



## City Council Report

915 I Street, 1<sup>st</sup> Floor  
Sacramento, CA 95814

[www.cityofsacramento.org](http://www.cityofsacramento.org)

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**File #:** 2016-01318

**Consent Item 08**

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**Title: Contract: Franklin Boyce Park - Phase 2 (L19118200)**

**Recommendation:** Pass a Motion: 1) approving the construction plans and specifications for Franklin Boyce Park – Phase 2; 2) awarding the contract to JM Slover, Inc. for an amount not-to-exceed \$452,555; 3) authorizing the City Manager or the City Manager’s designee to execute the contract with JM Slover, Inc. for an amount not-to-exceed \$452,555.

**Location:** District 8

**Contact:** C. Gary Hyden, Park Planning and Development Manager, (916) 808-1949; Jeff Nittka, Landscape Technician II, (916) 808-5996, 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 recommends City Council's approval of a contract with JM Slover, Inc. for Franklin Boyce Park – Phase 2 located at 7700 Franklin Boulevard in Community Planning Area 4, District 8, for an amount of \$452,555. The improvements will consist of 2.2 acres of athletic fields. The work includes clearing and grubbing, grading, concrete walkways, irrigation, landscaping and site furnishings.

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

Construction of the Franklin Boyce Park – Phase 2 project is expected to be completed in June 2017.

**Policy Considerations:** City Council approval is required to enter into agreements over \$100,000.

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

**Economic Impacts:** 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.

The park construction project, in the amount of \$452,555 is expected to create 1.81 jobs (1.04 direct jobs and 0.77 indirect jobs through indirect and induced activities). Furthermore, it will create \$279,423 in total economic output (\$176,123 of direct output and \$103,300 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 Numbers 15303 and 15304 of the CEQA Guidelines. Exemption 15303 consists of construction and location of limited numbers of new, small facilities and structures; Exemption 15304 consists of minor alterations in the condition of land including landscaping with water efficient landscaping.

**Sustainability:** The Franklin Boyce Park – Phase 2 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 Franklin Boyce Park – Phase 2 project was posted in accordance with City Code 3.60 and Administrative Policy AP-4002. The bids were opened on September 21, 2016. Staff received five bids and the results are listed below:

<u>CONTRACTOR</u>	<u>Base Bid</u>	<u>Additive Alternates</u>	<u>Total Bid</u>	<u>LBE %</u>
JM Slover, Inc.	\$413,705	\$38,850	\$452,555	33.1
Saenz Landscape Construction	\$420,601	\$63,506	\$484,107	39.7
Sierra Valley Construction	\$514,066	\$38,796	\$552,862	4.4
Abide Builders	\$529,097.61	\$47,740	\$576,837.61	12.6
Pacific Infrastructure Construction, LLC	\$792,540	\$45,500	\$838,040	5.5

The Engineer’s Estimate for the base bid project was \$580,000 and \$631,000 for the base bid plus additive alternates.

Pursuant to City Code Section 3.60.020 and the bid solicitation provisions, it was determined that JM Slover, Inc offered the lowest responsive bid, (based on the base bid plus the additive alternates) and is a responsible bidder. The contract will be awarded for the base bid and additive alternate improvements.

**Financial Considerations:** There are sufficient funds in the Project to award the contract and complete the project for a total estimated cost of \$854,700.

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):** At an LBE percentage of 33.1%, JM Slover, Inc. exceeded the 5% LBE participation requirement. JM Slover is not an LBE, but has partnered with an LBE, McClernon Grading and Excavating and Site One Landscape Supply, for this project to exceed the minimum LBE participation requirement. McClernon Grading and Excavating will provide grading services and Site One Landscape Supply Corp will provide landscaping supplies.

**B17190021004**

**CONTRACT SPECIFICATIONS  
FOR  
FRANKLIN BOYCE PARK (L19118200)**

Plans Attached

For Pre-Bid Information Call:  
Jeff Nittka, Project Manager  
(916) 808-5966

Bids to be received before  
2:00 PM, Wednesday,  
**SEPTEMBER 21, 2016**  
New City Hall  
Clerk's Public Counter  
915 I Street, 5th Floor  
Sacramento, CA 95814

Estimated Construction Cost: \$580,000.00- \$631,000.00

Construction Time: SIXTY (60) WORKING DAYS and NINETY (90) CALENDAR DAYS FOR PLANT ESTABLISHMENT

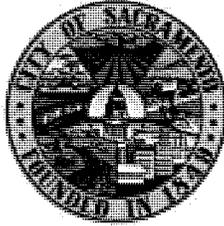
**LBE INFORMATION**

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

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

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**City of Sacramento  
Formal Bid / Proposal Delivery Options**

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

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

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

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the **City Clerk's Public Counter, New City Hall, 5<sup>th</sup> Floor**, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM on September 21, 2016** and will be opened as soon thereafter as business allows, in the 2<sup>nd</sup> floor Hearing Room, Historic City Hall for:

### **FRANKLIN BOYCE PARK (L19118200)**

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

### **FRANKLIN BOYCE PARK (L19118200)**

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

#### **PLANET BIDS**

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

The contractor and all subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk and available to any interested party on request. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any construction project of \$25,000 or less, or an alteration, demolition, repair, and maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal is via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor is given a Log On identification and password to access the City of Sacramento's reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

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

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and

the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

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

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

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

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

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

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

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing. The term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5<sup>th</sup> Floor, Sacramento, CA 95814.

## NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

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

### Essentials of public works contractor registration program:

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

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

Essentials of Public Works Enforcement Fund:

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

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

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

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

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

**CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC  
WORKS PROJECTS**

See following links: [www.dir.ca.gov](http://www.dir.ca.gov) and/or [www.leginfo.ca.gov](http://www.leginfo.ca.gov)

## **REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

### **INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

### **APPLICATION**

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

### **DEFINITIONS**

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

### **CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

**JM SLOVER, INC.**, Name of Contractor

**1630 LOTUS ROAD, PLACERVILLE, CA 95667**

Address

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

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

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

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

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

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

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

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

## Equal Benefits Ordinance

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

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

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits  
  
The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

## Equal Benefits Ordinance

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

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

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

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

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

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

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

  
\_\_\_\_\_  
Signature of Authorized Representative

10/18/16  
\_\_\_\_\_  
Date

Terresa L. Stovor  
\_\_\_\_\_  
Print Name

Sec. / CFO  
\_\_\_\_\_  
Title



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S  
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS  
ORDINANCE**

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

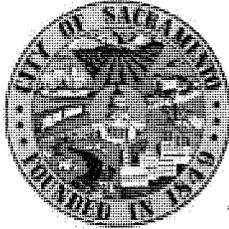
**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney's fees and costs



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S  
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS  
ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

**You May . . .**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814
- o Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

**You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

**B17190021004**

**BID PROPOSAL FORMS**

---

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

**CONTRACTOR NAME:** JM Slover, Inc.

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

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

**FRANKLIN BOYCE PARK – PHASE 2**  
 PN: L19118200

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	\$ 3,840.00	\$ 3,840.00
2	Site Clear and Grubbing	1	LS	\$ 10,500.00	\$ 10,500.00
3	Site Staking	1	LS	\$ 3,135.00	\$ 3,135.00
4	Demolition	1	LS	\$ 2,200.00	\$ 2,200.00
5	Erosion and Sediment Control	1	LS	\$ 20,785.00	\$ 20,785.00
6	Site Grading	1	LS	\$ 56,215.00	\$ 56,215.00
7	Import of Soil	1	LS	\$ 15,455.00	\$ 15,455.00
8	Aggregate Base	1	LS	\$ 34,400.00	\$ 34,400.00
9	Concrete Flatwork	1	LS	\$ 47,510.00	\$ 47,510.00
10	'V' Ditch	1	LS	\$ 10,810.00	\$ 10,810.00
11	9" Concrete Mow Strip	1	LS	\$ 4,860.00	\$ 4,860.00
12	Concrete Curb Type 3	1	LS	\$ 25,210.00	\$ 25,210.00
13	42" High Tube Steel Fence Modifications	1	LS	\$	\$
				2,200.00	2,200.00

14	6' Bench	1	LS	\$ 3,280.00	\$ 3,280.00
15	Bantam Soccer Goals	1	LS	\$ 9,700.00	\$ 9,700.00
16	Sign	1	LS	\$ 135.00	\$ 135.00
17	Automatic Irrigation System	1	LS	\$ 61,500.00	\$ 61,500.00 PA
18	Central Control System	1	LS	\$ 27,000.00	\$ 27,000.00
19	Trees	1	LS	\$ 4,025.00	\$ 4,025.00
20	Shrub and Groundcover Areas	1	LS	\$ 16,950.00	\$ 16,950.00
21	Mulch and Jute Netting	1	LS	\$ 24,625.00	\$ 24,625.00
22	Turf Hydroseeding	1	LS	\$ 24,050.00	\$ 24,050.00
23	Non-Irrigated Native Grass/ Wildflower Hydroseeding	1	LS	\$ 1,020.00	\$ 1,020.00
24	Landscape Maintenance	1	LS	\$ 4,300.00	\$ 4,300.00
<b>BASE BID SUBTOTAL</b>					<b>\$ 413,705.00 PA</b>

**ADDITIVE ALTERNATES BID ITEMS**

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
A1	Lawn Sodding In lieu of Turf Hydroseeding	1	LS	\$ 38,850.00	\$ 38,850.00
<b>ADDITIVE ALTERNATE SUBTOTAL</b>					<b>\$ 38,850.00</b>
<b>BASE BID PLUS ADDITIVE ALTERNATE TOTAL</b>					<b>\$ 452,555.00 PA</b>

CONTRACTOR NAME: JM Slover, Inc.

TOTAL \$ 452,555.00 PA

**SCHEDULE**

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

It is understood that this Bid Proposal is based upon completion of the Work within a period of **SIXTY (60) WORKING DAYS PLUS A NINETY (90) CALENDAR DAYS PLANT ESTABLISHMENT PERIOD**. The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

**DETERMINATION OF LOW BIDDER**

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

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

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

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

**BIDDER'S DECLARATION**

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

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

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

Add. # \_\_\_\_\_ DATE \_\_\_\_\_  
Add. # \_\_\_\_\_ DATE \_\_\_\_\_

Add. # \_\_\_\_\_ DATE \_\_\_\_\_

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR:

By:   
(Signature)

John M. Slover  
(Print or Type)

Title President

Address 1630 Lotus Road  
Placerville, CA 95667

Telephone No. 530-621-4815

Fax No. 530-6214869

EMAIL ADDRESS terresa@jmslover.com

Date 09/21/2016

**PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL**

Contractor's License No. 615956 Type A & C-27

Expiration Date 03/31/2018

Tax I.D. Nos.- Fed. 20-3963906 State 377-4592-4

City of Sacramento Business Operation Tax Certificate No. 125125  
(City will not award contract if Certificate Number is missing.)

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

**I. LBE PARTICIPATION REQUIREMENT**

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City’s contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum **5% participation level for LBEs on certain contracts of \$100,000 or more as illustrated below.**

**When Does the LBE Program Apply?**

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

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

**II. LBE QUALIFICATION**

- A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:

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

### III. LBE PARTICIPATION LEVEL REQUIREMENTS

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.
- B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
  - Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment being transported by the trucker.

### IV. LBE REQUIREMENTS FOR CONTRACTOR

- A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid to each LBE subcontractor or supplier.

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such

other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:
1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
  2. The listed LBE becomes bankrupt or insolvent.
  3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
  4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
  5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed

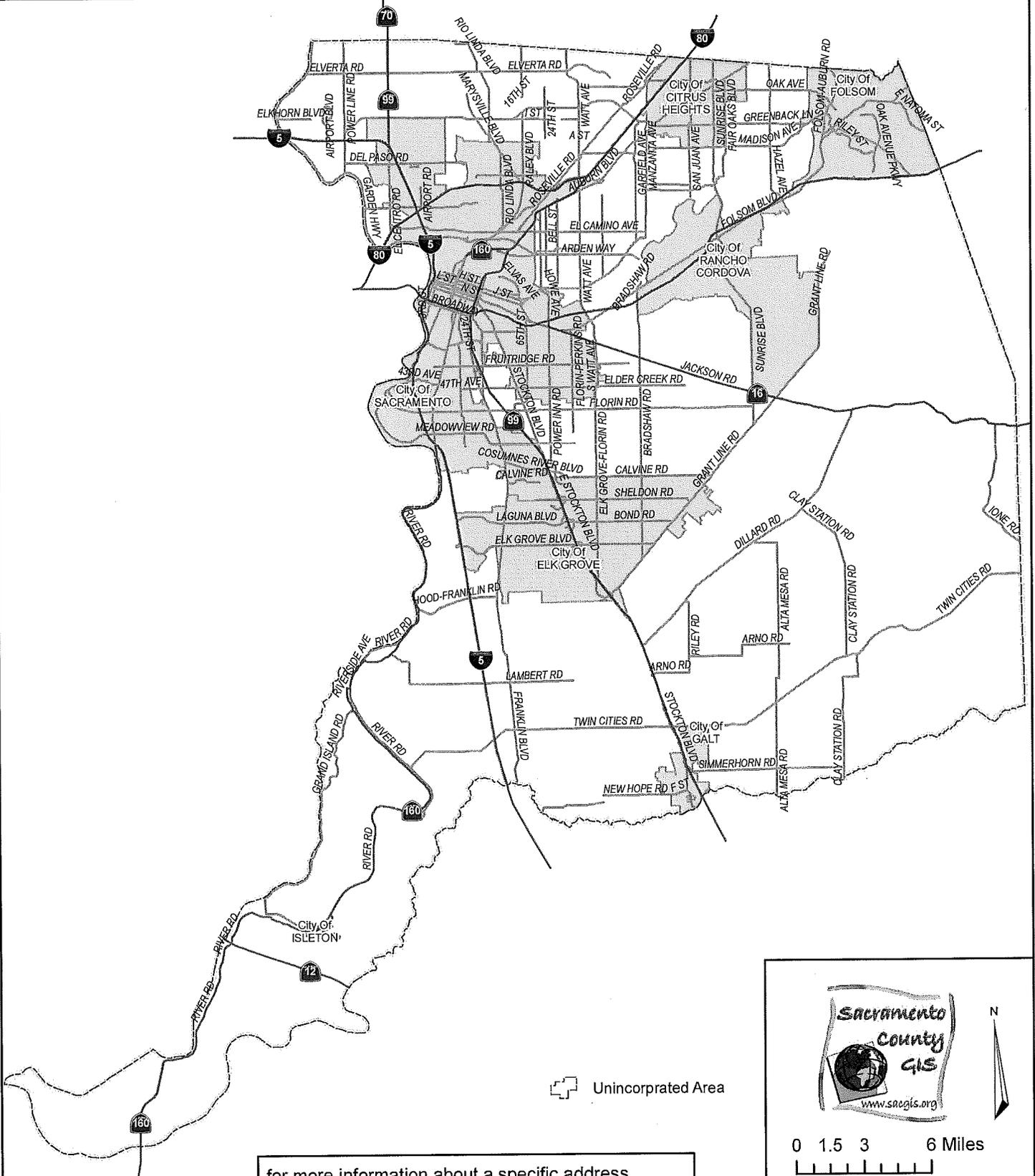
deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by facsimile, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by facsimile shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

## **V. DEFINITIONS**

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.
- G. Waiver: Request to department director to waive or reduce LBE participation requirement.

## UNINCORPORATED AREAS



for more information about a specific address  
 visit our Assessor Parcel Viewer at [www.sacgis.org](http://www.sacgis.org)



N

0 1.5 3 6 Miles

Doc Date: December, 2010



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Stanley J. Matranga, Eric V. Matranga of Matranga Bonds & Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

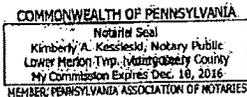
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10<sup>TH</sup> DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 10<sup>th</sup> day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:   
residing at: Bala Cynwyd, PA  
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10<sup>TH</sup> day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9 day of September, 2016.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Sacramento )

On September 9, 2016 before me, Eric Matranga, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Stanley J. Matranga  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) 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(e), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *Eric Matranga*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

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

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

## 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.

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

**QUESTIONNAIRE**

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

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

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

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

615956, Class A & C-27, Expires 03/31/2018

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

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**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                      x 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                      x 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                      x No

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

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

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

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

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**FOR CITY CLERK USE ONLY**

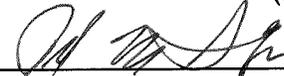
RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

**VERIFICATION AND SIGNATURE**

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

Signed at Placerville, on 09/21/2016.  
(Location) (Date)

Signature: 

Print name: John M. Slover

Title: President

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

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**FOR CITY CLERK USE ONLY**

RESOLUTION NO.: 2007-574

## **Green Contracting Survey (Voluntary)**

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

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

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

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





# City of SACRAMENTO

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

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

<b>Prime Contractor Name</b>	JM Slover, Inc.	
<b>Prime Contractor Address</b>	1630 Lotus Rd. Placerville, CA 95667	
<b>(REQUIRED) Prime Contractor DIR Registration #</b>	1000002680	

<b>Date</b>	09/21/2016
<b>Bid Amount</b>	\$ 413,705.00 <i>per</i>
<b>Is Prime LBE?</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
McClernon Grading & Excavating License Number: 994036 Address: 4529 Olympiad Way City, State, Zip: Sacramento, CA 95826 Contact Person: Phil Hempel Phone: (916) 666-0741	1000013935	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Grading, clearing and grubbing, aggregate base and demollition	\$ 99,128.00
SiteOne Landscape Supply License Number: N/A (Material Supplier) Address: 6500 Elvas Ave City, State, Zip: Sacramento, CA 95819 Contact Person: Diane Smith Phone: (530) 672-1503	N/A	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Irrigation, Landscape, and BMP supplies	\$ 38,000.00
Mark Seeding Services, Inc. License Number: 537905 Address: 9662 New Hope Road City, State, Zip: Galt, CA 95632 Contact Person: Bob Mark Phone: (209) 745-0491	100000818	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Hydroseeding	\$ 12,243.00

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

**PRINCIPAL OF FIRM:**

<b>Signature</b>	<b>Title</b>
	President
	<b>Date</b>
	09/21/2016

# City of SACRAMENTO

**Subcontractor and Local Business Enterprise Participation Form**  
**For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)**  
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<b>Prime Contractor Name</b>	JM Slover, Inc.
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<b>(REQUIRED) Prime Contractor DIR Registration #</b>	1000002680

<b>Date</b>	09/21/2016
<b>Bid Amount</b>	\$ 413,705.00 <i>paid</i>
<b>Is Prime LBE?</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
A-G Sod Farms License Number: 648627 Address: 2900 Adams St., Suite C-120 City, State, Zip: Riverside, CA 92504 Contact Person: Todd Gerrow Phone: (800) 588-6882 Business Name: R & R Maher Construction Co., Inc. License Number: 508930	1000009211	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Sod turf installation	\$ 29,256.00
Address: 1324 Lemon St. City, State, Zip: Vallejo, CA 94590 Contact Person: Ken Sciolavino Phone: (707) 552-0330 Business Name: Burrell Consulting Group, Inc. License Number: C52038	1000000345	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Concrete	\$ 76,519.00
Address: 1001 Enterprise Way, Suite 100 City, State, Zip: Roseville, CA 95678 Contact Person: Jim Koo Phone: (916) 783-8898	1000001214	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Staking	\$ 2,850.00

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

**PRINCIPAL OF FIRM:**

<i>[Signature]</i>	President
<b>Signature</b>	<b>Title</b>
	09/21/2016
	<b>Date</b>

McClernoh

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
ROAD HOG ENTERPRISES INC	1000013935	SACRAMENTO	SACRAMENTO	07/27/2016	06/30/2017

# BRANCH LOCATIONS

Home / Locations

Please enter your zip code or state below to locate a branch near you.

