Meeting Date: 2/2/2016

Report Type: Consent

Report ID: 2016-00121

Title: Contract: Niño’s Parkway Community Garden Project

Location: District 3

Recommendation: Pass a Motion: 1) approving the construction plans and specifications for Niño’s Parkway Community Garden project; 2) awarding the contract to Saenz Landscape Construction for an amount not to exceed $186,230; and 3) authorizing the City Manager or City Manager’s designee to execute the contract with Saenz Landscape Construction for an amount not to exceed $186,230.

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

Presenter: None

Department: Parks & Recreation Department

Division: Park Development Services

Dept ID: 19001121

Attachments:
1-Description/Analysis
2-Location Map
3-Master Plan
4-Contract

City Attorney Review
Approved as to Form
Sheryl Patterson
1/20/2016 10:04:55 AM

Approvals/Acknowledgements
Department Director or Designee: Pamela Sloan - 1/15/2016 7:16:19 AM
Description/Analysis

Issue Detail: The Department of Parks and Recreation is seeking approval to award a contract to Saenz Landscape Construction for the development of a community garden for Niño’s Parkway, located in District 3. The contract amount is not-to-exceed $186,230. The development will consist of demolition, clearing and grubbing, grading, concrete walkways and curbs, storage shed, compost bins, decomposed granite paving, chain link fencing and gates, irrigation system, and picnic tables. The formal bid process for this project has been completed and Saenz Landscape Construction has been selected as the lowest responsible and responsive bidder. Construction of the Niño’s Parkway Community Garden project is expected to be completed the end of March 2016.

Niño’s Parkway is a 1.9-mile long parkway located on a Western Area Power Authority (WAPA) easement that runs from the Garden Highway (at Niño’s Park) northward terminating at the drainage canal between San Juan Road and I-80.

The Niño's Parkway Master Plan was reviewed and supported by the Parks and Recreation Citizen’s Advisory Committee on March 6, 2003, and approved by City Council on April 8, 2004, Resolution 2004-260.

Policy Considerations: Providing parks and recreation facilities is consistent with the City’s strategic plan to enhance livability in Sacramento’s neighborhoods by expanding park, recreation, and trail facilities throughout the City. This is also part of the Park Development Process for park planning as stated in the 2005-2010 Parks and Recreation Master Plan.

Sacramento City Code Chapter 3.60 identifies the general guidelines for completing contracts for public projects and procedures for bidding and issuing contracts over $100,000.

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

This park construction project, which totals $186,230, is expected to create 1.3 total jobs (0.8 direct jobs and 0.5 additional jobs through indirect and induced activities). Furthermore, it will create $114,985 in total economic output ($72,476 of direct output and another $42,509 of output through indirect and induced activities).

Environmental Considerations: The Environmental Services Manager has determined that the Ninos Parkway Community Garden project is exempt from environmental review under the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.) Section 15304, minor alterations to land.

Sustainability: The Niño’s Parkway Community Garden project has been reviewed for consistency with the goals, policies, and targets of the City’s Sustainability Master Plan (SMP), the Parks and Recreation Sustainability Plan, and the 2030 General Plan. The project will advance the goals, policies, and targets of these plans by improving the health of residents through access to a diverse mix of wellness and recreation activities. The park improvements are also consistent with sustainable design through the use of recycled materials and energy-efficient systems.
Commission/Committee Action: None

Rationale for Recommendation: The formal bidding process for the Ninos Parkway Community Garden project was posted in accordance with City Code 3.60 and Administrative Policy AP-4002. The bids were opened on January 6, 2016. Staff received five bids and the results are listed below:

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>Base Bid</th>
<th>Additive Alternates</th>
<th>Total Bid</th>
<th>LBE %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saenz Landscape Construction</td>
<td>$151,639</td>
<td>$34,591</td>
<td>$186,230</td>
<td>18.4</td>
</tr>
<tr>
<td>Olympic Land Construction</td>
<td>$156,900</td>
<td>$32,500</td>
<td>$189,400</td>
<td>97.1</td>
</tr>
<tr>
<td>RSC General &amp; Engineering</td>
<td>$166,736</td>
<td>$29,310</td>
<td>$196,055</td>
<td>81.5</td>
</tr>
<tr>
<td>Abide Builders</td>
<td>$176,528</td>
<td>$23,000</td>
<td>$199,528</td>
<td>11.2</td>
</tr>
<tr>
<td>Sierra Valley Construction</td>
<td>$163,884</td>
<td>$37,685</td>
<td>$201,569</td>
<td>31.4</td>
</tr>
</tbody>
</table>

The Engineer’s Estimate for the base bid of this project was $202,690.

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

Financial Considerations: There are sufficient Proposition 1C grant funds and park development impact fee funds in the Niño’s Parkway Community Garden project (L19141300) to award the contract.

Local Business Enterprise (LBE): At an LBE percentage of 18.4%, Saenz Landscape Construction exceeded the 5% LBE participation requirement.
Concept Plan for
Ninos Parkway
Community Garden

City of Sacramento, California

Concept Plan 'A'

NINOS PARKWAY

NINOS PARK

NORTHFIELD DRIVE

Existing Subdivision

Existing Subdivision

Existing Community Garden

Existing Subdivision

Existing Access Road

ADA Beds

Delivered/Const. Only Access

Delivered/Const. Only Access

Ped Access (2)

Delivered/Const. Only Access

Delivered/Const. Only Access

Ninos Parkway

Community Garden

1 of 1

5 of 125
B16190021010

CONTRACT SPECIFICATIONS
FOR
NINOS PARKWAY COMMUNITY GARDEN (L19141300)

Plans Attached

For Pre-Bid Information Call:
Dennis Day, Project Manager
(916) 808-7633

Bids to be received before
2:00 PM, Wednesday,
JANUARY 6, 2016
New City Hall
Clerk’s Public Counter
915 I Street, 5th Floor
Sacramento, CA 95814

Estimated Construction Cost: $164,260.00- $202,690.00

Construction Time: THIRTY (30) WORKING DAYS

LBE INFORMATION

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

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

h:\documents\contract mgmt\ninos parkway community garden\contract docs\_planet bids\04- cover letter.docx
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Formal Bid Proposal Delivery Options</td>
<td>1 only</td>
</tr>
<tr>
<td>Invitation to Bid</td>
<td>1 - 2</td>
</tr>
<tr>
<td>New Public Works Contractor Registration Law (SB 854) FACT SHEET</td>
<td>1 - 3</td>
</tr>
<tr>
<td>Apprenticeship Standards- link to <a href="http://www.dir.ca.gov">www.dir.ca.gov</a></td>
<td>1 only</td>
</tr>
<tr>
<td>Non-Discrimination in Employee Benefits by City Contractors Ordinance</td>
<td>1 - 9</td>
</tr>
<tr>
<td>Bid Proposal Document</td>
<td>1 - 5</td>
</tr>
<tr>
<td>Local Business Enterprise Participation Requirements</td>
<td>1 - 4</td>
</tr>
<tr>
<td>Unincorporated Areas of Sacramento Map</td>
<td>1 only</td>
</tr>
<tr>
<td>Bid Proposal Guarantee</td>
<td>1 only</td>
</tr>
<tr>
<td>Minimum Qualifications Questionnaire</td>
<td>1 - 6</td>
</tr>
<tr>
<td>Green Contracting Survey</td>
<td>1 - 3</td>
</tr>
<tr>
<td>Drug Free Work Place</td>
<td>1 only</td>
</tr>
<tr>
<td>LBE Subcontractor Form</td>
<td>1 only</td>
</tr>
<tr>
<td>Contract</td>
<td>1 - 19</td>
</tr>
<tr>
<td>Performance Bond</td>
<td>1 only</td>
</tr>
<tr>
<td>Payment Bond</td>
<td>1 only</td>
</tr>
<tr>
<td>Certificate of Insurance</td>
<td>1 only</td>
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<tr>
<td>Worker's Compensation Certification</td>
<td>1 only</td>
</tr>
<tr>
<td>Schedule of Values &amp; Pay Request Application</td>
<td>1 - 2</td>
</tr>
<tr>
<td>Guarantee</td>
<td>1 only</td>
</tr>
<tr>
<td>Special Provisions</td>
<td>1 - 33</td>
</tr>
<tr>
<td>Plans</td>
<td>1 - 6</td>
</tr>
</tbody>
</table>
**City of Sacramento**  
**Formal Bid / Proposal Delivery Options**

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

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

<table>
<thead>
<tr>
<th>Option</th>
<th>Service Provider and/or Service Types</th>
<th>Address</th>
</tr>
</thead>
</table>
| 1.     | United States Postal Service (USPS)  | Sacramento City Clerk’s Office  
*Public Counter, New City Hall*  
*915 I Street, 5th Floor*  
Sacramento, CA 95812-2391 |
|        | - Regular First Class                |         |
|        | - Certified or Return Receipt        |         |
|        | - Priority                           |         |
|        | - Express                            |         |
| 2.     | Expedited Services – Receiving Hours  |
|        | are 8am to Noon Monday through Friday| Sacramento City Clerk’s Office  
*Public Counter, New City Hall*  
*915 I Street, 5th Floor*  
Sacramento, CA 95814-2604 |
|        | - FedEx                              |         |
|        | - UPS                                |         |
|        | - DHL                                |         |
| 3.     | Personal Delivery                    | Sacramento City Clerk’s Office  
*Public Counter, New City Hall*  
*915 I Street, 5th Floor*  
Sacramento, CA 95814 |
|        | - Hand Delivery                      |         |
|        | - Courier                            |         |
Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk's Public Counter, New City Hall, 5th Floor, located at 915 I Street between 9th and 10th Streets, up to the hour of 2:00 PM on JANUARY 6, 2016 and will be opened as soon thereafter as business allows, in the 2nd floor Hearing Room, Historic City Hall for:

**NINOS PARKWAY COMMUNITY GARDEN (L19141300)**

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:

**NINOS PARKWAY COMMUNITY GARDEN (L19141300)**

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

**PLANET BIDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

(REV. 2/25/09)
NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]
FACT SHEET

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

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at $300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).

- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
  - Must have workers’ compensation coverage for any employees and only use subcontractors who are registered public works contractors.
  - Must have Contractors State License Board license if applicable to trade.
  - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
  - Must not be under federal or state debarment.
  - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.

- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.
• DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.

• Various protections are built in so that
  o A contractor won’t be in violation for working on a private job that is later determined to be public work;
  o The inadvertent listing of an unregistered subcontractor on a bid won’t necessarily invalidate that bid;
  o A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
  o An unregistered contractor or subcontractor can be replaced with one who is registered;
  o A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.

• Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.

• The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

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

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

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. *(Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.)*
Related changes in DIR’s administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).

- Awarding bodies are now required to submit PWC-100 (contract award notice) for all public works projects. (This requirement previously applied to about 90% of all projects.)

- Contractors and subcontractors on all public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
  - This requirement will be phased in as follows:
    - Applies immediately to public works projects that have already been under CMU monitoring, i.e. contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
    - Will apply to any new projects awarded on or after April 1, 2015
    - May apply to other projects as determined by Labor Commissioner
    - Will apply to all public works projects, new or ongoing, on and after January 1, 2016

- The Labor Commissioner may make exceptions to this requirement for
  - Projects covered by qualifying project labor agreement
  - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR

- CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.

- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.
CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS PROJECTS

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov
REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

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

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

DEFINITIONS

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

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

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

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

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

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

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

**EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

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

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

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

SAENZ LANDSCAPE CONSTRUCTION
Name of Contractor

12167 FOLSOM BLVD., SUITE D, RANCHO CORDOVA, CA 95742
Address

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

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

2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City’s Non-Discrimination in Employee Benefits Code codified at Chapter 3. 54 of the Sacramento City Code (the “Ordinance”).

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

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

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

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

a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

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

f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

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

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

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

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

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

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

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

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

Signature of Authorized Representative

Date

Print Name

Title

1/15/16

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

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

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

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

The included employee benefits are:

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

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

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

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

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

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

  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs
YOUR RIGHTS UNDER THE CITY OF SACRAMENTO’S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

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

The included employee benefits are:

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

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

You May . . .

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

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

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain 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.
B16190021010

BID PROPOSAL FORMS

PLEASE REMOVE AND COMPLETE THE FOLLOWING DOCUMENTS AND SUBMIT AS THE BID PROPOSAL PACKAGE
CONTRACTOR NAME: Saenz Landscape Construction Company

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:

NINOS PARKWAY COMMUNITY GARDEN
(L19141300)

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:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Temporary Construction Fence to Install</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>1,580.50</td>
</tr>
<tr>
<td>2</td>
<td>Clearing and Grubbing</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>3,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Demolition</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>1,815.50</td>
</tr>
<tr>
<td>4</td>
<td>Erosion Control for projects less than 1 acre</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>2,600.00</td>
</tr>
<tr>
<td>5</td>
<td>Construction Staking</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>1,552.50</td>
</tr>
<tr>
<td>6</td>
<td>Site Grading</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>12,968.00</td>
</tr>
<tr>
<td>7</td>
<td>Dry Well to Install</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>2,653.50</td>
</tr>
<tr>
<td>8</td>
<td>Aggregate Base to Place</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>2,926.00</td>
</tr>
<tr>
<td>9</td>
<td>Concrete Flatwork to Construct</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>6,944.00</td>
</tr>
<tr>
<td>10</td>
<td>Stabilized Decomposed Granite Pavement to Place</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>13,087.00</td>
</tr>
<tr>
<td>11</td>
<td>9&quot; Concrete Mow Strip to Construct</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>3,276.00</td>
</tr>
<tr>
<td>12</td>
<td>6&quot; Raised Curb to Construct</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>14,720.00</td>
</tr>
</tbody>
</table>
## Additive Alternates Bid Items

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Picnic Improvements (Tables and Pad)</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$14,899.50</td>
</tr>
<tr>
<td>A2</td>
<td>Additional Garden Plots and Decomposed Granite Pavement</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$19,692.50</td>
</tr>
</tbody>
</table>

**Additive Alternate Subtotal**

$34,592.00

**Base Bid Plus Additive Alternate Total**

$186,230.00

**Contractor Name:** *Sunn Landcape Construction Co.*

**Total $186,230.00**
SCHEDULE
If awarded the Contract, the undersigned agrees to sign said Contract and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of the Contract, and to begin work within fifteen (15) days after the issuance of the Notice to Proceed by the City.

It is understood that this Bid Proposal is based upon completion of the Work within a period of Thirty (30) WORKING DAYS. The Contractor shall refer to Section 1.B Completion Time of the Special Provisions for calculation of the completion date.

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

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

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

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

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

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.
The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. # __________________________ DATE __________________________
Add. # __________________________ DATE __________________________
Add. # __________________________ DATE __________________________

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

($ 15,163.90) not less than ten percent (10%) of amount Bid Proposal

FOR CITY USE ONLY

<table>
<thead>
<tr>
<th>BID BOND SECURITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Properly Signed</td>
</tr>
<tr>
<td>Improperly Signed</td>
</tr>
<tr>
<td>Not Included</td>
</tr>
<tr>
<td>Not Required</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TYPE OF DEPOSIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Bond</td>
</tr>
<tr>
<td>Cashier/Certified Check</td>
</tr>
<tr>
<td>Other</td>
</tr>
</tbody>
</table>

Initial: __________

CONTRACTOR:

By: __________

(Signature)

IRENE LUCAS

(Print or Type)

Title: Partner

Address: 12167 Folsom Blvd, Ste. 0

Roseville, CA 95678

Telephone No.: 916-294-0355

Fax No.: 916-294-0311

EMAIL ADDRESS: lucas13@att.net

Date: 1/6/16

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL
CITY OF SACRAMENTO
Department of Parks and Recreation
Park Planning and Development Services

Contractor's License No. 551658
Expiration Date 12/31/2016
Type C27 FA

Tax I.D. Nos.- Fed. 26-20/0916 State 283-3055-3

City of Sacramento Business Operation Tax Certificate No. 1007526
(City will not award contract if Certificate Number is missing.)
LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS
(For City Contracts without federal funds)

I. LBE PARTICIPATION REQUIREMENT

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

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

When Does the LBE Program Apply?

<table>
<thead>
<tr>
<th></th>
<th>Contracts Under $100,000</th>
<th>Contracts $100,000 or More</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Supplies / Non-Professional</td>
<td>Professional</td>
</tr>
<tr>
<td>5% LBE Preference Applies to Bid Evaluation?</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>5% Minimum Participation Requirement? *</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

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

II. LBE QUALIFICATION

A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:
1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either:
   a. a principal business office or workspace; or
   b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.

B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.

C. Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder’s Subcontractor and LBE Participation Verification Form.

D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder’s Subcontractor and LBE Participation Verification Form.
   • Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

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

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor’s authorized representative and furnished to the City. The Contractor shall provide such
other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:

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

2. The listed LBE becomes bankrupt or insolvent.

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

4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.

5. It would be in the best interest of the City.

C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor’s bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor’s bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

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

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

V. DEFINITIONS

A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.

B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.

C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.

D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.

E. Proposal: Any response to a City solicitation for Proposals or Qualifications.

F. Bid: Any response to a City solicitation for bids.

G. Waiver: Request to department director to waive or reduce LBE participation requirement.
KNOW ALL MEN BY THESE PRESENTS,

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

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at 915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814 up to the hour of 2:00 p.m. on JANUARY 5, 2016 for the Work specifically described as follows:

NINOS PARKWAY COMMUNITY GARDEN (L19141300)

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

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

IN WITNESS WHEREOF We have hereunto set our hands and seal this ___ day of December ___ 2015.

[Signature]
[Name]
[Title]

ORIGINAL APPROVED AS TO FORM:

________________________
City Attorney

________________________
[Signature] [Name] [Title]
[Insurance Company Name]

Surety Bond

h:/documents/contract mgmt\ninos parkway community garden\contract docs\_planet bids\15-bid proposal guaranteedrev 5-2010.docx
POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY
ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ERIC V. MATRANGA; STANLEY J. MATRANGA

Carmichael, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their respective elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, and is granted under and by authority of the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint; and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective Corporations, and to execute on behalf of the Corporation, and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation, and (2) the agents of any such Officer of the Corporation and the Corporation, shall be authorized to sign any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether hereunto or hereafter being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

[Signature]
ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegeny Casualty Company)

On this 22nd day of July 2014, before me came the individual who executed the foregoing instrument, to me personally known, and being by me duly sworn, said he is the herein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals, and his signature, were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.

