



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File #: 2016-01121

Consent Item 03

Title: Contract: Valley Hi Park Improvements

Recommendation: Pass a Motion: 1) approving the construction plans and specifications for Valley Hi Park Improvements project; 2) awarding the contract to Abide Builders for an amount not-to-exceed \$162,172; and 3) authorizing the City Manager or City Manager's designee to execute the contract with Abide Builders.

Location: District 7

Contact: C. Gary Hyden, Park Planning and Development Manager, (916) 808-1949, Tin-Wah Wong, Associate Landscape Architect, (916) 808-5540, Department of Parks and Recreation

Presenter: None

Department: Parks and Recreation

Attachments:

1-Description/Analysis

2-Contract

Description/Analysis

Issue Detail: The Department of Parks and Recreation is seeking approval to award a contract to Abide Builders for improvements at Valley Hi Park in an amount not-to-exceed \$162,172. The development will consist of demolition, clearing and grubbing, concrete walkways, benches, picnic tables, irrigation and landscaping.

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

Construction of the Valley Hi Park Improvements project is expected to be completed in December 2016.

Policy Considerations: Providing parks and recreation facilities is consistent with the City's strategic plan to enhance livability in Sacramento's neighborhoods by expanding park, recreation, and trail facilities throughout the City. This is also part of the Park Development Process for park planning as stated in the *2005-2010 Parks and Recreation Master Plan*. Sacramento City Code Chapter 3.60 identifies the general guidelines for completing contracts for public projects and procedures for bidding and issuing contracts over \$100,000.

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

This park construction project, which totals \$162,172, is expected to create 0.65 total jobs (0.37 direct jobs and 0.28 additional jobs through indirect and induced activities). Furthermore, it will create \$100,131 in total economic output (\$63,113 of direct output and another \$37,018 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 Number 15303 of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.). Exemption 15303 consists of construction of small accessory structures.

Sustainability: The Valley Hi Park Improvements 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 improvements are also consistent with sustainable design through the use of recycled materials, and use of local vendors.

Commission/Committee Action: None

Rationale for Recommendation: The formal bidding process for the Valley Hi Park Improvements project was posted in accordance with City Code Chapter 3.60 and Administrative Policy AP-4002. The bids were opened on September 7, 2016. Staff received four bids, one of which was non-responsive, and the results are listed below:

<u>CONTRACTOR</u>	<u>Base Bid</u>	<u>Additive Alternate #1</u>	<u>Additive Alternate #2</u>	<u>Total Bid</u>	<u>Met M/WBE Effort</u>
Abide Builders	\$103,600	\$58,572	\$46,868	\$209,040	Yes
B and M Builders	\$171,240	\$84,250	\$53,000	\$308,490	Yes
Dominguez Landscape Service	\$262,597	\$56,816	\$35,824	\$355,237	No
Pacific Infrastructure Co.	\$294,660	\$41,000	\$18,700	\$354,360	Yes

The Engineer's Estimate for the base bid of this project was \$167,809. Pursuant to City Code Section 3.60.020 and 3.60.360 E, it was determined that Abide Builders had the lowest, responsible bid (based on the base bid plus additive alternate #1) and is a responsible bidder.

Financial Considerations: The total estimated project cost is \$162,172. There are sufficient funds in L19101000 to award the contract.

This is an existing park; the annual maintenance and utilities costs are covered in the Department of Parks and Recreation's operating budget for maintenance, water, and utility costs.

Local Business Enterprise (LBE): Since this project has state and federal CDBG funding, the City's LBE requirement is held in abeyance. The use of CDBG funds requires that the contractor make a good faith effort to recruit sub-contractors who are Minority/Women Owned Business Enterprises (M/WBE). Abide Builders met the requirements for the M/WBE Good Faith Effort.

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2016, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Abide Builders, Inc., 825 Riverside Pkwy. Suite 120, West Sacramento, CA 95605 ("Contractor") in the amount of **ONE HUNDRED SIXTY TWO THOUSAND, ONE HUNDRED SEVENTY TWO DOLLARS AND NO CENTS (\$162,172.00)**.

1. **CONTRACT DOCUMENTS**

The City and Contractor hereby mutually agree as follows:

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:

Valley Hi Park Improvements (PN: L19101000)

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

A1. Remove and Replace Concrete Flatwork

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 Fifteen (15) days 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 \$1000.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

- A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or

independent contractors who are directly responsible to City, or (ii) the active negligence of City.

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

During the entire term of 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) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

- (4) 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 EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:

certificates-sacramento@riskworks.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:

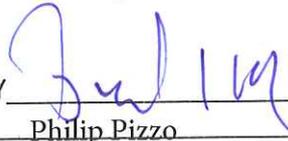
- A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or 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 9/16/2016

BY 
Philip Pizzo
Print Name
President

Title

BY _____

Print Name

Title
208176426

Federal ID#
27262963

State ID#
157420

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

Type of Business Entity (*check one*):

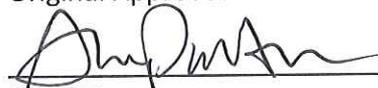
- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (*please specify:* _____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: John F. Shirey, City Manager

Original Approved As To Form:


City Attorney

Attest:

City Clerk

CONTRACTOR NAME: Abide Builders, Inc.

