DEPARTMENT OF
PARKS AND RECREATION

PARKS ADMINISTRATION
Park Planning, Design and Development

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET, 5th Floor
SACRAMENTO, CA 95814

PH 916-808-8529
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DECEMBER 27, 2006

RE: City of Sacramento Construction Contracting Opportunities

The City of Sacramento is currently soliciting Bids for UNIVERSITY PARK SOUTH (PN: LX31). The work to be performed consists of improvements to the existing University Park South at 1701 University Avenue, Sacramento. The improvements will consist of trees and shrub planting; irrigation system installation, adjustment of existing irrigation components to accommodate improvements, grading and drainage, concrete walkways, seatwall construction, shade structure installation, site furnishings and landscape maintenance.

Bids to be received JANUARY 24, 2007 at 2:00 p.m. The plans may be reviewed at the following locations:

City of Sacramento, Project Delivery Division, 915 I Street, 2nd Floor, Sacramento, CA 95814
Construction Data & News, 1791 Tribute Road Suite D, Sacramento, CA 95815
Greater Sacramento Small Business Development Center, 1410 Ethan Way, Sacramento, CA 95815
Sacramento Builders Exchange, 1331 T Street, Sacramento, CA 95814
Sacramento Builders Exchange, Roseville Office, 1 Sierra Gate, Suite 290-C, Roseville, CA 95678
El Dorado Builders Exchange, 3430 Robin Lane, Suite 7, Cameron Park, CA 95682
Placer County Builders Exchange, 271 Auburn Ravine Road, Auburn, CA 95603
United Minority Business Entrepreneur's of CA, 3871 Security Park Drive, Rancho Cordova, CA 95742
Reed Construction Data, 1540 River Park Drive, Suite 117, Sacramento, CA 95815

Bidders may obtain the Contract Documents at Century Graphics, 3479 Orange Grove Ave., North Highlands, CA 95660, 916-972-0606. A non-refundable fee of **$30.00** will be charged. The construction estimate is **$250,000.**

To meet the City of Sacramento's Small Business Enterprise (SBE) and Emerging Business Enterprise (EBE) project goals, the bidder is recommended to attend an Emerging and Small Business Development (ESBD) program meeting within 180 days prior to the bid opening date listed above. The meetings are presented: 1st Tuesday at 10:00 AM at Procurement Services Division, 915 I Street, 2nd Floor.

QUESTIONS AND RESOLUTION OF DISCREPANCIES: Submit written questions about the Contract Documents to:
Department of Parks & Recreation
915 I Street, 5th Floor, Sacramento, CA 95814
Attention: Tim Hopper

Respectfully,

Tim Hopper
Administrative Officer

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Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk, 1st Floor, Historic City Hall, 915 I Street, up to the hour of 2:00 PM on **JANUARY 24, 2007** and will be opened as soon thereafter as business allows, at Historic City Hall 915 I Street, 2nd Floor Hearing Room, for:

UNIVERSITY PARK SOUTH (LX31)

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:

UNIVERSITY PARK SOUTH (LX31)

Copies of the Contract Documents are available at

CENTURY GRAPHICS
3479 Orange Grove Avenue
North Highlands, CA 95660
916-972-0606

A non-refundable fee of **$30.00** will be charged.

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. 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 Public Construction project of $25,000 or less, or Public Maintenance project of $15,000 or less. The City of Sacramento has an approved Labor Compliance Program. All questions regarding this Labor Compliance Program should be directed to the Labor Compliance Section at (916) 808-1923.

Pursuant to Sacramento City Code Section 3.60.250, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The City shall according to the requirements and the form require the terms of such provisions.

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 to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, 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, or (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, 1st Floor, Sacramento, CA 95814.

ESBE REQUIREMENTS
(City Contracts no Federal Funds Used)

I. ESBE PROGRAM REQUIREMENTS

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development (ESBD) program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. The ESBD program establishes an annual emerging and small business enterprise (ESBE) participation goal for the City's contracts, and authorizes City departments to require minimum ESBE participation levels in individual contracts so that the annual ESBE participation goal can be met. Under City Code Section 3.60.270, when the bid specifications for a City contract establishes a minimum participation level for ESBEs, **no bidder on the contract shall be considered a responsive bidder unless its bid meets the minimum ESBE participation level required by the bid specifications.**

The City has established a minimum 20% participation level for ESBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered a responsive bidder unless its bid meets or exceeds this minimum participation level.

Bidders shall include copies of their Certification as a SBE or EBE and the SBE or EBE Certifications for each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted with the sealed proposal. **Failure to submit the required ESBE information by the close of business two days after bid opening will be grounds for finding the bid non-responsive.**

II. ESBE CERTIFICATION

A. A SBE designated in the bid must be certified as such by the State of California or by the City, as defined herein, prior to the time bids are received.

B. An EBE designated in the bid must be certified as such by the City, as defined herein, prior to the time bids are received.

III. DETERMINATION OF ESBE PARTICIPATION LEVEL

A. The percent of ESBE participation shall be determined based on the dollar amount of the work to be performed by a certified ESBEs as that dollar amount is specifically stated on the **SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION FORM (FM 440)** in the bid package, relative to the total dollar amount of the bid, except as provided other wise below.

B. To receive credit for participation, a ESBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry its responsibility by actually performing, managing, or supervising the work.

C. Suppliers: Credit for supplies by ESBEs will be 100 percent.

D. Truckers: Credit for trucking by ESBEs will be 100 percent.

IV. ESBE REQUIREMENTS OF SUCCESSFUL BID/PROPOSAL

A. ESBE RECORDS - The Contractor shall maintain records of all subcontracts with certified ESBE subcontractors and records of materials purchased from certified ESBE vendors/suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each ESBE subcontractor or vendor/supplier and the total dollar amount actually paid each ESBE subcontractor or vendor/supplier.

Upon completion of the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may be required by City, to determine compliance with any provision of the ESBD program or these specifications.

B. REPORTING REQUIREMENTS AND SANCTIONS - Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications shall be considered noncompliance with the contract. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the contract amount. The deduction shall be ten (10) percent of the estimated value of the work done during the month, not to be less than $1,000 nor exceed $10,000 and shall be deducted from the next progress payment.

C. PERFORMANCE OF ESBE SUBCONTRACTORS AND SUPPLIERS - The ESBEs listed by the Contractor shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material from other sources. Reasons for requesting such authorization would include:

1. The listed ESBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed ESBE becomes bankrupt or insolvent.

3. The listed ESBE subcontractor fails to meet the bond requirements of the Contractor.

4. The work performed by the listed subcontractor is unsatisfactory and/or is not in accordance with the plans and specifications, or the subcontractor fails to perform his/her obligations under the subcontractor contract.

5. It would be in the best interest of the City. The Contractor shall not be entitled to any payment for such work or materials unless it is performed or supplied by the listed SBE or EBE or other forces (including those of the Contractor) authorized in writing, by the City.

D. SUBCONTRACTOR SUBSTITUTION - No substitution of an ESBE subcontractor shall be made at any time without compliance with the Subcontracting Listing Law and the written consent of the City. If a ESBE subcontractor is unable to perform successfully and is to be replaced, the Contractor will be required to make good faith efforts to replace the original ESBE subcontractor with another certified ESBE subcontractor. The new ESBE subcontractor must be certified at the time of substitution.

V. DEFINITIONS

A. Emerging Business Enterprise (EBE)

The City shall certify EBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources, that were in effect on December 1, 1998, provided that the size standard, industry by industry, shall be set at 50% of the State small business certification criteria and standards that were in effect on December 1, 1998.

B. Small Business Enterprise (SBE)

The City shall certify SBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources. The City will also accept State certified SBEs.

C. CONTRACTOR

The individual, partnership, corporation, joint venture or other legal entity entering into a contract with the City of Sacramento.

D. SUBCONTRACTOR

The individual, partnership, corporation, or other legal entity entering into a contract with the prime contractor to perform a portion of the work.

STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS - DIVISION OF APPRENTICESHIP STANDARDS
EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS
CHAPTER 1 OF DIVISION 2
APPRENTICES ON PUBLIC WORKS
(NOTE: BOLDFACE TYPE DENOTES KEY POINTS.)

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards. (Added by Stats. 1978, Ch. 1249)

1776. (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request

was made. The public shall not be given access to the records at the principal office of the contractor.

(c) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.

(e) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice or a change of location and address.

(f) In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with the section. Should noncompliance will be evident after the 10-day period, the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

(g) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime contractor.

(h) The director shall adopt rules consistent with the California Public Records Act (Ch. 3.5 (commencing with Sec. 6250), of Div. 7, Title 1, Gov. C.) and the Information Practices Act of 1977, (Title 1.8 (commencing with Sec. 1798) Pt. 4, Div. 3, Civ. C.) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(Amended 1983 Ch. 681)

1777.5. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed on public works. The employment and training for each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.
When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship.

The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities.

Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in any case shall the ratio be less than one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However,

the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The contractor or subcontractor, if he or she is covered by this section, upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000) or 20 working days. Any work performed by a journeymen in excess of eight hours per day or 40 hours per week, shall not be used to calculate the hourly ratio required by this section.

"Apprenticeable craft or trade" as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(b) The number of apprentices in training in such area exceeds a ratio of 1 to 5.

(c) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.

(d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already approved by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him or her, who, in performing any of the work under the contract, employees journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are able to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Section 227.

The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

All decisions of the joint apprenticeship committee under this section are subject to Section 3081.

(Amended by Stats. 1989, Ch. 1224)

1777.6. It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, excepted as provided in Section 3077, of such employee. (Amended by Stats. 1976, Ch. 1179)

1777.7. (a) In the event a contractor or subcontractor willfully fails to comply with Section 1777.5, the Director of Industrial Relations shall deny to the contractor or subcontractor, both individually and in the name of the business entity under which the contractor or subcontractor is doing business, the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes and order of the California Apprenticeship Council.

(b) A contractor or subcontractor who violates Section 1777.5 shall forfeit as a civil penalty the sum of fifty dollars ($50) for each calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.

(c) In lieu of the penalty provided for in subdivision (a) or (b), the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of non-compliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(e) The interpretation and enforcement of Section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1989, Ch. 1224)

JG3-01.A

Appeal of Claim Decision to Claim Appeals Committee

The following new Section 4-12 is added to Section 4 of the Standard Specifications and is incorporated into the Contract, to read as follows:

4-12 APPEAL OF CLAIM DECISION TO CLAIM APPEALS COMMITTEE

This section sets forth procedures for the Contractor to appeal any claim decision issued by the Engineering Division Manager pursuant to Section 4-10 of the Standard Specifications. If the Contractor does not appeal the Engineering Division Manager's decision in strict compliance with the requirements set forth in this Section 4-12, this shall constitute an acceptance of the decision by the Contractor, and the Contractor thereafter shall have no right to additional compensation for any of the claim(s) to which the decision applies, beyond any amount(s) determined to be due the Contractor by the Engineering Division Manager's decision.

