LS	\$	\$
7	Aggregate Base to Place	1	LS	\$	\$
8	6" Concrete Flatwork to Construct	1	LS	\$	\$
9	18" Colored Concrete Band to Construct	1	LS	\$	\$
10	Stabilized Decomposed Granite Pavement to Place	1	LS	\$	\$
11	9" Concrete Mow Strip to Construct	1	LS	\$	\$

12	6" Raised Curb to Construct	1	LS	\$	\$
13	Accessible Raised Planter to Construct	1	LS	\$	\$
14	Double Swing Tubular Steel Gates to Install	1	LS	\$	\$
15	4' Wide Arch Gate to Install	1	LS	\$	\$
16	6' High Tubular Steel Fence	1	LS	\$	\$
17	Community Garden Entry Sign	1	LS	\$	\$
18	2" x 4" Trex Header to Place	1	LS	\$	\$
19	Imported Topsoil	1	LS	\$	\$
20	Compost Bins	1	LS	\$	\$
21	8' x 10' Tuff Shed to Install	1	LS	\$	\$
22	Park Rules Sign to Install	1	LS	\$	\$
23	Picnic Tables to Install	1	LS	\$	\$
24	Metal Bug Shapes to Install	1	LS	\$	\$
25	Irrigation Water Tap, Meter and Development Fees	1	LS	\$	\$
26	Automatic Irrigation System	1	LS	\$	\$
27	Hose Bib System to Install	1	LS	\$	\$
28	Trees to Plant (24" Box)	1	LS	\$	\$
29	Shrub and Groundcover Areas to Plant	1	LS	\$	\$
30	Landscape Weed Fabric to Place	1	LS	\$	\$
31	Bark Mulch to Place	1	LS	\$	\$
32	Plant Establishment (30 Days)	1	LS	\$	\$
33	Leaf Shades to Install	1	LS	\$	\$

34	Concrete Lady Bug to Install	1	LS	\$	\$
35	Chimes to Install	1	LS	\$	\$
36	Message Board to Install	1	LS	\$	\$
BASE BID SUBTOTAL					\$

ADDITIVE ALTERNATES BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total
A1	Brick Paving to Construct	1	LS	\$	\$
A2	Seat Wall to Construct	1	LS	\$	\$
A3	Concrete Driveway to Construct	1	LS	\$	\$
ADDITIVE ALTERNATE SUBTOTAL					\$

BASE BID PLUS ADDITIVE ALTERNATE TOTAL					\$
---	--	--	--	--	-----------

CONTRACTOR NAME: _____ TOTAL \$ _____

SCHEDULE

If awarded the Contract, the undersigned agrees to sign said Contract and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of the Contract, and to begin work within fifteen (15) days after the issuance of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of **ONE HUNDRED (100) WORKING DAYS PLUS A THIRTY (30) CALENDAR DAYS PLANT ESTABLISHMENT PERIOD**. The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

DETERMINATION OF LOW BIDDER

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

CORRECTING BID PROPOSAL: In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid Proposal. When such a mathematical error appears on the face of

the Bid Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

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

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

BIDDER'S DECLARATION

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

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

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

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

FOR CITY USE ONLY

BID BOND SECURITY

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

TYPE OF DEPOSIT

- Bid Bond
- Cashier/Certified Check
- Other _____

Initial: _____

CONTRACTOR:

By: _____
(Signature)

(Print or Type)

Title _____

Address _____

Telephone No. _____

Fax No. _____

EMAIL ADDRESS _____

Date _____

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. _____ Type _____

Expiration Date _____

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

City of Sacramento Business Operation Tax Certificate No. _____
(City will not award contract if Certificate Number is missing.)

SCHEDULE OF VALUES

REVISED BY ADDENDUM 1- 9-29-15



PROJECT NAME: 19TH AND Q ST. PARK COMMUNITY GARDEN

CONTRACT NO: L19011900

CITY PROJ. NO: L19011900

FUNDING:

CONTRACTOR: x

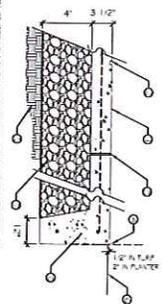
ADDRESS: x

PHONE NO: (916) x

Pay Request Number 1
 Work Performed Thru 1/31/2001
 Date Pay Request was Submitted 2/1/2001
 Number of Contract Days Expended 30

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantities	Previously Paid		This Estimate		Total Work Completed		Balance of Contract	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Temporary Construction Fence to Install	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
2	Clearing and Grubbing	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
3	Demolition	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
4	Erosion Control for projects less than 1 acre	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
5	Construction Staking	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
6	Site Grading	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
7	Aggregate Base to Place	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
8	6" Concrete Flatwork to Construct	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
9	18" Colored Concrete Band to Construct	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
10	Stabilized Decomposed Granite Pavement to Place	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
11	9" Concrete Mow Strip to Construct	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
12	6" Raised Curb to Construct	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
13	Accessible Raised Planter to Construct	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
14	Double Swing Tubular Steel Gates to Install	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
15	4' Wide Arch Gate to Install	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
16	6' High Tubular Steel Fence	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
17	Community Garden Entry Sign	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
18	2" x 4" Trex Header to Place	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
19	Imported Topsoil	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
20	Compost Bins	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
21	8' x 10' Tuff Shed to Install	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
22	Park Rules Sign to Install	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
23	Picnic Tables to Install	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
24	Metal Bug Shapes to Install	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
25	Irrigation Water Tap, Meter and Development Fees	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
26	Automatic Irrigation System	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
27	Hose Bib System to Install	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		

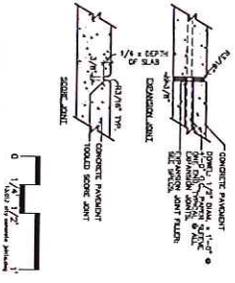
Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantities	Previously Paid		This Estimate		Total Work Completed		Balance of Contract	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
28	Trees to Plant (24" Box)	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
29	Shrub and Groundcover Areas to Plant	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
30	Landscape Weed Fabric to Place	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
31	Bark Mulch to Place	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
32	Plant Establishment (30 Days)	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
33	Leaf Shades to Install	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
34	Concrete Lady Bug to Install	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
35	Chimes to Install	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
36	Message Board to Install	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
A1	Brick Paving to Construct	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
A2	Seat Wall to Construct	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
A3	Concrete Driveway to Construct	1	LS	\$1.00	\$1.00				1.00	\$1.00	1.00	\$1.00		
51	CCO#1												1.00	
35	CCO#2												1.00	\$1.00
36	CCO#3												1.00	\$1.00
37	CCO#4												1.00	\$1.00
					Original Contract Amount	\$36.00								
					CCC Adjusted Contract Amount	\$36.00	Previous Total		Total This Estimate	\$39.00	Total to Date	\$39.00	Balancing Total	\$3.00
							Previously Paid							



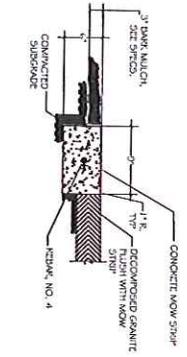
- 1. CONCRETE FINISH WITH A FINISH 1/2" O.C. DOG WALK LOCATED AT MID DEPTH OF
- 2. CONCRETE FINISH WITH A FINISH 1/2" O.C. DOG WALK LOCATED AT MID DEPTH OF
- 3. CONCRETE FINISH WITH A FINISH 1/2" O.C. DOG WALK LOCATED AT MID DEPTH OF
- 4. CONCRETE FINISH WITH A FINISH 1/2" O.C. DOG WALK LOCATED AT MID DEPTH OF
- 5. CONCRETE FINISH WITH A FINISH 1/2" O.C. DOG WALK LOCATED AT MID DEPTH OF
- 6. CONCRETE FINISH WITH A FINISH 1/2" O.C. DOG WALK LOCATED AT MID DEPTH OF
- 7. CONCRETE FINISH WITH A FINISH 1/2" O.C. DOG WALK LOCATED AT MID DEPTH OF
- 8. CONCRETE FINISH WITH A FINISH 1/2" O.C. DOG WALK LOCATED AT MID DEPTH OF
- 9. CONCRETE FINISH WITH A FINISH 1/2" O.C. DOG WALK LOCATED AT MID DEPTH OF
- 10. CONCRETE FINISH WITH A FINISH 1/2" O.C. DOG WALK LOCATED AT MID DEPTH OF

1 CONCRETE FLATWORK
LS NOT TO SCALE

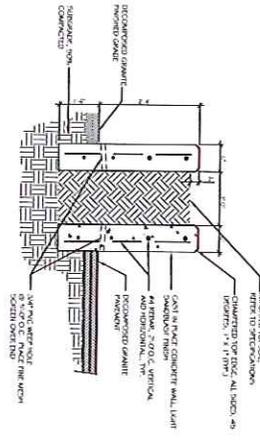
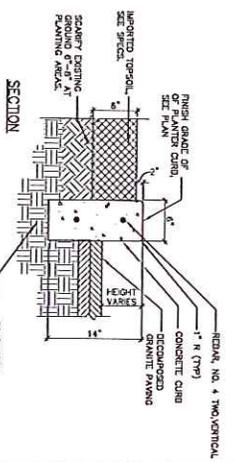
2 CONCRETE JOINTS
LS NOT TO SCALE



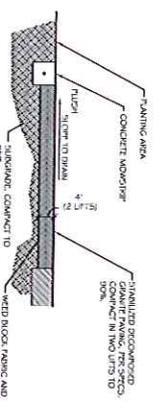
3 4" CONCRETE MONSTRIP
LS NOT TO SCALE



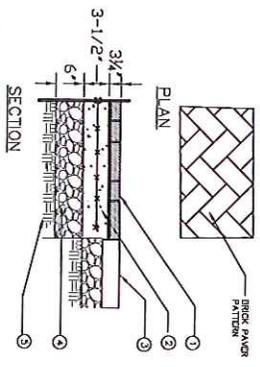
4 6" RAISED CURB
LS NOT TO SCALE



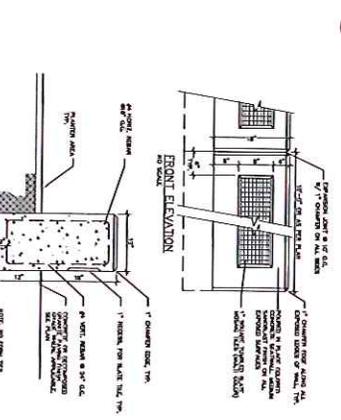
5 ACCESSIBLE RAISED PLANTER
LS NOT TO SCALE



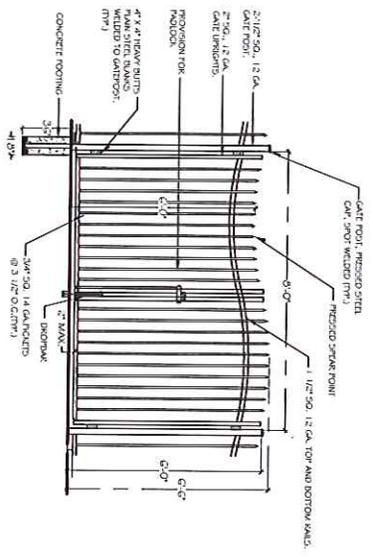
6 DECOMPOSED GRANITE PAVING
LS NOT TO SCALE



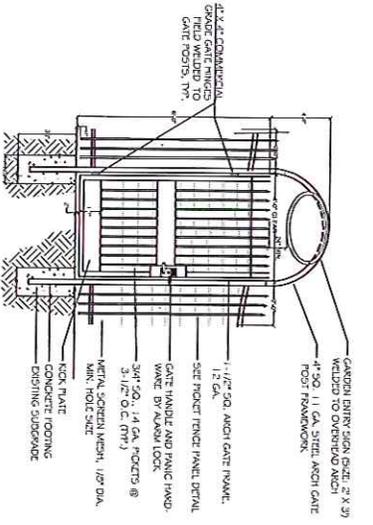
7 BRICK PAVING DETAIL
LS NOT TO SCALE



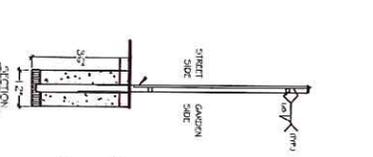
8 CONCRETE SEATWALL
LS NOT TO SCALE



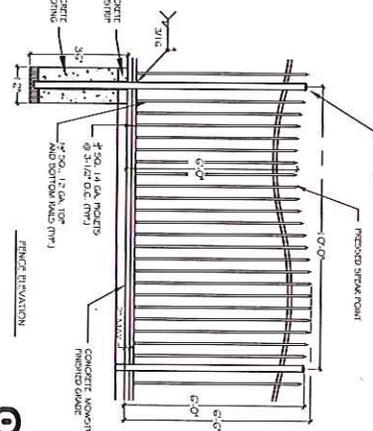
9 8" WIDE DOUBLE GATES
LS NOT TO SCALE



10 4" WIDE SINGLE SWINGS
LS NOT TO SCALE



11 6" TUBULAR STEEL FENCE
LS NOT TO SCALE



Keep this below.
Call before you dig.



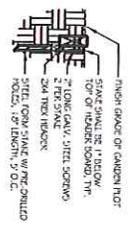
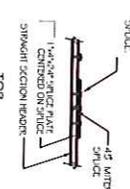
19th and Q Street
Community Garden
REVISED CONSTRUCTION DETAILS



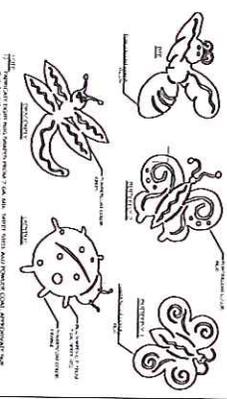
CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
PARK PLANNING & DEVELOPMENT SERVICES
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 3RD FLOOR, SACRAMENTO, CA 95814

LS
SHEET NO.
15 of 6

3" LONG GALV. SCREWS
TYPE 304 AT EACH
STRUCT.

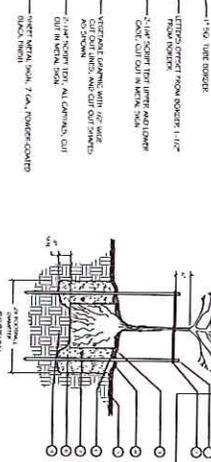
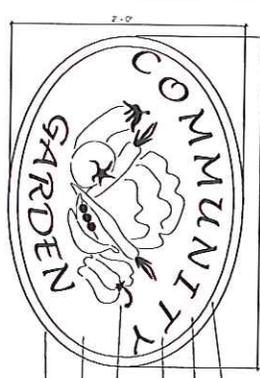


1 TREX HEADER
L6 NOT TO SCALE



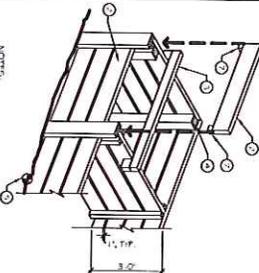
NOTES:
1. BUG SHAPES SHALL BE MADE OF 1/2" THICK POLYURETHANE SHEET.
2. BUG SHAPES SHALL BE MADE OF 1/2" THICK POLYURETHANE SHEET.
3. BUG SHAPES SHALL BE MADE OF 1/2" THICK POLYURETHANE SHEET.
4. BUG SHAPES SHALL BE MADE OF 1/2" THICK POLYURETHANE SHEET.