TO THE HONORABLE CITY COUNCIL
 SACRAMENTO, CALIFORNIA:

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

**BID PROPOSAL
 VALLEY HI PARK IMPROVEMENTS
 (L19101000)**

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	1	LS	\$ <u>3,500</u>	\$ <u>3,500</u>
2.	Site Clearing and Grubbing	1	LS	\$ <u>10,000</u>	\$ <u>10,000</u>
3.	Tree Protection	1	LS	\$ <u>800</u>	\$ <u>800</u>
4.	Demolition	1	LS	\$ <u>9000</u>	\$ <u>9000</u>
5.	Site Grading	1	LS	\$ <u>25,000</u>	\$ <u>25,000</u>
6.	Aggregate Base	1	LS	\$ <u>10,800</u>	\$ <u>10,800</u>
7.	Concrete Flatwork	1	LS	\$ <u>35,000</u>	\$ <u>35,000</u>
8.	Irrigation System Modifications	1	LS	\$ <u>1,200</u>	\$ <u>1,200</u>
9.	Lawn Sodding	1	LS	\$ <u>5,000</u>	\$ <u>5,000</u>
10.	Bench	1	LS	\$ <u>2,500</u>	\$ <u>2,500</u>
11.	Picnic Table	1	LS	\$ <u>800</u>	\$ <u>800</u>
BASE BID SUBTOTAL					\$ <u>103,600</u>

ADDITIVE ALTERNATE BID ITEMS:

A1.	Remove and Replace Concrete Flatwork	1	LS	<u>58,572⁻</u>	<u>58,572⁻</u>
A2.	Remove and Replace Concrete Flatwork	1	LS	<u>46,868⁻</u>	<u>46,868⁻</u>
ADDITIVE ALTERNATE SUBTOTAL					\$ <u>105,440⁻</u>
BASE BID PLUS ADDITIVE ALTERNATE TOTAL					\$ <u>209,040⁻</u>

(F) – denotes final pay quantity

CONTRACTOR NAME: Abide Builders, Inc. TOTAL \$ 209,040⁻

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

It is understood that this Bid Proposal is based upon completion of the Work within a period of FIFTEEN (15) WORKING DAYS. 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.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City,

such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's estimate of the estimated quantities of work to be performed as items of work.

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

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

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

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

Add. #	<u>1</u>	DATE	<u>8/22/2016</u>
Add. #	<u>2</u>	DATE	<u>8/28/2016</u>
Add. #	<u>3</u>	DATE	<u>8/30/2016</u>

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ _____) 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



CONTRACTOR

By: 
(Signature)

Philip Pizzo

(Print or Type)

President

Title _____
Address 825 Riverside Pkwy, Suite 120
West Sacramento, CA 95605

Telephone No. 916-375-1009

Fax No. 916-375-1049

Email Address ppizzo@abidebuilders.com

Date 9/7/2016

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

Contractor's License No. 891745 Type A/B
Expiration Date 2/28/2017
Tax I.D. Nos. - Fed. 20-8176426 State CA
City of Sacramento Business Operation Tax Certificate No. 157420
(City will not award contract if Certificate Number is missing.)

City of
SACRAMENTO

SUBCONTRACTORS LIST

READ THE FOLLOWING REQUIREMENT CAREFULLY To be eligible for award of this contract, the bidder shall list any business and all subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one 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 inclusion of false information or the omission of required information may render the bid non-responsive.

SUBCONTRACTOR			
Name	Harrison Concrete Cutting	Contact	Josh Harrison
Address:	33522 Co Road 24	Phone	530-662-2185
City, State, Zip	Woodland, CA 95695	Dollar Value	\$15,467.00
Description of Services	Concrete Demolition		
Contractor Lic. #	764041 ✓	DIR Registration #	1000002611 ✓
SUBCONTRACTOR			
Name	Folsom Ready Mix	Contact	Jon Jackson
Address:	3401 Fitzgerald Road	Phone	916-851-8300
City, State, Zip	Rancho Cordova, CA 95742	Dollar Value	\$24,000.00
Description of Services	Concrete Supplier		
Contractor Lic. #	N/A	DIR Registration #	1000039899 ✓
SUBCONTRACTOR			
Name		Contact	
Address:		Phone	
City, State, Zip		Dollar Value	
Description of Services			
Contractor Lic. #		DIR Registration #	
SUBCONTRACTOR			
Name		Contact	
Address:		Phone	
City, State, Zip		Dollar Value	
Description of Services			
Contractor Lic. #		DIR Registration #	
SUBCONTRACTOR			
Name		Contact	
Address:		Phone	
City, State, Zip		Dollar Value	
Description of Services			
Contractor Lic. #		DIR Registration #	

Add additional pages if necessary.

Revised 4/15/14

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.**

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____
 Date Violation Type Place of Occurrence

If additional space is required use back of this form.

* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Abide Builders, Inc.
 BY:  President Date: 9/7/2016
 Signature Title

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

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

Minimum Qualifications Questionnaire
Page 1 of 6

QUESTIONNAIRE

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

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years
The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. **Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:**
A/B 2/28/2017 # 891745
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

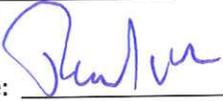
RESOLUTION NO.: 2007-574

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 West Sacramento, on 9/7/2016.
(Location) (Date)

Signature: 
Print name: Philip Pizzo
Title: President

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 6 of 6

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (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 \$25,000.00. 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 provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

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 contracts 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 of 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**

Abide Builders, Inc.

Name of Contractor

825 Riverside Pkwy, Suite 120 West Sacramento, CA 95605

Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") 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 of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$100,000.00 as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$100,000.00 in total value.
4. 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.

5. 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:
 - 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).
- 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.

- 6. I understand that failure to comply with the provisions of Section 5. (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,

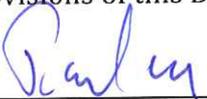
for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

7. 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.
8. 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 EBO 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.

9. 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 City's Equal Benefits Requirements or of the Ordinance by me.

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

Philip Pizzo

Print Name

President

Title

9/7/2016

Date



**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 ...

- 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 95814-2714
- o 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 95814-2714
- 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.

Contractor's License Detail for License # 891745

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

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

ABIDE BUILDERS INC
825 RIVERSIDE PARKWAY STE 120
WEST SACRAMENTO, CA 95605
Business Phone Number:(916) 375-1009

Entity Corporation

Issue Date 02/28/2007

Expire Date **02/28/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with OLD REPUBLIC SURETY COMPANY.

Bond Number: WCL1245856

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual PHILIP JOSEPH PIZZO certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 02/28/2007

Workers' Compensation

This license has workers compensation insurance with the EVEREST NATIONAL INSURANCE COMPANY

Policy Number:7600014684

Effective Date: 04/01/2015

Expire Date: 04/01/2017

Workers' Compensation History

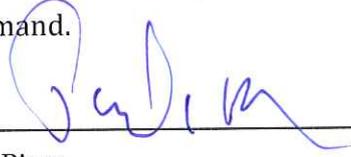
Other

GUARANTEE

We hereby guarantee the **Valley Hi Park Improvements Project** (PN: L19101000) the 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, therefor immediately upon demand.

Dated: 9/16/2016

Signed: 

Philip Pizzo

Printed Name

Abide Builders, Inc.

Company

825 Riverside Parkway, Suite 120

Address

West Sacramento, CA 95605

WORKER'S COMPENSATION CERTIFICATION

**VALLEY HI PARK IMPROVEMENTS PROJECT
(PN: L19101000)**

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:

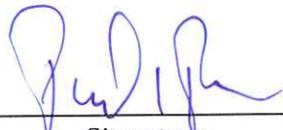
- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory 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: 9/16/2016 Contractor Abide Builders, Inc.

By 
Signature

Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of \$250,000 or more:

1. **Definitions.** For purposes of this section, the following terms, words and phrases shall have the following meanings:

"Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

"Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

"Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

"Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

"Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

"Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

"Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

"Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

"Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan.** A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of all bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City (\$50-\$250 for first offense, \$251-\$500 for second offense, and \$501-\$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Form
submitted by:

Abide Builders, Inc./Philip Pizzo 916-375-1009/ppizzo@abidebuilders.com

Please attach a business card, or put your name with a phone number and/or an email address.

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min \$40, max \$800); security deposit, if applicable, is 1% of bid amount (max \$10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Job Address:	8185 Center Parkway, Sacramento, CA	Engineering Estimate:	162,000.00
Contractor:	Abide Builders, Inc.	Phone:	916-375-1009
Address:	825 Riverside Pkwy, Ste 120, West Sacramento, CA 95605	Email:	ppizzo@abidebuilders.com

B. Briefly describe the project:

Park improvements; demolition, clearing, grubbing, grading, concrete walkways, sod & Irrigation modifications.

C. Materials Required to be Recycled

50% of all debris must be recycled if generated during the course of your project. You can either source-separate them, which may be hauled by anyone, or mix them in one container and send the mixed C&D debris load to a Certified Mixed C&D Sorting Facility. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see the Definitions section, on the next page, for more information.

50%
of all debris
must be recycled

D. Material Management.

- How will C&D debris will be stored on the project site: Mixed C&D Source-Separated
Self performed-Abide Builders, Inc.
- Company to haul away debris: _____
- Facilities to receive debris: L & D Landfill

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at <http://www.cityofsacramento.org/utilities/>.

