

**Meeting Date:** 9/6/2016

**Report Type:** Consent

**Report ID:** 2016-00850

**Title: Contract: North Natomas Regional Park Concession and Restroom**

**Location:** District 1

**Recommendation:** Pass a Resolution: 1) approving the construction plans and specifications for North Natomas Regional Park Concession and Restroom (L19140203); 2) approving the North Natomas Regional Park Concession and Restroom GMP Supplemental Agreement No. 1; 3) authorizing the City Manager or City Manager's designee to execute the contract with PnP Construction, Inc. for guaranteed maximum price of \$638,879; and 4) appropriating \$385,000 from Park Development Impact Fees (Fund 3204) to L19140200.

**Contact:** C. Gary Hyden, Manager, Park Planning and Development Services, (916) 808-1949, Department of Parks and Recreation

**Presenter:** None

**Department:** Parks & Recreation Department

**Division:** Park Development Services

**Dept ID:** 19001121

**Attachments:**

1-Description/Analysis

2-Background

3-Resolution

4-Agreement

---

### **City Attorney Review**

Approved as to Form  
Sheryl Patterson  
8/30/2016 11:39:24 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Shannon Brown - 8/19/2016 8:27:49 AM

## Description/Analysis

**Issue Detail:** On September 24, 2015, City Council approved suspending competitive bidding and the use of a Design-Assist Contractor Qualification and Selection method to choose a qualified team to design and construct the North Natomas Concession and Restroom project (L19140203). PnP Construction, Inc. was selected for the design assist phase of work. To award the construction phase of work, the City Council needs to approve the Design-Assist contract Supplemental Agreement No. 1 to accept the Guaranteed Maximum Price (GMP) for construction of the project of \$638,879.

**Policy Considerations:** City Code Section 3.60.170 (D) allows the City Council to authorize the use of alternative project delivery methods with a finding, by a two-thirds vote, that suspending competitive bidding is in the best interests of the City.

As approved by Council, the Request for Proposals (RFP) process, as described in the City Administrative Policy AP-4002 dated February 2010, was used to select the contractor for the design-assist work in the amount of \$7,900.

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

**Economic Impacts:** This park construction project, in the amount of \$638,879, is expected to create 2.56 total jobs (1.47 direct jobs and 1.09 additional jobs through indirect and induced activities). Furthermore, it will create \$394,466 in total economic output (\$248,635 of direct output and another \$145,831 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 (e) of the CEQA Guidelines. Section 15303 (e) consists of construction of accessory structures, which includes restroom facilities.

**Sustainability:** The North Natomas Regional Park Concession and Restroom 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 2035 General Plan. The project will advance the goals, policies, and targets of these plans by improving the health of residents through access to a diverse mix of wellness and recreation activities. The park improvement is also consistent with sustainable design through the use of recycled materials and local vendors where feasible.

**Commission/Committee Action:** Not Applicable

**Rationale for Recommendation:** The existing development at the North Natomas Regional Park (NNRP) consists of five ballfields, a farmer's market shade structure, open turf play area, amphitheater stage, tot lot, adventure playground, and interactive spray feature. To date the need for restrooms for the various functions has been fulfilled with the use of portable toilets. The proposed restroom/concession structure will provide six permanent single stall restrooms, two of which are family-friendly and provide disabled access. In addition, the proposed structure will provide the building shell for a concession stand which will be outfitted and operated by the local little league. Construction of this structure is critical to the operation of

NNRP. It was not constructed previously due to the building moratorium in North Natomas. The moratorium has been lifted, the project plans are complete, the building permit has been issued, and a GMP has been negotiated. Staff recommends approval of the recommendation so the work can be completed before next season's recreation activities begin at the park.

**Financial Considerations:** With appropriation of \$385,000 from the Park Development Impact Fee available fund balance (Fund 3204) to the North Natomas Regional Park Project (L19140200) project, there will be sufficient funding to complete the project.

Development of parks creates an ongoing cost for park maintenance and utilities based on the size of the park. NNRP is an existing park, the annual maintenance and utilities costs are already covered in the Department of Parks and Recreation's operating budget for maintenance, water, and utility costs.

**Local Business Enterprise (LBE):** At an LBE percentage of 20.0%, PnP Construction Inc. exceeds the 5% LBE participation requirement.

## **Background:**

The North Natomas Regional Park is a 206.75 acre site located at 4989 Natomas Boulevard in the North Natomas Community Plan Area (PA10). The North Natomas Regional Park Master Plan was reviewed and supported by the Citizen's Advisory Committee for Parks and Recreation on March 1, 2001, and approved by City Council on March 20, 2001 in Resolution 2001-179.

As part of the Park Development Process, there have been many community meetings to solicit ideas for additions and improvements to North Natomas Regional Park. Since 1997, there have been seven community meetings that were facilitated by the Council Member's office and Department of Parks and Recreation (DPR) staff. In addition, the Friends of the Regional Park conducted an online survey of the North Natomas Community in summer 2009, the results of which indicated that the community's priorities for the next improvements to the Park should include: sports fields, Farmer's Market, trees and landscaping, bike paths and walkways, a plaza and outdoor concert area. The development plan for the project described herein directly implements these priorities. More information can be found at the Friends of the North Natomas Regional Park website (<http://northnatomasregionalpark.blogspot.com/>). The fields provided in this project are for youth baseball only, with the idea that North Natomas Little League will be a primary user of these facilities.

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

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

On December 9, 2008, City Council awarded a construction contract (Resolution 2008 - 800) for Phase 3 improvements to develop a dog park in the southwestern section of

the Park. The dog park was completed in summer 2009. With completion of the dog park, approximately 12 acres of NNRP are developed.

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

On January 6, 2015, City Council awarded a construction contract for Phase 5B improvements to develop 2.2 acres with a Farmer's Market and additional parking in the southwestern section of the Park. The Farmer's Market project was completed in summer 2015.

On April 21, 2015, City Council awarded a construction contract for Phase 6 improvements to develop 10.5 acres with additional baseball fields, grading of 5-acre Great Meadow and a stage with shade structure was completed in spring 2016.

