Title: Contract: Sojourner Truth Park Community Garden Project

Location: District 7

Recommendation: Pass a Motion: 1) approving the construction plans and specifications for the Sojourner Truth Park Community Garden Project; 2) awarding the contract to Sierra Valley Construction, Inc. for $174,847.67; 3) authorizing the City Manager or City Manager’s designee to execute the contract; and 4) authorizing the removal of four trees conflicting with the Sojourner Truth Park Community Garden improvements to be replaced with four new trees.

Contact: Jeff Nittka, Associate Landscape Architect, (916) 808-5996, Raymond Costantino, Division Manager, (916) 808-1941, Department of Youth, Parks, & Community Enrichment.

Presenter: None

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

Issue Detail: The Department of Youth, Parks, & Community Enrichment is seeking approval to award a contract to Sierra Valley Construction, Inc. for the Sojourner Truth Park Community Garden Project. Sojourner Truth Park is a 3.80-acre neighborhood park located at 7365 Gloria Drive in Council District 7.

The Sojourner Truth Park Community Garden Project (L19161500) consists of demolition, asphalt paving, drainage, raised planters, fencing, picnic area, storage shed and irrigation. There are four trees which conflict with the community garden improvements that have to be removed. The four trees include the removal of two Chinese Lantern trees (Koelreuteria panniculata), one is 7.3” diameter breast height (DBH) one is 8.2” DBH. There are also two London Plane Trees (Plantanus X acerfolia), one is 9.5” DBH and the other one is 8.5” DBH. The project includes planting four new Chinese Pistache trees (Pistachia chinensis) to mitigate the removed of four existing trees.

Construction of the Sojourner Truth Park Community Garden Project is expected to be completed during Summer 2019.

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

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

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

The park construction projects in the amount of $174,847.67 is expected to create 0.70 jobs (0.40 direct jobs and 0.30 indirect jobs through indirect and induced activities). Furthermore, it will create $107,957 in total economic output ($68,046 of direct output and $39,911 of output through indirect and induced activities).
Environmental Considerations: The proposed project has been determined to be exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15303 of the CEQA Guidelines. Section 15303 exempts the construction and location of limited number of new small facilities or structures. No significant effects would occur. Cumulative effects have been considered in the 2035 General Plan Master Environmental Impact Report. However, there will be the removal of four trees for the installation of the new park improvement. Four new trees will be installed to replace the four trees which are being removed.

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

Commission/Committee Action: None

Rationale for Recommendation: The formal bidding process for the Sojourner Truth Park Community Garden projects was posted in accordance with City Code 3.60 and Administrative Policy AP-4002. The bids were opened on March 27, 2019. Staff received four bids and the results are listed below:

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>Base Bid</th>
<th>Additive Alternate</th>
<th>Total Bid</th>
<th>LBE%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sierra Valley Construction</td>
<td>$174,847.67</td>
<td>$3,197</td>
<td>$178,044.67</td>
<td>67.49%</td>
</tr>
<tr>
<td>Olympic Land Construction</td>
<td>$237,400</td>
<td>$1,000</td>
<td>$238,400</td>
<td>100.0%</td>
</tr>
<tr>
<td>Saenz Landscape, Inc.</td>
<td>$219,976</td>
<td>$1,900</td>
<td>$221,876</td>
<td>9.19%</td>
</tr>
<tr>
<td>B &amp; M Builders</td>
<td>$307,652</td>
<td>$3,205</td>
<td>$310,857</td>
<td>20.19%</td>
</tr>
</tbody>
</table>

The low bidder was determined on the base bid plus all additive alternates. The Engineer's Estimate for the base bid was $185,000 and $3,500 for the additive alternates, for a total amount of $188,500.

Pursuant to City Code Sections 3.60.020 and 3.60.360 E, it was determined that Sierra Valley Construction offered the lowest responsive bid and is a responsible bidder. The contract will be awarded for the base bid in the amount of $174,847.67.

Financial Considerations: The total contract amount is for the base bid amount of $174,847.67. The Sojourner Truth Park Community Garden is not awarding any of the additive alternate items. The additive alternate item is not going to be awarded because the community
would like to complete the additive alternate items. The additive alternate items consist of planting new trees, shrubs and installation of bark mulch in the planters.

There is sufficient funding in the Sojourner Truth Park Community Garden Project L19161500 to award the contract.

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

**Local Business Enterprise (LBE):** At an LBE percentage of 67.49%, Sierra Valley 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 Sierra Valley Construction, Inc., 2723 Penny Lane, Rocklin, CA 95658 ("Contractor") in the amount of $174,847.67.

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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

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

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

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

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

4. SCOPE OF CONTRACT

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

Sojourner Truth Park Community Garden
(PN: L19161500)
Bid #B1819112129

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

Additive Alternates A1 and A2 are not being awarded.

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

5. CONTRACT AMOUNT AND PAYMENTS

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

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

6. PROGRESS PAYMENTS

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

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

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

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

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

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

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

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

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

9. TIME OF COMPLETION

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

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.
10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

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

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

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

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

13. NO WAIVER OF REMEDIES

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

14. WARRANTY

Form approved by City Attorney 1-11-17
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-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

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

33. NON-DISCRIMINATION IN EMPLOYEE BENEFITS

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

34. CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

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

DATE ______ 3/20/2019 ________

CONTRACTOR

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

BY ____________________________
Shawn Lanza
Print Name
President
Title

BY ____________________________
Print Name
Title

1000002759 exp 6/30/19 (verified by BK on 2/27/19)
DIR Registration #
35-2386693

Federal ID#
3313137

State ID#
1024754 (verified by BK on 2/27/19)

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
X Corporation
_____ Limited Liability Company
_____ Other (please specify: ________________________)

CITY OF SACRAMENTO
a municipal corporation

DATE __________________________

BY ____________________________
For: Howard Chan, City Manager

Original Approved As To Form:

Attest:

City Attorney

City Clerk

Form approved by City Attorney 1-11-17

19
WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to:
Sierra Valley Construction, Inc., 2723 Penny Lane, Rocklin, CA 95648 as principal, hereinafter called Contractor, a contract for
construction of:

Sojourner Truth Park Community Garden
(PN: L19161500)
Bid #B18191112129

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):
Travelers Casually and Surety Company of America, 11070 White Rock Rd., Ste. 130, Rancho Cordova, CA 95670
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: $174,847.67, 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, employee
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 March 20, 2019.