1. **Self-haul or self-hauling:** This is when the general contractor or a subcontractor who is doing work on the project hauls their own waste materials for recycling or disposal. Note that a jobsite cleanup crew is not doing other work on the project and is not self-hauling. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler:** Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation:** This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris:** This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility:** See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL Clean Wood Waste** (unpainted, untreated lumber, plywood and OSB), **Inert Materials** (concrete, asphalt paving, brick, block, and dirt), **Wooden Pallets**, **Scrap Metal**, and **Corrugated Cardboard** must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4833 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
Florin-Perkins Public Disposal	(916) 443-5120
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

Recyclers*		Recovery Stations & Landfills	
Bell Marine	(916) 442-9089	Elder Creek Recovery & Transfer Station	(916) 387-8425
C & C Paper Recycling	(916) 920-2673	Kiefer Landfill	(916) 875-5555
EBI Aggregates	(916) 372-7580	L & D Landfill	(916) 383-9420
International Paper	(916) 371-4634	North Area Recovery Station	(916) 875-5555
Modern Waste Solutions	(916) 447-6800	Sacramento Recycling & Transfer Station	(916) 379-0500
PRIDE Industries, Inc.	(916) 640-1300	Waste Management Recycle America	(916) 452-0142
Recycling Industries, Inc.	(916) 452-3961		
Sacramento Local Conservation Corps	(916) 386-8394		
Smurfit-Stone Container Corporation	(916) 381-3340		
Southside Art Center	(916) 387-8080		
Spencer Building Maintenance, Inc.	(916) 922-1900		

More updated information can be found online at:

<http://www.cityofsacramento.org/utilities/>

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.

SPECIAL PROVISIONS FOR:
VALLEY HI PARK IMPROVEMENTS
PN: L19-1010-00

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of the improvements at Valley Hi Park in South Sacramento at 8185 Center Parkway. The improvements will consist of 0.13 acres, demolition, clearing and grubbing, grading, concrete walkways, sod and irrigation modifications.

B. COMPLETION TIME

The time for the completion of all work is **15 (FIFTEEN) working days** 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:

If a prime Contractor fails to specify to 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. If after award of the Contractor such prime Contractor shall, except as provided in Section 4107 or 4109 of the Act, the subcontract any portion of the work, such prime Contractor shall be subject to the penalties specified in Section 4111 of the Act.

Contractor shall perform with his own organization and with the assistance of workers under his immediate superintendent, work of a value not less than twenty percent (20%) of the value of all work in the Contract. The value of any work subcontracted shall be determined by multiplying the number of units subcontracted of any item as determined from the Landscape Architect's Estimate by the unit price.

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, Landscape Architects, and with other Contractors in every way possible. The Landscape Architects shall designate sequence of construction in case of controversy between Contractors.

iv. Standard Specifications Section 8 MEASUREMENT OF QUANTITIES

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

- v. Special Notice Regarding Standard Specifications: The Standard Specifications of the City of Sacramento, dated June 2007, are subject to the provisions of Title 3 of the Sacramento City Code. If there is any conflict between the Standard Specifications as currently written and Title 3 of the Sacramento City Code, the latter shall govern.
- vi. Standard Specifications Section 7 PROSECUTION AND PROGRESS. Add the following after the last paragraph of the Standard Specifications. Section 7-2 WORK SCHEDULE AND ADEQUATE RESOURCES. Contractor shall submit with each Pay Request Application an updated Work Schedule. The updated Work Schedule is an integral part of the Pay Request Application. The Pay Request Application will not be accepted for processing without an accompanying updated Work Schedule.

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

D. SUBCONTRACTORS

The Contractor shall comply with Section 2-9 of the Standard Specifications except that the limit of subletting to 50% of the Contract amount shall not apply.

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 ***Tin-Wah Wong, City Project Manager / Landscape Architect, Department of Parks and Recreation, Park Planning & Development Services, Landscape Architecture Section, 915 I Street, 3^d Floor, Sacramento, CA 95814, (916) 808-5540, FAX (916) 808-8275.***

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

H. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

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

I. WORKMANSHIP AND MATERIALS

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

J. TRADE NAMES AND ALTERNATIVES

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

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

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

the requesting letter where deviations in the quality, criteria, characteristics or dimensions exist.

K. ACCIDENT PREVENTION

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

L. LOCATION OF EQUIPMENT AND PIPING

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

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

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

N. CONFLICTS

This Section of the Special Provisions shall supersede Section 5-3 of the Standard Specifications. In case of conflict between drawings and

specifications, the drawings shall govern in matters of quantity, the specifications in matters of quality. In case of conflict within the drawings involving quantities or within the specifications involving qualities, the greater quantity and the higher quality shall be furnished.

O. PROTECTION OF FACILITIES

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

P. PROTECTION OF DRAINAGE FACILITIES

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

Q. CLEANING

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees work, and at the completion of work, he shall remove all his rubbish from and about the site and all his tools, scaffolding and surplus materials, and shall leave his work area, including all sidewalks and paving areas "broom clean", or its equivalent, unless more exactly specified in other trade sections of the specifications. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor. The Contractor at his expense shall remove spillage resulting from hauling operations along or across any public traveled way immediately. Water or dust palliative shall be applied if ordered by the Park Construction Landscape Architect 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>
Concrete Pavement	X		X
Reinforcement	X		
Aggregate Base	X		
Expansion Joint Material	X		
PVC Pipe Fittings	X		
Solvent Weld for PVC	X		
Swing Joint Assemblies	X		
Irrigation Piping	X		
Control Wire and Connectors	X		
Spray Heads	X		
Rotors	X		
PVC Pipe Fittings	X		
Electrical Material	X		
Turf Sod	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 and OPERATING MANUALS

Record Drawings

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

T. LICENSE REQUIREMENTS

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

U. PROTECTION OF EXISTING CONCRETE AND ASPHALT PAVEMENTS

Contractor shall repair and replace to City standards any existing asphalt or concrete pavements damaged during construction activities at no expense to the City. These pavement areas include street, curb and gutter, sidewalk and park path. Contractor shall meet with City Landscape Architect 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 Landscape Architect and other staff as necessary to complete the Project in an efficient workmanlike manner; Submittals; Record Drawings; Maintenance of Traffic, Public Safety, and Convenience; Protection of Existing Improvements; Construction Facilities and Temporary Controls; Temporary Electricity; Project Closeout; and Operation and Maintenance Data for this project.