## **RESOLUTION NO. 2016-**

Adopted by the Sacramento City Council

### **APPROVING CONTRACT SUPPLEMENT NO. 1 FOR THE NORTH NATOMAS REGIONAL PARK CONCESSION AND RESTROOM PROJECT (L19140203) AND APPROPRIATION OF FUNDING**

#### **BACKGROUND**

- A. North Natomas Regional Park is an existing 206.75 acre park located at 2501 North Market Drive in the North Natomas Community Plan Area (PA10).
- B. On September 24, 2015, City Council approved suspending competitive bidding to allow for use of the Design-Assist Contractor Qualification and Selection method to choose a qualified team to provide design assistance and construct the North Natomas Concession and Restroom project (L19140203).
- C. As approved by Council, the Request for Proposals (RFP) process was used to select PnP Construction, Inc. for the design-assist phase of work.
- D. The North Natomas Regional Park Concession and Restroom Contract with an option for a Guaranteed Maximum Price (GMP) between the City and PnP Construction Inc. was executed on February 10, 2016.
- E. A GMP for the North Natomas Regional Park Concession and Restroom has been negotiated in the amount of \$638,879.
- F. City Council approval is required to appropriate funds in excess of \$100,000 of operating and capital budgets.
- G. City Council approval is required to execute the Design-Assist Contract Supplement No. 1 to accept the GMP.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The construction plans and specifications for North Natomas Regional Park Concession and Restroom (L19140203) are approved.

- Section 2. The North Natomas Regional Park Concession and Restroom Contract Supplement No. 1 to accept the GMP with PnP Construction (L19140203) is approved.
- Section 3. The City Manager or City Manager's designee is authorized to execute the Contract Supplement No. 1 with PnP Construction, Inc. for the guaranteed maximum price of \$638,879.
- Section 4. The appropriation of \$385,000 from Park Development Impact Fee available fund balance (Fund 3204) to the North Natomas Regional Park project (L19140200) is approved.

Requires Council Approval:  N  Y

Council Meeting Date: 09/06/2016

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Contract Type: Construction Attachment #: 1
PO Type: Design Assist Original Doc #: 2016-0166
\$ Not to Exceed: 638,879.00 Certified Copies of Document:
Deed:
Other Party: PNP Construction Tax ID # (if applicable):
Project Name: North Natomas Concession Preferences:
Project Number: LBE  SBE  DBE  MWBE 
Bid Transaction #: P16190021001

Department Information

Department: Parks and Recreation Division: Park Planning
Project Manager: Gary Hyden Supervisor: Shannon Brown
Contract Services: Katherine Robbins Division Manager: Gary Hyden
Phone Number: (916) 808-1562 Date: Org Number:
Comment: North Natomas Regional Park Concession Restroom Building - Design Assist

Review and Signature Routing

Table with 3 columns: Department, Signature or Initial, Date. Rows for Project Manager, Operation Manager, Contract Services, Supervisor, and Division Manager.

Table with 3 columns: City Attorney, Signature or Initial, Date. Row for City Attorney.

Send Interoffice Mail  Notify for Pick Up  Katherine x1562

Table with 3 columns: Authorization, Signature or Initial, Date. Rows for Department Director and City Manager.

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is not part of the contract.

(Sticker)

For City Clerk Processing
Finalized:
Initial:
Date:
Imaged:
Initial:
Date:
Received:
(City Clerk Stamp Here)

SUPPLEMENTAL AGREEMENT- CITY MANAGER APPROVAL

**Project Title and Job Number: North Natomas Regional Park Concession/Restroom Building GMP Date:8/5/2016**  
**Purchase Order #: Supplemental Agreement No.: 1**

The City of Sacramento ("City") and PNP Construction, Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2016-0166, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:  
**See Attachment 1 to Exhibit A for Guaranteed Maximum Price (GMP) scope of work.**
2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased** by **\$638,879.00**, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$7900.00</u>
Net change by previous supplemental agreements:	<u>.00</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$7900.00</u>
<b>Increase</b> by this supplemental agreement:	<u><b>\$638,879.00</b></u>
New not-to exceed amount including all supplemental agreements:	<u><b>\$646,779.00</b></u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor .
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

ADW 8-18-16  
Project Manager Date

Approved By:

Shawn Eric Payne 08/10/16  
Contractor Name/Title Date  
Shawn Eric Payne, President

Approved As To Form By:

\_\_\_\_\_  
Senior Deputy City Attorney

Attested To By:

\_\_\_\_\_  
City Clerk

Approved By:

\_\_\_\_\_  
John F. Shirey, City Manager

Attachment 1 to Exhibit A

The project consists of the construction of a Concession and Restroom Building in the North Natomas Regional Park (the "Project"). The Project site is located at the North Natomas Regional Park, 2501 New Market Drive (Ball Field Complex and Dog Parks) a phase 5 development On 12.5 acres.

The GMP is to include the Contractor's direct costs, profit and overhead, and subcontractors costs for all on-site and off-site work. If the City accepts the GMP, the Contractor will construct the Project under the terms of the Design-Assist Agreement.

