Title: Contract: Woodlake, Camellia and Nielsen Park Improvements Project

Location: Council Districts 2, 6 and 8

Recommendation: Pass a Motion: 1) approving the construction plans and specifications for the Woodlake, Camellia and Nielsen Park Improvements Projects; 2) awarding the contract to TJR Resources, Inc. for $916,997; and 3) authorizing the City Manager or City Manager’s designee to execute the contract.

Contact: Raymond Costantino, Manager, (916) 808-1949; Dennis Day, Landscape Architect, (916) 808-7633, Department of Youth, Parks, & Community Enrichment

Presenter: None

Attachments:
1-Description/Analysis
2-Contract
Description/Analysis

Issue Detail: The Department of Youth, Parks, & Community Enrichment is seeking approval to award a contract to TJR Resources, Inc. for the Woodlake, Camellia and Nielsen Park Improvements projects.

The Woodlake Park Improvements project (L19147100) consists of temporary construction fencing, demolition, removal and replacement of existing playground equipment and playground wood fiber, accessibility improvements, concrete paving and mow bands, tubular steel gates and fencing repairs, turf sod, bark mulch, park and playground rule signage.

The Camellia Park Improvements project (L19202500) consists of temporary construction fencing, tennis court posts and nets, tennis court crack repairs, tennis court surfacing, color coat and striping, chain link fence repairs, concrete paving, irrigation modifications, tree planting, turf sod, park and tennis court rule signage, drinking fountain replacement, and benches.

The Nielsen Park Improvements project (L19141500) consists of temporary construction fencing, demolition, removal and replacement of existing playground equipment and playground wood fiber, concrete paving and mow bands, park and playground rule signage, tennis and basketball rule overlay, tennis court posts and nets, basketball standards, petromat overlay, tennis court surfacing, color coat and striping, concrete paving, irrigation modifications, tree planting, turf sod, picnic tables, benches, drinking fountain replacement, replace park name sign and installation of a 32’ x 32’ fabric shade canopy over the tot lot.

Construction of the Woodlake, Camellia and Nielsen Park Improvements projects is expected to be completed by early spring 2019.


Policy Considerations: City Code Chapter 3.60 provides that City Council approval is required to enter into construction agreements over $100,000.

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

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

The park construction projects in the amount of $916,997 is expected to create 3.67 jobs (2.11 direct jobs and 1.56 indirect jobs through indirect and induced activities). Furthermore, it will create $566,186 in total economic output ($356,871 of direct output and $209,315 of output through indirect and induced activities).

**Environmental Considerations:** The proposed projects have been determined to be exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines Sections 15301, existing facilities, and 15303 (d) and (e), new construction of small structures. The projects consist of the repair and minor alterations of existing public facilities, mechanical equipment, and topographic features, including the renovation of the existing park facilities and the construction and installation of a limited number of new small facilities and equipment. A Notice of Exemption was filed with the County of Sacramento, County Clerk on July 30, 2018. No further review is required.

**Sustainability:** The park improvements are consistent with sustainable design through the use of recycled materials and local suppliers.

**Commission/Committee Action:** None

**Rationale for Recommendation:** The formal bidding process for the Woodlake, Camellia and Nielsen Park Improvements projects was posted in accordance with City Code 3.60 and Administrative Policy AP-4002. The bids were opened on September 12, 2018. Staff received four bids and the results are listed below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>Additive Alternates</th>
<th>Total</th>
<th>LBE %</th>
</tr>
</thead>
<tbody>
<tr>
<td>TJR Resources, Inc.</td>
<td>$881,909</td>
<td>$113,376</td>
<td>$995,285</td>
<td>24.46%</td>
</tr>
<tr>
<td>Soracco, Inc.</td>
<td>$936,466</td>
<td>$102,380</td>
<td>$1,038,846</td>
<td>7.70%</td>
</tr>
<tr>
<td>Olympic Land Construction</td>
<td>$1,087,750</td>
<td>$177,150</td>
<td>$1,264,900</td>
<td>100%</td>
</tr>
<tr>
<td>Martin General Engineering, Inc.</td>
<td>$1,145,000</td>
<td>$200,000</td>
<td>$1,345,000</td>
<td>23.13%</td>
</tr>
</tbody>
</table>
The Engineer’s Estimate for the base bid was $812,826 and $110,661 for all the additive alternates, for a total amount of $923,487.

The low bidder was determined on the base bid plus all additive additives.

Pursuant to City Code Sections 3.60.020 and 3.60.360 E, it was determined that TJR Resources, Inc. offered the lowest responsive bid and is a responsible bidder. The contract award is for the base bid plus additive alternates 1 and 2 for both Camellia and Nielsen Parks in the amount of $916,997. There were no additive alternates awarded for Woodlake Park.

**Financial Considerations:** The total contract amount is $916,997. This includes the base bid, in the amount of $881,819, plus additive alternates 1 and 2 for both Camellia and Nielsen Parks, in the amount of $35,178. The additive alternative items are drinking fountain replacements, tree planting, concrete paving replacement and park bench replacement. The Woodlake Park Improvements project doesn’t include any additive alternative items in the scope. There is sufficient funding in L19147100, L19202500, and L19141500 to award the contract.

These are existing parks; the annual maintenance and utilities costs are covered in the Department of Youth, Parks, & Community Enrichment’s operating budget for maintenance, water, and utility costs for the budget adopted in the applicable fiscal year.

**Local Business Enterprise (LBE):** TJR Resources, Inc. exceeded the 5% LBE participation requirement.
AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification 10-2, 2018, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and TJR Resources, Inc., 11358 Sunrise Gold Circle, Suite B, Rancho Cordova, CA 95742 ("Contractor") in the amount of $916,997.00.

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:

    Notice to Contractors
    Proposal Form submitted by the Contractor
    Instructions to Bidders
    Subcontractor and Local Business Enterprise Participation Form
    Drug-Free Workplace Policy and Affidavit
    Construction and Demolition (C&D) Debris Recycling Requirements
    Workers’ Compensation Insurance Certification
    Federal or State funding requirements (if applicable)
    Local Business Enterprise (LBE) Requirements
    Requirements of the Non-Discrimination in Employee Benefits Code
    Ban-The-Box Requirements
    Notice Regarding Assembly Bill 626
    Addenda, if any
    This Agreement
    Standard Specifications
    Special Provisions
    Plans and Technical Specifications
    The drawings and other data and all developments thereof prepared by City pursuant to the Contract
    Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders

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

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

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

4. SCOPE OF CONTRACT

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

Woodlake, Camellia & Nielsen Park Improvements
(PN: L19147100, L19202500, L19141500)
Bid #B1819112120

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

Nielsen Park A1 – Drinking Fountain to Replace $5,284.00
Nielsen Park A2- Pedestrian Concrete Paving to Replace & Benches to Install $23,378.00
Camellia Park A1 – Drinking Fountain to Replace $5,305.00
Camellia Park A2 – Trees to Plant (15 gal.) $1,121.00

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 60 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 One Thousand Dollars ($1,000) 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 8-4-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

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

16. INDEMNITY AND HOLD HARMLESS

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

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

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

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

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

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

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

A. Minimum Scope & Limits of Insurance Coverage

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

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

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

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

(Contractor initials)

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

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

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

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

(Contractor initials)

B. **Additional Insured Coverage**

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

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

C. **Other Insurance Provisions**

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

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

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.
(3) Coverage shall state that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

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

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

(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, assembly, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

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

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

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

25. CHANGES IN THE WORK

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

26. TERMINATION AFTER COMPLETION DATE

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

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

27. TERMINATION FOR CONVENIENCE

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

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

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

C. For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of
the Contract is sublet or assigned without the consent of the City, or if the Engineer
determines in the Engineer’s sole discretion that the conditions of the Contract in respect
to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily
delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the
terms or conditions of the Contract, or if Contractor refuses or fails to supply enough
properly skilled labor or materials or refuses or fails to make prompt payment to
subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or
proper instruction or orders of the Engineer, then, notwithstanding any provision to the
contrary herein, the City may give Contractor and its Sureties written notification to
immediately correct the situation or the Contract shall be terminated.
In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

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

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City’s right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

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

30. SURETIES’ OBLIGATIONS UPON TERMINATION

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

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

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

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

C. The above provisions shall apply in all instances unless prohibited by the funding
source for the Agreement.

33. NON-DISCRIMINATION IN EMPLOYEE BENEFITS

This Agreement may be subject to the requirements of Sacramento City Code Chapter
3.54, Non-Discrimination in Employee Benefits by City Contractors. The Contract
Documents include a summary of the requirements of Sacramento City Code Chapter
3.54, entitled “Requirements of the Non-Discrimination in Employee Benefits Code.” By
signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor’s compliance. Any violation by Contractor of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies.

34. CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. The Contract Documents include a summary of the requirements of Sacramento City Code Chapter 3.62, entitled “Ban-The-Box Requirements.” By signing this Agreement, Contractor acknowledges and represents that Contractor has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by City, Contractor agrees to promptly provide such documents and information as may be required by City to verify Contractor’s compliance. Any violation by Contractor of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the City may terminate the Agreement and pursue all available legal and equitable remedies. Contractor agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.
IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

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

DATE __________________________

BY __________________________

Thom Murphy

Print Name

President

Title

BY __________________________

Thom Murphy

Print Name

Recevier

Title

10000003513

DIR Registration #

46-2041689

Federal ID/

3659463

State ID/

1024663

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

Type of Business Entity (check one):

☐ Individual/Sole Proprietor

☐ Partnership

☐ Corporation

☐ Limited Liability Company

☐ Other (please specify: ________________________)

CITY OF SACRAMENTO

a municipal corporation

DATE __________________________

BY __________________________

For: Howard Chan, City Manager

Original Approved As To Form:

Attest:

City Attorney

City Clerk

Form approved by City Attorney 1-11-17

19
WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to:
TJR Resources, Inc., 11358 Sunrise Gold Circle, Suite B, Rancho Cordova, CA 95742 as principal, hereinafter called Contractor, a contract for construction of:

Woodlake, Camellia & Nielsen Park Improvements
(PN: L19147100, L19202500, L19141500)
Bid #B1819112120

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

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

Developers Surety and Indemnity Company, 17771 Cowan, Ste. 100, Irvine, CA 92614

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: $916,997.00, 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 September 28, 2018

TJR Resources, Inc.

By: ____________________________
[Contractor] [Seal]

Title: __________________________
[Thomas Murphy, Present]

Developers Surety and Indemnity Company

By: ____________________________
[Surety] [Seal]

Title: __________________________
[Breanna Bofman, Attorney-In-Fact]

Agent Name and Address

InterWest Insurance Services, LLC

8950 Cal Center Dr., Bldg. 2, Suite 200, Sacramento, CA 95836

Agent Phone # 800-444-4134

Surety Phone # 800-782-1546

California License # 0801094
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 September 28, 2018 before me, Marissa Robinson, Notary Public
(insert name and title of the officer)

personally appeared Breanna Bofman, 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 ___________________ (Seal)
POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PC Box 19725, IRVINE, CA 92623 (949) 263-3300

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

***Richard W. Pratt, Renee Ramsey, Katherine Gordon, Joseph H. Weber, John J. Weber, Vicky Tryan, Breanna Bohman, Stephanie Agepoff, jointly or severally***

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

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2009.

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 8th day of February, 2017.

By: [Signature]
Daniel Young, Senior Vice-President

By: [Signature]
Mark Lansden, Vice-President

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

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
personally appeared Daniel Young and Mark Lansden
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Lucille Raymond, Notary Public

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California this 28th day of September, 2018.

By: [Signature]
Cassie J. Barfield, Assistant Secretary

ATS-102 (2017)
WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to
TJR Resources, Inc., 11358 Sunrise Gold Circle, Suite B, Rancho Cordova, CA 95742 as principal, hereinafter called Contractor, a
contract for construction of:

Woodlake, Camella & Nielsen Park Improvements
(PN: L19147100, L19202500, L19141500)
Bid #B1819112120

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 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):

TJR Resources, Inc. 

Developers Surety and Indemnity Company, 17771 Cowan, Ste. 100, Irvine, CA 92614, 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 $916,997.00, 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 September 28, 2018.

TJR Resources, Inc.

By __________________________

(Contractor) (Seal)

Title: President

Developers Surety and Indemnity Company

By __________________________

(Surety) (Seal)

Title: Breanna Bofman, Attorney-In-Fact

Agent Name and Address

InterWest Insurance Services, LLC

8950 Cal Center Dr., Bldg 3, Suite 200, Sacramento, CA 95826
Agent Phone # 800-444-4134
Surety Phone # 800-782-1546
California License # 0010094

ORIGINAL APPROVED AS TO FORM:

City Attorney

Effective 7-1-12

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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 September 28, 2018 before me, Marissa Robinson, Notary Public
(insert name and title of the officer)

personally appeared Breanna Bofman 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 ____________ (Seal)
POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box (9729, IRVINE, CA 92623 (949) 269-3500

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

***Richard W. Pratt, Renee Ramsey, Katherine Gordon, Joseph H. Weber, John J. Weber, Vicky Troyan, Breanna Bofman, Stephanie Agapoff, jointly or severally***

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

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

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 8th day of February, 2017.

By:  
Daniel Young, Senior Vice-President

By:  
Mark Lusden, Vice-President

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

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
personally appeared Daniel Young and Mark Lusden, 

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

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

WITNESS my hand and official seal.  

Signature  
Lucille Raymond, Notary Public

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 28th day of September, 2018.

By:  
Cassie J. Bennisford, Assistant Secretary

AT-1003 (02/17)
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:

**Woodlake, Camellia & Nielsen Park Improvements**

(PN: L19147100, L19202500, L19141500)

Bid #B1819112120

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:

### WOODLAKE PARK

<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</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 53,660.00</td>
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<td>2</td>
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<td>LUMP SUM</td>
<td>$ 18,779.00</td>
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<tr>
<td>3</td>
<td>Tree Protection Fencing</td>
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<td>LS</td>
<td>LUMP SUM</td>
<td>$ 10,812.00</td>
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<td>4</td>
<td>Play Area Catch Basins to Clean and Flush</td>
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<td>LS</td>
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<td>$ 20,790.00</td>
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<tr>
<td>5</td>
<td>Pedestrian Concrete Paving</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 25,799.00</td>
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<td>6</td>
<td>Stabilized Decomposed Granite Paving</td>
<td>1</td>
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<td>$ 12,249.00</td>
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<td>7</td>
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<td>$ 7,299.00</td>
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<td>8</td>
<td>Type 1 Play Area Curb</td>
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<tr>
<td>9</td>
<td>Tubular Steel Fence Modifications</td>
<td>1</td>
<td>LS</td>
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<td>10</td>
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<tr>
<td>11</td>
<td>Park Rule Signs to Install</td>
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<tr>
<td>12</td>
<td>Playground Rule Signs to Install</td>
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<td>LS</td>
<td>LUMP SUM</td>
<td>$ 6,532.00</td>
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<tr>
<td>13</td>
<td>Replace Curb and Gutter</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 15,505.00</td>
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<tr>
<td>14</td>
<td>12&quot; Concrete Mow Band</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 10,993.00</td>
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<tr>
<td>15</td>
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<td>LS</td>
<td>LUMP SUM</td>
<td>$ 22,133.00</td>
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<td>16</td>
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<td>LS</td>
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<td>$ 28,157.00</td>
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<td>17</td>
<td>Playground Wood Fiber to Place</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 19,895.00</td>
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<td>18</td>
<td>Swing Mat to Install</td>
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<td>Item No.</td>
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<td>Unit</td>
<td>Unit Price</td>
<td>Total</td>
</tr>
<tr>
<td>---------</td>
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<td>--------------</td>
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<tr>
<td>19</td>
<td>Irrigation Modifications</td>
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<td>LUMP SUM</td>
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<tr>
<td>20</td>
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<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
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<tr>
<td>21</td>
<td>Bark Mulch to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
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<tr>
<td></td>
<td><strong>WOODLAKE PARK SUBTOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ 409,869.00</strong></td>
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**CAMELLIA PARK**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>22</td>
<td>Temporary Construction Fence</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 2047.00</td>
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<tr>
<td>23</td>
<td>Demolition</td>
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<td>LS</td>
<td>LUMP SUM</td>
<td>$ 2436.00</td>
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<tr>
<td>24</td>
<td>Pedestrian Concrete Paving</td>
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<td>LS</td>
<td>LUMP SUM</td>
<td>$ 6430.00</td>
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<tr>
<td>25</td>
<td>6' Benches to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 6124.00</td>
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<tr>
<td>26</td>
<td>Park Rule Signs to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 332.00</td>
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<tr>
<td>27</td>
<td>Tennis Rule Signs to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 302.00</td>
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<td>28</td>
<td>6' Concrete Mow Band to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 2053.00</td>
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<tr>
<td>29</td>
<td>Chain Link Fencing Repairs</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
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<tr>
<td>30</td>
<td>Tennis Court Color Coat Surfacing and Banding</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 3030.00</td>
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<tr>
<td>31</td>
<td>Tennis Court Posts and Nets</td>
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<td>LS</td>
<td>LUMP SUM</td>
<td>$ 8452.00</td>
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<tr>
<td>32</td>
<td>Irrigation Modifications</td>
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<tr>
<td>33</td>
<td>Turf Sodding</td>
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<td><strong>CAMELLIA PARK SUBTOTAL</strong></td>
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<td></td>
<td></td>
<td><strong>$ 64,004.00</strong></td>
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**NIELSEN PARK**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
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<tr>
<td>34</td>
<td>Temporary Construction Fence</td>
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<td>LS</td>
<td>LUMP SUM</td>
<td>$ 3549.00</td>
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<tr>
<td>35</td>
<td>Demolition</td>
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<td>LS</td>
<td>LUMP SUM</td>
<td>$ 11552.00</td>
</tr>
<tr>
<td>36</td>
<td>Play Area Catch Basins to Clean and Flush</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 2079.00</td>
</tr>
<tr>
<td>37</td>
<td>Pedestrian Concrete Paving</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$ 13,308.00</td>
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<tr>
<td>38</td>
<td>Play Area Ramp</td>
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<td>LS</td>
<td>LUMP SUM</td>
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<td>Item No.</td>
<td>Item Description</td>
<td>Estimated Quantity</td>
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<td>Total</td>
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</tr>
<tr>
<td>39</td>
<td>Playground Equipment to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$212,665</td>
</tr>
<tr>
<td>40</td>
<td>Playground Wood Fiber to Place</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$207,880</td>
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<tr>
<td>41</td>
<td>Petromat Overlay</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$59,150</td>
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<tr>
<td>42</td>
<td>Court Color Coat Surfacing and Banding</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$18,531</td>
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<tr>
<td>43</td>
<td>Tennis Court Posts and Net</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$40,390</td>
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<tr>
<td>44</td>
<td>Basketball Standards and Nets</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$13,584</td>
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<tr>
<td>45</td>
<td>Bark Mulch</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$380</td>
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<td>46</td>
<td>32' x 32' Shade Canopy to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$40,602</td>
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<td>47</td>
<td>City Building Permit Inspection Coordination</td>
<td>1</td>
<td>LS</td>
<td>$500.00</td>
<td>$500.00</td>
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**NIELSEN PARK SUBTOTAL**