Sierra Valley Construction, Inc

(Contractor) (Seal)

By: ____________________________

Title: __________________________

Travelers Casualty and Surety Company of America

(Surety) (Seal)

By: ____________________________

Title: Jana B. Pilgrod, Attorney-in-Fact

Agent Name and Address

Warren G. Bender Co. dba Bender Insurance Solutions

516 Gibson Dr., Ste. 240, Roseville, CA 95678
Agent Phone # 916-380-5300
Surety Phone # 916-852-5266
California License # 0406967
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 Placer

On March 20, 2019 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kathy Rangel (Seal)
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the “Companies”), and that the Companies do hereby make, constitute and appoint Jana B. Pilgard of Roseville California their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut

City of Hartford ss.

By: ________________________________

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

(Seal)

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company’s name and seal with the Company’s seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company’s seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of March, 2019

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3890.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.
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 Placer

On 3-26-19 before me, Cheryl G. Braley, Notary Public, personally appeared Shawn Lanza

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/here their authorized capacity(ies), and that by his/here 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 Cheryl G. Braley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

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

Capacity(ies) Claimed by Signer(s)

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

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

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WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to:
Sierra Valley Construction, Inc., 2723 Penny Lane, Rocklin, CA 95648 as principal, hereinafter called Contractor, a contract for
construction of:

Sojourner Truth Park Community Garden
(PN: L19161500)
Bid #B1819112129

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):
Travelers Casualty and Surety Company of America, 11070 White Rock Rd., Ste. 130, Rancho Cordova, CA 95670

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 $174,847.67, 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 March 20, 2019.

Sierra Valley Construction, Inc
(Conactor) (Seal)

By

Title

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By

Title

Jana B. Pilgard, Attorney-in-Fact

Agent Name and Address

Warren G. Bender Co. dba Bender Insurance Solutions
516 Gibson Dr., Ste. 240, Roseville, CA 95678
Agent Phone #: 916-380-5300
Surety Phone #: 916-852-5266
California License #: 0406967

City Attorney

Effective 7-1-12

Page 28 of 94
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 Placer

On March 20, 2019 before me, Kathy Rangel, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kathy Rangel (Seal)
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the “Companies”), and that the Companies do hereby make, constitute and appoint Jane B. Pilgard of Roseville California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of March, 2019

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.
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 Placer

On 3.26.19 before me, Cheryl G Braley, notary public,

personally appeared Shawn Lavazza

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

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

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: ____________________________

Document Date: ________________ Number of Pages: _________

Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ________________

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________

Signer Is Representing: ____________________________

Signer's Name: ________________

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________

Signer Is Representing: ____________________________

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
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:

**Sojourner Truth Park Community Garden**  
(PN: L19161500)  
Bid #B1819112129

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>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site Clearing and Grubbing</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$10,157.67</td>
</tr>
<tr>
<td>2</td>
<td>Site Staking</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$1,845.00</td>
</tr>
<tr>
<td>3</td>
<td>Temporary Construction Fence</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$1,260.00</td>
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<tr>
<td>4</td>
<td>Demolition</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$8,873.00</td>
</tr>
<tr>
<td>5</td>
<td>Site Grading</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$4,529.00</td>
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<tr>
<td>6</td>
<td>SDR35 Drain Pipe for Swale</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$6,080.00</td>
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<tr>
<td>7</td>
<td>Aggregate Base</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$3,888.00</td>
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<tr>
<td>8</td>
<td>Asphalt Paving</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$13,590.00</td>
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<tr>
<td>9</td>
<td>Concrete Curb Type 3</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$7,526.00</td>
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<tr>
<td>10</td>
<td>Parking Lots Striping</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$518.00</td>
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<tr>
<td>11</td>
<td>Wheel Stops</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$173.00</td>
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<tr>
<td>12</td>
<td>Truncated Domes</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$1,859.00</td>
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<tr>
<td>13</td>
<td>Color Coating for Paving</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$8,745.00</td>
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<tr>
<td>14</td>
<td>Park Rules Signs</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$326.00</td>
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<tr>
<td>15</td>
<td>Accessible Parking Sign and Asphalt Paint</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$575.00</td>
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<tr>
<td>16</td>
<td>Metal Header Board</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$1,103.00</td>
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<tr>
<td>17</td>
<td>Wood Garden Planters</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$19,474.00</td>
</tr>
<tr>
<td>18</td>
<td>Accessible Raised Planters to Construct</td>
<td>1</td>
<td>LS</td>
<td>Lump Sump</td>
<td>$5,081.00</td>
</tr>
<tr>
<td>19</td>
<td>Garden Soil</td>
<td>1</td>
<td>SF</td>
<td>Lump Sump</td>
<td>$15,969.00</td>
</tr>
</tbody>
</table>

Rev 1/7/19
<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Compost Bins</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$5,278.00</td>
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<tr>
<td>21</td>
<td>8'x10' Tuff Shed to Install</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$8,709.00</td>
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<tr>
<td>22</td>
<td>6' Chain Link Fence</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$13,016.00</td>
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<tr>
<td>23</td>
<td>10' Maintenance Gate</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$1,502.00</td>
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<tr>
<td>24</td>
<td>5' Entry Gate</td>
<td>1</td>
<td>LS</td>
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<td>$1,130.00</td>
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<tr>
<td>25</td>
<td>Community Garden Entry Sign</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$4,173.00</td>
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<tr>
<td>26</td>
<td>8' Picnic Table</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$11,298.00</td>
</tr>
<tr>
<td>27</td>
<td>Automatic Irrigation System</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$3,925.00</td>
</tr>
<tr>
<td>28</td>
<td>Hose Bib System to Install</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$8,134.00</td>
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<tr>
<td>29</td>
<td>Trees</td>
<td>1</td>
<td>LS</td>
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<td>$321.00</td>
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<tr>
<td>30</td>
<td>Shrub and Groundcover Areas</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$805.00</td>
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<tr>
<td>31</td>
<td>Bark Mulch</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$520.00</td>
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<tr>
<td>32</td>
<td>Drain Line</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$4,465.00</td>
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<tr>
<td></td>
<td><strong>BASE BID TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$174,847.67</strong></td>
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### ADDITIVE ALTERNATES BID ITEMS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Contractor Planting Trees &amp; Shrubs</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$2,044.00</td>
</tr>
<tr>
<td>A2</td>
<td>Contractor Installed Bark Mulch</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$1,153.00</td>
</tr>
<tr>
<td></td>
<td><strong>ADDITIVE ALTERNATE TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$3,197.00</strong></td>
</tr>
</tbody>
</table>

**CONTRACTOR NAME:** Sierra Valley Construction, Inc.

**GRAND TOTAL:** **$178,044.67**

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 30 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 workdays 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 Prime Contractor and/or its subcontractor shall possess current and active licenses issued by the California Contractors State License Board for General Engineering “A” and Landscaping “C27” at the time of the bid submittal and throughout the

Rev 1/7/19
construciton 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.