P N P Construction, Inc.				GMP		ATTACHMENT 1 TO EXHIBIT B					
Project:		North Natomas Regional Park 50% Estimate		Update->		8/5/2016 12:54					
Location:		Davis		Time->		12:54 PM		Addenda			
Budget		400,000		Duration:		5/29/1900 0:00		Penalty:			
Floor SF:		1200+/-		Bid Date:		2/19/2016		Time: 2:00			
OWNER:		City of Sacramento		Architect		Stantec		Estimator SP			
CODE		DESCRIPTION		LABOR		MAT'L		OTHER		Sub-total	
1200		GENERAL CONDITIONS		\$27,440		\$2,350		\$2,470		\$32,260	
		Site Demo - Clear and Grub		\$5,500		\$4,512		\$4,600		\$14,612	
		Concrete		\$16,824		\$12,758		\$3,600		\$33,182	
		Framing and Roof Decking		\$16,960		\$14,540		\$0		\$31,500	
		Finish Carpentry/Misc. Carpentry		\$2,600		\$400		\$0		\$3,000	
		P N P CONSTRUCTION SUB TOTAL		69,324		34,560		\$10,670		114,554	
				Labor Payroll Tax & Insurance				19%		13,172	
				Labor Contingency				0%		0	
				Material Contingency				0%		0	
				P N P Work Subtotal						\$127,726	
				Total Subcontractors & Suppliers						\$403,146	
				SUB TOTAL						\$530,872	
				General Contingency		3%				\$15,926	
				Overhead and Profit		15%				\$82,020	
				Special Insurance		\$0.00				0	
				Sub Total w/o Bonds						\$628,818	
				Bonds		1.60%				\$10,061	
				Total With Bonds						\$638,879	
				Builders Risk							
				TOTAL COST						\$638,879	

#	DESCRIPTION	-	Amount	Sub/Resource
<b>Subcontractor Summary</b>				
<b>Division 1 General Requirements</b>				
-				
<b>Division 2 Existing Conditions</b>				
-		Not Used	Not Used	
<b>Division 3 Concrete and Reinforcement</b>				
<u>31000</u>	Concrete Formwork		Covered	
<u>32000</u>	Concrete Reinforcement		Covered	
<u>33000</u>	Cast-in-Place Concrete		Covered	
33330	Concrete Sealer			
<b>Division 4 Masonry</b>				
<u>40513</u>	Masonry Mortaring		\$121,000	Townsend & Schmidt Masonry, Sacramento 186559
<u>40516</u>	Masonry Grouting		Covered	Townsend & Schmidt Masonry, Sacramento 186559
<u>42200</u>	Concrete Masonry Units		Covered	Townsend & Schmidt Masonry, Sacramento 186559
<u>47300</u>	Manufactured Stone Masonry		Covered	Townsend & Schmidt Masonry, Sacramento 186559
<b>Division 5 Metals</b>				
<u>54000</u>	Cold-Formed Metal Framing		Covered	
<u>55000</u>	Metal Fabrications		\$19,840	Finley Iron Works - Newcastle- 530311
-				
<b>Division 6 Wood and Plastics</b>				
<u>66400</u>	Plastic Paneling		Future TI	
-	Casework/Countertops		Future TI	
<b>Division 7 Thermal and Moisture Protection</b>				
<u>72113</u>	Board Insulation		Future TI	
<u>74113</u>	Metal Roof Panels		\$55,800	Soldate Sheet Metal - Roseville - 930646

<u>74213</u>	Metal Wall Panels					Covered	Soldate Sheet Metal - Roseville - 930646
<u>76200</u>	Sheet Metal Flashing and Trim					Covered	Soldate Sheet Metal - Roseville - 930646
<u>79200</u>	Joint Sealants					\$1,200	
<b>Division 8 Openings</b>							
<u>81113</u>	Metal Doors and Frames					\$15,785	
<u>83323</u>	Overhead Coiling Doors					\$4,985	The Door Company - Yuba City -496225
<u>87100</u>	Door Hardware					Covered	
<u>88000</u>	Glazing					\$12,099	Moules Foothill Glass - Auburn - 482054
<u>89100</u>	Louvers					Covered	Soldate Sheet Metal
<b>Division 9 Finishes</b>							
<u>99100</u>	Painting					\$5,600	Phillips Painting - Sacramento
<u>99623</u>	Graffiti Resistant Coatings					Covered	
<b>Division 10 Specialties</b>							
<u>10280</u>	Toilet Accessories					\$7,805	Murphy Specialties Inc. - Vacaville - 956735
-	Signage					\$1,150	
<b>Division 11-19 Not Used</b>							
-	Not Used					Not Used	
<b>Division 20-21 Not Used</b>							
-	Not Used					Not Used	
<b>Division 22 - Plumbing</b>							
<u>220500</u>	Common Work Results for Plumbing					\$78,600	L&J Plumbing - Citrus Heights - 938207
<u>220523</u>	General Duty Valves for Plumbing Piping					Covered	
<u>220529</u>	Hangers and Supports for Plumbing Piping and Equipment					Covered	
<u>220553</u>	Identification for Plumbing Piping and Equipment					Covered	
<u>220719</u>	Plumbing Piping Insulation					Covered	
<u>220800</u>	Commissioning of Plumbing					Covered	
<u>221116</u>	Domestic Water Piping					Covered	
<u>221119</u>	Domestic Water Piping Specialties					Covered	
<u>221316</u>	Sanitary Waste and Vent Piping					Covered	
<u>221319</u>	Sanitary Waste Piping Specialties					Covered	

<u>223300</u>	Electric Domestic Water Heaters					Covered			
<u>224200</u>	Commerical Plumbing Fixtures					Covered			
-									
<b><u>Division 23 - Heating, Ventilating and Air Conditioning</u></b>									
<u>230500</u>	Common Work Results for HVAC					Covered	Soldate Sheet Metal - Roseville - 930646		
<u>233100</u>	HVAC Ducts and Casings					Covered			
<u>233300</u>	Air Duct Accessories					Covered			
<u>233416</u>	Centrifugal Fans					Covered			
<u>233713</u>	Diffusers Registers and Grilles					Covered			
-									
<b><u>Divisions 24 - 25 Not Used</u></b>									
-	Not Used					Not Used			
-									
<b><u>Division 26 - Electrical</u></b>									
<u>260500</u>	Common Work Results for Electrical					\$76,782	K&B Electric - Loomis - 937299		
-									
<b><u>Divisions 27 - 31 Not Used</u></b>									
-	Not Used					Not Used			
-									
<b><u>Division 32 - Exterior Improvements</u></b>									
<u>323119</u>	Decorative Metal Fences and Gates					Covered	Finley Iron Works - Newcastle - 937299		
<u>323113</u>	Chain Link Fences and Gates					\$2,500			
-									
<b><u>Division 33 - 49 Not Used</u></b>									
-	Not Used					Not Used			
<b><u>Subtotal</u></b>									
						\$403,146			

**Exhibit D:  
Performance and Payment Bond Forms**

**PERFORMANCE BOND**

Bond No.: 106511234  
Premium: \$9,668

WHEREAS, the CITY OF SACRAMENTO, a municipal corporation, hereinafter called City, has conditionally awarded to: PNP Construction, Inc.