2 BUG SHAPES
L6 NOT TO SCALE



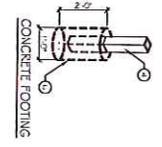
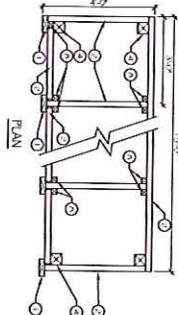
5 GARDEN ENTRY SIGN
L6 NOT TO SCALE

6 TREE PLANTING
L6 NOT TO SCALE

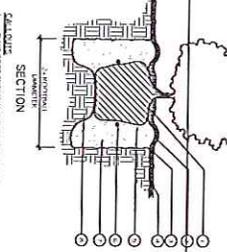
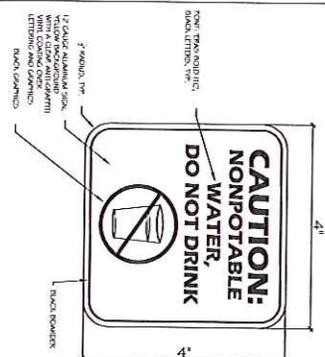


NOTES:
1. 2" X 4" X 8" REDWOOD BOARD, 2" X 4" X 4" METAL, & 2" X 4" X 4" BRACKET SECURED WITH SCREWS.
2. 2" X 4" X 4" METAL, & 2" X 4" X 4" BRACKET SECURED WITH SCREWS.
3. 2" X 4" X 4" METAL, & 2" X 4" X 4" BRACKET SECURED WITH SCREWS.
4. 2" X 4" X 4" METAL, & 2" X 4" X 4" BRACKET SECURED WITH SCREWS.
5. 2" X 4" X 4" METAL, & 2" X 4" X 4" BRACKET SECURED WITH SCREWS.

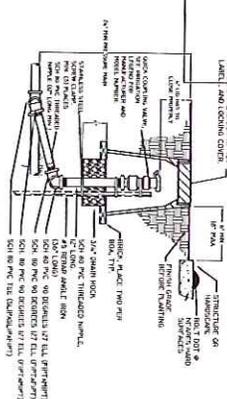
3 COMPOST BIN
L6 NOT TO SCALE



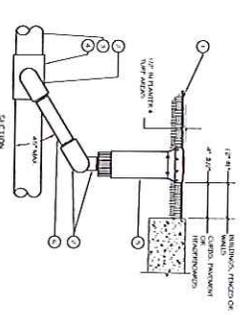
4 DO NOT DRINK SIGN
L6 NOT TO SCALE



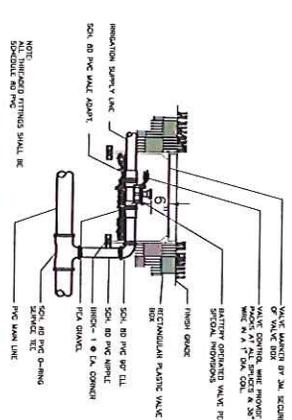
7 SHRUB PLANTING
L6 NOT TO SCALE



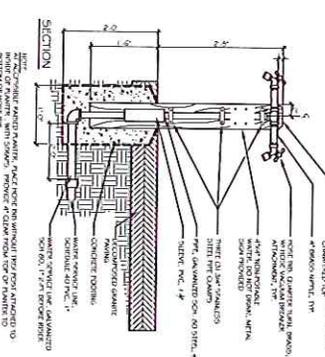
8 QUICK COUPLER
L6 NOT TO SCALE



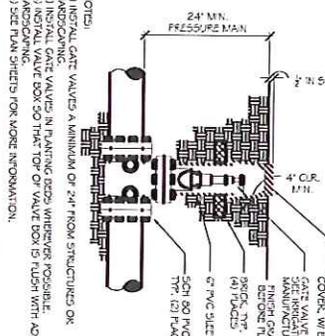
9 SPRAY HEAD
L6 NOT TO SCALE



10 BATTERY OPERATE VALVE
L6 NOT TO SCALE



11 HOSE BIB
L6 NOT TO SCALE



12 GATE VALVE
L6 NOT TO SCALE



19th and Q Street
Community Garden
REVISED CONSTRUCTION DETAILS

CITY OF SACRAMENTO
Parks and Recreation

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

Sheet No. L6 of 6

DATE	2017.05.15
SCALE	AS SHOWN
DESIGNER	A. M. LINDENBAUM
REVISIONS	
APPROVED	
DESIGNED BY	
CHECKED BY	
DATE	
SCALE	
DESIGNER	
REVISIONS	
APPROVED	
DESIGNED BY	
CHECKED BY	
DATE	

CONTRACTOR NAME: PBM CONSTRUCTION INC.

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

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

**19th and Q ST. PARK COMMUNITY GARDEN
 (L19011900)**

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	\$ <u>969⁻</u>	\$ <u>969⁻</u>
2	Clearing and Grubbing	1	LS	\$ <u>9934⁻</u>	\$ <u>9934⁻</u>
3	Demolition	1	LS	\$ <u>7088⁻</u>	\$ <u>7088⁻</u>
4	Erosion Control for projects less than 1 acre	1	LS	\$ <u>2160⁻</u>	\$ <u>2160⁻</u>
5	Construction Staking	1	LS	\$ <u>1661⁻</u>	\$ <u>1661⁻</u>
6	Site Grading	1	LS	\$ <u>8084⁻</u>	\$ <u>8084⁻</u>
7	Aggregate Base to Place	1	LS	\$ <u>3101⁻</u>	\$ <u>3101⁻</u>
8	6" Concrete Flatwork to Construct	1	LS	\$ <u>9159⁻</u>	\$ <u>9159⁻</u>
9	18" Colored Concrete Band to Construct	1	LS	\$ <u>1772⁻</u>	\$ <u>1772⁻</u>
10	Stabilized Decomposed Granite Pavement to Place	1	LS	\$ <u>5094⁻</u>	\$ <u>5094⁻</u>
11	9" Concrete Mow Strip to Construct	1	LS	\$ <u>3949⁻</u>	\$ <u>3949⁻</u>

12	6" Raised Curb to Construct	1	LS	\$ <u>9303⁻</u>	\$ <u>9303⁻</u>
13	Accessible Raised Planter to Construct	1	LS	\$ <u>11068⁻</u>	\$ <u>11068⁻</u>
14	Double Swing Tubular Steel Gates to Install	1	LS	\$ <u>2000⁻</u>	\$ <u>2000⁻</u>
15	4' Wide Arch Gate to Install	1	LS	\$ <u>3000⁻</u>	\$ <u>3000⁻</u>
16	6' High Tubular Steel Fence	1	LS	\$ <u>28000⁻</u>	\$ <u>28000⁻</u>
17	Community Garden Entry Sign	1	LS	\$ <u>1500⁻</u>	\$ <u>1500⁻</u>
18	2" x 4" Trex Header to Place	1	LS	\$ <u>4368⁻</u>	\$ <u>4368⁻</u>
19	Imported Topsoil	1	LS	\$ <u>5582⁻</u>	\$ <u>5582⁻</u>
20	Compost Bins	1	LS	\$ <u>9473⁻</u>	\$ <u>9473⁻</u>
21	8' x 10' Tuff Shed to Install	1	LS	\$ <u>5056⁻</u>	\$ <u>5056⁻</u>
22	Park Rules Sign to Install	1	LS	\$ <u>332⁻</u>	\$ <u>332⁻</u>
23	Picnic Tables to Install	1	LS	\$ <u>3954⁻</u>	\$ <u>3954⁻</u>
24	Metal Bug Shapes to Install	1	LS	\$ <u>7100⁻</u>	\$ <u>7100⁻</u>
25	Irrigation Water Tap, Meter and Development Fees	1	LS	\$ <u>7088⁻</u>	\$ <u>7088⁻</u>
26	Automatic Irrigation System	1	LS	\$ <u>3600⁻</u>	\$ <u>3600⁻</u>
27	Hose Bib System to Install	1	LS	\$ <u>3721⁻</u>	\$ <u>3721⁻</u>
28	Trees to Plant (24" Box)	1	LS	\$ <u>665⁻</u>	\$ <u>665⁻</u>
29	Shrub and Groundcover Areas to Plant	1	LS	\$ <u>1107⁻</u>	\$ <u>1107⁻</u>
30	Landscape Weed Fabric to Place	1	LS	\$ <u>886⁻</u>	\$ <u>886⁻</u>
31	Bark Mulch to Place	1	LS	\$ <u>665⁻</u>	\$ <u>665⁻</u>
32	Plant Establishment (30 Days)	1	LS	\$ <u>1246⁻</u>	\$ <u>1246⁻</u>
33	Leaf Shades to Install	1	LS	\$ <u>12042⁻</u>	\$ <u>12042⁻</u>

34	Concrete Lady Bug to Install	1	LS	\$ 5958 ⁻	\$ 5958 ⁻
35	Chimes to Install	1	LS	\$ 4009 ⁻	\$ 4009 ⁻
36	Message Board to Install	1	LS	\$ 332 ⁻	\$ 332 ⁻
BASE BID SUBTOTAL					\$ 185,026 ⁻

ADDITIVE ALTERNATES BID ITEMS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total
A1	Brick Paving to Construct	1	LS	\$ 8860 ⁻	\$ 8860 ⁻
A2	Seat Wall to Construct	1	LS	\$ 14397 ⁻	\$ 14397 ⁻
A3	Concrete Driveway to Construct	1	LS	\$ 8306 ⁻	\$ 8306 ⁻
ADDITIVE ALTERNATE SUBTOTAL					\$ 31,563. ⁰⁰
BASE BID PLUS ADDITIVE ALTERNATE TOTAL					\$ 216,589 ⁻

CONTRACTOR NAME: PBM CONSTRUCTION INC. TOTAL \$ 216,589⁻

SCHEDULE

If awarded the Contract, the undersigned agrees to sign said Contract and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of the Contract, and to begin work within fifteen (15) days after the issuance of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of ONE HUNDRED (100) WORKING DAYS PLUS A THIRTY (30) CALENDAR DAYS PLANT ESTABLISHMENT PERIOD. The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

DETERMINATION OF LOW BIDDER

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

CORRECTING BID PROPOSAL: In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid Proposal. When such a mathematical error appears on the face of

the Bid Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

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

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

BIDDER'S DECLARATION

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

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

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

Add. #	<u>1</u>	DATE	<u>9.29.2015</u>
Add. #	<u>2</u>	DATE	<u>10.9.2015</u>
Add. #	_____	DATE	_____

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

FOR CITY USE ONLY

BID BOND SECURITY

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

TYPE OF DEPOSIT

- Bid Bond
- Cashier/Certified Check
- Other _____

Initial: ll

CONTRACTOR:

By: 
(Signature)

GREG TORNBERG
(Print or Type)

Title VICE PRESIDENT
Address 4500 YANKEE HILL CT
SUITE A, ROCKLIN CA
Telephone No. 916.316.2114
Fax No. 916.315.2619
EMAIL ADDRESS GREG@PBMCONSTRUCTION.COM
Date 10.12.15

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. 703660 Type A, B

Expiration Date 3.31.17

Tax I.D. Nos.- Fed. 680340720 State CA

City of Sacramento Business Operation Tax Certificate No. TBD
(City will not award contract if Certificate Number is missing.)

**LOCAL BUSINESS ENTERPRISE (LBE)
PARTICIPATION REQUIREMENTS**
(For City Contracts without federal funds)

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 LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% 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 certain contracts of \$100,000 or more as illustrated below.

When Does the LBE Program Apply?

	Contracts Under \$100,000			Contracts \$100,000 or More			
	Supplies / Non-Professional	Professional	Public Projects	Supplies	Non-Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

II. LBE QUALIFICATION

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline 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 areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either :
 - a. a principal business office or workspace; or
 - b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- 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 or equipment 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 or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. 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 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment 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 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 to each LBE subcontractor or supplier.

No 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 the 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 or equipment 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 materials or equipment 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 or equipment 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 the 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. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also 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

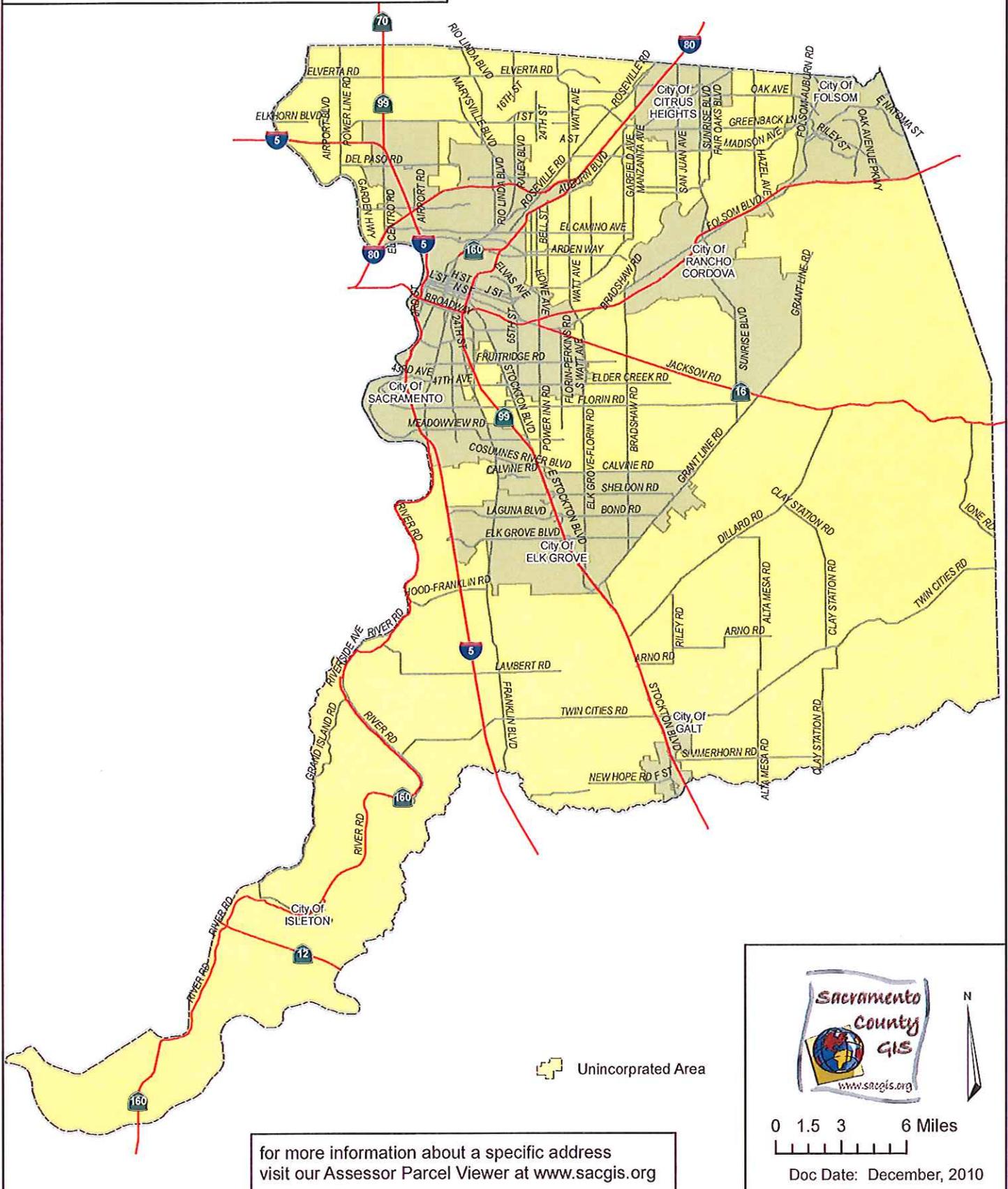
deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the 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 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 facsimile, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by facsimile 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.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

UNINCORPORATED AREAS



KNOW ALL MEN BY THESE PRESENTS:

That we, PBM Construction, Inc.
as Principal, and Western Surety Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at 915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814 up to the hour of 2:00 p.m. on OCTOBER 14, 2015 for the Work specifically described as follows:

**19TH & Q STREET PARK COMMUNITY GARDEN
(L19011900)**

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 WHEREOF We have hereunto set our hands and seal this 13th
day of October 20 15.