Zip code, State or Branch#:  SEARCH

- A** Shingle Springs CA #310  
4045 Sunset Ln  
Shingle Springs, CA 95692-6900  
Phone: (930) 677-0357  
[Distance: 9.7 miles]
- B** Rancho Cordova CA #304  
2540 Grennan Ct # F  
Rancho Cordova, CA 95742-6210  
Phone: (916) 635-1200  
[Distance: 23.5 miles]
- C** Rocklin CA #305  
1675 Nichols Dr  
Rocklin, CA 95765-1306  
Phone: (916) 408-0024  
[Distance: 26.2 miles]
- D** Sacramento CA #306  
6500 Elvas Ave  
Sacramento, CA 95819-4338  
Phone: (916) 452-8041  
[Distance: 35.9 miles]
- E** Stockton CA #311  
1610 N Broadway Ave  
Stockton, CA 95205-3047  
Phone: (209) 485-4082  
[Distance: 57.4 miles]
- F** Modesto CA #288  
701 Kearney Ave  
Modesto, CA 95350-5715

**B17190021004**

**FOLLOWING FORMS TO BE FILLED OUT**

**AND SIGNED**

**ONLY**

**IF AWARDED CONTRACT**

**AGREEMENT**  
**(Construction Contract Over \$25,000)**

THIS AGREEMENT, dated for identification \_\_\_\_\_, 20\_\_, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **JM SLOVER, INC., 1630 LOTUS ROAD, PLACERVILLE, CA 95667** ("Contractor") in the amount of **FOUR HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$452,555.00)**.

The City and Contractor hereby mutually agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

- The Notice to Contractors
- The Proposal Form submitted by the Contractor
- The Instructions to Bidders
- The Local Business Enterprise (LBE) Requirements
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract
- Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

**2. DEFINITIONS**

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

**FRANKLIN BOYCE PARK (L19118200)**

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

**1 ADDITIVE ALTERNATE**

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 **SIXTY (60) WORKING DAYS AND NINETY (90) CALENDAR DAYS FOR PLANT ESTABLISHMENT** from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

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

workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

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

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

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

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

## 16. INDEMNITY AND HOLD HARMLESS

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

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

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

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

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

- (3) 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. 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](mailto: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 10/18/16

BY [Signature]  
John M. Stover  
Print Name  
President  
Title

BY [Signature]  
Terrasa L. Stover  
Print Name  
Sec. / CFO  
Title  
20-3963906  
Federal ID#  
377-4592-4  
State ID#  
125125

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

Type of Business Entity (check one):  
 Individual/Sole Proprietor  
 Partnership  
 Corporation  
 Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

**CITY OF SACRAMENTO**  
a municipal corporation

DATE \_\_\_\_\_

BY \_\_\_\_\_  
For: John F. Shirey, City Manager

Original Approved As To Form:  
[Signature]  
City Attorney

Attest:  
\_\_\_\_\_  
City Clerk

**CITY OF SACRAMENTO  
PERFORMANCE BOND**

Bond No.: PB12328800056

Premium: \$7,788.00

Page 1 of 1

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to **JM SLOVER, INC., 1630 LOTUS ROAD, PLACERVILLE, CA 95667:**

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

**FRANKLIN BOYCE PARK (L19118200)**

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):*

Philadelphia Indemnity Insurance Company, 231 St. Asaph's Rd., Suite 100, Bala Cynwyd, PA 19004, 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:

**FOUR HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$452,555.00)**, for the payment of which sum well and truly to be made, we the Contractor and

Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 14, 2016.

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

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

ORIGINAL APPROVED AS TO FORM:

[Signature]  
City Attorney

Agent name & Address MBI Services  
P.O. Box 2143, Carmichael, CA 95609  
Agent Phone # (916) 489-1799  
Surety Phone # (925) 334-3127  
California License # OC13015

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

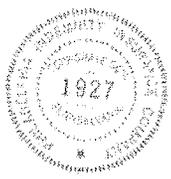
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Stanley J. Matranga, Eric V. Matranga of Matranga Bonds & Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

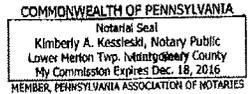
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICER THIS 10<sup>TH</sup> DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 10<sup>th</sup> day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

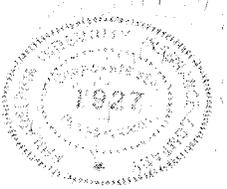


(Notary Seal)

Notary Public: \_\_\_\_\_  
residing at: Bala Cynwyd, PA  
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10<sup>th</sup> day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14 day of October, 2016.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Sacramento )

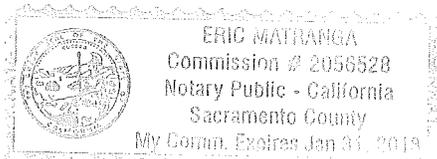
On October 14, 2016 before me, Eric Matranga, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Stanley J. Matranga  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *Eric Matranga*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CITY OF SACRAMENTO  
PAYMENT BOND**

Bond No.: PB12328800056  
Premium: Included in Perf. Bond

Page 1 of 1

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

**FRANKLIN BOYCE PARK (L19118200)**

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*):

Philadelphia Indemnity Insurance Company, 231 St. Asaph's Rd., Suite 100, Bala Cynwyd, PA 19004, 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 **FOUR HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$452,555.00)**, on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on October 14, 20 16.

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

Philadelphia Indemnity Insurance Company  
(Surety) (Seal)  
By [Signature]  
Title Stanley J. Matranga, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:  
[Signature]  
City Attorney

Agent name & Address MBI Services  
P.O. Box 2143, Carmichael, CA 95609  
Agent Phone # (916) 489-1799  
Surety Phone # (925) 334-3127  
California License # OC13015

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Stanley J. Matranga, Eric V. Matranga of Matranga Bonds & Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

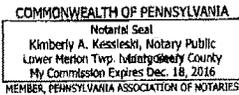
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10<sup>TH</sup> DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 10<sup>th</sup> day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

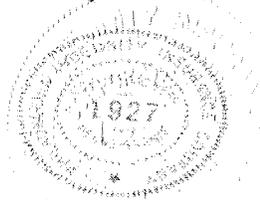


(Notary Seal)

Notary Public:   
residing at: Bala Cynwyd, PA  
My commission expires: December 18, 2016

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Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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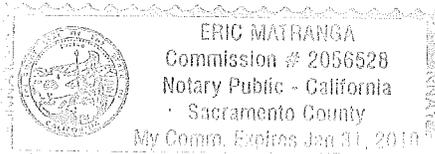
State of California )  
County of Sacramento )

On October 14, 2016 before me, Eric Matranga, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Stanley J. Matranga  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *Eric Matranga*  
*Signature of Notary Public*

*Place Notary Seal Above*

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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: \_\_\_\_\_



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

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM**

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION**

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

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

**LOCATION OF JOB:**

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

**DESCRIPTION OF WORK:**

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

**WHO IS AN INSURED: (Section II)**

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

**PRIMARY CLAUSE:**

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

**EXCLUSION**

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

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

**WAIVER OF SUBROGATION:**

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

Endorsement EFFECTIVE DATE: SEE DEC 10/13/16

Endorsement EXPIRATION DATE: SEE DEC 10/13/17

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

**BUSINESS AUTO ELITE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

**SECTION II – LIABILITY COVERAGE – Amendments**

**WHO IS AN INSURED**

The following are added to WHO IS AN INSURED:

**BLANKET ADDITIONAL INSUREDS**

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

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

**BROAD FORM NAMED INSURED**

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

**EMPLOYEES AS INSURED – HIRED AUTOS**

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

**EMPLOYEES AS INSURED – NONOWNED AUTOS**

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

**COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

Supplementary Payments is amended as follows:

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

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

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

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

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

**EXPANDED TOWING COVERAGE**

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

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

**EXPANDED TRANSPORTATION EXPENSE**

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

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

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

**EXTRA EXPENSE – STOLEN AUTOS**

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

**HIRED CAR PHYSICAL DAMAGE COVERAGE**

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

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

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

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

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

**LOAN/LEASE GAP COVERAGE**

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

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

**PERSONAL EFFECTS COVERAGE**

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

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

No deductibles apply to Personal Effects Coverage.

**RENTAL REIMBURSEMENT COVERAGE**

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

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

**WAIVER OF DEDUCTIBLE – GLASS**

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

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

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

**LOSS CONDITIONS**

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

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

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

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

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

**BLANKET WAIVER OF SUBROGATION**

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

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

**GENERAL CONDITIONS**

**UNINTENTIONAL ERRORS OR OMISSIONS**

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

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

**SECTION V – DEFINITIONS - Amendment**

**MENTAL ANGUISH**

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

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

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.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

**BLANKET WAIVER**

**Person/Organization**

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

**Job Description**

All CA Operations

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 03/01/2016

Policy No. JMWC703667

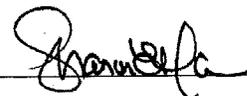
Endorsement No.

Insured

Premium \$

Insurance Company Oak River Insurance Company

Countersigned by \_\_\_\_\_



**WORKER'S COMPENSATION CERTIFICATION**

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

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

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

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

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

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

DATE: 10/18/16

Contractor JM Slaver, Inc.

By  Signature

# PAY REQUEST APPLICATION

PROJECT: Franklin Boyce Park - Phase 2  
 CONTRACTOR: JM SLOVER, INC.  
 PURCHASE ORDER NO.: \_\_\_\_\_ COST CENTER (PROJ NO.): L19118200  
 INVOICE NO.: \_\_\_\_\_ PERIOD ENDING DATE: \_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$452,555.00

CHANGE ORDER NO. 1 \_\_\_\_\_  
 CHANGE ORDER NO. 2 \_\_\_\_\_  
 CHANGE ORDER NO. 3 \_\_\_\_\_  
 CHANGE ORDER NO. 4 \_\_\_\_\_

NET CHANGE BY CHANGE ORDERS: \_\_\_\_\_

TOTAL ADJUSTED CONTRACT AMOUNT TO DATE: \$452,555.00

BALANCE OF CONTRACT TO FINISH: \$452,555.00

TOTAL WORK COMPLETED: \_\_\_\_\_

LESS 5% RETENTION: \_\_\_\_\_

LESS PREVIOUS PAYMENTS: \_\_\_\_\_

AMOUNT DUE THIS INVOICE: \_\_\_\_\_

\*\*\*Labor compliance (payrolls, etc.) is current and submitted for this Pay Request\*\*\*

Approved  
 By (Prime Contractor) \_\_\_\_\_ Date: \_\_\_\_\_

Submit To: Department of Parks and Recreation  
 Park Planning and Development Services  
 915 "I"(eye) Street, 5th Floor  
 Sacramento, CA 95814

Approved  
 By (Resident Const. Inspector) \_\_\_\_\_ Robert Rueff Date: \_\_\_\_\_  
 Approved  
 By (Project Manager) \_\_\_\_\_ Dennis Day Date: \_\_\_\_\_  
 Approved  
 By (Labor Compliance) \_\_\_\_\_ Date: \_\_\_\_\_

In accordance with Public Contract Code Sec. 20104.50 the City shall pay the Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP Sec.685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.



Item No	Item Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CCO Adjusted Quantity	Previously Paid		This Estimate		Total Work Completed		Balance of Contract		
							Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
35	CCO#2														
36	CCO#3														
37	CCO#4														
		Original Contract Amount		\$452,555.00											
		CCO Adjusted Contract Amount				\$452,555.00	Previous Total		Total This Estimate		Total to Date		Balancing Total		
							Previously Paid								

**GUARANTEE**

We hereby guarantee the: **FRANKLIN BOYCE PARK- PHASE 2 (L19118200)**

City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefore immediately upon demand.

Dated: 10/18/16

Signed:



Terresa L. Stover  
Printed Name

JM Stover, Inc.  
Company

1630 Lotus Rd.  
Address  
Hacienda, CA 95667

**B17190021004**

# **SPECIAL PROVISIONS**

City of  
**SACRAMENTO**  
Parks and Recreation

Park Planning & Development Services  
~Landscape Architecture Section~

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**I. GENERAL PROVISIONS**

**SPECIAL PROVISIONS FOR:**

**FRANKLIN BOYCE PARK – PHASE 2  
PN: L19118200**

**I. GENERAL REQUIREMENTS**

**A. SCOPE AND LOCATION OF WORK**

The work to be performed under these Special Provisions consists of developing the second phase, of Franklin Boyce Park in South Sacramento at 7700 Franklin Boulevard. The improvements will consist of 2.16 –acres, (grading, drainage, irrigation, landscaping, concrete walkways, seating areas, and two bantam soccer fields.

**B. COMPLETION TIME**

The time for the completion of all work is 60 (sixty working days) from the Notice to Proceed for substantial completion and 90 (ninety calendar days) for plant establishment. Should said work not be completed to the satisfaction of the City within said time, the contractor shall pay to the City of Sacramento a sum of ONE THOUSAND DOLLARS (\$1,000.00) as liquidated damages and not as a penalty for each calendar day delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

**C. SPECIFICATIONS**

The work to be performed under this contract shall be done in accordance with the Standard Specifications of the City of Sacramento, adopted June 2007, referred to herein as "Standard Specifications" as modified by these Special Provisions, which shall apply to all work.

- i. Standard Specification 1-23 Engineer shall also mean Landscape Architect as defined in Standard Specification Section 1-33.
- ii. Standard Specifications Section 2-9 SUBCONTRACTORS, add the following after the sub paragraph 2 of the first paragraph in the Standard Specifications.

If a prime Contractor fails to specify a subcontractor, or, if a prime Contractor specifies more than one (1) subcontractor for the same portion of work to be performed under the Contract which portion

exceeds one-half of one percent of the prime Contractor's total bid, the prime Contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime Contractor shall perform that portion himself or herself.

iii. Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR

Add the following after the last paragraph of the Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR with the following:

Contractor shall cooperate with the Landscape Architect, inspectors, and with other Contractors in every way possible. The Inspectors shall designate sequence of construction in case of controversy between Contractors.

iv. Standard Specifications Section 8 MEASUREMENT OF QUANTITIES

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

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

vi. Standard Specifications Section 7 PROSECUTION AND PROGRESS. Add the following after the last paragraph of the Standard Specifications. Section 7-2 WORK SCHEDULE AND ADEQUATE RESOURCES. Contractor shall submit with each Pay Request Application an updated Work Schedule. The updated Work Schedule is an integral part of the Pay Request Application. The Pay Request Application will not be accepted for processing without an accompanying updated Work Schedule.

D. SUBCONTRACTORS

The Contractor shall comply with Section 2-9 of the Standard Specifications.

E. SCHEDULE OF UNIT PRICES

The successful lowest responsible bidder shall provide a Schedule of Unit Prices to the Landscape Architect prior to the award of the contract.

The form for the Schedule of Unit Prices will be provided to the successful lowest responsible bidder by the Landscape Architect. This schedule of unit prices shall be not be used for payment. Unit prices provided on the schedule of unit prices are for information only and may be used as a basis for determining costs in changes in the work.

F. TIME OF AWARD

Section 3-2, "Time of Award: of the Standard Specifications is hereby amended for this project. Time of Award for this contract shall be made within ninety (90) calendar days after opening of the proposals to the lowest responsible bidder, unless otherwise stated in the contract agreement.

G. PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Request for interpretation shall be made in writing, and delivered to the City at least seven (7) days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Request for information regarding this procedure or other similar information, shall be directed to **City Project Manager Jeff Nittka**, a Department of Parks and Recreation, Park Planning & Development Services, 915 I Street, 3rd Floor, Sacramento, CA 95814, (916) 808-5996 FAX (916) 808-8275, email [jnittka@cityofsacramento.org](mailto:jnittka@cityofsacramento.org).

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

H. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

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

I. WORKMANSHIP AND MATERIALS

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

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

J. TRADE NAMES AND ALTERNATIVES

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

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

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

K. ACCIDENT PREVENTION

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

L. LOCATION OF EQUIPMENT AND PIPING

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

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

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

N. CONFLICTS

This Section of the Special Provisions shall supersede Section 5-3 of the Standard Specifications. In case of conflict between drawings and specifications, the drawings shall govern in matters of quantity, the specifications in matters of quality. In case of conflict within the drawings involving quantities or within the specifications involving qualities, the greater quantity and the higher quality shall be furnished.