Class A License Number: 802027
Name and Address of Licensee: Sierra Valley Construction, Inc. 2723 Penny Lane, Rocklin, CA 95648
Issue Date: 12/11/2001 Expiration Date: 10/31/2020
License Status: Active

Class C27 License Number: 1020959
Name and Address of Licensee: Sac Valley Landscaping, Inc. 4030 Truxel Rd., Suite D, Sacramento, CA 95834
Issue Date: 11/18/2016 Expiration Date: 11/30/2020
License Status: Active

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

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

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

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

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

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

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

<table>
<thead>
<tr>
<th>Add. #</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2/11/2019</td>
</tr>
<tr>
<td>2</td>
<td>2/22/2019</td>
</tr>
</tbody>
</table>

Rev 1/7/19
NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

Corporation

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

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

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

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

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

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

CONTRACTOR: Sierra Valley Construction, Inc.

By ____________________________
(Signature)

Shawn Lanza
(Print or Type)

Title President

Address 2723 Penny Lane

Lincoln, CA 95648

Telephone No. 916-772-0800

Fax No. 916-772-0825

Email Address shawn@sierraconstruct.com

Date 2/27/19

Type A & B

Contractor’s License No. 802027

Expiration Date 10/31/2020

Tax I.D. Nos.- Fed. 35-2386693

State 3313137

DIR Registration No. 1000002759

Expiration Date: 6/30/2019

City of Sacramento Business Operation Tax Certificate No. 1024754

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

Please indicate if you are any of the following:

EBE __ Cert # ____________

SBE X Cert # 1667400

UDBE __Cert # ____________

M/WBE __Cert # ____________

Rev 1/7/19
LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION 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%) PARTICPATION

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

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

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

A. LOCAL BUSINESS ENTERPRISE (LBE)

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

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

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

________________________________________________________________________________________
________________________________________________________________________________________

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

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

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.
Subcontractor and Local Business Enterprise Participation Form
For Public Projects over $100,000

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

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

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>Sierra Valley Construction, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor Address</td>
<td>2723 Penny Lane, Lincoln, CA 95648</td>
</tr>
<tr>
<td>(REQUIRED) Prime Contractor DIR Registration #</td>
<td>1000002759</td>
</tr>
</tbody>
</table>

| Date | 2/27/19 |
| Bid Amount | $174,847.67 Base |
| Is Prime LBE? | Yes |

| Business Name | Sac Valley Landscaping, Inc. |
| License Number | 1020959 |
| Address | 4030 Truxel Rd., Ste D |
| City, State, Zip | Sacramento, CA 95834 |
| Contact Person | Don Shane |
| Phone | 916-760-8788 |
| Subcontractor DIR Registration # (subject to verification) | 100004949 |
| LBE? | Yes |
| Type of Work, Services, or Supplies to be provided to complete contract | Landscaping |
| Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided | $95,000.00 |

| Business Name | S&C Concrete, Inc. |
| License Number | 1019638 |
| Address | 6100 Horseshoe Bar Rd., Ste A-322 |
| City, State, Zip | Loomis, CA 95650 |
| Contact Person | Don Shane |
| Phone | 916-242-8708 |
| Subcontractor DIR Registration # (subject to verification) | 1000044951 |
| LBE? | Yes |
| Type of Work, Services, or Supplies to be provided to complete contract | Concrete |
| Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided | $10,000.00 |

| Business Name | Sierra National Asphalt |
| License Number | 855769 |
| Address | 5433 El Camino Ave., #4 |
| City, State, Zip | Carmichael, CA 95608 |
| Contact Person | Jeremy Myers |
| Phone | 916-452-4488 |
| Subcontractor DIR Registration # (subject to verification) | 1000016970 |
| LBE? | Yes |
| Type of Work, Services, or Supplies to be provided to complete contract | Asphalt Paving

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

PRINCIPAL OF FIRM:

Signature

Title

Date

Form Revised

12/21/19
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>Sierra Valley Construction, Inc.</th>
<th>Prime Contractor Address</th>
<th>2723 Penny Lane, Lincoln, CA 95648</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>2/27/19</td>
<td>Bid Amount</td>
<td>$174,847.67 Base, $3,197.00 Alt</td>
</tr>
<tr>
<td>Is Prime LBE?</td>
<td>Yes (No)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Business Name                  | A&B Asphalt Sealing Co.          | License Number           | 684901                            |
| Address                        | 8299 - 21st Ave., Sacramento, CA 95826 |
| City, State, Zip               | Sacramento, CA 95826             |
| Contact Person                 | Troy LaRiviere                    |
| Phone                          | 916-452-415-10                    |
| LBE?                           | No                               | Type of Work, Services, or Supplies to be provided to complete contract | Stripping, Court Surfacing, ACP Surfacing |
| Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided | $8,936.00, $6,200 Fl |

| Business Name                  | Clark-Cadman, Inc.               | License Number           | 302554                            |
| Address                        | P.O. Box 277347                  |
| City, State, Zip               | Sacramento, CA 95826             |
| Contact Person                 | Felton O'Mary                    |
| Phone                          | 916-383-3934                     |
| LBE?                           | Yes                              | Type of Work, Services, or Supplies to be provided to complete contract | Fencing                             |
| Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided | $13,599.00 |

| Business Name                  | Security Contractor Services, Inc. | License Number           | 396515                            |
| Address                        | 5311 Jackson St., North Highlands, CA 95660 |
| City, State, Zip               | North Highlands, CA 95660         |
| Contact Person                 | Laura Leneau                      |
| Phone                          | 916-338-4800                      |
| LBE?                           | No                               | Type of Work, Services, or Supplies to be provided to complete contract | Temp Fencing                        |
| Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided | $900.00 |

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to the 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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>President</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2/27/19</td>
</tr>
</tbody>
</table>

Form Revised 12/21/18
We hereby guarantee:

**Sojourner Truth Park Community Garden**

**(PN: L19161500)**

Bid #B1819112129

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: 3/20/2019

Signed: [Signature]

Shawn Lanza, President

Printed Name

Sierra Valley Construction, Inc.

Company

2723 Penny Lane

Address

Lincoln, CA 95648

(Rev. 5-6-91)
Sojourner Truth Park Community Garden  
(PN: L19161500)  
Bid #B1819112129

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 of 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 by such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

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

EXCEPTION:

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

If additional space is required use back of this form.

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

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

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

CONTRACTOR'S NAME: Sierra Valley Construction, Inc.

BY:  
Signature  
President  
Title  
Date: 2/27/19

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.

FM 681  
(Rev. 10/5/01)
Sojourner Truth Park Community Garden  
(PN: L19161500)  
Bid #B1819112129

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: 3/20/2019   Contractor  Sierra Valley Construction, Inc.

