Title: Contract: Shasta Park Playground Renovation Project Rebid

Location: District 8

Recommendation: Pass a Motion: 1) rejecting all bids received on March 13, 2019 for Shasta Park Playground Renovation Project (L19159500); 2) approving the construction plans and specifications for the Shasta Park Playground Renovation Project Rebid (L19159500); 3) awarding the contract for the project to Olympic Land Construction in an amount of $139,680; and 4) authorizing the City Manager or City Manager’s designee to execute the contract.

Contact: Dennis Day, Landscape Architect, (916) 808-7633; Raymond Costantino, Division Manager, (916) 808-1941; Park Planning and Development Services; 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 (YPCE) is seeking approval to award a contract to Olympic Land Construction for the Shasta Park Playground Renovation Rebid Project. Olympic Land Construction was the low bidder and the contract amount is $139,680. The improvements will consist of resurfacing the existing playground poured-in-place rubber surfacing, replacing a shade umbrella fabric, removing and replacing an inground utility box, and repairing the existing concrete split rail fence. Construction is expected to be completed by the mid-July 2019.

Shasta Community Park is a 21.2-acre community park located at 7400 Imagination Parkway, in Council District 8.

**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 strategic plan to enhance livability in Sacramento’s neighborhoods by expanding park, recreation, and trail facilities throughout the City.

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

The park construction project in the amount of $139,680 is expected to create 0.57 job (0.32 direct job and 0.25 indirect job through indirect and induced activities). Furthermore, it will create $86,242 in total economic output ($54,349 of direct output and $31,893 of output through indirect and induced activities).

**Environmental Considerations:** The proposed project is exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15301, existing facilities involving no expansion of use. The project consists of the repair and minor alterations of existing public facilities, mechanical equipment, and topographic features.

**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 City previously received five bids for Shasta Park Playground Renovation project on March 13, 2019. The City listed the wrong type of license for the rubber playground surfacing, so all bids had to be rejected and the invitation to bid reissued. The project construction documents were revised to correct the license requirement for the project for installation of the rubber playground surfacing. The revised project was rebid as Shasta Park Playground Renovation Rebid.

The formal bidding process for the Shasta Park Playground Renovation Rebid Project was posted in accordance with City Code 3.60 and Administrative Policy AP-4002. The bids were opened on April 10, 2019. Staff received one bid 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>Olympic Land Construction</td>
<td>$130,380</td>
<td>$9,300</td>
<td>$139,680</td>
<td>100%</td>
</tr>
</tbody>
</table>

The Engineer’s Estimate for the project was $133,450.

The low bidder was determined on the total bid.

Pursuant to City Code Sections 3.60.020 and 3.60.360 E, it was determined that Olympic Land Construction offered the lowest responsive bid and is a responsible bidder. The contract award is for the base bid plus an additive alternate in the amount of $139,680.

Financial Considerations: The total project cost includes the $130,380 base bid plus an additive alternate, in the amount of $9,300 for playground wood fiber surfacing, for a total contract amount of $139,680. There is sufficient funding in L19159500 to award the contract.

This is an existing park; the annual maintenance and utilities costs are covered in the YPCE’s operating budget for maintenance, water, and utility costs.

Local Business Enterprise (LBE): Olympic Land Construction exceeded the 5% LBE participation requirement.
AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification __________, 20__, is made and entered
into between the CITY OF SACRAMENTO, a municipal corporation (“City”), and
Olympic Land Construction, 2442 North Avenue, Sacramento, CA 95838 (“Contractor”) in
the amount of $139,680.00.