W. City Code 3.60.020 Determination of lowest responsible bidder

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

- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality of a public project to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract; (iii) the ability of the bidder to perform the contract within the time specified, without delay; (iv) the character, integrity,

reputation, judgment, experience and efficiency of the bidder; and (v) the quality of the bidder's performance on previous contracts with the city.

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

c. The city council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of **local business enterprises** in the city's contracting for public projects. The lowest responsible bidder shall be the responsible bidder whose bid is responsive to the bid requirements, including without limitation any **local business** enterprise program requirements included in the bid specifications, and whose bid price is the lowest, after all bid prices are calculated to include any applicable bid price preferences. (Ord. 2002-013 § 2: Ord. 99-007 § 3: prior code § 58.01.102)

X. **City of Sacramento Subcontractor and LBE Participation Verification Form**

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

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

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

Z1. TRAFFIC CONTROL

Unless otherwise approved by the Construction Landscape Architect, provide necessary barricades, detours, warning devices,

flagmen, and equipment movements to maintain vehicle and pedestrian traffic on public streets and sidewalk.

Z2. 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

This item shall consist of furnishing, installing and maintaining a 6' high temporary construction Chain Link Fence around construction area as 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 or as directed by the Landscape Architect. Fences with panel stands are preferred over in-ground mount.

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 Temporary Construction Fence as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 2 – Site Clearing and Grubbing

This item shall consist of Site Clearing and Grubbing for the park development in conformance with Sections 12, 13, and 15 of the Standard Specifications and these Special Provisions.

- A. Clearing and Grubbing shall conform to Section 12 of the Standard Specifications. All weeds under two inches (2") in height may be disked under to a minimum depth of six inches (6"). All other weeds, shrubs, brush, vines, debris and all

other objection material within the project site shall be removed and legally disposed of away from the project site at contractors cost.

- B. Disposal – All removed items and resulting debris from the demolition shall become the property of the Contractor and shall be disposed of off the project site at the expense of the Contractor.

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

Item No. 3 – Tree Protection

This item shall consist of Tree Protection as shown in conformance with the Standard Specifications and as amended by these Special Provisions.

- A. Prior to the start of demolition an orange plastic fencing (minimum 48" tall fencing) shall be installed around the existing trees within the projects limit of work. Dimensions will be contingent upon tree size and species. The fencing shall remain in place for the duration of the project except for the temporary removal required to replace existing curb, gutter, and sidewalk.
- B. The Contractor shall hire an International Society of Arboriculture (ISA) certified arborist to make inspections during the paving demolition and excavation for aggregate base. The arborist shall ensure the protective fencing stays in place and to monitor tree health. The arborist will take any required action i.e. supplemental irrigation, fertilization, soil compaction, and recommend any remediation to ensure the health of the trees is maintained.
- C. No excavation for concrete paving / aggregate base grade changes, storage of materials or parking of vehicles shall be allowed within the tree protection area. Boring or hand excavation for aggregate base, utilities shall be done by the contractor within the tree drip line and shall be under the supervision of the project arborist.
- D. If during excavation a tree roots greater than two inches in diameter is encountered, then all work shall stop immediately until project arborist can perform an on-site inspection. All roots shall be cut clean and the tree affected may require supplemental irrigation/fertilization and pruning as a result of root pruning.

- E. Pruning will be allowed only at the arborist direction for concrete pavement, aggregate base, excavation or other equipment clearance. The contractor may be required to prune the entire tree. Prior to any additional pruning the contractor shall provide a proposal in writing to the City and shall not complete any pruning prior to receiving an approved field order.
- F. The contractor shall be held liable for any damage to existing street trees. I.e. trunk wounds, broken limb, pouring of any deleterious materials, or washing out concrete under the drip line of the tree. Damages will be assessed using the "Guide to Plant Appraisal" ninth edition published by the ISA. The project arborist will submit a report for review by the city arborist.

Payment shall be made at the amount allowed for tree protection and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in completing the Tree Protection as specified in the Special Provisions and as directed by the Landscape Architect.

Item No. 4 – Demolition

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

- A. Concrete Flatwork and Aggregate Base shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.
- B. Soil - Additional soil generated from the work shown on the plans shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.
- C. Additional Protection of Existing Facilities shall consist of protection of existing concrete pavement, irrigation sprinklers, and turf. The contractor shall take all measures to protect all of the existing facilities in the Valley Hi Park. Any damage caused to the turf areas shall be brought back to existing grade and replaced with sod at the contractor's expense. All damaged concrete paving during construction activities shall be removed and replaced at the contractor's expense. Any damaged trees will be removed and replaced 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.