By

Signature

(Rev. 5-6-91)
SPECIAL PROVISIONS
GENERAL PROVISIONS

SPECIAL PROVISIONS FOR:

SOJOURNER TRUTH PARK – COMMUNITY GARDEN
PN: L19161500

I. GENERAL REQUIREMENTS

A. SCOPE AND LOCATION OF WORK

The work to be performed under these Special Provisions consists of developing the Community Garden, of Sojourner Truth Park in Sacramento at 7365 Gloria Dr. The improvements will consist of 7134 sq. ft., grading, drainage, irrigation, landscaping, concrete walkways, wood garden planters, new asphalt paving, asphalt paving coloring/resurfacing, parking striping, (2) ADA parking spaces, two picnic tables, one pre-fabricated shed, chain link fencing, pedestrian gate, double gate, (4) pre-fabricated wood ADA planter boxes.

B. COMPLETION TIME

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

C. SPECIFICATIONS

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

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

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

iii. Standard Specifications Section 5-4 COOPERATION OF CONTRACTOR

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

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

iv. Standard Specifications Section 8 MEASUREMENT OF QUANTITIES

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

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

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

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

E. **SCHEDULE OF UNIT PRICES**

The successful lowest responsible bidder shall provide a Schedule of Unit Prices to the Landscape Architect prior to the award of the contract. The form for the Schedule of Unit Prices will be provided to the successful lowest responsible bidder by the Landscape Architect. This schedule of unit prices shall 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 **Jeff Nittka**, a Department of Parks and Recreation, Park Planning & Development Services, 915 I Street, 3rd Floor, Sacramento, CA 95814, (916) 808-5996, FAX (916) 808-8275, jnittka@cityofsacramento.org.

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

H. **PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE**

The Contractor, after delivery of the contract and at least three (3) calendar days before beginning work, shall notify the 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 of 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>Concrete curbing</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Colored Asphalt</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggregate Base</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expansion Joint Materials</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Picnic Tables</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Spray Heads</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Main and Domestic Water Line</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PVC Pipe Fittings</td>
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<td></td>
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<tr>
<td>Solvent Weld for PVC</td>
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<td></td>
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<tr>
<td>Swing Joint Assemblies</td>
<td>X</td>
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<tr>
<td>Irrigation Piping</td>
<td>X</td>
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<tr>
<td>Soil Amendments</td>
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<td>X</td>
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<tr>
<td>Pre-emergent</td>
<td>X</td>
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<tr>
<td>Mulch</td>
<td>X</td>
<td>X</td>
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<td></td>
</tr>
<tr>
<td>Wood garden planters</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greenbox ADA planter boxes</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plant Materials</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuff Shed 8x10 shed</td>
<td>X</td>
<td>X</td>
<td>X</td>
</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" that also holds a "C27" License, or a General Engineering Contractor "A" License with a qualified subcontractor "C27" Licensed. The "C27" contractor shall have previous park construction experience, and shall be required to install the irrigation and landscaping for municipal projects. The "A" contractor is categorized as a general engineering contractor as stated in the Business and Professions Code (B&P) Section 7056 of Article 4 Classifications on the California Contractors State License Board website.

U. **PROTECTION OF EXISTING CONCRETE AND ASPHALT PAVEMENTS**

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

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

W. City Code 3.60.020 Determination of lowest responsible bidder

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

a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality of a public project to be provided by the bidder; (ii) the ability, capacity, 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

PARK IMPROVEMENTS:

Item No. 1 - Site Clearing and Grubbing

This item shall consist of Site Clearing and Grubbing for the park development in conformance with Sections 12, 13, and 15 of the Standard Specifications and these Special Provisions.

A. Clearing and Grubbing shall conform to Section 12 of the Standard Specifications. All weeds under two inches (2") in height may be disked under to a minimum depth of six inches (6"). All other weeds, shrubs, brush, vines, debris and all other objection material within the project site shall be removed and legally disposed of away from the project site at contractors cost.

B. Tree Removal - Trees to be removed are shown on the plans. Removal of trees shall include removal of stump and tree roots to a point two feet (2') below proposed grade. The Landscape Architect shall make the final determination of tree removal in the field. Removed trees shall become the property of the Contractor and legally disposed of off the project limits.

C. Debris - All resulting debris shall become the property of the Contractor, and disposed of outside the project limits at the Contractor's expense.

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

Item No. 2 - Site Staking

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

A. Staking:

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

2. Layout of work shall be done under the supervision of the Contractor by a City-approved Land Surveyor licensed in California using professional-type instruments. Contractor shall establish elevations and locate and stake all on-site improvements and grading for approval by the City prior to proceeding and shall be responsible for any damage that may be sustained by the City or others from incorrect locations of site improvements. This surveyor shall certify that the completed work is done in a manner that the City can check from conformance as the work progresses.
Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Construction Staking as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 3 - Temporary Construction Fence**

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

A. Demolition shall begin only after the temporary fence has been installed. Fence to remain in place throughout the duration of the project until project acceptance, or as directed by the Inspector. Fences with panel stands are preferred over in-ground mount.

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

**Item No. 4 - Demolition**

This item shall consist of Demolition and removal of items indicated on the plans in conformance with 13-3 Removing / Relocating of the Standard Specifications and these Special Provisions.

A. Asphalt Paving & Aggregate Base shall be removed as shown on the plans. All resulting debris will be removed and legally disposed of at an off-site disposal.

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

C. Vertical Curb shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of at an off-site disposal.

D. Trees shall be removed as shown on the plans. All resulting debris shall be removed and legally disposed of at an off-site disposal.

E. Storage Container Relocation The existing storage container shall be relocated by the contractor and paid for under the demolition line item. Also if the storage container needs to have items removed from the container so it can be relocated then the contractor shall coordinate with the school district on the removal of the items.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Demolition as shown on the plans, as specified in these Special Provisions, and as directed by the Inspector.
Item No. 5 - Site Grading

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

A. The Contractor shall meet the lines and grades as shown on the grading plan. Should import or export of soil become necessary to meet the lines and grades as shown on the plans, it shall be at the sole expense of the Contractor. Should export of soil become necessary, it shall be at the discretion of the Landscape Architect to allow the Contractor to make necessary adjustments to balance the earthwork on site at no additional cost to the City. The Contractor shall be solely responsible for earthwork calculations.

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

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

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

Item No. 6 - SDR35 Drain Pipe for Swale

This item shall consist of furnishing and placing SDR35 Drain Pipe for Swale complete with cleanouts as shown on the plans in conformity with Sections 10 and 26 of the Standard Specifications and with these Special Provisions.

