



2.14

DEPARTMENT OF
PUBLIC WORKS

ENGINEERING DIVISION

CITY OF SACRAMENTO
CALIFORNIA

October 8, 1991

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

916-449-8220
FAX 916-449-8678

CONSTRUCTION SECTION
640 BERGUT DRIVE
SUITE B
SACRAMENTO, CA
95814-0131

916-449-5282

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: MESA GRANDE PARK PHASE II (PN:LG56) - PROJECT APPROVAL AND BID
ADVERTISEMENT

LOCATION/COUNCIL DISTRICT

Location: Valley Hi Drive and La Coruna Drive.
District No.: 7

APPROVED
BY THE CITY COUNCIL

OCT 8 1991

OFFICE OF THE
CITY CLERK

SUMMARY

Plans and specifications for this project have been prepared. Approval of the plans and specifications and authorization to advertise for bids is recommended.

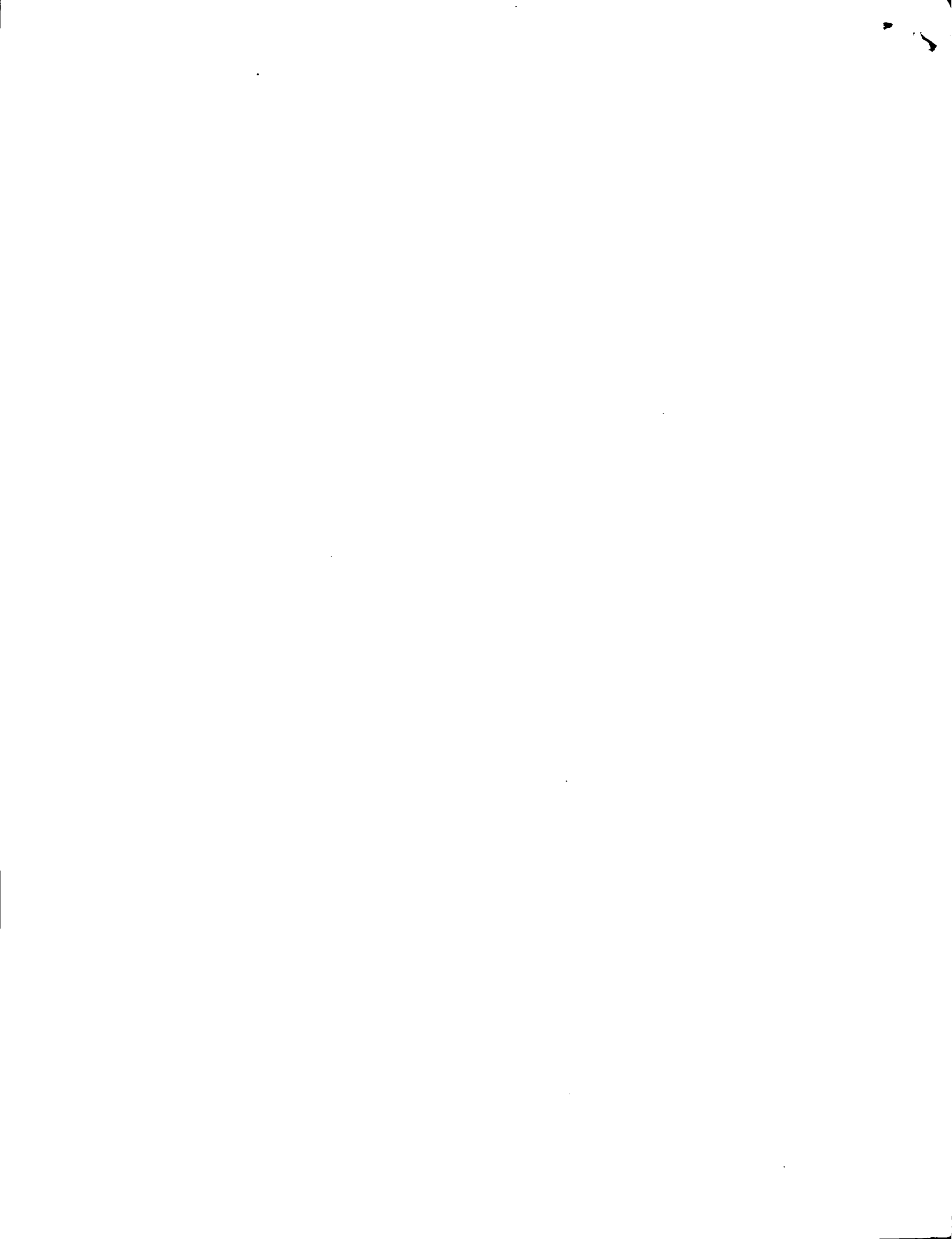
RECOMMENDATION

It is recommended that the City Council approve the plans and specifications for this project and authorize the City Clerk to advertise for bids to be received on November 5, 1991.

BACKGROUND

This project is the second phase in the development of Mesa Grande Park and consists of the construction of sidewalk, fitness stations, play area, picnic area and landscaping.

A Negative Declaration for this project was filed with the County Clerk of the County of Sacramento on February 26, 1991. The Landscape Architect's estimated construction cost is \$102,600.



City Council
Mesa Grande Park Phase II (PN:LG56)
October 8, 1991

FINANCIAL DATA

Additional funds may be needed for this project. The estimated total project cost, including all planning, design and construction costs, is \$176,700. The current budget is \$150,000, which was approved in the Capital Improvement Program from Quimby Act (710) funds. The funds currently available for this project amount to approximately \$109,000 as of September 17, 1991. It is proposed that the final budgetary recommendation be made following receipt of bids.

A non-refundable fee of \$15.00 will be charged for each set of plans and specifications to cover reproduction costs.

POLICY CONSIDERATIONS

This action is consistent with Chapter 58, Article III, Section 58.301 of the City Code concerning advertisement for bids.

MBE/WBE EFFORTS

Plans and specifications will be sent to nineteen (19) plan rooms and construction services organizations for publication and use by the construction industry of Northern California. There are four (4) organizations on the distribution list that are directly involved with the MBE/WBE contractors.

Respectfully submitted,



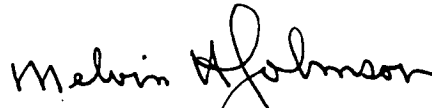
THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:



WALTER J. SLUPE
City Manager

Approved:



MELVIN H. JOHNSON
Director of Public Works

CONTACT PERSON

Dave Spease, Landscape Architect
449-5125

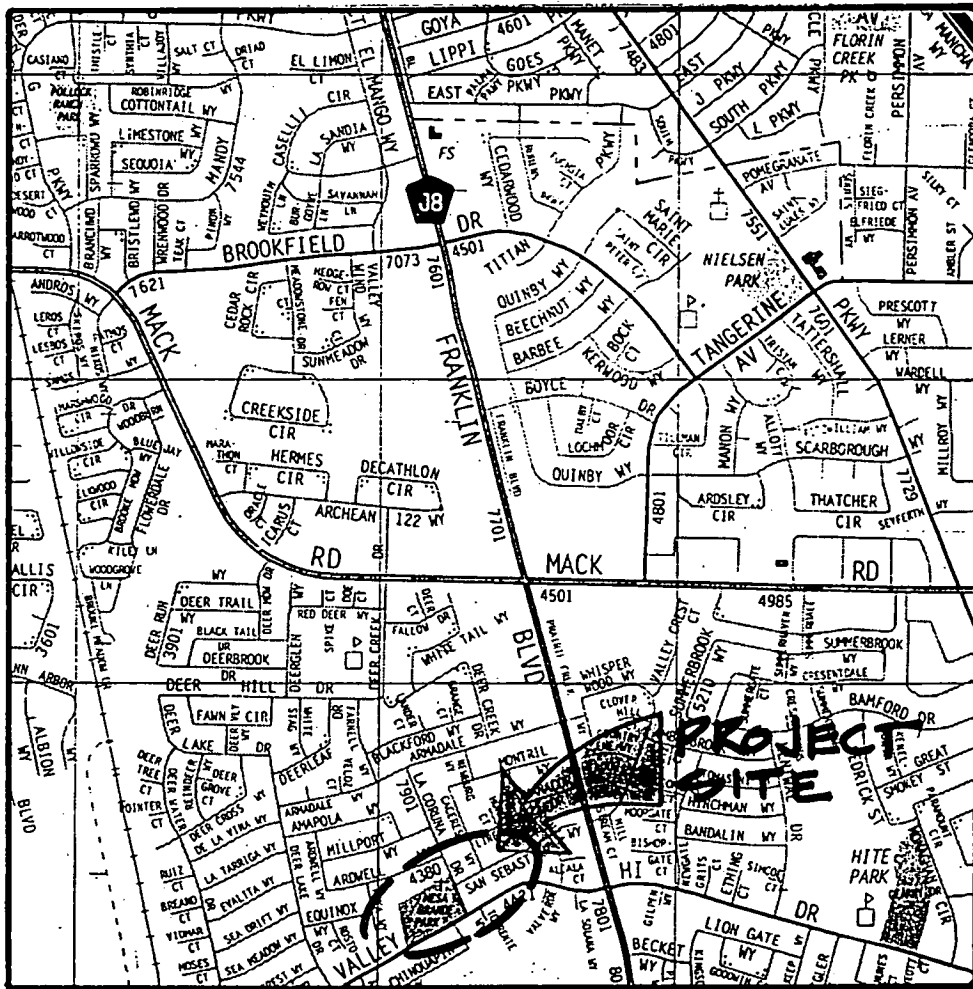
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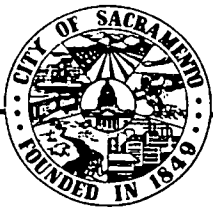
THE DEVELOPMENT OF MESA GRANDE PARK PHASE II



LOCATION MAP

PN: L956

2.14



CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

CONTRACT SPECIFICATIONS FOR MESA GRANDE PARK PHASE II

PN:LG56

Non-Refundable Fee
\$15.00
101-500-LG56-3709

Separate Plans

For Pre-Bid Information Call:
Michele Rudek
(916) 449-8254

Bids to be received before
10:30 a.m., Tuesday,
November 5, 1991, at
Room 304, City Hall,
915 I Street,
Sacramento, CA 95814

NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, Room 304, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:30 a.m. on November 5, 1991, and opened at 10:30 a.m., or as soon thereafter as business allows, in the Council Chamber, City Hall, for construction of:

Mesa Grande Park Phase II (PN:LG56)

as set forth in the Construction Documents adopted October 8, 1991, by the City of Sacramento.

All such proposals received and any work performed thereunder must comply with the requirements of Chapter 58 of the Sacramento City Code (Ordinance No. 3129, Fourth Series).

Bids must be submitted on printed forms supplied by the City Clerk to prospective bidders for a non-refundable fee of \$15.00. Bids must be enclosed in an envelope marked:

Sealed Proposal for Mesa Grande Park Phase II (PN:LG56)

Copies of the Sealed Proposal Forms and accompanying documents are available at the Office of the City Clerk, City Hall, Room 304, 915 I Street, Sacramento, CA 95814.

Contractors bidding on this project must possess a Class A or a combination of C-8 and C-27 License.

All contractors, subcontractors and all concerned must comply with the rates of wages established by the Director of Industrial Relations under provisions of Sections 1770 and 1773 of the Labor Code of the State of California, a copy of which is on file in the Office of the City Clerk; or such other rate of wages as may hereafter be established by the Director of the Department of Industrial Relations in compliance with Section 1770 of the Labor Code of the State of California.

Pursuant to Government Code Section 4590, any contract awarded pursuant to this invitation for bid shall contain a provision permitting the substitution of securities for any moneys withheld to ensure performance under the contract. The terms of such provisions shall be according to the requirements of Government Code Section 4590.

The right to reject any and all bids or to waive any informality in any bid received is reserved by the City Council.