[Signature]
CATHY CRUTCH
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION
I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit; and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney; with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th day of December 2015.

[Signature]
MARIA BRANTCO, Assistant Secretary

36 of 125
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Sacramento

On December 10, 2015 before me, Eric Matranga, Notary Public

Date

personally appeared Stanley J. Matranga

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____________________________ Document Date: ______________________

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

Capacity(ies) Claimed by Signer(s)

Signer’s Name: __________________________________________

☐ Corporate Officer — Title(s): ____________________________

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: ________________________________________________

Signer Is Representing: __________________________________

☐ Corporate Officer — Title(s): ____________________________

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: ________________________________________________

Signer Is Representing: __________________________________

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MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers “yes” to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

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

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007
QUESTIONNAIRE

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

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

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

1. Classification & Expiration Date(s) of California Contractor’s License Number(s) held by firm:
   C2711401  12/31/2016

2. Has a contractor’s license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
   □ Yes  ✔ No

3. Within the last five years, has a surety firm completed a contract on your firm’s behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
   □ Yes  ✔ No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
   □ Yes  ✔ No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
   □ Yes  ✔ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 2 of 6
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

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FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 3 of 6
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 the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

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

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574
DATE ADOPTED: July 31, 2007
11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of $100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

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

☐ Yes  ☑ No

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

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

☐ Yes  ☑ No

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

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

☐ Yes  ☑ No

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

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

☐ Yes  ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 5 of 6
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 1247 Johnson Blvd, Ste 2, River Ctr, CA 95742 on 11/6/13
(Location) (Date)

Signature: [Signature]  
Print name: [Print name]   
Title: [Title]  

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

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Minimum Qualifications Questionnaire
Page 6 of 6
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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>City Bid Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Department:</td>
</tr>
<tr>
<td>Company Address:</td>
<td>Project #:</td>
</tr>
<tr>
<td>City, State, ZIP:</td>
<td>ESBE/SBE?</td>
</tr>
<tr>
<td>Company Phone:</td>
<td>Please Submit To:</td>
</tr>
</tbody>
</table>

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.
d) For additional questions, please call (916) 874-4892

<table>
<thead>
<tr>
<th>#</th>
<th>VIN</th>
<th>License Plate</th>
<th>Vehicle Information</th>
<th>Engine Information</th>
<th>Annual Usage (miles)</th>
<th>Received Funding</th>
</tr>
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<tbody>
<tr>
<td>(ex)</td>
<td>1XP5AAC35RG339402</td>
<td>1T45678</td>
<td>Kenworth T-300 2002</td>
<td>Cummins ISB 2002 250</td>
<td>35,000</td>
<td>No</td>
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2 of 3
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: 

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

<table>
<thead>
<tr>
<th>#</th>
<th>Equipment Serial Number</th>
<th>Equipment Information</th>
<th>Engine Information</th>
<th>Annual Usage (hours)</th>
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<tr>
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<td>Make</td>
<td>Model</td>
<td>Type</td>
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<td>(ex)</td>
<td>48W34456</td>
<td>Caterpillar</td>
<td>631G</td>
<td>Scrapper</td>
</tr>
</tbody>
</table>


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

<table>
<thead>
<tr>
<th>Date</th>
<th>Violation Type</th>
<th>Place of Occurrence</th>
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* 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.

CONTRACTORS NAME: 

BY: 

Signature 

Title 

Date: 1/6/16

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

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>Seung Jordaekoe Construction Company</th>
</tr>
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<tbody>
<tr>
<td>Prime Contractor Address</td>
<td>12417 Jolleen Blvd, Ste A, Rancho Cordova, CA 95742</td>
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<tr>
<td>(REQUIRED) Prime Contractor DIR Registration #</td>
<td>1000005556</td>
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<tr>
<td>Date</td>
<td>1/6/16</td>
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<tr>
<td>Bid Amount</td>
<td>$151,639.7</td>
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<tr>
<td>Is Prime LBE?</td>
<td>Yes</td>
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</table>

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<tr>
<th>Business Name</th>
<th>Subtractor DIR Registration # (subject to verification)</th>
<th>LBE?</th>
<th>Type of Work, Services, or Supplies to be provided to complete contract</th>
<th>Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided</th>
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<td>Sacramento, CA 95815</td>
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<td>6,500 El Dorado Ave.</td>
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<td>Todd Clark</td>
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COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

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

PRINCIPAL OF FIRM:

[Signature]

Title

Date 1/6/16

Form Revised 3/9/15
Subcontractor and Local Business Enterprise Participation Form
For Public Projects over $100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

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

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>Prime Contractor Address</th>
<th>Date</th>
<th>Bid Amount</th>
<th>Is Prime LBE?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sears Food Service Company</td>
<td>12167 Olsen Blvd, Ste D, Rancho Cordova, CA 95742</td>
<td>1/6/16</td>
<td>$151,639.7</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name</th>
<th>License Number</th>
<th>Subcontractor DIR Registration #</th>
<th>LBE?</th>
<th>Type of Work, Services, or Supplies to be provided to complete contract</th>
<th>Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benco Redwood</td>
<td></td>
<td></td>
<td>Yes</td>
<td>Heavy equipment rental and operation</td>
<td>$5,359.7</td>
</tr>
<tr>
<td>Dee Marine</td>
<td></td>
<td></td>
<td>Yes</td>
<td>a.b. work</td>
<td>$1,070.7</td>
</tr>
<tr>
<td>Home Depot</td>
<td></td>
<td></td>
<td>Yes</td>
<td>Mental Stakes, Fencing and Fitting</td>
<td>$870.7</td>
</tr>
</tbody>
</table>

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

PRINCIPAL OF FIRM:

Signature: [Signature]
Title: [Title]
Date: 1/6/16

Form Revised 3/9/15
# Subcontractor and Local Business Enterprise Participation Form

For Public Projects over $100,000 (use only base bid amount to estimate dollar value)

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<th>Is Prime LBE?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ewing Lordspe Construction Company</td>
<td>12167 Tolson Blvd, Ste D, Rohnert Park, CA 95762</td>
<td>1/6/16</td>
<td>$151,639.73</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Business Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Burrell Consulting Engr, Inc.</td>
<td>436008</td>
<td>10000012/14</td>
<td>Yes</td>
<td>Surveying</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>Arrow Form Co.</td>
<td>1000002531</td>
<td></td>
<td>No</td>
<td>Fencing</td>
<td>$31,035.00</td>
</tr>
</tbody>
</table>

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

**PRINCIPAL OF FIRM:**

**Signature:**

**Title:**

**Date:**

Form Revised: 3/9/15
FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT
AGREEMENT
(Constructor Contract Over $25,000)

THIS AGREEMENT, dated for identification __________, 20__, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and SAENZ LANDSCAPE CONSTRUCTION, 12167 FOLSOM BLVD., SUITE D, RANCHO CORDOVA, CA 95742 ("Contractor") in the amount of: ONE HUNDRED EIGHTY SIX THOUSAND TWO HUNDRED THIRTY DOLLARS AND NO CENTS ($186,230.00).

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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

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

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

2. DEFINITIONS

Form approved by City Attorney 12-24-14
Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

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

4. SCOPE OF CONTRACT

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

**NINOS PARKWAY COMMUNITY GARDEN (L19141300)**

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

**TWO ADDITIVE ALTERNATES**

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor’s Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

A. For items of the Work for which a lump sum price is specified in Contractor’s Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor’s Proposal Form; and

B. For items of the Work for which a unit price is specified in Contractor’s Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor’s Proposal Form, unless authorized by Change Order.
6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City’s labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

C. Contractor shall not be paid for any defective or improper Work.

D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City’s Escrow Agreement for Security Deposits in Lieu of Retention.

E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phase “commence the Work” means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer’s sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before THIRTY (30) WORKING DAYS from the date of the Notice to Proceed (hereinafter called the “Completion Date”) unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any
other work or material that may be displaced or damaged in so doing, that may prove
defective in workmanship or material within this one year warranty period without expense
or charge of any nature whatsoever to City.

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

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

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

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

A. The actual fact of the occurrence of damages and the actual amount of the damages
that City would suffer if the entire Work, and/or any specified portion thereof, were
not completed within the time(s) specified herein are dependent upon many
circumstances and conditions that could prevail in various combinations, and for this
reason, it is impracticable and extremely difficult to fix the actual damages.
Damages that City would suffer in the event of such delay include: loss of the use of
the project; expenses of prolonged assignment to the project of an architectural
and/or engineering staff; prolonged costs of administration, inspection, and
supervision; increased operational expenses and/or impaired operation of other
facilities dependent upon completion of the project; and the loss and inconvenience
suffered by the public within the City of Sacramento by reason of the delay in the
completion of the project or portion thereof. Accordingly, the parties agree, and by
execution of this Agreement, Contractor acknowledges that it understands and
agrees, that the amount(s) set forth herein as liquidated damages reflect the parties’
best efforts at the time of entering into the Contract to estimate the damages that
may be incurred by City and the public due to the Contractor’s delay in completion
of the Work and/or any specified portion thereof, and shall be presumed to be the
amount of damages sustained by the failure of Contractor to complete the entire
Work and/or any specified portion thereof within the time(s) specified herein.
B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of $1,000.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

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

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

16. INDEMNITY AND HOLD HARMLESS

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

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

19. INSURANCE

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

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

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

A. **Minimum Scope & Limits of Insurance Coverage**

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

(2) **Automobile Liability Insurance** providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

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

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

(Contractor initials)

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

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

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

(Contractor initials)

B. **Additional Insured Coverage**

Form approved by City Attorney 12-24-14
(1) **Commercial General Liability Insurance:** The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and its subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its subcontractors.