Appeals of the Engineering Division Manager's decision shall be heard by the City's Claim Appeal Committee, that consists of the City's Chief Building Official, the Engineering Services Division Manager of the City's Department of Transportation, the Director of the City's Department of General Services, and the Engineering Services Manager for the City's Department of Utilities. In order for the Committee to hear and decide an appeal as provided in this section, at least two members of the Committee must be present, provided that the Committee member from the Department administering the contract that the claim arose from shall not participate as a Committee member in the Committees' hearing, deliberation or decision on the claim appeal. The Claim Appeal Committee may reject, affirm or modify the Engineering Division Manager's decision on the claim

To appeal the Engineering Division Manager's decision, the Contractor shall file a written notice of appeal with the Engineering Division Manager not later than fourteen calendar (14) days after the Contractor receives the Engineering Division Manager's decision. The notice of appeal shall briefly describe the Engineering Division Manager's determination or determinations that are being appealed and the Contractor's reason(s) for appealing the determination(s), and shall provide the Contractor's mailing address.

Not later than ten (10) calendar days after receiving a timely and complete notice of appeal, the Engineering Division Manager shall forward the notice of appeal, with copies of the Contractor's original claim, the Engineering Division Manager's decision on the claim and any additional related materials to the Claim Appeal Committee, which shall set the matter for a hearing at the earliest practical date. Notice of the date, time and location of the hearing shall be mailed to the Contractor at the address specified in the notice of appeal not less than ten calendar (10) days prior to the date of the hearing.

The hearing shall be conducted in an informal manner, and no record shall be made of the proceedings. The scope of the hearing shall be limited to issues raised in the Contractor's original claim and/or addressed in the Engineering Division Manager's

decision on the claim. At the hearing, representatives of the Department administering the Contract and the Contractor shall be provided a reasonable opportunity to present their positions and any additional evidence relevant to the scope of the hearing. The Contractor may be represented by any person(s) of the Contractor's choice.

As soon as practical after the hearing, the Claim Appeal Committee shall issue a written decision on the appeal, and copies of the decision shall be (i) mailed to the Contractor at the address specified in the notice of appeal, and (ii) provided to the Department administering the Contract. The Claim Appeal Committee's decision shall be the City's final administrative determination of the matter.

As used in this Section 4-12 and in Section 4-10 of the Standard Specifications, the "Engineering Division Manager" shall mean the City employee who supervises the engineering services division of the City Department administering the Contract.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City

right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

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

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Ad Hand Venture
Name of Contractor

3237 Fitzgerald Rd. Rancho Cordova, CA
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.

3. If the face amount of this City Contract is less than $25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds $25,000 in total value.

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

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

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS 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).

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

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

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

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

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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS 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 _____ Date 1/30/2007

Martin Opolonch
Print Name

Controller
Title

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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,

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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
  921 10th St., Room 402
  Sacramento, CA 95814-2714

- 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

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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 . . .

- 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
  921 10th St., Room 402
  Sacramento, CA 95814-2714

- 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.

BID PROPOSAL FORMS

PLEASE REMOVE AND

COMPLETE

THE FOLLOWING DOCUMENTS

AND

SUBMIT AS

THE BID PROPOSAL

PACKAGE

AD LAND
3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

CITY OF SACRAMENTO
Department of Parks and Recreation
Park Planning, Design and Development
Landscape Architecture Section

Ad Land Venture

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:

FILED
JAN 24 2007
By The
Office of The City Clerk

UNIVERSITY PARK SOUTH
(LX31)

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:

University Park South

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Site Clearing and Grubbing	0	LS	$	$ CITY
2.	Temporary Construction Fence	0	LS	$	$ CITY
3.	Demolition	0	LS	$	$ CITY
4.	Erosion and Sediment Control	0	LS	$	$ CITY
5.	Site Grading and Staking	0	LS	$	$ CITY
6.	Potable Water Line	35	LF	$ 16.99	$ 594.65
7.	Aggregate Base	42	CY	$ 57.60	$ 2,419.20
8.	Colored Concrete Flatwork	870	SF	$ 12.65	$ 11,005.50
9.	Stamped Concrete Flatwork	2,490	SF	$ 15.82	$ 39,391.80
10.	CMU Seatwall	175	LF	$ 54.25	$ 9,493.75
11.	9" Concrete Mow Strip	95	LF	$ 12.94	$ 1,229.30
12.	Concrete Curb No. 15	50	LF	$ 29.57	$ 1,478.50
13.	Fold-Down Bollard	1	EA	$ 706.85	$ 706.85
14.	Drinking Fountain with Sump **–Install**	1	EA	$ 3,067.37	$ 3,067.37

AD LAND
3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

CITY OF SACRAMENTO
Department of Parks and Recreation
Park Planning, Design and Development
Landscape Architecture Section

	Only				
15.	Picnic Table–**Install Only**	6	EA	$ 527.94	$ 3,167.64
16.	ADA Accessible Picnic Table–**Install Only**	2	EA	$ 527.94	$ 1,055.88
17.	Serving Table–**Install Only**	1	EA	$ 478.80	$ 478.80
18.	Single Grill–**Install Only**	3	EA	$ 183.94	$ 551.82
19.	Bench –**Install Only**	3	EA	$ 282.23	$ 846.69
20.	Trash Receptacle–**Install Only**	4	EA	$ 183.94	$ 735.76
21.	Recycling Receptacle–**Install Only**	1	EA	$ 183.94	$ 183.94
22.	Bike Rack–**Install Only**	1	EA	$ 183.94	$ 183.94
23.	Automatic Irrigation System	1	LS	$ 3,041.93	$ 3,041.93
24.	Adjustments to Existing Irrigation System	1	LS	$ 5,236.72	$ 5,236.72
25.	Solar Powered Controller	1	EA	$ 896.49	$ 896.49
26.	Trees, 15 gallon	1	LS	$ 979.26	$ 979.26
27.	Shrub and Groundcover Areas	1	LS	$ 6,707.93	$ 6,707.93
28.	Turf Sod	7,330	SF	$ 0.67	$ 4,911.10
29.	Landscape Maintenance (90 days)	1	LS	$ 1,927.34	$ 1,927.34
	BASE BID SUBTOTAL			$	$ 100,292.16

(F) – denotes final pay quantity

CONTRACTOR NAME: Ad Land Venture

TOTAL $ 100,292.16

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

3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

It is understood that this Bid Proposal is based upon completion of the Work within a period of **THIRTY (30) CALENDAR DAYS.** ~~The undersigned agrees that all underground work for this project will be completed before the rainy season begins~~. The Contractor shall refer to Section 1.2 Completion Time of the Special Provisions for calculation of the completion date.

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

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

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

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

The Master Plan for this project will be presented at the City Council meeting in September. Therefore, the possibility exists that these Construction Documents may undergo revisions. In the event of necessary revisions to the Construction Documents, the undersigned will be asked to make bid revisions.

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. # 1 DATE 01/04/07

Add. # 2 DATE 01/17/07

AD LAND
3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

CITY OF SACRAMENTO
Department of Parks and Recreation
Park Planning, Design and Development
Landscape Architecture Section

Add. # _____ DATE _____

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

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

_____ CERTIFIED CHECK
_____ CASHIER'S CHECK
✓ BID BOND
_____ MONEY ORDER
_____ OTHER SECURITY

CONTRACTOR:

By [signature]
(Signature)

Martin Opalenik
(Print or Type)

Title Controller
Address 3237 Fitzgerald Rd
Rancho Cordova, CA 95742
Telephone No. 916-853-9015
Fax No. 916-853-9016
EMAIL ADDRESS: Marty@Adlandventure.com
Date 01/24/07

Contractor's License No. 647997 Type C-27
Expiration Date 06/30/2008
Tax I.D. Nos.- Fed. 68-0274353 State 390-57716
City of Sacramento Business Operation Tax Certificate No. 114673
(City will not award contract if Certificate Number is missing.)

DEPARTMENT OF
PARKS AND RECREATION

PARKS ADMINISTRATION
Park Planning, Design and Development

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET, 5th Floor
SACRAMENTO, CA 95814

PH 916-808-8529
FX 916-808-8266

UNIVERISTY PARK SOUTH (LX31)
(Addendum #1)

January 4, 2007

To all Potential Bidders:

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

(a) By acknowledging receipt, on the proposal form submitted; or
(b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received at the Clerk's Office, 915 I Street, 1st Floor, Sacramento, CA 95814-2671, prior to the hour and date specified for receipt of bids, may result in rejection of your offer. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact Steven Giguere at (916) 808-8354.

Very truly yours,

Tim Hopper
Administrative Officer

Enclosure

Clerk's Office

c: Distribution List
Planholders

ADDENDUM #1 DATE: JANUARY 4, 2007

UNIVERISTY PARK SOUTH
(LX31)

Addendum #1 includes a change to:

CONSTRUCTION TIME

1. The construction time to complete this project is changed to THIRTY (30) CALENDAR DAYS. Original construction time to complete was SIXTY (60) CALENDAR DAYS.

Unchanged portions of the plans and special provisions remain in effect.

The Bid Due Date of JANUARY 24, 2007 remains the same.

DEPARTMENT OF
PARKS AND RECREATION

PARKS ADMINISTRATION
Park Planning, Design and Development

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET, 5th Floor
SACRAMENTO, CA 95814

PH 916-808-8529
FX 916-808-8266

UNIVERISTY PARK SOUTH (LX31)
(Addendum #2)

January 17, 2007

To all Potential Bidders:

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

(a) By acknowledging receipt, on the proposal form submitted; or
(b) By separate letter or telegram which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received at the Clerk's Office, 915 I Street, 1st Floor, Sacramento, CA 95814-2671, prior to the hour and date specified for receipt of bids, may result in rejection of your offer. If by virtue of this addendum you decide to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact Steven Giguere at (916) 808-8354.

Very truly yours,

Tim Hopper
Administrative Officer

Clerk's Office

Enclosure

c: Distribution List
Planholders

G:\Contract Mgmt\University Park\University Park South LX31\LX31 Addendum #2\LX31 Addendum #1ltr.doc

ADDENDUM #2 DATE: JANUARY 17 2007

UNIVERISTY PARK SOUTH
(LX31)

Addendum #2 includes:

Plans

1. Sheet L-8: The Seatwall detail 5, sheet L-8 shall be replaced in its entirety with a CMU Seatwall detail. See attached detail. Dimensions, colors and finishes are listed on the attached detail. Bid Schedule Item # 10 shall be replaced with "CMU Seatwall."

2. Sheet L-8: Detail 1 has been revised per attached "Concrete Flatwork" detail.

3. Sheet L-5: The concrete paving pattern and color scheme as shown on the Site Layout Plan sheet L-5 shall be revised per the attached detail entitled "Plaza Paving Layout." The concrete pilasters are eliminated from the plan.

Specifications

1. *Item No. 8 Colored Concrete Flatwork:* In "Part I. Color" the sentence ":Add 1.5 lbs. of #5237 (San Diego Buff) where indicated on plans" shall be eliminated in its entirety.

2. *Item No. 9 – Stamped Concrete Flatwork:* "Part C. Bomacron Color Hardener" shall be revised to read "Color Admixture for stamped concrete shall be Brick Red Color #160 added at the rate of 4 lbs. per 94 lb. sack of cement. Contractor shall submit chip of specified color indicating pigment number and required dosage rate. Mix in accordance with manufacturer's instructions. Mix until pigments are uniformly dispersed throughout mixture."