O. PROTECTION OF FACILITIES

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

P. PROTECTION OF DRAINAGE FACILITIES

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

**Q. CLEANING**

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

**R. SUBMITTALS**

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

<u>Item</u>	<u>Product Data</u>	<u>Shop Drawings</u>	<u>Mock-up or Sample</u>
Concrete Pavement	X		X
Aggregate Base	X		
Expansion Joint Materials	X		
Remote Control Valves	X		
Spray Heads	X		
Rotors	X		
Irrigation Main and Lateral Line	X		
PVC Pipe Fittings	X		
Solvent Weld for PVC	X		
Swing Joint Assemblies	X		
Valve Decoders	X		
Soil Amendments	X		X
Pre-emergent	X		
Mulch	X		X
Hydroseed Seed Mix, Tags & Receipts	X		
Plant Materials	X		
Jute Sample and Information	X		
Irrigation Controller	X		

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

S. RECORD DRAWINGS OF NEW CONSTRUCTION

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

T. LICENSE REQUIREMENTS

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

U. PROTECTION OF EXISTING CONCRETE AND ASPHALT PAVEMENTS

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

V. PROJECT COORDINATION

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

W. City Code 3.60.020 Determination of lowest responsible bidder

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

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

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

c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of **local business enterprises** in the City's contracting for public projects. The lowest responsible bidder shall be the responsible bidder whose bid is responsive to the bid requirements, including without limitation any **local business** enterprise program requirements included in the bid specifications, and whose bid price is the lowest, after all bid prices are calculated to include any applicable bid price preferences. (Ord. 2002-013 § 2; Ord. 99-007 § 3; prior code § 58.01.102). A 5% minimum LBE Participation is required for this project. LBE Certification Statements are due to the contract manager by the close of business two days after bid opening for bid to be responsive.

- X. LBE Certification Statements are due to the contract manager by the close of business two days after bid opening for bid to be responsive.
- Y. All publicly bid projects are subject to Performance and Payment Bonds.
- Z. California Business and Professions Code, Section 7059 states that the Public Works agency has the authority to select classifications for the project.
- AA. Contractor registration with the Department of Industrial Relations Required pursuant to Senate Bill 854 all contractors and subcontractors are required to register with the Department of Industrial Relations (DIR) to be eligible to bid on all public works project

## 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 until project acceptance, or as directed by the Inspector. 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") within planting areas. All weeds over 2" in height shall be mowed down to a height of 2" or less within planting areas. All organic material within hardscape areas shall be scraped and removed per 'Geotechnical Engineering Report' – See specifications attachments. Also weed debris generated from mowing the site shall be removed and disposed of offsite. All other weeds, shrubs, brush, vines, debris and all other objection material within the project site shall be removed and disposed of away from the project site at contractors cost.

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 Inspector.

### **Item No. 3 - Site Staking**

This item shall consist of furnishing and installing Site Staking by a licensed Surveyor for site layout, grading, utilities and other elements as shown on the plan.

- A. Contractor shall set stakes for site layout and grading for approval by the Inspector prior to installation.

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

#### **Item No. 4 - Demolition**

This item shall consist but not limited to the removing the existing fencing and trash on the site at the locations indicated on the plans and within the project 'limit of work' in conformance with Section 13 of the Standard Specifications and these Special Provisions.

- A. Rock on Site shall consist of removing and disposing of all rock on the site over 1" in diameter within planting areas (Excluding the Storm Water Construction Entrance Rock).
- B. Trash on Site shall consist of removing all trash and debris on site within the project limits and shall be disposed of offsite.
- C. 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 Inspector.
- D. Fencing shall consist of removing all trash and debris on site within the project limits and shall be disposed of offsite.
- E. Mow Curb shall consist of removing all trash and debris on site within the project limits and shall be disposed of offsite.
- F. Decomposed Granite Paving shall consist of removing all trash and debris on site within the project limits and shall be disposed of offsite.
- G. Tree Removal -Trees to be removed are shown on the plans. Removal of trees shall include removal of stump and tree roots to a point two feet (2') below proposed grade. The Landscape Architect shall make the final determination of tree removal in the field. Removed trees shall become the property of the Contractor and legally disposed of off the project limits.

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 Inspector.

#### **Item No. 5 - Erosion and Sediment Control**

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

- A. Storm Water Pollution Prevention Plan (SWPPP) – The City has prepared a SWPPP document per the requirements of this project. The contractor and its employees shall be familiar with the requirements outlined in the SWPPP document. The contractor shall have a staff person who is a Qualified SWPPP Practitioner (QSP) on site or have a staff person trained by a QSP on site during construction business hours.

The SWPPP shall reside on the site and or with the construction Forman throughout the duration of construction. The completed SWPPP Manual and Log shall be returned to the City's QSP prior to the final acceptance of the project.

- B. BMP Maintenance and Maintenance Log - The contractor's onsite QSP shall complete a maintenance inspection at a minimum of once a week and the inspection notes and information shall be logged in the SWPPP. The log shall have the time and date of when the maintenance and inspection was conducted. The City's QSP will also conduct maintenance inspections on a random basis and before, during and after precipitation events. If there is a dispute between the contractors and the City's QSP regarding the BMP maintenance then the City's QSD shall decide what is required. The completed maintenance log shall be kept in the SWPPP. Any required changes to the BMP's or erosion and sediment control plan shall be logged by the City's QSP.

More information and details of Best Management Practice the contractor shall refer the the SWPPP prepared for this project and the Erosion and Sediment control plan.

- C. Housekeeping Practices shall be implemented as follows:

1. Solid Waste Management procedures shall include designated waste collection areas and containers in areas indicated. Arrange for regular removal and disposal from the site of solid waste. On a daily basis, clear site of trash including organic debris, packaging materials, scrap or surplus building materials, as well as domestic waste. Solid Waste Containers shall have a lid/ cover and shall covered it at the end of each work day or when its windy.
2. Material Delivery and Storage Area shall be designated and provided with a secondary containment method, as with berms. Store material on pallets and provide covering or water tight containers for soluble materials. Locate materials in a lockable storage contain or other secure enclosure to insure items cannot be vandalized or displaced during nonworking hours. Inspect area weekly and 48 hours prior to a storm event. If a spill is discovered the contractor shall first notify the contractor's and the City's QSP immediately and then have the QSP provide direction on how the spill should be cleaned up and if testing will be required.
3. Concrete Waste Area shall be designated and provide for a temporary pit to be used for concrete truck washout. Dispose of hardened concrete offsite. At no time shall a concrete truck dump its waste and clean its truck into the City storm drains via curb and gutter. Inspect daily to control runoff, and weekly for removal of hardened concrete. If the contractor is has a designated area for the concrete washout on site the contractor shall cover and divert rain water from entering into

the washout area. The contractor can use a mobile concrete washout or other similar concrete washout system.

4. Paint and Painting Supplies instructions shall be given to employees and subcontractors regarding reduction of pollutants including material storage, use, and clean up. Inspect site weekly for evidence of improper disposal. A second containment system shall be used to minimize pollutants from escaping the washout areas. In addition the contractor shall place plastic or some other non permeable lining on the ground to minimize contact between the native soil and the pollutants.
5. Vehicle Fueling, Maintenance and Cleaning shall be located in a designated area with a secondary containment, as with berms. . In addition the contractor shall place plastic or some other non permeable lining on the ground to minimize contact between the native soil and the pollutants. Provide equipment with drip pans. Restrict on-site maintenance and cleaning of equipment to a minimum. Inspect area weekly.
6. Hazardous Waste Management instructions shall be given to all employees to prevent the discharge of pollutants from hazardous wastes to the drainage system through proper material use, and waste disposal. Hazardous waste products commonly found on-site include but are not limited to paints & solvents, petroleum products, fertilizers, herbicides & pesticides, soil stabilization products, asphalt products, and concrete curing products. A list of materials expected to be used is listed in the SWPPP. If additional items or items need to be removed the contractor shall notify the City QSP.
7. Dust Control: The Contractor shall comply with all City and County of Sacramento, State of California air pollution control rules, regulations, ordinances, and statues which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Inspector to eliminate the nuisance of blowing dust without causing sediment, debris or litter to enter the City storm drain system.
8. Erosion, Sediment, and Pollution Control The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project. In addition the Contractor shall take measures to eliminate any water with pollutants from entering the project site as 'run-on'. The contractor shall be responsible for erosion and sediment control at all times during (working hours) and during normal working days, excluding evenings, weekends and holidays. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.
9. Non-Storm Water, slurry and sediment from concrete or asphalt sawcutting operations shall not be allowed to enter the City storm drain system, but instead must be collected and disposed of, by the Contractor, in some manner approved by the Inspector.

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

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

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

11. More information and details of Best Management Practice the contractor shall refer the SWPPP prepared for this project and the Erosion and Sediment control plan.
- D. Construction site shall be prepared by the Contractor prior to the start of construction and shall have erosion and sediment control measures in place until the project is complete. Contractor shall ensure to have all erosion and sediment control measures as outlined on the plans and in the SWPPP in place throughout the year.
- E. Erosion and sediment control measures shall be installed and maintained before the start of construction begins and until disturbed areas are stabilized. All erosion and sediment control measures shall be checked and maintained by the contractor on a minimum of a weekly basis, before and after and during all storms to ensure measures are functioning properly.
- F. Erosion Control Plan may not cover all the situations that arise during construction due to unanticipated field conditions. Changes to the erosion and sediment control plan shall be made to meet field by the City's QSP. The contractor shall make the required changes within 48 hours.
- G. Exposed / Disturbed soils that are present, the Contractor shall replant the areas with native compatible, drought-resistant vegetation prior to the end of construction, before shutting a site down for the wet seasons, or areas not actively being constructed within the last 14 calendar days. In addition the contractor shall use wet suppression to dampen the soil to minimize dust on as need basis. The contractor shall apply the following BMPs to the entire areas specified:
1. Install Poly-Acrylamide (PAM) and Copolymer of Acrylamide where the paving is scheduled to be installed (price to install two times)

2. Install straw mulch with tackifier, install where planting is scheduled to be installed. (Price to install two times).
3. Installation Copolymers of Sodium Acrylates and Acrylamides installed on slopes between 5:1 to 3:1. (Price to install two times).

The contractor shall provide a square foot price per application (within the Schedule of Unit Prices) to install these items as described above. If additional applications are required then the City will prepare a change order to increase the contract amount. If the items are not installed as described above then the City will prepare a deductive change order at the end of the project.

- H. Stabilized Construction Entrance shall be installed by the Contractor prior to the commencement of construction including clearing and grubbing. Location of the entrance may be adjusted by the Contractor to facilitate grading operations. All construction traffic entering the paved road must cross the stabilized construction entrance. The stabilized construction entrance shall remain in place until the road base rock course is completed or when the City QSP authorizes the removal of the stabilized construction entrance. The contractor will be responsible for cleaning the stabilized construction entrance if the QSP finds it requires maintenance. All sediment deposited on paved roadways shall be swept at the end of each working day or as necessary.
- I. Fiber Rolls shall be installed per the plans and shall be placed around all new and existing drainage structure openings immediately after the structure opening is constructed. All fiber rolls shall be maintained and remain in place until construction is completed.

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

#### **Item No. 6 - Site Grading**

This item shall consist of Site Grading the existing surface to the lines and grades for the park development shown on the plans in conformance with sections 14 and 15 of the Standard Specifications, these Special Provisions and as directed by the Geotechnical Report (Refer to Attachments).

- A. Layout of Work:
  1. Grade the site to the tolerances shown.
  2. Tolerances: Site grading shall be to the elevations shown on the Drawings,  $\pm 0.1$  foot vertically in landscaped areas and within  $\pm 0.05$  feet for hardscaped areas.
- B. The Contractor shall meet the lines and grades as shown on the grading plan. It shall be at the discretion of the Landscape Architect to allow the Contractor to make necessary adjustments to balance the earthwork on site at no additional

cost to the City. The Contractor shall be solely responsible for earthwork calculations.

- C. Relative Compaction for landscaped areas shall be 85%.
- D. Planter Areas adjacent to paved areas shall be graded so that after settlement, the soil will be three inches (3") below the top of adjacent pavement, curbs or mow curbs.
- E. Site Grading shall be approved by the Landscape Architect upon completion of grading operations and prior to beginning landscape planting.
- F. Excavation Grading shall include removal of soil as required to construct concrete walkways and aggregate base, 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 Inspector.

#### **Item No. 7 – Import of Soil**

This item shall consist of Import for the park development shown on the plans in conformance with the Standard Specifications, these Special Provisions and as directed by the plans.

1. Import of soil shall be per the plans and shall be added to make the grades as shown on the plans.

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

#### **Item No. 8 - Aggregate Base**

This item shall consist of furnishing and installing aggregate base (AB) under *concrete* flatwork or asphaltic concrete 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 Inspector.

### **Item No. 9 - 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 and as amended by these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "D", conforming to Section 10-5 of the Standard Specifications.
- B. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius
- C. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.
- D. Test Panel shall be 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 Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.
- E. Reinforcement- Rebar shall be installed per plans and at intermediate grade, and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM designation A615) and shall conform to Sections 10-23 and Section 21 of the Standard Specifications.
- F. Steel Dowel shall conform to City Specification Standard 10-24 and shall be installed as shown on the plans.

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

### **Item No. 10 – 'V' Ditch**

This item shall consist of furnishing and constructing 'V' Ditch as shown on the plans in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications and as amended by these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "D", conforming to Section 10-5 of the Standard Specifications.
- B. Expansion & Score Joints shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius

- C. Finish shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.
- D. Reinforcement- Rebar shall be installed per plans and at intermediate grade, and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM designation A615) and shall conform to Sections 10-23 and Section 21 of the Standard Specifications.

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

#### **Item No. 11 - 9" Concrete Mow Strip**

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

- A. Portland Cement Concrete shall be Type II, Class "D", conforming to Section 10-5 of the Standard Specifications.
- B. Reinforcement shall conform to Section 23 of the Standard Specifications.
- C. Subgrade shall conform to Section 19 of the Standard Specifications, with the following exception: relative compaction shall be 85%.
- D. Finish shall be broomed parallel to the mow strip edge with a medium broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.
- E. Reinforcement - Rebar shall be installed per plans and at intermediate grade, and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM designation A615) and shall conform to Sections 10-23 and Section 21 of the Standard Specifications.

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

#### **Item No. 12 - Concrete Curb Type 3**

This item shall consist of constructing Curb Type 3 as shown on the plans in conformance with Sections 10, 19, 24 and 38; detail T-11 of the Standard Specifications and these Special Provisions.

- A. Portland Cement Concrete shall be Type II, Class "D", conforming to Section 10-5 of the Standard Specifications.

- B. Expansion Joints and Score lines shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints shall be placed at 20' O.C., and score lines at 10' O.C.
- C. Reinforcement - Rebar shall be installed per plans and at intermediate grade, and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM designation A615) and shall conform to Sections 10-23 and Section 21 of the Standard Specifications.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the Curb No. Type 3 as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 13 - 42" High Tube Steel Fence Modifications**

This item shall consist of furnishing and installing a 42" High Tubular Steel Fence Modifications as shown on the plan and the details in conformance with these Special Provisions.

- A. Tubular Steel Fence – All steel tubing shall be A.S.T.M. A-513. Structural tubing shall be A.S.T.M. A-500 gr. B. Flats, bars, shapes, A.S.T.M. A-36. All welds full penetrating and continuous. All surface welds ground smooth.
- B. Posts – Line, corner and gateposts shall be 2 1/2" square posts and 11 gauge steel. For post footing and gauge of steel see plans.
- C. Horizontal Rails refer to plans.
- D. Vertical Pickets refer to plans for pickets gauge steel and size. Tube steel pickets shall be spaced @ 3 1/2" on center and 61 gauge steel.
- E. Finish – shall be powder coated black, refer to plans for additional information.
- F. Concrete Footings shall be installed as specified on the plans and shall be Class "D" Portland Cement Concrete, conforming to Paragraph 10-1/5 of the Standard Specifications. Concrete Footings shall be 1'-6" deep by 9" in diameter.

Payment shall be made at the lump sum price bid and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete 42" High Tubular Steel Fence Modifications to install as shown on the plan and as specified in these Special Provisions and directed by the Inspector.

#### **Item No. 14 - 6' Bench**

This item shall consist of furnishing and installing an 6' Bench as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Bench with back shall be an six (6') long by Wabash Valley, Inc., model # ES520, Rib Steel, In-ground mounted or approved equal. Benches are constructed from

10-gauge sheet steel and coated with 1/4" plastisol coating. Bench seating surface shall be plastisol-coated black and the frame shall be powder coated black.

- B. Distributed by: David O'Keefe Company, (800) 368-1366, Contact Jeff Whitman.
- C. **ALL Bolts** shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.
- D. Concrete Pad shall be paid for under "Concrete Flatwork (Medium Broom Finish", of these Special Provisions.

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

#### **Item No. 15 - Bantam Soccer Goals**

This item shall consist of furnishing and installing one set of portable Bantam Soccer Goals and soccer nets as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications:

- a. Soccer Goals shall be made of 4-1/2" O.D. rounded galvanized steel with 2-3/8" O.D. net supports. Crossbar and uprights are powder coated white. , Portable youth size goals shall be 18' wide x 6.5' high, model no. 2231-18 by PW Athletics, or approved equal.
- b. Soccer Nets shall be one pair of 6.5'x12' standard-grade soccer nets, 4mm polyester, color shall be orange, by Scoremaster, order the model required for the 12'x6.5' goals, or approved equal.
- c. Auger Style Anchor shall be a set of 4 per pair of goals and consist of auger with chains and clamps by PW Athletics, model # 8347 or approved equal.