VALERIE A. BURROWES
CITY CLERK

LG56
EA2-12.A
09.2391

CITY OF SACRAMENTO

SEALED PROPOSAL
(MUST BE SIGNED BY BIDDER)

Sealed Proposals will be received not later than **10:30 A.M. on November 5, 1991**, at the Office of the City Clerk, Room 304, City Hall, Sacramento, California and opened at 10:30 A.M., or as soon thereafter as business allows, on November 5, 1991, in the Council Chamber, City Hall, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation and services for:

MESA GRANDE PARK PHASE II
(PN:LG56)

in the City and County of Sacramento, California.

The work is to be done in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and Special Provisions all as on file in the Office of the City Clerk, at the following Unit Prices.

<u>Item No.</u>	<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	Site Grading & Demolition	1	JOB	\$ <u>LUMP SUM</u>	\$ _____
2.	Imported Landscape Fill to Place	425	CY	\$ _____	\$ _____
3.	Aggregate Base to Place	20	TON	\$ _____	\$ _____
4.	Catch Basin to Construct	2	EA	\$ _____	\$ _____
5.	Play Area Catch Basin to Construct	1	EA	\$ _____	\$ _____
6.	6" PVC Gravity Drain Pipe to Install	485	LF	\$ _____	\$ _____
7.	3-1/2" Concrete Flatwork to Construct	9,900	SF	\$ _____	\$ _____
8.	Play Area Curb to Construct	185	LF	\$ _____	\$ _____
9.	Handicap Ramp to Construct	1	JOB	\$ <u>LUMP SUM</u>	\$ _____

10. 6" Concrete Mowstrip to Construct	150	LF	\$ _____	\$ _____
11. Brick Headers to Install	110	LF	\$ _____	\$ _____
12. Redwood Edger Board to Install	90	LF	\$ _____	\$ _____
13. 3-1/2" Decomposed Granite to Place	1,090	SF	\$ _____	\$ _____
14. Play Equipment to Install	1	JOB	\$ <u>LUMP SUM</u>	\$ _____
15. Fitness Stations to Install	1	JOB	\$ <u>LUMP SUM</u>	\$ _____
16. Wood Fiber to Install	1	JOB	\$ <u>LUMP SUM</u>	\$ _____
17. Irrigation System Modifications	1	JOB	\$ <u>LUMP SUM</u>	\$ _____
18. Picnic Tables to Install	3	EA	\$ _____	\$ _____
19. Wood Benches to Install	2	EA	\$ _____	\$ _____
20. Tree Guard to Install	1	EA	\$ _____	\$ _____
21. Trash Receptacle to Place	1	EA	\$ _____	\$ _____
22. Tree Planting	50	EA	\$ _____	\$ _____
23. Shrub and Groundcover Planting	1	JOB	\$ <u>LUMP SUM</u>	\$ _____
24. Lawn Seeding	1	JOB	\$ <u>LUMP SUM</u>	\$ _____
25. Landscape Maintenance	1	JOB	\$ <u>LUMP SUM</u>	\$ _____
BASE BID TOTAL				\$ <u>_____</u>

ADDITIVE ALTERNATE 1

26. 4-Seat Spring See Saw to Install	1	JOB	\$ <u>LUMP SUM</u>	\$ _____
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ADDITIVE ALTERNATE 2

27. Backflow Enclosure Landscaping	1	JOB	\$ <u>LUMP SUM</u>	\$ _____
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ADDITIVE ALTERNATE 3

28. Decomposed Granite Path to Construct	1	JOB	\$ <u>LUMP SUM</u>	\$ _____
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BASE BID PLUS ADDITIVE ALTERNATES 1,2 AND 3 \$ _____

In order to be considered a responsible bidder, the bidder must bid on all items of the proposal, including the base bid and additive alternate bid proposals. The City Council reserves the right to reject all bids and make no award whatsoever as a result of this solicitation. In addition, the City Council, at its discretion, reserves the right to award the contract to the lowest bidder, based on the base bid plus none or any combination of the additive alternates.

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or Notice to Proceed, whichever is applicable.

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

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

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

It is understood that this bid is based upon completion of the work within a period of Eighty-five (85) working days commencing on the date specified in the Notice To Proceed.