   Part D. Bomanite Release Agent shall be eliminated in its entirety.
3. *Item No. 10 – Seatwall* shall be revised as follows:

   The first paragraph shall be revised to read "This item shall consist of furnishing and constructing a *CMU seatwall* as shown on the plans in conformance with Sections 10, 18, and 24 of Standard Specifications and as amended by these Special Provisions."
   "Part C. Color" shall be eliminated in its entirety.
   "Part D. Curing Compound for Colored Concrete" shall be revised to read "Part D. Anti-Graffiti Coating: Graffiti coating shall GPC-102 Water Base Graffiti Proofer (sacrificial graffiti coating) as manufactured by SEI Chemical, (818) 998-3538. Coating shall be applied per the manufacturer's instructions to all visible surfaces of the CMU wall."
   "Part D. Curing Compound for Colored Concrete" and "Part F. Finish" shall be deleted in its entirety.
   In the "Payment" item, eliminate the reference to "Concrete Pilasters."
4. *Item No. 11 – Concrete Mow Strip:* Part C. Revise the first sentence to read "Provide 1.5 lbs. of #160 (Brick Red). (San Diego Buff #5237 is eliminated).

Please note that the bid form will require a revision for item number 10 seatwall and for all items to be done by the City.

Unchanged portions of the plans and special provisions remain in effect.

The Bid Due Date of JANUARY 24, 2007 remains the same.

CITY OF SACRAMENTO
Department of Parks and Recreation
Park Planning, Design and Development
Landscape Architecture Section

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:

UNIVERSITY PARK SOUTH
(LX31)

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:

University Park South

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
1.	Site Clearing and Grubbing	0	LS	$	$ CITY
2.	Temporary Construction Fence	0	LS	$	$ CITY
3.	Demolition	0	LS	$	$ CITY
4.	Erosion and Sediment Control	0	LS	$	$ CITY
5.	Site Grading and Staking	0	LS	$	$ CITY
6.	Potable Water Line	35	LF	$	$
7.	Aggregate Base	42	CY	$	$
8.	Colored Concrete Flatwork	870	SF	$	$
9.	Stamped Concrete Flatwork	2,490	SF	$	$
10.	CMU Seatwall	175	LF	$	$
11.	9" Concrete Mow Strip	95	LF	$	$
12.	Concrete Curb No. 15	50	LF	$	$
13.	Fold-Down Bollard	1	EA	$	$
14.	Drinking Fountain with Sump **–Install**	1	EA	$	$

	Only				
15.	Picnic Table–**Install Only**	6	EA	$	$
16.	ADA Accessible Picnic Table–**Install Only**	2	EA	$	$
17.	Serving Table–**Install Only**	1	EA	$	$
18.	Single Grill–**Install Only**	3	EA	$	$
19.	Bench –**Install Only**	3	EA	$	$
20.	Trash Receptacle–**Install Only**	4	EA	$	$
21.	Recycling Receptacle–**Install Only**	1	EA	$	$
22.	Bike Rack–**Install Only**	1	EA	$	$
23.	Automatic Irrigation System	1	LS	$	$
24.	Adjustments to Existing Irrigation System	1	LS	$	$
25.	Solar Powered Controller	1	EA	$	$
26.	Trees, 15 gallon	1	LS	$	$
27.	Shrub and Groundcover Areas	1	LS	$	$
28.	Turf Sod	7,330	SF	$	$
29.	Landscape Maintenance (90 days)	1	LS	$	$
	BASE BID SUBTOTAL			**$**	**$**

(F) – denotes final pay quantity

CONTRACTOR NAME: _____ TOTAL $ _____

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of Agreement, and to begin work within fifteen (15) days after receipt 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 **THIRTY (30) CALENDAR DAYS**. ~~The undersigned agrees that all underground work for this project will be completed before the rainy season begins~~. The Contractor shall refer to Section 1.2 Completion Time of the Special Provisions for calculation of the completion date.

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

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

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

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

The Master Plan for this project will be presented at the City Council meeting in September. Therefore, the possibility exists that these Construction Documents may undergo revisions. In the event of necessary revisions to the Construction Documents, the undersigned will be asked to make bid revisions.

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

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

Add. # _____ DATE _____

Add. # _____ DATE _____

Add. # _____ DATE _____

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

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

_____ CERTIFIED CHECK
_____ CASHIER'S CHECK
_____ BID BOND
_____ MONEY ORDER
_____ OTHER SECURITY

CONTRACTOR:

By _____
(Signature)

_____
(Print or Type)

Title _____
Address _____
_____
Telephone No. _____
Fax No. _____
EMAIL ADDRESS: _____
Date _____

Contractor's License No. _____ Type _____

Expiration Date _____

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

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

CITY OF SACRAMENTO
Department of Parks and Recreation
Landscape Architecture Section

SCHEDULE OF VALUES
REVISED JANUARY 17, 2007

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

PROJECT NAME: University Park South

CITY PROJ. NO: LX31

FUNDING: 791 - 500 – LX31 - 4820

CONTRACT NO:

CONTRACTOR:

ADDRESS:

PHONE NO:

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

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	$ Amount	Quantity	$ Amount	
1	Site Clearing and Grubbing	0	LS							
2	Temporary Construction Fence	0	LS							
3	Demolition	0	LS							
4	Erosion and Sediment Control	0	LS							
5	Site Grading and Staking	0	LS							
6	Potable Water Line	35	LF							
7	Aggregate Base	42	CY							
8	Colored Concrete Flatwork	870	SF							
9	Stamped Concrete Flatwork	2,490	SF							
10	CMU Seatwall	175	LF							
11	9" Concrete Mow Strip	95	LF							
12	Concrete Curb No. 15	50	LF							
13	Fold-Down Bollard	1	EA							
14	Drinking Fountain with Sump-**Install only**	1	EA							
15	Picnic Table-**Install only**	6	EA							
16	ADA Accessible Picnic Table-**Install only**	2	EA							
17	Serving Table-**Install only**	1	EA							

CITY OF SACRAMENTO
Department of Parks and Recreation
Landscape Architecture Section

SCHEDULE OF VALUES
REVISED JANUARY 17, 2007

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

PROJECT NAME: University Park South

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CONTRACT NO:

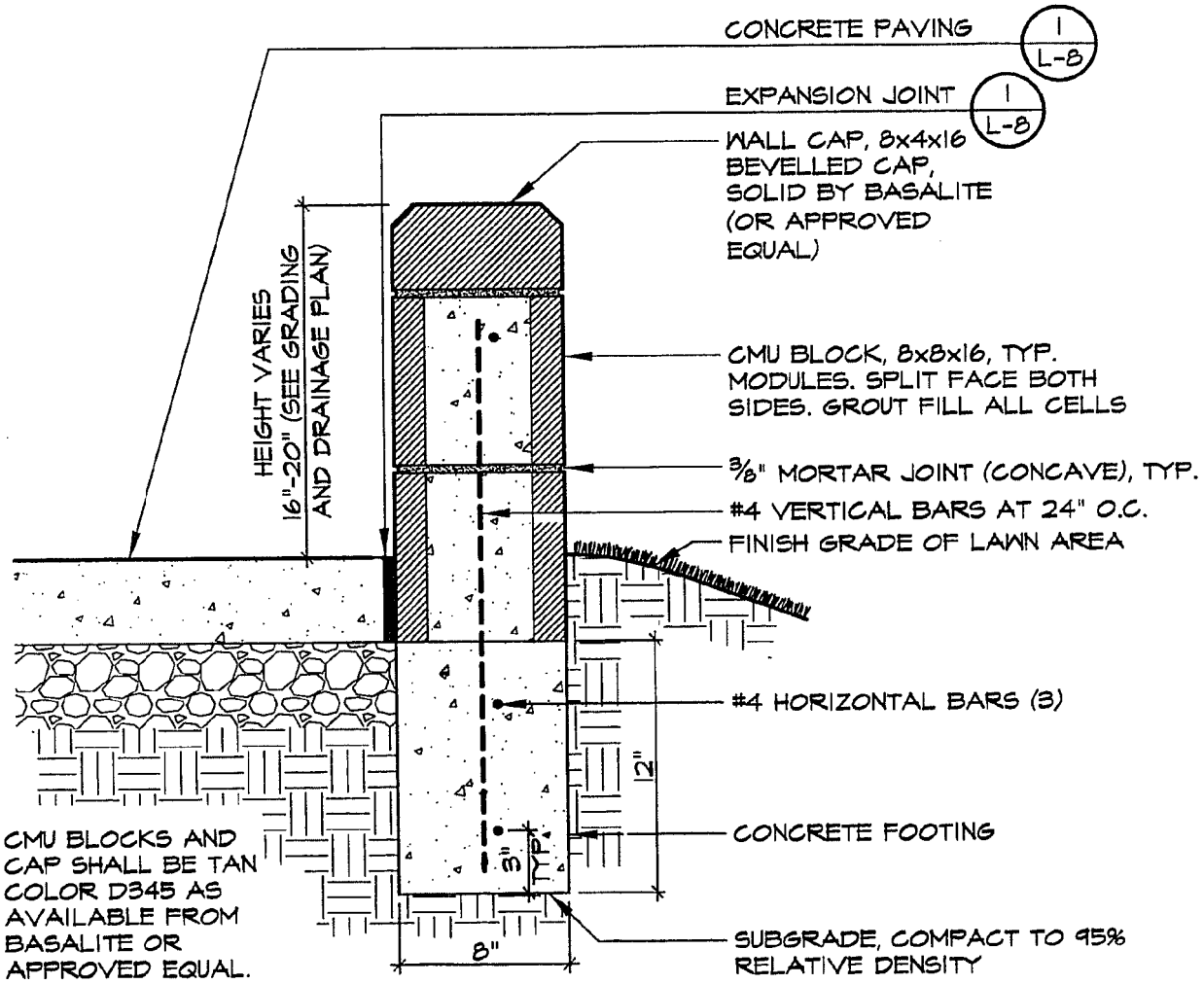
CONTRACTOR:

ADDRESS:

PHONE NO:

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

18	Single Grill-**Install only**	3	EA							
19	Bench-**Install only**	3	EA							
20	Trash Receptacle-**Install only**	4	EA							
21	Recycling Receptacle-**Install only**	1	EA							
22	Bike Rack-**Install only**	1	EA							
23	Automatic Irrigation System	1	LS							
24	Adjustments to Existing Irrigation System	1	LS							
25	Solar Powered Controller	1	EA							
26	Trees, 15 gallon	1	LS							
27	Shrub and Groundcover Areas	1	LS							
28	Turf Sod	7,330	SF							
29	Landscape Maintenance (90 days)	1	LS							

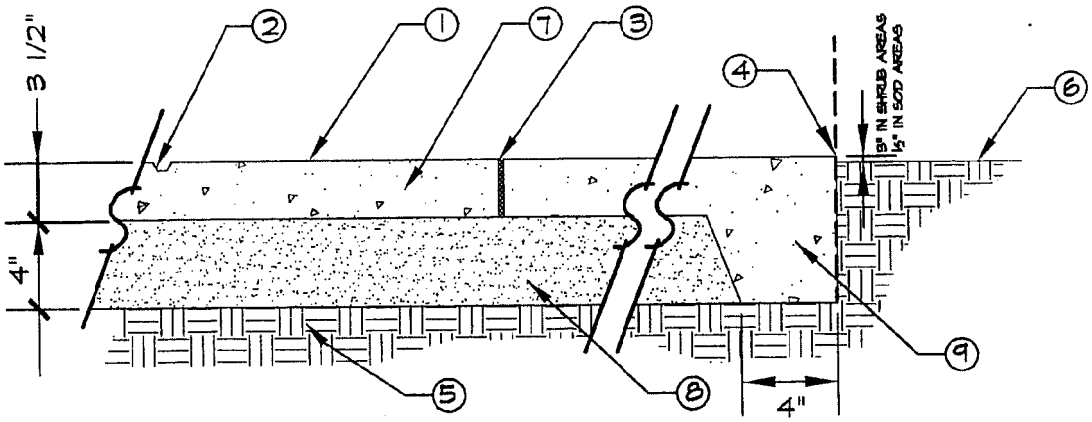


CMU SEATWALL - REFERENCE DETAIL 5, SHEET L-8

1 / -

SCALE: 1 1/2" = 1' - 0"