A. PVC Gravity Drain Pipe and fittings shall conform to section 10 of the Standard Specifications.

B. Trench Backfill shall conform to Drawing T-80 of the Standard Specifications.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the SDR35 Drain Pipe for Swale shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

Item No. 7 - Aggregate Base

This item shall consist of furnishing and installing aggregate base (AB) under the concrete flatwork or asphaltic concrete pavement as shown on the plans in conformance with Section 10, and 17 of the Standard Specifications and these Special Provisions.

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

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

**Item No. 8 – Asphalt Paving**

This item shall consist of furnishing and installing three and a half inches (3-1/2") of asphalt paving as shown on plans in conformance with Section 10, 22 and 23 of the Standard Specifications and these Special Provisions and Section 39 of the State Standard Specifications.

A. **Asphalt Paving** shall be Type B (medium) and shall conform to Section 22 of the Standard Specifications and Section 39 of the State Standard Specifications.

B. **Tack Coat** shall be applied and shall be conform to Section 22-7 of the Standard Specifications.

C. **Asphalt Binder** shall be PG64-10 or PR64-16 and shall conform to Section 39 of the State Standard Specifications.

D. **Flood Test**: The asphalt pavement should be flooded to check for surface drainage, low areas, high areas greater than 1/8" tolerance. Out of tolerance areas should be repaired, filled to grade or re-installed.

E. **Asphalt Sealcoat** shall be an application of Asphalt Emulsion and shall comply with Section 23-3, 23-6 and 23-7 of the City Standard Specifications. Asphalt Seatcoat may be Raynguard "Steelguard" asphalt pavement sealer or approved equal.

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 the work involved in providing and completing the Asphalt Paving as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No. 9 - Concrete Curb Type 3**

This item shall consist of constructing Curb Type 3 as shown on the plans in conformance with Sections 10, 19, 24 and 38; detail T-11 of the Standard Specifications and these Special Provisions.
A. **Portland Cement Concrete** shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

B. **Fibermesh** shall be 100% virgin homopolymer polypropylene multifilament fibers containing no reprocessed olefin materials, ASTM C1116, Type 4.1.3., specifically engineered and manufactured for use as a concrete reinforcement at the application rate of one lbs. per one cubic yard.

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

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

**Item No. 10 - Parking Lot Striping**

This item shall consist of furnishing and placing Parking Lot Striping as shown on plans in conformance with current State of California, Cal Trans Standard Plans, dated July 1, 2002, and these Special Provisions. This item of the proposal shall include striping for parking spaces, lettering, handicapped symbols and other striping as required.

A. **Parking lot striping** shall be a four inch (4”) wide pavement stripe. Parking stall striping shall be white.

B. **The handicapped symbol** shall conform to current State of California, Cal Trans Standard Plans, dated July 1, 2002, drawing no. RSP A90A. The blue color for the handicapped symbol shall be No. 1865-A9 as manufactured by the Bauer Company, or equal. The Contractor shall paint the International Symbol of Accessibility at the end of each handicapped parking space. Handicapped logos shall be white on blue background with white border.

**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 the work involved in providing and completing Parking Lot Striping as shown on the plans, as specified in these Special Provisions and as directed by the Park Construction Inspector.

**Item No. 11 - Wheel Stops**

This item shall consist of furnishing and placing Concrete Wheel Stops in the parking lot as shown on the plans in conformance with these Special Provisions, the Standard Specifications, and the manufacturer’s specifications.

A. **Wheel Stops** shall be per plans and installed per the manufacturer’s instructions.

B. **Wheel Stops Manufacture** By Valori Precast or approved equal, Model #VP-6 parkingblocks. Phone: 909-350-3000, or e-mail orders@valoriprecast.com.
Payment shall be at the unit price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Wheel Stops to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

**Item No. 12 - Truncated Domes**

This item shall consist of furnishing and installing Truncated Domes as shown on the plans in conformity with Standard Specifications and the plans.

A. Truncated domes shall conform to Standard Specifications Details T-78 and T-79 and shall be installed at the locations as indicated on the plans.

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

**Item No. 13 - Color Coating for Paving**

This item shall consist of furnishing and installing Color Coating for Paving as shown on plans in conformance with these Special Provisions.

A. **Color Coat Surfacing:** Color Coat Surfacing: Acrylic athletic surfacing system, highly pigmented, comprised of a combination of texture coats and finish coats providing a long-wearing color surface of uniform texture. As available by California Products Corporation "Fortified Plexipave", Flintkote Co.; "Decoralt", Chevron Asphalt Company; "Chevron’s Surfacing System"; or approved equal.

B. **Colors** shall be "tan" for walkways and areas within the community garden.

D. **Asphalt Pavement and Aggregate Base:** Asphalt shall be existing or for new asphalt paving see Asphalitic Concrete Paving and Aggregate Base to Place for material, method and payment information.

E. **Submittals:** Contractor shall submit three complete sets of specialty pavement data within ten days after award of contract. Data shall include color samples, manufacturer’s specifications and recommendations, and list of at least three similar applications completed by the Contractor within the past three years.

F. **Installation:** The surfacing shall be applied to court surface by pouring from a can or a wheeled container to continuous parallel lines and spreading immediately with a rubber-faced squeegee. There shall be two applications of surfacer. The total amount of surfacer shall not be less than 60 gallons per 1,000 square feet per coat.

1. A surface course of a nominal thickness shall be constructed on the completed pavement using the double straight edge course method.

2. The finished surface course shall be flooded and areas that hold water more than 1/8" shall be filled to grade with a mixture of Carpet Coat Surfacer.
3. Acrylic Resurfacer (no asphaltic materials will be permitted):

   Acrylic Resurfacer  55 gals
   Water                20-40 gals
   Sand (40-60 Mesh)    600-900 lbs.

4. Filled Acrylic Finish Color: After the surfacing application has been completed and allowed to cure, the filled acrylic finish and Plexichrome shall be applied in three (3) applications.

   - Two squeegee applications of filled acrylic finish. Minimum amount of undiluted filled acrylic material to be applied is 12 gallons per 1,000 square feet.
   - One brush or roller application of unfilled acrylic finish. Minimum amount of undiluted unfilled acrylic to be applied is 7 gallons per 1,000 square feet.

G. Protection: The area shall be protected from traffic during all operations and shall not be opened for use for at least 24 hours after the finished surface has dried completely.

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

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

**Item No. 14 - Park Rules Signs**

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

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

B. Posts shall be standard weight galvanized steel, Schedule 40, 2" diameter size pipe with pipe cap.

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

D. Footings shall be Portland Cement Concrete Class "D", conforming to Section 10-5 of the Standard Specifications and as shown on Standard Drawing T-270.
E. **Stainless Steel Nuts & Bolts** shall be vandal resistant bolts with the nuts tack welded on to reduce theft.