Distributed by: David O'Keefe Company, (925) 283-4404, and FAX (925) 283-4494.

Payment shall be made at the unit bid price per each pair of soccer goals, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Bantam Soccer Goals as shown on plans, as specified in these Special Provisions and as directed the Inspector.

#### **Item No. 16 - Signs**

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

- A. Rules Signs shall provided by the City, for installation by the contractor. The top of the steel park sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-270, Standard Sign Center mount.
- B. ADA Signs shall be provided and installed by the contactor and shall be a R99 sign, as shown on Standard Drawing T-190, and shall comply with the Americans with Disabilities Act, Accessible parking space sign requirements.
- C. Loading Zone Sign shall provided and installed by the Contractor, for installation by the contractor. The top of the steel park sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-270, Standard Sign Center mount.
- D. ADA Parking Lot Entrance sign shall provided by the City and installed by the Contractor, for installation by the contractor. The top of the steel park sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-270, Standard Sign Center mount.
- E. Posts shall be standard weight galvanized steel, Schedule 40, 2" diameter size pipe with pipe cap.
- F. Sign clamps shall be two steel Single 2" ID U-Bracket Clamps as shown on Standards Specification Drawing T-270.
- G. Footings shall be Portland Cement Concrete Class "D", conforming to Section 10-5 of the Standard Specifications and as shown on Standard Drawing T-270.
- H. Stainless Steel Nuts & Bolts shall be vandal resistant bolts with the nuts tack welded on to reduce theft.

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

#### **Item No. 17- Automatic Irrigation System**

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

- A. Backflow Prevention Assembly shall be existing.
- B. Water Tap and Meter shall be existing.
- C. Irrigation Control Valves shall conform to Section 36-13 of the Standard Specifications. Electric control valves shall be Hunter brass model IBV, or approved equal, and shall be constructed as specified in Section 10-50 of the Standard Specifications. Lawn and shrub area valves shall be installed at grade.

- D. Gate Valves shall be existing.
- E. Dual Master Valve shall be existing.
- F. Dual Flow Sensor and Output Transmitter: shall be existing.
- G. Valve Boxes shall be existing.
- H. Electrical shall be existing.
- I. Irrigation Control Wires shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trench for irrigation control wires through existing lawn shall be twenty-four inches (24") deep. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.
- J. Quick Coupling Valves shall be existing.
- K. Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All fittings on the upstream of the valve shall be schedule 80 PVC and all of the fittings downstream of the irrigation valve shall be schedule 40 PVC.
- L. PVC Primers and Solvent welded - PVC pipes will require the following primer and solvent weld applications. Primer shall consist of Weld-On P-70 Industrial Grade Primer and the PVC Solvent Cement shall be Weld-On 711 Heavy Bodied Cement, or approved equal. The primer and solvent cement shall be installed per manufactures specifications.
- M. Main Line Pipe Main Line Pipe shall conform to Section 10-44 of the Standard Specifications and be amended as follows: Main line shall be schedule 40 solvent weld for lines 2" and smaller and class 315 PVC for lines 2½" and larger shall be PVC rubber ring and gasket. Main line pipes 2" and larger shall have concrete thrust blocking in conformance with Section 27-6 and Standard Drawing No. "W-103" of Section 38 of the Standard Specifications. The contractor shall pressure test the irrigation main line with the inspector present. The pressure test shall consist of the contractor pressurizing the mainline to 150 PSI for two hours with zero pressure loss with either the Inspector or Landscape Architect present.
- N. 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.
- O. 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.
- P. 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.

- Q. Ball Valve Assembly shall be existing.
- R. Electronic Marker System shall be existing.
- S. 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 Automatic Irrigation System as shown on the plans, as specified in Section 36-25 of the Standard Specifications, in these Special Provisions and as directed by the Inspector.

#### **Item No. 18 - Central Control System**

This item shall consist of furnishing and installing a Central Control System as shown on the plans in conformance with Section 34 of the Standard Specifications and these Special Provisions.

##### A. General

1. All materials furnished and installed shall be new and shall conform to the Standard Specifications for Public Works construction, current addition, as adopted by the City.
2. Mandatory pre-installation meetings are required for all City of Sacramento parks projects. The contractor shall organize and conduct an on-site, pre-installation meeting with a representative from John Deere Green Tech (equipment supplier), Gonzalo Albor, the City's Irrigation Specialist, the Landscape Architect and the Inspector prior to the installation of the central control system.

John Deere Green Tech representative is Jim Weller, phone number is 925-451-1610, Fax 949-455-7492, and e-mail: [jweller@johndeeregreentech.com](mailto:jweller@johndeeregreentech.com)

3. All materials except interconnect conductors shall have a five year limited warranty. The contractor shall submit proof of warranty to the City inspector prior to the start of the maintenance period. It shall be the contractor's responsibility to obtain the necessary warranty inspections from the equipment supplier. No installation will be accepted without proof of warranty.
4. All existing and new computerized irrigation control system components shown on the plans shall be fully operational at final acceptance.
5. All incidental parts which are not shown on the plans or specified herein and are necessary to complete or modify the existing system shall be

furnished and installed as though such parts were shown on plans or specifications. All systems shall be in satisfactory operation at the time of completion.

6. Existing interconnect systems shall be maintained in effective operation by the contractor for the duration of the work. The contractor shall notify the City inspector 48 hours prior to performing any work on an existing system.

B. Product

1. Conduit

- a. All central control system interconnect conduit and fittings shall be PVC schedule 40 1 inch in size, unless otherwise noted.

2. Conductor

- a. Communication Cable as required from the submaster satellite assembly to the other satellite assemblies on line shall be a 4 conductor shielded cable (part # EV-CAB-COM). Communication cable may be used to link satellites up to 5,000 feet in length from each other. Cable shall be installed in a 1-inch PVC schedule 40 conduit.
- b. Flow Sensor Wire as required from the flow sensor into the satellite assembly enclosure shall be a 2 conductor shielded cable (part # EV-CAB-SEN). The sensor cable may be used to connect the flow sensor to a satellite up to 2,000 feet in length from each other. Cable shall be installed in a 1-inch PVC schedule 40 conduit.
- c. Conductors shall be the same type and size shown on the drawings as required for proper operation of the system.

3. Wire Splices

- a. Conductors shall be installed with **NO UNDERGROUND** splices unless absolutely necessary and unavoidable. Any and all underground splices that are required to be made, must be approved by the City inspector and shall be placed in a suitable type 14 inch by 19 inch valve box for easy access.
- b. Wire Splices on the communication or sensor cable shall be made with a splice kit (part # UGT-SPLICE).

4. Pull Boxes shall be fabricated from a durable plastic material resistant to weather, sunlight, and chemical action of soil. Pull boxes shall be a minimum size of 20 inches in length, 15.25 inches in width and 12 inches in height. In paved areas, the pull box shall be a concrete type with a cast iron lid.

5. Ground Rod

- a. A 5/8-inch by 8-foot ground rod, clamp and #8 gauge solid copper wire shall be provided at every satellite location. It shall be installed a minimum of eight (8') from the enclosure and installed within nine inch (9") valve box with the lid flush with the finish grade.
- b. All central control system equipment shall grounded to conform to requirements of the National Electric Code, current edition as adopted by the City and the manufacturer specifications. No solder connections will be allowed. Resistance to ground shall be no more than 25 ohms.

6. Satellite Assembly

- a. The number and location of the satellites shall be as shown on the drawings and shall be as manufactured by Rain Master
- b. All satellites shall be pre-assembled (satellite assembly) by Green Tech in a "Strongbox" stainless steel weatherproof, vandal resistant, lockable enclosure manufactured by V.I.T. Products.
- c. The satellite assembly (part # SA6 series) shall consist of a stainless steel slant top enclosure, stainless steel removable backboard and two sideboards, interconnect terminal strips, primary power voltage surge arrester, on/off switch, a ground fault interrupt circuit, ground rod, wire and clamp.
- d. The satellite assembly (part # SA6-RM4-TW / RHG series) shall include a radio communication circuit board for communicating with the central computer by means of a data radio. See 2.6.8 below for radio antenna selection.
- e. The satellite assembly (SA6-RM-TW / RFL series) shall include a radio and high gain antenna assembly (part # RHG) for non line of sight. For proper antenna selection, contact Green Tech at (888) 438-7435
- f. The satellite assembly shall optionally include a dual flow sensing assembly with a normally open master valve and flow sensor on the bypass mainline and a normally closed master valve and flow sensor on the mainline for point of connection (part # DFSAV-125B+400P series).
- g. The satellite assembly shall include a built in remote receiver and hand-held transmitter (part # PMR) each assigned an individual controller access code.
- h. The satellite assembly shall be covered by a five year limited warranty.

**Execution of Work**

1. Interconnect Conduit

- a. The interconnect conduit shall be located within the public right-of-way whenever possible. If the conduit is installed outside of the public right a way, an easement shall be provided to the City prior to installation.
- b. Conduit runs shall be installed as shown in the approved plans. The Inspector prior to installation shall approve any changes.
- c. The ends of the conduits, whether shop or field cut shall be reamed to removed burrs and rough edges. Cuts shall be made square and true.
- d. The ends of the conduit shall be capped until the pulling of wiring is started.
- e. Conduit bends, except factory bends, shall have radii of not less than six times the inside diameter of the conduit.
- f. Conduit shall be installed at a depth not less than 18 inches below finished grade.
- g. Conduit shall be free of soil and debris.
- h. Nylon or polypropylene pull ropes with a minimum tensile strength of 500 pounds shall be installed in all conduits, which are to receive future, interconnect cable. At least 2 feet of pull rope shall be extended beyond each end of the conduit run and secured.

2. Interconnect Conductors

- a. All interconnect conductors shall be pulled by hand.
- b. A total of 3 feet of cable shall be left at each satellite assembly and pull box. Sufficient slack shall be left to allow the wire to extend 18 inches above the top of the pull box grade.
- c. The interconnect wire shall be continuous from satellite to satellite. All splices shall occur within the satellite enclosure unless specifically authorized by the City Inspector. Splices shall be capable of satisfactory operation under continuous submersion in the water.

3. Pull Boxes

- a. Pull boxes shall be installed at intervals not to exceed two hundred feet and at all changes in direction and where the conduit crosses a roadway, bridge or railroad track (with a 36-inch loop inside the box).
- b. Pull boxes shall be installed in area to be landscaped whenever possible.

- c. The bottom of the pull box shall be bedded in crushed rock six inches deep prior to installation of the interconnect cable.

#### **Equipment Supplier Support**

1. Review system and plans.
2. Conduct one pre-construction meeting on site, for the contractor and owners' representative.
3. Hook-up communication and flow sensor cable inside the assembly.
4. Test to verify proper grounding.
5. Field test for proper operation of the assembly components.
6. Communication cable continuity and resistance test.
7. Calibration of assembly flow sensing components (if applicable).
8. Verify equipment conforms to and is installed in accordance with Green Tech and Manufacturers specifications and recommendations.
9. Perform functional test of system from a computer.
10. Provide written certification letter. The contractor is required to provide the Landscape Architect with a written certification letter by Green Tech, at final acceptance.

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 Central Control System as shown on the plans, as specified in Section 36-25 of the Standard Specifications, in these Special Provisions and as directed by the Inspector.

#### **Item No. 19 - Trees**

This item shall consist of furnishing, preparing and planting 15-gallon Trees in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

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

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

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

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

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 Trees as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 20 - Shrub and Groundcover Areas**

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

- A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.
- Soil in Shrub and Groundcover areas adjacent to paved areas shall be graded so that after settlement, the soil will be three inches (3") below the top of the adjacent paving or curb.
- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
1. Mulch shall conform to the applicable paragraphs of Section 35-6. Mulch shall be evenly spread in all shrub and groundcover areas to a three-inch (3") finished depth at the time of acceptance by the City. Mulch shall be shredded fibrous in nature, one-inch (1") minimum to four-inch (4") Maximum in length or Douglas Fir Walk on bark. Contractor shall submit a

mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.

2. Landscape Fabric shall be Fabriscape Professional Landscape Fabric, 3 ounce Spunbond or an approved equal. Tensile Strength shall be 130 lbs and shall conform to ASTM D-4632. Elongation at break shall be less than 70% and conform to ASTM D-4632 and Puncture Strength shall be a minimum of 35 lbs and conform to ASTM D-4751. The Coefficient of Permeability shall be 4x10<sup>-2</sup> cm / second and conform to ASTM D-4491. The landscape fabric shall be secured to the prepared subgrade with 4" mulch. Installation of the landscape fabric shall be installed to cover all of the shrub and ground cover areas. The landscape fabric shall be installed as one piece and installation of landscape fabric shall not have pieces smaller than 3' x 3' square unless approved by the construction inspector. The landscape fabric shall only have holes no greater than the root ball diameter of the plant material. No landscape fabric shall be exposed upon final acceptance by the City of Sacramento.
  3. Staples or Fasteners – Landscape fabric shall be held in place by the use of staples or fasteners along all corners and seams at approximately 10' O.C. or closer as required to hold Landscape fabric in place. No staples or fasteners shall be placed within the shrub or groundcover root ball.
- C. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.
1. Soil Conditioner/Fertilizer Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.
- D. Planting Materials shall conform to Section 10-43 and 35-8 of the Standard Specifications.

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

#### **Item No. 21 – Mulch and Jute Netting**

This item shall consist of furnishing, preparing and installing Mulch and Jute Netting per the plans and in conformance with the Standard Specifications and as amended by these Special Provisions.

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

1. Mulch shall conform to the applicable paragraphs of Section 35-6. Mulch shall be evenly spread in all shrub and groundcover areas to a three-inch (3") finished depth at the time of acceptance by the City. Mulch shall be shredded fibrous in nature, one-inch (1") minimum to four-inch (4") Maximum in length or Douglas Fir Walk on bark. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.
2. Jute Netting should be cloth of a uniform plain weave of undyed and unbleached single jute yam. The materials should weigh about 1.2 pounds per linear yard and have approximately 78 warp ends per width of cloth and 41 weft ends per linear yard.
3. Staples or Fasteners – Landscape fabric shall be held in place by the use of staples or fasteners along all corners and seams at approximately 10' O.C. or closer as required to hold Landscape fabric in place. No staples or fasteners shall be placed within the shrub or groundcover root ball.

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 Mulch and Jute Netting as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

#### **Item No. 22 - Turf Hydroseeding**

This item shall consist of furnishing materials, preparing and Turf Hydroseeding areas shown on the Plans in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. Preparing of Planting Areas, Section 35-5 of the Standard Specifications shall be amended as follows: Soil shall be cultivated until the condition of the soil is loose and fine-textured to a depth of four inches (4"). Finish grade of all planting areas shall be reviewed and approved by the Landscape Architect before proceeding with planting.

Soil in lawn areas adjacent to curbs or paved areas shall be graded so that after settlement, the soil will be one-half inch (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 Sections 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.

1. Soil Conditioner/Fertilizer Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio,

exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.

- D. Turf Hydroseeding shall conform to Section 10-42, and applicable paragraphs of Section 35-10 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 completing the Turf Hydroseeding as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No. 23 - Non-Irrigated Native Grass/Wildflower Hydroseeding**

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

- A. Non-Irrigated Native Grass / Wildflower Hydroseed shall be installed in all area which have disturbed soil at the end of the substantial completion and shall be done to all areas within the Franklin Boyce Park property limits.

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

**Item No. 24 - Landscape Maintenance (90 days)**

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

- A. **Start of Maintenance Period shall conform to Section 35-15 of the Standard Specifications. As amended by the following: The start of the Maintenance period will not start until SUBSTANTIAL COMPLETION (refer to sections 1-45 and 8-4 of the 2007 City Standard Specifications) of the entire project has been determined by the City landscape architect.**
- B. Watering shall conform to Section 35-13 of the Standard Specifications and these Special Provisions.
- C. Plant Replacement shall conform to Sections 35-14 of the Standard Specifications.
- D. Plant Establishment period or Landscape Maintenance Period shall conform to Section 35-16 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be ninety (90) calendar days and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance shall continue until final acceptance of the work.

- E. Lawn Maintenance shall conform to Section 35-16 of the Standard Specifications. When the lawn reaches three inches (3") in height, the Contractor shall mow it to a height of one and one-half inches (1-1/2"). The lawn shall be mowed thereafter on a weekly basis to a height of one and one-half inches (1-1/2"). Lawn growing around trees, light poles, fences, and other obstacles shall be maintained at a height equal to that of the adjacent lawn areas, or may be chemically controlled with the approval of the Landscape Architect. Catching of lawn clippings shall not be required. Following a minimum of three (3) mowings the Contractor shall be required to treat the lawn with a selective broadleaf and grass weed herbicide that will not harm the lawn. The Contractor shall conform to Section 35-6 of the Standard Specifications for application of herbicides.
1. Lawn Fertilizer (2nd Application): One week prior to the final inspection the Contractor shall apply to all lawn areas a second application of fertilizer with a 16-6-8, N-P-K analysis, at six (6) pounds per 1,000 square feet.
- F. Tree & Shrub Maintenance. Trees and Shrubs shall be pruned and shaped as directed by the Landscape Architect. Trees shall be restaked as necessary. Maintain watering basins and shrub and groundcover areas free of weeds.
- G. Pre-Final Inspection shall conform to Section 35-17 of the Standard Specifications and be amended as follows: Seven (7) weeks prior to the end of Maintenance Period, the Inspector and the Landscape Architect shall conduct a pre-final inspection. At the pre-final inspection or at anytime thereafter, should the Inspector determine that the project meets the requirements of the final acceptance of the work, he may issue final acceptance of the project to the Contractor.
- H. Final Inspection shall conform to Section 35-18 of the Standard Specifications. At the time of final acceptance of the work, any square yard of the planted areas shall be ninety percent (90%) weed free and in a neatly mowed condition, as determined by the Inspector.