00000-00-L



KEY

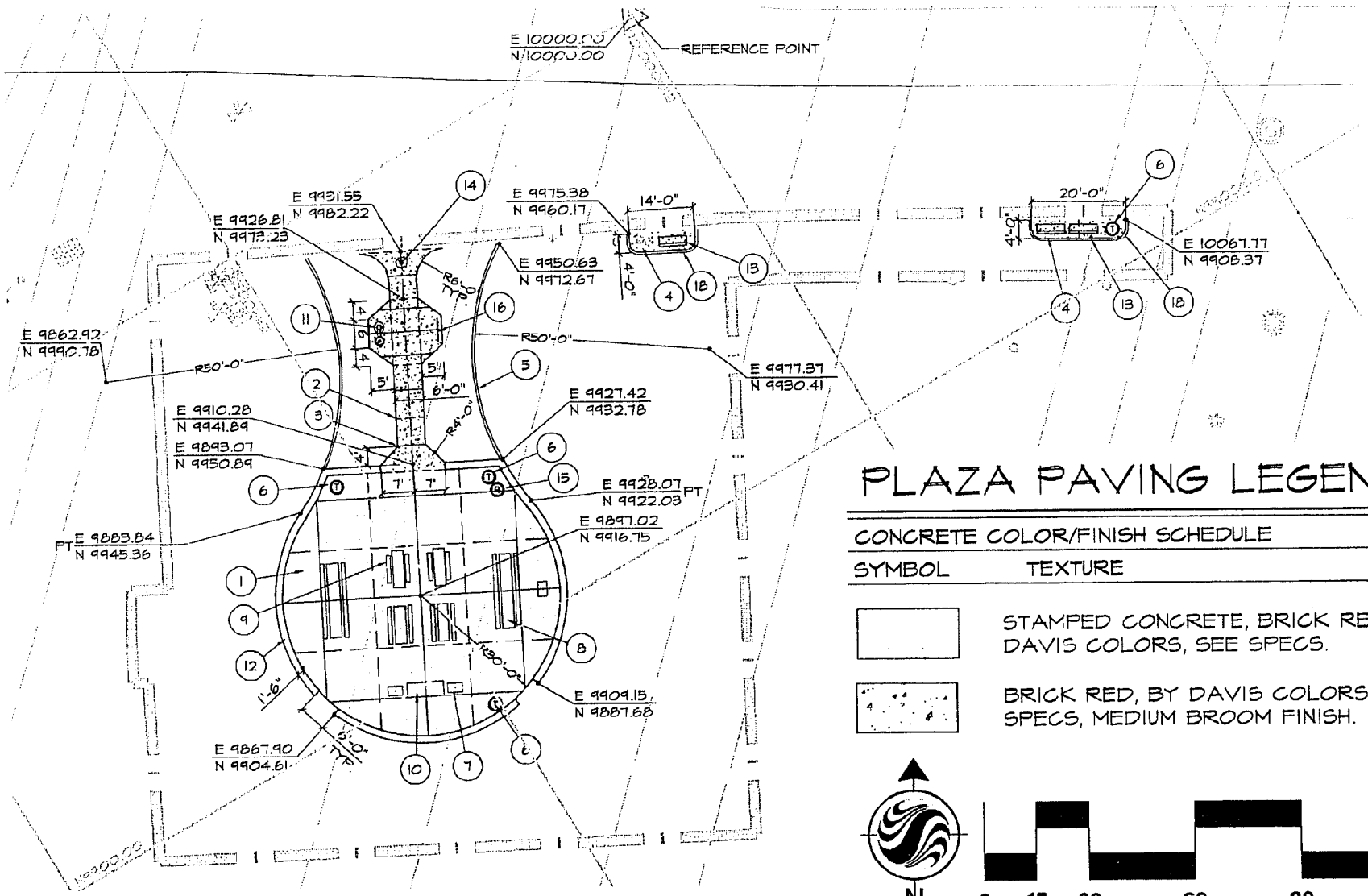
1. CONCRETE PAVING WITH FIBERGLASS FIBER INTEGRALLY MIXED. MEDIUM BROOM FINISH PERDENDICULAR TO WALKWAY EDGE.
2. DEEP SCORE JOINT- AS SHOWN ON PLANS
3. FIBER EXPANSION JOINT
4. TOOLED EDGE, TYP.
5. SUBGRADE COMPACTED
6. FINISH GRADE
7. FIBERGLASS FIBER REINFORCEMENT INTEGRALLY MIXED
8. 3/4" DRAIN ROCK, FIRMLY COMPACT PRIOR TO POURING SLAB
9. THICKEN EXTERIOR EDGES ON ALL SPECIFIED AREAS

1

CONCRETE FLATWORK

1 / L-8

NTS REFERENCE DETAIL 1, SHEET L-8



PLAZA PAVING LEGEND

CONCRETE COLOR/FINISH SCHEDULE

SYMBOL	TEXTURE
	STAMPED CONCRETE, BRICK RED, BY DAVIS COLORS, SEE SPECS.
	BRICK RED, BY DAVIS COLORS, SEE SPECS, MEDIUM BROOM FINISH.

N

0 15 30 60 90 120

REVISED PAVING LAYOUT - REFERENCE SHEET L-5, LAYOUT PLAN

1 / -

SCALE: 1'=30'

00000-00-L

KNOW ALL MEN BY THESE PRESENTS,

That we,)_____

as Principal, and_____

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

THE CONDITION OF THIS OBLIGATION IS SUCH
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened on the 2nd floor of Historic City Hall, 915 I Street, Sacramento, California, on JANUARY 24, 2007 for the Work specifically described as follows:

UNIVERISTY PARK SOUTH (LX31)

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

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

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

_____	_____
PRINCIPAL	SURETY
_____	_____
Address	Address
_____	_____
_____	_____
NOTARY	NOTARY

F[illegible]
3237 Fit[illegible]ald Road
Rancho Cord[illegible], CA 95742
(916) 8[illegible]0015

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 to be considered responsible. On June 8, 2004, the City Council adopted Resolution No. 2004-433 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.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2004-433 by completing all of the questions contained in this questionnaire. 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 responsible 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 responsible bidder.

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

AD LAND
3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

QUESTIONNAIRE

NOTICE: **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:

   Class C-27 # 647997

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

   ☐ Yes ☒ No

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

   ☐ Yes ☒ No

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

   ☐ Yes ☒ No

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

   ☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

AD LAND
3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

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

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

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

☐ Yes ☒ No ☐ Not applicable

OR

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

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

☐ Yes ☐ No ☐ Not applicable

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

AD LAND
3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

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) x 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 an 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?

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

AD LAND
3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

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 an 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?

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

AD LAND
3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

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 Rancho Cordova (Location), on 01/24/07 (Date)

Signature: [signature]

Print name: Marlin Galanch

Title: Controller

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.

DATE BID OPENED 1-24-07
EMPLOYEE INITIALS V.M.
MARK ONE BOX FOR EACH ITEM ONLY

BID SECURITY
( ) NONE REQUIRED
(●) PROPERLY SIGNED

BID DEPOSIT TYPE
(●) BID BOND
( ) CALIF. BANK CASHIER'S CHECK
( ) CERTIFIED CHECK
( ) CASH
( ) CALIF. BANK MONEY ORDER

[illegible] AWARD OF BID
[illegible]

DATE _____

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-433

DATE ADOPTED: June 8, 2004

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.

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	*1XP5AAC35RG339402*	*1T45678*	*Kenworth*	*T-300*	*2002*	*Cummins*	*ISB*	*2002*	*250*	*35,000*	*No*

Voluntary Green Contracting Fleet Inventory List (Off-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan AQMD

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version is available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
		Make	Model	Type	Year	Make	Model	Year	HP	
(ex)	*48W34456*	*Caterpillar*	*631G*	*Scraper*	*2003*	*Caterpillar*	*3408E*	*2003*	*485*	*1,600*

AD LAND
3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

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

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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

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

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

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

EXCEPTION: _____ _____ _____
Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: Ad Land Venture

BY: _____ Controller Date: 01/24/07
Signature Title

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

CITY OF SACRAMENTO

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION

To be eligible for award of this contract, the bidder shall list any business entity used to attain the ESBE goal. Additionally, all other subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The inclusion of false information or the omission of required information will render the bid non-responsive. **READ THE ABOVE REQUIREMENT CAREFULLY**

Name of Prime Contractor:		Bid Amount:	Date:
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE (subject to verification)	Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work / Services Provided

FM 440 (Rev. 2/25/04)

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Page ___ of ___

EBE AND SBE CERTIFICATION STATEMENTS ARE DUE BY THE CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

CONTRACT

UNIVERSITY PARK SOUTH (LX31)

THIS CONTRACT, dated for identification as of FEBRUARY 20 , 2007, is made between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter called "City"), and AD LAND VENTURE, 3237 FITZGERALD ROAD, RANCHO CORDOVA, CA 95742 hereinafter called the "Contractor") in the amount of ONE HUNDRED THOUSAND TWO HUNDRED NINETY TWO DOLLARS AND SIXTEEN CENTS ($100,292.16).

The parties hereto mutually agree to the terms and conditions set forth herein.

1. CONTRACT DOCUMENTS

Each of the items hereinafter referred to is incorporated herein by reference as if set forth in full in this contract.

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 herein and in said documents are solely to facilitate reference to various provisions of the contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The Contract Documents, sometimes also referred as "the Contract" consist of the Notice to Contractors, the completed proposal Form submitted by Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which will occur or actions to be taken after the submission of the Proposal, this Contract, the Standard Specifications, the Special Provisions, Plans and Technical Specifications, the drawings and other data and all developments thereof prepared by City pursuant to the Contract, and any modifications of any of the foregoing in the form of Addenda or otherwise effected in accordance with the terms of the Contract.

The Standard Specifications shall mean and refer to the current Standard Specifications of the City of Sacramento which are incorporated herein by this reference as if set forth in full at this place.

2. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the Standard specifications shall have the same meaning and intent in this Contract.

3. CONTRACT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Contract and the terms and conditions set forth in other Contract Documents, the terms and Conditions set forth in this Contract shall prevail.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and

workmanlike manner to the satisfaction of City, all the work called for, and in the manner designated in, and in strict conformity with the Contract Documents entitled:

UNIVERSITY PARK SOUTH (LX31)

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, the sum computed in accordance with the actual amount of each item of work performed or material furnished and incorporated in the work, at the unit price which Contractor bid for each such item in his Proposal Form, said unit price to be determined as provided in the Standard Specifications or these Special Provisions.

6. PROGRESS AND FINAL 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 the first of the month, the Contractor shall present to the City a statement showing the amount of labor and materials incorporated in the work through the twentieth (20) calendar day of the preceding month; the Contractor and Engineer shall inspect the statement and, if both approve the statement, the City shall issue a certificate for ninety percent (90%) of the amount it shall find to be due.