- E. Disposal – Exact limits of concrete, trash and debris removal shall be determined by the Parks Construction Inspector. All removed items and resulting debris from the demolition shall become the property of the Contractor and shall be disposed of off the project site at the expense of the Contractor.
- F. Demolition Material - The contractor shall maintain a Waste Log of all the Demolition Material removed from the project and disposed. All weight tags shall be kept with the 'Waste Log' and the 'Waste Log' and weight tags shall be turned over to the Landscape Architect at the end of the project. In disposing of this material the contractor shall follow the guidelines outlined in the C&D Debris Waste Management Plan, by the City of Sacramento Solid Waste Services (See Attachments).

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

Item No. 5 - 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, Geotechnical Report (Refer to Attachments), and these Special Provisions.

- A. The Contractor shall meet the lines and grades as shown on the grading plan. The site has export soil and it shall be completed at the sole expense of the Contractor. The Contractor shall be solely responsible for earthwork calculations.
- B. Layout of Work:
 - 1. Grade the site to the tolerances shown.
 - 2. Tolerances: Site grading shall be to the elevations shown on the Drawings, ± 0.1 foot vertically in landscaped areas and within ± 0.05 for hardscape areas.
- C. Relative Compaction for landscaped areas shall be 85%, or as directed by the Landscape Architect.
- D. Site Grading shall be approved by the Landscape Architect upon completion of grading operations.

1. Excavation Grading shall include removal of soil as required to construct concrete walkways and aggregate base, playground, curbing, mow strips, concrete pads, and planted areas. Excavated soil if approved by the Landscape Architect may be reused on site in grading operations, but any excess not used in grading operations shall be removed from the project site 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 completing the Site Grading as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 6 - Aggregate Base

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

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

Item No. 7 – Concrete Flatwork

This item shall consist of furnishing and constructing Concrete Flatwork as shown on the plans in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications, Geotechnical Report (Refer to Attachments), and as amended by these Special Provisions.

- A. Existing Concrete Pavement shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of off-site by the Contractor.
- B. Sawcutting of Pavement shall be required as directed per plans and by the Parks Construction Inspector. Sawcuts shall be neat and clean and shall provide a smooth transition between new and existing features.
- C. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

- D. Fibermesh shall be 100% virgin homopolymer polypropylene multifilament fibers containing no reprocessed olefin materials, ASTM C1116, Type 4.1.3., specifically engineered and manufactured for use as a concrete reinforcement at the application rate of one lbs. per one cubic yard.
- E. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius.
- 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. Test Panel shall be **required** and poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 3' 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. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.
- H. 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.
- I. Subgrade shall conform to Sections 19 and 14-7 of the Standard Specifications and to the "Subgrade Preparation" of the Geotechnical Report (Refer to Attachments).
- J. Dowel Reinforcement shall be done where new paving meets existing paving as shown on the plans. This item shall conform to Standard Specifications Sections 24-11, 10-23 and 21.

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

Item No. 8 – Irrigation System Modifications

This item shall consist of furnishing and installing Irrigation System Modifications 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. 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 80 PVC.
- B. 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 Landscape Architect 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 Landscape Architect or Landscape Architect present.
- C. 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.
- D. 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.
- E. 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.
- F. Sprinklers shall be installed at the locations shown on the plans, in conformance with Standard Drawing No. L-50 of Section 38 of the Standard Specifications. Sprinklers shall be the type and model as shown on the plans.
- G. 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 completing the Irrigation System Modifications 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. 9 – Lawn Sodding

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

A. **Lawn Sod – Five feet (5'-0") of Lawn Sod is required adjacent to all new concrete flatwork. Sod shall be placed in all areas disturbed by construction activity**

A. Preparing of Planting Areas, Section 35-5 of the Standard Specifications shall be amended as follows: Finish grade of all planting areas shall be reviewed and approved by the Landscape Architect before proceeding with planting.

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

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

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

E. Turf Sodding shall conform to Section 10-42, and applicable paragraphs of Section 35-12 of the Standard Specifications and these Special Provisions.

1. Turf Sodding shall consist of 90% Dwarf Fescue mix, and 10% Dwarf Kentucky Bluegrass.

F. Turf Starter Fertilizer shall be shall be applied at the rate of ten (10) lbs. per 1,000 square. Starter fertilizer shall conform to the requirements of the California Food and Agricultural Code A.

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

involved in completing Lawn Sodding as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 10 – Bench

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

- A. Bench shall be provided by the City and installed per the manufacturer's instructions.

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

Item No. 11 – Picnic Table

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

- A. Picnic Table shall be provided by the City and installed per the manufacturer's instructions.

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

III. ADDITIVE ALTERNATE BID ITEMS

Additive Alternate Item No. A1 & A2 – Remove and Replace Concrete Flatwork

This item shall consist of Site Clearing and Grubbing for the park development in conformance with Sections 12, 13, and 15 of the Standard Specifications and these Special Provisions.