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

### III. ADDITIVE ALTERNATE ITEMS

#### **Item No. A1 – Lawn Sodding in Lieu of Turf Hydroseed**

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

- A. Preparing of Planting Areas, Section 35-5 of the Standard Specifications shall be amended as follows: Soil shall be cultivated until the condition of the soil is loose and fine-textured to a depth of four inches (4"). Finish grade of all planting areas shall be reviewed and approved by the Landscape Architect before proceeding with planting.

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

- B. Weed Control shall conform to Section 35-6 of the Standard Specifications.
- C. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.
1. Soil Conditioner/Fertilizer shall be Tri-C 6-2-4 w/ 5% Sulfur, or approved equal. Soil conditioner shall contain 6-2-4 (NPK ratio) and 20% humic acids, and shall be applied at the rate of 70 lbs. per 1,000 square feet. Soil conditioner shall be cultivated into the top six inches (6") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Project Construction Inspector. For supplier call 1-800-927-3311 or (909) 590-1790.
  2. Organic Amendment shall be nitrogen treated fir bark with the following properties:  
  
Physical Properties: 95% - 100% passing, sieve size 6.35 mm (1/4" inch), 80% - 100% passing, sieve size 2.38 mm (No. 8, 8 mesh), and 0% - 30% passing, sieve size 500 micron (No. 35,32 mesh).  
  
Chemical Properties: Nitrogen Content (dry weight basis) – 0.4-0.6% iron content – minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts – maximum 3.5 milliohms / centimeter @ 25 degrees C. as determined by saturation extract method; ash – 0 – 6.0%
- D. Amendment shall be uniformly distributed throughout all irrigated planted areas and incorporated to a homogenously blended depth of six inches. Application rate shall be 3 cubic yards per 1,000 square foot.
- E. Turf Sodding shall conform to Section 10-42, and applicable paragraphs of Section 35-12 of the Standard Specifications and these Special Provisions.
1. Turf Sodding shall consist of 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.
- G. **If this item is awarded the City shall deduct the cost of the turf hydroseed from the contract amount in the way of a deductive change order**

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 in lieu of Turf Hydroseeding as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

# CITY OF SACRAMENTO

## DEPARTMENT OF PARKS AND RECREATION

### LANDSCAPE ARCHITECTURE SECTION

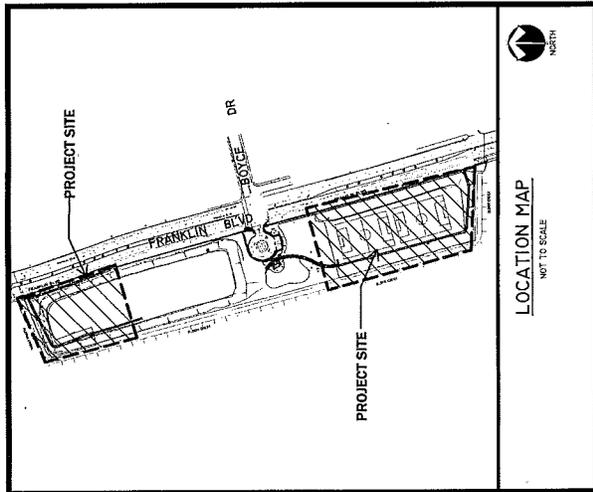
# CONSTRUCTION PLANS FOR:

# FRANKLIN BOYCE PARK

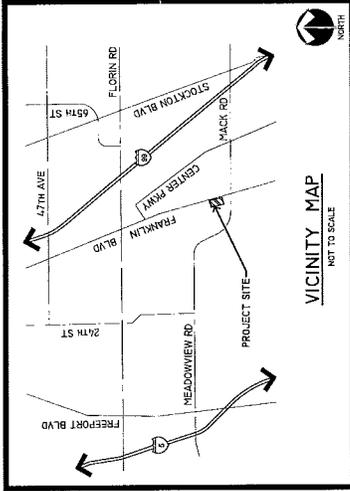
## PHASE 2 IMPROVEMENTS

7700 FRANKLIN BOULEVARD  
 PROJECT NUMBER: L19118200  
 PARCEL NO.: 119-0070-036-0000

WDID: IN PROCESS, RISK LEVEL 2 PROJECT  
 TOTAL AREA DISTURBED: 2.1-ACRES



- #### GENERAL NOTES
1. OBSERVATIONS OF CONTRACT DOCUMENTS: REFER TO SECTION 5-3 COORDINATION OF CONTRACT DOCUMENTS OF THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS FOR PUBLIC WORKS AND ALL APPLICABLE ADDENDA AND MEMORANDA.
  2. TRAFFIC CONTROL REQUIREMENT: REFER TO THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
  3. EXISTING FACILITIES: REFER TO SECTION 1.3 SPECIFICATIONS FOR REQUIREMENTS.
  4. LOCATION AND PROTECTION OF EXISTING UTILITIES: REFER TO SECTION 6-19 MAIN AND TRUNKLINE UTILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
  5. PERMANENT SURVEY MONUMENTS: REFER TO SECTION 6-5 TRENCH SAFETY PLANS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
  6. IF HUMAN BURIALS ARE ENCOUNTERED: ALL WORK IN THE AREA SHALL STOP IMMEDIATELY AND THE LOCATION SHALL BE REPORTED TO THE CITY ENGINEER. BE NOTIFIED IMMEDIATELY. IF THE REMAINS ARE DETERMINED TO BE NATIVE AMERICAN IN ORIGIN, BOTH THE NATIVE AMERICAN HERITAGE COMMISSION AND THE SACRAMENTO COUNTY HISTORICAL SOCIETY MUST BE NOTIFIED AND RECOMMENDATIONS FOR TREATMENT SOLICITED. PURSUANT TO: CEQA SECTION 15064.5 AND SAFETY CODE SECTION 18917.94 AND 5997.98.
  7. TRENCH SAFETY PLANS: REFER TO SECTION 6-6 TRENCH SAFETY PLANS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
  8. PROTECTION OF WORK PERSONS AND PROPERTY AGAINST DAMAGE: REFER TO SECTION 7-7



#### SHEET INDEX

TITLE	SHEET NO.
COVER SHEET	L1
SEDIMENT & EROSION CONTROL PLAN	L2-L3
EXISTING CONDITIONS & DEMOLITION PLAN	L4-L5
LAYOUT PLAN	L6-L7
IRRIGATION PLAN	L8-L9
PLANTING PLAN	L10-L11
PLANTING DETAIL	L12-L15
CONSTRUCTION DETAILS	L14 L15-L16

CITY REPRESENTATIVE:  
 JEFF NITKA  
 LANDSCAPE ARCHITECT # 6189  
 CITY OF SACRAMENTO LANDSCAPE ARCHITECTURE SECTION  
 915 I STREET, 3RD FLOOR  
 SACRAMENTO, CA 95814  
 TEL: (916) 498-3275 FAX: (916) 498-3275  
 EMAIL: JNITKA@CITYOFSACRAMENTO.ORG

APPROVED BY: \_\_\_\_\_ (DATE)

C. GARY HYDEN, PPDS MANAGER, LANDSCAPE ARCHITECT #1741  
 DEPARTMENT OF PARKS AND RECREATION

FRANKLIN BOYCE PARK - PHASE 2 (L19118200)

SACRAMENTO  
Parks and Recreation  
PARK PLANNING & DEVELOPMENT SERVICES  
LANDSCAPE ARCHITECTURE SECTION  
915 I STREET, FLOOR 3, SACRAMENTO, CA 95814

FRANKLIN BOYCE  
PHASE 2 IMPROVEMENTS  
COVER SHEET

LANDSCAPE ARCHITECT  
JEFF NITKA  
DESIGN BY/WRITTEN BY  
JEFF NITKA  
CAD FILE  
DATE AUGUST 11, 2010  
SCALE REFER TO PLAN  
P. N. L19118200  
REVISIONS

SHEET NO.  
**L1**

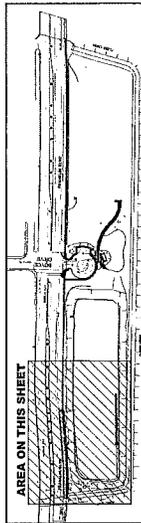


FRANKLIN BLVD.

FLORIN CREEK

PHASE 1  
(NOT IN CONTRACT)

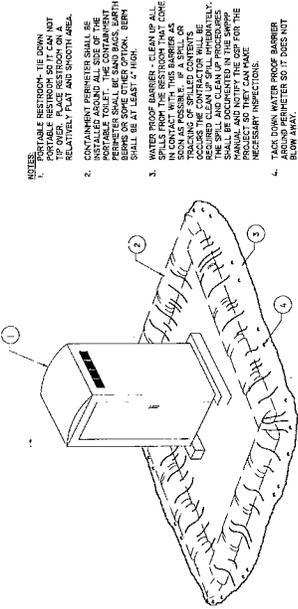
FRANKLIN BOYCE PARK  
NORTH AREA



REFER TO SHEET L2 FOR SEDIMENT & EROSION CONTROL PLAN NOTES AND LEGEND

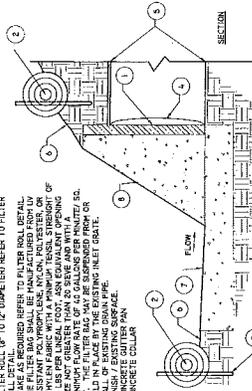


SCALE: 1"=20'-0"



1 RESTROOM CONTAINMENT  
L3 NOT TO SCALE

- NOTES:  
1. DRAIN INLET GRATE  
2. FILTER ROLL (PT. 12" DIAMETER REFERS TO FILTER ROLL DETAIL)  
3. SPILL BARRIER REFER TO FILTER ROLL DETAIL  
4. WATER PROOF BARRIER REFER TO FILTER ROLL DETAIL
1. DRAIN INLET GRATE  
2. FILTER ROLL (PT. 12" DIAMETER REFERS TO FILTER ROLL DETAIL)  
3. SPILL BARRIER REFER TO FILTER ROLL DETAIL  
4. WATER PROOF BARRIER REFER TO FILTER ROLL DETAIL



2 DRAIN INLET PROTECTION  
L3 NOT TO SCALE

- NOTES:  
1. PORTABLE RESTROOMS, IF USED, SHOULD BE INSTALLED AROUND ALL SIDES OF THE RESTROOM. PORTABLE RESTROOMS SHOULD BE INSTALLED AROUND ALL SIDES OF THE RESTROOM. PORTABLE RESTROOMS SHOULD BE INSTALLED AROUND ALL SIDES OF THE RESTROOM. PORTABLE RESTROOMS SHOULD BE INSTALLED AROUND ALL SIDES OF THE RESTROOM.

FRANKLIN BOYCE  
PHASE 2 IMPROVEMENTS  
SEDIMENT & EROSION CONTROL PLAN

FRANKLIN BOYCE  
ARCHITECT  
DESIGN BY/CREATED BY  
JEFF MITTEA  
DATE: AUGUST 11, 2015  
SCALE: AS SHOWN  
P. N. LUB 11.02.00  
REV: 01/15



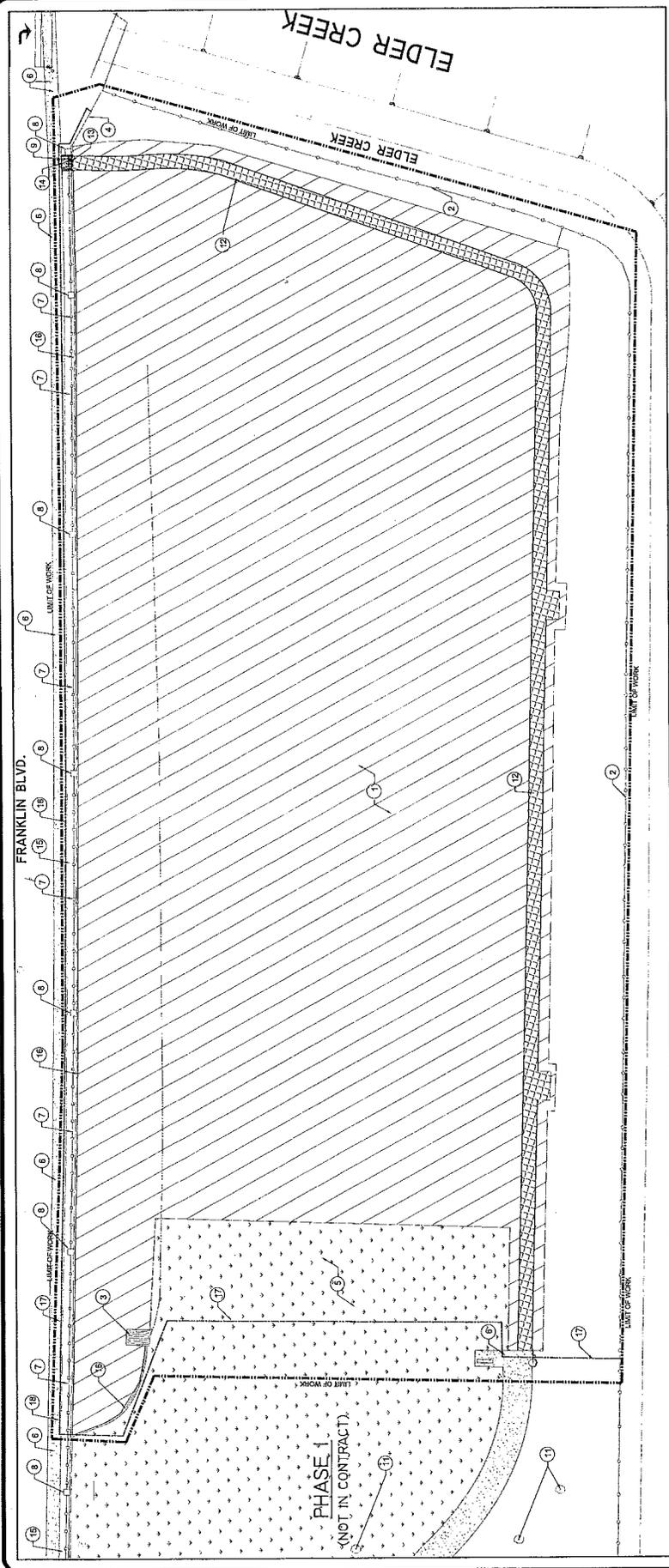
SHEET NO  
L3

SACRAMENTO  
Parks and Recreation  
LANDSCAPE ARCHITECTURE SERVICES  
PARK PLANNING & DEVELOPMENT SECTION  
915 I STREET, FLOOR 3, SACRAMENTO, CA 95814

FRANKLIN BOYCE  
PHASE 2 IMPROVEMENTS  
EXISTING CONDITIONS & DEMOLITION PLAN

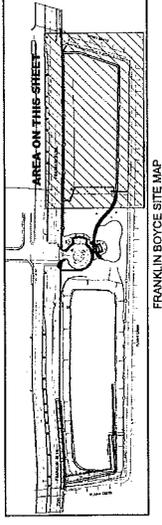
LANDSCAPE ARCHITECT  
JEFF BUDCO  
DESIGNED BY  
DATE: AUGUST 11, 2016  
SCALE: SEE EXISTING  
P. N. 1918200  
REVISED

SHEET NO.  
**L4**



SCALE: 1"=20'-0"

NORTH



FRANKLIN BOYCE PARK - SOUTH AREA

- KEY NOTES (K.N.)**
1. REMOVE AND DISPOSE OF EXISTING VEGETATIVE MATERIAL WITHIN PROJECT LIMITS OF WORK BOUNDARY.
  2. EXISTING CHAIN-LINK FENCING TO REMAIN.
  3. EXISTING DRAIN INLET TO REMAIN.
  4. EXISTING PIPE DATE AND GRAVEL AREA TO REMAIN.
  5. EXISTING TURF AREA TO REMAIN.
  6. EXISTING CONCRETE FLATWORK TO REMAIN.
  7. EXISTING STEEL FENCING TO REMAIN.
  8. PEDESTAL WITH ROCK FACADES TO REMAIN.
  9. TUBE STEEL FENCING TO BE REMOVED.
  10. TREE TO BE REMOVED AND DISPOSED.
  11. TREE TO REMAIN.
  12. REMOVE SOIL AND ORGANIC MATERIAL FOR NEW AGGREGATE BASE AND CONCRETE PAVING.
  13. REMOVE AND DISPOSE OF CONCRETE MOW CURB AND SOIL FOR NEW CONCRETE PAVING.
  14. SOIL FOR NEW CONCRETE PAVING.
  15. DECOMPOSED GRANITE TO REMAIN.
  16. CONCRETE MOW CURB TO REMAIN.
  17. TEMPORARY CONSTRUCTION FENCING SHALL BE REMOVED AND REPAIRED TO THE ORIGINAL CONDITION OF THE WAY OF THE EXISTING WALKWAY.

- DEMOLITION NOTES**
1. SEE GENERAL NOTES ON COVER SHEET 11.
  2. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
  3. CONTRACTOR SHALL PROVIDE A TEMPORARY FENCE IN THE LOCATIONS SHOWN ON THE PLAN PER THE PROJECT SPECIFICATIONS.
  4. ALL EXISTING TREES ON THE SITE ARE TO BE PROTECTED AND REMAIN IN PLACE UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING TREES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING TREES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING TREES.
  5. ALL EXISTING TREES SHOWN SHALL BE PRESERVED AND FULLY MAINTAINED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING TREES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING TREES.
  6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING TREES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING TREES.
  7. ALL EXISTING TREES SHOWN SHALL BE PRESERVED AND FULLY MAINTAINED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING TREES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING TREES.
  8. REMOVE OF EXISTING ROCKLAND OR CONCRETE DEBRIS OVER EXISTING TURF AREA WITHIN PHASE 1 PLANTING AREA AND DISPOSE AT CITY SITE.
  9. CITY OF SACRAMENTO ORDINANCE (C.A.R.S.) REQUIREMENTS OF ALL DEBRIS GENERATED DURING THIS PARK DEVELOPMENT PROJECT BE RECYCLED.
  10. SITE CLEANING AND REMOVAL OF SOILS AND MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING TREES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING TREES.
  11. ITEMS TO REMAIN PRESERVE AND PROTECT UNLESS OTHERWISE NOTED.