(B) No inaccuracy or error in said monthly estimates shall operate to release Contractor or Surety 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) City shall pay the remaining ten percent (10%) of the value of the work done under this contract, if unencumbered, thirty-five (35) days after final completion and acceptance of work by City. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against the City arising under the Contract Document.

(E) Progress payment due the Contractor shall be made within thirty (30) days following receipt of statement jointly approved by the Contractor and the Engineer.

(F) AN UPDATED PROGRESS SCHEDULE SHALL ACCOMPANY EVERY PAY REQUEST. THIS IS REQUIRED FOR PAYMENT.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due Contractor from City. If, on completion termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, City

shall have the right to recover the balance from Contractor or his sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the work on or before fifteen (15) working days from and after receipt of the written Notice to proceed from City to Contractor and will 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 fabrication, erection, or installation of the work. Said Notice to proceed shall be issued within fifteen (15) calendar days following execution of the Contract by the City, or at such time as weather and construction conditions permit, and the filing by Contractor of the required Bonds and proof of insurance. The continuous prosecution of work by Contractor shall be subject only to Excusable Delays as defined in this Contract.

9. TIME OF COMPLETION

The entire work shall be brought to completion in the manner provided for in the Contract Documents on or before **THIRTY (30) Calendar Days** (hereinafter called the "Completion Date") from the date of the Notice to Proceed unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the work by the Completion Date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Contract. Time is and shall be of the essence in these Contract Documents.

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, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work which may be discovered before final acceptance of the entire work. Any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by the inspector. The inspection of the work, or any part thereof, shall not relieve Contractor of any of his obligations to perform satisfactory work as herein prescribed.
Failure or neglect on the part of City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if such becomes evident at any time prior to final acceptance of the entire work or all materials, nor shall such failure be construed as barring City at any subsequent time from recovering damages or of such a sum of money as may be required to build anew all portions of the work in which fraud was practiced or improper materials used whenever City may discover the same.

12. RELEASE

If requested to do so by City, at the time of final payment, as a condition precedent to

final payment, Contractor and each assignee under any assignment in effect at the time of final payment shall execute and deliver a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by City which shall discharge City, its officers, agents and employees of and from all liability, obligations and claims arising under this contract.

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

The City of Sacramento 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.

14. NO WAIVER OF REMEDIES

Neither the inspection by City or its agents, nor any order or certificate 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 or its agents shall operate as a waiver of any provision of this Contract or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

15. GUARANTEE

Except as otherwise expressly provided in the specifications, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Contractor guarantees all work executed by him and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City 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 of Sacramento. Contractor shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City. Contractor shall provide city with a Maintenance Bond or Letter of Credit in the amount of five percent (5%) of the Contract covering the warranty period. Said security shall be filed with the City prior to Contract acceptance by the City Council.

In the event that the Contractor shall fail to comply with the conditions of the foregoing guarantee within ten (10) days time 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 guarantee results in a condition which constitutes an immediate hazard to the 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 either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of City.

16. DETERMINATION OF DAMAGES

The actual fact of the occurrence of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration inspection, and supervision; and the loss suffered by the public within the City of Sacramento by reasons of the delay in the completion of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of this Contract Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

17. LIQUIDATED DAMAGES

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be **ONE THOUSAND DOLLARS ($1,000.00)** for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

18. PAYMENT OF DAMAGES

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 which would otherwise 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 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. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as herein before specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

19. INDEMNITY AND HOLD HARMLESS

Contractor shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the work, provided that such action, damage, claim, loss, or expense

is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

20. 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. Contractor shall rebuild, repair, restore and make good all injuries, damages, reerections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the work, except as otherwise stipulated.

21. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the work and furnish all the labor, materials, tools, power and light, and appliances, necessary or proper for performing and completing the work herein required in the manner within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as 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 for the purpose of explanation.

22. INSURANCE

During the term of this Contract and until final completion and acceptance of the work required by the Contract Documents, Contractor shall maintain in full force and effect at his own cost and expense the following insurance coverage:

(A) Worker's Compensation
Full Worker's Compensation Insurance and Employer's Liability policy or provide evidence of ability to undertake self-insurance. Limits of coverage shall be at least $1,000,000 for any one person. In the event Contractor is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

(B) Comprehensive Auto and General Liability Insurance
Contractor must provide sufficient broad coverage to include:
Comprehensive Auto and General Liability Insurance
Products and Completed Operation Liability
Broad Form Property Damage Liability
Contractual Liability
Personal Injury Liability

The amount of the policy shall be no less than $1,000,000 Single Limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be Named Insured under the policy, and the policy shall stipulate that this insurance will operate as Primary insurance and that no other insurance effected by City or other Named insured will be called

on to contribute to a loss covered thereunder. The named additional insured endorsement signed by an authorized representative of the insurance carrier must accompany the certificate of insurance. The City of Sacramento must be listed as the certificate holder as well as an additional insured with respects to General Liability **and** Automobile Liability. For example, "The City of Sacramento, its officials, agents, employees & volunteers".

(C) Certificate of Insurance

Contractor shall have the Certificate of Insurance completed and filed with the Division of Risk Management and a copy sent to Park Planning, Design & Development Division, 915 I Street, 5th Floor, Sacramento, CA. 95814, ATTN: Tim Hopper, within fifteen (15) days of the execution of this Contract. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company of the insured during the term of this Contract, without first giving to City thirty (30) calendar days written notice prior to the effective date of such cancellation or change in coverage.

(D) Worker's Compensation Certificate

Contractor shall sign and file with the Division of Risk Management of the City of Sacramento the following certification prior to commencing performance of the work of the Contract:

"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 the Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

23. FAILURE TO MAINTAIN INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract payments due or that become due until notice is received by City that such insurance has 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.

Any failure to maintain any item of the require insurance will be sufficient cause for termination of the Contract.

24. EXTENSIONS OF TIME

In the event City deems it necessary, in its sole discretion, to extend the time of completion of the work to be done under this Contract beyond the required Completion Date herein specified, such extensions shall in no way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the Bonds executed pursuant to said provisions. By executing such Bonds, the sureties shall be deemed to have expressly agreed to any extension of time and shall be limited to the period of excusable delay as defined herein giving rise to the same as determined by

City Council of City.

25. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of 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 City of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's subcontractors; or the prevention of Contractor from commencing or prosecuting the work because of a City-wide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay which 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 parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other part of the work, nor the completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by City for review of Plans and submittals required of Contractor and for the making of surveys, measurements and inspection;(iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City which does not necessarily prevent the completion of the 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) but shall not under any circumstances increase the sum City is to pay Contractor as provided in these Contract Documents.

26. CONTRACTOR TO SERVICE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the work, and in any event upon the occurrence of any delay which Contractor regards as an Excusable Delay, he shall notify the Engineer in writing immediately within ten (10) calendar days of the probability of such delay and its cause, in order that the Engineer may take immediate steps to prevent if possible the occurrence or continuance of the delay or 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 notice shall constitute an application for an extension of time only if the notice requests such an extension and sets for 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 of whole of the work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him to have been excusable. Contractor shall make no claim that any

delay not called to the attention of the Engineer at the time of its occurrence has been an Excusable Delay.

27. EXTENSION OF TIME

Should any delays occur which the Engineer may consider excusable, as herein defined, Contractor shall, pursuant to his application, be allowed an extension of time beyond the time herein set forth proportional to said delay or delays in which to complete this Contract; and, during an extension which may have been granted because of an excusable delay or delays, City shall not charge liquidated damages against Contractor for such delay. Only the Engineer may grant an extension of time on the Contract.

28. EXTENSION OF TIME DOES NOT WAIVE CITY'S RIGHT

The granting of any extension of time on account of delays which in the judgment of the Engineer are excusable delays 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.

29. 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 such delays qualify for extension of time under this Contract or not, providing the elements precluding recovery of damages by Contractor in Section 7102 of the Public Contracts Code are met.

30. CHANGES IN THE WORK

Changes in the work made pursuant to changes issued in accordance with the Standard Specifications and extensions of time of completion made necessary by reason thereof (beyond the Completion Date) shall not in any way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on Bonds executed pursuant to the said provisions. 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.

31. TERMINATION AFTER COMPLETION DATE

In addition to any other rights it may have, City may terminate this Contract at any time after the Completion Date as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination, Contractor shall not be entitled to receive any compensation for services rendered by him after such termination, and he shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

32. CONTRACTOR BANKRUPT

If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other

right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 33. Contractor's Surety shall have the right to complete the work by commencing within thirty (30) calendar days as specified in Section 33; and, in the event Contractor's Surety fails to commence work within thirty (30) calendar days as specified in Section 33, City shall have the right to complete, or cause completion of the work, all as specified in Section 33.

33. TERMINATION FOR BREACH OF CONTRACT

If Contractor should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the City Council, or if the Engineer should be of the opinion 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 should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if Contractor should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor or persistently disregard laws, ordinances or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City Council may give Contractor and his Surety 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 satisfactory arrangement for correction is not made, within ten (10) calendar days from the date of such notice, the Contract shall upon the expiration of said ten (10) calendar days cease and terminate. In the event of any such termination, City shall immediately serve notice thereof upon the Surety and Contractor; and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) calendar days from the date of the mailing to such Surety of notice of termination, City may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of Contractor, and his Surety shall be liable to City for any excess cost occasioned City thereby, as hereinafter set forth.

In the event City completes the work, or causes the work to be completed, as aforesaid, no payment of any such shall be made to Contractor until the work is complete. The cost of completing the work including but not limited to, extra contract costs, the costs of City forces, extra costs of administration and management incurred by City, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to Contractor from City. If no sum sufficient to pay the difference between sums due to Contractor from City and the cost of completing the work, Contractor and the Surety shall pay City a sum equal to said difference on demand. In the event City complete the work, and there is a sum remaining due to Contractor after City deducts the aforementioned costs of completing the work, then City shall thereupon pay such sum to contractor and his Surety.

No act by City before the work is finally accepted, including, but not limited to, exercise of other rights under the contract, action at law or in equity, extensions of time, payments, claims 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 by Contractor shall be construed to be a waiver by, or to estop, City from acting pursuant to this paragraph upon any subsequent event, occurrence of failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City pursuant to this paragraph are cumulative and in addition to all other rights of City pursuant to this Contract and at law or in equity.

IN WITNESS WHEREOF, the parties hereto have signed this Contract 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: 1/30/2007

By: _____

Title: _____

Federal I.D. No. 68-0274353

State I.D. No. 390-5771-6

Business Operation Tax Certificate No. 114673

(City will not **award** contract if Certificate Number is missing)

CITY OF SACRAMENTO
a municipal corporation

Date: _____

By: _____
City Manager

Attest:

_____
City Clerk

ORIGINAL APPROVED AS TO FORM

_____
City Attorney

FUNDING: 791-500-LX31-48S0

DUPLICATE ORIGINAL BOND

Bond No. 569518P
Premium: $2,504.00

ISSUED IN DUPLICATE

PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE.

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Parks & Recreation

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Ad Land Venture, a California Limited Partnership, 3237 Fitzgerald Road, Rancho Cordova, CA 95742 as principal, hereinafter called Contractor, a contract for construction of:

UNIVERISTY PARK SOUTH (LX31)

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)*: Developers Surety and Indemnity Company, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: ONE HUNDRED THOUSAND TWO HUNDRED NINETY TWO DOLLARS AND SIXTEEN CENTS ($100,292.16), 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 February 20, 2007.