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be One Hundred Dollars (\$100) for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and

other contract documents, and the undersigned is satisfied with all conditions for performance of the work.

The undersigned has checked carefully all of the above 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.

This proposal will not be withdrawn for the periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted according to Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ _____ not less than ten percent (10%) of amount bid.

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

CONTRACTOR

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

By: _____
(Signature)

Title: _____

Address: _____

Telephone No: _____

Contractor's License:

Valid Contractor's License No: _____, Classification: _____,
Expiration date: _____, is held by the bidder.

KG:kj
LG56-S16.J
09.1691

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

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

* I certify that any person employed by this company, corporation, or business has not been convicted of any criminal drug statute violation on any job site or project within three years of the date of my signature below.

EXCEPTION: _____ Yes _____ No
 Date Violation Type Place of Occurrence Was Employed By This Firm.
 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 CONTRACT, 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: _____

BY: _____ **Date:** _____
 Signature Title

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

DESIGNATION OF SUBCONTRACTORS
(including suppliers and truckers)

NAME AND LICENSE NUMBER OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	DESCRIPTION OF WORK TO BE PERFORMED BY SUBCONTRACTOR	TOTAL DOLLAR AMOUNT OF CONTRACT	ENTER DB OR WBE STATUS AND CERTIFICATION NUMBER	SUBCONTRACTOR FEDERAL TAX I.D. #
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BIDDER _____

BY _____

TITLE _____

PHONE _____

DATE _____

BIDDER'S FEDERAL TAX I.D. #:

BIDDER'S CONTRACTOR LICENSE #:

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKMEN'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for workmen's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of the work on this contract.

Bidder

By _____

Title _____

Address _____

Date _____

PLEASE READ CAREFULLY BEFORE SIGNING

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

1. An individual using a firm name, sign: "John Doe, and individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, Co-Partner."
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

GUARANTEE

We hereby guarantee the

.....
Mesa Grande Park Phase II (PN:LG56)
.....

which we propose to install in 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 period from the date of acceptance without 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 therefor immediately upon demand.

Signed:

.....
.....
.....

Dated:

.....

AGREEMENT

THIS AGREEMENT, dated for identification as of _____, 19__, between the CITY OF SACRAMENTO, a municipal corporation, (hereinafter called "City"), and _____

(hereinafter called the "Contractor").

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

1. CONTRACT DOCUMENTS

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

Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

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

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

2. DEFINITIONS

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

3. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as 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.

4. SCOPE OF CONTRACT

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

Mesa Grande Park Phase II (PN:LG56)

including the following alternative bid items described in the Proposal Form:

5. CONTRACT AMOUNT AND PAYMENTS

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

6. PROGRESS AND FINAL PAYMENTS

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

- (A) On the first of the month, the 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; the Contractor and Engineer shall inspect the statement and, if both approve the statement, the City shall issue a certificate for ninety percent (90%) of the amount it shall find to be due.
- (B) No inaccuracy or error in said monthly estimates shall operate to release Contractor or Surety from damages arising from such work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- (C) Contractor shall not be paid for any defective or improper work.
- (D) City shall pay the remaining ten percent (10%) of the value of the work done under this contract, if unencumbered, thirty-five (35) days after final completion and acceptance of work by City. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against the City arising under the Contract Document.
- (E) Progress payment due the Contractor shall be made within thirty (30) days following receipt of statement jointly approved by the Contractor and the Engineer.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the work on or before fifteen (15) working days from and after receipt of written Notice to proceed from City to Contractor and will diligently prosecute the work to final completion. The phrase "commence the work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrication, erection, or installation of the work. Said Notice to proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance. The continuous prosecution of work by Contractor shall be subject only to Excusable Delays as defined in this 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 eighty-five, (85) working days (hereinafter called the "Completion Date") from the date of the Notice to Proceed unless extensions of time are granted in accordance with the Contract Documents.

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

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

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

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work which may be discovered before final acceptance of the entire work. Any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by the inspector. The inspection of the work, or any part thereof, shall not relieve Contractor of any of his obligations to perform satisfactory work as herein prescribed.