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

North Natomas Regional Park Concession/Restroom Building

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):

Travelers Casualty and Surety Company of America, 11070 White Rock Road, Ste. 130, Rancho Cordova, CA 95670 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 of Sacramento (City), as obligee, in the sum of:

Six Hundred Thirty-Eight Thousand Eight Hundred Seventy-Nine and 00/100 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 City and 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 August 10, 2016

PNP Construction, Inc.

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

Travelers Casualty and Surety Company of America

By [Signature] (Surety) (Seal)  
Title Karina Palmer, Attorney-in-Fact  
Agent Name and Address Warren G. Bender Co.  
516 Gibson Dr., Ste. 240, Roseville, CA 95678  
Agent Phone # (916) 380-5300  
Surety Phone # (916) 852-5266  
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 August 10, 2016 before me, J. A. Shiroma, Notary Public, personally appeared  
Date Here Insert Name and Title of the officer

Karina Palmer  
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: J. A. Shiroma  
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: Performance Bond # 100511234 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: \_\_\_\_\_



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230132

Certificate No. 006732338

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Stephen D. Bender, Edward D. Johnson, Todd J. Sorensen, Julie A. Shiroma, and Karina Palmer

of the City of Roseville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of March, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 29th day of March, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10 day of August, 2016

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Bond No.: 106511234  
Premium: Included with Performance Bond

**PAYMENT BOND**

WHEREAS, the CITY OF SACRAMENTO, a municipal corporation, hereinafter called City, has conditionally awarded to:

PNP Construction, Inc.

hereinafter called Contractor, a contract for construction of:

North Natomas Regional Park Concession/Restroom Building

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):

Travelers Casualty and Surety Company of America, 11070 White Rock Road, Ste. 130, Rancho Cordova, CA 95670

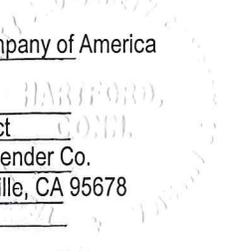
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of <sup>Six Hundred Thirty-Eight Thousand Eight Hundred</sup> ~~Seventy-Nine and 00/100~~, 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 August 10, 2016.

PNP Construction, Inc.  
By: [Signature] (Contractor) (Seal)  
Title: PRESIDENT

Travelers Casualty and Surety Company of America  
(Surety) (Seal)  
By: [Signature]  
Title: Karina Palmer, 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) 852-5266  
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 August 10, 2016 before me, J. A. Shiroma, Notary Public, personally appeared  
*Date Here Insert Name and Title of the officer*

Karina Palmer  
*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: [Handwritten Signature]  
*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: Payment Bond # 106511234 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: \_\_\_\_\_



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230132

Certificate No. 006732337

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Stephen D. Bender, Edward D. Johnson, Todd J. Sorensen, Julie A. Shiroma, and Karina Palmer

of the City of Roseville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of March, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 29th day of March, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10 day of August, 20 16.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**Exhibit E  
Guaranty Form**

**GUARANTEE**

We hereby guarantee to the City of Sacramento (City) the North Natomas Regional Park **Improvements** for one (1) year from final acceptance of the Work. 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 final acceptance without any expense whatsoever to 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) business days after being notified in writing, we collectively or separately, do hereby authorize City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefor immediately upon demand.

Dated: 08/10/2016

Signed: \_\_\_\_\_

Shawn Eric Payne

**Printed Name**

President

**Title**

PNP Construction, Inc.

**Company**

281 Nevada Street, Auburn, CA 95603

**Address**

### Exhibit I

#### Subcontractor and Local Business Enterprise Participation Form For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)

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

Prime Contractor Name	PNP Construction, Inc.	Date	08/10/2016
Prime Contractor Address	281 Nevada St., Auburn, CA 95603	Bid Amount	\$ 638,879.00
(REQUIRED) Prime Contractor DIR Registration #	1000004672	Is Prime LBE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Business Name	License Number	Address	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
Findley Iron Works	530311, 813868	150 Mandarin Hill Rd. Newcastle, CA 95658	100011903	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Metals & Welding	\$ 19,840.00
Contact Person	Robert or Talon Findley	Phone	916/663-1887			
Business Name	Soldate Sheet Metal	10632 Industrial Ave., #100 Roseville, CA 95678	1000005986	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Roofing & HVAC	\$ 55,800.00
License Number	930646	Contact Person	Irina Soldate			
Address	916/774-0405	Phone	916/774-0405			
Business Name	Townsend & Schmidt	186559	8788 Elder Creek Rd. Sacramento, CA 95828	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Masonry	\$ 121,000.00
License Number	1000000879	Contact Person	916/383-5354			
Address		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:		
Signature:	Title: President	Date: 08/10/2016

Form Revised  
3/9/15

Shawn Eric Payne

**Exhibit I**

**Subcontractor and Local Business Enterprise Participation Form  
For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)**

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

Prime Contractor Name	PNP Construction, Inc.	Date	08/10/2016
Prime Contractor Address	281 Nevada Street, Auburn, CA 95603	Bid Amount	\$638,879.00
(REQUIRED) Prime Contractor DIR Registration #		Is Prime LBE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Business Name	License Number	Address	City, State, Zip	Contact Person	Phone	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
K&B Electric	937299	P.O. Box 2233	Loomis, CA 95650	Kurt Holden	916/652-6524	1000000210	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Electric	\$ 76,782.00
L&I Plumbing	938207	7629 N. Colony Way	Citrus Heights, CA 95610	Luke Burgess	916/335-0331	1000016065	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Plumbing	\$ 78,600.00
Phillips Painting	506216	4550 24th Street	Sacramento, CA 95822	David Phillips	916/395-6205	1000006196	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Painting	\$ 5,600.00