PBM Construction, Inc.
(Contractor) (Seal)
By GREG TORBERG
Title VICE PRESIDENT

Western Surety Company
(Surety) (Seal)
By Julie A. Shiroma
Title Julie A. Shiroma, Attorney-in-Fact
Agent Name and Address Warren G. Bender Co.
516 Gibson Drive, Ste. 240, Roseville, CA 95678
Agent Phone # 916-380-5300
Surety Phone # 916-857-2413
California License # 0406967

ORIGINAL APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Placer

On October 13, 2015 before me, Monica A. Hutchison, Notary Public, personally appeared
Date Here Insert Name and Title of the officer

Julie A. Shiroma
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Monica A. Hutchison
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer--Title(s): _____

Corporate Officer--Title(s): _____

Partner- Limited General

Partner- Limited General

Individual Attorney in fact

Individual Attorney in fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint:

Stephen D Bender, David K Johnson, Todd J Sorensen, Edward D Johnson, Monica A Hutchison, Julie A Shiroma, Individually

of Roseville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to, and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2015.



WESTERN SURETY COMPANY

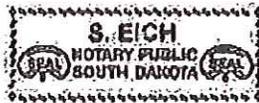
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } 88

On this 2nd day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of October, 2015.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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:

703660 A, B 3.31.17

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

Yes

No

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

Yes

No

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

Yes

No

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

6. Answer either subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

Yes

No

Not applicable

OR

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

Yes

No

Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

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

Yes

No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes

No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: $(N/EH) \times 200,000$, where

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)

EH = total hours worked by all employees during the calendar year

200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes

No

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

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at ROCKLIN - CA, on 10.12.15.
(Location) (Date)

Signature:  _____

Print name: GREG TORNBERG

Title: V.P.

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.

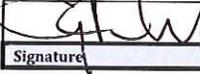
Prime Contractor Name	PBM CONSTRUCTION INC.	Date	10.14.15
Prime Contractor Address	4500 YANKEE HILL CT SUITE A ROCKLIN CA 95677	Bid Amount	\$ 216,589 ⁵
(REQUIRED) Prime Contractor DIR Registration #	100002535	Is Prime LBE?	Yes <input type="radio"/> No <input checked="" type="radio"/>

Business Name	License Number	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
TEICHERT REDIMIX		TBD	Yes <input checked="" type="radio"/>	REDI MIX & AGGREGATES	\$ 12,000. ⁰⁰
Address	3500 AMERICAN RIV. DR.		No <input type="radio"/>		\$ 8,000.⁰⁰
City, State, Zip	SACRAMENTO 95864				
Contact Person					
Phone	916.484.3385				
PISOR FENCE		100003166	Yes <input type="radio"/>	FENCING	\$ 50,000. ⁰⁰
License Number	316128		No <input type="radio"/>		
Address					
City, State, Zip	CITRUS HEIGHTS				
Contact Person					
Phone					
			Yes <input type="radio"/>		\$
Business Name			No <input type="radio"/>		
License Number					
Address					
City, State, Zip					
Contact Person					
Phone					

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:

	UP / SEC	10.14.15
Signature	Title	Date

Form Revised
3/9/15

B16190021006

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 20__, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **PBM CONSTRUCTION, INC., 4500 YANKEE HILL COURT, SUITE A, ROCKLIN, CA**("Contractor") in the amount of : **Two Hundred Sixteen Thousand, Five Hundred Eighty Nine Dollars and no cents (\$216,589.00).**

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:

**19TH & Q STREET PARK COMMUNITY GARDEN
(L19011900)**

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

THREE 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.

F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

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 THIRTY (30) WORKING DAYS PLUS THIRTY (30) CALENDAR DAYS PLANT ESTABLISHMENT from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the

unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any

other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

- A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

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

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

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

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may

be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

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 the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

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 or carried

by the Contractor in connection with this Contract.

A. Minimum Scope & 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, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, 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 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 accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

No automobile liability insurance shall be required if Contractor completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” _____
(Contractor initials)

- (3) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the City.

No Workers’ Compensation insurance shall be required if Contractor completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.” _____
(Contractor initials)

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 and its subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its subcontractors.
- (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, including excess insurance, 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:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

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 named in Exhibit A. 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) For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Contract approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:

CertsOnly-Portland@ebix.com

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

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

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution

and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

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

23. EXTENSION OF TIME

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

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of

the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

- A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- C. For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

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

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

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work,

waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

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

30. SURETIES' OBLIGATIONS UPON TERMINATION

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

- A. The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.
- B. The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

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

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

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

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

CONTRACTOR

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

DATE 10.26.2015

BY 
GREG TORNBERG

Print Name
VICE PRES. / SEC.
Title

BY 
DAYE LANDRY JR.

Print Name
PRES

Title
680340720

Federal ID#

C1913736
State ID#

31750

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: _____)

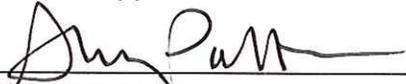
CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____

For: John F. Shirey, City Manager

Original Approved As To Form:


City Attorney

Attest:

City Clerk

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Bond No.: 58725620
Premium: \$4,249
Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to **PBM CONSTRUCTION, INC., 4500 YANKEE HILL COURT, SUITE A, ROCKLIN, CA:**

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

**19TH & Q STREET PARK COMMUNITY GARDEN
(L19011900)**

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):*

Western Surety Company, 8880 Cal Center Drive, Suite 410, Sacramento, CA 95826,
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:

Two Hundred Sixteen Thousand, Five Hundred Eighty Nine Dollars and no cents (\$216,589.00), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 30, 20 15.

PBM Construction, Inc.

(Contractor) (Seal)
By [Signature]
Title VICE PRESIDENT

Western Surety Company

(Surety) (Seal)
By [Signature]
Title Julie A. Shiroma, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]
City Attorney

Agent name & Address Warren G. Bender Co.
516 Gibson Drive, Suite 240, Roseville, CA 95678
Agent Phone # (916) 380-5300
Surety Phone # (916) 857-2413
California License # 0406967

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Placer }

On October 30, 2015 before me, Jason Michael Theis, Notary Public, personally appeared
Date Here Insert Name and Title of the officer

Julie A. Shiroma,
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal
Signature: Jason Michael Theis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer--Title(s): _____

Corporate Officer--Title(s): _____

Partner- Limited General

Partner- Limited General

Individual Attorney in fact

Individual Attorney in fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Stephen D Bender, David K Johnson, Todd J Sorensen, Edward D Johnson, Monica A Hutchison, Julie A Shiroma, Individually

of Roseville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2015.



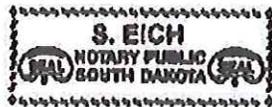
WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of July, 2015, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 30th day of October, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

**CITY OF SACRAMENTO
PAYMENT BOND**

Bond No.: 58725620
Premium: Included

Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: **PBM CONSTRUCTION, INC., 4500 YANKEE HILL COURT, SUITE A, ROCKLIN, CA** hereinafter called Contractor, a contract for construction of:

**19TH & Q STREET PARK COMMUNITY GARDEN
(L19011900)**

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*):

Western Surety Company, 8880 Cal Center Drive, Suite 410, Sacramento, CA 95826, 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 **Two Hundred Sixteen Thousand, Five Hundred Eighty Nine Dollars and no cents (\$216,589.00)**, on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 30, 20 15.

PBM Construction, Inc.

(Contractor) (Seal)
By [Signature]
Title VICE PRESIDENT

Western Surety Company

(Surety) (Seal)
By [Signature]
Title Julie A. Shiroma, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]

City Attorney

Agent name & Address Warren G. Bender Co.
516 Gibson Drive, Suite 240, Roseville, CA 95678
Agent Phone # (916) 380-5300
Surety Phone # (916) 857-2413
California License # 0406967

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Placer }

On October 30, 2015 before me, Jason Michael Theis, Notary Public, personally appeared
Date Here Insert Name and Title of the officer

Julie A. Shiroma,
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal,
Signature: Jason Michael Theis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Stephen D Bender, David K Johnson, Todd J Sorensen, Edward D Johnson, Monica A Hutchison, Julie A Shiroma, Individually

of Roseville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of July, 2015.



WESTERN SURETY COMPANY

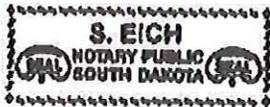
Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of July, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of October, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED BLANKET – PRIMARY AND YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
Name of Person or Organization:	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".
- B.** If you are required by a written contract to provide primary insurance, this policy shall be primary and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

This endorsement effective 2/28/2015
 forms part of Policy Number LHA138122
 issued to PBM CONSTRUCTION INC.
 by Landmark American Insurance Company

This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

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

This endorsement effective 2/28/2015
forms part of Policy Number LHA138122
issued to PBM CONSTRUCTION INC.
by Landmark American Insurance Company

COMMERCIAL AUTO

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

As required in written contract

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in SECTION II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

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: 01/01/2015

Policy No. 7600014173151

Endorsement No. 001

Insured: PBM Construction Inc.

Premium \$ INCL.

Insurance Company: Everest National Insurance Company

Countersigned By: _____

- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved. From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

WORKER'S COMPENSATION CERTIFICATION

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

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

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

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

DATE: 10.20.2015

Contractor PBM CONSTRUCTION INC.
GREG TORNERBERG

By  Signature

SCHEDULE OF VALUES

REVISED BY ADDENDUM 1 - 9-29-15

PROJECT NAME: 19TH AND Q. ST. PARK COMMUNITY GARDEN

CONTRACT NO:

CITY PROJ. NO: L19011900

FUNDING:

CONTRACTOR: PBM CONSTRUCTION

ADDRESS: 4500 YANKEE HILL COURT, SUITE A

ROCKLIN, CA

PHONE NO: (916) 316.2114



Pay Request Number	1
Work Performed Thru	1/31/2001
Date Pay Request was Submitted	2/1/2001
Number of Contract Days Expended	30

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantities	Previously Paid		This Estimate		- Total Work Completed		Balance of Contract	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Temporary Construction Fence to Install	1	LS	\$969.00	\$969.00				1.00	\$969.00	1.00	\$969.00		
2	Clearing and Grubbing	1	LS	\$9,934.00	\$9,934.00				1.00	\$9,934.00	1.00	\$9,934.00		
3	Demolition	1	LS	\$7,088.00	\$7,088.00				1.00	\$7,088.00	1.00	\$7,088.00		
4	Erosion Control for projects less than 1 acre	1	LS	\$2,160.00	\$2,160.00				1.00	\$2,160.00	1.00	\$2,160.00		
5	Construction Staking	1	LS	\$1,661.00	\$1,661.00				1.00	\$1,661.00	1.00	\$1,661.00		
6	Site Grading	1	LS	\$8,084.00	\$8,084.00				1.00	\$8,084.00	1.00	\$8,084.00		
7	Aggregate Base to Place	1	LS	\$3,101.00	\$3,101.00				1.00	\$3,101.00	1.00	\$3,101.00		
8	6" Concrete Flatwork to Construct	1	LS	\$9,159.00	\$9,159.00				1.00	\$9,159.00	1.00	\$9,159.00		
9	18" Colored Concrete Band to Construct	1	LS	\$1,772.00	\$1,772.00				1.00	\$1,772.00	1.00	\$1,772.00		
10	Stabilized Decomposed Granite Pavement to Place	1	LS	\$5,094.00	\$5,094.00				1.00	\$5,094.00	1.00	\$5,094.00		
11	9" Concrete Mow Strip to Construct	1	LS	\$3,949.00	\$3,949.00				1.00	\$3,949.00	1.00	\$3,949.00		
12	6" Raised Curb to Construct	1	LS	\$9,303.00	\$9,303.00				1.00	\$9,303.00	1.00	\$9,303.00		
13	Accessible Raised Planter to Construct	1	LS	\$11,068.00	\$11,068.00				1.00	\$11,068.00	1.00	\$11,068.00		
14	Double Swing Tubular Steel Gates to Install	1	LS	\$2,000.00	\$2,000.00				1.00	\$2,000.00	1.00	\$2,000.00		
15	4' Wide Arch Gate to Install	1	LS	\$3,000.00	\$3,000.00				1.00	\$3,000.00	1.00	\$3,000.00		
16	6' High Tubular Steel Fence	1	LS	\$28,000.00	\$28,000.00				1.00	\$28,000.00	1.00	\$28,000.00		
17	Community Garden Entry Sign	1	LS	\$1,500.00	\$1,500.00				1.00	\$1,500.00	1.00	\$1,500.00		
18	2" x 4" Trex Header to Place	1	LS	\$4,368.00	\$4,368.00				1.00	\$4,368.00	1.00	\$4,368.00		
19	Imported Topsoil	1	LS	\$5,582.00	\$5,582.00				1.00	\$5,582.00	1.00	\$5,582.00		
20	Compost Bins	1	LS	\$9,473.00	\$9,473.00				1.00	\$9,473.00	1.00	\$9,473.00		
21	8' x 10' Tuff Shed to Install	1	LS	\$5,056.00	\$5,056.00				1.00	\$5,056.00	1.00	\$5,056.00		
22	Park Rules Sign to Install	1	LS	\$332.00	\$332.00				1.00	\$332.00	1.00	\$332.00		
23	Picnic Tables to Install	1	LS	\$3,954.00	\$3,954.00				1.00	\$3,954.00	1.00	\$3,954.00		
24	Metal Bug Shapes to Install	1	LS	\$7,100.00	\$7,100.00				1.00	\$7,100.00	1.00	\$7,100.00		
25	Irrigation Water Tap, Meter and Development Fees	1	LS	\$7,088.00	\$7,088.00				1.00	\$7,088.00	1.00	\$7,088.00		
26	Automatic Irrigation System	1	LS	\$3,600.00	\$3,600.00				1.00	\$3,600.00	1.00	\$3,600.00		
27	Hose Bib System to Install	1	LS	\$3,721.00	\$3,721.00				1.00	\$3,721.00	1.00	\$3,721.00		

Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantities	Previously Paid		This Estimate		Total Work Completed		Balance of Contract	
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
28	Trees to Plant (24" Box)	1	LS	\$665.00	\$665.00			1.00	\$665.00	1.00	\$665.00			
29	Shrub and Groundcover Areas to Plant	1	LS	\$1,107.00	\$1,107.00			1.00	\$1,107.00	1.00	\$1,107.00			
30	Landscape Weed Fabric to Place	1	LS	\$886.00	\$886.00			1.00	\$886.00	1.00	\$886.00			
31	Bark Mulch to Place	1	LS	\$665.00	\$665.00			1.00	\$665.00	1.00	\$665.00			
32	Plant Establishment (30 Days)	1	LS	\$1,246.00	\$1,246.00			1.00	\$1,246.00	1.00	\$1,246.00			
33	Leaf Shades to Install	1	LS	\$12,042.00	\$12,042.00			1.00	\$12,042.00	1.00	\$12,042.00			
34	Concrete Lady Bug to Install	1	LS	\$5,958.00	\$5,958.00			1.00	\$5,958.00	1.00	\$5,958.00			
35	Chimes to Install	1	LS	\$4,009.00	\$4,009.00			1.00	\$4,009.00	1.00	\$4,009.00			
36	Message Board to Install	1	LS	\$332.00	\$332.00			1.00	\$332.00	1.00	\$332.00			
A1	Brick Paving to Construct	1	LS	\$8,860.00	\$8,860.00			1.00	\$8,860.00	1.00	\$8,860.00			
A2	Seat Wall to Construct	1	LS	\$14,397.00	\$14,397.00			1.00	\$14,397.00	1.00	\$14,397.00			
A3	Concrete Driveway to Construct	1	LS	\$8,306.00	\$8,306.00			1.00	\$8,306.00	1.00	\$8,306.00			
51	CCO#1											1.00		
35	CCO#2											1.00	\$1.00	
36	CCO#3											1.00	\$1.00	
37	CCO#4											1.00	\$1.00	
					Original Contract Amount	\$216,589.00			Total This Estimate	\$216,589.00	Total to Date	\$216,589.00	Balancing Total	\$3.00
					CCO Adjusted Contract Amount	\$216,589.00	Previous Total							
							Previously Paid							

GUARANTEE

We hereby guarantee the: **19TH & Q STREET PARK COMMUNITY GARDEN
(L19011900)**

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: 10.26.2015

Signed:



GREG TORNBERG

Printed Name

PBM CONSTRUCTION INC.

Company

4500 YANKEE HILL CT STE A

Address

ROCKLIN CA 95677

B16190021006

SPECIAL PROVISIONS

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SPECIAL PROVISIONS FOR

19th AND Q ST. PARK COMMUNITY GARDEN DEVELOPMENT (L19011900)

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of 19TH AND Q St. Park Community Garden, in Sacramento. The improvements will consist of demolition, grading, irrigation system, landscaping, concrete walkways and curbs, special pavement, decomposed granite paving, tubular steel fencing, irrigation, landscaping and site furniture.

B. COMPLETION TIME

The time for the completion of all work is THIRTY (30) Working Days plus THIRTY (30) 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>
Aggregate Base	X		X
Concrete Mix	X		
Expansion Joint Material	X		
Concrete Color	X		
Stabilized Decomposed Granite	X		X
Brick	X		X
Trex Header	X		
Picnic Table	X		
Compost Bin	X		
Shed	X		
Concrete Seawall	X		
Accessible Raised Planter	X		
6' Tubular Steel Fence		X	
4' Wide Arch Gate		X	
8' Wide Double Gates			
Community Garden Entry Sign		X	
Metal Bug Shapes		X	
Gate Valve	X		
Hose Bibs	X	X	
Valve Boxes & Lids	X		
Spray Heads	X		
Main and Domestic Water Line	X		
PVC Pipe Fittings	X		
Solvent Weld for PVC	X		
Swing Joint Assemblies	X		
Irrigation Piping	X		

Control Wire & Connectors	X		
Imported Topsoil	X		X
Pre-emergent	X		
Bark Mulch	X		X
Plant Materials and Trees	X		
Concrete Ladybug	X		
Chimes	X		
Message Board	X		
Leaf Shades	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 municipal projects. 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 FM440.

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

- Y. All publicly bid projects are subject to Performance and Payment Bonds.
- Z. California Business and Professions Code, Section 7059 states that the Public Works agency has the authority to select classifications for the project.
- AA. Urgency Legislation SB 854 Passed by California Legislature JULY 10, 2014

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

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

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

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

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

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

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

monitoring and enforcement of prevailing wage laws, and the enforcement of Labor Code violations on public works projects by the DIR.

II. ITEMS OF THE BASE BID PROPOSAL

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 – 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. 3 – 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. Concrete Sidewalk shall be removed as shown on the plans.
- B. Chain Link Fence shall be removed in the location shown on the plans, including concrete footings.
- 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. 4 - Erosion Control for Projects Less than 1 acre

This item shall consist of Erosion and Sediment Control at the locations indicated on the plans in conformance with Sections 13 and 16 and details Q-10 through Q-90 of the Standard Specifications, these Special Provisions, and regulations contained in the National Pollution Discharge Elimination System (NPDES) Storm water permit issued to the City.

- A. Guidelines of the City of Sacramento "Administrative and Technical procedures manual for grading and erosion and sediment control" shall be implemented by the Contractor.
- B. Construction Site shall be prepared by the Contractor prior to the onset of any storm. Contractor shall ensure to have all erosion and sediment control measures are in place for the winter months prior to October 1.
- C. Dust Control: The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statues which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Landscape Architect to eliminate the nuisance of blowing dust without causing sediment, debris or litter to enter the City storm drain system.
- D. Erosion, Sediment, and Pollution Control The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

The Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable:

- 1. Filter Bags in Gravel Bags around any storm drain inlets which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drains inlet protection BMPs can be used with approval of the Landscape Architect.
- 2. Covering of materials piles and/or gravel berks (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.
- 3. Gutter flow lines are to be kept unimpeded and free of soil, debris and construction materials at all times.
- 4. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.

5. Silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt.

Wash water, slurry and sediment from concrete or asphalt saw cutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Landscape Architect.

The Contractor is required to implement, at a minimum, the following housekeeping practices: site cleanup, solid waste management, material storage and delivery area, concrete waste management, and spill prevention and control.

1. Site Cleanup: The Contractor shall keep the project site clean and free of dust, mud, and debris resulting from the Contractor's operations. Daily clean up throughout the project shall be required as the Contractor progresses with the work. Extra precautions and clean-up efforts shall be made prior to weekends and holidays.

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

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

2. Solid Waste Management: Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist on a daily basis, clear site of trash including organic debris, packaging materials, scrap or surplus material as well as domestic waste.
3. Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.
4. Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system. If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of.
5. Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and

cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

- E. Drawing Document Plan may not cover all the situations that arise during construction due to unanticipated field conditions. Changes to the erosion and sediment control plan shall be made to meet field conditions only with the approval of or at the direction of the Landscape Architect.
- G. Exposed soils that are present, the Contractor shall promptly replant the area with native compatible, drought-resistant vegetation. No areas shall be left exposed over the winter season.
- H. Stabilized Construction Entrance shall be installed by the Contractor prior to the commencement of grading. Location of the entrance may be adjusted by the Contractor to facilitate grading operations. All construction traffic entering the paved road must cross the stabilized construction entrance. The stabilized construction entrance shall remain in place until the road base rock course is completed. All sediment deposited on paved roadways shall be swept at the end of each working day or as necessary.
- I. Fiber Rolls shall be placed around all new and existing drainage structure openings immediately after the structure opening is constructed. All fiber rolls shall be maintained and remain in place until construction is completed.
- J. Housekeeping Practices shall be implemented as follows:
 - 1. Material Delivery and Storage Area shall be designed and provided with a secondary containment method, as with berms. Store material on pallets and provide covering for soluble materials. Relocate storage area into building shell when possible. Inspect area weekly.
 - 2. Concrete Waste Area shall be designated and provide for a temporary bermed pit to be used for concrete truck washout. Dispose of hardened concrete offsite. At no time shall a concrete truck dump its waste and clean its truck into the City storm drains via curb and gutter. Inspect daily to control runoff, and weekly for removal of hardened concrete.
 - 3. Paint and Painting Supplies instructions shall be given to employees and subcontractors regarding reduction of pollutants including material storage, use, and clean up. Inspect site weekly for evidence of improper disposal.
 - 4. Vehicle Fueling, Maintenance and Cleaning shall be located in a designated area with a secondary containment, as with berms. Do not allow mobile fueling of equipment. Provide equipment with drip pans. Restrict on-site maintenance and cleaning of equipment to a minimum. Inspect area weekly.
 - 5. Hazardous Waste Management instructions shall be given to all employees to prevent the discharge of pollutants from hazardous wastes to the drainage system through proper material use, and waste disposal. Hazardous waste products commonly found on-site include but are not limited to paints & solvents, petroleum products, fertilizers, herbicides & pesticides, soil stabilization products, asphalt products, and concrete curing products.

Throughout the duration of the project the Contractor will be required to inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. The contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control available at 1395 35th Avenue, Sacramento, CA 95822.

Erosion, sediment and pollution control plan has been prepared. The plan includes a description of all erosion, sediment and other pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be reviewed with the Landscape Architect a minimum of 48 hours prior to start of the work. The Contractor will not be allowed to begin work until an accepted ESC Plan is on file with the Landscape Architect. The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Landscape Architect.

- K. **Enforcement:** Per City Code Sections 15.88, 13.16 and 1.28, the Contractor shall be subject to Notices of Violation (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to \$4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, the Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to \$10,000 per day for non-compliance. The Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against the Contractor, of the Agreement.

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

Item No. 5 – Construction Staking

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

- A. **Staking:**

1. Vertical control is established by the bench mark indicated on the drawings.

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

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

Item No. 6 – Site Grading

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

A. Layout of Work:

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

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

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

D. Planter Areas adjacent to paved areas shall be graded so that after settlement, the soil will be two inches (2") below the top of adjacent pavement, curbs or mowstrip.

E. Site Grading shall be approved by the Landscape Architect upon completion of grading operations and prior to beginning landscape planting.

F. Excavation Grading shall include removal of soil as required to construct concrete walkways and aggregate base, decomposed granite paving, curbing, mow strips, concrete pads, and planted areas. All excavated soil may be used in grading operations or placed outside of project limits within the site park 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 Site Grading as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 7 – Aggregate Base to Place

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

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

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

Item No. 8 - Concrete Flatwork to Construct

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

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius
- C. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.
- D. Test Panel shall be **required** and shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 36" X 36" X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.
- E. Reinforcement shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

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

Item No. 9 – 18" Colored Concrete Band to Construct

This item shall consist of furnishing materials and constructing the 18" Colored Concrete Band as shown on the plans in conformity with Sections 10, 19, 24, and 38 of the Standard Specifications and as amended by these Special Provisions and the manufacturer's specifications.

- A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Flatwork Colored Concrete: Davis Colors manufactured by Davis Colors; phone 213-269-7311. Pigments shall contain pure, concentrated mineral pigments especially processed for mixing into concrete and complying with ASTM C979. If pigments are to be added to mix at the project site, furnish pigments in pre-measured Mix-Ready disintegrating bags.
- C. Flatwork Color: Color shall be as shown on the plans by Davis Colors or approved equal. Submit sample chip of specified color indicating pigment number and required dosage rate. Pigment as necessary to match color sample in Davis Colors Concrete Color Selector chart. Mix in accordance with manufacturer's instructions. Mix until pigments are uniformly dispersed throughout mixture.
- D. Curing Compound for Colored Concrete: Provide W-1000 Clear Cure & Seal manufactured by Davis Colors or approved equal. Apply curing compound for colored concrete in accordance with manufacturer's instructions.
- E. Water-based Sealant shall be Okon, or approved equal, and applied to all Stamped Concrete surfaces in accordance with the manufacturer's specifications.
- F. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius. Score joints shall be one inch (1") deep.
- G. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.
- H. Test Panel shall be **required** and poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 18" X 3' X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Landscape Architect forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. The concrete sealer shall be applied to one half of test panel. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.

- I. Subgrade shall conform to Sections 19 and 14-7 of the Standard .
- J. Dowel Reinforcement shall be done where new paving meets existing paving as shown on the plans. This item shall conform to Standard Specifications Section 24-11, 10-23 and 21.
- K. Reinforcement shall be as shown on the plans and conform to Sections 10-23 and 21 of the Standard Specifications.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the 18" Colored Concrete Band as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 10 - Stabilized Decomposed Granite Pavement

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

- A. Decomposed Granite: Decomposed granite, hereafter referred to as "DG", shall be Gold Track Fines as available from Granite Construction Co., Felton Quarry, Felton, CA 95018, (831) 335-3445, or "Butte" crushed rock fines, distributed by CL Smith, Woodland, CA (9530) 662-2633, or approved equal.
- B. Submittal: Prior to placement of decomposed granite the Contractor shall submit a product sample and material summary sheet to the Project Landscape Architect a representative sample of decomposed granite for use on this project for approval. No decomposed granite shall be placed prior to receiving the Project Landscape Architect's approval.
- C. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- D. Cement: Portland cement shall be DTSS Type II Modified added to the DG at the ratio of 12-15 lbs. per ton of decomposed aggregate.
- E. Mixes: The quantity of water added to the mixture shall be adjusted to the absolute minimum required to permit uniform mixing. The materials shall be mixed in a drum-type mixer on the job or at a central mixing plant. The Contractor shall provide the Engineer sufficient notice of his intent to begin mixing so that the Engineer can provide inspection of the batching and mixing operation.
- F. 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.
- G. Metal Anchor Pins shall be by Dewitt or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.
- H. Test Sample: Provide a 10' by specified width as a test sample, to be approved prior to

installation. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test sample. If the test is found to be unsatisfactory by the City, additional test samples shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test sample shall be the same as those used throughout the installation of stabilized decomposed granite paving.

- I. Installation: Evenly spread prepared crushed granite fines/binder material according to plans in two inch (2") lifts on prepared sub-grade. Grade and smooth decomposed granite material, thoroughly water entire area to a uniformly moisture. Roll each lift with a 2000 to 4000 lbs. static drum roller to form a uniform, smooth surface. Compact each lift to 95%. Do not use vibratory plate compactor or vibration function on roller as vibration separates large aggregate particles.