| WOODLAKE, CAMELLIA & NIELSEN PARKS BASE BID TOTAL | $881,709 |

**WOODLAKE PARK ADDITIVE ALTERNATE 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>A1</td>
<td>Drinking Fountain to Replace</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$5,285</td>
</tr>
<tr>
<td>A2</td>
<td>Benches and Tables to Replace</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$2,918</td>
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<tr>
<td>A3</td>
<td>Curb and Gutter, and Pedestrian Concrete Paving</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$4,187</td>
</tr>
<tr>
<td>A4</td>
<td>Trees to Plant (15 Gal.)</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$954</td>
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</tbody>
</table>

**WOODLAKE PARK ADDITIVE ALTERNATES SUBTOTAL**

<table>
<thead>
<tr>
<th>CAMELLIA PARK ADDITIVE ALTERNATE BID ITEMS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No.</td>
<td>Item Description</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>A1</td>
<td>Drinking Fountain to Replace</td>
</tr>
<tr>
<td>A2</td>
<td>Trees to Plant (15 Gal.)</td>
</tr>
</tbody>
</table>

**CAMELLIA PARK ADDITIVE ALTERNATES SUBTOTAL**

<table>
<thead>
<tr>
<th>NIELSEN ADDITIVE ALTERNATE BID ITEMS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No.</td>
<td>Item Description</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>A1</td>
<td>Drinking Fountain to Replace</td>
</tr>
</tbody>
</table>

**NIELSEN ADDITIVE ALTERNATES SUBTOTAL**

*Page 32 of 151*
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Method</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A2</td>
<td>Pedestrian Concrete Paving to Replace &amp; Benches to Install</td>
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<td>LS</td>
<td>LUMP SUM</td>
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<tr>
<td>A3</td>
<td>Fencing Fabric Repairs &amp; Basketball/Tennis Rule Signs</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$38,370</td>
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<td>A4</td>
<td>Picnic Tables to Install</td>
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<td>LS</td>
<td>LUMP SUM</td>
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<tr>
<td>A5</td>
<td>Park Entry Renovations</td>
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<td>LS</td>
<td>LUMP SUM</td>
<td>$23,104</td>
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<tr>
<td>A6</td>
<td>Trees to Plant (15 gal.) and Park Rule Sign to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$21,510</td>
</tr>
<tr>
<td>A7</td>
<td>Swing Mat to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$18,520</td>
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</tbody>
</table>

**NIELSEN PARK ADDITIVE ALTERNATES SUBTOTAL** $67,336

**WOODLAKE, CAMELLIA & NIELSEN PARKS ADDITIVE ALTERNATE TOTAL** $113,376

**CONTRACTOR NAME:** TDR RESOURCES INC

**GRAND TOTAL** $195,885

*The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after the undersigned’s receipt of the City’s notice that the undersigned will be recommended for Contract award and prior to award of the Contract by the City Council.*

It is understood that this Bid Proposal is based upon completion of the Work within a period of **60 WORKING DAYS**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contract work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed. The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be One Thousand Dollars ($1,000) for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

**DETERMINATION OF LOW BIDDER**
The determination of the low bidder will be based on the base bid and all additives, if any. However, the contract award may not include any of the additives. The City reserves the right to select which additives, if any, to include in the contract award in addition to the base bid work. If an additive is an alternative to a bid item and the additive is to be awarded, the contract amount will be based on the additive price instead of the base bid item price.

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

The City Council may reject any and all bids and waive any informalities or minor irregularities in the bids.

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

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be deemed non-responsive.
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 a 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:

<table>
<thead>
<tr>
<th>Add. #</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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</tr>
<tr>
<td>Z</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(Corporation)

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

CERTIFIED CHECK
CASHIER’S CHECK
BID BOND
MONEY ORDER
OTHER SECURITY

FOR CITY USE ONLY

Bid Bond Security

[ ] Properly Signed  [ ] Improperly Signed
[ ] Not Included  [ ] Not Required

Type of Deposit
[ ] Bid Bond  [ ] Cashier/Certified Check
[ ] Other  [ ] Initial:

Contractor:
By __________________________
(Signature)
(Print or Type)

Title: President
Address: 11358 Sunrise Gold Cr, Ste B
Rancho Cordova, CA 95742
Telephone No.: 888-423-7789
Fax No.: 888-423-7789
Email Address: tom.murphy@tjeresources.com
Date: 9/12/18
Type: A, B

Contractor’s License No.: 989449
Expiration Date: 12/31/2019
Tax I.D. Nos.- Fed: 46-2041689
DIR REGISTRATION NUMBER: 100003513
EXPIRATION DATE: 6/30/2019

City of Sacramento Business Operation Tax Certificate No.: 1024663
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE____ Cert #__________  D/B/E/SBE____ Cert # 1759799
UDBE____Cert #__________  M/WBE____Cert #__________
LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City’s contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual 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 this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

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 county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
   a. The LBE's principle business office or workspace; or
   b. The LBE’s regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☐ YES - the firm submitting the bid is qualified as a local business enterprise.
☐ NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

____________________________________________________________________________________

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

____________________________________________________________________________________
____________________________________________________________________________________

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.
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.

| Prime Contractor Name | TURBO Drainage, INC |
| Prime Contractor Address | P.O. Box 637, Rancho Cordova, CA |
| Date | 9/12/18 |
| Bid Amount | $995,285 |
| Is Prime LBE? | Yes |

| Business Name | Prewar Landscape Development |
| License Number | 58757 85SWY 626 |
| Address | 6011 Franklin Blvd |
| City, State, Zip | Sacramento, CA 95824 |
| Contact Person | Teresa Alger |
| Phone | 916-383-4671 |
| Subcontractor DIR Registration # (subject to verification) | 10000003513 |
| LBE? | Yes |
| Type of Work, Services, or Supplies to be provided to complete contract | landscaping |
| Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided | $25,000 |

| Business Name | All About Play |
| License Number | N/A |
| Address | 3844 Persico Street |
| City, State, Zip | Sacramento, CA 95838 |
| Contact Person | Kristin Perry |
| Phone | 916-207-1955 |
| Subcontractor DIR Registration # (subject to verification) | 1000010513 |
| LBE? | Yes |
| Type of Work, Services, or Supplies to be provided to complete contract | Exercise Equip, Shade Structure + Playscaped Area |
| Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided | $196,418 |

| Business Name | Arrow Fence Company |
| License Number | 436006 |
| Address | 4025 Cincinnati Ave |
| City, State, Zip | Rocklin, CA 95765 |
| Contact Person | Michael Murphy |
| Phone | 916-626-3030 |
| Subcontractor DIR Registration # (subject to verification) | 10000025818 |
| LBE? | Yes |
| Type of Work, Services, or Supplies to be provided to complete contract | Fencing |
| Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided | $53,281 |

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.

Signature: [Signature]
Title: [Title]
Date: 9/12/18

Form Revised 3/9/15
City of SACRAMENTO

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

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

Prime Contractor Name: TJE Resources, Inc
Prime Contractor Address: PO Box 637, Rancho Cordova, CA 95674
(REQUIRED) Prime Contractor DIR Registration #: 1600003313
Date: 9/12/18
Bid Amount: $995,285
Is Prime LBE? Yes

<table>
<thead>
<tr>
<th>Business Name</th>
<th>License Number</th>
<th>Subcontractor 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>
</tr>
</thead>
<tbody>
<tr>
<td>Elite Ready Mix</td>
<td>N/A</td>
<td>10000039981</td>
<td>Yes</td>
<td>Ready Mix Concrete</td>
<td>$26,000</td>
</tr>
<tr>
<td>First State Paving</td>
<td>778341</td>
<td>10000003156</td>
<td>Yes</td>
<td>Coat Surfacing + Stripping - Equip Install</td>
<td>$51,100</td>
</tr>
<tr>
<td>Sierra Asphalt, Inc</td>
<td>457414</td>
<td>1000001305</td>
<td>No</td>
<td>Pavement Overlay</td>
<td>$49,800</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: 9/12/18

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.

| Prime Contractor Name | TJB Resources, Inc |
| Prime Contractor Address | PO Box 637, Rancho Cordova, CA 95742 |
| Date | 9/12/15 |
| Bid Amount | $ 995,285 |
| Is Prime LBE? | Yes |

| Business Name | NORDCAL Outdoor Supply Co. |
| License Number | N/A |
| Address | 505 Destiny Lane, San Ramon, CA 94583 |
| City, State, Zip | UNK |
| Contact Person | JUNO |
| Phone | 925-984-2075 |
| LBE? | Yes |
| Type of Work, Services, or Supplies to be provided to complete contract | Supplier - Benches/Tables |
| Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided | $ 52,923 |

| Business Name | Ross Recreation |
| License Number | N/A 520752 BL |
| Address | 100 Baush Creek Rd, Plc 6, Santa Rosa, CA 95404 |
| City, State, Zip | JUNO 345 |
| Contact Person | JUNO 345 |
| Phone | 707-538-3900 |
| LBE? | Yes |
| Type of Work, Services, or Supplies to be provided to complete contract | Playground Equipment |
| Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided | $ 144,557 |

| Business Name | Applied Landscape Mfg |
| License Number | N/A 906054B8 |
| Address | 4500 Pacific St, Ste 0, Elk Grove, CA 95677 |
| City, State, Zip | JUNO 345 |
| Contact Person | JUNO 345 |
| Phone | 800-256-7147 |
| LBE? | Yes |
| Type of Work, Services, or Supplies to be provided to complete contract | Supplier - Engineered Playground Fiber |
| Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided | $ 27,400 |

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]

Form Revised 3/9/15
We hereby guarantee:

**Woodlake, Camellia & Nielsen Park Improvements**  
(PN: L19147100, L19202500, L19141500)  
Bid #B1819112120

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

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

Dated:  **9/27/2018**  
Signed:  

__________________________  
Thomas Murphy  
Printed Name  
TJR Resources, Inc  
Company  
PO Box 637 Rancho Cordova, CA 95741  
Address

(Rev. 5-6-91)
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>
</tr>
</thead>
</table>

If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME:  

TRE Resources, Inc

BY:  

Signature  

Title

Date: 9/2/2018

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.
Woodlake, Camellia & Nielsen Park Improvements  
(PN: L19147100, L19202500, L19141500)  
Bid #B1819112120

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: 9/27/2018  
Contractor  TJR Resources, Inc

By  
Signature
Construction and Demolition (C&D) Debris Recycling Requirements

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

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

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

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

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

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

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

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

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

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

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

2. **Waste Management Plan.** A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.
3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See Attachment 2 for list of C&D Debris Haulers and Facilities).

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

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

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

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

<table>
<thead>
<tr>
<th>Building Permit Numbers</th>
<th>Please put all known permit numbers related to this project.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Form submitted by:</strong></td>
<td>Please attach a business card, or put your name with a phone number and/or an email address.</td>
</tr>
</tbody>
</table>

This Waste Management Plan (WMP) must be submitted and approved before your building permit(s) will be issued. Only one WMP is required if a project has multiple building permits associated to it (i.e., multiple houses in a subdivision, or multiple related permits at one address). The administration fee and security deposit (if applicable) must be submitted for this form to be approved. Administration fee is 0.04% of project valuation (min $40, max $800); security deposit is 1% of valuation (max $10,000). The accompanying Waste Log must be submitted within 30 days of final inspection (or permit expiration) of the project, or a fine may be imposed. Approval may also be delayed if the waste log from a previous project is due.

**Building Project Information:**

<table>
<thead>
<tr>
<th>Job Address:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Address:</td>
<td>Email:</td>
</tr>
<tr>
<td>Owner:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Address:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

**Briefly describe the project:**

**Materials Required to be Recycled**

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

**Material Management**

How the C&D debris will be stored on the project site:  □ Mixed C&D  □ Source-Separated

Company to haul away debris: __________________________

Facilities to receive debris: __________________________

**Waste Log and tickets must be submitted within 30 days of permit being finalized.**

<table>
<thead>
<tr>
<th>Office Use Only:</th>
<th>Received by:</th>
<th>On date:</th>
<th>Fee amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Logged</td>
<td>□ Approved</td>
<td>□ Scanned</td>
<td>□ Payment Processed</td>
</tr>
</tbody>
</table>

Rev. 07/01/2015
Definitions.
Please read and understand these terms. Call Solid Waste at (916) 808-0965 if these terms are not clear to you. More information is also available online at http://www.sacrecycle.org/.

1. **Self-haul or self-hauling:** This is when the permit holder, general contractor, or a subcontractor who is doing work on the project hauls their own waste materials for recycling or disposal. Note that a jobsite cleanup crew is not doing other work on the project and is not self-hauling. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.

2. **Franchised hauler:** See Solid Waste web site (http://www.sacrecycle.org/) for a list of these haulers. These companies are the only companies in Sacramento who can legally collect and haul mixed C&D debris for a fee.

3. **Source separation:** This is achieving compliance with the recycling requirement by keeping wood, metal, cardboard, or other recyclables in separate containers, and sending it to an authorized recycler. (A list of recyclers is on the Solid Waste web site at http://www.sacrecycle.org/) Source-separated material may be hauled by anyone.

4. **Mixed C&D debris:** This is achieving compliance with the recycling requirement by putting all recyclable (and a small amount of unrecyclable) debris into one container. Mixed material must be sent to a certified mixed C&D sorting facility to have the recyclable material extracted and recovered. Mixed material also must be either self-hauled, or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.

5. **Certified Mixed C&D Sorting Facility:** See the Solid Waste web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority to extract recyclable materials from mixed C&D debris. If you achieve compliance by mixed recovery, your debris must go to a certified mixed sorting facility.

Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site in the permit folder for the duration of the project.
- City of Sacramento staff may enter the jobsite to inspect waste collection areas.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only SWA-Franchised Haulers or self-haulers (as defined above) may collect and transport trash or mixed C&D material from the jobsite.
- Construction and Demolition Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted within 30 days of your permit being final or expired. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site. Enter your Permit Number on your Waste Log now!
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and a security deposit on future projects.
### Certified Mixed C&D Facilities

<table>
<thead>
<tr>
<th>Facility</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allied Waste / Elder Creek Transfer and Recovery</td>
<td>(916) 387-8425</td>
</tr>
<tr>
<td>Florin-Perkins Public Disposal</td>
<td>(916) 443-5120</td>
</tr>
<tr>
<td>L&amp;D Landfill</td>
<td>(916) 737-8640</td>
</tr>
<tr>
<td>Waste Management / K&amp;M Recycle America</td>
<td>(916) 452-0142</td>
</tr>
</tbody>
</table>

### Franchised Haulers

<table>
<thead>
<tr>
<th>Hauler Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACES Waste Services, Inc.</td>
<td>(866) 486-8837</td>
</tr>
<tr>
<td>Allied Waste Services</td>
<td>(916) 631-0600</td>
</tr>
<tr>
<td>All Waste Systems, Inc.</td>
<td>(916) 455-1555</td>
</tr>
<tr>
<td>Atlas Disposal Industries, LLC</td>
<td>(916) 455-2800</td>
</tr>
<tr>
<td>California Waste Recovery Systems</td>
<td>(916) 441-1985</td>
</tr>
<tr>
<td>Central Valley Waste Services, Inc.</td>
<td>(209) 369-8274</td>
</tr>
<tr>
<td>City of Sacramento Solid Waste</td>
<td>(916) 808-4839</td>
</tr>
<tr>
<td>Elk Grove Waste Management, LLC</td>
<td>(916) 689-4052</td>
</tr>
<tr>
<td>Mini Drops, Inc.</td>
<td>(916) 686-8785</td>
</tr>
<tr>
<td>Norcal Waste Services of Sacramento</td>
<td>(916) 381-5300</td>
</tr>
<tr>
<td>North West Recyclers</td>
<td>(916) 686-5875</td>
</tr>
<tr>
<td>Waste Management of Sacramento</td>
<td>(916) 387-1400</td>
</tr>
<tr>
<td>Waste Removal &amp; Recycling</td>
<td>(916) 453-1400</td>
</tr>
<tr>
<td>Western Strategic Materials, Inc.</td>
<td>(916) 388-1076</td>
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### Recyclers*

<table>
<thead>
<tr>
<th>Recycler Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Bell Marine</td>
<td>(916) 442-9089</td>
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<tr>
<td>C &amp; C Paper Recycling</td>
<td>(916) 920-2673</td>
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<tr>
<td>EBI Aggregates</td>
<td>(916) 372-7580</td>
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<tr>
<td>International Paper</td>
<td>(916) 371-4634</td>
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<tr>
<td>Modern Waste Solutions</td>
<td>(916) 447-6800</td>
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<tr>
<td>PRIDE Industries, Inc.</td>
<td>(916) 840-1300</td>
</tr>
<tr>
<td>Recycling Industries, Inc.</td>
<td>(916) 452-3961</td>
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<tr>
<td>Sacramento Local Conservation Corps</td>
<td>(916) 386-8394</td>
</tr>
<tr>
<td>Smurfit-Stone Container Corporation</td>
<td>(916) 381-3340</td>
</tr>
<tr>
<td>Southside Art Center</td>
<td>(916) 387-8080</td>
</tr>
<tr>
<td>Spencer Building Maintenance, Inc.</td>
<td>(916) 922-1900</td>
</tr>
<tr>
<td>Elder Creek Recovery &amp; Transfer Station</td>
<td>(916) 387-8425</td>
</tr>
<tr>
<td>Kiefer Landfill</td>
<td>(916) 875-5555</td>
</tr>
<tr>
<td>L &amp; D Landfill</td>
<td>(916) 383-9420</td>
</tr>
<tr>
<td>North Area Recovery Station</td>
<td>(916) 875-5555</td>
</tr>
<tr>
<td>Sacramento Recycling &amp; Transfer Station</td>
<td>(916) 379-0500</td>
</tr>
<tr>
<td>Waste Management Recycle America</td>
<td>(916) 452-0142</td>
</tr>
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### Recovery Stations & Landfills

<table>
<thead>
<tr>
<th>Station Name</th>
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More updated information can be found online at:
http://www.cityofsacramento.org/utilities/

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.
This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

<table>
<thead>
<tr>
<th>Date</th>
<th>Hauler</th>
<th>Material</th>
<th>Destination</th>
<th>Amount</th>
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**Hauler:** Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.

**Material:** Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.

**Destination:** Indicate the facility that received the material for disposal or recycling

**Amount:** Indicate the weight. If weight is not known, put volume.
SPECIAL PROVISIONS
SPECIAL PROVISIONS FOR
WOODLAKE, CAMELLIA AND NEILSEN PARK IMPROVMENTS
PN: L19147100, L191202500 and L19141500

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK
The work to be performed under these Special Provisions consists of park improvements at the following parks: Woodlake Park at 500 Arden Way; Camellia Park at 6650 Cougar Drive; and Nielsen Park at 7596 Center Parkway in Sacramento, CA.

1) Woodlake Park Improvements will consist of temporary construction fencing, demolition, removal and replacement of existing playground equipment and playground wood fiber, concrete paving and mow Bands, decomposed granite paving, tubular steel gates and fencing repairs, fitness equipment, tree planting, turf sod, bark mulch, park and playground rule signage, drinking fountain replacement, and picnic tables and benches.

2) Camellia Park Improvements will consist of temporary construction fencing, tennis court posts and nets tennis court crack repairs, tennis court surfacing, color coat and Banding, chain link fence repairs, concrete paving, irrigation modifications, tree planting, turf sod, park and tennis court rule signage, drinking fountain replacement, and benches.

3) Nielsen Park Improvements will consist of temporary construction fencing, demolition, removal and replacement of existing playground equipment and playground wood fiber, concrete paving and mow Bands, park and playground rule signage, tennis and basketball rule signage, picnic tables and benches, tennis court posts and nets, basketball standards, petromat overlay, tennis court surfacing, color coat and Banding, chain link fence repairs, concrete paving, irrigation modifications, tree planting, turf sod, picnic tables, benches, drinking fountain replacement, replace park name sign and installation of a 32’ x 32’ fabric shade canopy over the tot lot.

B. COMPLETION TIME
The time for the completion of all work is SIXTY (60) 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.

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

c. 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.

d. 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.

e. 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."

f. 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.

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

D. SUBCONTRACTORS

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

E. SCHEDULE OF UNIT PRICES

The successful lowest responsible bidder shall provide a Schedule of Unit Prices to the Landscape Architect prior to the award of the contract. The form for the Schedule of Unit Prices will be provided to the successful lowest responsible bidder by the Landscape Architect. This schedule of unit prices shall be not be used for payment. Unit prices provided on the schedule of unit prices are for information only and may be used as a basis for determining costs in changes in the work.
F. **TIME OF AWARD**
   Section 3-2, "Time of Award: of the Standard Specifications is hereby amended for this project. Time of Award for this contract shall be made within ninety (90) calendar days after opening of the proposals to the lowest responsible bidder, unless otherwise stated in the contract agreement.

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

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

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

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

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

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

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

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

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

M. **RELIEF FROM MAINTENANCE AND RESPONSIBILITY - RESOLUTION NO. 108 -
DATED MARCH 26, 1970**
Upon the written request of the Contractor and upon written approval by the City
Landscape Architect, the Contractor may be relieved of the duty of maintaining and
protecting certain portions of the work, which have been completed in all respects
in accordance with the requirements of the contract and to the satisfaction of the
City Landscape Architect, and thereafter, except with his consent, the Contractor will
not be required to do further work thereon. In addition, such action by the City
Landscape Architect will relieve the Contractor of responsibility for injury or
damage to said completed portions of the work resulting from use by public traffic
or from the action of the elements or from any other cause but not from injury or
damage resulting from the Contractor’s own operations or from his negligence.
Nothing in this section providing for relief from maintenance and responsibility will
be construed as relieving the Contractor of full responsibility for repairing or
replacing defective work or materials found at any time before either the formal
acceptance of the entire contract by the City Council, or during the applicable
guarantee period.
N. **CONFLICTS**
This Section of the Special Provisions shall supersede Section 5-3 of the Standard Specifications. In case of conflict between drawings and specifications, the drawings shall govern in matters of quantity, the specifications in matters of quality. In case of conflict within the drawings involving quantities or within the specifications involving qualities, the greater quantity and the higher quality shall be furnished.

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

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

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Product Data</th>
<th>Shop Drawings</th>
<th>Mock-up or Sample</th>
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<tr>
<td>Concrete Pavement</td>
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<td>Reinforcement</td>
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<td>Concrete Park Name Sign</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 date, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of **local business enterprises** in the City's contracting for public projects. The lowest responsible bidder shall be the responsible bidder whose bid is responsive to the bid requirements, including without limitation any **local business** enterprise program requirements included in the bid specifications, and whose bid price is the lowest, after all bid prices are calculated to include any applicable bid price preferences. (Ord. 2002-013 § 2; Ord. 99-007 § 3; prior code § 58.01.102). A 5% minimum LBE Participation is required for this project. LBE Certification Statements are due to the contract manager by the close of business two days after bid opening for bid to be responsive.

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

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

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

AA. Contractor registration with the Department of Industrial Relations Required pursuant to Senate Bill 854 all contractors and subcontractors are required to register with the Department of Industrial Relations (DIR) to be eligible to bid on all public works projects.

II. ITEMS OF THE BASE BID PROPOSAL

WOODLAKE PARK:

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

A. Demolition shall begin only after the temporary fence has been installed. Fence to remain in place throughout the duration of the project until the concrete fence is installed, or as directed by the Inspector. Fences with panel stands are preferred over in-ground mount. They shall be secured to keep residence dogs from entering the site and is secure.

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

Item No. 2 - 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. Playground Equipment shall be removed, including an existing playground structure, swings and other items play equipment indicated on the Demolition plan for removal, including all concrete footings.

B. Playground Wood Fiber shall be removed from the playground. The top 4” of existing non-decomposed wood fiber may be saved and reused underneath the new playground wood fiber. The remaining and decomposed wood fiber shall be removed from the project site and disposed of by the Contractor.

C. Debris including concrete shall be removed by the Contractor. Exact limits of concrete, trash and debris removal shall be determined by the Parks Construction Inspector. All items removed by the Contractor shall be legally disposed of off-site.

D. Concrete Flatwork and Mow Band shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.

E. Fencing and Gates shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.

F. Other items noted on plans shall be removed as shown on the plans including and concrete footings. All resulting debris shall be removed and legally disposed of away from the project site.
G. **Holes** and depressions resulting from removed items shall be filled, compacted, and brought to finished grade with landscape fill in conformance with Section 14 of the Standard Specifications and as directed by the Inspector.

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

**Item No. 3 – Tree Protection Fencing**
This item shall consist of furnishing and installing 6’ Chain Link Fence as shown on the Demolition Plans in conformance with Sections 10-38 and 31, and Standard Drawing C.E. 11 of the Standard Specifications and as amended by these Special Provisions.

A. **Prior to the issuance** of the “Notice to Proceed,” a 6-foot chain link fence shall be installed around the trees as shown on the plans. Orange plastic fencing is not acceptable. Dimensions will be contingent upon tree size and species. The fencing shall remain in place for the duration of the project except for the temporary removal required to replace existing curb, gutter, and sidewalk.

B. **No excavation for utilities**, trenching, grade changes, storage of materials or parking of vehicles shall be allowed within the area. Boring or hand trenching for utilities shall be allowed within the fenced area under the supervision of the project arborist.

C. **If during excavation** for the project or for any necessary sidewalk, curb, gutter repair or driveway construction, tree roots greater than two inches in diameter are encountered work shall stop immediately until project arborist can perform an on-site inspection. All roots shall be cut clean and the tree affected may require supplemental irrigation/fertilization and pruning as a result of root pruning.

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

**Item No. 4 – Play Area Catch Basins to Clean and Flush**
This item shall consist of cleaning out debris within the existing Play Area Catch Basins and flushing the drain lines back to the existing clean out to ensure the playground drains properly.

**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 proving and completing the Play Area Catch Basins to Clean and Flush as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 5 – Pedestrian Concrete Paving**
This item shall consist of furnishing and constructing 3-1/2” thick Concrete Flatwork as shown on the plans in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications, geotechnical report 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. **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

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Woodlake, Camellia and Nielsen Park Improvements
Standard Specifications. Rebar shall be as shown on the plans.

C. 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

D. 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.

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

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

Item No. 6 – Stabilized Decomposed Granite Paving
This item shall consist of furnishing and placing cement Stabilized Decomposed Granite Pavement on top of landscape fabric as shown on the plans and the detail thereon, in conformance with these Special Provisions.

A. 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 (95691) 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-year, Color Brown, UV treated, spunbonded fabric or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

G. 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.

H. **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.

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

J. 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.

K. **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 Decomposed Granite Paving as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 7 – Play Area Access Ramp**
This item shall consist of constructing a Play Area Access Ramp as shown on the plans, in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications and as amended by these Special Provisions.

A. **Portland Cement Concrete** shall be Type II, Class “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. **Finish** shall be broomed parallel to the mow Band edge with a medium broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.

D. **Grooves** shall be as shown in Section 38, detail T-60 of the Standard Specifications.

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

**Item No. 8 – Type 1 Play Area Curb**
This item shall consist of constructing 6" Play Area Curb as shown on the plans in conformance with
Sections 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. **Expansion Joints and Score lines** shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints and score lines shall be placed to align with expansion joints and score lines in adjacent concrete flatwork.

D. **Curb** shall be poured monolithically with adjacent concrete flatwork with no score joint.

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

**Item No. 9 – Tubular Steel Fencing Modifications**
This item shall consist of modifying the existing 3’ Tubular Steel Fence as shown on the plan and the details in conformance with these Special Provisions.


B. **Posts** – Line, corner and gateposts shall be 2 1/2" square posts. For post footing see Plans.

C. **Horizontal Rails** shall be 1-1/2" square 12-gauge tube steel.

D. **Vertical Pickets** shall be 3/4" tube steel spaced @ 3 1/2" on center.

E. **Finish** – Shall match existing color and finish and be two coats of exterior enamel paint.

F. **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.

**Payment** shall be made at the lump sum price bid and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete Tubular Steel Fence Modifications as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.
**Item No. 10 – Tubular Steel Pedestrian Gates**

This item shall consist of furnishing and installing Tubular Steel Pedestrian Single Swing Gates as shown on the plan in conformance with these Special Provisions.


B. **Post** – Gate posts shall be new minimum 2 1/2" square 11-gauge steel post.

C. **Gate Size** shall be a four foot (4'-6") wide single swing gate.

D. **Gate Frame** to be minimum 2" square 12-gauge steel tube simple arching gate frame with rail.

E. **Pickets** to match fence panels.

F. **Latch Assembly** Refer to plans.

G. **Hardware Materials** – Galvanized steel. Closing latch – Von Duprin Series 99 Touch bar or Equal. Entry Handle shall be 992L-BE by Von Duprin or equal.

H. **Hinges** – Commercial grade ball bearing hinges and self-closing, spring loaded hinge. See plans for additional information.

I. **Finish** – Shall match existing color and finish and be two coats of exterior enamel paint.

J. **Concrete Footings** installed as shown on the plans and shall be Class “C” or “D” Portland Cement Concrete, conforming to Section 10-1/5 of the Standard Specifications. Concrete Footings shall be 1'-6” deep by 9” in diameter.

**Payment** shall be made at the lump sum price bid and shall include all labor, tools, materials, equipment, and incidentals as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

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**Item No. 11 – Park Rule Signs to Install**

This item shall consist of proving materials and installing Park Rules Sign as shown on the Plans in on existing sign posts in conformance with these Special Provisions and the City Standard Specifications and Standard Drawing No. T-270.

A. **Rule Signs** shall be provided by the City, for installation by the contractor. The top of the steel park sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-270, Standard Sign Center mount.

B. **Sign clamps** shall be two steel Single 2" ID U-Bracket Clamps.

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

Payment shall be made at the lump sum Bid Price, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in 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. 12 – Playground Rule Signs to Install
This item shall consist of proving materials and installing Playground Rule Signs on each of the playground gates as shown on the Plans on an existing post, light pole or fence in conformance with these Special Provisions and the City Standard Specifications and Standard Drawing No. T-270.

A. Playground Rule Signs shall be provided by the City, the sign to be installed on each of the tubular steel pedestrian gates into the existing playground area.