- A. Clearing and Grubbing shall conform to Section 12 of the Standard Specifications. All weeds under two inches (2") in height may be disked under to a minimum

depth of six inches (6"). All other weeds, shrubs, brush, vines, debris and all other objection material within the project site shall be removed and legally disposed of away from the project site at contractors cost.

- B. Disposal – All removed items and resulting debris from the demolition shall become the property of the Contractor and shall be disposed of off the project site at the expense of the Contractor.

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

Tree Protection

This item shall consist of Tree Protection as shown in conformance with the Standard Specifications and as amended by these Special Provisions.

- A. Prior to the start of demolition an orange plastic fencing (minimum 48" tall fencing) shall be installed around the existing trees within the projects limit of work. Dimensions will be contingent upon tree size and species. The fencing shall remain in place for the duration of the project except for the temporary removal required to replace existing curb, gutter, and sidewalk.
- B. The Contractor shall hire an International Society of Arboriculture (ISA) certified arborist to make inspections during the paving demolition and excavation for aggregate base. The arborist shall ensure the protective fencing stays in place and to monitor tree health. The arborist will take any required action i.e. supplemental irrigation, fertilization, soil compaction, and recommend any remediation to ensure the health of the trees is maintained.
- C. No excavation for concrete paving / aggregate base grade changes, storage of materials or parking of vehicles shall be allowed within the tree protection area. Boring or hand excavation for aggregate base, utilities shall be done by the contractor within the tree drip line and shall be under the supervision of the project arborist.
- D. If during excavation a tree roots greater than two inches in diameter is encountered, then all work shall stop immediately until project arborist can perform an on-site inspection. All roots shall be cut clean and the tree affected may require supplemental irrigation/fertilization and pruning as a result of root pruning.
- E. Pruning will be allowed only at the arborist direction for concrete pavement,

aggregate base, excavation or other equipment clearance. The contractor may be required to prune the entire tree. Prior to any additional pruning the contractor shall provide a proposal in writing to the City and shall not complete any pruning prior to receiving an approved field order.

- F. The contractor shall be held liable for any damage to existing street trees. I.e. trunk wounds, broken limb, pouring of any deleterious materials, or washing out concrete under the drip line of the tree. Damages will be assessed using the "Guide to Plant Appraisal" ninth edition published by the ISA. The project arborist will submit a report for review by the city arborist.

Payment shall be made at the amount allowed for tree protection and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in completing the Tree Protection as specified in the Special Provisions and as directed by the Landscape Architect.

Demolition

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

- A. Concrete Flatwork and Aggregate Base shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.
- B. Soil - Additional soil generated from the work shown on the plans shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.
- C. Additional Protection of Existing Facilities shall consist of protection of existing concrete pavement, irrigation sprinklers, and turf. The contractor shall take all measures to protect all of the existing facilities in the Valley Hi Park. Any damage caused to the turf areas shall be brought back to existing grade and replaced with sod at the contractor's expense. All damaged concrete paving during construction activities shall be removed and replaced at the contractor's expense. Any damaged trees will be removed and replaced 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.

- E. Disposal – Exact limits of concrete, trash and debris removal shall be determined by the Parks Construction Inspector. All removed items and resulting debris from the demolition shall become the property of the Contractor and shall be disposed of off the project site at the expense of the Contractor.
- F. Demolition Material - The contractor shall maintain a Waste Log of all the Demolition Material removed from the project and disposed. All weight tags shall be kept with the 'Waste Log' and the 'Waste Log' and weight tags shall be turned over to the Landscape Architect at the end of the project. In disposing of this material the contractor shall follow the guidelines outlined in the C&D Debris Waste Management Plan, by the City of Sacramento Solid Waste Services (See Attachments).

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

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, Geotechnical Report (Refer to Attachments), and these Special Provisions.

- A. The Contractor shall meet the lines and grades as shown on the grading plan. The site has export soil and it shall be completed at the sole expense of the Contractor. The Contractor shall be solely responsible for earthwork calculations.
- B. Layout of Work:
 - 3. Grade the site to the tolerances shown.
 - 4. Tolerances: Site grading shall be to the elevations shown on the Drawings, ± 0.1 foot vertically in landscaped areas and within ± 0.05 for hardscape areas.
- C. Relative Compaction for landscaped areas shall be 85%, or as directed by the Landscape Architect.
- D. Site Grading shall be approved by the Landscape Architect upon completion of grading operations.
- E. Excavation Grading shall include removal of soil as required to construct concrete walkways and aggregate base, playground, curbing, mow strips, concrete pads,

and planted areas. Excavated soil if approved by the Landscape Architect may be reused on site in grading operations, but any excess not used in grading operations shall be removed from the project site 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 completing the Site Grading as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Aggregate Base

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

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

Concrete Flatwork

This item shall consist of furnishing and constructing Concrete Flatwork as shown on the plans in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications, Geotechnical Report (Refer to Attachments), and as amended by these Special Provisions.