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
- Labor Compliance Requirements and Handbook
- 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:

**Shasta Park Playground Renovations (rebid)**

**(PN: L19159500)**

**Bid #B1819112138**

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

- A1 Playground Wood Fiber to Place

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

6. PROGRESS PAYMENTS

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

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

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

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

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

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

F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

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

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 20 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 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, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor’s subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

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

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

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

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

23. EXTENSION OF TIME

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

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

24. NO PAYMENT FOR DELAYS

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

25. **CHANGES IN THE WORK**

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

26. **TERMINATION AFTER COMPLETION DATE**

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

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

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

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

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

C. For reasonable expenses directly attributable to termination.

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

28. TERMINATION FOR BREACH OF CONTRACT

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

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

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

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

29. CONTRACTOR BANKRUPT

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

30. SURETIES’ OBLIGATIONS UPON TERMINATION

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

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

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

31. ACCOUNTING RECORDS OF CONTRACTOR

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

32. USE TAX REQUIREMENTS

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

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

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-acquired 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 4/12/2019

BY
Pantelis Kallegis
Print Name
Owner
Title

BY N/A

N/A

Print Name N/A

Title 1000003259 exp 6/30/19 (verified by BK on 4/12/19)
DIR Registration #
94-2913782
Federal ID# 307-2470-2
State ID# 93316 (verified by BK on 4/11/19)
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
WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Olympic Land Construction, 2442 North Avenue, Sacramento, CA 95838 as principal, hereinafter called Contractor, a contract for construction of:

Shasta Park Playground Renovations (rebid)
(PN: L19159500)
Bid #B1819112138

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):
Great American Insurance Company - 301 E. 4th Street, Cincinnati, Ohio 45202

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: $139,680.00, 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 April 16, 2019.

Olympic Land-Construction
(Contractor) (Seal)

By ______________________
Title ______________________

Great American Insurance Company
(Surety) (Seal)

By ______________________
Title John J. Daly, Attorney-in-Fact

Agent Name and Address

Poms & Associates Insurance Brokers, LLC
1255 Treat Blvd, Ste 240, Walnut Creek, CA 94597
Agent Phone # 925/338-8400
Surety Phone # 925/988-2247
California License # 0814733

City Attorney
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Contra Costa

On April 16, 2019 before me, Amy K. Chan, Notary Public

personally appeared John J. Daley

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/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

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond Number CA-3013887

Document Date: April 16, 2019

Number of Pages: One (1)

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley

X Individual

Corporate Officer — Title(s):

Partner Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing:

Great American Insurance Company

Signer's Name:

X Individual

Corporate Officer — Title(s):

Partner Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing:


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GREAT AMERICAN INSURANCE COMPANY®
Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 21036

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Limit of Power</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN J. DALEY</td>
<td>ALL OF</td>
<td>$100,000,000.00</td>
</tr>
<tr>
<td>KENNETH J. GOODWIN</td>
<td>WALNUT CREEK,</td>
<td></td>
</tr>
<tr>
<td>AMY CHAN</td>
<td>CALIFORNIA</td>
<td></td>
</tr>
</tbody>
</table>

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of April 2018.

GREAT AMERICAN INSURANCE COMPANY

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 30th day of April, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 08-10-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of April, 2019.

Assistant Secretary
WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Olympic Land Construction, 2442 North Avenue, Sacramento, CA 95838 as principal, hereinafter called Contractor, a contract for construction of:

Shasta Park Playground Renovations (rebid)
(PN: L19159500)
Bid #B1819112138

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):
Great American Insurance Company - 301 E. 4th Street, Cincinnati, Ohio 45202

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 $139,680.00, 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 April 16, 2019.

Olympic Land-Construction       Great American Insurance Company
(Contractor)                   (Surety)         (Seal)         (Seal)

By:                                    By:                        
                                           
Title:  Owner                         Title:  John J. Daley, Attorney-in-Fact

Agent Name and Address

Poms & Associates Insurance Brokers, LLC
1255 Treat Blvd, Ste 240, Walnut Creek, CA 94597
Agent Phone #: 925/338-8400
Surety Phone #: 925/988-2247
California License #: 0814733
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California ____________________________

County of Contra Costa ____________________________

On April 16, 2019, before me, Amy K. Chan, Notary Public

personally appeared John J. Daley

Name(s) or Signer(s) ____________________________

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

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

WITNESS my hand and official seal.