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 Playground Rule Signs to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 13 – Replace Curb and Gutter
This item shall consist of removing and replacing the Curb and Gutter 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. Finish shall be broomed parallel to the mow Band edge with a medium broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.

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

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

Item No. 14 – 12” Concrete Mow Band
This item shall consist of constructing a 6” Concrete Mow Band 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.
Specifications.

B. **Reinforcement** shall conform to Section 21 of the Standard Specifications and 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 Band 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 at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the 12” Concrete Mow Band as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 15 – Playground Equipment to Install**

This item shall consist of furnishing and installing the Play Equipment as shown on the plans and in conformance with these Special Provisions and the manufacturer’s specifications and details.

A. **Play Equipment** shall be per plans and shall be purchased by the Contractor. The play equipment components shall be installed as shown on the plans and shall be composed of such material and constructed as specified by the manufacturer. All posts shall be steel. The Contractor will be responsible for receiving and storing the play equipment until it is installed.

B. **Play Equipment** shall be by Little Tikes as distributed by: All About Play, Contact: Kristin Petty, (916) 207-1555.

C. **Concrete Footings** shall be installed as specified by the manufacturer and shall be Type II Class “D” Portland Cement Concrete, conforming to Section 10 of the Standard Specifications.

D. **Manufacturer’s Representative** shall inspect the play equipment after the installation and provide the City with a letter that states the play equipment is installed in compliance with the manufacturer’s specifications and details.

E. **Compliance**: Contractor shall assemble and install playground equipment in compliance with the written instructions of the manufacturer. The playground equipment shall either be:

1. Assembled and installed by or under the direct supervision of an individual who is authorized by the manufacturer to assemble and install the equipment.

**AND**

2. Prior to its first use, the playground equipment shall be inspected by a Certified Playground Safety Inspector who shall certify in writing that the equipment, insofar as it can be seen without disassembling it or digging into the surfacing, is in compliance with ASTM F-1487-98 and CPSC Handbook Publication number 325.
F. **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 Play Equipment to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 16 – Fitness Equipment to Install**
This item shall consist of furnishing and installing Fitness Equipment in conformance with these Special Provisions and the manufacturer’s specifications and details.

A. **Fitness Equipment** shall be Greenfield Outdoor Fitness System. Model numbers are as follows:

   i) Four Person Pendulum Abs & Dip Station, Model #GR2005-1-22;
   ii) Rower, Model #GR2005-1-91
   iii) Three Person Static Combo, Model #GR2005-1-71
   iv) Announcement Board model #GR2005-1-105.

B. Distributed by: All About Play, Contact: Kristin Petty, (916) 207-1555.

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

D. **Concrete Footings** shall be installed as specified by the manufacturer and shall be Type II Class “D” Portland Cement Concrete, conforming to Paragraph 10 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 Fitness Equipment to Install as shown on plans, as specified in these Special Provisions and as directed by the Inspector.
Item No. 17 - Playground Wood Fiber to Place

This item shall consist of reinstalling the removed 4" depth of existing playground wood fiber and furnishing and installing an additional eight or more inches of new playground wood fiber to achieve a minimum compacted twelve inches (12") finished depth at the playground edges at time of final acceptance over new Geo-Textile Fabric in the play area as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Existing Playground Wood Fiber which consists of the top 4" of existing non-decomposed wood fiber removed from the existing playgrounds under Demolition of these special provisions shall be reinstalled on top of the new geo-textile fabric.

B. Wood Fiber shall be Sun-Up Playground Fiber, or approved equal. Wood fiber shall be 100% virgin wood fiber comprised of new softwoods, primarily Douglas fir, White Fir and Cedar. Wood fiber shall have blunt ends, and shall be void of nails, staples, bark, leaves, dirt, twigs or splinters. Wood Fiber shall be non-toxic with no chemicals or additives, and shall be wheelchair accessible. Wood fiber shall meet the sieve requirements of ASTM C-136 which call for the following:

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<tr>
<th>Sieve Size</th>
<th>Percentage Passing by Weight</th>
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<tr>
<td>3/4&quot;</td>
<td>100%</td>
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<tr>
<td>3/8&quot;</td>
<td>60-90%</td>
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<td>No. 4 Sieve</td>
<td>30-50%</td>
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<td>No. 10 Sieve</td>
<td>10-20%</td>
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<td>No. 60 Sieve</td>
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<td>No. 200 Sieve</td>
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C. Product Certifications - The Wood Fiber system shall be certified as meeting the U.S. Consumer Product Safety Commission's technical guidelines for playground surfacing as follows: When tested in accordance with suggested test method in Paragraph 1, 2, and 3, a surface should not impact a peak acceleration in excess of 200 g's to an instrumented ANSI head form dropped on a surface from the maximum estimated fall height. Copies of the testing procedures of the Wood Fiber system and results performed by an independent testing source, which demonstrates compliance with the C.P.S.C. guidelines, shall be provided. The Contractor shall provide the City with a Certificate of Insurance for product liability with the limit of liability of not less than $2,000,000 for the wood fiber supplied. The Wood Fiber system shall have a minimum warranty of one (1) year from date of installation against decay and biochemical degradation calling for replacement of defective materials during the guarantee period. Wood Fiber shall not be installed until after play equipment is installed.

D. Subgrade for play area shall be free of segregated material and shall have a relative compaction of not less than 85%. Subgrade shall be finish graded and sloped to drain to the play area catch basin at a 1-% minimum slope.

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

F. Geo-textile Fabric shall be new and placed on top of the prepared sub-grade as shown on the plans, so as not to allow any contact between the Wood Fiber and the sub-grade. Geo-textile Fabric shall be polyester. Fabric shall have a minimum thickness of 3/16". Fabric shall be non-woven, and shall be permeable and not act as a wicking agent.
G. **Staples or Fasteners** - Geo-textile fabric shall be held in place by the use of staples or fasteners along all corners and seams at approximately 10' O.C. or closer as required to hold Geo-textile fabric in place.

H. **Installation** of wood fiber shall be within forty-eight (48) hours after play equipment is installed. Wood Fiber shall be placed on top of the Geo-Textile Fabric as shown on the plans. The Wood Fiber shall be uniform and level when compacted. Contractor shall thoroughly sprinkle wood fiber after installation and rolled with a partially filled lawn roller in all directions for compaction. The Wood Fiber shall be compacted to a 12" finished depth at the edges of play area at the time of final acceptance by the City. The depth of wood fiber in the center of the play area over the play area catch basin will be greater than 12".

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

**Item No. 18 – Swing Mat to Install**
This item shall consist of furnishing and installing a Mat Under the swings as shown on the plans and in conformance with these Special Provisions and as specified by the manufacturer.

A. **Foam Mat** shall be per Plans and by Zeager Bros. Inc., or approved equal, size as shown on Plans,

Supplier may be contacted at:

All About Play, or Zeager Bros. Inc.
(916) 923-2180 1(717) 944-7481

B. **Anchoring** shall be done with the use of 3/8-inch airline cable or stainless-steel cable connected to ½" diameter x 36-inch recessed steel anchor stakes at anchor points. Mat edges slope below wood fiber material to eliminate tripping hazards. Cable to be supplied by the Contractor. Anchor stakes shall be ordered along with mat.

**Payment** shall be at the unit price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Swing Mat to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 19 – Irrigation Modifications**
This item shall consist of furnishing materials to and modifying the existing irrigation system as required to construct new park improvements by adding removing or additional sprinkler heads if required and adjusting existing sprinkler heads to provide coverage for planter areas, and installing new automatic irrigation system as shown on the plans in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

A. **Preconstruction Test of Existing Irrigation System**—City and Contractor shall perform a preconstruction irrigation test prior to the start of construction. During the test all existing remote control valves shall be turned on with the irrigation controller (manually operation is not permitted). The following irrigation items shall be marked with flags and marking paint: valves, quick couplers, working heads marked blue and broken head marker yellow. All
existing broken heads shall be repaired by the City unless specified as an item on the project plans or specifications. Any irrigation damaged during construction shall be repaired by the contractor as soon as possible and shall be at the contractor expense.

B. **Electric Control Valve** shall conform to Section 36-13 of the Standard Specifications. Electric control valves shall be Hunter brass model IBV, or approved equal, and shall be constructed as specified in Section 10-50 of the Standard Specifications. Lawn and shrub area valves shall be installed at grade.

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

D. **Electrical** shall conform to Section 34 of the Standard Specifications.

E. **Irrigation Control Wires** shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trench for irrigation control wires through existing lawn shall be twenty-four inches (24") deep. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.

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

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

F. **Quick Coupling Valves** shall be by Hunter Model HQ-SRC or approved equal as specified in the plans, or approved equal. Quick coupling valve shall be constructed of brass with a locking yellow thermoplastic rubber cover with "DO NOT DRINK" markings. Quick Coupling valve shall be installed as shown on the plans in conformance with Section 10-53 of the Standard Specifications (the following shall be disregarded in the Standard Specifications "...single slot type with on inch (1") threaded pipe connection and one (1") key connection..." Valve box shall be installed with the top at finished grade.

G. **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.

H. **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 200 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.

I. **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.

J. **Trench Backfill** shall be installed at no more than 6" lift and each lift shall be compacted to 95% 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.

K. **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.

L. **Sprinklers** shall be installed at the locations shown on the plans, in conformance with Standard Drawing No. L-50 of Section 38 of the Standard Specifications. Sprinklers shall be the type and model as shown on the plans.

M. **Ball Valve Assembly** shall be installed at the locations shown on the plans. Ball Valve Assembly shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be the type and model 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.

N. **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.

O. **Existing Mainline and electrical conduits** it’s the contractor’s responsibility to located the irrigation mainline and electrical conduits with a locator prior to the start of construction. If the City has a ‘Record Drawing’ plan a copy will be supplied to the contractor but City can’t guarantee the accuracy of the ‘Record Drawing’.

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

**Item No. 20 – Turf Sodding**

This item shall consist of preparing and planting lawn sod in the areas designated on the planting plan for turf sod and in other areas damaged by grading and construction operations in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

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

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

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

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

1. **Soil Conditioner/Fertilizer** shall be Tri-C 6-2-4 w/ 5% Sulfur, or approved equal. Soil conditioner shall contain 6-2-4 (NPK ratio) and 20% humic acids, and shall be applied at the rate of 70 lbs. per 1,000 square feet. Soil conditioner shall be cultivated into the top six
inches (6") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Project Construction Inspector. For supplier call 1-800-927-3311 or (909) 590-1790.

2. **Organic Amendment** shall be nitrogen treated fir bark with the following properties:

   **Physical Properties:** 95% - 100% passing, sieve size 6.35 mm (1/4" inch), 80% - 100% passing, sieve size 2.38 mm (No. 8, 8 mesh), and 0% - 30% passing, sieve size 500 micron (No. 35.32 mesh).

   **Chemical Properties:** Nitrogen Content (dry weight basis) – 0.4-0.6% iron content – minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts – maximum 3.5 milliohm/s centimeter @ 25 degrees C. as determined by saturation extract method; ash – 0 – 6.0%

   Amendment shall be uniformly distributed throughout all irrigated planted areas and incorporated to a homogenously blended depth of six inches. Application rate shall be 3 cubic yards per 1,000 square foot.

D. **Turf Sod** shall consist of a mix of 90% Dwarf Fescue and 10% Kentucky Bluegrass, and shall conform to Section 10-42, and applicable paragraphs of Section 35-12 of the Standard Specifications and these Special Provisions.

E. **Turf Starter Fertilizer** paid under the bid item for Turf Hydroseeding to Install.

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

**Item No. 21 – Bark Mulch**
This item shall consist of furnishing and installing a 3" layer of bark mulch over landscape weed fabric as shown on the plans in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. **Mulch** shall be evenly spread in all planter areas as specified on the plans. Mulch shall be Medium Walk on Bark, consisting of shredded Douglas fir, Red fir or white fir, fibrous in nature, four-inch (4") minimum to four-inch (4") maximum in length, available from Redi-Gro, or approved equal. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.

B. **Mulch** shall be at a three-inch (3") finished depth at time of final acceptance by the City, and shall be free of deleterious material.

C. **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.

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

**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 Bark Mulch to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.
ARCHITECT.

CAMELLIA PARK:

Item No. 22 – Temporary Construction Fence to Install
This item shall consist of furnishing, installing and maintaining a 6' high temporary construction Chain Link Fence around construction area as shown on the Plans in conformance with Section 10 of the Standard Specifications.
A. Demolition shall begin only after the temporary fence has been installed. Fence to remain in place throughout the duration of the project until the concrete fence is installed, or as directed by the Inspector. Fences with panel stands are preferred over in-ground mount. They shall be secured to keep residence dogs from entering the site and is secure.

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

Item No. 23 – 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 Flatwork and Mow Band shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.
B. Bench, Tennis Posts and Nets to be removed as shown on the plans.
C. Fencing and Gates shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.
D. Other items note on plans shall be removed as shown on the plans including and concrete footings. All resulting debris shall be removed and legally disposed of away from the project site.
E. Holes and depressions resulting from removed items shall be filled, compacted, and brought to finished grade with landscape fill in conformance with Section 14 of the Standard Specifications and as directed by the Inspector.
F. Debris including concrete shall be removed by the Contractor. Exact limits of concrete, trash and debris removal shall be determined by the Parks Construction Inspector. All items removed by the Contractor shall be legally disposed of off-site.

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

Item No. 24 – Pedestrian Concrete Paving
This item shall consist of furnishing and constructing 3-1/2" thick Concrete Flatwork as shown on the plans in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications, geotechnical report 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. 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. 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

D. 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.

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

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

Item No. 25 – 6’ Benches to Install
This item shall consist of furnishing and installing a Benches as shown on the plans in conformance with these Special Provisions and the manufacturer’s specifications.

A. Benches shall be per plans or approved equal and installed per manufacturer’s instructions.

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

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

Payment shall be made at the unit 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. 26 – Park Rule Signs to Install
This item shall consist of furnishing installation materials and installing various Park Rules Sign and baseball field signage 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 provided by the City, for installation by the contractor. The top of the steel park sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-270, Standard Sign Center mount.
B. **Posts** shall be standard weight galvanized steel, Schedule 40, 2" diameter size pipe with pipe cap.

C. **Mounting Signage on Fencing** - Various baseball signage shall be mounted on the adjacent chain link fencing posts, backstop, or a new sign post where no fencing is to be installed.

D. **Sign clamps** shall be two steel Single 2" ID U-Bracket Clamps.

E. **Footings** shall be Portland Cement Concrete Class "D", conforming to Section 10-5 of the Standard Specifications and as shown on Standard Drawing T-270.

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

**Payment** shall be made at the unit 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 Signs to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 27 – Tennis Rule Signs to Install**

This item shall consist of providing installation materials and installing Tennis Rule Signs as shown on the Plans, in conformance with these Special Provisions.

A. **Signs** shall be provided by the City, for installation by the contractor on the chain link gates and fencing.

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 Tennis Rule Signs to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 28 – 6” Concrete Mow Band to Install**

This item shall consist of constructing a 6" Concrete Mow Band 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 conform to Section 21 of the Standard Specifications and 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 Band 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 at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the 6" Concrete Mow Band as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 29 – Chain Link Fence Repairs
This item shall consist of furnishing materials and repairing the existing 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. Fabric shall be as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.

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

C. Top and Bottom Rail shall be used. Rails 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.

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

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

Item No. 30 – Tennis Court Color Coat Surfacing and Banding
This item shall consist of furnishing and installing Color Court Surfacing on cured asphalt pavement as shown on plans and Striping the courts in conformance with these Special Provisions and the manufacturer's specifications.

A. Color Court Surfacing - Acrylic athletic surfacing system, highly pigmented, comprised of a combination of texture coats and finish coats providing a long-wearing color surface of uniform texture by California Products Corporation "Plexipave System", or approved equal.


B. General

1. Quality Assurance
   a. Surfacing shall conform to the guidelines of the ASBA for planarity.
   b. Concrete shall have a vapor barrier in accordance with ASTM E-1745.
   c. Concrete mixes should be placed with a water/cement ratio of .45.
   d. Curing compounds should not be used unless the curing compound manufacturer
s specifically states the surface may be coated with water based acrylic coatings.
e. All surface coatings products shall be supplied by a single manufacturer.
f. The contractor shall record the batch number of each product used on the site and
   maintain it through the warranty period.
g. The contractor shall provide the Landscape Architect, upon request, an estimate of the
   volume of each product to be used on the site.
h. The installer shall be an authorized applicator of the specified system.
i. The manufacturer's representative shall be available to help resolve material
   questions.