(2) **Automobile Liability Insurance:** The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Contractor’s insurance coverage, including excess insurance, shall be primary insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be in excess of Contractor’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.

(3) Coverage shall state that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. **Acceptability of Insurance**

Insurance shall be placed with insurers with a Bests’ rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

E. **Verification of Coverage**

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in Exhibit A. Copies of policies shall be delivered to the City on demand. Certificates of
insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento  
c/o Ebix RCS  
Reference #: (This number will be provided by EBIX after Contract approval.)  
PO Box 257  
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:  
CertsOnly-Portland@ebix.com

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

F. Subcontractors

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

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

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

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

21. EXCUSABLE DELAYS

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

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution
and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

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

23. EXTENSION OF TIME

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

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

24. NO PAYMENT FOR DELAYS

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

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of
the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.
26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;

B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

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

28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

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

Form approved by City Attorney 12-24-14
waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City’s right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

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

30. SURETIES’ OBLIGATIONS UPON TERMINATION

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

A. The Surety under Contractor’s performance bond shall be fully responsible for all of the Contractor’s remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor’s obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

B. The Surety under Contractor’s payment bond shall be fully responsible for the performance of all of the Contractor’s remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

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

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

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

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

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

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

BY

Print Name: Irene Lucas
Title: Partner

BY

Print Name
Title

Federal ID# 26-2010916
State ID# 1007526

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

Type of Business Entity (check one):

Individual/Sole Proprietor

Partnership

Corporation

Limited Liability Company

Other (please specify:)

CITY OF SACRAMENTO
a municipal corporation

BY

For: John F. Shirey, City Manager

Attest:

City Clerk

Form approved by City Attorney 12-24-14
CITY OF SACRAMENTO
PERFORMANCE BOND

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to
SAENZ LANDSCAPE CONSTRUCTION, 12167 FOLSOM BLVD., SUITE D, RANCHO
CORDOVA, CA 95742:

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

NINOS PARKWAY COMMUNITY GARDEN (L19141300)

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):

International Fidelity Insurance Company, 2999 Oak Road, Ste. 820, Walnut Creek, CA 94597

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 EIGHTY SIX THOUSAND TWO HUNDRED THIRTY DOLLARS AND NO CENTS
($186,230.00), for the payment of which sum well and truly to be made, we the Contractor and Surety
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The
condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators,
successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all
covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and
any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner
therein specified, and in all respects according to their true intent and meanings, and shall indemnify and
save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations
under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and
effect. This obligation shall remain in full force and effect through the end of the Contract warranty period,
which will expire one year after the completion of work date specified in the Notice of Completion filed for
the above-named project.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the
Contractor and Surety. SIGNED AND SEALED on January 12th, 2016.

Saenz Landscape Construction

By /s/ [Signature]

Title [Contractor] [Seal]

ORIGINAL APPROVED AS TO FORM:

City Attorney

International Fidelity Insurance Company

By /s/ [Signature]

Title Stanley J. Mattranga, Attorney-in-Fact

Agent name & Address MBL Services
P.O. Box 2143, Carmichael, CA 95609
Agent Phone # (916) 489-1799
Surety Phone # (800) 277-3537
California License # OC13015

Form approved by CAO 5-9-12
POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY
ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ERIC V. MATRANGA, STANLEY J. MATRANGA

Carmichael, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract, or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under, and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

*RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact, or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation, and alter the Corporation's seal thereon, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether herebefore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation to be valid and binding upon the Corporation with the same force and effect as though manually affixed.*

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on the 22nd day of July, 2014.

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the herein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 12th day of January 2016.

MARIA BRANCO, Assistant Secretary

72 of 125
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Sacramento

On January 12, 2016 before me, Eric Matrange, Notary Public

personally appeared Stanley J. Matrange

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document:________________________________________ Document Date:____________________________________

Number of Pages:__________Signer(s) Other Than Named Above:__________________________________________________________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):________________________________________

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:________________________________________

Signer Is Representing:________________________________________

Signer's Name:

☐ Corporate Officer — Title(s):________________________________________

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:________________________________________

Signer Is Representing:________________________________________
CITY OF SACRAMENTO
PAYMENT BOND

Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: SAENZ LANDSCAPE CONSTRUCTION, 12167 FOLSOM BLVD., SUITE D, RANCHO CORDOVA, CA 95742 hereinafter called Contractor, a contract for construction of:

NINOS PARKWAY COMMUNITY GARDEN (L19141300)

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

NOW, THEREFORE, we the Contractor and (here insert full name and address of Surety):

International Fidelity Insurance Company, 2900 Oak Road, Ste. 820, Walnut Creek, CA 94597

a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of ONE HUNDRED EIGHTY SIX THOUSAND TWO HUNDRED THIRTY DOLLARS AND NO CENTS ($186,230.00), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on January 12th, 2016.

Saenz Landscape Construction

By ______________________

(Contractor) (Seal)

Title ______________________

ORIGINAL APPROVED AS TO FORM:

_______________________________

City Attorney

International Fidelity Insurance Company

By ______________________

(Surety) (Seal)

Title Stanley J. Matranga, Attorney-In-Fact

Agent name & Address MBI Services

P.O. Box 2143, Carmichael, CA 95609

Agent Phone # (916) 489-1799

Surety Phone # (800) 277-3537

California License # 0C13015

Effective 7-1-12
POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ERIC V. MATRANGA, STANLEY J. MATRANGA

Carmichael, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract, or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2010.

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and sell the Corporation's seal therefor, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

[Seals and Signatures]

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the herein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Seals and Signatures]

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of January, 2014.

[Seals and Signatures]

MARIA BRANCO, Assistant Secretary
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California    )
County of Sacramento  )

On January 12, 2016 before me, Eric Matanga, Notary Public

Date

personally appeared Stanley J. Matanga

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: ____________________________ Document Date: ____________________________
Number of Pages: ____________ Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ____________________________
          □ Corporate Officer — Title(s): ____________________________
          □ Partner — □ Limited □ General
          □ Individual □ Attorney in Fact
          □ Trustee □ Guardian or Conservator
          □ Other: ____________________________
Signer Is Representing: ____________________________

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

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**

Foothill Valley Ins Agency  
13 Sierra Gate Plaza, Bldg A  
Roseville, CA 95678  
Wilhelm H Stenken

**INSURED**

Saenz Landscape Construction Co.  
12167 Folsom Blvd Ste D  
Rancho Cordova, CA 95742

**INSURER(A) AFFORDING COVERAGE**

Naic #: 31453

**INSURER B: Everest National Ins. Co.**

**COVERAGE:**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>INSL/WVDD</th>
<th>LIMITS</th>
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<td>02/25/2015 02/25/2016</td>
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<td>02/25/2015 02/25/2016</td>
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</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

ACORD 101, Additional Remarks Schedule, may be attached if more space is required.

**RE: #L19414300 Ninos Parkway Community Garden - 705 Northfield Dr. Sac CA**

The City of Sacramento, its officials, agents and employees are named additional insured per CG2010(12/11) attached. Waiver for GL, Auto and WC attached.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

© 1988-2014 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

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

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

WAIVER OF SUBROGATION:
We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of the qualifying language above because of payments we make for injury.

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

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

Refer to General Liability Schedule On Form CG 71 54 01 07

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

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

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

2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC
Endorsement EXPIRATION DATE: SEE DEC
COMMERCIAl AUTO LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance under the following:

COMMERCIAl AUTO LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

The City of Sacramento, its officials, agents and employees

THE TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV -COMMERCIAl AUTO LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", This waiver applies only to the person or organization shown in the schedule above.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

<table>
<thead>
<tr>
<th>PERSON OR ORGANIZATION</th>
<th>JOB DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER</td>
<td>BLANKET WAIVER OF SUBROGATION</td>
</tr>
</tbody>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/20/2015
Policy No. 7600004910151
Endorsement No. 001
Insured: Saenz, Michael; Lucas, Irene
Insurance Company: Everest National Insurance Company

- 1996 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved. From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.
WORKER'S COMPENSATION CERTIFICATION

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

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

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

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

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

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
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: 2/15/16  
Contractor  

________________________________________  
Signature  

By  

h:\documents\contract mgmt\ninos parkway community garden\docs to low bidder\26-workers comp cert.docx
PAY REQUEST APPLICATION

PROJECT: NINOS PARWAY COMMUNITY GARDEN
CONTRACTOR: Saenz Landscape Construction

PURCHASE ORDER NO.:  
INVOICE NO.:  
COST CENTER (PROJ NO.): L19141300 
PERIOD ENDING DATE: 1/31/2001 

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<th>ORIGINAL CONTRACT AMOUNT:</th>
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<td>$186,230.00</td>
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| CHANGE ORDER NO. 1       |  
| CHANGE ORDER NO. 2       |  
| CHANGE ORDER NO. 3       |  
| CHANGE ORDER NO. 4       |  