Signature ____________________________

signature of Notary Public ____________________________

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bond Number CA-3013887

Document Date: April 16, 2019 Number of Pages: One(01)

Signer(s) Other Than Named Above N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley ____________________________

________ Individual

________ Corporate Officer —Title(s):

Partner Limited General

________ Attorney in Fact

________ Trustee

________ Guardian or Conservator

Other: ____________________________

Signer Is Representing: Great American Insurance Company ____________________________

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Page 27 of 61
GREAT AMERICAN INSURANCE COMPANY®
Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE.

POWER OF ATTORNEY

No. 0 21036

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

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This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of April, 2018.

Attest

David C. Kitchin
Divisional Senior Vice President

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 30th day of April, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of April, 2019.

Assistant Secretary
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:

**Shasta Park Playground Renovations (rebid)**
**(PN: L191595500)**
**Bid #B1819112138**

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Temporary Construction Fence to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Shade Umbrella Fabric to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>3</td>
<td>Poured-in-Place Rubber Surfacing to Replace</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$14,780.00</td>
</tr>
<tr>
<td>4</td>
<td>Spring Riders to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>5</td>
<td>Utility Box to Install</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$2,300.00</td>
</tr>
<tr>
<td>6</td>
<td>Concrete Split Rail Fence to Repair</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$3,500.00</td>
</tr>
<tr>
<td><strong>BASE BID TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$130,380.00</strong></td>
</tr>
</tbody>
</table>

**ADDITIVE ALTERNATE BID ITEMS**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Playground Wood Fiber to Place</td>
<td>1</td>
<td>LS</td>
<td>LUMP SUM</td>
<td>$9,300.00</td>
</tr>
<tr>
<td><strong>BASE BID PLUS ADDITIVE ALTERNATE BID TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$139,680.00</strong></td>
</tr>
</tbody>
</table>

**CONTRACTOR NAME:** Olympic Land Construction  

**GRAND TOTAL:** $139,680.00

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 TWENTY (20) 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.

Work under these Special Provisions shall be performed by qualified personnel experienced in work described herein. The Contractor and/or its subcontractor shall possess current and active licenses issued by the California Contractors State License Board for Class A - General Contractor and Class C61/D12 at the time of the bid submittal and throughout the construction period. Any cited violations or pending violation investigations by the California Contractors State Licensing Board within three years prior to the date of the bid submittal shall be fully disclosed in the bid.
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>N/A</th>
<th>DATE</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Add. #</td>
<td>N/A</td>
<td>DATE</td>
<td>N/A</td>
</tr>
<tr>
<td>Add. #</td>
<td>N/A</td>
<td>DATE</td>
<td>N/A</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.

**Private Individual**

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.
amt of bid proposal guarantee enclosed: (\$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's license no. 424828
Expiration date July 31, 2020
Tax I.D. nos.-Fed. 94-2913782

Date 4/10/2019
Type A, C-27
State 307-2470-2
DIR registration no. 1000003259
Expiration date: 6/30/2019
City of Sacramento Business operation tax certificate no. 93316
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE [ ] Cert #  
UDBE [ ] Cert #  
M/WBE [ ] Cert #  
SBE [ ] Cert #  

By  
(Please print)

Signature:

Pantelis Kallergis
(Owner)

Address 2442 North Ave
Sacramento CA 95838

Telephone No. 916-972-7148
Fax No. 916-927-9257
Email Address estimating@olympicland.com

Rev 1/7/19
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:

93316

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*:

2442 North Ave

Sacramento CA 95838

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

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>Olympic Land Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor Address</td>
<td>2442 North Ave Sacramento, CA 95838</td>
</tr>
<tr>
<td>(REQUIRED) Prime Contractor DIR Registration #</td>
<td>1000003259</td>
</tr>
<tr>
<td>Date</td>
<td>4/10/2019</td>
</tr>
<tr>
<td>Bid Amount</td>
<td>$139,680</td>
</tr>
<tr>
<td>Is Prime LBE?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

| Business Name | Recreation Science |
| License Number | 985308 |
| Address | 1310 Sierra Oaks Ln Colfax CA 95713 |
| City, State, Zip | Craig Creach | 916-612-3871 |
| Contact Person | Phone |
| Business Name | Spectra Turf |
| License Number | 854429 |
| Address | 560 E Common Ave, Suite 101 Corona, CA 92879 |
| City, State, Zip | Adam Vance | 858-878-5788 |
| Contact Person | Phone |

<table>
<thead>
<tr>
<th>Subcontractor DIR Registration # (subject to verification)</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>1000003792</td>
<td>1000002615</td>
<td>Yes</td>
<td>Fabric/Play/Infield</td>
<td>$3,560.00</td>
</tr>
<tr>
<td>86,000.00</td>
<td>86,000.00</td>
<td>No</td>
<td>Play Surfacing</td>
<td>$</td>
</tr>
<tr>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
<td></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]  

Owner  4/10/2019  

Title  Date

Form Revised 12/21/18
We hereby guarantee:

Shasta Park Playground Renovations (rebid)
(PN: L19159500)
Bid #B1919112138

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: 4/12/2019

Signed:

[Signature]

Pantelis Kallergis
Printed Name

Olympic Land Construction
Company

2442 North Ave
Address

Sacramento CA 95838

(Rev. 5-6-91)
DRUG-FREE POLICY AND AFFIDAVIT

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

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

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

2. Establishing a Drug-Free Awareness Program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

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

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

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

<table>
<thead>
<tr>
<th>EXCEPTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
<tr>
<td>N/A</td>
</tr>
<tr>
<td>If additional space is required use back of this form.</td>
</tr>
</tbody>
</table>

* 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: Olympic Land Construction

BY: [Signature] Owner Date: 4/10/2019
Title

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.
Shasta Park Playground Renovations (rebid)  
(PN: L19159500)  
Bid #B1819112138

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: 4/12/2019  
Contractor Olympic Land Construction

By _____________________________  
Signature

(Rev. 5-6-91)
SPECIAL PROVISIONS
SPECIAL PROVISIONS FOR:

Shasta Park Playground Renovations (rebid)
(PN: L19159500)
Bid #B1819112138
3/19/2019

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK
The work to be performed under these Special Provisions consists of work at Shasta Community Park in Sacramento at 7404 Imagination Parkway. The improvements will consist of resurfacing the existing playground poured-in-place rubber, replacing a shade umbrella fabric, removing and replacing an inground utility box, and repairing the existing concrete split rail fence.

B. COMPLETION TIME
The time for the completion of all work is TWENTY (20) Working Days from the Notice to Proceed. Should said work not be completed to the satisfaction of the City within said time, the contractor shall pay to the City of Sacramento a sum of ONE THOUSAND DOLLARS ($1,000.00) as liquidated damages and not as a penalty for each calendar day delay after the expiration of such period until the final acceptance of the work by the City and its delivery to the City.

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

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

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

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

iii. Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR

Add the following after the last paragraph of the Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR with the following:
Contractor shall cooperate with the Landscape Architect, inspectors, and with other Contractors in every way possible. The Inspectors shall designate sequence of construction in case of controversy between Contractors.

iv. Standard Specifications Section 8 MEASUREMENT OF QUANTITIES

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

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

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

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

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

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

G. PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS
No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Request for interpretation shall be made in writing, and delivered to the City at least seven (7) days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Request for
information regarding this procedure or other similar information, shall be directed to
**Dennis Day**, a Department of Youth, Parks and Community Enrichment, Park
Planning & Development Services, 915 I Street, 3rd Floor, Sacramento, CA 95814,
(916) 808-7633, FAX (916) 808-8275, 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>
</tr>
</thead>
<tbody>
<tr>
<td>Poured-in-Place Rubber Surfacing</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Concrete Utility Box</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shade Umbrella Fabric</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Concrete Split Rail fence</td>
<td>X</td>
<td></td>
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</tr>
</tbody>
</table>