2. Submittals
   a. Manufacturer specifications for components, color chart and installation instructions.
   b. Authorized Applicator certificate from the surface system manufacturer.
   c. ITF classification certificate for the system to be installed.
   d. Reference list from the installer of at least 5 projects of similar scope done in each of
      the past 3 years.
   e. Current Material Safety Data Sheets (MSDS).

f. Product substitution: If other than the product specified, the contractor shall submit within 7 days after bid award a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. Test method similar to ASTM G53. The color system shall have an ITF pace rating in Category 2. Under no circumstances will systems from multiple manufacturers be considered.

3. Material Handling and Storage
   a. Store materials in accordance with manufacturer specifications and MSDS.
   b. Deliver product to the site in original unopened containers with proper labels attached.
   c. All surfacing materials shall be non flammable.

4. Guarantee - Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion.

5. Installer Qualifications
   a. Installer shall be regularly engaged in construction and surfacing of acrylic tennis
      courts, play courts or similar surfaces.
   b. Installer shall be an Authorized Applicator of the specified surface system.
   c. Installer shall be a builder member of the ASBA.

6. Manufacturer Qualifications
   a. System manufacturer shall provide documentation that the surface to be installed has
      been classified by the ITF as a medium pace surface.
   b. System manufacturer shall be a US owned company.
   c. System manufacturer shall be a member of the ASBA.

C. Products
1. **Materials**
   a. *Patching Mix (California Court Patch Binder)* - for use in patching cracks, holes, depressions and other surface imperfections.
   b. *Crack Filler (Plexipave Crack Filler)* - for use in filling fine cracks.
   c. *Concrete Preparer* is a specially formulated acid heat for use in neutralizing the concrete in preparation for the Plexipave System.
   d. *Adhesion Primer* - (California TiCoat) is a two component water based epoxy primer for uncoated concrete surfaces.
   e. *Acrylic Filler Course (California Acrylic Resurfacer)* - for use as a filler for new or existing concrete surfaces. The 100% acrylic filler shall be blended with approved silica sand at the job site.
   f. *Acrylic Color Playing Surface (Plexichrome/Plexipave Color Base)* - for use as the finish color and texture. Plexichrome and Plexipave Color Base are blended at the job site to achieve the correct surface texture. *Factory Fortified Plexipave may be used as an alternative material.
   g. *Line Paint (California Line Paint)* - for use as the line marking on the court/play surface.
   h. *Water* - for use in dilution/mixing shall be clean and potable.

2. **Material Specifications**
   a. *Court Patch Binder* - 100% acrylic resin blended with Portland Cement and silica sand.
      1) Percent solids by weight (minimum) 46%
      2) Weight 8.7-8.9 lbs./gallon
   b. *Plexipave Crack Filler* - 100% acrylic resin heavily filled with sand.
      1) Percent solids by weight (minimum) 85%
      2) Percent solids by weight (minimum) 15 lbs./gallon
   c. *Concrete Preparer* - Phosphoric Acid based surface treatment
      1) Percent solids by weight (minimum) 25.5%
      2) Weight 9.5-9.6 lbs./gallon
   d. *California TiCoat* - 2 component epoxy primer
      1) Percent solids by weight (minimum) 34.6-34.8%
      2) Weight 8.55-8.70 lbs./gallon
   e. *California Acrylic Resurfacer* - 100% acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgite.
      1) Percent solids by weight (minimum) 26.7%
      2) Weight 8.7-8.9 lbs./gallon
f. **Plexichrome** - 100% acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments. Green shall contain not less than 8% chrome oxide.

1) Percent solids by weight (minimum) 36.5%
2) Weight 10.0-10.2 lbs./gallon

**Plexipave Color Base** - 100% acrylic resin containing no vinyl copolymerization constituent. Contains not more than 63% rounded silica sand.

1) Percent solids by weight (minimum) 74%
2) Weight 13.1-14.1 lbs./gallon

**California Line Paint** - 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand.

1) Percent solids by weight (minimum) 60.5%
2) Weight 12-12.3 lbs./gallon

All surfacing materials shall be non-flammable and have a VOC content of not less than 100g./litr. Measured by EPA method 24.

Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to insure quality and stability.

D. **Execution**

1. **Weather Limitations**
   a. Do not install when rainfall in imminent or extremely high humidity prevents drying.
   b. Do not apply unless surface and air temperature are 50°F and rising.
   c. Do not apply if surface temperature is in excess of 140°F.

2. **Preparation for acrylic Color Playing System**
   a. **Clean** surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with Clorox or approved product to kill the organisms and then be properly rinsed.

   b. **Holes and cracks**: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of **Court Patch Binder** according to manufacturer's specifications.

   c. **Depression**: Depressions holding enough water to cover a five cent piece shall be filled with Court Patch Binder Patching Mix. 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1 gallon Dry Portland Cement (Type I). **This step shall be accomplished prior to the squeegee application of Acrylic Resurfacers.** The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed.
to maintain work ability. Allow to dry thoroughly and cure.

NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN LANDSCAPE ARCHITECT HAS ACCEPTED THE SURFACE.

d. Acid Treatment: Concrete Preparer shall be applied to all uncoated concrete surfaces at the rate of .01 to .012 gallon per square yard. Dilute 1 gallon of Concrete Preparer with 4 gallons of potable water. Apply liberally to the surface and spread with a soft hair push broom. After the surface has dried remove any dust or latent material.

e. Primer: California Ti Coat shall be applied to all uncoated concrete surface prior to application of filler materials. Apply at an application rate of .025-.03 gallon per square yard.

1) Mix component A with Component B at a ratio of 1:1. Let stand for 20-30 minutes prior to use.

2) Apply with a short nap phenolic core roller.

3) Allow the Ti Coat to dry for approximately 1-3 hours until the surface is slightly tacky to the touch. In no case shall the surface be left overnight before receiving an application of Acrylic Resurfacer.

f. Filler Course. (Acrylic Resurfacer): On the properly applied Ti Coat the filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application.

1) Over a properly repaired surface of concrete on existing courts, apply one coat of Acrylic Resurfacer according to the following mix:

<table>
<thead>
<tr>
<th>Material</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acrylic Resurfacer</td>
<td>55 gallons</td>
</tr>
<tr>
<td>Water</td>
<td>20 - 40 gallons</td>
</tr>
<tr>
<td>Sand</td>
<td>600-800 pounds / 60-80 mesh</td>
</tr>
<tr>
<td>Liquid Yield</td>
<td>112-138 gallons</td>
</tr>
</tbody>
</table>

On new concrete, two coats of Acrylic Resurfacer may be used to properly fill all voids in the asphalt surface. Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface.

2) Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.

3) Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

3. Application of Acrylic Color Playing Color Playing Surface

a. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or
other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.

b. Blend color base and Plexichrome with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be:

<table>
<thead>
<tr>
<th>Component</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Color Base</td>
<td>30 gallons</td>
</tr>
<tr>
<td>Plexichrome</td>
<td>20 gallons</td>
</tr>
<tr>
<td>Water</td>
<td>20 gallons</td>
</tr>
</tbody>
</table>

c. Application shall be made by 50 durometer rubber faced squeegees. The Fortified Plexipave mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.

d. A total of 3 applications of Fortified Plexipave shall be made to achieve a total application rate of not less than .15 gal./sq. No application should be made until the previous application is thoroughly dry.

4. **Line Painting** - Line shall be 2" wide unless otherwise noted on the drawings. Lines shall be carefully laid out in accordance with ASBA and USTA guidelines. The area to be marked shall be taped to insure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sf./gal. (3/4 gal. per tennis court).

5. **Clean Up**

a. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state and Federal regulations.

b. Leave site in a clean and orderly condition.

E. **Colors** - See plan for placement of colors, and colors.

F. **Inspection**: Contractor shall notify the City at the completion of each stage of the operation and shall allow reasonable time for inspection prior to proceeding with each following stage until authorization to proceed has been received from the City.

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

**Item No. 31 - Tennis Court Posts and Nets**

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

A. **Tennis Court Post** shall consist of two (2) new sets of posts per court, 3" square, heavy gauge steel, coated with baked on Vinyl finish on exterior and interior of post. The contractor shall request the Vinyl finish color shall be black. The post feature internal all brass net tightening gears, a pulley, and external handle. The Tennis Court Post, Model #2205 shall be by Patterson Williams Athletics or approved equal.

B. **Concrete Footing** shall be Portland Cement Concrete Type II Class "D", conforming to Section 10 of
the Standard Specifications. Footing Diameters shall be consistent with exist concrete footings for Tennis Court Post and Center Tie-Down Ground Sleeve shall be installed according to manufactures specifications.

C. **Tennis Court Hardware** shall be by Patterson Williams Athletics or approved equal and shall consist of the following. Center Tie-Down Ground Sleeve Model # 8371-20 and installed with a concrete footing. Net Tie-Down Strap Model # 8371-30.

D. **Tennis Court Premium Nets** shall be by Patterson Williams Athletics or approved equal. Tennis Court Nets Model # 8352 (42” X 3-1/2”).

Distributed by: Patterson Williams Athletic Company 1-800-687-5768,
FAX (520) 445-8185

**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 installing Tennis Court Posts and Net, as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 32 – Irrigation Modifications**
This item shall consist of furnishing materials to and modifying the existing irrigation system as required to construct new park improvements by adding removing or additional sprinkler heads if required and adjusting existing sprinkler heads to provide coverage for planter areas, and installing new automatic irrigation system as shown on the plans in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

A. **Preconstruction Test of Existing Irrigation System** – City and Contractor shall perform a preconstruction irrigation test prior to the start of construction. During the test all existing remote control valves shall be turned on with the irrigation controller (manually operation is not permitted). The following irrigation items shall be marked with flags and marking paint: valves, quick couplers, working heads marked blue and broken head marker yellow. All existing broken heads shall be repaired by the City unless specified as an item on the project plans or specifications. Any irrigation damaged during construction shall be repaired by the contractor as soon as possible and shall be at the contractor expense.

B. **Electric Control Valve** shall conform to Section 36-13 of the Standard Specifications. Electric control valves shall be Hunter brass model IBV, or approved equal, and shall be constructed as specified in Section 10-50 of the Standard Specifications. Lawn and shrub area valves shall be installed at grade.

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

D. **Electrical** shall conform to Section 34 of the Standard Specifications.

E. **Irrigation Control Wires** shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trench for irrigation control wires through existing lawn shall be twenty-four inches (24") deep. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.

Irrigation Control Wires shall be color coded to the use listed below and follow the colors associated with them.
- Full Rotor - Red Wire
- Part Rotor - Green Wire
- Spray Heads - Yellow Wire
Bubblers - Blue Wire
Common Wire - White Wire

F. **Quick Coupling Valves** shall be by Hunter Model HQ-5RC or approved equal as specified in the plans, or approved equal. Quick coupling valve shall be constructed of brass with a locking yellow thermoplastic rubber cover with "DO NOT DRINK" markings. Quick Coupling valve shall be installed as shown on the plans in conformance with Section 10-53 of the Standard Specifications (the following shall be disregarded in the Standard Specifications "...single slot type with an inch (1") treaded pipe connection and one (1") key connection..."). Valve box shall be installed with the top at finished grade.

G. **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.

H. **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 200 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.

I. **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.

J. **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.

K. **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 manufacturers specifications.

L. **Sprinklers** shall be installed at the locations shown on the plans, in conformance with Standard Drawing No. L-50 of Section 38 of the Standard Specifications. Sprinklers shall be the type and model as shown on the plans.

M. **Ball Valve Assembly** shall be installed at the locations shown on the Plans. Ball Valve Assembly shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be the type and model 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.

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

**Item No. 33 – Turf Sodding**
This item shall consist of preparing and planting lawn sod in the areas designated on the planting plan for turf sod and in other areas damaged by grading and construction operations in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

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

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

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

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

1. Soil Conditioner/Fertilizer shall be Tri-C 6-2-4 w/ 5% Sulfur, or approved equal. Soil conditioner shall contain 6-2-4 (NPK ratio) and 20% humic acids, and shall be applied at the rate of 70 lbs. per 1,000 square feet. Soil conditioner shall be cultivated into the top six inches (6") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Project Construction Inspector. For supplier call 1-800-927-3311 or (909) 590-1790.

2. Organic Amendment shall be nitrogen treated fir bark with the following properties:

Physical Properties: 95% - 100% passing, sieve size 6.35 mm (1/4" inch), 80% - 100% passing, sieve size 2.38 mm (No. 8, 8 mesh), and 0% - 30% passing, sieve size 500 micron (No. 35, 32 mesh).
Chemical Properties: Nitrogen Content (dry weight basis) – 0.4-0.6% iron content – minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts – maximum 3.5 milliohms / centimeter @ 25 degrees C. as determined by saturation extract method; ash – 0 – 6.0%

Amendment shall be uniformly distributed throughout all irrigated planted areas and incorporated to a homogenously blended depth of six inches. Application rate shall be 3 cubic yards per 1,000 square foot.

D. Turf Sod shall consist of a mix of 90% Dwarf Fescue and 10% Kentucky Bluegrass, and shall conform to Section 10-42, and applicable paragraphs of Section 35-12 of the Standard Specifications.

E. Turf Starter Fertilizer paid under the bid item for Turf Hydroseeding to Install.

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

NIELSEN PARK:

Item No. 34 - Temporary Construction Fence to Install

Woodlake, Camellia and Nielsen Park Improvements
This item shall consist of furnishing, installing and maintaining a 6’ high temporary construction Chain Link Fence around construction area as shown on the Plans in conformance with Section 10 of the Standard Specifications.

A. **Demolition** shall begin only after the temporary fence has been installed. Fence to remain in place throughout the duration of the project until the concrete fence is installed, or as directed by the Inspector. Fences with panel stands are preferred over in-ground mount. They shall be secured to keep residence dogs from entering the site and is secure.

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

**Item No. 35 - 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. **Playground Equipment** shall be removed, including an existing playground structure, swings and other items play equipment indicated on the Demolition plan for removal, including all concrete footings.

B. **Playground Wood Fiber** shall be removed from the playground. The top 4” of existing non-decomposed wood fiber may be saved and reused underneath the new playground wood fiber. The remaining and decomposed wood fiber shall be removed from the project site and disposed of by the Contractor.

C. **Bench, Tennis Posts and Nets** to be removed as shown on the plans.

D. **Concrete Flatwork and Mow Band** shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.

E. **Other items noted on plans** shall be removed as shown on the plans including and concrete footings. All resulting debris shall be removed and legally disposed of away from the project site.

F. **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

G. **Debris** including concrete shall be removed by the Contractor. Exact limits of concrete, trash and debris removal shall be determined by the Parks Construction Inspector. All items removed by the Contractor shall be legally disposed of off-site.

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

**Item No. 36 - Play Area Catch Basins to Clean and Flush**
This item shall consist of cleaning out debris within the existing Play Area Catch Basins and flushing the drain lines back to the existing clean out to ensure the playground drains properly.

**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 proving and completing the Play Area Catch Basins to Clean and Flush as shown on the plans, as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 37 - Pedestrian Concrete Paving
This item shall consist of furnishing and constructing 3-1/2" thick Concrete Flatwork as shown on the plans in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications, geotechnical report 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 poured prior to placement of concrete flatwork. The contractor shall construct a test panel of 3' X 3' X 3-1/2" thick minimum dimensions. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test pour. If the test is found to be unsatisfactory by the City, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test panel shall be the same as those used throughout the installation of concrete.

E. Reinforcement 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 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 Pedestrian Concrete Paving as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 38 - Play Area Ramp
This item shall consist of constructing a Playground Concrete Ramp as shown on the plans, in conformance with Sections 10, 19, 24 and 38, details T-50 thru T-79 of the Standard Specifications.

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

B. 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.

C. 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.

D. Grooves shall be as shown in Section 38, detail T-60 of the Standard Specifications.

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

Item No. 39 - Playground Equipment to Install
This item shall consist of furnishing and installing the Play Equipment as shown on the Plans and in conformance with these Special Provisions and the manufacturer’s specifications and details.

A. **Play Equipment** shall be per plans and shall be **purchased by the Contractor**. The play equipment components shall be installed as shown on the plans and shall be composed of such material and constructed as specified by the manufacturer. All posts shall be steel. The Contractor will be responsible for receiving and storing the play equipment until it is installed.

B. **Play Equipment** shall be by Landscape Structures as distributed by: Ross Recreation, Contact: Jon Bawden, (530) 392-2860.