**DEMOLITION & EXISTING CONDITIONS LEGEND**

SYM	DESCRIPTION
	CLEAR AND GRUB SEE SPECIAL PROVISIONS
	REMOVE AND DISPOSE OF ITEM
	LIMIT OF WORK BOUNDARY
	EXISTING TURF AREA
	EXISTING DRAIN INLET
	EXISTING CONCRETE FLATWORK
	TEMPORARY CONSTRUCTION FENCING REFER TO KEY NOTE 12

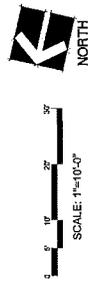
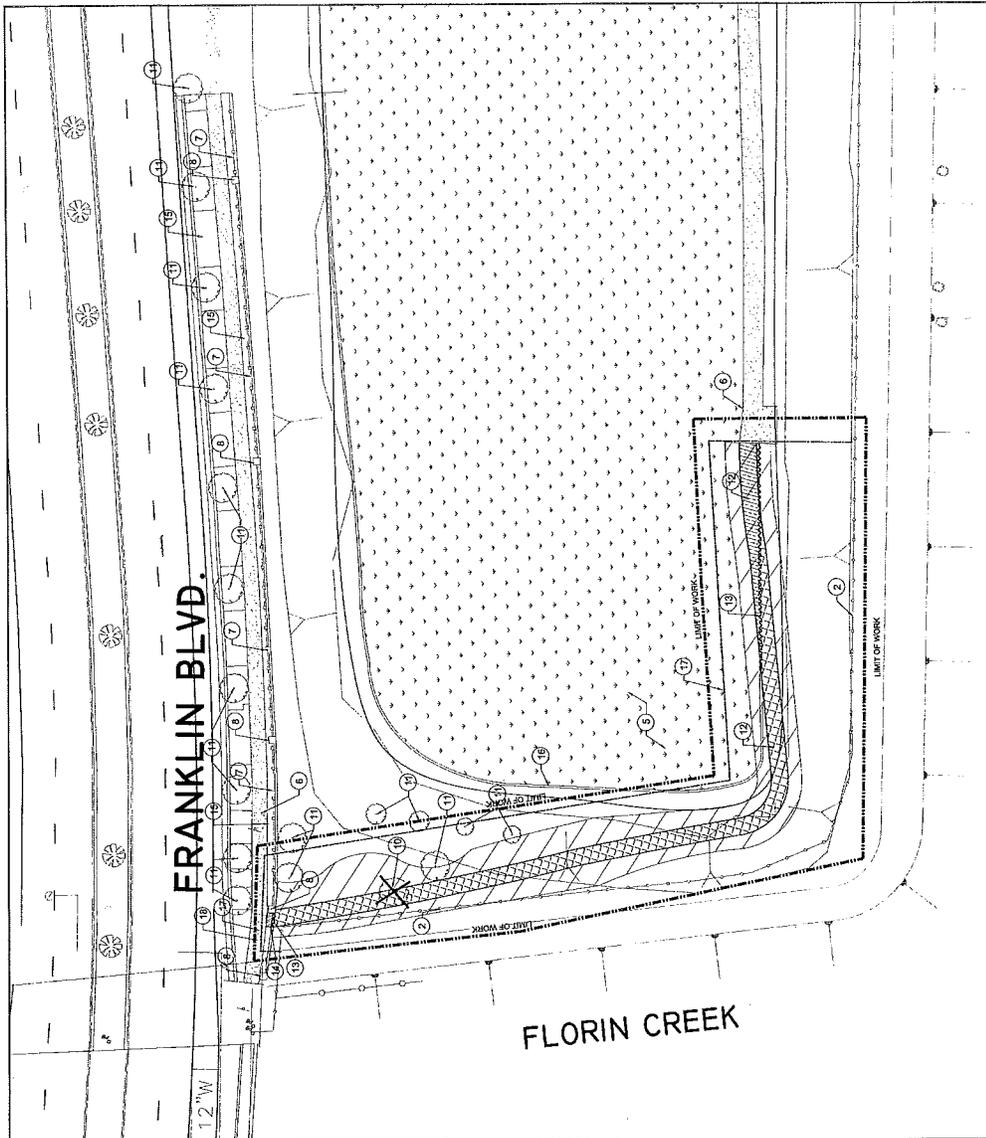
SACRAMENTO  
Parks and Recreation  
LANDSCAPE ARCHITECTURE SERVICES  
PARK PLANNING & DEVELOPMENT SECTION  
915 I STREET, FLOOR 3, SACRAMENTO, CA 95814

# FRANKLIN BOYCE PHASE 2 IMPROVEMENTS EXISTING CONDITIONS & DEMOLITION PLAN

LANDSCAPE ARCHITECT  
JEFF MITCHELL  
DESIGN BY/DRAWN BY  
JEFF MITCHELL  
CAD FILE  
DATE PUBLISHED: 11.15.11  
SCALE: SHEETS TO FINAL  
P. No.: 119-118200  
REVISIONS

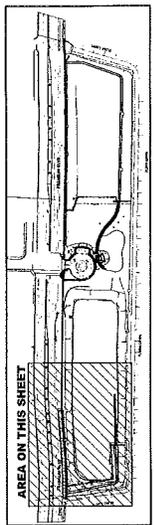


SHEET NO.  
**L5**



FRANKLIN BOYCE PARK  
NORTH AREA

REFER TO SHEET L4 FOR EXISTING & DEMOLITION  
NOTES AND LEGEND

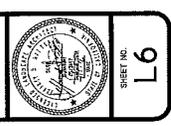


FRANKLIN BOYCE SITE MAP  
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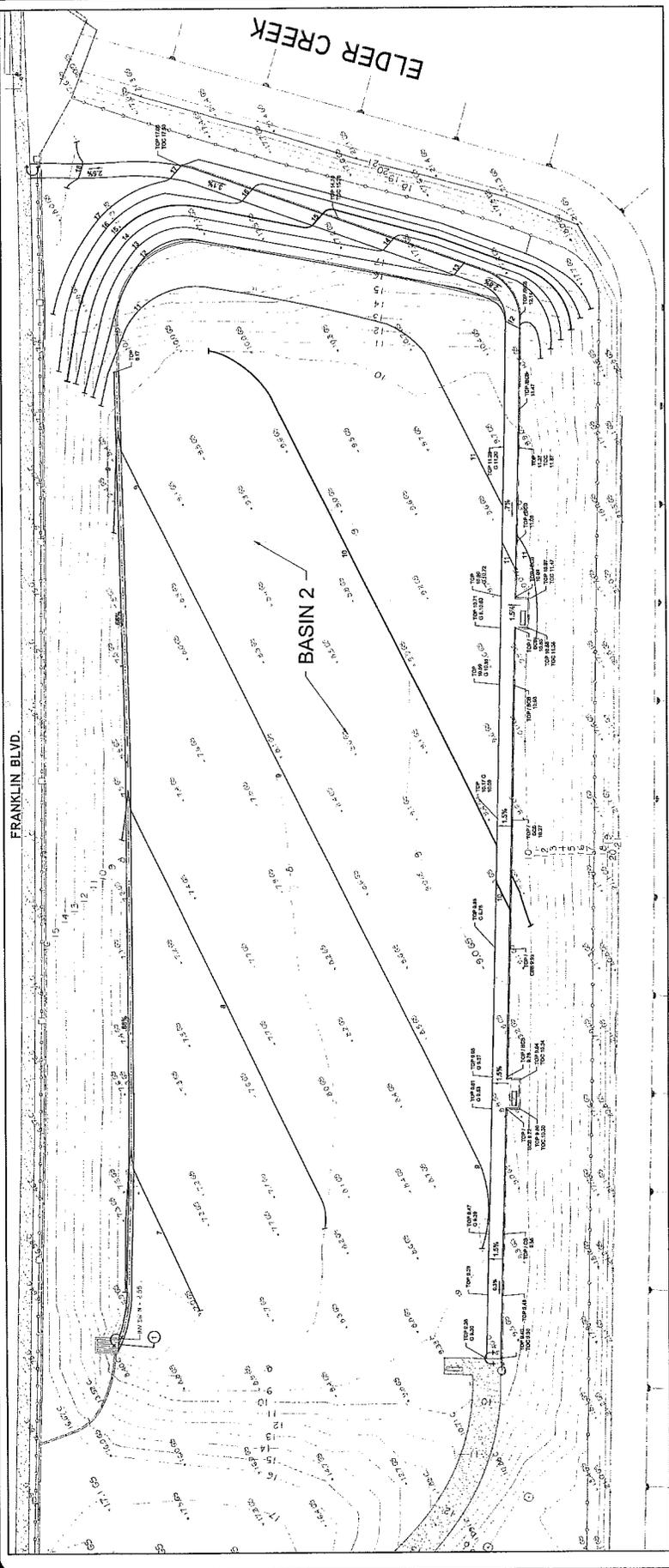
FRANKLIN BOYCE PARK SOUTH AREA  
 PHASE 2 IMPROVEMENTS  
 GRADING PLAN

FRANKLIN BOYCE  
 PHASE 2 IMPROVEMENTS  
 GRADING PLAN

LANDSCAPE ARCHITECT  
 DESIGN PREPARED BY  
 DATE AUGUST 11, 2016  
 SCALE 1/8"=1'-0"  
 P. N. 19112220  
 REVISED



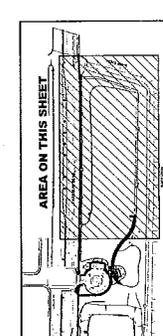
SHEET NO.  
**L6**



FRANKLIN BOYCE PARK SOUTH AREA

REFER TO SHEET L7 FOR GRADING NOTES AND LEGEND

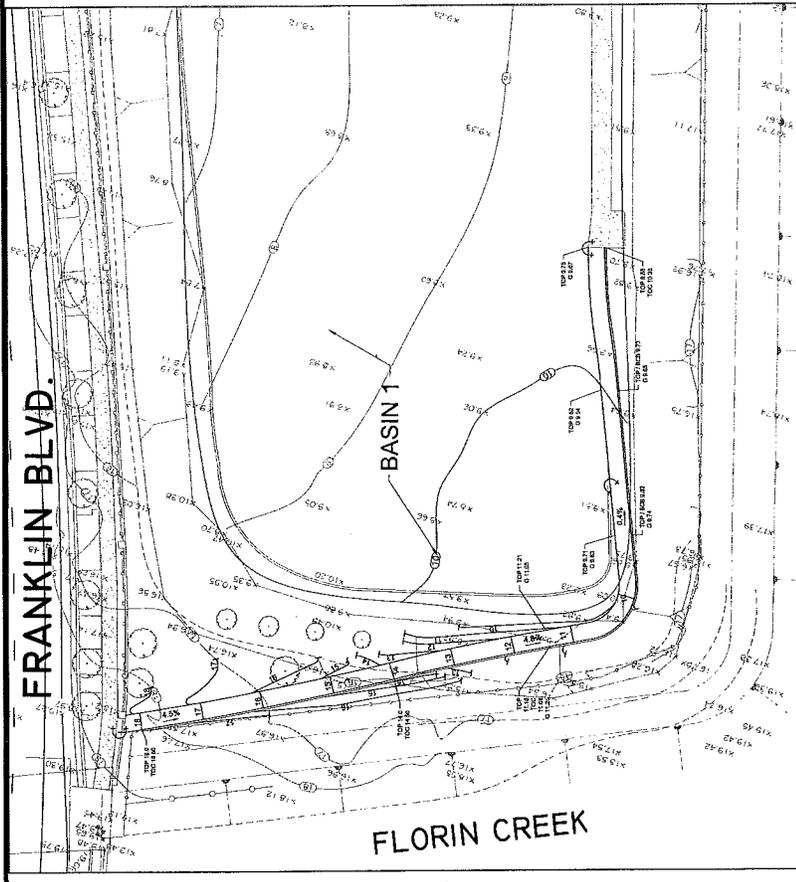
NORTHING AND EASTING INFORMATION IS BASED ON CITY SURVEY BENCH MARK INFORMATION LISTED ON SHEET L7.



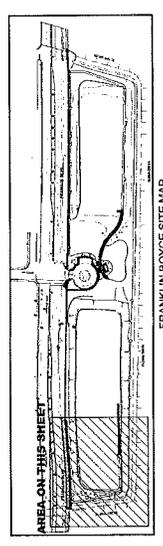
AREA ON THIS SHEET

FRANKLIN BOYCE SITE MAP  
 SCALE: 1"=200'

Know what's below.  
 Call before you dig.



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



GRADING LEGEND		ABBREVIATIONS	
SYM	DESCRIPTION	ABBREVIATION	DESCRIPTION
PROPOSED CONTOUR	SPOT ELEVATION (SEE ABBREVIATIONS)	B.O.B.	BOTTOM OF CURB
SLOPE AND DIRECTION OF PROPOSED GRADE	EXISTING VERTICAL DRAIN INLET STRUCTURE	BACK OF WALK	BACK OF WALK
CONCRETE / FLASH WITH EXISTING PAVING	EXISTING SPOT ELEVATIONS	BRAIN INLET	BRAIN INLET
EXISTING CONTOURS	FLOW LINE OF "V" DITCH	FINISH GRADE	FINISH GRADE
NEW CONTOURS TIES INTO EXISTING CONTOUR		GRADE BREAK	GRADE BREAK
		HIGH POINT	HIGH POINT
		R.W. ELEVATION	R.W. ELEVATION
		TOP OF ASPHALT	TOP OF ASPHALT
		TOP OF PAVING	TOP OF PAVING
		TOP OF H.W. CURB	TOP OF H.W. CURB
		TOP OF HILL	TOP OF HILL

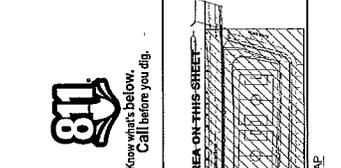
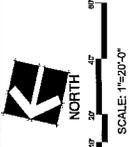
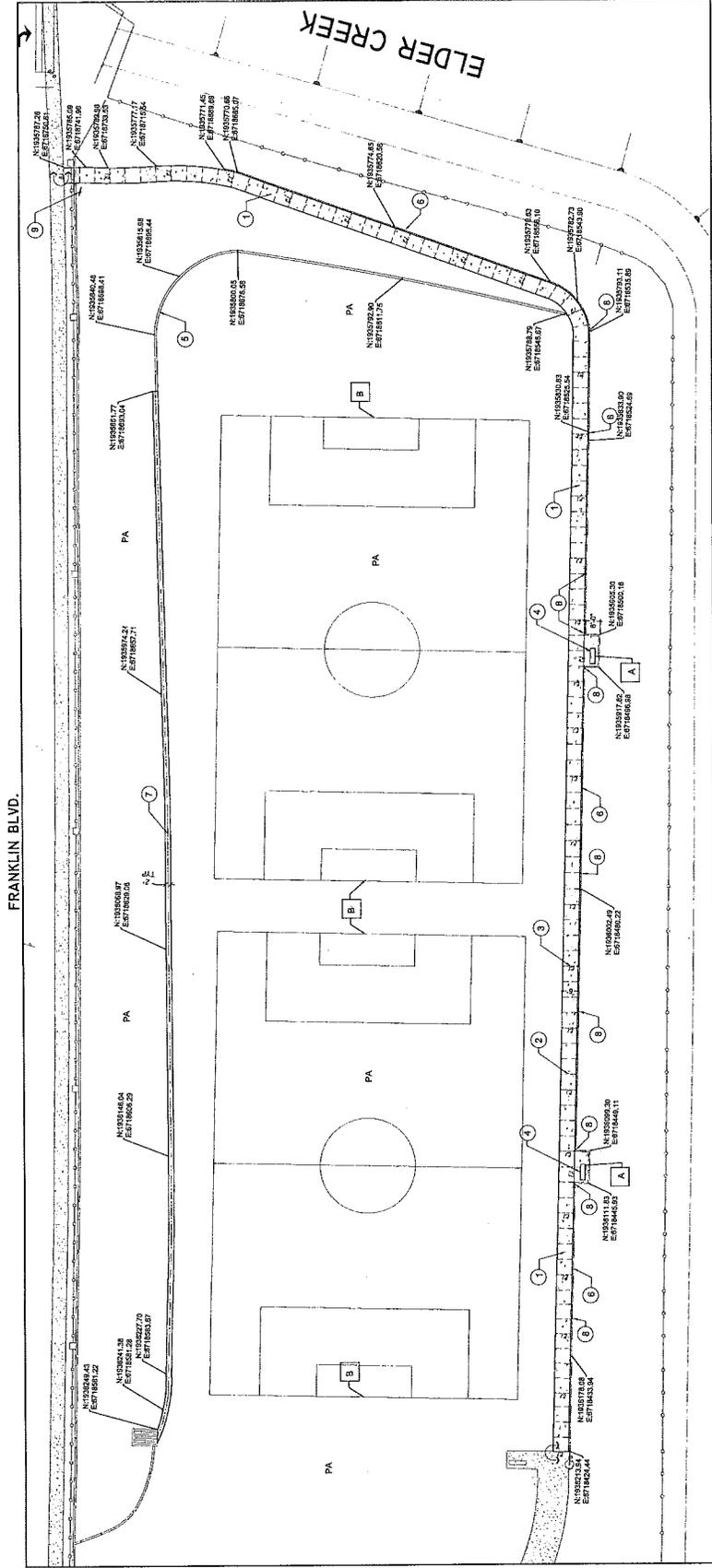
BENCHMARK INFORMATION	
HORIZONTAL CONTROLS: BASED ON U.P.S. & S. 84.03 PG. 20 "CITY OF SACRAMENTO GPS STATE CONTROL NETWORK" CONTROL USED 0209, 0270A, 0270A, 0280A. SCALE FACTOR USED IS 0.9999978. VERTICAL CONTROL: 0209, 0270A, 0270A, 0280A. CONTROLS: MULTI-MILL LIGHT BASE SW CORNER BOYCE DRIVE & LOCKWOOD CIRCLE (WEST)	
HORIZONTAL CONTROL: 0209, 0270A, 0270A, 0280A. VERTICAL CONTROL: 0209, 0270A, 0270A, 0280A. CONTROLS: MULTI-MILL LIGHT BASE SW CORNER BOYCE DRIVE & LOCKWOOD CIRCLE (WEST)	