- A. Existing Concrete Pavement shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of off-site by the Contractor.
- B. Sawcutting of Pavement shall be required as directed per plans and by the Parks Construction Inspector. Sawcuts shall be neat and clean and shall provide a smooth transition between new and existing features.
- C. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.
- D. Fibermesh shall be 100% virgin homopolymer polypropylene multifilament fibers containing no reprocessed olefin materials, ASTM C1116, Type 4.1.3., specifically engineered and manufactured for use as a concrete reinforcement at the application rate of one lbs. per one cubic yard.
- E. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score

joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius.

- 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 3' 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. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.
- I. 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.
- J. Subgrade shall conform to Sections 19 and 14-7 of the Standard Specifications and to the "Subgrade Preparation" of the Geotechnical Report (Refer to Attachments).
- K. Dowel Reinforcement shall be done where new paving meets existing paving as shown on the plans. This item shall conform to Standard Specifications Sections 24-11, 10-23 and 21.

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

Lawn Sodding

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

- A. **Lawn Sod – 5 ft of Lawn Sod is required adjacent to all new concrete flatwork including all areas disturbed by construction activity.**

- B. Preparing of Planting Areas, Section 35-5 of the Standard Specifications shall be amended as follows: Finish grade of all planting areas shall be reviewed and approved by the Landscape Architect before proceeding with planting.

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

- C. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- D. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.
- E. Turf Sodding shall conform to Section 10-42, and applicable paragraphs of Section 35-12 of the Standard Specifications and these Special Provisions.
1. Turf Sodding shall consist of 90% Dwarf Fescue mix, and 10% Dwarf Kentucky Bluegrass.
- F. Turf Starter Fertilizer shall be shall be applied at the rate of ten (10) lbs. per 1,000 square. Starter fertilizer shall conform to the requirements of the California Food and Agricultural Code A.

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

ATTACHMENT A

Geotechnical Report

**CITY OF SACRAMENTO
PAYMENT BOND**

Department of Parks and Recreation
Page 1 of 1

Bond No.: 705146P

Premium: Included with Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Abide Builders, Inc.

hereinafter called Contractor, a contract for construction of:

**VALLEY HI PARK IMPROVEMENTS PROJECT
(PN: L19101000)**

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*):
Indemnity Company of California

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 *1, 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 September 16, 20 16.

Abide Builders, Inc.

(Contractor) (Seal)
By: [Signature]
Title: President

Indemnity Company of California

(Surety) (Seal)
By: [Signature]
Title: Karina Palmer, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:
[Signature]
City Attorney

Agent name and Address: Warren G. Bender Co.
516 Gibson Dr., Ste. 240, Roseville, CA 95678
Agent Phone #: (916) 380-5300
Surety Phone #: (916) 924-9112
California License #: 0406967

*1 One Hundred Sixty Two Thousand One Hundred Seventy Two and 00/100 Dollars

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 September 16, 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 # 705146P 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 FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Edward D. Johnson, Stephen D. Bender, Karina Palmer, Todd J. Sorensen, Julie A. Shiroma, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
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 *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 16th day of September, 2016

By: *Cassie J. Barrisford*
Cassie J. Barrisford, Assistant Secretary

ID-1380(Rev.01/15)

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Parks and Recreation
Page 1 of 1

Bond No.: 705146P
Premium: \$3,243

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: **Abide Builders, Inc.**
as principal, hereinafter called Contractor, a contract for construction of:

**VALLEY HI PARK IMPROVEMENTS PROJECT
(PN: L19101000)**

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):*
Indemnity Company of California,

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:
One Hundred Sixty Two Thousand One Hundred Seventy Two and 00/100 Dollars .

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 September 16, 2016.

Abide Builders, Inc.
(Contractor) (Seal)
By [Signature]
Title President

Indemnity Company of California
(Surety) (Seal)
By [Signature]
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) 924-9112
California License # 0406967

ORIGINAL APPROVED AS TO FORM:

[Signature]
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 }

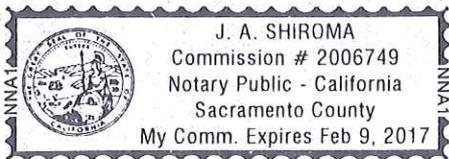
On September 16, 2016 before me, J. A. Shiroma, Notary Public, personally appeared
Date Here Insert Name and Title of the officer

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: Performance Bond # 705146P 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 FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Edward D. Johnson, Stephen D. Bender, Karina Palmer, Todd J. Sorensen, Julie A. Shiroma, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
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 *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 16th day of September, 2016

By: *Cassie J. Bernisford*
Cassie J. Bernisford, Assistant Secretary

ID-1380(Rev.01/15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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 the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:**

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

MCA20480711

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As where required by written contract prior to loss.	All covered locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

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

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION, 4. Other Insurance, and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition:

4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and noncontributory, and the "Insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary & non-contributing only when and to the extent as required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of Insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contributory by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

All other terms and conditions of this Policy remain unchanged.

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: 04/01/2016

Policy No. 7600014684161

Endorsement No. 001

Insured: Abide Builders 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.

POLICY NUMBER: PPK1464534

COMMERCIAL GENERAL LIABILITY
CG 21 54 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

WRAP UP WORK

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.