C. **Concrete Footings** shall be installed as specified by the manufacturer and shall be Type II Class “D” Portland Cement Concrete, conforming to Section 10 of the Standard Specifications.

D. **Manufacturer's Representative** shall inspect the play equipment after the installation and provide the City with a letter that states the play equipment is installed in compliance with the manufacturer’s specifications and details.

E. **Compliance**: Contractor shall assemble and install playground equipment in compliance with the written instructions of the manufacturer. The playground equipment shall either be:

1. Assembled and installed by or under the direct supervision of an individual who is authorized by the manufacturer to assemble and install the equipment.

AND

2. Prior to its first use, the playground equipment shall be inspected by a Certified Playground Safety Inspector who shall certify in writing that the equipment, insofar as it can be seen without disassembling it or digging into the surfacing, is in compliance with ASTM F-1487-98 and CPSC Handbook Publication number 325.

F. **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 Play Equipment to Furnish and Install as shown on plans, as specified in these Special Provisions and as directed by the Landscape Architect.

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**Item No. 40 - Playground Wood Fiber to Place**
This item shall consist of reinstalling the removed 4” depth of existing playground wood fiber and furnishing and installing an additional eight or more inches of new playground wood fiber to achieve a minimum **compacted** twelve inches (12”) finished depth at the playground edges **at time of final acceptance** over new Geo-Textile Fabric in the play area as shown on the plans in conformance with these Special Provisions and the manufacturer’s specifications.

A. **Existing Playground Wood Fiber** which consists of the top 4” of existing nondecomposed wood fiber removed from the existing playgrounds under Demolition of these special provisions shall
be reinstalled on top of the new geo-textile fabric.

B. **Wood Fiber** shall be Sun-Up Playground Fiber, or approved equal. Wood fiber shall be 100% virgin wood fiber comprised of new softwoods, primarily Douglas fir, White Fir and Cedar. Wood fiber shall have **blunt ends**, and shall be void of nails, staples, bark, leaves, dirt, twigs or splinters. Wood Fiber shall be non-toxic with no chemicals or additives, and shall be wheelchair accessible. Wood fiber shall meet the sieve requirements of ASTM C-136 which call for the following:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percentage Passing by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot;</td>
<td>100%</td>
</tr>
<tr>
<td>3/8&quot;</td>
<td>60-90%</td>
</tr>
<tr>
<td>No. 4 Sieve</td>
<td>30-50%</td>
</tr>
<tr>
<td>No. 10 Sieve</td>
<td>10-20%</td>
</tr>
<tr>
<td>No. 60 Sieve</td>
<td>0-5%</td>
</tr>
<tr>
<td>No. 200 Sieve</td>
<td>0-1%</td>
</tr>
</tbody>
</table>

C. **Product Certifications** - The Wood Fiber system shall be certified as meeting the U.S. Consumer Product Safety Commission's technical guidelines for playground surfacing as follows: When tested in accordance with suggested test method in Paragraph 1, 2, and 3, a surface should not impact a peak acceleration in excess of 200 g's to an instrumented ANSI head form dropped on a surface from the maximum estimated fall height. Copies of the testing procedures of the Wood Fiber system and results performed by an independent testing source, which demonstrates compliance with the C.P.S.C. guidelines, shall be provided. The Contractor shall provide the City with a Certificate of Insurance for product liability with the limit of liability of not less than $2,000,000 for the wood fiber supplied. The Wood Fiber system shall have a minimum warranty of one (1) year from date of installation against decay and biochemical degradation calling for replacement of defective materials during the guarantee period. Wood Fiber shall not be installed until after play equipment is installed.

D. **Subgrade** for play area shall be free of segregated material and shall have a relative compaction of not less than 85%. Subgrade shall be finish graded and sloped to drain to the play area catch basin at a 1%-9 minimum slope.

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

F. **Geo-textile Fabric** shall be new and placed on top of the prepared sub-grade as shown on the plans, so as not to allow any contact between the Wood Fiber and the sub-grade. Geo-textile Fabric shall be polyester. Fabric shall have a minimum thickness of 3/16". Fabric shall be non-woven, and shall be permeable and not act as a wicking agent.

G. **Staples or Fasteners** – Geo-textile fabric shall be held in place by the use of staples or fasteners along all corners and seams at approximately 10' O.C. or closer as required to hold Geo-textile fabric in place.

H. **Installation** of wood fiber shall be within forty-eight (48) hours after play equipment is installed. Wood Fiber shall be placed on top of the Geo-Textile Fabric as shown on the plans. The Wood Fiber shall be uniform and level when compacted. Contractor shall thoroughly sprinkle wood fiber after installation and rolled with a partially filled lawn roller in all directions for compaction. The Wood Fiber shall be compacted to a 12" finished depth at the edges of play area at the time of final acceptance by the City. The depth of wood fiber in the center of the play area...
area over the play area catch basin will be greater than 12".

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

Item No. 41 - Petromat Overlay
This item shall consist of furnishing and constructing Petromat Overlay or approved equal as specified and in conformance with these Special Provisions.

A. Court Preparation shall consist of filling all cracks ¼" and larger with hot mixed asphalt or vinyl concrete. Water flood tennis courts and mark low areas. Pre-level with ½" Maximum Medium Type "A" Hot Mix Asphalt and shall complies with Caltrans Standard Specifications, Section 39. Viscosity Grade will be AR-4000 per Section 92 in Caltrans Standard Specifications.

B. Petromat Overlay shall consist of spraying AR-4000 at a rate of .25/per sq. yd., furnishing and placing Pertomat fabric over the (2) two tennis court (approximately 13,200 square feet, 110 X 120). The petromat shall be a heat-set, nonwoven, polypropylene geotextile with high asphalt absorption. The petromat shall have these minimum qualities; grab tensile strength ASTM 4632, Puncture Strength ASTM D 4833, and Asphalt Retention TX DOT 3099.

C. Asphalt Overlay shall consist of overlaying the Pertomat fabric with Minumum 2" of compacted ½" Maximum Medium Type "A" Hot Mix Asphalt and shall complies with Caltrans Standard Specifications, Section 39. Viscosity Grade will be AR-4000 per Section 92 in Caltrans Standard Specifications (approximately 13,200 square feet, 110 X 120).

D. Asphalt Overlay Edging shall be feathered down to existing grade at perimeter the Tennis Court. Existing fence fabric shall be removed before Asphalt Overlay.

E. Survey shall be conducted by licensed Surveyor to verify grades of new asphalt overlay as shown on the plan. Contractor shall fill any depressions and ensure that there is no ponding on the courts.

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

Item No. 42 - Tennis Court Color Coat Surfacing and Banding
This item shall consist of furnishing and installing Color Court Surfacing on cured asphalt pavement as shown on plans and Striping the courts in conformance with these Special Provisions and the manufacturer's specifications.

A. Color Court Surfacing - Acrylic athletic surfacing system, highly pigmented, comprised of a combination of texture coats and finish coats providing a long-wearing color surface of uniform texture by California Products Corporation "Plexipave System", or approved equal.


B. General

1. Quality Assurance

Woodlake, Camellia and Nielsen Park Improvements
j. Surfacing shall conform to the guidelines of the ASBA for planarity.
k. Concrete shall have a vapor barrier in accordance with ASTM E-1745.
l. Concrete mixes should be placed with a water/cement ratio of .45.
m. Curing compounds should not be used unless the curing compound manufacturer specifically states the surface may be coated with water based acrylic coatings.
n. All surface coatings products shall be supplied by a single manufacturer.
o. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
p. The contractor shall provide the Landscape Architect, upon request, an estimate of the volume of each product to be used on the site.
q. The installer shall be an authorized applicator of the specified system.
r. The manufacturer's representative shall be available to help resolve material questions.

2. Submittals

   g. Manufacturer specifications for components, color chart and installation instructions.
   h. Authorized Applicator certificate from the surface system manufacturer.
   i. ITF classification certificate for the system to be installed.
   j. Reference list from the installer of at least 5 projects of similar scope done in each of the past 3 years.
   k. Current Material Safety Data Sheets (MSDS).
   l. Product substitution: **If other than the product specified, the contractor shall submit within 7 days after bid award a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to that originally specified.** Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. Test method similar to ASTM G53. The color system shall have an ITF pace rating in Category 2. Under no circumstances will systems from multiple manufacturers be considered.

3. Material Handling and Storage

   d. Store materials in accordance with manufacturer specifications and MSDS.
   e. Deliver product to the site in original unopened containers with proper labels attached.
   f. All surfacing materials shall be non flammable.

4. Guarantee - Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion.

5. Installer Qualifications

   d. Installer shall be regularly engaged in construction and surfacing of acrylic tennis courts, play courts or similar surfaces.
   e. Installer shall be an Authorized Applicator of the specified surface system.
   f. Installer shall be a builder member of the ASBA.

6. Manufacturer Qualifications
d. System manufacturer shall provide documentation that the surface to be installed has been classified by the ITF as a medium pace surface.

e. System manufacturer shall be a US owned company.

f. System manufacturer shall be a member of the ASBA.

C. Products

1. Materials

   i. Patching Mix (California Court Patch Binder) - for use in patching cracks, holes, depressions and other surface imperfections.

   j. Crack Filler (Plexipave Crack Filler) - for use in filling fine cracks.

   k. Concrete Preparer is a specially formulated acid heat for use in neutralizing the concrete in preparation for the Plexipave System.

   l. Adhesion Primer - (California TiCoat) is a two component water based epoxy primer for uncoated concrete surfaces.

   m. Acrylic Filler Course (California Acrylic Resurfacer) - for use as a filler for new or existing concrete surfaces. The 100% acrylic filler shall be blended with approved silica sand at the job site.

   n. Acrylic Color Playing Surface (Plexichrome/Plexipave Color Base) - for use as the finish color and texture. Plexichrome and Plexipave Color Base are blended at the job site to achieve the correct surface texture. *Factory Fortified Plexipave may be used as an alternative material.

   o. Line Paint (California Line Paint) - for use as the line marking on the court/play surface.

   p. Water - for use in dilution/mixing shall be clean and potable.

2. Material Specifications

   a. Court Patch Binder - 100% acrylic resin blended with Portland Cement and silica sand.

      1) Percent solids by weight (minimum) 46%
      2) Weight 8.7-8.9 lbs./gallon

   b. Plexipave Crack Filler - 100% acrylic resin heavily filled with sand.

      1) Percent solids by weight (minimum) 85%
      2) Percent solids by weight (minimum) 15 lbs./gallon

   c. Concrete Preparer - Phosphoric Acid based surface treatment

      1) Percent solids by weight (minimum) 25.5%
      2) Weight 9.5-9.6 lbs./gallon

   d. California TiCoat - 2 component epoxy primer
1) Percent solids by weight (minimum) 34.6-34.8%
2) Weight 8.55-8.70 lbs./gallon

e. California Acrylic Resurfacer – 100% acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgite.

1) Percent solids by weight (minimum) 26.7%
2) Weight 8.7-8.9 lbs./gallon

f. Plexichrome – 100% acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments. Green shall contain not less than 8% chrome oxide.

1) Percent solids by weight (minimum) 36.5%
2) Weight 10.0-10.2 lbs./gallon

g. Plexipave Color Base – 100% acrylic resin containing no vinyl copolymerization constituent. Contains not more than 63% rounded silica sand.

1) Percent solids by weight (minimum) 74%
2) Weight 13.1-14.1 lbs./gallon

h. California Line Paint – 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand.

1) Percent solids by weight (minimum) 60.5%
2) Weight 12.12-13.3 lbs./gallon

All surfacing materials shall be non-flammable and have a VOC content of not less than 100g./ltr. Measured by EPA method 24.

Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to insure quality and stability.

D. Execution

1. Weather Limitations
   a. Do not install when rainfall in imminent or extremely high humidity prevents drying.
   b. Do not apply unless surface and air temperature are 50°F and rising.
   c. Do not apply if surface temperature is in excess of 140°F.

2. Preparation for acrylic Color Playing System
   a. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with Clorox or approved product to kill the organisms and then be properly rinsed.

   b. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of Court Patch Binder according to manufacturer's specifications.
c. **Depression:** Depressions holding enough water to cover a five cent piece shall be filled with Court Patch Binder Patching Mix. 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1 gallon Dry Portland Cement (Type I). **This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer.** The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability. Allow to dry thoroughly and cure.

NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN LANDSCAPE ARCHITECT HAS ACCEPTED THE SURFACE.

d. **Acid Treatment:** Concrete Preparer shall be applied to all uncoated concrete surfaces at the rate of .01 to .012 gallon per square yard. Dilute 1 gallon of Concrete Preparer with 4 gallons of potable water. Apply liberally to the surface and spread with a soft hair push broom. After the surface has dried remove any dust or latent material.

e. **Primer:** California Ti Coat shall be applied to all uncoated concrete surface prior to application of filler materials. Apply at an application rate of .025-.03 gallon per square yard.

1) Mix component A with Component B at a ratio of 1:1. Let stand for 20-30 minutes prior to use.

2) Apply with a short nap phenolic core roller.

3) Allow the Ti Coat to dry for approximately 1-3 hours until the surface is slightly tacky to the touch. In no case shall the surface be left overnight before receiving an application of Acrylic Resurfacer.

f. **Filler Course. (Acrylic Resurfacer):** On the properly applied Ti Coat the filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application.

1) Over a properly repaired surface of concrete on existing courts, apply one coat of Acrylic Resurfacer according to the following mix:

<table>
<thead>
<tr>
<th>Component</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acrylic Resurfacer</td>
<td>55 gallons</td>
</tr>
<tr>
<td>Water</td>
<td>20 - 40 gallons</td>
</tr>
<tr>
<td>Sand</td>
<td>600-800 pounds / 60-80 mesh</td>
</tr>
<tr>
<td>Liquid Yield</td>
<td>112-138 gallons</td>
</tr>
</tbody>
</table>

On new concrete, two coats of Acrylic Resurfacer may be used to properly fill all voids in the asphalt surface. Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the
roughness and temperature of the surface.

2) Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.

3) Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

3. Application of Acrylic Color Playing Color Playing Surface

   a. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.

   b. Blend color base and Plexichrome with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be:

      | Color Base | 30 gallons |
      | Plexichrome | 20 gallons |
      | Water | 20 gallons |

   c. Application shall be made by 50 durometer rubber faced squeegees. The Fortified Plexipave mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.

   d. A total of 3 applications of Fortified Plexipave shall be made to achieve a total application rate of not less than .15 gal./sy. No application should be made until the previous application is thoroughly dry.

4. Line Painting - Line shall be 2" wide unless otherwise noted on the drawings. Lines shall be carefully laid out in accordance with ASBA and USTA guidelines. The area to be marked shall be taped to insure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sf./gal. (3/4 gal. per tennis court).

5. Clean Up

   a. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state and Federal regulations.

   b. Leave site in a clean and orderly condition.

E. Colors – See plan for placement of colors, and colors.

F. Inspection: Contractor shall notify the City at the completion of each stage of the operation and shall allow reasonable time for inspection prior to proceeding with each following stage until authorization to proceed has been received from the City.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in constructing Tennis Court Color Coat Surfacing and Striping as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.
Item No. 43 - Tennis Court Posts and Net

This item shall consist of furnishing and installing Tennis Court Posts and Net as shown on the plans in conformance with these Special Provisions and the manufacturer’s specifications.

A. Tennis Court Post shall consist of two (2) new sets of posts per court, 3” square, heavy gauge steel, coated with baked on Vinyl finish on exterior and interior of post. The contractor shall request the Vinyl finish color shall be black. The post feature internal all brass net tightening gears, a pulley, and external handle. The Tennis Court Post, Model #2205 shall be by Patterson Williams Athletics or approved equal.

B. Concrete Footing shall be Portland Cement Concrete Type II Class “D”, conforming to Section 10 of the Standard Specifications. Footing Diameters shall be consistent with exist concrete footings for Tennis Court Post and Center Tie-Down Ground Sleeve shall be installed according to manufactures specifications.

C. Tennis Court Hardware shall be by Patterson Williams Athletics or approved equal and shall consist of the following. Center Tie-Down Ground Sleeve Model # 8371-20 and installed with a concrete footing. Net Tie-Down Strap Model # 8371-30.

D. Tennis Court Premium Net shall be by Patterson Williams Athletics or approved equal. Tennis Court Net - Model # 8352 (42’ X 3-1/2’).

Distributed by: Patterson Williams Athletic Company 1-800-687-5768, FAX (520) 445-8185

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 installing Tennis Court Posts and Net, as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. 44 - Basketball Standards and Nets

This item shall consist of furnishing and installing Basketball Post, Backboards, Goal and Net as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Basketball Posts shall be by True Bounce or approved equal. Backboard Poles are 6” x 6” x3/16” square steel poles with a 6’ foot extension model #PA666.