Ad Land Venture, a California Limited Partnership
(Contractor) (Seal)
By
Title

Developers Surety and Indemnity Company
(Surety) (Seal)
By Monica A. Hutchison
Title Monica A. Hutchison, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

G:\Contract Mgmt\University Park\University Park South LX31\Docs to Low Bidder\Q&R Pay and Perf bond forms revised 4-15-05.doc

STATE OF California
COUNTY OF Sacramento } SS.

On February 20, 2007, before me, Marcie L. Rice, Notary Public

PERSONALLY APPEARED Monica A. Hutchison

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Marcie L. Rice

MARCIE L. RICE
Commission # 1487912
Notary Public - California
Sacramento County
My Comm. Expires May 4, 2008

This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Developers Surety and Indemnity Co.

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

DUPLICATE ORIGINAL BOND

ISSUED IN DUPLICATE

Bond No. 569518P
Premium: Included

CITYOF SACRAMENTO
PAYMENT BOND
Department of Parks & Recreation
Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Ad Land Venture, a California Limited Partnership, 3237 Fitzgerald Road, Rancho Cordova, CA 95742, hereinafter called Contractor, a contract for construction of:

UNIVERSITY PARK SOUTH (LX31)

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, Contractor is required to furnish a good and sufficient payment bond to secure the claims to which reference is made in Title 15(commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code.

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
Developers Surety and Indemnity Company,
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 subcontractors, laborers, material men and other persons employed in the performance of the Contract and referred to in the aforesaid Civil Code in the sum of **ONE HUNDRED THOUSAND TWO HUNDRED NINETY TWO DOLLARS AND SIXTEEN CENTS ($100,292.16)**, 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 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 and State agencies entitled to file claim under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, 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 February 20, 20 07.

Ad Land Venture, a California Limited Partnership
(Contractor) (Seal)
By
Title

Developers Surety and Indemnity Company
(Surety) (Seal)
By Monica A. Hutchison
Title Monica A. Hutchison, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

City Attorney

G:\Contract Mgmt\University Park\University Park South LX31\Docs to Low Bidder\Q&R Pay and Perf bond forms revised 4-15-05.doc

STATE OF California
COUNTY OF Sacramento } SS.

On February 20, 2007, before me, Marcie L. Rice, Notary Public

PERSONALLY APPEARED Monica A. Hutchison

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Marcie L. Rice

MARCIE L. RICE
Commission # 1487912
Notary Public - California
Sacramento County
My Comm. Expires May 4, 2008

This area for Official Notarial Seal

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Developers Surety and Indemnity Co.

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ALL-PURPOSE ACKNOWLEDGEMENT

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

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

Stephen D. Bender, David K. Johnson, Monica A. Hutchison, Edward D. Johnson, jointly or severally

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

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By: _____
David H. Rhodes, Executive Vice-President

By: _____
Walter A. Crowell, Secretary

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

STATE OF CALIFORNIA]
COUNTY OF ORANGE]

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (SEAL)

GINA L. GARNER
COMM. # 1569561
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires May 13, 2009

WMD2

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, the 20th day of February, 2007.

By _____
Albert Hillebrand, Assistant Secretary

ID-1380 (Rev. 12/05)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FL ADLAN-1

DATE (MM/DD/YYYY) 06/08/06

PRODUCER
Brown & Brown of N. CA
CA License #0D04053
3 Hamilton Landing, Suite 160
Novato CA 94949
Phone: 415-884-7400 Fax: 415-884-7470

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Ad Land Venture
Wendy Miller
3237 Fitzgerald Rd.
Rancho Cordova CA 95742

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	St. Paul Mercury Insurance Co.	
INSURER B:	Ins. Co. of the State of Penn.	
INSURER C:	Twin City Firo Insurance Co.	29459
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	GL08101434	06/01/06	06/01/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	57UENTM6953	06/01/06	06/01/07	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 0	8766640	06/01/06	06/01/07	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Sacramento, its officials, agents, employees & volunteers are named as an Additional Insured if required by written contract and per form 43356 7/85 (Attached) & 40502 1/80 (Attached)

CERTIFICATE HOLDER

CITYSAC

City of Sacramento
915 I Street, 5th Floor
Sacramento CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

DESCRIBED PERSON OR ORGANIZATION ENDORSEMENT - ADDITIONAL PROTECTED PERSONS

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Described person or organization. The person or organization shown in the Coverage Summary as a described person or organization is a protected person. But only for covered injury or damage that results from;

- premises you own, rent or lease; or
- your work.

We explain what we mean by your work in the Products and completed work total limit section.

Other Terms

All other terms of your policy remain the same.

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Additional Protected Persons

DESCRIBED PERSON OR ORGANIZATION:

Any person or organization whom you are required to add as an additional insured to this agreement under a written contract:

1. Currently in effect or which will become effective during the term of this agreement, and
2. Executed prior to the event which results in bodily injury or property damage, or the offense which results in personal injury or advertising injury.

Name of Insured	Policy Number	Effective Date
AD LAND VENTURE	GL08101434	06/01/06
	Processing Date	06/01/06 10:08 001

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POLICY NUMBER: 57UENTM6953

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED PERSON(S) OR ORGANIZATION(S) AS INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective JUNE 1, 2006	
Named Insured Ad Land Venture	Countersigned by (Authorized Representative)

Named Person(s) or Organization(s):

The City of Sacramento, its officials, agents, employees & volunteers

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

Each person or organization named above is an "insured" for LIABILITY COVERAGE, but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of SECTION II - LIABILITY COVERAGE.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FL ADLAN-1

DATE (MM/DD/YYYY) 06/08/06

PRODUCER
Brown & Brown of N. CA
CA License #0D04053
3 Hamilton Landing, Suite 160
Novato CA 94949
Phone: 415-884-7400 Fax: 415-884-7470

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Adland Venture A
California Limited Partnership
Wendy Miller
3237 Fitzgerald Road
Rancho Cordova CA 95752

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Liability & Fire Ins.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER. POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0100019508-061	04/01/06	04/01/07	X WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
EVIDENCE OF WORKERS' COMPENSATION COVERAGE - JOB #16C153 - 24TH STREET BYPASS PARK

CERTIFICATE HOLDER

CITYSAC

City of Sacramento
915 I Street, 5th Floor
Sacramento CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Holly Hildebrand

© ACORD CORPORATION 1988

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: 11/30/2007 Contractor Ad Land Venture

By [signature] Ad Land Venture
Signature

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

PAY REQUEST APPLICATION

UNIVERSITY PARK SOUTH (LX31)

CONTRACTOR: _____

PURCHASE ORDER NO.: _____ **COST CENTER:** (PN.LX31)

INVOICE NO.: _____ **PERIOD ENDING DATE:** _____

SUBMITTAL OF A PROGRESS SCHEDULE IS REQUIRED TO BE SUBMITTED WITH THIS PAY REQUEST IN ACCORDANCE WITH CITY'S STANDARD SPECS; NO PROGRESS PAYMENTS WILL BE MADE FOR ANY WORK UNTIL SATISFACTORY SCHEDULE HAS BEEN SUBMITTED TO THE ENGINEER.

ORIG. CONTRACT AMT.		$_____
CHANGE ORDER NO. 1	$_____	
CHANGE ORDER NO. 2	$_____	
CHANGE ORDER NO. 3	$_____	
CHANGE ORDER NO. 4	$_____	
NET CHANGE BY CHANGE ORDERS:	$_____	
TOT ADJUSTED CONTRACT AMT TO DATE:		$_____
BALANCE OF CONTRACT TO FINISH:	$_____	
TOTAL COMPLETE AND STORED TO DATE:		$_____
LESS 10%	$_____	
LESS PREVIOUS PAYMENTS:	$_____	
AMOUNT DUE THIS INVOICE:		$_____

******Labor Compliance (payrolls etc.) is current and submitted for this Pay Request******

Submitted By _____ **Date:** _____

Submit To: **Park Planning, Design & Development**
915 I Street, 5th Floor
Sacramento, CA 95814
Attn.: _____ **Project Manager/ Brenda Luna, Labor Compliance Officer**

Approved By (Res. Const. Insp.) _____ **Date:** _____

Approved By (Project Manager) _____ **Date:** _____

Approved By (Labor Compliance) _____ **Date:** _____

In accordance with Public Contract Code §20104.50 the City shall pay Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP§685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.
(Rev. 9/17/04)

CITY OF SACRAMENTO

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION

To be eligible for award of this contract, the bidder shall list any business entity used to attain the ESBE goal. Additionally, all other subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The inclusion of false information or the omission of required information will render the bid non-responsive. **READ THE ABOVE REQUIREMENT CAREFULLY**

Name of Prime Contractor:		Bid Amount:	Date:
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE (subject to verification)	Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work / Services Provided
J & S Asphalt	SBE	Aggregate Base, Colored concrete	$65,000
4512 Yankee Hill Court		Flat work, Stamped Concrete	
Rocklin, CA 95677		flatwork, CMU Seatwall,	
		9" Mow strip, Concrete	
		Curb No. 15	

AD LAND
3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

FM 440 (Rev. 2/25/04)

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

EBE AND SBE CERTIFICATION STATEMENTS ARE DUE BY THE CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING

AD LAND
3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

DEPARTMENT OF FINANCE
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 - I STREET
2nd FLOOR
SACRAMENTO, CA 95814

PHONE: 916-808-6240
FAX: 916-808-5747

CENTRAL SERVICES
CONTRACT SERVICES
OFFICE OF SMALL BUSINESS DEVELOPMENT
PURCHASING

June 22, 2005

JOHNSON & SAMPSON CONSTRUCTION INC.
4512 YANKEE HILL CT.
ROCKLIN CA 95677

Subject: Emerging and Small Business Enterprise Certification –Provisional

Congratulations! Based on your certification as a Small Business Enterprise (SBE) with the State of California, Department of General Services (DGS), the City of Sacramento, Office of Small Business Development (OSBD) has granted your firm a provisional certification under our Emerging and Small Business Development (ESBD) Program. A provisionally certified firm is entitled to all benefits accorded a City certified firm in our ESBD Program.

Your certification is valid through **February 28, 2008.**

Your firm has been assigned **Certification Number JSA5000000A** which can be used when working with any City of Sacramento procurement or contracting project. Keep this letter as proof of certification.