Upon completion of the final lift, fill any depressions, holes or divots and reroll using the above process.

Allow sufficient curing period of +/- 48 hours prior to use. Take all precautions to protect completed work from traffic until completely dry. Rake off any crusted cement on top of surface and repair or replace all damaged areas due to tire ruts, erosions, compaction failure, etc. until the project is accepted.

- J. Finish: The finished surface of the paving shall firm, stable and smooth and even, with a consistent grade, with no high or low points. The paving shall be flush with adjacent concrete containment edge.

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

Item No 11 – 9" Concrete Mow Strip to Construct

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

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

- E. Expansion Joints and Score lines shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints shall be place at 20' O.C., and score lines at 10' O.C.

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

Item No. 12 - 6" Raised Curb to Construct

This item shall consist of constructing 6" Raised Curb as shown on the plans in conformance with Sections 10, 19, 24 and 38 of the Standard Specifications and these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "D", conforming to Section 10-5 of the Standard Specifications.
- B. Subgrade shall have a relative compaction of 85%. Subgrade shall be uniformly damp and free from standing water.
- C. Finish shall be broomed parallel to the curb edge with a medium finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans. Do not dampen brooms. Protect adjacent finished surfaces from splatters. Do not add water to concrete at job site, fog or spray surface with water, or put onto tools or brooms.
- D. Expansion & Score Joints shall conform to Section 24-3 of the Standard Specifications with the exception of the following. Expansion joints shall be three eighth inch (3/8") asphaltic felt installed in conformance with Section 24 of the Standard Specifications. Score joints shall be one inch (1") deep and shall be edged to a three-eighths inch (3/8") radius. Expansion joints shall be place at 20' O.C. and score joints shall be placed at 10' O.C.

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

Item No. 13 – Accessible Raised Planters to Construct

This item shall consist of constructing Accessible Concrete Plots as shown on the plans in conformance with Sections 10, 19, 24 and 38 of the Standard Specifications and these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "D", conforming to Section 10-5 of the Standard Specifications.
- B. Subgrade shall have a relative compaction of 85%. Subgrade shall be uniformly damp and free from standing water.
- C. Reinforcement shall be as shown on the plans.

- D. Finish shall be broomed parallel to the curb edge with a medium finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans. Do not dampen brooms. Protect adjacent finished surfaces from splatters. Do not add water to concrete at job site, fog or spray surface with water, or put onto tools or brooms.
- E. Expansion & Score Joints shall conform to Section 24-3 of the Standard Specifications with the exception of the following. Expansion joints shall be three eighth inch (3/8") asphaltic felt installed in conformance with Section 24 of the Standard Specifications. Score joints shall be one inch (1") deep and shall be edged to a three-eighths inch (3/8") radius. Expansion joints shall be place at 10' O.C.
- F. PVC Weep Holes shall be installed as shown on the plans and detail thereon.

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

Item No. 14 - Double Swing Tubular Gates to Install

This item shall consist of furnishing and installing 8' wide double swing tubular steel gates with padlock provision as shown on the plan in conformance with these Special Provisions.

- A. Tubular Steel Gate - All steel tubing shall be A.S.T.M. A-513. Structural tubing shall be A.S.T.M. A-500 gr. B. Flats, bars, shapes, A.S.T.M. A-36. All welds full penetrating and continuous. All surface welds ground smooth.
- B. Post – Gate posts shall be as shown on the plans.
- C. Gate shall be shall be as shown on the plans.
- D. Gate Frame shall be as shown on the plans.
- E. Pickets shall be as shown on the plans.
- G. Heavy Duty Ball Bearing Hinges – shall be by Builder Fence Company, Inc. square type ball bearing hinge model number 83391 or approved equal. Hinge shall be installed per the manufacturer's specifications.
- H. Hardware Materials – see detail for information.
- J. Hinges – Industrial grade ball bearing hinges and self-closing, spring loaded hinge. See detail for additional information.
- K. Finish shall be black powder-coated. All field cuts and welds shall be painted with one coat of primer and two coats of black enamel paint to match fence finish. Refer to fence detail.

- L. Concrete Footings shall be installed as specified on the plans and shall be Class "C" or "D" Portland Cement Concrete, conforming to Paragraph 10-1/5 of the Standard Specifications.

Payment shall be made at the lump sum price bid and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete Double Swing Tubular Gates to Install as shown on the plan and as specified in these Special Provision and directed by the Landscape Architect.

Item No 15 – 4' Wide Arch Gate to Install

This item shall consist of furnishing and installing a 4' wide single swing tubular steel arch gate with keypad lock as shown on the plan in conformance with these Special Provisions.

- A. Tubular Steel Fence – All steel tubing shall be A.S.T.M. A-513. Structural tubing shall be A.S.T.M. A-500 gr. B. Flats, bars, shapes, A.S.T.M. A-36. All welds full penetrating and continuous. All surface welds ground smooth.
- B. Posts – Line, corner and gateposts shall be 2 1/2" square posts. For post footing see Plans.
- C. Horizontal Rails shall be 1-1/2" square 12 gauge tube steel.
- D. Vertical Pickets shall be 3/4" tube steel spaced @ 3 1/2" on center.
- E. Gate Sizes shall be 10'-0" clear across for double gate with 4'-9" wide per gate. 4'-0" clear for single pedestrian gate.
- F. Gate Frame to be 1 1/2" square 12 gauge tubular steel.
- G. Gate Latch shall be as shown on details.
- H. Gate Hinge shall be heavy duty, commercial grade ball bearing and self-closing, spring loaded hinge structurally capable of supporting gate leaf and allow opening and closing without binding by Builder Fence Company, Inc. model number 83391 or approved equal.
- I. Self-Closing Gate Closure shall be heavy duty outdoor hydraulic gate closure. The Contractor shall submit a cut sheet with the product information / specification for approval by the Landscape Architect.
- J. Perforated Metal – Perforated metal shall be item no. **85006** by Builders Fence Company or approved equal, large hole (3/32"), 5/32" staggered centers, 24 gauge thickness, and welded to fence as shown on the plan.

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- K. Finish – Furnish all primer, paint, and other finishes as shown and specified. After fabrication, all materials to be power-washed in a phosphoric acid solution, dried, and receive two coat shop primer and two coats gloss black enamel, equal to Rustoleum.

1. The paint manufacturer Standard Specification will be considered as the minimum standard for the work.
 2. Provide sample finishes on the actual surface to be painted. Approved samples will become standard.
 3. Submit a complete list of all materials proposed for use.
 4. All materials shall be "first line" or best quality as manufactured by Kelly-Moore, Sherwin Williams, Fuller-O'Brian, or approved equal.
 5. Painting and Finishing schedule. Shall be as shown on the plans.
 6. Apply all finishes in strict accordance with manufacturers' recommendations.
 7. Painter shall repair any scratches, chips, etc. that occur during construction.
- L. Knox Box: shall be provided by the City of Sacramento.
- M. Key Pad Lock and Touch bar Hardware – shall be per plans and shall be installed per the manufacturer's specifications. The contractor shall submit all manuals and keys supplied by the vendor for the new device to the City. The Contractor shall submit a cut sheet with the product information / specification for the following items for approval for the Landscape Architect.
1. Touch bar Hardware: Touch bar Crash Bar shall be XP 98/99, Rim Exit Device manufactured by Von Duprin or approved equal. Contractor shall provide and install as per manufacturer's specifications.

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 2. Keypad Lock: Entry Push Key Lock shall be Simplex LP 1000 992L-BE or approved equal. Contractor shall provide and install as per manufacturer's specifications. Contractor shall program the gate to be locked at all times and to be entered with the following code "**4321**".

Distributed by Kaba Ilco Corp, 1-800-849-8324
- N. Concrete Footings installed as shown on the plans and shall be Class "C" or "D" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications. Concrete footings shall be 2'-6" deep by 12" in diameter.
- O. Submit shop drawings for review and approval prior to ordering materials. Shop drawings shall show dimensions, sizes, thickness, gauges, finishes, joining, attachments, and relationship of work to adjoining construction.

Payment shall be made at the lump sum price bid and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete 4' Wide Arch Gate to Install as shown on the plan and as specified in these Special Provision and directed by the Landscape Architect.

Item No. 16 – 6' High Tubular Steel Fence

This item shall consist of furnishing and installing 6' high tubular steel fence as shown on the plan and details, and in conformance with these Special Provisions.

- A. Tubular Steel – All steel tubing shall be A.S.T.M. A-513. Structural tubing shall be A.S.T.M. A-500 gr. B. Flats, bars, shapes, A.S.T.M. A-36. All welds full penetrating and continuous. All surface welds ground smooth.
- B. Posts – Line and corner posts shall be as shown on the plans.
- C. Horizontal Rails shall be as shown on the plans.
- D. Vertical Pickets shall be as shown on the plans.
- E. Concrete Footings shall be installed as shown on the plans and details and shall be Class "C" or "D" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications.
- F. Finish – All fence, gate components, lock and hardware shall be black powder coated. Any cuts or field welds shall be ground smooth, painted with one coat of primer and two coats of black paint to match. Continuous weld all joints and grind smooth, typ. All posts shall have square cap, typ.

Payment shall be made at the lump sum price bid, and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete 6' High Tubular Steel as shown on the plan and as specified in these Special Provisions and directed by the Landscape Architect.

Item No. 17 – Community Garden Entry Sign

This item shall consist of furnishing and installing a metal community garden entry sign as shown on the plan and details, and in conformance with these Special Provisions.

Finish – Sign shall be powder coated black.

Payment shall be made at the lump sum price bid, and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete Community Garden Entry Sign as shown on the plan and as specified in these Special Provisions and directed by the Landscape Architect.

Item No. 18 – 2" x 4" Trex Header Board to Place

This item shall consist of furnishing and installing 2 x 4 Trex Header Board as shown on the plans and as specified in the Special Provisions.

- A. Header Board shall be 2" x 4" x 14' length manufactured by Trex Company, Inc. or approved equal. Trex is made from a unique combination of reclaimed wood and plastic. Color shall be Cedar.

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

- B. Stakes shall also be metal as shown on the plans and the detail thereon.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the 2" x 4" Trex Header to Place as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

Item No. 19 – Imported Topsoil

This item shall consist of furnishing and placing imported premium blend topsoil (evenly mixed 70% topsoil/30 % humic compost) in the community garden plots, and raised accessible planter as shown on the plans, in conformance with the plans and these specifications and in conformance with Section 14 of the Standard Specifications and as directed by the Park Construction Inspector.

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

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

Item No. 20 – Compost Bins

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

Compost Bin shall be as shown on the plans.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all

labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Compost Bins as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

Item No. 21 - 8' x 10' Tuff Shed to Install

This item shall consist of furnishing and installing a 8' x 10' Tuff Shed as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Storage Shed shall be a by Tuff Shed, model: Premier Pro Series, Pro Ranch, Size 8' x 10' or approved equal, painted shed, with options organization package, turbine vent, ridge vent, radiant barrier roof decking, 30 year shingle upgrade and screen vents.
- B. Shed shall be installed directly onto a concrete pad with J-bolts as shown on the plan and detail. Concrete shall be paid for under "Concrete Flatwork", of these Special Provisions. Bolt pattern shall be provided by Tuff Shed. No 2"x6" galvanized steel floor joist system required. J-bolts shall be installed as specified by the manufacturer and shall be provided by the contractor.

- 1) Heavy-Duty 3/4" Tongue & Groove Plywood Flooring
- 2) Large Three (3) FT Wide Steel Reinforced Door
- 3) Patented Keyed Locking Handle
- 4) Premium Siding with a 50-Year Limited Warranty
- 5) 1"x4" Pre-Primed Forestrim® Trim Boards
- 6) Owens Corning® PRO 30 Shingles with a 30-Year Limited Warranty
- 7) 15# Roofing Felt Paper
- 8) Radiant Barrier Roof Decking (5/8")
- 9) Extremely Strong 2"x4" Rafters Joined with Steel Plates
- 10) Double Top Plates on All Walls
- 11) Baked Enamel Steel Drip Edge
- 12) 16" On-Center Framing with 3 Studs in Every Corner for Extra Strength

Warranty - TUFF SHED, Inc. warrants to the original purchaser, that the TUFF SHED® Premier Pro Series™ storage building is free of defects in material and workmanship upon delivery, and will repair or replace any components that do not provide reasonable service under normal use, for a period of ten (10) years from the date of purchase. Correction by repair or replacement of materials or workmanship in your TUFF SHED® Premier Pro Series™ product,

which our examination shall disclose to our satisfaction to be defective, shall constitute fulfillment of all liabilities of TUFF SHED, Inc. under this warranty.

- B. Concrete Pad shall be paid for under "Concrete Flatwork to Install", of these Special Provisions.

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

Item No. 22 – Park Rule Sign to Install

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

- A. Sign shall provided by the City, for installation by the contractor. The top of the steel park sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-270, Standard Sign Center mount.
- B. Stainless Steel Nuts & Bolts shall be vandal resistant bolts with the nuts tack welded on to reduce theft.

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

Item No. 23 - Picnic Tables to Install

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

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

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

Item No. 24 – Metal Bug Shapes to Install

This item shall consist of furnishing and installing metal shapes of various bugs to be mounted on the tubular steel fence as shown on the plan and details, and in conformance with these Special Provisions.

Finish – Metal bug shapes shall be powder coated, color as indicted on the plans.

Payment shall be made at the lump sum price bid, and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete Metal Shapes to Install as shown on the plan and as specified in these Special Provisions and directed by the Landscape Architect.

Item No. 25 – Irrigation Water Tap, Meter and Backflow Preventer

This item shall consist of furnishing materials, applying for water tap, paying applicable tap, meter, water development fees, and installing a water tap, meter and a backflow preventer as shown on the plans, in conformance with Sections 10, 13, 14, 17, 27 and 38 of the Standard Specifications and these Special Provisions.

- A. Supply Line shall be PVC pipe under 2-1/2" and under shall be Schedule 40 and pipe 3" and large shall be Class 315, solvent weld and shall be installed in conformance with Section 10, 17, 24 and 38 of the Standard Specifications.
- B. Shut-off Valve shall be a gate valve as specified in Section 27-7 and 38 of the Standard Specifications.
- C. Water Tap and Meter shall be as specified in Section 27 of the Standard Specifications and to be installed by the City Water Division. Size of water tap is shown on the plans. Meter shall be the same size as the water tap. The Contractor shall contact the Customer Service Office, located at 1391 35th Avenue, or by calling (916) 264-5371. A Water Development Impact fee will be required on this City park project. Contractor should allow 60 days for installation of water tap by the City after payment.
- D. Backflow Prevention Assembly shall conform to Section 10-49 and the appropriate Standard Drawing W-606 or W-607 of Section 38 of the Standard Specifications.