Failure or neglect on the part of City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if such becomes evident at any time prior to final acceptance of the entire work or all materials, nor shall such failure be construed as barring City at any subsequent time from recovering damages or of such a sum of money as may be required to build anew all portions of the work in which fraud was practiced or improper materials used whenever City may discover the same.

12. **RELEASE**

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

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

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

14. **NO WAIVER OF REMEDIES**

Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or 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 this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

15. **GUARANTEE**

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

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

16. DETERMINATION OF DAMAGES

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

17. LIQUIDATED DAMAGES

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable will be One Hundred Dollars (\$100.00)) for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

18. PAYMENT OF DAMAGES

In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments which would otherwise be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as hereinbefore specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

19. INDEMNITY AND HOLD HARMLESS

Contractor shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the performance of the work, provided that such action, damage, claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury of use thereof, and is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

20. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all work under this Contract, the work shall be under Contractor's responsible care and charge. Contractor shall rebuild, repair, restore and make good all injuries, damages, reerections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the work, except as otherwise stipulated.

21. GENERAL LIABILITY OF CONTRACTOR

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

22. INSURANCE

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

(A) Worker's Compensation

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

(B) Comprehensive Auto and General Liability Insurance

Contractor must provide sufficient broad coverage to include:

Comprehensive Auto and General Liability Insurance
Products and Completed Operation Liability
Broad Form Property Damage Liability
Contractual Liability
Personal Injury Liability

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

(C) Certificate of Insurance

Contractor shall have City's standard Certificate of Insurance completed and filed with the Division of Risk Management within fifteen (15) days of the execution of this Agreement. Said policies shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company of the insured during the term of this Agreement, without first giving to City thirty (30) calendar days written notice prior to the effective date of such cancellation or change in coverage.

(D) Worker's Compensation Certificate

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

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

23. FAILURE TO MAINTAIN INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management.

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

24. EXTENSIONS OF TIME

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

25. EXCUSABLE DELAYS

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

The term "Excusable Delay" shall specifically not include: (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other part of the work, nor the completion of the whole work within the time specified; (iii) any reasonable delay resulting from time required by City for review of Plans and submittals required of Contractor and for the making of surveys, measurements and inspection;(iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City which does not necessarily prevent the completion of the work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) but shall not under any circumstances increase the sum City is to pay Contractor as provided in these Contract Documents.

26. **CONTRACTOR TO SERVICE NOTICE OF DELAYS**

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

After the completion of any part or whole of the work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him to have been excusable. Contractor shall make no claim that any delay not called to the attention of the Engineer at the time of its occurrence has been an Excusable Delay.

27. **EXTENSION OF TIME**

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

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

The granting of any extension of time on account of delays which in the judgment of the Engineer are excusable delays shall in no way operate as a waiver on the part of City of its rights under this Contract excepting only extension of the Completion Date.

29. **NO PAYMENT FOR DELAYS**

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the work whether such delays qualify for extension of time under this Agreement or not, providing the elements precluding recovery of damages by Contractor in Section 7102 of the Public Contracts Code are met.

30. CHANGES IN THE WORK

Changes in the work made pursuant to changes issued in accordance with the Standard Specifications and extensions of time of completion made necessary by reason thereof (beyond the Completion Date) shall not in any way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, or the Contract let hereunder, not shall such changes in the work relieve or release the sureties on Bonds executed pursuant to the said provisions. By executing such Bonds, the sureties shall be deemed to have expressly agreed to any such change in work and to any extension of time made by reason thereof.

31. TERMINATION AFTER COMPLETION DATE

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

32. CONTRACTOR BANKRUPT

If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 33. Contractor's Surety shall have the right to complete the work by commencing within thirty (30) calendar days as specified in Section 33; and, in the event Contractor's Surety fails to commence work within thirty (30) calendar days as specified in Section 33, City shall have the right to complete, or cause completion of the work, all as specified in Section 33.