**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" License with a "C61/D12" License or with a qualified subcontractor "C61/D12" Licensed. The "C61/D12" contractor shall have previous synthetic rubber surface installation experience, 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. The "C6/D12" contractor is categorized as a specialty contractor licensed for Synthetic Products, as stated in the Business and Professions Code (B&P) Section 7056 of Article 4 Classifications on the California Contractors State License Board website.

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

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

W. City Code 3.60.020 Determination of lowest responsible bidder Where any provision of the city charter or this chapter requires competitive bidding and award of the contract for a public project to the lowest responsible bidder, the lowest responsible bidder shall be determined as follows:

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

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

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

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

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

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

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

II. ITEMS OF THE BASE BID PROPOSAL

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

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

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

Item No. 2 – Shade Umbrella Fabric to Install
This item shall consist of furnishing and installing a replacement shade umbrella fabric and tensioning cable Shade Canopy as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.
A. **Shade Canopy 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 plan.

B. **Tensioning Cable and Fasteners** shall be as supplied and specified by the manufacturer.

**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 Shade Umbrella Fabric to install as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 3 – Poured in Place Rubber Surfacing to Replace**
This item shall consist of removing existing material along the perimeter sidewalk to accommodate ADA access and place 1.5” re-top installation rubber surfacing material (1/2” of color wear layer over 1” of cushion layer) and adding additional cushion layer material in worn areas per manufacturer’s recommendations in the play area as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. **Demolition** – Contractor shall remove approximately 30” of wear course along the perimeter sidewalk to accommodate ADA access with the 1.5” re-top installation.

B. **References - American Society for Testing and Materials (ASTM):**


C. **System Description-** Performance Requirements: Provide a 2-layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:
1. Shock Attenuation (ASTM F1292):
   b. Head Injury Criteria: Less than 1000.
3. Tensile Strength (ASTM D412): 60 psi (413 kPa).
4. Tear Resistance (ASTM D624): 140%.
5. Water Permeability: 0.4 gal/yd2/second.

D. Submittals

1. **General**: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
2. Product Data: Submit manufacturer's product data and installation instructions.
3. **Verification Samples**: Submit manufacturer's standard verification samples of 6" x 6" minimum.
4. Quality Assurance/Control Submittals: Submit the following:
   a. Certificate of qualifications of the playground surfacing installer.
5. Closeout Submittals: Submit the following:
   a. Warranty documents specified herein.

E. Quality Assurance

1. **Qualifications**: Utilize an installer approved and trained by the manufacturer of the playground surfacing system or a direct employee of the manufacturer's installation division, having experience with other projects of the scope and scale of the work described in this section.
2. **Certifications**: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.
3. International Play Equipment Manufacturers Association (IPEMA) certified.
F. Delivery, Storage & Handling

1. General: Comply with Division 1 Product Requirement Section.

2. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

3. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

G. Project/Site Conditions

1. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1-degree C) and maximum ambient temperature is 95 degrees F (32 degrees C). Exception to the temperature requirements can be made by the manufacturer of the surfacing system. Do not install in steady or heavy rain.

H. Warranty

1. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.

2. Proper drainage is critical to the longevity of the SpectraPour Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

   a. Warranty Period: Three (3) years from date of completion of work.

I. Products

1. Spectrapour Playground Surfacing System

   a. Manufacturer: SpectraTurf, Inc., or approved equal.

   b. Contact: Adam Vance - Telephone: (925)303-8577; Fax: (925)356-1300, email: advance@spectraturf.com; website: http://www.spectraturf.com.