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

**Item No. 15 - Accessible Parking Sign and Asphalt Paint**

This item shall consist of furnishing and installing Accessible Parking Signs and Curb Painting as shown on the Plans, in conformance with these Special Provisions and Standard Drawing T-190 and T-160 of the Standard Specifications.

A. **Signs** shall be a R99 sign, as shown on Standard Drawing T-190, and shall comply with the Americans with Disabilities Act, Accessible parking space sign requirements.

B. **Post** shall be standard weight galvanized steel, 2" diameter pipe, Schedule 40.

C. **Footings** shall be Portland Cement Concrete Class “C”, conforming to Section 10-5 of the Standard Specifications and as shown on Standard Drawing T-190.

D. **Sign Location** shall be as shown on the plans and details.

E. **Curb Painting** shall consist of the contractor painting one coat of concrete primer and two coats of blue paint for a 20' section of front and side vertical curbing as shown on the Standard Drawing T-160.

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

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

**Item No. 16 - Metal Header Board**

This item shall consist of furnishing and installing Header Board as shown on the plans and as specified in the Special Provisions.

A. **Header Board** shall be 3/16" x 4" x 16' length manufactured by Sure-loc Company, Inc. or approved equal. Sure-loc is made from rigid aluminum. Color shall be Black.

B. **Stakes** shall also be made by Sure-loc Company, Inc. or approved equal. Color to match header board.
Local Supplier: Horizon industries, 301 Broadway ave., Sacramento, CA 95818, Phone: (916) 492-1000

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

**Item No. 17 - Wood Garden Planters**

This item shall consist of furnishing and installing Header Board as shown on the plans and as specified in the Special Provisions.

A. **Header Board** shall be 2" x 6" x 16' length AC2 Green Pressure Treated Lumber or approved equal. Color shall be Black.

B. **Stakes** shall be made by Grip-Rite Company, Inc. or approved equal. 36" long stake w/ appropriate pipe clamp attachment to AC2 Green Pressure Treated Lumber.

C. **Posts** shall be 2-3/8" galvanized post w/ rounded cap and clamp to AC2 boards.

Local Supplier: Home Depot, 1461 Meadowview rd., Sacramento, CA 95832, Phone: (916) 399-9905

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

**Item No. 18 - Accessible Raised Planters to Construct**

This item shall consist of constructing Durable Greenbed Plots as shown on the plans per manufacturers specifications.

A. **Durable Greenbed** planter shall be installed as shown in manufacturer specifications.

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

**Item No. 19 - Garden Soil**

This item shall consist of furnishing and placing imported premium blend topsoil (evenly mixed 70% topsoil/30% humic compost) in the community garden plots, and raised
accessible planter as shown on the plans, in conformance with the plans and these specifications and in conformance with Section 14 of the Standard Specifications and as directed by the Park Construction Inspector.

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

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

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

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

**Item No. 20 - Compost Bins**

This item shall consist of furnishing and installing Compost Bins as shown on the plans and as specified in the Special Provisions.

**Compost Bin** shall be as shown on the plans.

**Payment** shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Compost Bins as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.
**Item No. 21 - 8' x 10' Tuff Shed to Install**

This item shall consist of furnishing and installing a 8' x 10' Tuff Shed as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. **Storage Shed** shall be a by Tuff Shed, model: Premier Pro Series, Pro Ranch, Size 8' x 10' or approved equal, painted shed, with options organization package, turbine vent, ridge vent, radiant barrier roof decking, 30 year shingle upgrade and screen vents.

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

1) Heavy-Duty 3/4" Tongue & Groove Plywood Flooring
2) Large Three (3) FT Wide Steel Reinforced Door
3) Patented Keyed Locking Handle
4) Premium Siding with a 50-Year Limited Warranty
5) 1"x4" Pre-Primed Forestrim® Trim Boards
6) Owens Corning® PRO 30 Shingles with a 30-Year Limited Warranty
7) 15# Roofing Felt Paper
8) Radiant Barrier Roof Decking (5/8")
9) Extremely Strong 2"x4" Rafters Joined with Steel Plates
10) Double Top Plates on All Walls
11) Baked Enamel Steel Drip Edge
12) 16" On-Center Framing with 3 Studs in Every Corner for Extra Strength
13) No sub-floor to be installed.

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

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

Item No. 22 - 6’ Chain Link Fence

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

A. Top Rail and Bottom Tension Wire shall be used. Top Rail and Braces shall be 1.650” O.D. - G.S.P., or cold formed steel pipe, as stated in Paragraph C, and shall weigh 2.27 or 1.83 lbs. per linear foot, respectively.

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

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

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

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

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

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

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

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

Item No. 23 – 10’ Maintenance Gate

This item shall consist of furnishing and installing a 10’ Maintenance Gate as shown on the plan in conformance with Section 10-38 and 31 and Standard Drawing T-90 of the Standard Specifications and these Special Provisions.
A. **Gates Size** shall be as shown on the plans. Corners shall be jointed by heavy pressed steel fittings. Gate frame shall be equipped with adjustable truss assemblies and complete malleable iron hinges, catch, stops and center rest. Hinges shall permit the gate to swing back against fence 180 degrees as required. Gate latch shall conform to handicap accessibility standards. Fabric shall be of material and installed as stated in Paragraph 10-38 and Section 31 of the Standard Specifications.

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

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

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

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

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

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

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

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

**Payment** shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in 10' Maintenance Gate as shown on the plan, as specified in these Special Provisions and as directed by the Inspector.

**Item No. 24 – 5’ Entry Gate**

This item shall consist of furnishing and installing 5’ Entry Gate as shown on the Plans in conformance with Sections 10-38 and 31, and Standard Drawing T-90 of the Standard Specifications and as amended by these Special Provisions.

A. **Top and Bottom rail** shall be 2.375" O.D. - G.S.P., or cold formed steel pipe, as stated in Paragraph C, and shall weigh 2.27 or 1.83 lbs. per linear foot, respectively.
B. **Tie Wires** shall be 9 gauge galvanized steel wire, spaced 18 inches apart. Tie wires shall be given at least one complete turn.

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

D. **Terminal or Corner Post** shall be 4" O.D. - G.S.P., or high tensile strength steel pipe manufactured from cold formed steel conforming to ASTM A569 and weighing 5.79 or 4.64 lbs. per linear foot, respectively.

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

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

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

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

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

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

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

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

M. **Key Pad Lock and Touch bar Hardware** – shall be per plans and shall be installed per the manufacturer's specifications. The contractor shall submit all manuals and keys supplied by the vendor for the new device to the City. The Contractor shall submit a cut sheet with the product information / specification for the following items for approval for the Landscape Architect.