33. TERMINATION FOR BREACH OF CONTRACT

If Contractor should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the City Council, or if the Engineer should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if Contractor should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor or persistently disregard laws, ordinances or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City Council may give Contractor and his Surety written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within ten (10) calendar days from the date of such notice, the Contract shall upon the expiration of said ten (10) calendar days cease and terminate. In the event of any such termination, City shall immediately serve notice thereof upon the Surety and Contractor; and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) calendar days from the date of the mailing to such Surety of notice of termination, City may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of Contractor, and his Surety shall be liable to City for any excess cost occasioned City thereby, as hereinafter set forth.

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

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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

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

DATE _____

BY _____

Title

Federal Tax ID # or Social Security #

CITY OF SACRAMENTO
a municipal corporation

DATE: _____

By _____
City Manager

ATTEST:

City Clerk
ORIGINAL APPROVED AS TO FORM

FUNDING AVAILABLE: 710-500-LG56-4820

City Attorney

Accounting Officer

SUBSTITUTION OF SECURITIES FOR MONEY WITHHELD

At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the contract. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with Wells Fargo Bank as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

CITY OF SACRAMENTO CERTIFICATE OF INSURANCE

This is to certify to the CITY OF SACRAMENTO that the insurance policies listed below have been issued to the named insured and are in force at this time.

NAMED INSURED: _____

ADDRESS: _____

DESCRIPTION OF CONTRACT: _____

TYPE OF INSURANCE	INSURER AND POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			Each Occurrence	Aggregate
GENERAL LIABILITY <input type="checkbox"/> Comprehensive General <input type="checkbox"/> Liquor Liability <input type="checkbox"/> Contractual <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage			BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____ DEDUCTIBLE \$ _____	
AUTOMOBILE LIABILITY <input type="checkbox"/> Owned, Non-Owned and Hired Automobiles			BODILY INJURY (EACH PERSON) \$ _____ BODILY INJURY (EACH ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____	
UMBRELLA LIABILITY <input type="checkbox"/> Umbrella/Excess Liability			SINGLE LIMIT \$ _____ SELF-INSURED RETENTION \$ _____	
WORKERS' COMPENSATION <input type="checkbox"/> Workers' Compensation and Employers Liability			EMPLOYERS LIABILITY LIMIT \$ _____	
FIRE <input type="checkbox"/> Fire & Extended Coverage Perils			AMOUNT OF INSURANCE \$ _____	
MISCELLANEOUS COVERAGES <input type="checkbox"/> Aircraft Liability (including passenger injuries) <input type="checkbox"/> Garagekeepers Legal Liability <input type="checkbox"/> Watercraft Liability <input type="checkbox"/> Professional Liability			BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ AMOUNT OF INSURANCE \$ _____ BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ AMOUNT OF INSURANCE \$ _____	
OTHER COVERAGE (indicate)				

THE FOLLOWING PROVISIONS APPLY:

1. None of the above described coverages will be cancelled, reduced or non-renewed until after 30 days written notice has been given to the Risk Management Manager, City of Sacramento.
2. The City of Sacramento, its officials, agents and employees are named on all liability policies described above (except professional liability policies) as additional insureds as respects all operations performed for the City of Sacramento by or on behalf of the named insured.
3. The above policies include a severability of interests clause.

Any liability insurance maintained by the City of Sacramento will apply only in excess of the liability insurance coverages and limits described above.

DATE ISSUED: _____

AUTHORIZED REPRESENTATIVE OF INSURANCE CO.

(Title)

Address

Phone

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Sacramento, State of California, has awarded to

hereinafter designated as the "Principal", a contract for

; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and

as Surety, are held and firmly bound unto the City of Sacramento in the penal sum of

DOLLARS

(\$ _____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall indemnify and save harmless the City of Sacramento, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the surety, for value received hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____ the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal _____

By _____

Title _____

Surety _____

Address _____

City _____ State _____ Zip _____

By _____

Address _____

City _____ State _____ Zip _____

ORIGINAL
APPROVED AS TO FORM:

City Attorney

JURAT HERE, PLEASE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Sacramento, a municipal corporation, has awarded to

hereinafter designated as the "Principal", a contract for

; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law;