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

PRINCIPAL OF FIRM	President	08/10/2016
Signature	Title	Date

Shawn Eric Payne

Form 18000001  
3/9/15









**Client:** Department of Parks and Recreation  
 North Natopias Regional Park  
 Concession Building  
 North Natopias Regional Park  
 20000 10th Street  
 Vancouver, BC  
 V6Y 1P8  
 Canada

**Project:** North Natopias Regional Park Concession Building

**Scale:** AS NOTED

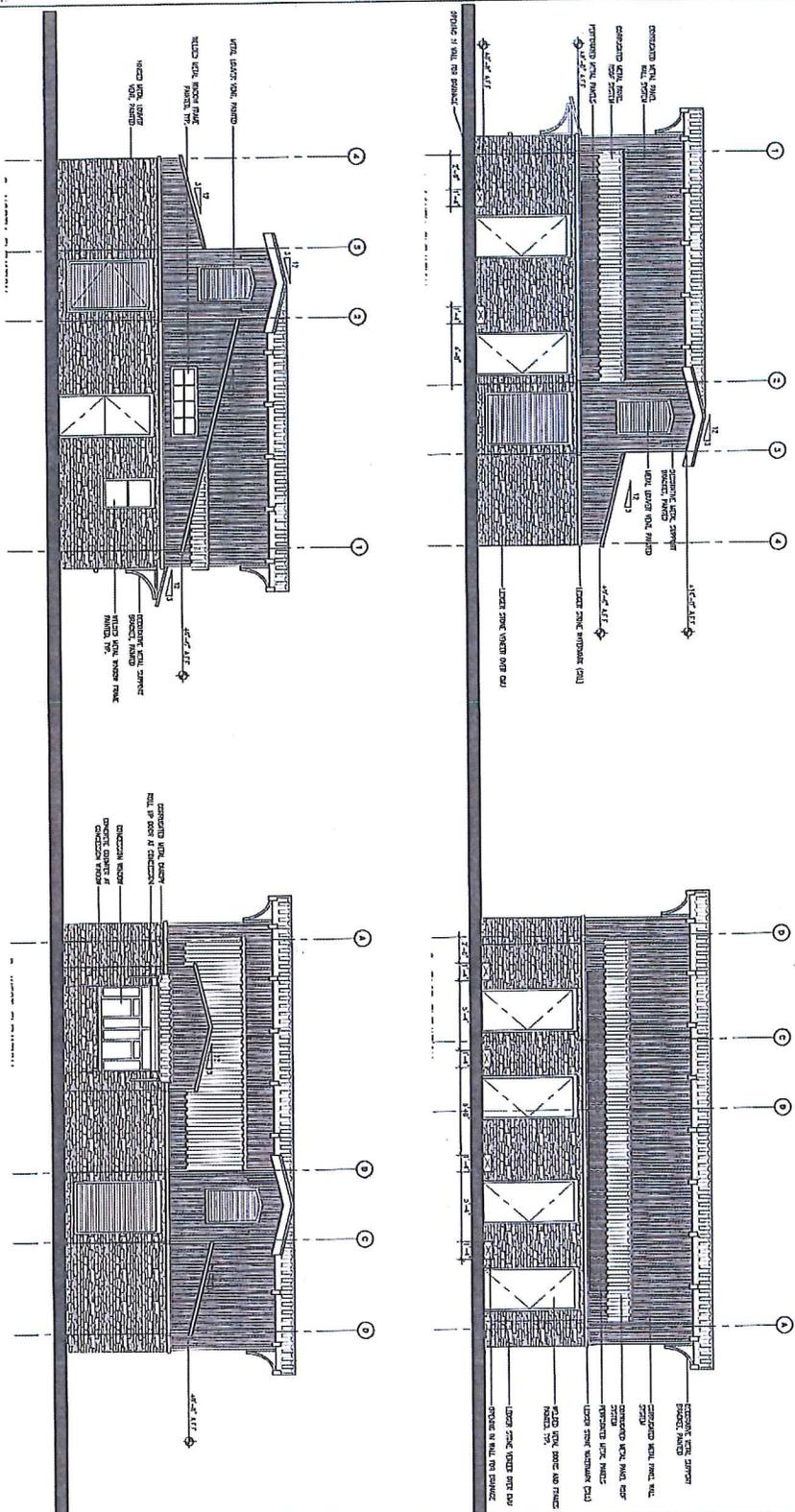
**Revision:** 0

**Author:** [Name]

**Checker:** [Name]

**Date:** [Date]

Revision	By	Date	Description
1	[Name]	[Date]	[Description]
2	[Name]	[Date]	[Description]
3	[Name]	[Date]	[Description]
4	[Name]	[Date]	[Description]
5	[Name]	[Date]	[Description]
6	[Name]	[Date]	[Description]
7	[Name]	[Date]	[Description]
8	[Name]	[Date]	[Description]
9	[Name]	[Date]	[Description]
10	[Name]	[Date]	[Description]



**1 EXTERIOR ELEVATIONS**

**Project No.:** 20-011700  
**Client:** [Name]  
**Scale:** AS NOTED  
**Revision:** 0

**Architectural Exterior Elevations**  
 Department of Parks and Recreation  
 North Natopias Regional Park  
 Concession Building  
 North Natopias Regional Park  
 20000 10th Street  
 Vancouver, BC  
 V6Y 1P8  
 Canada