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<th>NET CHANGE BY CHANGE ORDERS:</th>
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<table>
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<th>TOTAL ADJUSTED CONTRACT AMOUNT TO DATE:</th>
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<td>$186,230.00</td>
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<th>BALANCE OF CONTRACT TO FINISH:</th>
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<tr>
<th>TOTAL WORK COMPLETED:</th>
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<th>LESS 5% RETENTION:</th>
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<table>
<thead>
<tr>
<th>LESS PREVIOUS PAYMENTS:</th>
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</thead>
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<table>
<thead>
<tr>
<th>AMOUNT DUE THIS INVOICE:</th>
</tr>
</thead>
</table>

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

Approved
By (Prime Contractor) ________________________________ Date: __________________
Submit To: Department of Parks and Recreation
Park Planning and Development Services
915 "I"(eye) Street, 5th Floor
Sacramento, CA 95814

Approved
By ( Resident Const. Inspector) _____________________ Robert Rueff Date: __________________

Approved
By (Project Manager) ____________________________ Dennis Day Date: __________________

Approved
By (Labor Compliance) ____________________________ Date: __________________

In accordance with Public Contract Code Sec. 20104.50 the City shall pay the Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP Sec.685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.
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<thead>
<tr>
<th>Item No</th>
<th>Item Description</th>
<th>Original Contract Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Original Contract Amount</th>
<th>CCO Adjusted Quantities</th>
<th>Previously Paid Quantity</th>
<th>Amount</th>
<th>This Estimate Quantity</th>
<th>Amount</th>
<th>Total Work Completed Quantity</th>
<th>Amount</th>
<th>Balance of Contract Quantity</th>
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<td>Picnic Tables to Install</td>
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<td>Irrigation Water Tap, Meter and Development Feet</td>
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<td>26</td>
<td>Hose Bib System to Install</td>
<td>1 LS</td>
<td>LS</td>
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<td>Unit Price</td>
<td>Original Contract Amount</td>
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<td>This Estimate</td>
<td>Total Work Completed</td>
<td>Balance of Contract</td>
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<tr>
<td>A2</td>
<td>Additional Garden Pickets and Decomposed Granite Ravenoud</td>
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<td>Total This Estimate</td>
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<td>Total to Date</td>
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<tr>
<td>Balancing Total</td>
<td>$186,230.00</td>
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</tbody>
</table>
GUARANTEE

We hereby guarantee the: NINOS PARKWAY COMMUNITY GARDEN (L19141300)

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

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

Dated: 1/15/16

Signed:

TREVOR LUCAS

Printed Name

Sacagawea Landscape Construction Co.

Company

12602 Tokom Blvd., Ste D

Address

Rancho Cordova, CA 95742
SPECIAL PROVISIONS
SPECIAL PROVISIONS FOR

NINOS PARKWAY COMMUNITY GARDEN DEVELOPMENT
(L19141300)

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of Ninos Parkway Community Garden, in Sacramento. The improvements will consist of demolition, grading, irrigation system, landscaping, concrete flatwork and curbs, special pavement, decomposed granite paving, chain link fencing and gates, irrigation, and picnic tables.

B. COMPLETION TIME

The time for the completion of all work is THIRTY (30) Working Days from the Notice to Proceed for substantial completion. Should said work not be completed to the satisfaction of the City within said time, the contractor shall pay to the City of Sacramento a sum of ONE THOUSAND DOLLARS ($1,000.00) as liquidated damages and not as a penalty for each calendar day delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

C. SPECIFICATIONS

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

i. Standard Specification 1-23 Engineer shall also mean Landscape Architect as defined in Standard Specification Section 1-33.

ii. Standard Specifications Section 2-9 SUBCONTRACTORS, add the following after the sub paragraph 2 of the first paragraph in the Standard Specifications.

If a prime Contractor fails to specify a subcontractor, or, if a prime Contractor specifies more than one (1) subcontractor for the same portion of work to be performed under the Contract which portion exceeds one-half of one percent of the prime Contractor’s total bid, the prime Contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime Contractor shall perform that portion himself or herself.

iii. Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR

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

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

iv. Standard Specifications Section 8 MEASUREMENT OF QUANTITIES

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

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

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

D. SUBCONTRACTORS

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

E. SCHEDULE OF UNIT PRICES

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

F. TIME OF AWARD

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

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Request for interpretation shall be made in writing, and delivered to the City at least seven (7) days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Request for information regarding this procedure or other similar information, shall be directed to Dennis Day, City Project Manager, a Department of Parks and Recreation, Park Planning & Development Services, 915 I Street, 3rd Floor, Sacramento, CA 95814, (916) 808-7633, FAX (916) 808-8266.

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

H. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

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

I. WORKMANSHIP AND MATERIALS

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

J. TRADE NAMES AND ALTERNATIVES

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

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

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

K. ACCIDENT PREVENTION

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

L. LOCATION OF EQUIPMENT AND PIPING

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

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

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

N. CONFLICTS

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

O. PROTECTION OF FACILITIES

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

P. PROTECTION OF DRAINAGE FACILITIES

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

Q. CLEANING

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

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

<table>
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<tr>
<th>Item</th>
<th>Product Data</th>
<th>Shop Drawings</th>
<th>Mock-up or Sample</th>
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<td>Picnic Tables</td>
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*One (1) copy of such submittals shall be furnished for review by the Landscape Architect, a digitally scanned copy will promptly be returned with approval, rejection, or approval with modification. Neither equipment nor material shall deviate in any way from the approved drawings without prior written approval of the Landscape Architect. Any fabrication of other work performed in advance of such approval shall be done entirely at the risk of the Contractor. The approval of submitted drawings or other descriptive material shall not relieve the Contractor of any obligation or responsibility for*
fulfillment of the contract as prescribed.

S. RECORD DRAWINGS OF NEW CONSTRUCTION

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

T. LICENSE REQUIREMENTS

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

U. PROTECTION OF EXISTING CONCRETE AND ASPHALT PAVEMENTS

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

V. PROJECT COORDINATION

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

W. City Code 3.60.020 Determination of lowest responsible bidder

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

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

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

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

X. **City of Sacramento Subcontractor and LBE Participation Verification FM440.**

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

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

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

AA. **Urgency Legislation SB 854 Passed by California Legislature JULY 10, 2014**

The California Legislature has imposed a new registration requirement for contractors and subcontractors involved with public works projects. Senate Bill 854, passed late last month, created a registration program, effective July 1, 2014, to fund the Department of Industrial Relations’ monitoring and enforcement of prevailing wage laws. The registration period is open now, and contractors and subcontractors wishing to work on a public works project must be registered by March 1, 2015. For public agencies/awarding bodies, the new law requires that all public works projects with bids due after March 1, 2015, or awarded on or after April 1, 2015, use only registered contractors and subcontractors. The bill also requires awarding bodies to include notice of the registration requirement in their bid invitations and bid documents. In addition,
public agencies must also file notice of their public works projects using DIR approved forms.

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

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

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

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

The new registration system replaces the previous requirement that awarding bodies pay for costs to monitor and enforce compliance with prevailing wage laws for certain public works projects. Registration and renewal fees will go into the State Public Works Enforcement Fund, which provides for the administration of contractor registration, monitoring and enforcement of prevailing wage laws, and the enforcement of Labor Code violations on public works projects by the DIR.
II. ITEMS OF THE BASE BID PROPOSAL

Item No. 1 – Temporary Construction Fence to Install
This item shall consist of furnishing, installing and maintaining a temporary 6’ Chain Link Construction Fence around the construction areas shown on the Plans in conformance with Section 10 of the Standard Specifications.

A. Demolition shall begin only after the temporary fence has been installed. Fence to remain in place throughout the duration of the project until project acceptance, or as directed by the Inspector.

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

Item No. 2 – Clearing and Grubbing
This item shall consist of clearing and grubbing the project area as shown on the plans in conformance with Sections 12, 13 and 15 of the Standard Specifications and these Special Provisions.

A. Clearing and Grubbing shall conform to Section 12 of the Standard Specifications. All existing no-mow fescue, deer grass, groundcover type rose, dead and sickly plants, as shown on the plans including roots and attached soil and debris and all other objection material within the planting areas shall be removed.

B. Tree Removal shall consist of removing one existing tree within the project are and removing roots to 2’ below grade.

C. Debris - All resulting landscape, soil and removed material shall become the property of the Contractor, and disposed of outside the project limits at the Contractor’s expense.

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

Item No. 3 – Demolition
This item shall consist of Demolition and removal of items indicated on the plans in conformance with 13-3 Removing / Relocating of the Standard Specifications and these Special Provisions.

A. Concrete Sidewalk shall be removed as shown on the plans.

B. Miscellaneous Concrete and rocks, within the project area shall be removed.

C. Debris - All resulting removed material shall become the property of the Contractor, and disposed of outside the project limits at the Contractor’s expense.
D. Holes and depressions resulting from removed items shall be filled, compacted, and brought to finished grade with landscape fill in conformance with Section 14 of the Standard Specifications and as directed by the Landscape Architect.