The lowest point of the Backflow Prevention Assembly shall be placed with a 12" minimum clearance and 15" maximum clearance from finished grade. After installation, the backflow prevention assembly must be tested for proper operation by a certified backflow device tester prior to use. All backflow prevention devices and risers shall be painted Hunter Green or approved equal.

- E. Concrete Pad shall be installed as shown on the plans in conformance with sections 10, 19, and 24 of the Standard Specifications and with these Specials Provision.
- F. Freeze Protection Bag shall be required
- G. New Backflow Preventer shall be enclosed with an insulated backflow preventer cage, Placer Waterworks Model #PW/E1 A-S or approved equal. Available through Placer Waterworks (916) 773-2959, FAX (916) 773-2958.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Irrigation Tap, Meter and Backflow Preventer as shown on plans, as specified in these Special Provisions and as directed by the Inspector.

Item No. 26 - Automatic Irrigation System

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

- A. Electric Control Valves shall conform to Section 36-13 of the Standard Specifications. Electric control valves shall be Hunter brass model IBV, or approved equal, and shall be constructed as specified in Section 10-50 of the Standard Specifications. Lawn and shrub area valves shall be installed at grade.
- B. Gate Valves shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be lead free and shall be manufactured by Nibco, Model number T-113LF or approved equal and as shown on the plans and shall be installed at the locations as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.
- C. Master Valve shall be normally closed with 24 V solenoid and a bypass master valve normally open. Master Valve's sizes and type as shown on the plans and per Standard Drawing No. "L-20" of Section 38 of the Standard Specifications. Install per details and manufacturer's specifications. Pull four additional wires in different colors from controller to master valve.
- D. Flow Sensor and Output Transmitter: Install the flow sensor as per the details and manufacturer's specifications. Pulse output transmitter shall be installed per the manufacturer's specifications.
- E. Valve Boxes shall be installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.
- F. Electrical shall conform to Section 34 of the Standard Specifications.
- G. Irrigation Control Wires shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trench for irrigation control wires through existing lawn shall be twenty-four inches (24") deep. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.

Irrigation Control Wires shall be color coded to the use listed below and follow the colors associated with them.

- a. Full Rotor - Red Wire
- b. Part Rotor - Green Wire
- c. Spray Heads - Yellow Wire
- d. Bubblers - Blue Wire

- e. Common Wire - White Wire
- H. Quick Coupling Valves shall be by Hunter Model HQ-5RC or approved equal as specified in the plans, or approved equal. Quick coupling valve shall be constructed of brass with a locking yellow thermoplastic rubber cover with "DO NOT DRINK" markings. Quick Coupling valve shall be installed as shown on the plans in conformance with Section 10-53 of the Standard Specifications (the following shall be disregarded in the Standard Specifications "...single slot type with on inch (1") treaded pipe connection and one (1") key connection..." Valve box shall be installed with the top at finished grade.
- I. Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All fittings on the upstream of the valve shall be schedule 80 PVC and all of the fittings downstream of the irrigation valve shall be schedule 40 PVC.
- J. Main Line Pipe shall conform to Section 10-44 of the Standard Specifications and be amended as follows: Main line shall be schedule 40 solvent weld for lines 2" and smaller and class 315 PVC for lines 2½" and larger shall be PVC rubber ring and gasket. Main line pipes 2" and larger shall have concrete thrust blocking in conformance with Section 27-6 and Standard Drawing No. "W-103" of Section 38 of the Standard Specifications. The contractor shall pressure test the irrigation main line with the inspector present. The pressure test shall consist of the contractor pressurizing the mainline to 150 PSI for two hours with zero pressure loss with either the Inspector or Landscape Architect present.
- K. Lateral Line Pipe or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld PVC pipe and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.
- L. Trench Backfill shall be installed at no more than 6" lift and each lift shall be compacted to 85% relative density in landscaped areas and compacted to 95% within future paving areas. Mainline trenches shall also have 3" of sand below the mainline and 6" of sand above the conduit.
- M. PVC Primers and Solvent welded - PVC pipes will require the following primer and solvent glue applications. Primer shall consist of Weld-On P-70 Industrial Grade Primer and the PVC Solvent Cement shall be Weld-On 711 Heavy Bodied Cement, or approved equal. The primer and solvent cement shall be installed per manufactures specifications.
- N. Sprinklers shall be installed at the locations shown on the plans, in conformance with Standard Drawing No. L-0 of Section 38 of the Standard Specifications. Sprinklers shall be the type and model as shown on the plans.
- O. Ball Valve Assembly shall be installed at the locations shown on the Plans. Ball Valve Assembly shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be the type and model as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.

- P. Batter Operated Controller shall as indicated on the plans, and installed per manufacturer's specifications.
- Q. Irrigation Sleeves – Shall conform to the Standard Specifications 36-8. The minimum diameter of the sleeve shall be at least two times the diameter of the conduit going through the sleeve. The sleeve shall extend a minimum of 1' beyond the edge of the paving.

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

Item No. 27 – Hose Bib System to Install

This item shall consist of installing a Hose Bib Irrigation System as shown on the plans and the details including extending the existing a new 1-1/2" domestic water line from the existing drinking fountain in the park to the community garden in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

- A. Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All pressure fittings for PVC pipe shall be Schedule 80.
- B. Gate Valve shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications, shall be the type and model as shown on the plans and shall be installed at the locations as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.
- C. Hose Bibs shall be either a single or double hose bib with hose vacuum breaker attachment as shown on the plans.
- D. Recycled Plastic Post shall be per plans.
- E. Metal Straps shall be per plans.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Hose Bib System to Install as shown on the plans, as specified in Section 36-25 of the Standard Specifications, in these Special Provisions and as directed by the Landscape Architect.

Item No. 28 – Trees to Plant (24" box)

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

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

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

- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- C. Trees and Planting Materials shall conform to Section 35-7 of the Standard Specifications, except where noted.
 - 1. Trees quality and size shall comply with current edition of "American Standard for Nursery Stock" as adopted by the American Association of Nurseryman.
 - 2. Plant Schedules shown on the plans are for the Contractor's convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.
 - 3. Tree Stake shall be pressure-treated lodge pole pine, eight foot (8') by two inch (2") diameter.
 - 4. Nursery Stakes shall be removed at the time of planting. No nursery stake shall be present prior to final acceptance unless other directed by the Landscape Architect.
 - 5. Tree Ties shall conform to Section 35-7, paragraph G with the exception of the ties shall be rubber and attached per planting detail.
 - 6. Mulch shall conform to the applicable paragraphs of Section 35-8. Mulch area shall be a four foot (4') diameter circle from the tree base in turf.

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

Item No. 29 - Shrub and Groundcover Areas to Plant

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

- A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications. Soil in Shrub and Groundcover areas adjacent to paved areas shall be graded so that after settlement, the soil will be three inches (3") below the top of the adjacent paving or curb.
- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- C. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.
 - 1. Soil Conditioner/Fertilizer Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts,

cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top six inches (6") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.

- D. Planting Materials shall conform to Section 10-43 and 35-8 of the Standard Specifications.

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

Item No. 30 – 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. 31 – 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. 32 – Plant Establishment (30 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 Thirty (30) Calendar Days and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance shall continue until final acceptance of the work.
- E. 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 (30 days) as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 33 – Leaf Shades to Install

This item shall consist of furnishing and installing a leaf shades as shown on the plans, including concrete footing as indicated on the plans in conformance with these Special Provisions and the manufacturer’s specifications.

- A. Leaf Shades shall per Plans, or approved equal, and installed per the manufacturer’s instructions. The concrete items shall be installed as shown on the plans and shall be composed of such material and constructed as specified by the manufacturer.
- B. Portland Cement Concrete shall be Type II, Class “C”, conforming to Section 10-5 of the Standard Specifications.

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

Item No. 34 – Concrete Ladybug to Place

This item shall consist of installing a Concrete Ladybug per the manufacturer’s specification and details in conformance with these Special Provisions.

- A. Concrete Ladybug shall be Cemrock, made of concrete and painted, and shall be per plans, and installed per the manufacturer’s instructions.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved 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. 35 – Chimes to Install

This item shall consist of installing a Music Chimes as shown on the plans per the manufacturer’s specification and details in conformance with these Special Provisions.

- A. Chimes shall be per plans, and installed per the manufacturer’s instructions.

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

Item No 36 – Message Board to Install

This item shall consist of furnishing and installing a message board, to be mounted on the side of the storage shed as shown on the plan and details, and in conformance with these Special Provisions.

- A. Message Board shall be as indicated on the plans and installed per the manufacturer’s instructions.

Payment shall be made at the lump sum price bid, and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete Message Board to Install as shown on the plan and as specified in these Special Provisions and directed by the Landscape Architect.

Additive Alternate Bid Items

Item No. A1 – Brick Paving to Construct

This item shall consist of furnishing and installing brick paving on a reinforced concrete flatwork as shown on plans in conformance with Section 10 and 22 of the Standard Specifications and these

Special Provisions and Section 39 of the State Standard Specifications.

A. Quality Assurance

1. Use a qualified paving contractor experienced in the installation of similar products.
2. All brick tests shall be performed by an independent certified testing laboratory.
3. All brick tests shall be in accordance with ASTM C67 latest edition.

B. Submittals

1. Submit for architect's approval a test report and certificate of conformance for each type and color of brick specified on contract documents.
2. Test reports shall include:
 - a. Compressive strength
 - b. Modulus of Rupture
 - c. 24 hour cold water absorption
 - d. 5 hour boil
 - e. Saturation coefficient
 - f. Initial rate of absorption
 - g. Efflorescence
 - h. Weather classification
 - i. Paver type
3. Certificate of conformance shall state that brick meet or exceed applicable ASTM specifications indicated herein.

C. Sample Panel

1. A 4' x 4' sample panel shall be set up at the job site showing the proposed color range, texture, bond, workmanship and where applicable, mortar.
2. Upon acceptance of the sample panel, a field panel shall be laid up out of the actual material to be used on the job.
3. No brick shall be shipped from the manufacturer to the site until architect's acceptance of the field panel. Once the first 100 square feet of the job has been installed and approved, this becomes the accepted standard for workmanship, color and texture. Upon approval, the field panel may be removed.

D. Paving Brick

1. All brick shown on contract documents shall be color and texture as manufactured by H.C. Muddox or approved equal, , 4875 Bradshaw Rd., Sacramento, CA 95827.
2. Dimensions width x height x length.
3. Maximum permissible variation on length is 1/8 inch. Maximum permissible variation on width and height is 1/16 inch.

E. Concrete Slab – refer to Concrete Flatwork to Construct for additional specifications.

F. Heavy Traffic Brick - Heavy Traffic brick shall have the properties listed below:

1. Minimum compressive strength 10,000 psi.
2. Minimum Modulus of Rupture 1,500 psi.
3. Maximum cold water absorption 6 percent.
4. Minimum thickness 2.625 inches.

5. Maximum Abrasion Index .08.
- G. Mortar - Mortar shall be Type N conform to ASTM C270. Brick should be placed in a single operation bedding and joint filling method. Mortar shall consist of 1 part cement (ASTM C-150 Type I or II, Low Alkali), 1 part lime (ASTM C0-207) and 6 parts sand (ASTN C-144) is acceptable. The mortar bed thickness should as show on the plans.
- H. Mortar Joints shall 3/8 inch, and shall be concave.
- I. Construction
1. Install all utilities, pipes, and proper subgrade as required to support rigid base.
 2. Place expansion and control joints in the rigid base as required and continue joints to the surface of the brick pavement.
 3. Spread the mortar bed to the proper thickness and install the brick pavers.
 4. Using a trowel or grout bag, fill all voids between brick pavers.
 5. Compress and tool joints using a concave tooled joint. Allow the mortar to become thumbprint hard before tooling.
 6. Scrape and remove excess mortar from brick. Brush clean.
 7. Clean brick within 2 to 4 weeks. Clean brick pavement using mild detergents and the "bucket and brush" method recommended by BIA Technical Note #20R. Follow recommendations as outlined in Technical Bulletin 4: Brick Cleaning Recommendations.
- J. Brick Pattern shall be as shown on the plans.

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

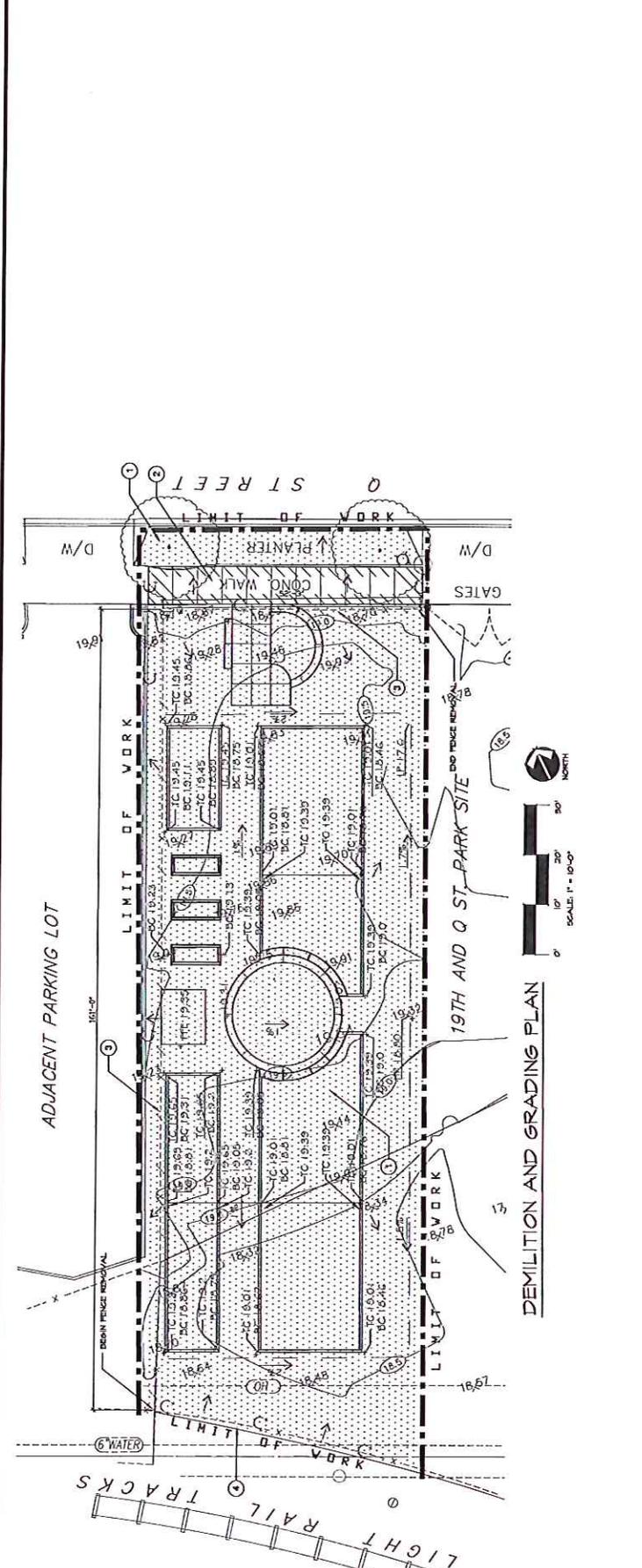
Item No. A2 – Seat Wall to Construct

This item shall consist of furnishing and constructing the colored Concrete Seatwall as shown on the plans in conformance with Sections 10, 20, and 21 of the Standard Specifications, and these Special Provisions.