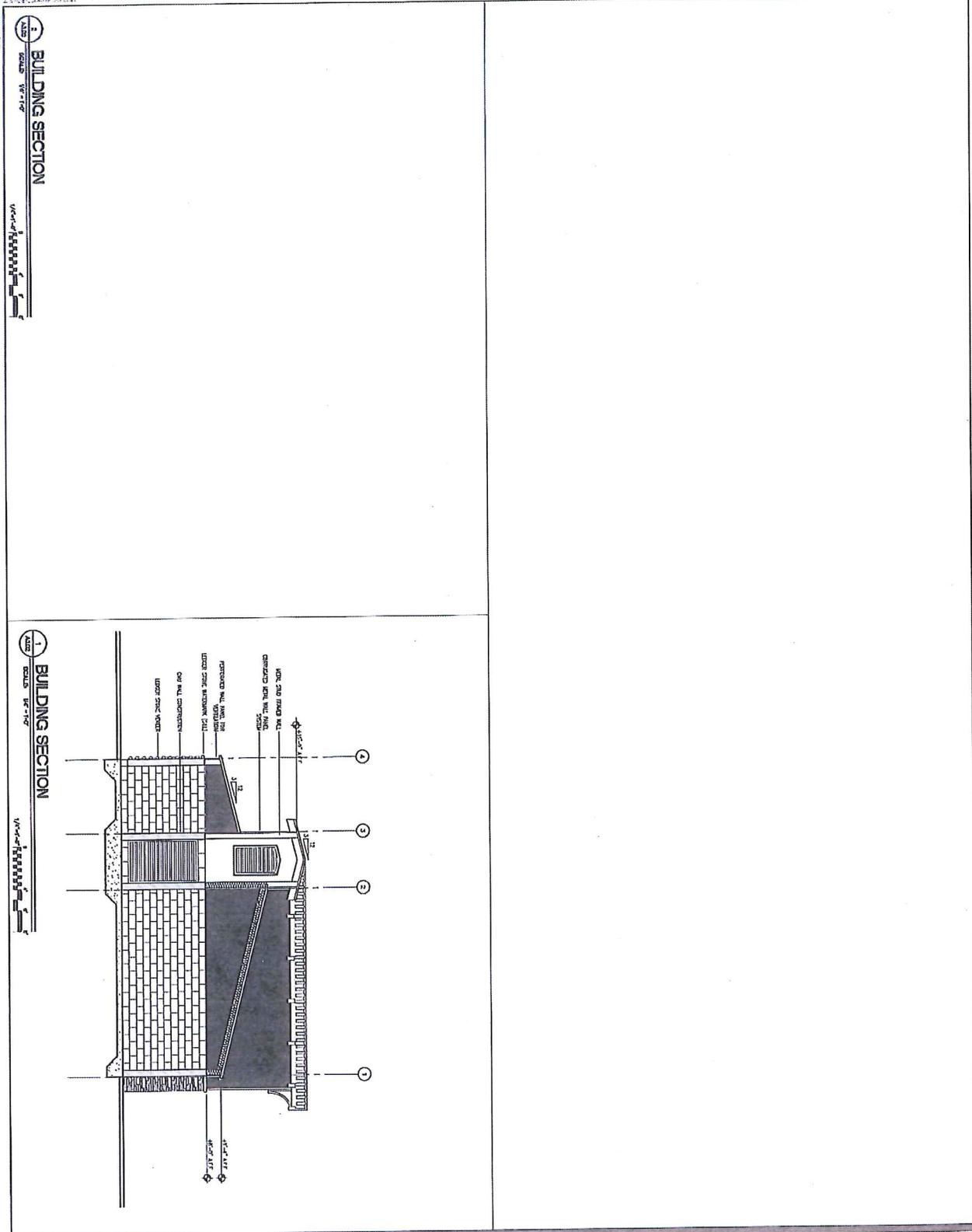
Ziglar, Douglas S. Inc.  
 2501 North Loop West  
 Suite 1000  
 Houston, TX 77002  
 Tel: 713.867.1234  
 Fax: 713.867.1235  
 www.ziglar.com

**Contract Record:**  
 Project Name: [Redacted]  
 Project No.: [Redacted]  
 Contract No.: [Redacted]  
 Contract Date: [Redacted]  
 Contract Value: [Redacted]

**Contract:**

**Version:**

**Notes:**



Item	Description	Quantity	Unit	Notes
1	Foundation			
2	Floor Joist			
3	Roof Truss			
4	Roof Deck			
5	Roofing			
6	Exterior Wall			
7	Interior Wall			
8	Window			
9	Door			
10	Floor Finish			
11	Wall Finish			
12	Ceiling Finish			
13	Roofing			
14	Roofing			
15	Roofing			
16	Roofing			
17	Roofing			
18	Roofing			
19	Roofing			
20	Roofing			
21	Roofing			
22	Roofing			
23	Roofing			
24	Roofing			
25	Roofing			
26	Roofing			
27	Roofing			
28	Roofing			
29	Roofing			
30	Roofing			
31	Roofing			
32	Roofing			
33	Roofing			
34	Roofing			
35	Roofing			
36	Roofing			
37	Roofing			
38	Roofing			
39	Roofing			
40	Roofing			
41	Roofing			
42	Roofing			
43	Roofing			
44	Roofing			
45	Roofing			
46	Roofing			
47	Roofing			
48	Roofing			
49	Roofing			
50	Roofing			

**Contract Record:**  
 Project Name: [Redacted]  
 Project No.: [Redacted]  
 Contract No.: [Redacted]  
 Contract Date: [Redacted]  
 Contract Value: [Redacted]

**Contract:**

**Version:**

**Notes:**

**Item:**

**Description:**  
 Department of Parks and Recreation  
 NORTHATOLLA REGIONAL PARK  
 CONVERSION BUILDING  
 SEASIDE, CA

**Sheet No.:** A3.02  
**Scale:** AS NOTED  
**Revision:** 0



# CERTIFICATE OF LIABILITY INSURANCE

PNPCO-1 OP ID: MM

DATE (MM/DD/YYYY)  
01/26/2016

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

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

PRODUCER Beach & O'Neill Insurance License #0E22542 7520 Greenback Ln Citrus Heights, CA 95610	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Financial Pacific Ins Co	31453
	INSURER B : Everest National Ins Co	10120
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED P N P Construction Inc  
281 Nevada St.  
Auburn, CA 95603