Backboard shall be clear 42’ x 72” x 1/2” model XL7042, with 72” backboard pad model # BP072. Goals are heavy duty breakaway goals model # RB1000. Nets are nylon, model #BN 141. Posts shall be powder-coated color Green, and the backboard trim color shall be Royal Blue. Install according to manufacturer’s specifications.

B. Distributed by: California Sports and Recreation Inc, Contact: Joe Seevie at (916) 374-8349, fax (916) 374-8365.

C. Concrete Footings shall be installed as specified by the manufacturer and shall be Type II Class “D” Portland Cement Concrete, conforming to Paragraph 10 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
Basketball Standards and Net as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 45 – Bark Mulch**  
This item shall consist of furnishing and installing a 3” layer of bark mulch over landscape weed fabric as shown on the plans in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. **Mulch** shall be evenly spread in all planter areas as specified on the plans. Mulch shall be Medium Walk on Bark, consisting of shredded Douglas fir, Red fir or white fir, fibrous in nature, four-inch (4”) minimum to four-inch (4”) maximum in length, available from Redi-Gro, or approved equal. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.

B. **Mulch** shall be at a three -inch (3”) finished depth at time of final acceptance by the City, and shall be free of deleterious material.

C. **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.

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

**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 Bark Mulch to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 46 - 32’ x 32’ Shade Canopy to Install**  
This item shall consist of furnishing and installing one 32’ x 32’ Shade Canopy as shown on the plans in conformance with these Special Provisions and the manufacturer’s specifications.

A. **Shade Canopy** will be purchased and installed by the Contractor. The contractor will be responsible for receiving and storing shade canopies until they are installed. Structure shall be a steel frame structure with a polyester fabric canopy, rectangle in shape, Size per plans as purchased from All About Play. Contact Kristin Petty at 916-207-1555.

B. **Roof Dimensions:** per plans.

C. **All Beams** shall be structural steel tube sized according to the manufacturer’s structural engineering plans, color per plans.

D. **Steel Columns** shall be structural steel tube sized according to the manufacturer’s structural engineering plans. Color shall be per plans.

E. **Fabric** shall be a durable synthetic fabric designed for use in tension shade products. Fabric shall provide a minimum of 95% UV protection. Color shall be per plans.

F. **All Fasteners** shall be as supplied and specified by the manufacturer and hidden at all connections.

G. **All structural members** shall be powder coated, color per plans.

H. **Shade Canopy Inspection-** The Contractor shall provide documentation from a representative of the Woodlake, Camellia and Nielsen Park Improvements
manufacturer that the shade canopy has been installed per manufacturer's specifications. The Contractor is responsible for any modifications to comply with manufacturer's specifications. Upon completion of the installation, manufacturer's representative shall provide documentation stating that the shade canopy is installed per manufacturer's specifications. Documentation shall be provided to the project manager prior to final acceptance.

I. **Concrete Footings** shall be installed as specified by the manufacturer and shall be Type II Class “D” Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications.

J. **Column Locations** shall be staked on site prior to ordering in order to verify that column locations will not interfere with the play equipment fall zones.

K. **Playground Inspection** The Contractor shall provide documentation from a National Playground Safety Institute (NPSI) inspector that the proposed column locations will not interfere with the fall zones. In the event that the dimensions shown on the plan result in an interference with the fall zone, the Contractor shall bring this to the attention of the Landscape Architect and Inspector. Upon completion of the installation, the NPSI inspector shall provide documentation stating that the shade canopy does not interfere with the play equipment fall zones. Documentation shall be provided to the project manager prior to final acceptance.

L. **Damaged Concrete** In the event that the concrete curbing or flatwork is damaged during the installation of the canopy, the contractor shall replace the concrete to its original condition at no additional expense to the City.

**Payment** shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 32' x 32' Shade Canopy to Furnish Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 47 - City Building Permit Inspection Coordination**

This item shall consist of scheduling and coordinating all necessary City Building Permit inspections required for the project, including obtaining a final inspection and closing out the City Building permit for the work shown on the plans in conformance with these Special Provisions and City Building Permit.

A. **City Building Permit** - The Landscape Architect will apply for a City Building Permit for the project. All the engineered drawings, permit fees and Special Inspections will be paid for the project by the City.

B. **Contractor's Responsibility** - The Contractor shall be responsible for the project Building Permit during the project, and return the approved permit to the Landscape Architect upon completion, and including the follows:

**Building Inspection Updates** – Contractor shall provide the Landscape Architect and Construction Inspector with monthly updates on the progress of all building inspections, and invite the Construction Inspector to attend Building Permit inspections.

C. **Construction and Demolition Debris Ordinance** (projects over $250,000) – Contractor shall keep a Waste Log of all materials hauled away from the project, including weight tickets of disposal and recycled materials. Waste Log shall be submitted at the end of the project, within 30 days after permit has been finalized. Refer to the **C&D Debris Ordinance Overview** provided as an attachment to Special Provision for this project.

D. **Building Permit Inspections** - Contractor shall be responsible for scheduling all necessary
Building inspections, and shall not cover over work until the work has been inspected and approved.

Contractor shall schedule all the required City Building Inspections by phone or online as indicated on the City Building Permit Envelope. The required inspection disciplines for this project are as follows:
1. Building
2. Life Safety

Contractor shall not cover or conceal any Building, Electrical, Plumbing or Mechanical work without City Building Inspectors signature on the Building Permit.

If the Contractor fails to allow for the required building inspections and special inspections of the work, the Contractor shall be liable for the costs to remove and reconstruct work to allow for the required inspections and for issuance of the final building inspection approval.

E. Special Inspections and Material Testing – The Contractor shall inform the Construction Inspector, who will schedule all required special inspections and material testing. Refer to the Schedule of Special Inspection in the Building Permit for the project.

Upon completion of the Special Inspections and testing work, the Special Inspection firm shall provide a final special inspection test report signed and stamped by the responsible professional engineer. This report will be needed for the Building Inspector at the final inspection, in order for final approval.

F. Final Inspection/Closeout of Building Permit – Contractor shall be responsible for a final inspection/closing out of the building permit. The Contractor will need the following documents at the final building inspection for final approval and to close out of the City Building permit:

1. C&D Debris Waste Log shall be submitted at the end of the project, within 30 days after permit has been finaled.
2. Final Special Inspection Report signed and stamped by the responsible professional engineer. This report will be needed for the Building Inspector at the final inspection, in order for final approval.

Payment shall be made at the lump sum price as a Final Pay Item Only, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in City Building Permit Inspection Coordination as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

III. ADDITIVE ALTERNATE BID ITEMS

WOODLAKE PARK:

Item No. A1 - Drinking Fountain to Replace
This item consists of removing the existing and furnishing and installing an accessible Drinking Fountain with Sump, and associated Cleanout, Drain Pipe and Supply Line as shown on the plans and in conformance with these Special Provisions.

A. Existing Drinking Fountain shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.
B. **Concrete Pad** shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.

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

D. **Drinking Fountain Assembly** shall be MDF 440 SM with Jug Filler, or approved equal. Color shall be Textured Pyrite. Nibco T-113-LF valve required. Freeze-proof valves are not required. Distributed by: Most Dependable Fountains, (800) 552-6331, fax (901) 867-0159 or Husband and Associates: 925-426-5001.

E. **3/4" Supply Line** shall be PVC pipe, Schedule 40, solvent weld with Schedule 80 fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.

F. **Disinfection of the domestic water line** shall be in conformance with Standard Specifications Section 27-12 – Disinfection of Water Mains. Delete the following paragraph Section 27-12, 5, e. and replace it with the following: "Twenty-Four (24) hours after flushing the chlorinated water from the domestic main the contractor will collect samples for testing." The samples shall be bacteriology tested for the items listed in Section 27-12, 5, f.

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

H. **Cleanout** shall be constructed as shown on the drawings. Concrete shall be Type II Class "D", as specified in Section 10 and concrete work shall be completed in conformance with applicable requirements of Section 30 of the Standard Specifications.

I. **Drain Line** shall be ABS or PVC pipe, Schedule 40, solvent weld with PVC DWV fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.

J. **Drain Grate** shall be No. 3 Round Drain, J. R. Smith Model 2110 series with vandal proof grate Model U or approved equal.

K. **Drainage Sump** shall be constructed per plans.

L. **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 Drinking Fountain with Sump as shown on the plans as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. A2 - Benches and Tables to Replace**

This item shall consist of removing the existing benches and tables, furnishing and installing Benches and Table, and installing concrete pads as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

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Woodlake, Camellia and Nielsen Park Improvements
A. **Existing Benches and Tables** shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.

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

C. **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.

D. **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.

E. **Bench** shall be six feet (6’) long by Patterson Williams, model #3111-06, with back and end arms, surface mounted, or approved equal. Color shall be TBD from manufacturer’s standard color chart.

F. **Picnic Table** shall be concrete and shall be ADA eight (8’) long by Patterson Williams, Inc., model # 3120-ADA; surface mounted. Color shall be TBD from manufacturer’s standard color chart.

G. Distributed by: O'Keefe Companies, Contact: Jeff Whitman, (925) 984-5486, fax (800) -621-1629.

H. **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 bid price, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 8’ ADA Picnic Table to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. A3 - Curb and Gutter, and Pedestrian Concrete Paving**

This item shall consist of removing and replacing existing Curb and Gutter and 3-1/2” thick Concrete Flatwork as shown on the plans in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications, geotechnical report and as amended by these Special Provisions.

A. **Existing Curb and Gutter and Pedestrian Concrete Paving** shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.

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

C. **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.

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

F. **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 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 Curb and Gutter, and Pedestrian Concrete Paving as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. A4 - Trees to Plant (15 Gal.)**
This item shall consist of furnishing, preparing and planting Trees in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

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

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

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

C. **Trees and Planting Materials** shall conform to Section 35-7 of the Standard Specifications, except where noted.


2. **Plant Schedules** shown on the plans are for the Contractor's convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.

3. **Tree Stake** shall be pressure-treated lodgepole pine, eight-foot (8') by two inch (2") diameter.

4. **Nursery Stakes** shall be removed at the time of planting. No nursery stake shall be present prior to final acceptance unless other directed by the Landscape Architect.

5. **Tree Ties** shall conform to Section 35-7, paragraph G with the exception of the ties shall be rubber and attached per planting detail.

6. **Mulch** shall conform to the applicable paragraphs of Section 35-8. Mulch area shall be a four-foot (4') diameter circle from the tree base in turf and shrub areas.

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

**CAMELLIA PARK:**

**Item No. A1 - Drinking Fountain to Replace**

This item consists of removing the existing and furnishing and installing an accessible Drinking Fountain with Sump, and associated Cleanout, Drain Pipe and Supply Line as shown on the plans and in conformance with these Special Provisions.

A. **Existing Drinking Fountain** shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.

B. **Concrete Pad** shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.

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

D. **Drinking Fountain Assembly** shall be MDF 440 SM with Jug Filler, or approved equal. Color shall be Textured Pyrite. Nibco T-113-LF valve required. Freeze-proof valves are not required. Distributed by: Most Dependable Fountains, (800) 552-6331, fax (901) 867-0159 or Husband and Associates: 925-426-5001.

E. **Drinking Fountain Assembly** shall be MDF 440 SM with Jug Filler, or approved equal. Color shall be Textured Pyrite. Nibco T-113-LF valve required. Freeze-proof valves are not required.

F. Distributed by: Most Dependable Fountains, (800) 552-6331, fax (901) 867-0159 or Husband and Associates: 925-426-5001.

G. **3/4" Supply Line** shall be PVC pipe, Schedule 40, solvent weld with Schedule 80 fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.

H. **Disinfection of the domestic water line** shall be in conformance with Standard Specifications Section 27-12 – Disinfection of Water Mains. Delete the following paragraph Section 27-12, 5, e. and replace it with the following: "Twenty-Four (24) hours after flushing the chlorinated water from the domestic main the contractor will collect samples for testing." The samples shall be bacteriology tested for the items listed in Section 27-12, 5, f.

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

J. **Cleanout** shall be constructed as shown on the drawings. Concrete shall be Type II Class "D", as specified in Section 10 and concrete work shall be completed in conformance with applicable requirements of Section 30 of the Standard Specifications.

K. **Drain Line** shall be ABS or PVC pipe, Schedule 40, solvent weld with PVC DWV fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.

L. **Drain Grate** shall be No. 3 Round Drain, J. R. Smith Model 2110 series with vandal proof grate Model U or approved equal.

M. **Drainage Sump** shall be constructed per plans.

N. **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 tacked 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 Drinking Fountain to Replace as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Item No. A2 - Trees to Plant (15 Gal.)

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

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

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

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

C. Trees and Planting Materials shall conform to Section 35-7 of the Standard Specifications, except where noted.


b. Plant Schedules shown on the plans are for the Contractor's convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.

c. Tree Stake shall be pressure-treated lodgepole pine, eight-foot (8') by two inch (2") diameter.

d. Nursery Stakes shall be removed at the time of planting. No nursery stake shall be present prior to final acceptance unless other directed by the Landscape Architect.

e. Tree Ties shall conform to Section 35-7, paragraph G with the exception of the ties shall be rubber and attached per planting detail.

f. Mulch shall conform to the applicable paragraphs of Section 35-8. Mulch area shall be a four-foot (4') diameter circle from the tree base in turf and shrub areas.

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

**NIELSEN PARK:**

Item No. A1 - Drinking Fountain to Replace

This item consists of removing the existing and furnishing and installing an accessible Drinking Fountain with Sump, and associated Cleanout, Drain Pipe and Supply Line as shown on the plans and in Woodlake, Camellia and Nielsen Park Improvements
conformance with these Special Provisions.

A. **Existing Drinking Fountain** shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.

B. **Concrete Pad** shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.

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

D. **Drinking Fountain Assembly** shall be MDF 440 SM with Jug Filler, or approved equal. Color shall be Textured Pyrite. Nibco T-113-LF valve required. Freeze-proof valves are not required.

E. Distributed by: Most Dependable Fountains, (800) 552-6331, fax (901) 867-0159 or Husband and Associates: 925-426-5001

F. **3/4” Supply Line** shall be PVC pipe, Schedule 40, solvent weld with Schedule 80 fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.

G. **Disinfection of the domestic water line** shall be in conformance with Standard Specifications Section 27-12 – Disinfection of Water Mains. Delete the following paragraph Section 27-12, 5, e. and replace it with the following: "Twenty-Four (24) hours after flushing the chlorinated water from the domestic main the contractor will collect samples for testing." The samples shall be bacteriology tested for the items listed in Section 27-12, 5, f.

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

I. **Cleanout** shall be constructed as shown on the drawings. Concrete shall be Type II Class “D”, as specified in Section 10 and concrete work shall be completed in conformance with applicable requirements of Section 30 of the Standard Specifications.

J. **Drain Line** shall be ABS or PVC pipe, Schedule 40, solvent weld with PVC DWV fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.

K. **Drain Grate** shall be No. 3 Round Drain, J. R. Smith Model 2110 series with vandal proof grate Model U or approved equal.

L. **Drainage Sump** shall be constructed per plans.

M. **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 Drinking Fountain to Replace as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. A2 – Pedestrian Concrete Paving to Replace and Benches to Install**
This item shall consist of removing existing and furnishing and constructing 3-1/2” thick Concrete Flatwork and removing and replacing existing benches as shown on the plans in conformance with Sections 10, 19, 24, and 38 of the Standard Specifications, geotechnical report and as amended by these Special Provisions.
A. **Existing Concrete Paving and Benches** shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of away from the project site.

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

C. **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.

D. **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.

E. **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.

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

G. **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.

H. **Benches** shall be per plans or approved equal and installed per manufacturer's instructions.

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

J. **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 the Pedestrian Concrete Paving to Replace and Benches to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. A3 - Fencing Fabric Repairs and Basketball/Tennis Rule Signs**

This item shall consist of proving installation materials and replacing the damaged chain link fencing fabric and installing Basketball and Tennis Rule Signs as shown on the Plans, in conformance with these Special Provisions.