- A. Cast in Place Concrete Seatwall shall be constructed as shown on the plans.
- B. Concrete shall be Class "B" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications.
- C. Finish shall be sandblasted, all exposed surfaces.
- D. Flatwork Colored Concrete: Davis Colors manufactured by Davis Colors; phone 213-269-7311. Pigments shall contain pure, concentrated mineral pigments especially processed for mixing into concrete and complying with ASTM C979. If pigments are to be added to mix at the project site, furnish pigments in pre-measured Mix-Ready disintegrating bags.

- E. Flatwork Color: Color shall be as shown on the plans by Davis Colors or approved equal. Submit sample chip of specified color indicating pigment number and required dosage rate. Pigment as necessary to match color sample in Davis Colors Concrete Color Selector chart. Mix in accordance with manufacturer's instructions. Mix until pigments are uniformly dispersed throughout mixture.
- F. Curing Compound for Colored Concrete: Provide W-1000 Clear Cure & Seal manufactured by Davis Colors or approved equal. Apply curing compound for colored concrete in accordance with manufacturer's instructions.
- G. Water-based Sealant shall be Okon, or approved equal, and applied to all Stamped Concrete surfaces in accordance with the manufacturer's specifications.
- H. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius. Score joints shall be one inch (1") deep.
- I. Test Panel shall be **required** and poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 12" X 2' minimum dimensions. The Contractor shall notify the Landscape Architect and Landscape Architect forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. The concrete sealer shall be applied to one half of test panel. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.
- J. Subgrade shall conform to Sections 19 and 14-7 of the Standard Specifications.
- K. Reinforcement shall be as shown on the plans and conform to Sections 10-23 and 21 of the Standard Specifications.
- L. Tiles shall be as indicated on the plans and detail thereon.

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 Seat Wall to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Park Construction Inspector.



DEMOLITION AND GRADING LEGEND

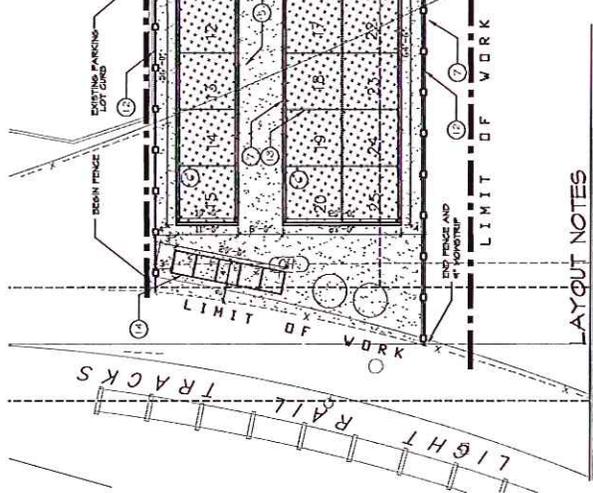
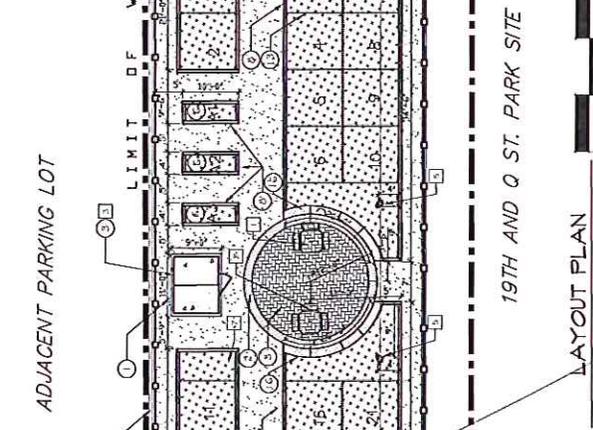
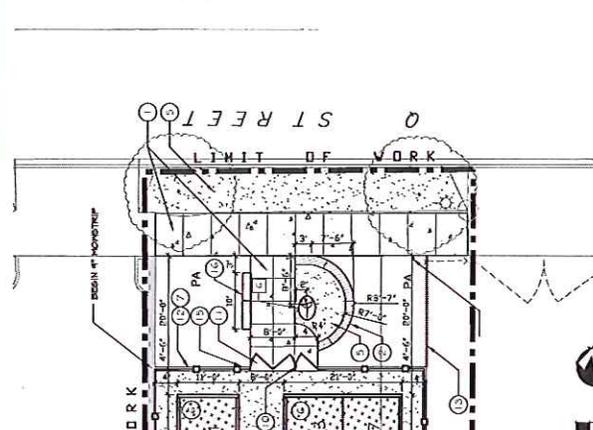
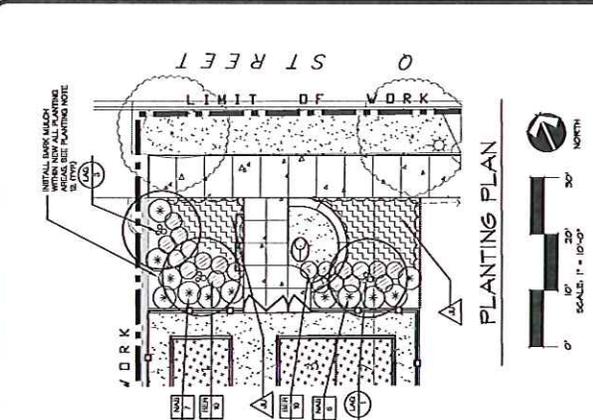
- ① HIGH TEMPORARY CONSTRUCTION FENCE TO PLACE (SEE DEMOLITION NOTE 3).
- EXISTING TREE TO REMAIN AND PROTECT
- POSTING: C CHAIN LINK FENCE TO REMAIN, PRESERVE EXISTING TREE TO REMAIN AND PROTECT
- PROPOSED: C CHAIN LINK FENCE TO BE DEMOLISHED, FENCE AND FOOTINGS, SEE DEMOLITION KEY NOTE #1
- TOP OF CURB ELEVATION
- BOTTOM OF CURB ELEVATION
- TOP OF WALL
- BOTTOM OF WALL
- HIGH POINT ELEVATION
- NEW CONCRETE FLOORWORK, SEE LAYOUT PLAN.
- NEW CONCRETE FLOORWORK, SEE LAYOUT PLAN.

DEMOLITION KEY NOTES

1. CLEAR AND GRUB ALL EXISTING VEGETATION AND DIVULGE OFF THE PROJECT SITE.
2. REMOVE AND DISPOSE OF EXISTING CONCRETE NORMALWALK AS SHOWN TO AND EXPANDED JOINT ON SHAW OUT AT LIMIT OF REMOVAL AS SHOWN.
3. REMOVE AND DISPOSE OF EXISTING C CHAIN LINK FENCING INCLUDING POSTS AND CONCRETE FOOTINGS.
4. EXISTING C CHAIN LINK PROPERTY LINE FENCE ALONG REGIONAL TRAILWAY LIGHT RAIL TRACKS TO REMAIN, PRESERVE AND PROTECT IN PLACE.

DEMOLITION AND GRADING NOTES

1. SEE GENERAL NOTES ON COVER SHEET U-1.
2. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
3. CONTRACTOR SHALL PROVIDE A TEMPORARY FENCE AT THE PERIMETER OF THE PROJECT PER SPECIFICATIONS.
4. ALL EXISTING ITEMS ON THE SITE ARE TO BE PROTECTED AND REMAIN IN PLACE UNLESS NOTED OTHERWISE. ALL EXISTING UTILITIES TO BE PROTECTED AND REMAIN IN PLACE UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL NOT START ANY GRADING UNTIL THE CITY COMPLETES THE GRADING NOTIFICATION. THE CONTRACTOR SHALL NOT START ANY GRADING UNTIL THE CITY COMPLETES THE GRADING NOTIFICATION.
5. THE CONTRACTOR SHALL COORDINATE A MEETING WITH THE CONSTRUCTION INSPECTOR TO REVIEW EXISTING CONDITIONS. THE INSPECTOR AND CONTRACTOR SHALL MARK EXISTING CHASED AND DAMAGED UTILITY PRIOR TO THE START OF CONSTRUCTION.
6. THE CONTRACTOR SHALL MAINTAIN CONTINUAL SURVEY BETWEEN SPOT ELEVATIONS AND CONTROLS THROUGHOUT THE PROJECT TO MAINTAIN GRADING.
7. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.
8. DUST CONTROL: REFER TO PROVISION CONTROL FOR PROTECT UNDER 1' EDGE OF THESE SPECIAL PROVISIONS.
9. NO SOIL, MATERIAL, OR OTHER RESIDUE SHALL BE ALLOWED TO CURB, STREETS, CUTTHROTS, OR OTHER DOWNS.
10. BETWEEN OCTOBER 15 AND MAY 15, DUST CONTROL MEASURES SHALL BE IN PLACE AT THE END OF EACH WORKDAY UNLESS THE PROBABILITY OF RAIN EXCEEDS 50%. DURING THE REMOVAL OF THE CONSTRUCTION SHALL BE IN PLACE AT THE END OF THE WORKDAY UNLESS THE PROBABILITY OF RAIN EXCEEDS 50%.
11. ALL EXISTING TREES TO BE PRESERVED SHALL BE FULLY PROTECTED FROM IMPACT OF DAMAGE. DAMAGED OR DEFERRED TREES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE TO THE CITY'S SATISFACTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LANDSCAPE CALCULATIONS AND INCLUDING ANY IMPACT OF EXISTING TREES WITHIN A TREE DIRT LINE.
12. MAXIMUM SPREADS SHALL NOT EXCEED 15' IN WIDTH, 24" MAX. AND SHALL NOT EXCEED 4.0% SLOPE UNLESS OTHERWISE SPECIFIED BY THE CONTRACTOR.
13. ALL EXISTING IMPROVEMENTS AND UTILITIES OF NEIGHBORING PROPERTIES SHALL BE PROTECTED AND SHALL NOT BE DISTURBED UNLESS AS REQUIRED BY THE CONTRACTOR TO MAKE IMPROVEMENTS. IF DAMAGE TO EXISTING IMPROVEMENTS OR UTILITIES IS NECESSARY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LANDSCAPE CALCULATIONS AND INCLUDING ANY IMPACT OF EXISTING TREES WITHIN A TREE DIRT LINE.
14. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SACRAMENTO REQUIREMENTS AND STANDARD SPECIFICATIONS LATEST EDITION.
15. PUBLIC SAFETY AND TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH THE STANDARD CONSTRUCTION SPECIFICATIONS AND AS DIRECTED BY THE PARK CONSTRUCTION INSPECTOR. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.



PLANTING LIST

REF	SYMBOL	SYMBOLICAL NAME	PLANT	SIZE	REMARKS
1	(Symbol)	LAG	TUCSONIA BRIDA 'TUCSONIA'	L 24" POT	STANDARD
2	(Symbol)	RFV	EREBORIS ERUBESCENS 'PINK PEARL'	L 1 GAL	3 O.C.
3	(Symbol)	MC	MUSCADA 'MUSCADA'	L 1 GAL	3 O.C.
4	(Symbol)	JU	JUNIPERUS COMMUNIS 'PRAECOX'	L 1 GAL	3 O.C.

LAYOUT LEGEND

SYMBOL	DESCRIPTION
(Symbol)	CONCRETE FLOWLINE TO CONSTRUCT PER DETAIL 1(A)
(Symbol)	1" RAMP COLORED CONCRETE FLOWLINE PER DETAIL 1(A), DAWD COLOR: ADRR-2-077A
(Symbol)	BRICK PAVING ON CONCRETE FLOWLINE TO PLACE PER DETAIL 2(A), MURDOY BRICK COLOR: PALWOOD
(Symbol)	SCORE LINE AND EXPANSION JOINTS TO INSTALL PER DETAIL 3(A)
(Symbol)	4" GRANULED REINFORCED GRANITE PAVING PER DETAIL 4(A)
(Symbol)	PLACE IMPORTED TOPSOIL, 3070 BLENDED TOPSOIL IN ALL AREAS PLANTED AND CONCRETE PLANTING, 50% FINISHED GRADE 5" BELOW TOP OF CONCRETE CURB
(Symbol)	3" COLORED CONCRETE BAND, SEE K.N. 2
(Symbol)	2" X 4" TREY BOARD TO PLACE TO SEPARATE GARDEN FLOORS PER DETAIL 1(A)
(Symbol)	5" COMPOST BENCH TO CONSTRUCT PER DETAIL 3(A)
(Symbol)	6" HIGH STEEL INCH FINISH, SEE K.N. 12
(Symbol)	3" COLORED CONCRETE BAND, SEE K.N. 2
(Symbol)	2" X 4" TREY BOARD TO PLACE TO SEPARATE GARDEN FLOORS PER DETAIL 1(A)
(Symbol)	5" COMPOST BENCH TO CONSTRUCT PER DETAIL 3(A)
(Symbol)	6" HIGH STEEL INCH FINISH, SEE K.N. 12
(Symbol)	3" COLORED CONCRETE BAND, SEE K.N. 2
(Symbol)	2" X 4" TREY BOARD TO PLACE TO SEPARATE GARDEN FLOORS PER DETAIL 1(A)
(Symbol)	5" COMPOST BENCH TO CONSTRUCT PER DETAIL 3(A)
(Symbol)	6" HIGH STEEL INCH FINISH, SEE K.N. 12

KEY NOTES (K.N.)

- CONCRETE FLOWLINE TO CONSTRUCT PER DETAIL 1(A)
- 1" RAMP COLORED CONCRETE FLOWLINE PER DETAIL 1(A), DAWD COLOR: ADRR-2-077A
- BRICK PAVING ON CONCRETE FLOWLINE TO PLACE PER DETAIL 2(A), MURDOY BRICK COLOR: PALWOOD
- SCORE LINE AND EXPANSION JOINTS TO INSTALL PER DETAIL 3(A)
- 4" GRANULED REINFORCED GRANITE PAVING PER DETAIL 4(A)
- PLACE IMPORTED TOPSOIL, 3070 BLENDED TOPSOIL IN ALL AREAS PLANTED AND CONCRETE PLANTING, 50% FINISHED GRADE 5" BELOW TOP OF CONCRETE CURB
- 3" COLORED CONCRETE BAND, SEE K.N. 2
- 2" X 4" TREY BOARD TO PLACE TO SEPARATE GARDEN FLOORS PER DETAIL 1(A)
- 5" COMPOST BENCH TO CONSTRUCT PER DETAIL 3(A)
- 6" HIGH STEEL INCH FINISH, SEE K.N. 12
- 3" COLORED CONCRETE BAND, SEE K.N. 2
- 2" X 4" TREY BOARD TO PLACE TO SEPARATE GARDEN FLOORS PER DETAIL 1(A)
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- 5" COMPOST BENCH TO CONSTRUCT PER DETAIL 3(A)
- 6" HIGH STEEL INCH FINISH, SEE K.N. 12

EQUIPMENT KEY NOTES (E.K.N.)