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

**Item No. 4 - Erosion Control for Projects Less than 1 acre**

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

A. Guidelines of the City of Sacramento "Administrative and Technical procedures manual for grading and erosion and sediment control" shall be implemented by the Contractor.

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

C. Dust Control: The Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statues which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. The contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. The Contractor shall take whatever steps are necessary or required by the Landscape Architect to eliminate the nuisance of blowing dust without causing sediment, debris or litter to enter the City storm drain system.

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

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

1. Filter Bags in Gravel Bags around any storm drain inlets which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drains inlet protection BMPs can be used with approval of the Landscape Architect.

2. Covering of materials piles and/or gravel berks (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.
3. Gutter flow lines are to be kept unimpeded and free of soil, debris and construction materials at all times.

4. Stabilized construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment.

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

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

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

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

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

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

2. **Solid Waste Management:** Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. The Contractor shall make arrangements for regular waste collection. The Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist on a daily basis, clear site of trash including organic debris, packaging materials, scrap or surplus material as well as domestic waste.

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

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

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

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

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

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

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

J. **Housekeeping Practices** shall be implemented as follows:

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

2. **Concrete Waste Area** shall be designated and provide for a temporary bermed pit to be used for concrete truck washout. Dispose of hardened concrete offsite. At no time shall a concrete truck dump its waste and clean its truck into the City storm drains via curb and gutter. Inspect daily to control runoff, and weekly for removal of hardened concrete.

3. **Paint and Painting Supplies** instructions shall be given to employees and subcontractors regarding reduction of pollutants including material storage, use, and clean up. Inspect site weekly for evidence of improper disposal.

4. **Vehicle Fueling, Maintenance and Cleaning** shall be located in a designated area with a
secondary containment, as with berms. Do not allow mobile fueling of equipment. Provide equipment with drip pans. Restrict on-site maintenance and cleaning of equipment to a minimum. Inspect area weekly.

5. **Hazardous Waste Management** instructions shall be given to all employees to prevent the discharge of pollutants from hazardous wastes to the drainage system through proper material use, and waste disposal. Hazardous waste products commonly found on-site include but are not limited to paints & solvents, petroleum products, fertilizers, herbicides & pesticides, soil stabilization products, asphalt products, and concrete curing products.

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

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

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

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

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

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

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

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

**Item No. 5 – Construction Staking**

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

A. **Staking:**

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

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

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

**Item No. 6 – Site Grading**

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

A. **Layout of Work:**

1. Grade the site to the tolerances shown.

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

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

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

D. Planter Areas adjacent to paved areas shall be graded so that after settlement, the soil will be two inches (2") below the top of adjacent pavement, curbs or mowstrip.
E. **Site Grading** shall be approved by the Landscape Architect upon completion of grading operations and prior to beginning landscape planting.

F. **Excavation Grading** shall include removal of soil as required to construct concrete walkways and aggregate base, decomposed granite paving, curbing, mow strips, concrete pads, and planted areas. All excavated soil may be used in grading operations or placed outside of project limits within the site park at the Contractor’s expense.

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

**Item No. 7 – Dry Well to Install**

This item shall consist of furnishing and installing one Flow-well dry well complete with 12” square catch basin and 12” sq. steel grate as shown on the plans in conformance with Section 10, and 17 of the Standard Specifications and these Special Provisions.

**PART 1   GENERAL**

1.1 **SECTION INCLUDES**

A. Manufactured dry wells.

1.2 **RELATED REQUIREMENTS**

A. Section 31 23 00 – Excavation and Fill.

**PART 2   PRODUCTS**

2.1 **MANUFACTURERS**


B. Single Source: Provide materials from single manufacturer.

2.2 **MATERIALS**

A. Manufactured Dry Wells: “Flo-Well” manufactured dry wells.
   1. Description: Round dry well system, includes 3 side panels and 1 top component.
   2. Part Number: FNAS24WH.
5. Height: 28.75 inches.
7. Fits: 4-inch Schedule 40 pipe, 4-inch DWV pipe, and 4-inch sewer and drain pipe.
8. Knockout Leaching Ports per Panel: Ten 1.5-inch diameter.

B. Round Dry Well Covers:
1. Part Number: FWAS24C.
6. Center Knockout: 4.5-inch diameter.
7. Color: Black.

C. Dry Well Side Panels/Extensions:
1. Includes: 3 side panels; makes 1 round dry well.
2. Part Number: FWSPS3.
4. Height: 24 inches with recessed 0.75-inch lip for stacking.
5. Knockout Leaching Ports per Panel: Ten 1.5-inch diameter.
6. Knockout Inlet/Outlet Ports per Panel: Four 4.5-inch diameter.
7. Color: Black.

D. Round Dry Well Bottoms:
4. Leaching Ports: Six 1.5-inch diameter.
5. Center Knockout for Strut Coupling: 4.5-inch diameter.

E. Dry Well Surface Drain Inlets with Grate:
1. Part Number: FWSD69.
4. Diameter at Inlet: 6 inches.
5. Height: 9 inches.
6. Outside Diameter at Bottom: 4.5 inches, fits Schedule 40 PVC fittings.
7. ADA compliant.

F. Filter Fabric Wrap to Surround Dry Wells:
1. Part Number: FWFF67.
3. Length: 7 feet.
4. Width: 2 feet.
5. Weight: 1 ounce.

G. Gravel shall be as indicated on the plan detail.

2.3 ACCESSORIES

1. Part Number and Color: [981, Black] [991, Green].
4. Open Surface Area: 31.50 square inches.

B. 12-Inch-Square Grates:
1. Part Number and Color: [1211, Black]
4. Open Surface Area: 50.76 square inches.
5. Inlet Capacity: 155.28 gpm.

C. 12-Inch-Square Low-Profile Adapters:
1. Part Number: 1230.
2. Bayonet bottom outlet.

D. 3-Inch and 4-Inch Universal Locking Outlets:
1. Part Number: 1243.
2. Color: Black.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine areas to receive manufactured dry wells.
B. Notify Architect of conditions that would adversely affect installation or subsequent use.
C. Do not begin installation until unacceptable conditions are corrected.

3.2 INSTALLATION

A. Install manufactured dry wells in accordance with manufacturer's instructions at locations indicated on the Drawings.
B. Excavate hole for manufactured dry wells to dimensions and elevations indicated on the Drawings.
C. Excavate trench to slope towards manufactured dry wells as indicated on the Drawings.

D. Install manufactured dry wells level and plumb.

E. Connect pipes to manufactured dry wells in accordance with manufacturer’s instructions.

F. Do not allow soil from entering manufactured dry wells or pipes.

G. Backfill evenly around manufactured dry wells with specified material.

H. Ensure no large stones or debris are in contact with manufactured dry wells.

3.3 ADJUSTING

A. Remove and replace with new material, damaged components that cannot be successfully repaired.

3.4 PROTECTION

A. Protect Work of this Section to ensure that Work will be without damage or deterioration at time of Substantial Completion.

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

Item No. 8 – Aggregate Base to Place
This item shall consist of furnishing and installing aggregate base (AB) under all concrete flatwork, and asphaltic pavement as shown on the plans in conformance with Section 10, and 17 of the Standard Specifications and these Special Provisions.

A. Aggregate Base shall be Class II, per Section 26 of the State Standard Specifications.

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

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

Item No. 9 - Concrete Flatwork to Construct
This item shall consist of furnishing and constructing reinforced Concrete Flatwork as shown on the plans in conformance with Sections 10, 18, and 24 of the Standard Specifications and as amended by
these Special Provisions.

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

B. **Expansion & Score Joints** shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score joints shall be located where indicated on the plans and edged to a three-eighths inch (3/8") radius

C. **Finish** shall conform to Section 24-7 of the Standard Specifications with the following exception: the concrete shall be broomed perpendicular to the sidewalk edge with a medium finish.

D. **Test Panel** shall be **required** and shall be poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 36" X 36" X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.

E. **Reinforcement** shall be intermediate grade and deformed in conformance with “deformed billet-steel bars for concrete reinforcement” (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

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

**Item No. 10 - Stabilized Decomposed Granite Pavement**

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

A. **Decomposed Granite**: Decomposed granite, hereafter referred to as “DG”, shall be Gold Track Fines as available from Granite Construction Co., Felton Quarry, Felton, CA 95018, (831) 335-3445, or “Butte” crushed rock fines, distributed by CL Smith, Woodland, CA (9530) 662-2633, or approved equal.

B. **Submittal**: Prior to placement of decomposed granite the Contractor shall submit a product sample and material summary sheet to the Project Landscape Architect a representative sample of decomposed granite for use on this project for approval. No decomposed granite shall be placed prior to receiving the Project Landscape Architect's approval.

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

D. **Cement**: Portland cement shall be DTSS Type II Modified added to the DG at the ratio of 12-15
lbs. per ton of decomposed aggregate.

E. **Mixes:** The quantity of water added to the mixture shall be adjusted to the absolute minimum required to permit uniform mixing. The materials shall be mixed in a drum-type mixer on the job or at a central mixing plant. The Contractor shall provide the Engineer sufficient notice of his intent to begin mixing so that the Engineer can provide inspection of the batching and mixing operation.