1. **Touch bar Hardware**: Touch bar Crash Bar shall be XP 98/99, Rim Exit Device manufactured by Von Duprin or approved equal. Contractor shall provide and install as per manufacturer's specifications.

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

   Distributed by Kaba Ilco Corp, 1-800-849-8324
O. Concrete Footings installed as shown on the plans and shall be Class “C” or “D” Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications. Concrete footings shall be 2'-0" deep by 12" in diameter.

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

Payment shall be made at the lump sum price bid and shall include all labor, tools, materials, equipment, and incidentals as necessary to complete 5' Entry Gate to install as shown on the plan and as specified in these Special Provision and directed by the Landscape Architect.

Item No. 25 - Community Garden Entry Sign

This item shall consist of furnishing and installing a metal community garden entry sign as shown on the plan and details, and in conformance with these Special Provisions.

Finish – Sign shall be powder coated Black.

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

Item No. 26 - 8' Picnic Table

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

A. Picnic Table shall be multi-pedestal and shall be eight (8') long by NorCal Outdoor Supply Co., model # CV6-5372-PF, in-ground mounted, or approved equal. Table and bench tops shall be constructed from a slot steel design and powder coated.

B. Accessible Picnic Table shall be multi-pedestal and shall be eight (8') long by NorCal Outdoor Supply Co., model # CV6-5372-PF, in-ground mounted, or approved equal. Table and bench tops shall be constructed from a slot steel design and powder coated.

Distributed by: NorCal Outdoor Supply co., (925)984-2075, Contact Jeff Whitman.

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

D. Concrete Footing shall be Portland Cement Concrete Type II Class “D”, as specified in Section 10 and installed in conformance with Section 20 of the Standard Specifications and the manufacturer's specifications.
E. **Concrete Pad** shall be paid for under “Concrete Flatwork to Install”, of these Special Provisions.

*Payment* shall be made at the lump sum bid price, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 8' Picnic Table to Install as shown on plans, as specified in these Special Provisions and as directed by the Inspector.

**Item No. 27 - Automatic Irrigation System**

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

A. **Gate Valves** shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be lead free and shall be manufactured by Nibco, Model number T-113L or approved equal and as shown on the plans and shall be installed at the locations as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.

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

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

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

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

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

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

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

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

**Item No. 28 - Hose Bib System to Install**

This item shall consist of installing a Hose Bib System as shown on the plans and the details including extending the existing water line as shown on the and in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

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

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

C. **Recycled Plastic Post** shall be per plans.

D. **Metal Straps** shall be per plans.

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

**Item No. 29 - Trees**

This item shall consist of furnishing and preparing Trees in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions. **Trees to be planted by Volunteers. Contractor shall provide the trees and associated items and prepare the soil / area for tree planting**

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

Soil in lawn areas adjacent to paved areas shall be graded so that after settlement, the soil will be one half inch (1/2") below the top of the paving.
B. **Weed Control** shall conform to Section 35-6 of the Standard Specifications.

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

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

**Item No. 30 - Shrub and Groundcover Areas**

This item shall consist of furnishing and preparing Shrub and Groundcover Areas in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions. **Shrub and Groundcover to be planted by Volunteers. Contractor shall provide the shrubs, groundcover and associated items and prepare the soil / area for planting**

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

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

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

C. **Soil Preparation Materials** shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.
1. **Soil Conditioner/Fertilizer** Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.

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

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

**Item No 31 - Bark Mulch**

This item shall consist of furnishing and installing a 4" layer of bark mulch in all planted areas and tree wells in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions. **Bark Mulch to be planted by Volunteers. Contractor shall provide the Bark Mulch and associated items for volunteers for all new planter areas.**

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

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

Additive Alternate Item No. A1 – Contractor Planting Trees & Shrubs

This item shall consist of installing Trees and Shrubs as indicated on the plans. Trees and shrubs shall be installed per specification.

A. Cost of Labor shall be for installation of Trees and Shrubs.

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 with the contractor installed planting and shrubs as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

Additive Alternate Item No. A2 – Contractor Installed Bark Mulch

This item shall consist of the contractor installed bark mulch as indicated on the plans. Bark mulch shall be installed per specification.

A. Cost of Labor to have the contractor install the Bark Mulch.

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 Contractor Installed Bark Mulch as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.
TAXABLE YEAR  
2019  
Withholding Exemption Certificate  
590

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

Withholding Agent Information

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Payee Information

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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.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form is based change, I will promptly notify the withholding agent.

Type or print payee's name and title: Shawn Lanza, President

Payee's signature: [Signature]

Telephone: (916) 772-0800

Date: 03/20/2019

7061193

Form 590 2018
Request for Taxpayer Identification Number and Certification

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

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

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

Sierra Valley Construction, Inc.

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

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

☐ 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 as a single-member entity, unless the owner is the LLC. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ▶

Exemption from FATCA reporting code (if any) ▶

(Applicable to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.

2723 Penny Lane

Lincoln, CA 95648

6. City, state, and ZIP code

Requestor’s name and address (optional)

7. 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. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to Get a TIN, later.

Social security number

or

Employer identification number

3 5 2 3 8 0 6 9 3

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person ▶

Date ▶ 7/22/19

General Instructions

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

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

Purpose of Form

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

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third-party network transactions)

• Form 1098 (home mortgage interest), 1089-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.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Bender Insurance Solutions
516 Gibson Drive
Suite 240
Roseville, CA 95678

INSURED
Sierra Valley Construction, Inc
2723 Penny Lane
Lincoln, CA 95648-9621

CONTACT NAME:
JRODRIGUEZ

PHONE (incl. Ext.)
(916) 380-5300

FAX (incl. Ext.)
(916) 380-5206

INSURER(S) AFFORDING COVERAGE
NAIC 

INSURER A: Scottsdale Insurance Company
41297

INSURER B: Security National Insurance Co
19879

INSURER C: State Compensation Ins. Fund
35076

INSURER D: The Ohio Casualty Insurance Company
24074

COVERAGES
CERTIFICATE 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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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191). Additional Remarks Schedule, may be attached if more space is required

RE: Sojourner Truth Park Community Garden (PN: #12156100) - Bid #12198112129

Additional Insured per attached endorsement(s): City of Sacramento, its officials, employees, or 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.

CERTIFICATE HOLDER
City of Sacramento
c/o EXIGIS LLC,
P.O. Box 4668 ECM-335050
New York, NY 10166-4668

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) The ACORD name and logo are registered marks of ACORD
This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.