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	60435568	07/31/2015	07/31/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	X	60435568	07/31/2015	07/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTIONS				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X 7600000170151	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: North Natomas Regional Park @ 2501 New Market Dr. Sacramento, CA / City Of Sacramento and its officials, employees, agents and volunteers are named as Additional Insured per endorsement CG2010 1211. \*Auto Additional Insured applies per endorsement FPIC0200 1211. \*Primary Wording applies per attached endorsement. (Continued)

**CERTIFICATE HOLDER****CANCELLATION**

City Of Sacramento Parks & Recreation 915 I Street 3rd Fl. Sacramento, CA 95814	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/10/2016

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

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

PRODUCER Beach & O'Neill Insurance License #0E22542 7520 Greenback Ln Citrus Heights, CA 95610	CONTACT NAME: Patrick O'Neill	FAX (A/C, No): 916-676-0860	
	PHONE (A/C, No, Ext): 916-676-0844	E-MAIL ADDRESS:	
INSURED P N P Construction Inc 281 Nevada St. Auburn, CA 95603	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Financial Pacific Ins Co		31453
	INSURER B : Everest National Ins Co		10120
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		60435568	07/31/2016	07/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		60435568	07/31/2016	07/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	7600000170151	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Job #L19140200, North Natomas Regional Park Concession and Restroom / City Of Sacramento, its officials, employees and volunteers are named as Additional Insured per endorsement CG2010 1211. \*Auto Additional Insured applies per endorsement FPIC0200 1211. \*Work Comp Waiver of Subrogation applies per attached endorsement.

## CERTIFICATE HOLDER

## CANCELLATION

City Of Sacramento  
915 I Street 3rd Floor  
Sacramento, CA 95814

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

AUTHORIZED REPRESENTATIVE

*Kenji B.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

NAME OF PERSON OR ORGANIZATION

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

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

LOCATION OF JOB:

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

DESCRIPTION OF WORK:

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

PRIMARY CLAUSE:

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

WHO IS AN INSURED: (Section II)

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

EXCLUSION

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

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

WAIVER OF SUBROGATION:

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

Endorsement EFFECTIVE DATE: 07/31/2016

Endorsement EXPIRATION DATE: 07/31/2017

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

**BUSINESS AUTO ELITE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

**SECTION II – LIABILITY COVERAGE – Amendments**

**WHO IS AN INSURED**

The following are added to WHO IS AN INSURED:

**BLANKET ADDITIONAL INSUREDS**

Any person or organization with whom you agreed, pursuant to a written contract, to provide insurance such as is afforded under this Coverage Part, but only to the extent that the person or organization is held liable for your acts or omissions with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract has been executed prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, identified in this section, and is permitted by law.

**BROAD FORM NAMED INSURED**

Any business entity newly acquired or formed by you, other than a partnership, joint venture or limited liability company during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

**EMPLOYEES AS INSURED – HIRED AUTOS**

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**EMPLOYEES AS INSURED – NONOWNED AUTOS**

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

**COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

Supplementary Payments is amended as follows:

We will pay up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day, because of time off from work.

**SECTION III - PHYSICAL DAMAGE COVERAGE - Amendments**

**AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE EXTENSION**

Any reference to equipment for the reproduction of sound also includes video and global positioning systems.

**EXPANDED TOWING COVERAGE**

In addition to the towing and labor limit shown in the Declarations for private passenger type "autos," we will pay up to \$75 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only to an "auto" covered on this policy for other physical damage coverage.

**EXPANDED TRANSPORTATION EXPENSE**

Coverage Extensions – Transportation Expenses is deleted and replaced by the following:

We will pay up to \$60 per day to a maximum of \$1,800 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after

the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

#### **EXTRA EXPENSE – STOLEN AUTOS**

We will pay up to \$1,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

#### **HIRED CAR PHYSICAL DAMAGE COVERAGE**

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If Comprehensive, Specified Causes of Loss or Collision coverage is provided to all owned autos by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the minimum coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

1. \$50,000; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss;" or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
  - a) The operational safety of the vehicle might otherwise be impaired;
  - b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;
  - c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost;
  - d) For vehicles insured under policies written on or before December 31, 2003, the vehicle has been used no more than 15,000 miles unless the pre-accident condition warrants otherwise; or
  - e) For vehicles insured under policies written on or after January 1, 2004, the vehicle has been used no more than 20,000 miles unless the pre-accident condition warrants otherwise.

#### **FPIC0200 (12-11)**

For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

#### **LOAN/LEASE GAP COVERAGE**

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If a long-term leased or financed "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor or financial institution is an additional insured under this Coverage Part, we will pay up to a maximum of \$15,000 the difference between amounts you owe the lessor or financial institution under the lease or loan terms and the amount of insurance paid the lessor or financial institution for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor or financial institution; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry-over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto". This coverage is excess insurance over any other collectible insurance or lease provision.

#### **PERSONAL EFFECTS COVERAGE**

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

1. Owned by an "insured;" and
2. In or on your covered "auto;" in the event of a total theft "loss" of your covered "auto."

No deductibles apply to Personal Effects Coverage.

#### **RENTAL REIMBURSEMENT COVERAGE**

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to Rental Reimbursement Coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - b) The number of days shown in the Schedule.
3. This coverage applies only to a covered "auto" for which there is Comprehensive, Specified Causes of Loss or Collision Coverage provided on this covered "auto." If there is no Collision Coverage for a covered "auto," then Rental Reimbursement Coverage will not apply to a Collision loss involving that covered "auto."
4. Our payment is limited to the lesser of the following amounts:
  - a) Necessary and actual expenses incurred.
  - b) \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA 9923 on this policy.

**WAIVER OF DEDUCTIBLE – GLASS**

**Deductible** is amended by adding the following:

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

**SECTION IV – BUSINESS AUTO CONDITIONS – Amendments**

**LOSS CONDITIONS**

**KNOWLEDGE OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the

subsequent investigation of such claims or "suits", under **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**, do not apply until the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property, which was subject to the "loss."