2. Proprietary Products/Systems. SpectraPour Poured-in-place playground surfacing system, including the following:

   a. SpectraPour Poured-In-Place Primer:

      i. Material: Urethane.
b. **SpectraPour Poured-in-Place Basemat:**
   
i. **Material:** 100% recycled blend of shredded SBR (styrene butadiene rubber) and urethane.

   ii. **Basemat Thickness:** 1.00”

   c. **SpectraPour Poured-In-Place Top Surface:**
   
i. **Material:** Blend of recycled EPDM (ethylene propylene diene monomer) rubber and aliphatic urethane binder.

   ii. **Top Surface Thickness:** minimum 1/2", maximum 5/8”.

   iii. **Color:** See plans for color selections

   iv. **Dry Static Coefficient of Friction (ASTM D2047):** 1.0.

   v. **Wet Static Coefficient of Friction (ASTM D2047):** 0.9.

   vi. **Dry Skid Resistance (ASTM E303):** 89.

   vii. **Wet Skid Resistance (ASTM E303):** 57.

J. **Mixes**

1. **Required mix proportions by weight:**
   
a. **Basemat:** 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).

   b. **Top Surface:** 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).

K. **Execution**

1. **Manufacture’s Instructions**
   
a. Comply with the instructions and recommendations of the playground surfacing manufacturer.

2. **Examination**
a. Substrate preparation must be in accordance with surfacing manufacturer’s specification. New asphalt must be fully cured – up to 30 days. New concrete must be fully cured – up to 7 days.

b. Proper drainage is critical to the longevity of the SpectraPour Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

3. Preparation

a. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft2/gal.

4. Installation

a. Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed.

b. Basemat Installation:

   1. Using screeds and hand trowels, install the basemat at a consistent density of 29 pounds, 1 ounce per cubic foot to the specified thickness.

   2. Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.

   3. Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.

c. Primer Application: Using a brush or short nap roller, apply primer to the basemat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft2/gal (7.5 m2/L).

d. Top Surface Installation:
i. Using a hand trowel, install top surface at a consistent density of 58 pounds, 9 ounces per cubic foot to a nominal thickness of 1/2".

ii. Allow top surface to cure for a minimum of 48 hours for aromatic resin / 72 hours for aliphatic resin.

iii. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.

iv. Do not allow foot traffic or use of the surface until it is sufficiently cured.

5. **Protection**

   a. Protect the installed playground surface from damage resulting from subsequent construction activity on the site.

*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 Poured in Place Rubber Surfacing to Replace as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.*

**Item No. 4 - Spring Riders to Install**

This item shall consist of furnishing materials and installing two spring riders in the Tot Lot as shown on the plans in conformance with Section 10 of the Standard Specifications, these Special Provisions and the manufacturer's specifications.

A. *Spring Riders* are by Landscape Structures and will be purchased by the City and delivered to the Contractor. The structure components shall be installed by the Contractor, as shown on the plans and as specified by the manufacturer. The contractor will be responsible for receiving and storing the spring riders until it is installed.

B. *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.

C. *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.

D. *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 spring riders 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.

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

Item No. 5 - Utility Box to Install
This item consists of furnishing and installing a concrete utility box with cover and drain rock, and removing the existing damaged utility box for the existing water spray equipment adjacent to the playground as shown on the plans and in conformance with these Special Provisions.

A. Utility Box with Cover shall be by Christy or approved equal. Size and model numbers are shown on the plans.

B. Drain Rock shall ¾" minimum to 1-1/2" maximum washed rock with no fines.

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

Item No. 6 – Concrete Split Rail Fence to Repair
This item shall consist of furnishing materials and repairing the Concrete Split Rail Fence at the location shown on the plans, in conformance with the Standard Specifications, these Special Provisions and the manufacturer’s requirements.

A. Demolition – Contractor shall remove one fence post, to install the missing concrete rail. The removed concrete post can be either salvage and reinstalled, or a new concrete post to be installed in its place.