Item 1. Who is an Insured of Paragraph A. Coverage under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

(1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and

(3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

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

f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. Supplementary Payments of Item 2. Coverage Extensions of Paragraph A. Coverage under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to read:

(4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. Fellow Employee of Paragraph B. Exclusions under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.
D. Limited Automatic Towing Coverage

Item 2. Towing, of Paragraph A. Coverage, under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered “auto” is disabled. All labor must be performed at the place of disablement of the covered “auto”.

a. The limit for towing and labor for each disablement is $500;

b. No deductible applies to this coverage.

E. Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered “auto”, for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the “loss” arises from a covered Comprehensive “loss” to your “auto”.

F. Increase Of Transportation Expense Coverage

Subpart a. Transportation Expenses of Item 4. Coverage Extensions of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the theft of a covered “auto” of the private passenger type. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”. 

G. “Personal Effects” Coverage

Item 4. Coverage Extensions of Paragraph A. Coverage, under SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to add:

“Personal Effects” Coverage

We will pay actual cash value for “loss” to “personal effects” of the “insured” while in a covered “auto” subject to a maximum limit of $2,500 per “loss”, for that covered “auto” caused by the same “accident”. No deductible will apply to this coverage.

H. “Downtime Loss” Coverage

Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III, PHYSICAL DAMAGE COVERAGE, is amended to add:

“Downtime Loss” Coverage

We will pay any resulting “downtime loss” expenses you sustain as a result of a covered physical damage “loss” to a covered “auto” up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage “loss”, subject to the following conditions:

a. We will provide “downtime loss” beginning on the 5th day after we have given you our agreement to pay for repairs to a covered “auto” and you have given the repair facility your authorization to make repairs;

b. Coverage for “downtime loss” expenses will end when any of the following occur:

(1) You have a spare or reserve “auto” available to you to continue your operations.

(2) You purchase a replacement “auto”.

(3) Repairs to your covered “auto” have been completed by the repair facility and they determine the covered “auto” is road-worthy.

(4) You reach the 30 day maximum coverage.
I. Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.

b. Our payment is limited to necessary and actual expenses incurred.

c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. "Personal Effects" Exclusion

Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.

b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.

c. Paintings, statuary and other works of art.

d. Contraband or property in the course of illegal transportation or trade.

e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. Accidental Airbag Discharge Coverage

Item 3.a. of Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an air bag.

L. Loan or Lease Gap Coverage

Paragraph C. Limit Of Insurance under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

(4) Security deposits not refunded by the lessor; and

(5) Carry-over balances from previous loans or leases
M. Aggregate Deductible
Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:
Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

N. Diminishing Deductible
Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:
Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

<table>
<thead>
<tr>
<th>Loss Free Policy Periods With the Expansion Endorsement</th>
<th>Deductible Reduction on the first &quot;loss&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0%</td>
</tr>
<tr>
<td>2</td>
<td>25%</td>
</tr>
<tr>
<td>3</td>
<td>50%</td>
</tr>
<tr>
<td>4</td>
<td>75%</td>
</tr>
<tr>
<td>5</td>
<td>100%</td>
</tr>
</tbody>
</table>

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

O. Knowledge of Loss and Notice To Us
Subsection a. of Item 2. Duties In the Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:
However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:
(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) An "executive officer" or director, if you are a corporation;
(4) A manager or member, if you are a limited liability company;
(5) Your insurance manager; or
(6) Your legal representative.

P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract
Item 5. Transfer Of Rights Of Recovery Against Others To Us of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

5. Transfer of Rights of Recovery Against Others To Us
If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

Q. Insurance is Primary and Noncontributory
Subpart a. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:
a. This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

R. Other Insurance – Hired Auto Physical Damage
Subpart b. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:
b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
(1) Any covered "auto" you lease, hire, rent or borrow; and
(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

S. Unintentional Failure To Disclose Hazards

Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

T. Additional Definition

SECTION V – DEFINITIONS is amended to add:

“Personal effects” means personal property owned by the "insured".

“Downtime loss” means actual loss of “business income” for the period of time that a covered “auto”:

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and

2. Is in the custody of a repair facility if not a total "loss".

“Business Income” means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

**Name Of Person Or Organization:**

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All Locations and Operations for which you are covered under a consolidated, wrap-up or similar insurance program

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

The following exclusion is added to paragraph 2. Exclusions of SECTION—I COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This Insurance does not apply to "bodily injury" or "property damage" arising out of your operations at the location described in the Schedule of this endorsement, and that is covered by a consolidated (wrap-up) or similar insurance program.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

(1) Provides coverage identical to that provided by this Coverage Part; or

(2) Has limits adequate to cover all claims.
ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

EFFECTIVE SEPTEMBER 1, 2018 AT 12:01 A.M.
AND EXPIRING SEPTEMBER 1, 2019 AT 12:01 A.M.

SIERRA VALLEY CONSTRUCTION INC
2723 PENNY LN
LINCOLN, CA 95648

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

JOB DESCRIPTION
BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUGUST 21, 2018

Kendall R. Van Engen
AUTHORIZED REPRESENTATIVE

Vernon Stein
PRESIDENT AND CEO
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) AGGREGATE LIMIT SUBJECT TO AN ALL PROJECTS LIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Designated Construction Project(s):**

All Projects

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I—Coverage A, and for all medical expenses caused by accidents under Section I—Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Per Project Aggregate Limit equal to the General Aggregate Limit shown in the Declarations shall apply to each Designated Construction Project.

   However, the most we will pay under the insurance provided by this endorsement for all Designated Construction Projects shown in the Schedule above is $5,000,000, unless otherwise stated below:

   $ ____________________.

2. The separate Designated Per Project Aggregate Limit provided in A.1. above is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage C regardless of the number of:

   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the separate Designated Per Project Aggregate Limit provided in A.1. for that particular Designated Construction Project. Such payments
shall not reduce the General Aggregate Limit shown in the Declarations, nor shall they reduce the insurance provided by this endorsement for any other Designated Construction Project.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate Designated Per Project Aggregate Limit provided in A.1, for each Designated Construction Project.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrence" under Section I—Coverage A, and for all medical expenses caused by accidents under Section I—Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any separate Designated Per Project Aggregate Limit provided in A.1.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor any separate Designated Per Project Aggregate Limit provided in A.1.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III—Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.
COMMERCIAL GENERAL LIABILITY
CG 20 34 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization when you and such person or organization have agreed in writing in a contract or agreement, executed prior to the &quot;occurrence&quot; to which this insurance applies, that such person or organization be added as an additional insured on your policy</td>
<td>All Locations</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Person or Organization when you and such person or organization have agreed in writing in a contract or agreement, executed prior to the &quot;occurrence&quot; to which this insurance applies, that such person or organization be added as an additional insured on your policy</td>
<td>All Locations</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.