F. **Landscape Weed Fabric** shall be DeWitt Weed Barrier Landscape Fabric, 3.5 ounce, 12 yr, Color Brown, UV treated, spunbonded fabric or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

G. **Metal Anchor Pins** shall be by Dewitt or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

H. **Test Sample:** Provide a 10’ by specified width as a test sample, to be approved prior to installation. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test sample. If the test is found to be unsatisfactory by the City, additional test samples shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test sample shall be the same as those used throughout the installation of stabilized decomposed granite paving.

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

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

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

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

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

**Item No 11 – 9” Concrete Mow Strip to Construct**
This item shall consist of constructing 9” Concrete Mow Strip as shown on the plans in conformance
with Section 10, 19 and 24 of the Standard Specifications and these Special Provisions.

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

B. **Reinforcement** shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM Designation A615) and with Section 21 of the Standard Specifications. Rebar shall be as shown on the plans.

C. **Subgrade** shall conform to Section 19 of the Standard Specifications, with the following exception: relative compaction shall be 85%.

D. **Finish** shall be broomed parallel to the mow strip edge with a medium broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.

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

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

**Item No. 12 - 6" Raised Curb to Construct**
This item shall consist of constructing 6" Raised Curb as shown on the plans in conformance with Sections 10, 19, 24 and 38 of the Standard Specifications and these Special Provisions.

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

B. **Subgrade** shall have a relative compaction of 85%. Subgrade shall be uniformly damp and free from standing water.

C. **Finish** shall be broomed parallel to the curb edge with a medium finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans. Do not dampen brooms. Protect adjacent finished surfaces from splatters. Do not add water to concrete at job site, fog or spray surface with water, or put onto tools or brooms.

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

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

**Item No. 13 – Accessible Raised Planters to Construct**
This item shall consist of constructing Accessible Concrete Plots as shown on the plans in conformance with Sections 10, 19, 24 and 38 of the Standard Specifications and these Special Provisions.

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

B. *Subgrade* shall have a relative compaction of 85%. Subgrade shall be uniformly damp and free from standing water.

C. *Reinforcement* shall be as shown on the plans.

D. *Finish* shall be broomed parallel to the curb edge with a medium finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans. Do not dampen brooms. Protect adjacent finished surfaces from splatters. Do not add water to concrete at job site, fog or spray surface with water, or put onto tools or brooms.

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

F. *PVC Weep Holes* shall be installed as shown on the plans and detail thereon.

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

**Item No. 14 – Post and Cable Fence to Install**
This item shall consist of furnishing and installing a Post and Cable Fence to Install at the locations shown on the plans, in conformance with the Standard Specifications and these Special Provisions.

A. *Post* shall be 6" X 6" x 6' Douglas fir post pressure treated for underground use. The post shall not have significant splintering. If the contractor cuts the Douglas fir post they must seal in all areas which have been cut with Thompson’s Water Seal Advanced Clear Multi-Surface Waterproofer or equal.

B. *All bolts and cable clamps* shall be galvanized steel to minimize rust.

C. *Concrete Footing* shall be Portland Cement Concrete Class "C", conforming to Section 10-1/5 of the Standard Specifications.
Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Post and Cable Fence as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No. 15 – 10’ Wide Double Swing Chain Link Gates to Install**
This item shall consist of furnishing and installing a Double Chain Link Gate as shown on the plan in conformance with Section 10-38 and 31 and Standard Drawing T-90 of the Standard Specifications and these Special Provisions.

A. **Gates** shall be two 6' tall by 3' wide with horizontal and vertical supports. Corners shall be jointed by heavy pressed steel fittings. Gate frame shall be equipped with adjustable truss assemblies and complete malleable iron hinges, catch, stops and center rest. Hinges shall permit the gate to swing back against fence 180 degrees as required. Gate latch shall conform to handicap accessibility standards. Fabric shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.

B. **Tie Wires** shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.

C. **Fabric** shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.

D. **Terminal or Corner Post** shall be 2.875” O.D. - G.S.P., or high tensile strength steel pipe manufactured from cold formed steel conforming to ASTM A569 and weighing 5.79 or 4.64 lbs. per linear foot, respectively.

E. **3/8” Truss Rod and Turnbuckle** shall be galvanized and installed as shown on Drawing C.E. 11 of the Standard Specifications.

F. **Post Tops, Stretcher Bars** and other required fittings and hardware shall be hot-dip galvanized and shall be of malleable iron, cast iron, or pressed steel.

G. **Concrete Footings** shall be Class D Portland cement type II concrete conforming to Sections 10, 31 and Drawing T-90 of the Standard Specifications. All post holes shall be dug by hand to avoid damaging existing utilities.

H. **Drop Bolt**—Shall be by Lecinox Model # VSFQFAL with adapter #6403 or approved equal and it is available through Hoover Fence Co. The Drop Bolt shall be installed as specified by the manufacture.

I. **Fork Latch assembly** shall be commercial grade and shall be able to accommodate a minimum of 3/8” pad lock shank.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in Double Chain Link Gate as shown on the plan, as specified in these Special Provisions and as directed by the Inspector.
**Item No 16 – 4' Wide Arch Gate to Install**
This item shall consist of furnishing and installing a 4’ wide single swing tubular steel arch gate with keypad lock as shown on the plan in conformance with these Special Provisions.

This item shall consist of furnishing and installing 6’ Chain Link Fence as shown on the Plans in conformance with Sections 10-38 and 31, and Standard Drawing T-90 of the Standard Specifications and as amended by these Special Provisions.

A. **Top Rail and Bottom Tension Wire** shall be used. Top Rail and Braces shall be 1.660” O.D. - G.S.P., or cold formed steel pipe, as stated in Paragraph C, and shall weigh 2.27 or 1.83 lbs. per linear foot, respectively.

B. **Tie Wires** shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.

C. **Fabric** shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications, and shall have 1” square opening maximum.

D. **Terminal or Corner Post** shall be 2.875” O.D. - G.S.P., or high tensile strength steel pipe manufactured from cold formed steel conforming to ASTM A569 and weighing 5.79 or 4.64 lbs. per linear foot, respectively.

E. **Line Post** shall be 2.375” O.D. - G.S.P., or cold formed steel pipe, as stated in Paragraph C, and shall weigh 3.65 or 3.117 lbs. per linear foot, respectively.

F. **3/8” Truss Rod and Turnbuckle** shall be galvanized and installed as shown on Drawing C.E. 11 of the Standard Specifications.

G. **Post Tops, Stretcher Bars** and other required fittings and hardware shall be hot-dip galvanized and shall be of malleable iron, cast iron, or pressed steel.

H. **Posts** shall be per plan.

I. **Gate Frame** shall be per plan.

J. **Gate Latch** shall be per plan.

K. **Gate Hinge** shall be per plan.

L. **Self-Closing Gate Closure** shall be heavy duty outdoor hydraulic gate closure. The Contractor shall submit a cut sheet with the product information / specification for approval by the Landscape Architect.

M. **Knox Box**: shall be provided by the City of Sacramento.

N. **Key Pad Lock and Touch bar Hardware** – shall be per plans and shall be installed per the manufacturer’s specifications. The contractor shall submit all manuals and keys supplied by the vendor for the new device to the City. The Contractor shall submit a cut sheet with the product information / specification for the following items for approval for the Landscape Architect.
1. **Touch bar Hardware:** Touch bar Crash Bar shall be XP 98/99, Rim Exit Device manufactured by Von Duprin or approved equal. Contractor shall provide and install as per manufacturer's specifications.

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

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**O. Concrete Footings** installed as shown on the plans and shall be Class “C” or “D” Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications. Concrete footings shall be 2'-6" deep by 12" in diameter.

**P. Submit shop drawings** for review and approval prior to ordering materials. Shop drawings shall show dimensions, sizes, thickness, gauges, finishes, joining, attachments, and relationship of work to adjoining construction.

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

**Item No. 17 – 6’ High Chain Link Fence**

This item shall consist of furnishing and installing 6' Chain Link Fence as shown on the Plans in conformance with Sections 10-38 and 31, and Standard Drawing T-90 of the Standard Specifications and as amended by these Special Provisions.

**A. Top Rail and Bottom Tension Wire** shall be used. Top Rail and Braces shall be 1.660" O.D. - G.S.P., or cold formed steel pipe, as stated in Paragraph C, and shall weigh 2.27 or 1.83 lbs. per linear foot, respectively.

**B. Tie Wires** shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.

**C. Fabric** shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.

**D. Terminal or Corner Post** shall be 2.875" O.D. - G.S.P., or high tensile strength steel pipe manufactured from cold formed steel conforming to ASTM A569 and weighing 5.79 or 4.64 lbs. per linear foot, respectively.

**E. Line Post** shall be 2.375" O.D. - G.S.P., or cold formed steel pipe, as stated in Paragraph C, and shall weigh 3.65 or 3.117 lbs. per linear foot, respectively.
F. 3/8” Truss Rod and Turnbuckle shall be galvanized and installed as shown on Drawing C.E. 11 of the Standard Specifications.

G. Post Tops, Stretcher Bars and other required fittings and hardware shall be hot-dip galvanized and shall be of malleable iron, cast iron, or pressed steel.