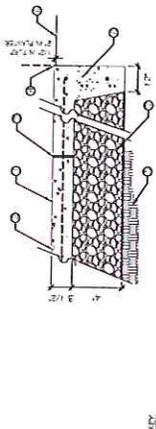
- ALL MATERIALS AND EQUIPMENT SHALL BE AS PER DRAWINGS, REFER TO SPECIFICATIONS & DETAILS FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SACRAMENTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SACRAMENTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
- CONTRACT GREG GELM, PMS, SUPERVISOR AT 1913 G STREET, FOR ANY PARK MAINTENANCE OR REPAIRS ON COORDINATION ITEMS.

LAYOUT NOTES

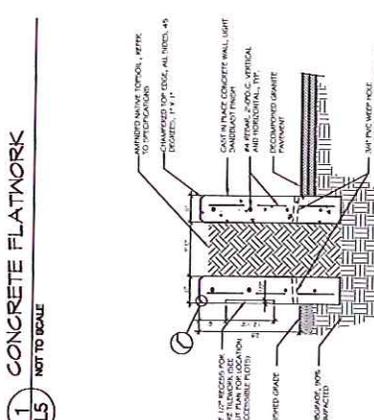
- THE PARK IS BASED ON THE CITY OF SACRAMENTO FIELD BOOK, 1463 PG. 263-264.
- UTILITIES: REFER TO THE CITY OF SACRAMENTO FIELD BOOK, 1463 PG. 263-264. REFER TO THE CITY OF SACRAMENTO FIELD BOOK, 1463 PG. 263-264. REFER TO THE CITY OF SACRAMENTO FIELD BOOK, 1463 PG. 263-264.
- VERTICAL CONTROL: IMPORTED GRADE, 17.2311, 18.1111, 19.1111, 20.1111, 21.1111, 22.1111, 23.1111, 24.1111, 25.1111, 26.1111, 27.1111, 28.1111, 29.1111, 30.1111, 31.1111, 32.1111, 33.1111, 34.1111, 35.1111, 36.1111, 37.1111, 38.1111, 39.1111, 40.1111, 41.1111, 42.1111, 43.1111, 44.1111, 45.1111, 46.1111, 47.1111, 48.1111, 49.1111, 50.1111.
- WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. ALL FIELD ADJUSTMENTS MUST BE APPROVED BY THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SACRAMENTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
- VERIFY ALL FIELD CONDITIONS BEFORE BEGINNING WORK. NOTIFY PMS, SUPERVISOR AT 1913 G STREET, IF THERE ARE ANY UNUSUAL CONDITIONS.
- ALL MATERIALS AND EQUIPMENT SHALL BE AS PER DRAWINGS, REFER TO SPECIFICATIONS & DETAILS FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SACRAMENTO AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
- CONTRACT GREG GELM, PMS, SUPERVISOR AT 1913 G STREET, FOR ANY PARK MAINTENANCE OR REPAIRS ON COORDINATION ITEMS.



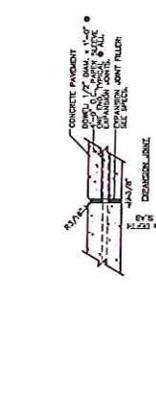
Know what's below.
Call before you dig.



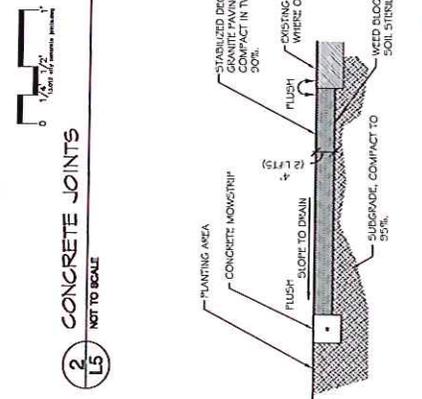
- 1. CONCRETE FINISHED WITH 48 PPM 1/2" O.C. MESH WIRE, 80 PPM 1" MID DEPTH OF CONCRETE, MEDIUM FROTH FROM HYDROSLURRY TO WALKWAY EDGE.
- 2. FINISH GRADE
- 3. SUBGRADE COMPACTED TO 90% MIN. PER GEOTECHNICAL REPORT.
- 4. AGGREGATE BASE, COMPACTED TO 90% MIN. PER GEOTECHNICAL REPORT.
- 5. THICKER EXTENDED ON ALL CONCRETE WIDE 8' AND WIDER.
- 6. SLOPE JOINT
- 7. 1/2" O.C. MESH WIRE
- 8. 1" O.C. MESH WIRE
- 9. 1/2" O.C. MESH WIRE
- 10. 1" O.C. MESH WIRE
- 11. 1/2" O.C. MESH WIRE
- 12. 1" O.C. MESH WIRE
- 13. 1/2" O.C. MESH WIRE
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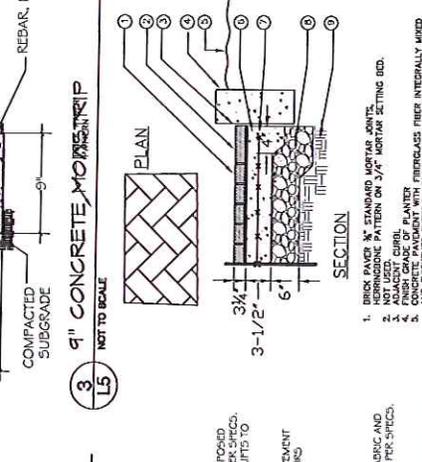
- 1. CONCRETE JOINTS
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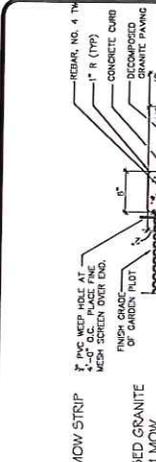
- 1. BARK MULCH, REFER TO SPECIFICATIONS
- 2. CONCRETE MOW STRIP
- 3. CONCRETE MOW STRIP
- 4. CONCRETE MOW STRIP
- 5. CONCRETE MOW STRIP
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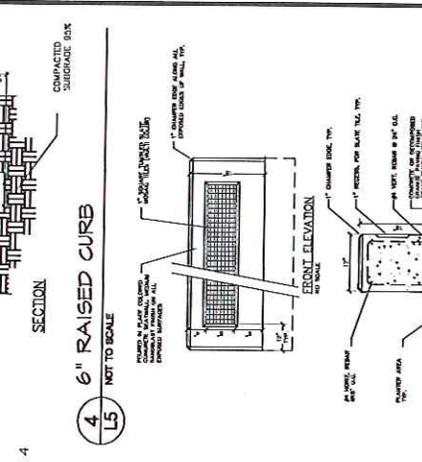
- 1. BRICK PAVERS, 4" STANDARD MORTAR JOINTS, NOT USING PATTERN ON 3/4" MORTAR SETTING BED.
- 2. ADJACENT CURB
- 3. CONCRETE PAVEMENT WITH FIBERGLASS FIBRE INTERNALLY MIXED WITH 1% FIBRE
- 4. REINFORCEMENT, AS INDICATED ON PLAN
- 5. AGGREGATE BASE, COMPACTED TO 90%
- 6. SEE LAYOUT PLAN FOR BRICK PAVEMENT SIZE AND COLOR.



- 1. 1/2" O.C. MESH WIRE
- 2. 1" O.C. MESH WIRE
- 3. 1/2" O.C. MESH WIRE
- 4. 1" O.C. MESH WIRE
- 5. 1/2" O.C. MESH WIRE
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CITY OF SACRAMENTO
DEPT. OF PARKS & RECREATION
LANDSCAPE ARCHITECTURE SECTION
PARK PLANNING & DEVELOPMENT SERVICES
SACRAMENTO
9.51 STREET, 3RD FLOOR, SACRAMENTO, CA 95814

14th and Q Street
Community Garden
CONSTRUCTION DETAILS

DESIGN: JUNE 2015
SCALE: AS SHOWN
P. H. LINDEN
REVISIONS

LANDSCAPE ARCHITECT
D. DAY
DESIGN PREPARED BY
D. DAY
CAD FILE
DATE: JUNE 2015
SCALE: AS SHOWN
P. H. LINDEN
REVISIONS

SHEET NO. L5 of 6

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

10 4' WIDE SINGLE SWING
1.5 NOT TO SCALE

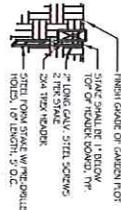
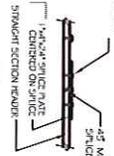
9 8' WIDE DOUBLE GATES
1.5 NOT TO SCALE

11 6' TUBULAR STEEL FENCE
1.5 NOT TO SCALE

5 ACCESSIBLE RAISED PLANTER
1.5 NOT TO SCALE

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

3" LONG GALV. FLANGE
TOP OF 3" x 1/2" HOOD
SPRINKLER



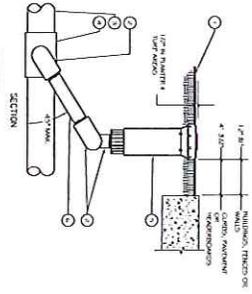
SECTION

1
L6
TREX HEADER
NOT TO SCALE



NOTE:
1) FINISH THE CONNECTION WITH A FULL SCALE COPY OF COMMUNITY GARDEN ENTRY SIGN WITH LETTERING AND GRAPHICS.

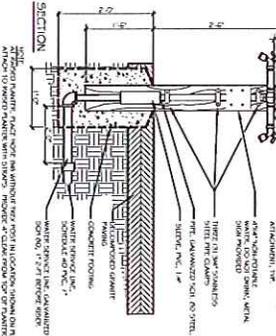
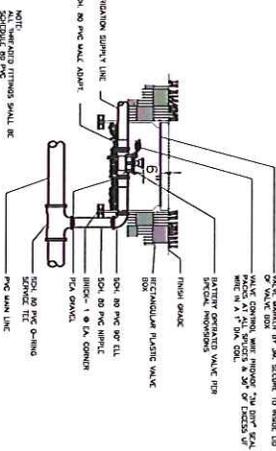
5
L6
GARDEN ENTRY SIGN
NOT TO SCALE



NOTE:
1) FINISH THE CONNECTION WITH A FULL SCALE COPY OF COMMUNITY GARDEN ENTRY SIGN WITH LETTERING AND GRAPHICS.

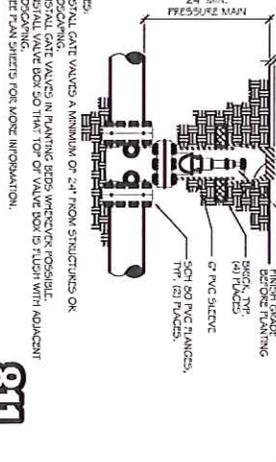
9
L6
SPRAY HEAD
NOT TO SCALE

10
L6
BATTERY OPERATE VALVE
NOT TO SCALE



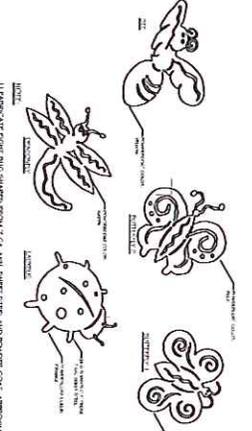
11
L6
HOSE BIB
NOT TO SCALE

12
L6
GATE VALVE
NOT TO SCALE

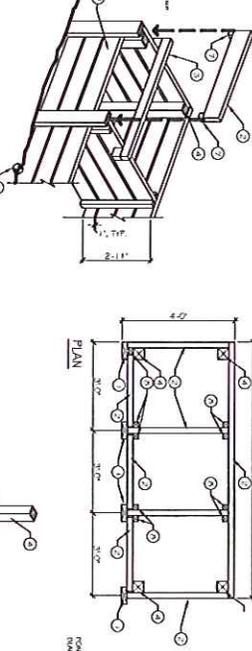


NOTE:
1) INITIAL GATE VALVES A MINIMUM OF 2" FROM STRUCTURES OR HANDICAPPING.
2) INITIAL GATE VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
3) GATE VALVE BOX 50 FROM TOP OF VALVE BOX TO TIGHT WITH ADJACENT HANDICAPPING.
4) SET FLAN SHIELDS FOR MORE INFORMATION.

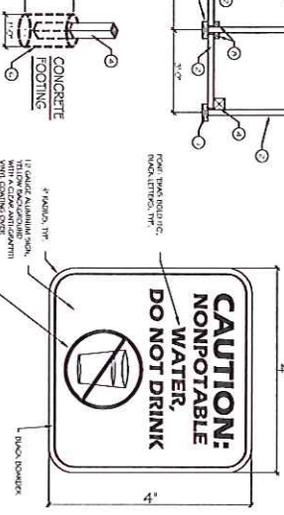
2
L6
BUG SHAPES
NOT TO SCALE



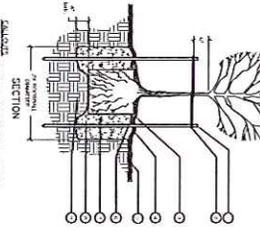
3
L6
COMPOST BIN
NOT TO SCALE



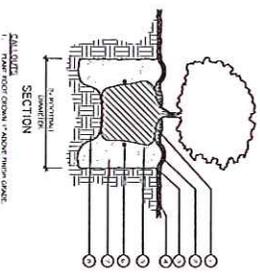
4
L6
DO NOT DRINK SIGN
NOT TO SCALE



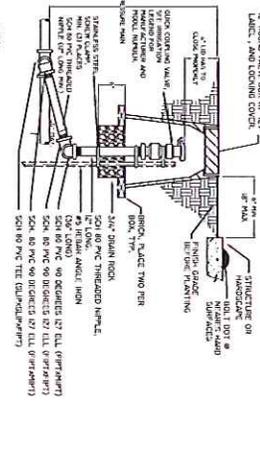
6
L6
TREE PLANTING
NOT TO SCALE



7
L6
SHRUB PLANTING
NOT TO SCALE



8
L6
QUICK COUPLER
NOT TO SCALE



NOTE:
1) INITIAL GATE VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
2) INITIAL GATE VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
3) GATE VALVE BOX 50 FROM TOP OF VALVE BOX TO TIGHT WITH ADJACENT HANDICAPPING.
4) SET FLAN SHIELDS FOR MORE INFORMATION.



Know what's below.
Call before you dig.

19th and Q Street
Community Garden
CONSTRUCTION DETAILS

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