CALLOUTS	
①	TRANSITION FROM "V" DITCH WITH "Z" DEEP FLOWLINE TO FLAT PAVING AT THE TOP OF THE EXISTING ASPHALT

GRADING NOTES	
1.	SEE GENERAL NOTES ON COVER SHEET L-1.
2.	SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
3.	EXISTING GRADES ARE BASED ON INFORMATION PROVIDED BY CITY OF SACRAMENTO. SURVEINER, CONTRACTOR SHALL VERIFY EXISTING GRADES AND CONDITIONS IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE INSPECTOR IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
4.	NORTH AREA OF PARCEL SURVEY PREPARED BY CITY SURVEYOR FOR FRANKLIN BOYCE PARK. COORDINATING SURVEY, SURVEY FOR 100' WIDE STRIP OF LAND ADJACENT TO THE WEST SIDE OF FRANKLIN BOYCE PARK, 100' WIDE STRIP OF LAND ADJACENT TO THE EAST SIDE OF FRANKLIN BOYCE PARK, 100' WIDE STRIP OF LAND ADJACENT TO THE SOUTH SIDE OF FRANKLIN BOYCE PARK, 100' WIDE STRIP OF LAND ADJACENT TO THE NORTH SIDE OF FRANKLIN BOYCE PARK, 100' WIDE STRIP OF LAND ADJACENT TO THE WEST SIDE OF FRANKLIN BOYCE PARK, 100' WIDE STRIP OF LAND ADJACENT TO THE EAST SIDE OF FRANKLIN BOYCE PARK, 100' WIDE STRIP OF LAND ADJACENT TO THE SOUTH SIDE OF FRANKLIN BOYCE PARK, 100' WIDE STRIP OF LAND ADJACENT TO THE NORTH SIDE OF FRANKLIN BOYCE PARK. THE DATUM IS BASED ON THE CALIFORNIA COORDINATES SYSTEM, NORTH AMERICAN DATUM (NAD) 1983.
5.	THE DATUM IS BASED ON THE CALIFORNIA COORDINATES SYSTEM, NORTH AMERICAN DATUM (NAD) 1983.
6.	THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES AND SERVICES BEFORE COMMENCING WORK. THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE THE MOST RECENT AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE INSPECTOR IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
7.	PROPOSED GRADES SHALL MEET EXISTING GRADES WITH A SMOOTH TRANSITION. THE CONTRACTOR SHALL NOTIFY INSPECTOR IF PULDING IS SUSPECTED AND PROPOSED CONCRETE CONTRACTOR TO ALIGN AND ENSURE PROPER SLOPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE INSPECTOR IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
8.	ALL EXISTING DRAINAGE STRUCTURES, BOXES, UTILITY VAULTS ETC. SHALL BE RECONSTRUCTED TO MEET THE REQUIREMENTS OF THE SPECIFICATIONS AND SHALL BE CONCRETE. CONTRACTOR TO ALIGN AND ENSURE PROPER SLOPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE INSPECTOR IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
9.	ALL EXISTING DRAINAGE STRUCTURES, BOXES, UTILITY VAULTS ETC. SHALL BE RECONSTRUCTED TO MEET THE REQUIREMENTS OF THE SPECIFICATIONS AND SHALL BE CONCRETE. CONTRACTOR TO ALIGN AND ENSURE PROPER SLOPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE INSPECTOR IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
10.	CONTRACTOR SHALL PLACE COMPACTED SOIL BETWEEN EXISTING AND PROPOSED CONCRETE. CONTRACTOR TO ALIGN AND ENSURE PROPER SLOPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE INSPECTOR IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
11.	IMPORT SOIL SHALL BE CLEAN SOIL AND SHALL NOT CONTAIN ANY TOXIC SOILS, ROCKS OVER 1" IN DIAMETER, DEBRIS, TRUNK, LIMBER OR OTHER MATERIALS. CONTRACTOR SHALL TAKE A MINIMUM OF 4 SOIL TESTS IN EACH AREA WITHIN THE AREA CONTAINING IMPORTED SOIL. CONTRACTOR SHALL FOLLOW ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS REGARDING SOIL TESTING AND RECORD KEEPING. CONTRACTOR SHALL PROVIDE A COPY OF ALL TEST RESULTS TO THE INSPECTOR IMMEDIATELY. CONTRACTOR SHALL PROVIDE A COPY OF ALL TEST RESULTS TO THE INSPECTOR IMMEDIATELY. CONTRACTOR SHALL PROVIDE A COPY OF ALL TEST RESULTS TO THE INSPECTOR IMMEDIATELY.



REFER TO SHEET L9 EQUIPMENT KEYNOTES AND LAYOUT KEYNOTES.

FRANKLIN BOYCE PARK SOUTH AREA

LAYOUT NOTES

- SEE GENERAL NOTES ON COVER SHEET L-1
- SCORE LINE: REFER TO K.N. #2
- EXPANSION JOINT: REFER TO K.N.#1
- FINISH TO WALKWAY CONCRETE OVER AGGREGATE BASE: REFER TO K.N.#1
- FINISH TO WALKWAY CONCRETE OVER AGGREGATE BASE: REFER TO K.N.#1
- EXISTING CONCRETE WALKWAY
- "O" CURB: REFER TO K.N.#7
- DETAIL NUMBER
- B BENCH WITH BACK: REFER TO E.A.N.#4
- PLANTING AREA
- CONCRETE MONUMENT: REFER TO K.N.#5
- 3/4" CURB, 6" WIDE: REFER TO K.N.#8
- CURB BREAK: REFER TO K.N.#8
- PAVEMENT AROUND FLUSH WITH ADJACENT PAVING ELEMENT
- LAYOUT COORDINATE CALLOUTS (NORTH AND EASTINGS)
- LANDSCAPE ARCHITECT IMMEDIATELY IF A SPECIFIED MATERIAL IS NOT AVAILABLE.
- EXPANSION JOINTS IF NOT SHOWN ON THE PLANS SHALL BE PLACED AT 20' ON CENTER UNLESS OTHERWISE SHOWN ON PLANS.
- SCORE JOINTS TO BE SPACED AS SHOWN ON PLANS.
- NEW CONCRETE PLAYWORK SHALL MEET GRADE OF EXISTING CONCRETE PAVING. A CONTINUOUS NEW CONCRETE PLAYWORK & CURB, EXISTING CURB BREAK, SHALL BE INSTALLED PRIOR TO PLACING CONCRETE.
- ALL MATERIALS & FINISHES SHALL BE AS PER DRAWINGS. REFER TO SPECIFICATIONS & DETAILS FOR ADDITIONAL INFORMATION. CONTRACTOR SHALL VERIFY ALL MATERIALS WEAR OR MONTHLY CURE LEAD TIME. CONTRACTOR'S LEAD TIMES & PROVIDING REQUIRED MATERIALS AT THE PROJECT SITE IN A TIMELY MANNER. UNAPPROVED SUBSTITUTIONS WILL BE TOLERATED CONTACT THE

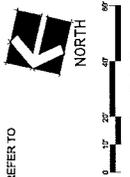
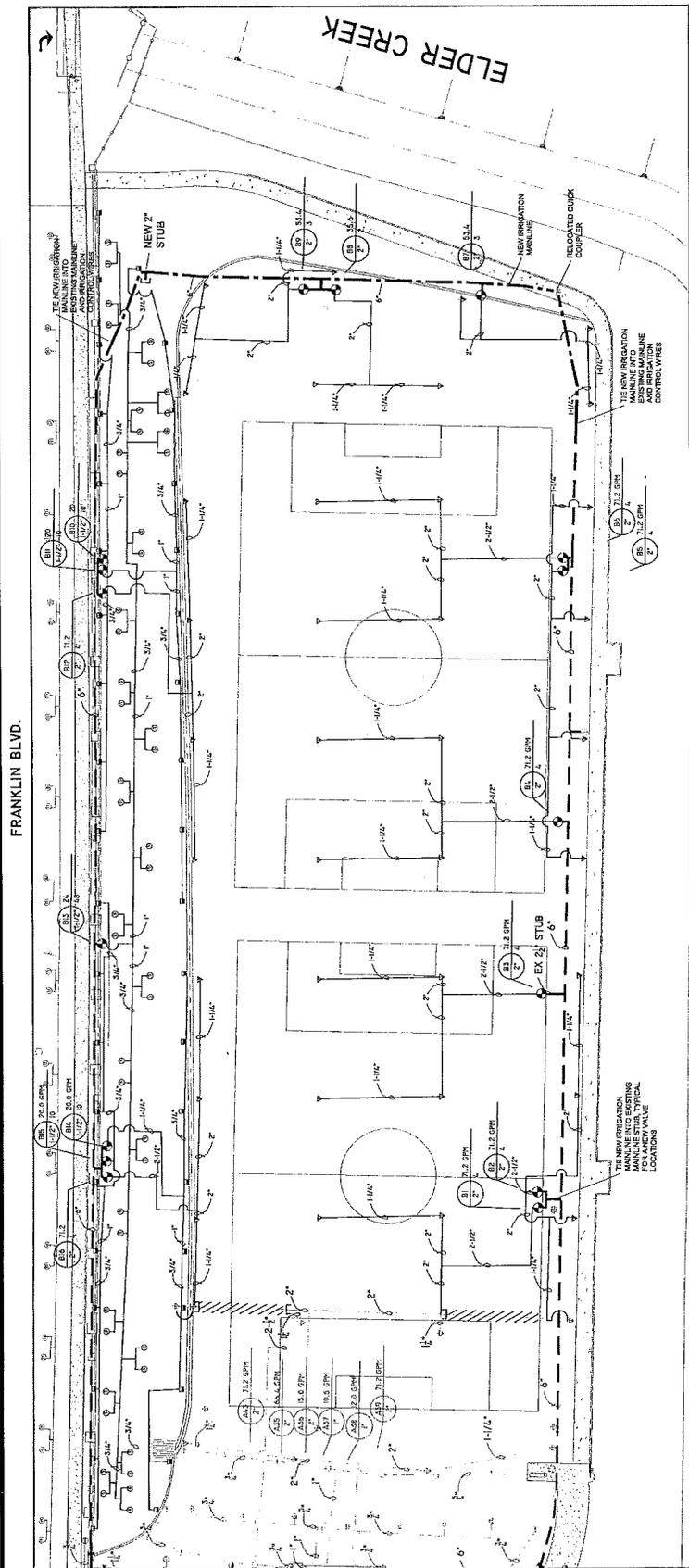
LAYOUT LEGEND

SYMBOL	DESCRIPTION
[Symbol]	SCORE LINE: REFER TO K.N. #2
[Symbol]	EXPANSION JOINT: REFER TO K.N.#1
[Symbol]	FINISH TO WALKWAY CONCRETE OVER AGGREGATE BASE: REFER TO K.N.#1
[Symbol]	EXISTING CONCRETE WALKWAY
[Symbol]	"O" CURB: REFER TO K.N.#7
[Symbol]	DETAIL NUMBER
[Symbol]	B BENCH WITH BACK: REFER TO E.A.N.#4
[Symbol]	PLANTING AREA
[Symbol]	CONCRETE MONUMENT: REFER TO K.N.#5
[Symbol]	3/4" CURB, 6" WIDE: REFER TO K.N.#8
[Symbol]	CURB BREAK: REFER TO K.N.#8
[Symbol]	PAVEMENT AROUND FLUSH WITH ADJACENT PAVING ELEMENT
[Symbol]	LAYOUT COORDINATE CALLOUTS (NORTH AND EASTINGS)



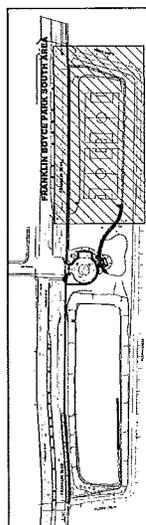


Know what's below.  
Call before you dig.



FOR IRRIGATION NOTES, REFER TO SHEET L11.

FRANKLIN BOYCE PARK  
SOUTH AREA



FRANKLIN BOYCE SITE MAP  
SCALE: 1\"/>

EXISTING IRRIGATION LEGEND				NEW IRRIGATION LEGEND					
SYMBOL	MANUFACT.	MODEL NO./ DESCRIPTION	RAD. PSI	GPH	SYMBOL	MANUFACT.	MODEL NO./ DESCRIPTION	RAD. PSI	GPH
1	HUNTER	1/2\"/>							

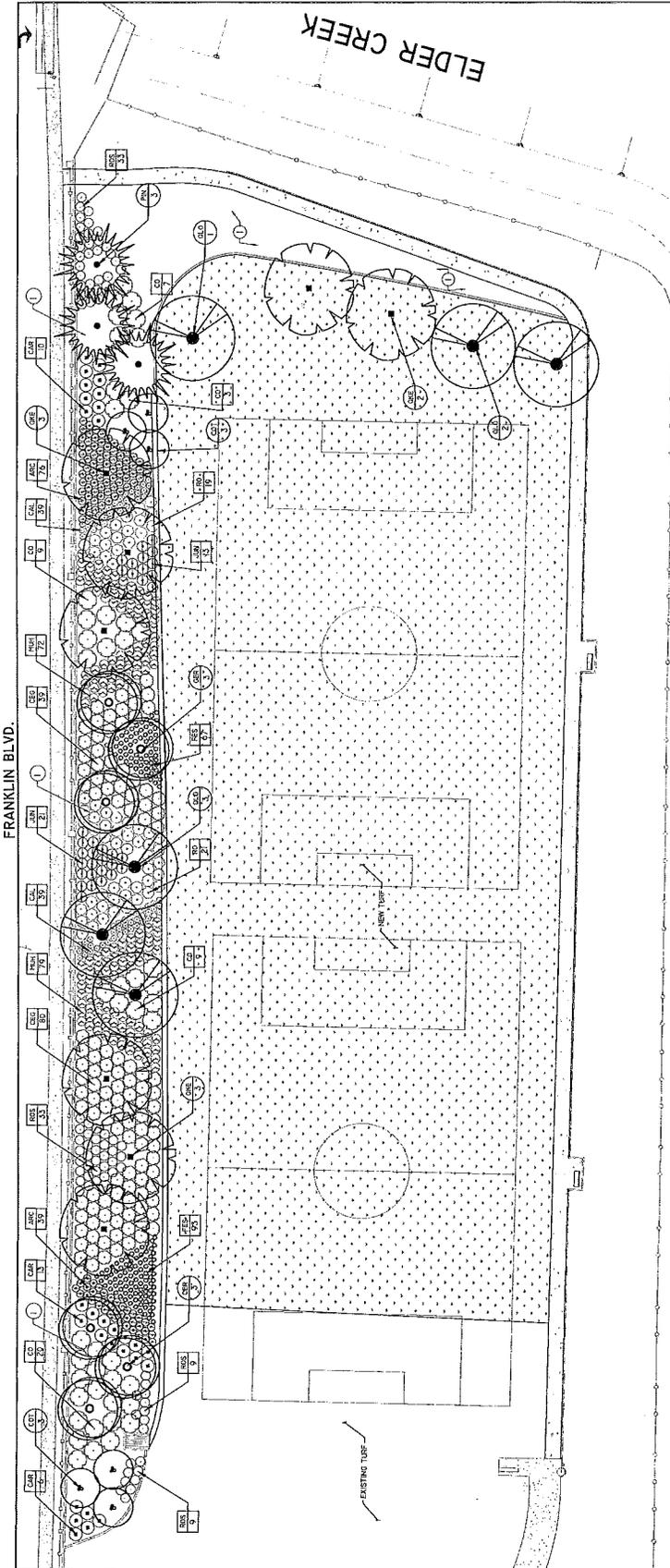


FRANKLIN BOYCE  
PHASE 2 IMPROVEMENTS  
PLANTING PLAN

DATE: AUGUST 11, 2015  
SCALE: REFER TO PLAN  
P. N. 13112000  
REV: 010  
REV: 010

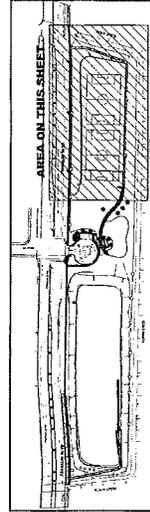
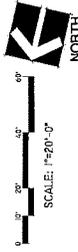