**BLANKET WAIVER OF SUBROGATION**

**Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

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

**GENERAL CONDITIONS**

**UNINTENTIONAL ERRORS OR OMISSIONS**

**Concealment, Misrepresentation Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**SECTION V – DEFINITIONS - Amendment**

**MENTAL ANGUISH**

The definition of "bodily injury" is amended to include mental anguish resulting from any "bodily injury," sickness or disease sustained by a person.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

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

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

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

CITY OF SACRAMENTO AND ITS OFFICIALS AND EMPLOYEES  
915 I STREET 3RD FL.  
SACRAMENTO, CA 95814

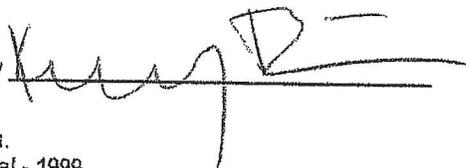
CONCRETE AND CARPENTRY WORK NORTH  
NATOMAS REGIONAL PARK 2501 NEW  
MARKET DR., SACRAMENTO CA 95835

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 01-22-16      Policy No. 7600000170151      Endorsement No. 001  
Insured PNP 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.

1023950

1023950

<sup>City of</sup>  
**SACRAMENTO**

**BUSINESS OPERATIONS TAX CERTIFICATE**

Business Name	PNP CONSTRUCTION
Business Address	281 NEVADA ST
Owner	PNP CONSTRUCTION
Type of Business	GENERAL CONTRACT
Tax Classification	401

FROM	TO
Mo. Day Yr.	Mo. Day Yr.
01/01/2016	12/31/2016

Expires

TOTAL  
PAID: \$187.00

PNP CONSTRUCTION  
281 NEVADA ST  
AUBURN, CA 95603-4617

**CITY OF SACRAMENTO**

VOID

IF NOT **1 0 2016**

VALIDATED

**PAID**

THIS STUB MAY BE  
FOLDED/DETACHED  
BEFORE POSTING

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

City of Sacramento  
 Revenue Division  
 915 J Street, Room 1214  
 (916) 808-8500

City of Sacramento • Revenue Division  
 151 Street, Room 1214 • Sacramento, California 95814  
 916.808.8500  
<http://www.cityofsacramento.org/finance/revenue/>

**NEW BUSINESS LICENSE  
 TAX APPLICATION**

Business Tax Payment 1x 187.00 187.00  
 Tax Account #: 1023950

NO 1023950

SubTotal: 187.00  
 Total: 187.00

Check PM  
 Number: 8704 187.00

1/29/2016 14:52 Wendy G  
 #8182235 /902/802 8632873  
 Receipt #: Pay for your parking citation at:  
 www.cityofsacramento.org

Thank You.

NEW OR CHANGES? <input checked="" type="checkbox"/> NEW <input type="checkbox"/> CHANGES		STARTING DATE 3/1/2016
OWNERSHIP TYPE <input type="checkbox"/> SOLE <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> LLC <input type="checkbox"/> TRUST <input type="checkbox"/> OTHER
TELEPHONE NO. 85-9360	SITE ADDRESS www.gopnp.com	
STATE EMPLOYER ID NO. 1670	N/A	NO. OF EMPLOYEES 1

BUSINESS LOCATION ADDRESS 281 Nevada Street, Auburn, CA 95603

BUSINESS ZONED:  COMMERCIAL OR  RESIDENTIAL HOME OCCUPATION PERMIT # \_\_\_\_\_ (CHECK ONE)

OWNER/CORPORATION ADDRESS (STREET NAME AND NO., SUITE NO., CITY, STATE, ZIP CODE)  
 PNP Construction, Inc. / 281 Nevada Street, Auburn, CA 95603

IF CORPORATION: NAME/ADDRESS TO RECEIVE LEGAL DOCUMENTS  
 PNP Construction, Inc. / 281 Nevada Street, Auburn, CA 95603

MAILING ADDRESS (WHERE YOU WANT US TO MAIL THE BUSINESS TAX CERTIFICATE OR OTHER CORRESPONDENCE)  
 281 Nevada Street, Auburn, CA 95603

**CONTACT INFORMATION**

OWNER OR CORPORATE OFFICERS' NAME & TITLE (STATE CONTRACTOR, SEE BELOW*)	RELATIONSHIP TO COMPANY	SOCIAL SECURITY NO.	CA DRIVER'S LICENSE
1) Shawn Eric Payne	President	190-66-9962	A3673406
2)			
3)			

\*STATE CONTRACTOR LICENSE NO.

**BUSINESS LICENSE TAX CALCULATION**

GROSS RECEIPTS – estimated for the first year or actual for renewal	\$ 400,000.00
GROSS PAYROLL – estimated for the first year or actual for renewal	\$ N/A
# OF YEARS LICENCED WITH THE STATE	14 Years
# OF RENTAL UNITS (IF APPLICABLE)	N/A
# OF PROFESSIONAL EMPLOYEES	

**RESOURCE INFORMATION**

Please note: Once you are registered, the City's Economic Development Department will send you business resource information by e-mail or mail.

I declare under penalty of perjury that to my knowledge all information contained on this application is true and correct. This tax certificate is for revenue purposes only and does not imply conformance with applicable city codes and ordinances. You are advised to check your proposed business location and structure with the City Planning Division for compliance with zoning codes and the Building Inspections Division for compliance with building codes.

SIGN HERE [Signature] DATE 1/29/16

**TEMPORARY CERTIFICATE**  
 Not valid more than 45 days from validation date

Your Business Tax Certificate will be sent to you approximately two weeks.

This certificate must be renewed annually

8704

VOID IF NOT  
**CITY OF SACRAMENTO**  
 VALIDATED  
 JAN 29 2016  
 PAID

FOR OFFICIAL CITY USE ONLY	
TAX	\$ 1810.00
BIA	\$
HOP	\$
DUP/PEN	\$
Dis. Access Fee	\$ 1.00
TOTAL	\$ 1817.00
BY	<u>[Signature]</u>

#8182235-902-01/29/16-Business T 187.00