It is your responsibility to notify this office within thirty (30) days of any change of ownership, business name, or address. If you have any questions about your certification, please call our new number **(916) 808-6747.**

Sincerely,

Louane Roina

Louane Roina
Program Analyst

Office of Small Business and DVBE Certification

REF# 0007080 JOHNSON & SAMPSON CONSTRUCTION INC

June 21, 2002
SB APP 20020621

4

Standard Industrial Classification (SIC) Code(s)
Certification Approval Attachment

You selected the following Standard Industrial Classification (SIC) codes and/or contractor's license classifications to describe your firm's business:

***Construction firms are classified by their California contractor's license classification(s).**

Industry	4-Digit SIC Code*	SIC Code Description
CONSTRUCTION	A	General Engineering
	HIC	Home Improvement Certification

AD LAND
3237 Fitzgerald Road
Rancho Cordova, CA 95742
(916) 853-9015

CITY OF SACRAMENTO
Department of Parks and Recreation
Landscape Architecture Section

SCHEDULE OF VALUES
REVISED JANUARY 17, 2007

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

PROJECT NAME: University Park South

CITY PROJ. NO: LX31

FUNDING: 791 - 500 – LX31 - 4820

CONTRACTOR: AD LAND VENTURE
ADDRESS: 3237 Fitzgerald Road
Rancho Cordova, CA 95742

PHONE NO: **(916) 853-9015**

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

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	$ Amount	Quantity	$ Amount	
1	Site Clearing and Grubbing	0	LS		CITY					
2	Temporary Construction Fence	0	LS		CITY					
3	Demolition	0	LS		CITY					
4	Erosion and Sediment Control	0	LS		CITY					
5	Site Grading and Staking	0	LS		CITY					
6	Potable Water Line	35	LF	$16.99	$594.65					
7	Aggregate Base	42	CY	$57.60	$2,419.20					
8	Colored Concrete Flatwork	870	SF	$12.65	$11,005.50					
9	Stamped Concrete Flatwork	2,490	SF	$15.82	$39,391.80					
10	CMU Seatwall	175	LF	$54.25	$9,493.75					
11	9" Concrete Mow Strip	95	LF	$12.94	$1,229.30					
12	Concrete Curb No. 15	50	LF	$29.57	$1,478.50					
13	Fold-Down Bollard	1	EA	$706.85	$706.85					
14	Drinking Fountain with Sump-**Install only**	1	EA	$3,067.37	$3,067.37					
15	Picnic Table-**Install only**	6	EA	$527.94	$3,167.64					
16	ADA Accessible Picnic Table-**Install only**	2	EA	$527.94	$1,055.88					
17	Serving Table-**Install only**	1	EA	$478.80	$478.80					

CITY OF SACRAMENTO
Department of Parks and Recreation
Landscape Architecture Section

SCHEDULE OF VALUES
REVISED JANUARY 17, 2007

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

PROJECT NAME: University Park South

CITY PROJ. NO: LX31

FUNDING: 791 - 500 – LX31 - 4820

CONTRACTOR: AD LAND VENTURE
ADDRESS: 3237 Fitzgerald Road, Rancho Cordova, CA 95742
PHONE NO: **(916) 853-9015**

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

18	Single Grill-**Install only**	3	EA	$183.94	$551.82					
19	Bench-**Install only**	3	EA	$282.23	$846.69					
20	Trash Receptacle-**Install only**	4	EA	$183.94	$735.76					
21	Recycling Receptacle-**Install only**	1	EA	$183.94	$183.94					
22	Bike Rack-**Install only**	1	EA	$183.94	$183.94					
23	Automatic Irrigation System	1	LS	$3,041.93	$3,041.93					
24	Adjustments to Existing Irrigation System	1	LS	$5,236.72	$5,236.72					
25	Solar Powered Controller	1	EA	$896.49	$896.49					
26	Trees, 15 gallon	1	LS	$979.26	$979.26					
27	Shrub and Groundcover Areas	1	LS	$6,707.93	$6,707.93					
28	Turf Sod	7,330	SF	$0.67	$4,911.10					
29	Landscape Maintenance (90 days)	1	LS	$1,927.34	$1,927.34					
	TOTAL				**$100,292.16**					

GUARANTEE

We hereby guarantee the: **UNIVERISTY PARK SOUTH (LX31)**

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

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

Dated: _____

Signed: [signature]

Martin Opdenik
Printed Name

Ad Lund Venture
Company

3237 Fitzgerald Rd.
Address

Rancho Cordova, CA 95742

SPECIAL PROVISIONS

SPECIAL PROVISIONS FOR:

UNIVERSITY PARK SOUTH
PN: LX31

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of improvements to the existing University Park South at 1701 University Avenue, Sacramento. The improvements for approximately one acre of the park will consist of trees and shrub planting; irrigation system installation, adjustment of existing irrigation components to accommodate improvements, grading and drainage, concrete walkways, seatwall construction, shade structure installation, site furnishings and landscape maintenance.

B. COMPLETION TIME

The time for the completion of all work is **sixty (60) calendar days from the Notice to Proceed plus ninety (90) days of maintenance after the work is accepted by the City**. 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 Special Provisions contained herein. In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento, adopted June 1989, referred to herein as "Standard Specifications" which shall apply to all work. The general conditions of the contract shall be governed by Sections 1 through 8 of the Standard Specifications. Other standards specified in these Special Provisions govern only the applicable technical Specifications.

Please note the following items with respect to the Standard Specifications:

Replace the last two paragraphs of Section 2-9 SUBCONTRACTORS with the following:

> If a prime Contractor fails to specify to a subcontractor, or, if a prime Contractor specifies more than one (1) subcontractor for the same portion of work to be performed under the Contract which portion exceeds one-half of one percent of the prime Contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself. If after award of the Contractor such prime Contractor shall, except as provided in Section 4107 or 4109 of the Act, the subcontract any portion of the work, such prime Contractor shall be subject to the penalties specified in Section 4111 of the Act.

is any conflict between the Standard Specifications as currently written and Title 3 of the Sacramento City Code, the latter shall govern.

D. SUBCONTRACTORS

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

E. 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 one hundred and twenty (120) calendar days after opening of the proposals to the lowest responsible bidder, unless otherwise stated in the contract agreement.

F. 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 Mr. Steven Giguere, City of Sacramento, Department of Parks and Recreation, 915 I St. 5th Floor, Sacramento, CA 95814, (916) 808-5340 FAX (916) 808-8266.

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

G. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

The Contractor, after delivery of the contract and at least three days (3) days before beginning work, shall notify the Park Construction 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.

H. 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 5-13 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.

I. TRADE NAMES AND ALTERNATIVES

L. 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.

M. 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.

N. PROTECTION OF FACILITIES

The Contractor shall be directed to Section 7-8 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.

O. 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.

P. 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. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. Water or dust palliative shall be applied if ordered by the Park Construction Inspector for the alleviation

Submittals shall be made in accordance with the requirements of the Standard Specifications and these Special Provisions. Required submittals include:

ITEM	PRODUCT DATA	SHOP DRAWINGS	MOCK-UP OR SAMPLE
Concrete Mix Design	X		
Expansion Joint Materials	X		X
Drinking Fountains	X		
Trash Receptacles	X		
Fold Down Bollard	X		
Picnic Tables	X		
Shade Structure	X	X	
Gate Valves	X		
Bike Rack	X		
Remote Control Valves	X		
Sprinkler Heads	X		
Quick Couplers	X		
Valve Boxes & Lids	X		
Swing Joint Assemblies	X		
Mainline & Lateral Pipe	X		
Control Wire & Connectors	X		
Irrigation Controller	X		
Potable Water Line	X		
PVC Fittings	X		
Solvent Weld for PVC	X		
Soil Amendments	X		X
Pre-emergent	X		
Mulch	X		X
Turf from Sod	X		
Plant Materials	X		
Aggregate Base	X		X

A. Concrete Walk shall be removed as shown on the plans. All resulting debris shall be removed and disposed of away from the project site.

B. Site Furniture including picnic tables, barbecues grills, drinking fountains, and footings shall be removed and disposed of away from the project site. Potable supply line for drinking fountain shall be cut directly downstream of the backflow preventer and securely capped.

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 Project 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 Demolition as shown on the plans, as specified in these Special Provisions, and as directed by the Park Construction Inspector.

Item No. 4 - Erosion and Sediment Control

This item shall consist of Erosion and Sediment Control at the locations indicated on the plans in conformance with Section 13 of the Standard Specifications, these Special Provisions, and regulations contained in the National Pollution Discharge Elimination System (NPDES) Storm water Permit issued to the City.

A. Guidelines of the City of Sacramento "Administrative and Technical procedures manual for grading and erosion and sediment control" for the measures shown or stated on the plans shall be implemented by the Contractor.

B. Construction site shall be prepared by the Contractor prior to the onset of any storm. Contractor shall ensure to have all erosion and sediment control measures are in place for the winter months prior to October 1.

C. Dust Control: The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes 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 Engineer to eliminate the nuisance of blowing dust without causing sediment, debris or litter to enter the City storm drain system.

D. Erosion, Sediment, and Pollution Control: The Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. The Contractor shall prevent sediment and construction debris from entering the City storm drain system.

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

3. Material Storage and Delivery Area: Contractor shall provide one central material storage and delivery area (MSDA) for the duration of the project. This area shall be protected such that runoff will not be allowed to leave the MSDA site. The Contractor shall regularly inspect the MSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

4. Concrete Waste Management: The Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system. If a designated on-site area is provided, the site shall be bermed to allow the concrete to dry. The dried concrete waste shall be removed and disposed of.

5. Spill Prevention and Control: The Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials, including equipment fuel, and controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor will be strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

E Drawing Document Plan may not cover all the situations that arise during construction due to unanticipated field conditions. Changes to the erosion and sediment control plan shall be made to meet field conditions only with the approval of or at the direction of the Park Construction Inspector.

F. A log shall be maintained by the Contractor at the site of all inspections or maintenance of BMP's, as well as, any corrective changes to the BMP's or erosion and sediment control plan.

G. Exposed soils that are present, the Contractor shall promptly replant the area with native compatible, drought-resistant vegetation. No areas shall be left exposed over the winter season.

H. Stabilized Construction Entrance shall be installed by the Contractor prior to the commencement of grading. Location of the entrance may be adjusted by the Contractor to facilitate grading operations. All construction traffic entering the paved road must cross the stabilized construction entrance. The stabilized construction entrance shall remain in place until the road base rock course is completed. All sediment deposited on paved roadways shall be swept at the end of each working day or as necessary.

I. Fiber Rolls shall be placed around all new drainage structure openings immediately after the structure opening is constructed. All fiber rolls shall be maintained and remain in place until construction is completed.

J. Housekeeping Practices shall be implemented as follows:

1. Material Delivery and Storage Area shall be designed and provided with a secondary containment method, as with berms. Store material on pallets and provide covering for soluble materials. Relocate storage area into building shell when possible. Inspect area weekly.

project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

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

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

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

Item No. 5 - Site Grading

This item shall consist of Site Grading the existing surface to the lines and grades for the park development shown on the plans in conformance with sections 14 and 16 of the Standard Specifications and these Special Provisions.

A. The Contractor shall meet the lines and grades as shown on the grading plan. Should import or export of soil become necessary to meet the lines and grades as shown on the plans, it shall be at the sole expense of the Contractor. Should export of soil become necessary, 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.

B. Relative Compaction for landscaped areas shall be 85%, or as directed by the Landscape Architect.

C. Site grading shall be approved by the Landscape Architect upon completion of grading operations.

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 Park Construction Inspector.

Item No. 6 - Potable Water Line

This item shall consist of furnishing and installing a Potable Water line as shown on the plans, in conformance with these Special Provisions.

A. Supply Line shall be PVC pipe; Class 315, solvent weld and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.

B. Shut-off Valve shall be a gate valve and shall be 25-lb. SWP bronze with screw-in bonnet, non-rising stem and solid wedge disc. Gate valve shall have threaded ends and

slippery finish. Refer to plans for specific finish requirements. Sidewalk surface shall be edged to a 3/8" radius. Broom finish surfaces shall be broomed perpendicular to the sidewalk edge with a medium finish. Do not dampen brooms. Protect adjacent finished surfaces from splatters. - Do not add water to concrete at job site, fog or spray surface with water, or put onto tools or brooms.