B. Concrete Rail and Post shall be per plans or approved equal. Color shall match existing.

C. Concrete Footing shall be Portland Cement Concrete Class “C”, conforming to section 10-5 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 Concrete Split Rail Fence to Repair as shown on the plans as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

ADDITIVE ALTERNATE BID ITEM

Additive Alternate Bid Item A1 - Playground Wood Fiber to Place
This item shall consist of furnishing and installing an additional 4" of playground wood fiber with both playgrounds as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. **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>
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<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>
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</tbody>
</table>

B. **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.

C. **Installation** of wood fiber shall be within forty-eight (48) hours after play equipment is installed. 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.

**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 Playground Wood Fiber to Place 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](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

| Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. |
| Pantelis Kallergis |
| Business name/disregarded entity name, if different from above |
| Olympic Land Construction |
| 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. |
| Individual/sole proprietor or single-member LLC |
| C Corporation |
| S Corporation |
| Partnership |
| Trust/estate |
| Limited liability company. Enter the tax classification (C=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. |
| Other (see instructions) |
| Address (number, street, and apt. or suite no.) See instructions. |
| 2442 North Ave |
| Sacramento, CA 95838 |
| 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 |
| 000-00-0000 |

| Employer identification number |
| 94-2913782 |

### 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.

### 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](http://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 1098-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1088-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.
2019 Withholding Exemption Certificate

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

City of Sacramento

Olympic Land Construction

2442 North Ave

Sacramento

STATE ZIP code

CA 95838

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 a 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.

Type or print payee's name and title

Pantelis Kallergis

Telephone (916) 972-7148

Payee's signature

Date 03/18/2019

7061193 Form 590 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 NEGLIGENTLY 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 endorsement(s).

PRODUCER
Leaders Choice Insurance Services Inc.
700 E Street
Sacramento, CA 95814

CONTACT
NAME: 
PHONE: (866) 211-2123  
FAX: (866) 913-7036
E-MAIL: info@leaderschoicins.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Falls Lake Fire & Casualty Company 16884

INSURED
Olympic Land Construction
2442 North Ave
Sacramento, CA 95838

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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A WORKERS COMPENSATION AND EMPLOYERS LIABILITY

| ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBERS EXCLUDED? | Y/N | N/A | X |

PLA005545-01 5/1/2018 5/1/2019 5/1/2019

X PER STATUTE 1,000,000

E.L. EACH ACCIDENT $1,000,000

E.L. DISEASE - EA EMPLOYEE $1,000,000

DESCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)
RE: Shasta Park Playground Renovations (rebid) PN: L19159500 Bid #B1819112138
A waiver of subrogation applies in favor of City of Sacramento per the attached form.

CERTIFICATE HOLDER
City of Sacramento

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)  © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
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 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
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<tr>
<td>Blanket Waiver of Subrogation</td>
<td>As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.</td>
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</table>

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

Endorsement Effective 05-01-2018
Insured Kallergis, Peter (An Individual)
Policy No. FLA005545-01
Endorsement No. Insurance Company
Falls Lake Fire & Casualty Company

Countersigned By ____________________________

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER: 916-773-4560
NAME: Tyla Belton
PHONE: 916-773-4560
FAX: 916-773-4583
ADDRESS: tyla.b@foothillvalley.com

INSURED: 2442 North Ave.
Olympic Land-Construction
Sacramento, CA 95838

INSURER (AFFORDING COVERAGE): 31453

COVERAGES:

<table>
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<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Shasta Park Playground Renovations PN: L19159500 Bid: B1819112138
City of Sacramento, its employees, officers and agents are named additional insured per CG2010(12/11) attached. Insurance is Primary. Waiver attached.

CERTIFICATE HOLDER:
City of Sacramento
Dept. of Youth, Parks & Community Enrichment
915 St., Room 2000
Sacramento, CA 95819

CANCELLATION:

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

AUTHORIZED REPRESENTATIVE:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

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

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

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

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

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

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

EXCLUSION
This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:
1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC
Endorsement EXPIRATION DATE: SEE DEC