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

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

C. **Signs** shall provided by the City, for installation by the contractor on the chain link fencing.

D. **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 Fencing Fabric Repairs and Basketball/Tennis Rule Signs as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. A4 - Picnic Tables to Install**

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

A. **Picnic tables** shall be per plans or approved equal and installed per manufacturer's instructions.

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

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

**Payment** shall be made at the unit 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 Tables to Install as shown on plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. A5 - Park Entry Renovations**

This item shall consist of furnishing materials, and constructing the park entry improvements, including removing and replacing the existing park sign, damaged concrete flatwork, and landscape planting as shown on the plans in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. **Demolition** of existing improvements shown on the plans, including the existing park sign and footings, damaged concrete flatwork, 6" Concrete mowBand, and landscaping. All resulting debris shall be removed and legally disposed of away from the project site.

B. **Concrete Sign and Base** shall be made of concrete mix, to include 8.5 sacks of Portland Cement per yard with a maximum rock size of ¾".

The coloring agent selected by the City of Sacramento shall be pure mineral oxides and shall be mixed integrally with the cement. The contractor shall request Outdoor Creations to use the City standard tan concrete color for the park sign.

The concrete sign and footing must attain a minimum compressive strength of 7,000 PSI.

The concrete shall be reinforced at a minimum #4 Rebar. The rebar shall be at a minimum 18" grid pattern throughout the interior of the sign. The concrete footing shall have a minimum of two rows of #4 rebar running parallel to the face of the footing. All formed surfaces and edges
are fully rounded and smooth finished.

Concrete graffiti-resistant sealer finish must be applied to all exposed surfaces. There must be a minimum of three (3) coat of sealer applied to the sign and footing prior to installation.

Concrete signs must be made of one solid piece of concrete. The concrete base must also be one solid piece of concrete.

The sign lettering size will vary depending on how many words are on the park sign. All lettering shall be recessed from the surface of the concrete sign, at minimum of half inch. Edges on the sign letters shall not be round. The lettering for the park name shall be the largest print, all upper case, painted hunter green, and the style shall be Goudy Bold. The "City of Sacramento" lettering shall be smaller than the park name, be upper and lower case text, painted hunter green, and the style shall be Goudy Bold. The "Department of Parks and Recreation" lettering shall be smaller print than the "City of Sacramento," be upper and lower case text, painted hunter green, and the style shall be Goudy Medium. Contractor shall submit a mockup of the sign and receive written approval for the City representative prior to ordering the concrete sign and concrete base.

The sign vendor will provide to the contractor two (2), 60" in length by 2" diameter galvanized steel pipes, schedule 40. The pipes will be installed vertically into the base, through the footing, and into the sign. Sign manufacture shall supply detail. The signs and footing shall be epoxies to one another as well as having the footing epoxies to the concrete base.

The Contractor shall have the means to transport the concrete sign and footing to the park site. The sign and footing will be placed on top of an aggregate base footing, provided by the contractor. The City of Sacramento is not responsible for any damage to the sign during the transportation or installation of the sign and base. The City of Sacramento will only be responsibility for the sign & base after the final acceptance walkthrough.

Sign Foundation shall be as shown on the plans.

Vendor Information: The sign shall be by Outdoor Creations Inc., or approved equal. Outdoor Creations Inc. Representative Contact, Chad Smith: Phone (530) 337-6774, Fax (530) 337-6675. Acceptance of Sign - The City of Sacramento is not responsible for any damage to the park sign during the transportation or installation of the sign and base. The City of Sacramento will only be responsibility for the sign & base after the final acceptance walkthrough. The contractor may wrap the park sign with black plastic until final acceptance by the City.

C. Concrete Mow Band and Pedestrian Concrete Paving

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

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.

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

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

Soil in Shrub and Groundcover areas adjacent to paved areas shall be graded so that after settlement, the soil will be three inches (3") below the top of the adjacent paving or curb.

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

1. Mulch shall conform to the applicable paragraphs of Section 35-6. Mulch shall be evenly spread in all shrub and groundcover areas to a three-inch (3") finished depth at the time of acceptance by the City. Mulch shall be shredded fibrous in nature, one-inch (1") minimum to four-inch (4") Maximum in length or Douglas Fir Walk on bark. Contractor shall submit a mulch sample to the Landscape Architect for approval at least fortyeight (48) hours prior to installation.

2. Landscape Fabric shall be Fabriscape Professional Landscape Fabric, Sounce Spunbond or an approved equal. Tensile Strength shall be 130 lbs and shall conform to ASTM D-4632. Elongation at break shall be less than 70% and conform to ASTM D-4632 and Puncture Strength shall be a minimum of 35 lbs and conform to ASTM D-4751. The Coefficient of Permeability shall be 4x10-2 cm / second and conform to ASTM D-4491. The landscape fabric shall be secured to the prepared subgrade with 4" mulch. Installation of the landscape fabric shall be installed to cover all of the shrub and ground cover areas. The landscape fabric shall be installed as one piece and installation of landscape fabric shall not have pieces smaller than 3' x 3' square unless approved by the construction inspector. The landscape fabric shall only have holes no greater than the root ball diameter of the plant material. No landscape fabric shall be exposed upon final acceptance by the City of Sacramento.

3. Staples or Fasteners - Landscape fabric shall be held in place by the use of staples or fasteners along all corners and seams at approximately 10' O.C. or closer as required to hold Landscape fabric in place. No staples or fasteners shall be placed within the shrub or groundcover root ball.

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

4. Soil Conditioner/Fertilizer Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulphur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.

Planting Materials shall conform to Section 10-43 and 35-8 of the Standard Specifications.

Mulch shall be evenly spread in all planter areas as specified on the plans. Mulch shall be Medium Walk on Bark, consisting of shredded Douglas fir, Red fir or white fir, fibrous in nature, four-inch (4") minimum to four-inch (4") maximum in length, available from Redi-Gro, or approved equal. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-
eight (48) hours prior to installation.

**Mulch** shall be at a three-inch (3") finished depth at time of final acceptance by the City, and shall be free of deleterious material.

**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.

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

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

**Item No. A6 - Trees to Plant (15 Gal.) and Park Rule Signs to Install**

This item shall consist of furnishing, preparing and planting Trees, and removing existing rule signs and installing new park rule signage in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

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

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

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

C. **Trees and Planting Materials** shall conform to Section 35-7 of the Standard Specifications, except where noted.


2. **Plant Schedules** shown on the plans are for the Contractor's convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.

3. **Tree Stake** shall be pressure-treated lodgepole pine, eight-foot (8') by two inch (2") diameter.

4. **Nursery Stakes** shall be removed at the time of planting. No nursery stake shall be present prior to final acceptance unless other directed by the Landscape Architect.

5. **Tree Ties** shall conform to Section 35-7, paragraph G with the exception of the ties shall be rubber and attached per planting detail.

6. **Mulch** shall conform to the applicable paragraphs of Section 35-8. Mulch area shall be a four-foot (4') diameter circle from the tree base in turf and shrub areas.

D. **Rule Signs** shall be provided by the City, for installation by the contractor. The top of the steel park

Woodlake, Camellia and Nielsen Park Improvements
sign will be installed flush with the top of the steel post and shall be installed as shown on Standard Drawing T-270, Standard Sign Center mount.

E. **Sign clamps** shall be two steel Single 2" ID U-Bracket Clamps.

F. **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 completing the Trees to Plant (15 Gal.) and Park Rule Signs to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. A7 - Swing Mat to Install**

This item shall consist of furnishing and installing a Mat Under the swings as shown on the plans and in conformance with these Special Provisions and as specified by the manufacturer.

A. **Foam Mat** shall be per Plans and by Zeager Bros. Inc., or approved equal, size as shown on Plans,

Supplier may be contacted at:

All About Play, (916) 923-2180  
Zeager Bros. Inc. 1(717) 944-7481

B. **Anchoring** shall be done with the use of 3/8-inch airline cable or stainless-steel cable connected to ½" diameter x 36-inch recessed steel anchor stakes at anchor points. Mat edges slope below wood fiber material to eliminate tripping hazards. Cable to be supplied by the Contractor. Anchor stakes shall be ordered along with mat.

Payment shall be at the unit price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Swing Mat to Install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

   TJR Resources, Inc.

2. Business name/disregarded entity name, if different from above

   C Corporation
   S Corporation
   Partnership
   Trust/estate
   Limited liability company: Enter the tax classification (C= corporation, S=S corporation, P=Partnership)

   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   Exempt payee code (if any)
   Exemption from FATCA reporting code (if any)

   Applies to accounts maintained outside the U.S.

5. Address (number, street, and apt. or suite no.) See instructions.
   PO Box 637
   6 City, state, and ZIP code
   Rancho Cordova, CA 95741
   Rancho Cordova, CA 95741

6. List account number(s) here (optional)

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give The Requester for guidelines on whose number to enter.

Social security number

or

Employer identification number

4 6 2 0 4 1 6 8 9

Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Digitally signed by Thomas Murphy
Date: 2018.01.09 14:58:58 -08'00'

9 Jan 2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
2018 Withholding Exemption Certificate

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name
TJR Resources, Inc

Payee Information

Name

PO Box 637

Address (apt./s/c, room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.)
Rancho Cordova

State CA
ZIP code 95741

Exemption Reason

Check only one box.

☐ Individuals — Certification of Residency:
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ Corporations:
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ Partnerships or Limited Liability Companies (LLCs):
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ Tax-Exempt Entities:
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 ____ (insert letter) or Internal Revenue Code Section 501(c) ____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ California Trusts:
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ Estates — Certification of Residency of Deceased Person:
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ Nonmilitary Spouse of a Military Servicemember:
I am the nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee’s name and title
Thomas E. Murphy

Payee's signature

Telephone (916) 752-6019

Date 09/27/2018

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# Certificate of Liability Insurance

**THOMEDW-01**  
**DATE:** 09/28/2018

**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 have additional insured provisions or 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 endorsements.

**PRODUCER:**  
License # 0F82764  
Inzone Insurance Services, Inc.  
2721 Citrus Road  
Suite A  
Rancho Cordova, CA 95742

**INSURED:**  
T J R Resources Inc  
PO Box 637  
Rancho Cordova, CA 95741

**CONTACT:**  
Amanda Moore  
PHONE: (916) 503-6303  
EMAIL: amoore@inszoneins.com

**INZONELINES AFFORDING COVERAGE**  
**NAIC #**

**INSURER A:**  
James River Insurance Company  
12203

**INSURER B:**  
MAPFRE  
23876

**INSURER C:**  
Everest National Ins Co  
10120

**COVERAGES**  
**CERTIFICATE NUMBER:**  
**REVISION NUMBER:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<th>TYPE OF INSURANCE</th>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT DATE</th>
<th>LIMITS</th>
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<td><strong>COMMERCIAL GENERAL LIABILITY</strong></td>
<td>T J R Resources Inc</td>
<td>00082911-0</td>
<td>04/25/2018 04/25/2019</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PROPERTY (per occurrence) $1,000,000.00  MED EXP (Any one person) $50,000.00  PERSONAL &amp; ADJ INJURY $1,000,000.00  GENERAL AGGREGATE $2,000,000.00  PRODUCTS COMPLAINT AGG $2,000,000.00  PER PROJECT AGG $5,000,000.00</td>
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<td>B</td>
<td><strong>AUTOMOBILE LIABILITY</strong></td>
<td>T J R Resources Inc</td>
<td>8004010001939</td>
<td>08/23/2018 08/23/2019</td>
<td>EACH OCCURRENCE AGGREGATE</td>
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<td>C</td>
<td><strong>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</strong></td>
<td>T J R Resources Inc</td>
<td>N/A</td>
<td>04/29/2019 04/29/2019</td>
<td>E.L. EACH ACCIDENT $1,000,000.00  E.L. DISAGREEMENT - EA EMPLOYEE $1,000,000.00  E.L. DISAGREEMENT - EA PERSON $1,000,000.00</td>
</tr>
</tbody>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:**  
(ACORD 191, Additional Remarks Schedule, may be attached if more space is required)  
City of Sacramento, Department of Youth, Parks & Community Enrichment, Woodlake Camellia & Nielsen Parks Improvements Bid #B1819112120 PN L19147100, L19202560, L19141200 and their respective Officers, Directors and Employees are included as Additional Insured in regards to General Liability and Commercial Auto per attached endorsement. Per Project Aggregate applies. Waiver of Subrogation applies to Workers Compensation. Should the above described policy be cancelled before the expiration date, notice will be delivered in accordance with the policy provisions.

**CERTIFICATE HOLDER**

City of Sacramento  
Attn.: Brenda Kee  
Department of Youth, Parks & Community Enrichment  
915 1st Street, 3rd Floor  
Sacramento, CA 95814

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENHANCED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the BUSINESS AUTO COVERAGE FORM apply unless modified by the endorsement.

A. BROAD FORM NAMED INSURED

SECTION II - LIABILITY COVERAGE, A.1., Who Is An Insured is amended by adding the following paragraph:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not otherwise insured for Business Auto Coverage. Coverage is extended up to a maximum period of 180 days following completion of acquisition or the legal formation of the business entity.

B. EMPLOYEES AS ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A.1., Who Is An Insured is amended by adding the following paragraph:

e. An "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

C. ADDITIONAL INSURED BY CONTRACT

Under SECTION II – LIABILITY COVERAGE, A.1., Who Is An Insured is amended by adding the following paragraph:

f. Any person or organization, with whom you have a written contract, but only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You, while using a covered "auto."
2. Any other person, while using a covered "auto" with your permission.

D. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A.2. Coverage Extensions, a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

(2) Up to $2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to $300 a day because of time off from work.

E. LIMIT OF INSURANCE

With respect to this endorsement, SECTION II - LIABILITY COVERAGE, C. Limit Of Insurance is amended by adding the following:

1. The insurance provided by this endorsement is excess over any other collectible insurance available to you.
F. PHYSICAL DAMAGE - TRANSPORTATION EXPENSE
SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions a. Transportation Expenses is replaced by the following:
We will pay up to $30 per day to a maximum of $900 for temporary transportation expense incurred by you as a result of a total theft of a covered "auto" of the private passenger type. We will pay only for covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of policy expiration, when the covered "auto" is returned to use or we pay for its "loss".
If the temporary transportation expense incurred arises from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE
SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions b. Loss of Use Expenses is amended as follows:

However, the most we will pay for any expenses for loss of use is $65 per day subject to a maximum limit of $975.

H. PERSONAL EFFECTS COVERAGE
SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Personal Effects
   The most we will pay is up to $400 for loss of wearing apparel and other personal effects which are:
   a. owned by an "insured"; and
   b. in or on your covered "auto".
   This coverage applies only in the event of a total theft of your covered "auto", or a total loss caused by fire, windstorm, vandalism or flood. We will pay only for covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.
   No deductibles apply to this coverage.

I. AIRBAG COVERAGE
SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.a. is replaced by the following:

a. Wear and tear, freezing, mechanical or electrical breakdown. The mechanical breakdown exclusion does not apply to the repair of an airbag due to accidental discharge.

J. NOTICE OF AND KNOWLEDGE OF OCCURRENCE
SECTION IV - BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss, paragraph a. is amended by adding the following:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. any partner, if you are a partnership; or
3. any executive officer or insurance manager, if you are a corporation.
K. BLANKET WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an insured contract.

L. UNINTENTIONAL ERRORS OR OMISSIONS; OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following:

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

M. HIRED CAR - WORLDWIDE COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Policy Period, Coverage Territory is amended by adding the following:

We will pay all sums an "Insured" legally must pay as damage because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the operation, maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for 30 days or less.

With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(1) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions;

(2) You will not make any settlement without our consent; and

(3) We will reimburse you for:

(a) the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this policy applies;

(b) all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits"; and

Our reimbursement obligation for the sum of all damages imposed on you and expenses incurred by you shall be limited to the amount stated in the policy as the applicable limit of our liability for damages.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where required by written contract or written agreement</td>
<td>All operations of the Named Insureds</td>
</tr>
</tbody>
</table>

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

A. **Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

| SCHEDULE |
|------------------|-------------------|
| **Name Of Additional Insured Person(s) Or Organization(s):** | **Location And Description Of Completed Operations:** |
| Where required by written contract or written agreement | All operations of the Named Insureds |

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY LIMITATION – AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS COMBINED LIABILITY POLICY

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each “Project” of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each “Project” of the Named Insured, under no circumstances will we pay more than $5,000,000 for all claims under this policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

“Project” means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple “locations” under one contract are not separate “projects” within the meaning of this coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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.

PERSON OR ORGANIZATION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

SCHEDULE

JOB DESCRIPTION
BLANKET WAIVER OF SUBROGATION

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

Endorsement Effective: 04/29/2018  Policy No. 7600016363181  Endorsement No. 001

Insured: TJR Resources, Inc.

Insurance Company: Everest National Insurance Company

Premium $ INCL.

Countersigned By: __________________________

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