SHEET NO.  
**L12**



FOR PLANTING NOTES REFER TO SHEET L13

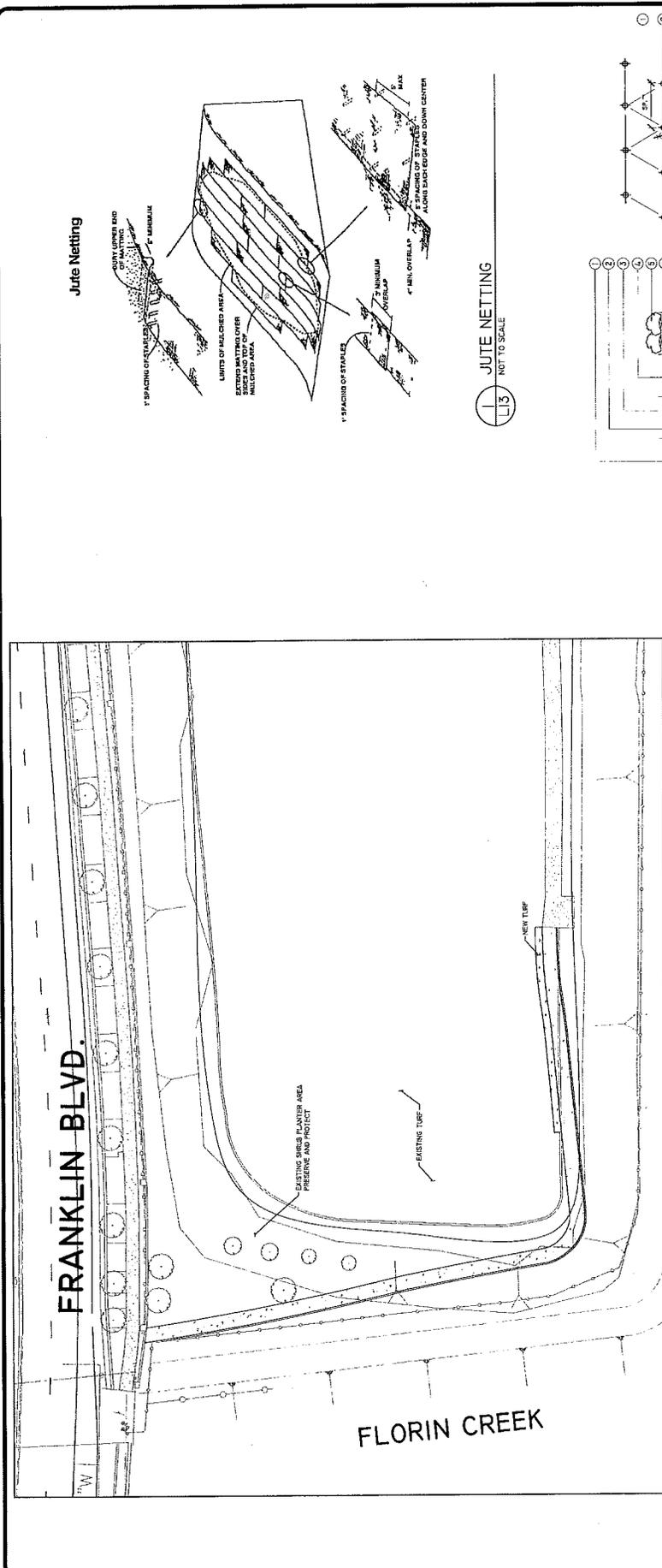
FRANKLIN BOYCE PARK SOUTH AREA



FRANKLIN BOYCE SITE MAP  
SCALE: 1"=200'

PLANTING LEGEND

SYMBOL	KEY	BOTANICAL / COMMON NAME	WATER	SIZE	REMARKS	SYMBOL	KEY	BOTANICAL / COMMON NAME	WATER	SIZE	REMARKS
(Tree symbol)	TREES	CER CERCIS OCCIDENTALIS 'OKLAHOMA'	L	24" BOX	MULTI-TRUNK	(Shrub symbol)	L	SHRUBS CONTINUED			
(Tree symbol)		CANLANDOVA REBRID	L	15 GAL		(Shrub symbol)	JUN	JUNIPERUS C. 'OLD GOLD'	L	1 GAL	3"X45" W
(Tree symbol)		COTINUS COGZYGRIA	L	15 GAL		(Shrub symbol)	JUN	OLD GOLD JUNIPER	L	1 GAL	1'-4"XK 2'-6" W
(Tree symbol)		SMOKE TREE	L	15 GAL		(Shrub symbol)	MUI	MALEBERGIA RIGENS	L	1 GAL	
(Tree symbol)		PNUS ELDERICA	L	15 GAL		(Shrub symbol)	ROB	RCSA X 'NORTRALY'	L	1 GAL	2' H X 3' W
(Tree symbol)		APNGAN PINE	L	15 GAL		(Shrub symbol)	ROB	FLOWER CARPET ROSE	L	1 GAL	
(Tree symbol)		QUERCUS KELLOGGII	L	15 GAL		(Shrub symbol)	ROB	GROUND COVER	L	1 GAL	
(Tree symbol)		VALLEY OAK (N, B)	L	15 GAL		(Shrub symbol)	CO	COTONEASTER DEMMER 'LOWFAST'	L	1 GAL	1"XK2" W
(Tree symbol)		CALIFORNIA BLACK OAK (N, B)	L	15 GAL		(Shrub symbol)	CO	COTONEASTER LOWFAST	L	1 GAL	1"XK2" W
(Shrub symbol)	SHRUBS	ARC ARCTOSTAPHYLOS D. 'PACIFIC MIST'	L	1 GAL	2'-6"XK2" W	(Shrub symbol)	RO	'PROSTRATUS'	L	1 GAL	1"XK2" W
(Shrub symbol)		FRAXINETA	L	1 GAL		(Shrub symbol)	RO	TRAILING ROSEMARY	L	1 GAL	
(Shrub symbol)		CALLISTEMON 'LITTLE JOHN'	L	1 GAL	2"XK2" W	(Shrub symbol)	RO	TURF SEED OR ADD ALTERNATE ITEM SOO WITH THE FOLLOWING MIX: 2"XK2" FESCUE AND 10% KENTUCKY BLUEGRASS. REFER TO SPECIFICATIONS FOR FURTHER INFORMATION.			
(Shrub symbol)		DMARF CALLISTEMON	L	1 GAL		(Shrub symbol)	RO	BARK 4" THICK SHREDED BARK MULCH OVER JUTE NETTING (REFER TO DETAIL L13D) IN ALL NEWLY PLANTED SHRUB AND GROUND COVER AREAS (SEE PLANTING NOTES AND SPECIFICATIONS).			
(Shrub symbol)		CARPENTERIA CALIFORNICA	L	5 GAL	4"XK2" W	(Shrub symbol)	RO				
(Shrub symbol)		BUSH ANEMONE	L	5 GAL		(Shrub symbol)	RO				
(Shrub symbol)		CEANOTHUS GRISEUS HORIZONTALIS	L	1 GAL	2"XK2" W	(Shrub symbol)	RO				
(Shrub symbol)		CREeping CALIFORNIA LILAC	L	1 GAL		(Shrub symbol)	RO				
(Shrub symbol)		FES FESCUE BLAUCA 'ELVAH BLUE'	L	1 GAL	SPACE 18" CC	(Shrub symbol)	RO				
(Shrub symbol)		BLUE FESCUE	L	1 GAL		(Shrub symbol)	RO				

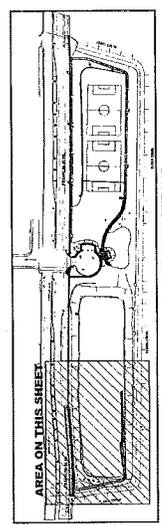


SCALE: 1"=20'-0"

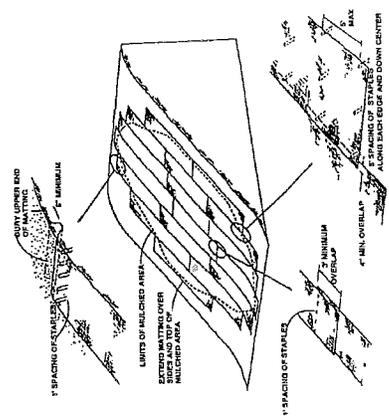
FRANKLIN BOYCE PARK NORTH AREA

FOR PLANTING LEGEND REFER TO SHEET L12

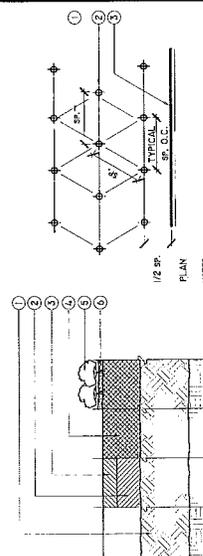
- PLANTING NOTES**
- IRRIGATION SYSTEM SHALL BE OPERATIONAL AND COVERAGE SHALL BE INSTALLED PRIOR TO INSTALLATION OF PLANT MATERIALS.
  - PROVIDE MINIMUM 10% OF 2% FOR DRAINAGE IN ALL PLANTED AREAS.
  - THE FINISHED GRADE FOR ALL PLANTERS SHALL BE 2" BELOW THE TOP-OF-CURB OR ADJACENT FLATWORK AND 1/2" FOR TURF AREAS.
  - ALL PLANT MATERIAL SHALL WITHIN SPECIFICATIONS PER SPECIES, AND SHALL COMPLY WITH ANSI Z60.1 "STANDARD FOR HICKORY STOCK".
  - IMMEDIATELY UPON AWARD, LANDSCAPE ARCHITECT FOR APPROVED MATERIALS AS SPECIFIED, CONTRACTOR SHALL BE ALLOWED TO ORDER PLANT MATERIALS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT.
  - TREE LOCATIONS SHALL BE STAKED AND IDENTIFIED PRIOR TO PLANTING. LANDSCAPE ARCHITECT PRIOR TO PLANTING. ALL PLANTING SHALL BE INSTALLED IN THE FIELD TO SUIT SITE REQUIREMENTS AS DIRECTED BY THE LANDSCAPE ARCHITECT.
  - ALL TREES SHALL BE PLANTED 10 FEET AWAY FROM NEW OR EXISTING WATER PLANS OR UTILITY LINES SHOWN ON THE PLANS.
  - REFER TO PLANTING DETAILS, SPECIAL PROVISIONS, AND CITY OF SACRAMENTO, STANDARD SPECIFICATIONS FOR STREETS AND UTILITIES FOR PROCEDURES.
  - PLANT QUANTITIES SHOWN ARE FOR BIDDING REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL PLANTS REQUIRED TO FULLY FULFILL DESIGN INTENT AS SHOWN ON PLANS.
  - CONTRACTOR SHALL PROTECT AND MAINTAIN ALL PLANT MATERIAL FROM DAMAGE. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR LOSSES DUE TO VANDALISM, THEFT OR SERVICE INCIDENTS.
  - CONTRACTOR SHALL PLACE PLANT MATERIALS WITH IRRIGATION SYSTEM OR INHIBIT IRRIGATION SYSTEM AS SPECIFIED. LOCATIONS MAY BE ADJUSTED AS LONG AS DESIGN INTENT IS NOT COMPROMISED. CONTRACTOR SHALL VERIFY PLANT MATERIALS AS PER PLAN AND RECEIVE ACCEPTANCE FROM INSPECTOR WITH LOCATION PRIOR TO INSTALLATION. CONTRACTOR SHALL GIVE MINIMUM 2 WORKING DAYS NOTICE TO THE LANDSCAPE ARCHITECT TO VERIFY THE CONTRACTOR IS INSTALLING THE PLANT MATERIALS. ANY PLANTS WHICH APPEAR TO BE UNHEALTHY OR ROOT BOUND AS ARCHITECTED BY THE LANDSCAPE ARCHITECT SHALL BE REPLACED WITHIN 14 DAYS OF DISCOVERY. CONTRACTORS SHALL AVOID 12" DIAMETER BY 6" DEEP HOLES IN ROCK IN EVENT FITS DO NOT DRAIN WITHIN 6 HOURS.
  - DO NOT PLANT ANY GROUND COVER OR SHRUBS WITHIN 12" RADII OF CURBS OR ROCKS WITHIN THIS AREA ONLY.
  - ALL AREAS NOT PLANTED PER PLANS AND HAS DISTURBED SOIL SHALL BE REVEGETATED WITH APPROVED SEED MIXTURE. SUBSTANTIAL COMPLETION, REFER TO THE SPECIFICATIONS FOR SEED MIX.



Jute Netting



JUTE NETTING  
 NOT TO SCALE

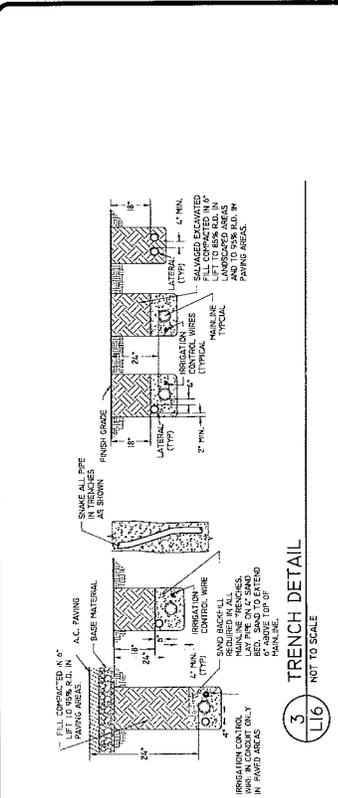


- NOTES:**
- GROUNDCOVER SPACING - SEE PLANTING LEGEND.
  - WALK, WALK OR EDGE OF GROUND COVER PLANTING.

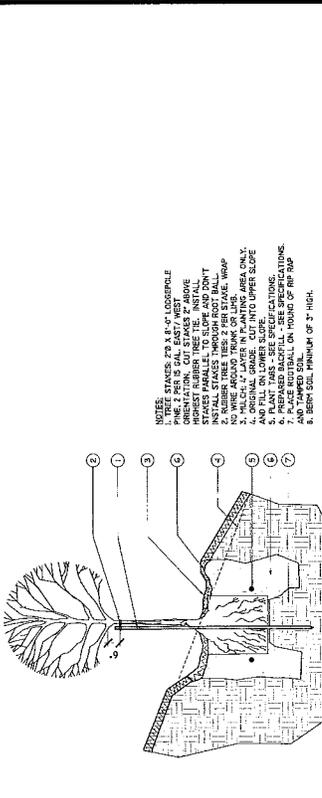
GROUND COVER PLANTING  
 NOT TO SCALE



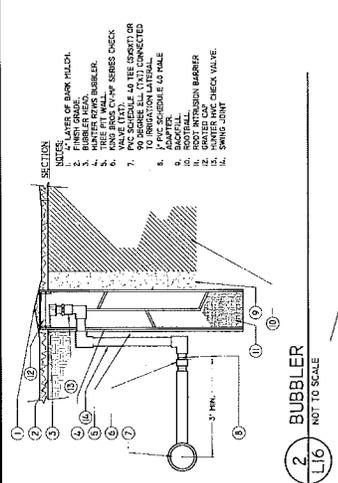




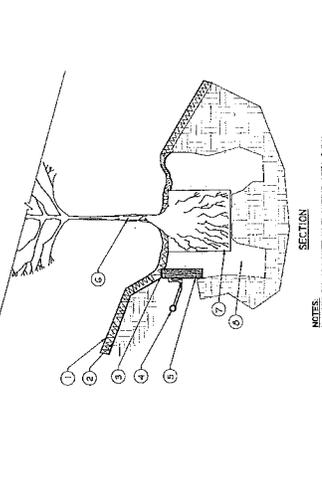
**3** TRENCH DETAIL  
L16 NOT TO SCALE



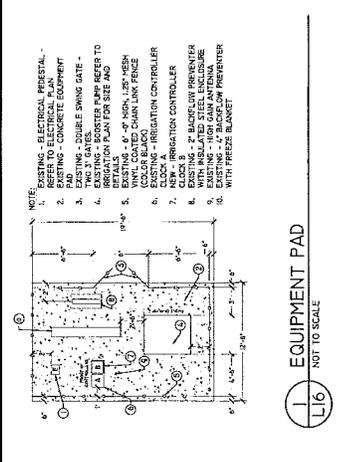
**6** TREE PLANTED ON SLOPE  
L16 NOT TO SCALE



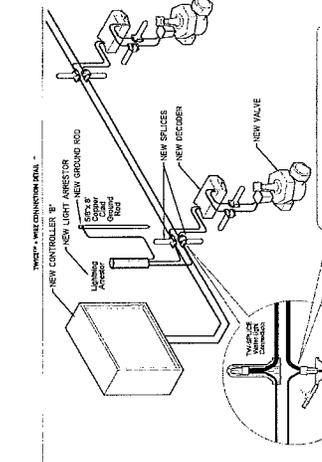
**2** BUBBLER  
L16 NOT TO SCALE



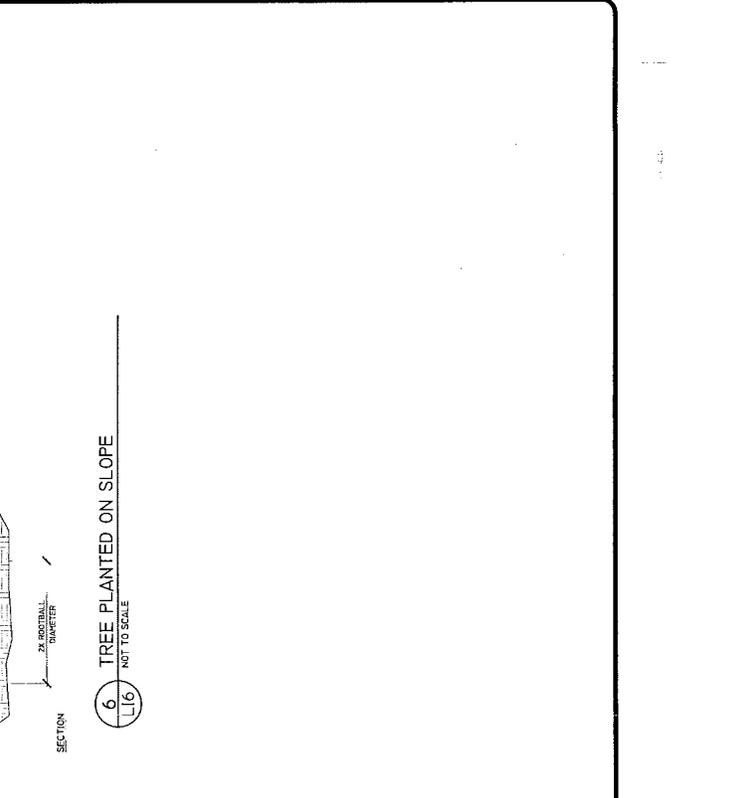
**5** TREE PLANTED ON SLOPE  
L16 NOT TO SCALE



**1** EQUIPMENT PAD  
L16 NOT TO SCALE



**4** VALVE DECODERS  
L16 NOT TO SCALE



**7** PARK RULES SIGN  
L16 NOT TO SCALE