H. Concrete Footings shall be Class D Portland cement type II concrete conforming to Sections 10, 31 and Drawing T-90 of the Standard Specifications.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in completing the 6’ Chain Link Fence as shown on the Plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No. 18 – Community Garden Entry Sign**
This item shall consist of furnishing and installing a metal community garden entry sign as shown on the plan and details, and in conformance with these Special Provisions.

Finish – Sign shall be powder coated Black.

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

**Item No. 19 – 2” x 4” Trex Header to Place**
This item shall consist of furnishing and installing 2 x 4 Trex Header Board as shown on the plans and as specified in the Special Provisions.

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

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

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

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

**Item No. 20 – Imported Topsoil**
This item shall consist of furnishing and placing imported premium blend topsoil (evenly mixed 70% topsoil/30 % humic compost) in the community garden plots, and raised accessible planter as shown on the plans, in conformance with the plans and these specifications and in conformance with Section 14 of
the Standard Specifications and as directed by the Park Construction Inspector.

A. Certification stating quantity, type, and composition, weight and origin for all import topsoil shall be delivered to the City Representative before the material is used on the site.

B. Soil Samples shall be provided, a one-quart sample of the import topsoil shall be sent to Soil and Plant Laboratory of Santa Clara, (408) 727-0330, for their testing for conformance to this specification. No material shall be delivered to the site, until the City Representative approves the material. All testing costs shall be paid for by the Contractor. Contractor shall allow for sufficient time for such testing prior to construction. Testing costs for the initial samples and costs for any additional samples due to non-compliance shall be paid for by the Contractor.

C. Import Topsoil shall be a homogeneous mineral soil classified as sandy loam, or fine sand. Particle size data shall be based upon standard USDA methodology. Of the material falling in the sand category, a minimum of 80% shall fall in the fine sand range .05 - 5mm. Gravel content greater than 2.0mm shall be less than 15%. Import topsoil shall not contain more silt and clay than the on-site native soil. The sum of silt plus clay shall be less than 25%; the soil shall be nonsaline as determined on the saturation extract. Salinity shall not exceed 3.0 mmhos/cm, boron shall not exceed 1.0 ppm and the sodium absorption ratio (SAR) shall not exceed 6.0. Soil reaction as determined on a saturated paste shall fall between 5.5 and 7.5. The soil shall be free of organic herbicides, or other growth-restricting chemicals. Contamination may be tested by greenhouse trials using rye grass and radish as test crops using the proposed import soil as substrate. These trials require four to five weeks for completion.

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

Item No. 21 - Compost Bins
This item shall consist of furnishing and installing Compost Bins as shown on the plans and as specified in the Special Provisions.

Compost Bin shall be as shown on the plans.

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

Item No. 22 - 8' x 10' Tuff Shed to Install
This item shall consist of furnishing and installing a 8' x 10' Tuff Shed as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.
A. **Storage Shed** shall be a by Tuff Shed, model: Premier Pro Series, Pro Ranch, Size 8’ x 10’ or approved equal, painted shed, with options organization package, turbine vent, ridge vent, radiant barrier roof decking, 30 year shingle upgrade and screen vents.

B. Shed shall be installed directly onto a concrete pad with J-bolts as shown on the plan and detail. Concrete shall be paid for under "Concrete Flatwork", of these Special Provisions. Bolt pattern shall be provided by Tuff Shed. No 2"x6" galvanized steel floor joist system required. J-bolts shall be installed as specified by the manufacturer and shall be provided by the contractor.

1) Heavy-Duty 3/4" Tongue & Groove Plywood Flooring

2) Large Three (3) FT Wide Steel Reinforced Door

3) Patented Keyed Locking Handle

4) Premium Siding with a 50-Year Limited Warranty

5) 1"x4" Pre-Primed Forestrim® Trim Boards

6) Owens Corning® PRO 30 Shingles with a 30-Year Limited Warranty

7) 15# Roofing Felt Paper

8) Radiant Barrier Roof Decking (5/8")

9) Extremely Strong 2"x4" Rafters Joined with Steel Plates

10) Double Top Plates on All Walls

11) Baked Enamel Steel Drip Edge

12) 16" On-Center Framing with 3 Studs in Every Corner for Extra Strength

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

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

**Payment** shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing Benches to Install as shown on plans, as specified in these Special Provisions and as directed the Landscape Architect.
**Item No. 23 – Park Rule Sign to Install**
This item shall consist of proving materials and installing various Park Rules Signs as shown on the Plans in conformance with these Special Provisions and the City Standard Specifications and Standard Drawing No. T-270.

A. **Sign** shall be provided by the City, for installation by the Contractor.

B. **Stainless Steel Nuts & Bolts** shall be vandal resistant bolts with the nuts tack welded on to reduce theft.

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

**Item No. 24 – Message Board to Install**
This item shall consist of furnishing and installing a Message Board as shown on the plans in conformance with these Special Provisions and the manufacturer’s specifications.

A. **Message Board** shall be per Plans, or approved equal, and installed per the manufacturer’s instructions.

B. **Anchor Bolts** shall be installed as specified by the manufacturer and shall be provided by the Contractor.

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

**Item No. 25 - 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. **Gate Valves** shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be lead free and shall be manufactured by Nibco, Model number T-113LF or approved equal and as shown on the plans and shall be installed at the locations as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.

B. **Valve Boxes** shall be installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.

C. **Electrical** shall conform to Section 34 of the Standard Specifications.
D. **Plastic Irrigation Pipe Fittings** shall conform to Section 10-46 of the Standard Specifications with the following addition: All fittings on the upstream of the valve shall be schedule 80 PVC and all of the fittings downstream of the irrigation valve shall be schedule 40 PVC.

E. **Main Line Pipe** shall conform to Section 10-44 of the Standard Specifications and be amended as follows: Main line shall be schedule 40 solvent weld for lines 2” and smaller and class 315 PVC for lines 2½” and larger shall be PVC rubber ring and gasket. Main line pipes 2” and larger shall have concrete thrust blocking in conformance with Section 27-6 and Standard Drawing No. “W-103” of Section 38 of the Standard Specifications. The contractor shall pressure test the irrigation main line with the inspector present. The pressure test shall consist of the contractor pressurizing the mainline to 150 PSI for two hours with zero pressure loss with either the Inspector or Landscape Architect present.

F. **Lateral Line Pipe** or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld PVC pipe and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.

G. **Trench Backfill** shall be installed at no more than 6” lift and each lift shall be compacted to 85% relative density in landscaped areas and compacted to 95% within future paving areas. Mainline trenches shall also have 3” of sand below the mainline and 6” of sand above the conduit.

H. **PVC Primers and Solvent welded** - PVC pipes will require the following primer and solvent glue applications. Primer shall consist of Weld-On P-70 Industrial Grade Primer and the PVC Solvent Cement shall be Weld-On 711 Heavy Bodied Cement, or approved equal. The primer and solvent cement shall be installed per manufactures specifications.

I. **Irrigation Sleeves** – Shall conform to the Standard Specifications 36-8. The minimum diameter of the sleeve shall be at least two times the diameter of the conduit going through the sleeve. The sleeve shall extend a minimum of 1’ beyond the edge of the paving.

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

**Item No. 26 – Hose Bib System to Install**

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

A. **Plastic Irrigation Pipe Fittings** shall conform to Section 10-46 of the Standard Specifications with the following addition: All pressure fittings for PVC pipe shall be Schedule 80.

B. **Hose Bibs** shall be either a single or double hose bib with hose vacuum breaker attachment as shown on the plans.

C. **Recycled Plastic Post** shall be per plans.
D. **Metal Straps** shall be per plans.

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

**Additive Alternate Bid Items**

**Additive Alternate Item No. A1 – Picnic Improvements (Tables and Pad)**
This item shall consist of furnishing and installing regular and accessible tables, on a concrete pad as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. **Aggregate Base** for picnic area shall be as stated under Aggregate Base of these Special Provisions.

B. **Concrete Pad** for picnic area shall be as stated under Concrete Flatwork of these Special Provisions.

C. **Picnic Tables** shall be per plans, or approved equal, and installed per manufacturer's instructions.

D. **Anchor Bolts** shall be installed as specified by the manufacturer and shall be provided by the Contractor.

E. **ALL Bolts** shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/nuts shall be **tack welded** and all remaining exposed bolts/nuts shall be tightened and secured with **Loctite Adhesive**, red 271 for a permanent installation.

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

**Item No. A2 – Additional Garden Plots and Decomposed Granite Pavement**
This item shall consist of furnishing and installing garden plots grading, 6"raised curb, hose bib system, and stabilized decomposed granite pavement as identified by the area within heavy dashed line as Additive Alternate A2, shown on the plans in conformance with Sections 10, 18, and 24 of the Standard Specifications and as amended by these Special Provisions.

A. **Site Grading** shall comply with the Bid Item for Site Grading of these Special Provisions.

B. **6" Raised Curb** shall comply with the Bid Item for 6" Raised Curb of these Special Provisions.

C. **Hose Bib System** shall comply with the Bid Item for Hose Bib System of these Special Provisions.
D. **Stabilized Decomposed Granite Pavement** shall comply with the Bid Item for Stabilized Decomposed Granite Pavement of these Special Provisions.

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 Additional Garden Plots and Decomposed Granite Pavement as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.