H. Color Admixture: Manufacturer: Davis Colors (800) 356-4848. Pigment shall contain pure concentrated mineral pigments especially processed for mixing into concrete and complying with ASTM C979. If pigments are to be added to mix at the project site, furnish pigments in pre-measured Mix Ready disintegrating bags.

I. Color: Add 1.5 lbs. Of #5237 (San Diego Buff) where indicated on plans. Add 4 lbs. of #160 (Red Brick) where indicated on plans. Color shall be by Davis Colors or approved equal. Submit sample chip of specified color indicating pigment number and required dosage rate. Pigment as necessary to match color sample in Davis Colors Concrete Color Selector chart. Mix in accordance with manufacturer's instructions. Mix until pigments are uniformly dispersed throughout the mixture.

J. Curing Compound for Colored Concrete: Provide W-1000 Clear Cure & Seal manufactured by Davis Colors. Apply curing compound for colored concrete in accordance with manufacturer's instructions.

K. Test Panel shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 6' X 6' X 3-1/2" thick minimum dimensions. A medium broom finish shall be applied to the finished surface and all edges shall be tooled. The Contractor shall notify the Park Construction Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the Park Construction Inspector, 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.

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

Item No. 9 - Stamped Concrete Flatwork

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

A. Stamped Concrete shall be Bomacron or approved equal. Concrete mix shall contain five and one-half (5-1/2) sacks (517 pounds) of Portland Cement per cubic yard and shall have a maximum size of course aggregate of three-eights inch (3/8"), as specified by Bomacron. Pattern shall be Small Random Slate.

B. Subgrade shall conform to Section 14-6 of the Standard Specifications.

C. Bomacron Color Hardener or approved equal, shall be heavy duty and applied in accordance with the manufacturer's specifications. There shall be two (2) different

Payment shall be made at the unit price bid per linear foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing Concrete Seatwall including the Concrete Pilasters as shown on the plans, as specified in these Special Provisions and as directed by the Park Construction Inspector.

Item No. 11 - Concrete Mow Strip

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

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

B. Reinforcement: Reinforcing Steel Bar shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications.

C. Color: Provide 1.5 lbs. Of #5237 (San Diego Buff). Color shall be by Davis Colors or approved equal. Submit sample chip of specified color indicating pigment number and required dosage rate. Pigment as necessary to match color sample in Davis Colors Concrete Color Selector chart. Mix in accordance with manufacturer's instructions. Mix until pigments are uniformly dispersed throughout the mixture.

D. Curing Compound for Colored Concrete: Provide W-100 Clear Cure & Seal manufactured by Davis Colors. Apply curing compound for colored concrete in accordance with manufacturer's instructions.

E. Subgrade shall have a relative compaction of 85%. Edge of concrete mow strip shall be one half inch (1/2") above grade of lawn.

F. 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.

G. Expansion & Score Joints shall conform to Section 24-3 of the Standard Specifications with the exception of the following. Expansion joints shall be three eighth inch (3/8") asphaltic felt installed in conformance with Section 24 of the Standard Specifications. Score joints shall be one inch (1") deep and shall be edged to a three-eighths inch (3/8") radius. Expansion joints shall be place at 20' O.C. and score joints shall placed at 10' O.C

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

Item No. 12 – Concrete Curb No. 15

completing the Fold-Down Bollard as shown on the plans, as specified in these Special Provisions and as directed by the Park Construction Inspector.

Item No. 14 – Drinking Fountain

This item consists of furnishing and installing a Drinking Fountain w/ Dog Fountain, and associated Catch Basins, Drain Pipe and Supply Line as shown on the plans and in conformance with these Special Provisions.

A. Drinking Fountain shall be Murdock Fountains model # M-23-2. Color shall be bronze with pedestal mount. Spot-weld all nuts for vandal resistance.

   Available from Playgrounds by Design. Contact Kendall Wilson, (925) 426-6705 or (916) 961-7400. Fax (916) 961-7409.

B. Supply Line shall be P.V.C. pipe, Class 315, solvent weld and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications and Supply Line shall be paid under Bid Item #17 of these SSP.

C. Two (2) Gate Valves with blow-off valves shall be installed in the water supply line in concrete valve boxes with locking tops. Gate valves shall be key-operated, size as shown on the plans.

D. Catch Basin shall be constructed as shown on the drawings. Concrete shall be Class "C" or "D", as specified in Section 10-5 and concrete work shall be completed in conformance with applicable requirements of Section 30 of the Standard Specifications.

E. Drain Line shall be four-inch (6") PVC pipe, Class 200, solvent weld and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications and paid under "ABS Drinking Fountain Drain Pipe".

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

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

Item No. 15 - Picnic Table

This item shall consist of furnishing and installing 8' picnic table as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Picnic Table shall be Victor Stanley model FRST-6, 8' length, in-ground mount with two (2) FRB-6, 8' length benches, in-ground mount. Table and Bench shall be green in color.

   Distributed by: Victor Stanley, (800) 368-2573.

Payment shall be made at the unit price bid per each, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Serving Table as shown on plans, as specified in these Special Provisions and as directed by the Park Construction Inspector.

Item No. 18 - Single Grill

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

A. Grills shall be Grill model #27-00 embedment mount by Dumor Site Furnishings.

Distributed by: Ross Recreation Equipment, (916) 985-6349.

B. Concrete Footing shall be Portland Cement Concrete Class "C" or "D" as specified in Section 10-5 and installed in conformance with Section 20 of the Standard Specifications and the manufacturer's specifications.

C. Concrete Pad shall be paid for under "Concrete Flatwork", of these Special Provisions.

Payment shall be made at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing a Single Grills as shown on the plans, as specified in these Special Provisions and as directed by the Park Construction Inspector.

Items No. 19 - Bench

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

A. Bench with back shall be Victor Stanley model CR-138, 6' length, surface mount. Spot-weld nuts after installation to prevent vandalism and removal.

Distributed by: Victor Stanley, (800) 368-2573.

B. Concrete Footing shall be Portland Cement Concrete Class "C" or "D" as specified in Section 10-5 and installed in conformance with Section 20 of the Standard Specifications and the manufacturer's specifications.

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

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

Item No. 20 - Trash Receptacle

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

B. Concrete Footing shall be Portland Cement Concrete Class "C" or "D" as specified in Section 10-5 and installed in conformance with Section 20 of the Standard Specifications and the manufacturer's specifications.

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

Payment shall be made at the unit price bid per each, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Bike Rack as shown on plans, as specified in these Special Provisions and as directed the Park Construction Inspector.

Item No. 23 - 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. Water Tap shall be downstream of existing 3" Meter and Backflow Prevention Device as installed per original Improvement Plans for University Park South.

B. Electric Control Valves shall be Superior model 950, or approved equal, and shall be constructed as specified in Section 10-51 and Standard Drawing No. LA-3 of the Standard Specifications. Lawn area valves shall be installed a six inches (6") below finished grade in a valve box, and shrub/groundcover valves shall be installed at grade in the planter area in a locking valve box.

C. Gate Valves shall be constructed of all brass as specified in Section 10-52 and Drawing No. LA-3 of the Standard Specifications. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.

D. Valve Boxes shall be installed in conformance with Section 10-53 and Standard Drawing LA-3 of the Standard Specifications.

E. Electrical shall conform to Section 34 of the Standard Specifications.

F. Irrigation Control Wires shall conform to Sections 10-49 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 34-10 of the Standard Specifications.

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

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

C. Mainline: For new irrigation circuits, connect to existing mainline downstream of the existing 3" irrigation backflow preventer. Notify City of any required mainline shutdowns required prior to cutting into existing mainline. Pressure test mainline in accordance with the Standard Specifications and as directed by the City to ensure adhesion of all joints.

D. Additional Items: Salvage all irrigation components removed during demolition for reuse where possible. This includes, but is not limited to electric remote control valves, quick coupling valves, gate valves, manual control valves, sprayheads, tree bubblers, and rotors. All items requiring replacement shall be in accordance with the items listed on the plan. Items not specifically covered in the plans require a submission of product data to the City for review prior to installation.

E. All irrigation revisions shall be documented in a record drawing to be submitted to the City upon completion. (2) mylar copies of the drawing shall be submitted to the City.

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 Adjustments to Existing Irrigation System as shown on the plans, as specified in these Special Provisions and as directed by the Park Construction Inspector.

Item No. 25 – Solar Powered Controller

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

A. Solar Powered Controller shall be a four (4) station controller per plans. Controller shall be installed in accordance with the manufacturer's specifications.

B. Concrete Footing shall be Portland Cement Concrete Class "C" or "D" as specified in Section 10-5 and installed in conformance with Section 20 of the Standard Specifications and the manufacturer's specifications.

Payment shall be made at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Solar Powered Controller as shown on the plans, as specified in these Special Provisions and as directed by the Park Construction Inspector.

Item No. 26 –Trees, 24" Box

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 (2") below the top of the paving.

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.

The following shall NOT be required from Section 35-5 of the Standard Specifications: "The soil shall be kept wet for a period of fourteen (14) days to permit germination of weeds. After the fourteen- (14) days, the area shall be allowed to dry to a condition that any spray equipment will not damage the existing grades. Weeds shall be sprayed with an approved chemical, which controls both broadleaf plants and grasses, but will not contaminate the soil, such as Roundup."

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

1. Granular Pre-emergent Herbicide shall be Ronstar G Pre-emergent Herbicide or approved equal applied in all shrub and groundcover planter areas after completion of all planting and before installation of landscape fabric and wood mulch at the rate as recommended by the manufacturer. Contractor shall provide proof of application of pre-emergent herbicide to the Landscape Architect.

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 4x10-2 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

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.

The following shall NOT be required from Section 35-5 of the Standard Specifications: "The soil shall be kept wet for a period of fourteen (14) days to permit germination of weeds. After the fourteen- (14) days, the area shall be allowed to dry to a condition that any spray equipment will not damage the existing grades. Weeds shall be sprayed with an approved chemical, which controls both broadleaf plants and grasses, but will not contaminate the soil, such as Roundup."

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

C. Soil Preparation Materials

1. Soil Conditioner/Fertilizer ***shall be 6-20-20 applies at 12 lbs. per 1000 square feet and soil sulfur applied at 1lb. per 1000 square feet, or approved equal. Soil conditioner shall be a 90% bark based product, fir, and 0-1/4" in size, treated with nitrogen having a 2-0-0 NPK ratio applied at a rate of 3 yards per 1000 square feet. The above rate is for bid purposes only***. Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. 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.

D. Turf Sod shall conform to Section 10-42, and applicable paragraphs of Section 35-7 of the Standard Specifications and these Special Provisions.

1. Sod shall match existing turf species. Contractor to submit sod mix sample to City.

2. Sod shall be laid in staggered rows. Sod shall be neatly cut with sod-cutting tools. Sod shall be kept moist throughout the installation period and adequately watered immediately after installation.

Payment shall be made at the unit price bid per square feet and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Turf from Sod as shown on the plans, as specified in these Special Provisions and as directed by the Park Construction Inspector.

Item No. 29 –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 35-8 through 35-14 of the Standard Specifications and as amended by these Special Provisions.

completing the Landscape Maintenance (90 days) as shown on the plans, as specified in these Special Provisions and as directed by the Park Construction Inspector.