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Sacramento in the sum of _____

DOLLARS (\$ _____),
said sum being equal to the estimated amount payable by the said City of Sacramento under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, his or its heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, 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, as required by the provisions of Chapter 7, Title XV, Part 4, Division 3, of the Civil Code, and provided that the claimant shall have complied with the provisions of said code; or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same and in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, 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 wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, the name and corporate seal of each corporate body being affixed thereto, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal _____

By _____

Title _____

Surety _____

Address _____

City _____ State _____ Zip _____

By _____

Address _____

City _____ State _____ Zip _____

ORIGINAL
APPROVED AS TO FORM:

City Attorney

JURAT HERE, PLEASE

EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO
APPRENTICES ON PUBLIC WORKS

Chapter 1 of Division 2
APPRENTICES ON PUBLIC WORKS

(Note: *Boldface type denotes key points.*)

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

(Added by Stats. 1978, Ch. 1249)

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

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

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

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

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

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

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

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

(f) In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the con-

tractor must comply with this section. Should noncompliance still be evident after the 10-day period, the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

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

(Amended 1983 ch. 681)

1777.5. Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed on public works. The employment and training for each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual ap-

plications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

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

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

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

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

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

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

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or

statewide basis the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already approved by the local apprenticeship standards.

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

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

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

(Amended by Stats. 1989, Ch. 1224)

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

(Amended by Stats. 1976, Ch. 1179)

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

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

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

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

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

(Amended by Stats. 1989, Ch. 1224)

EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(Executive Order 11246)

The City of Sacramento is signatory to the "Greater Sacramento Area Plan" (hereinafter referred to as the "Plan") a joint industry-labor-minority representative agreement established for the purpose of increasing the employment of minorities in all phases and at all levels of skill in the building and construction industry within the greater Sacramento area. The City has adopted the "Plan" as its affirmative action program for City construction contracts and requires a contractor and his subcontractors be signatory to the Plan in order to be eligible for an award of a City contract. Additional information regarding the Plan is available at its headquarters office located at 2220 Watt Avenue, Suite B-5, Sacramento, CA 95825. Telephone No. (916) 489-3685.

1. As used in these specifications:
 - a. "Covered area" means the geographical area within the following counties: Amador, El Dorado, Nevada, Placer, Sacramento, Sierra, and Yolo;
 - b. "Director" means Director, of GSAP, or any person to whom the Director delegates authority;
 - c. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the pacific islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is signatory under Part I of the GSAP, a Hometown Plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the

plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of the GSAP. Each Contractor or Subcontractor participating in the GSAP is individually required to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with onsite supervisory personnel such as Superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, part 60.3.
 - l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p).

The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Program. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee

the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 of the Community Development Block Grant Program).

REPORTING REQUIREMENTS

- (1) All contract and subcontracts (over \$10,000) are subject to the reporting requirements.
- (2) Contractors must submit a CC 257 (Monthly Employee Utilization Report) to the City of Sacramento, Construction Section, 640 Bercut Drive, Sacramento, California 95814.
- (3) If the Contractor is already required to submit CC 257 there is no need to submit an additional form.
- (4) This report must arrive at the City no later than the 5th working day of each month.
- (5) Failure to report is automatic cause to find the Contractor in noncompliance.
- (6) Each report is monitored by the City and measured against the specified goals for minorities and women.

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This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.

2. EMPLOYERS I.D. NO.

MINORITY:

FROM:

FEMALE:

TO:

NAME AND LOCATION OF CONTRACTOR

FEDERAL
FUNDING
AGENCY

5. CONSTRUCTION TRADE	Classifications	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)										9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES					
		6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENTAGE		8. FEMALE PERCENTAGE		9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES	
		M	F	M	F	M	F	M	F	M	F			M	F	M	F		
	Journey worker																		
	APPRENTICE																		
	TRAINEE																		
	SUB-TOTAL																		
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	APPRENTICE																		
	TRAINEE																		
	SUB-TOTAL																		
TOTAL JOURNEY WORKERS																			
TOTAL APPRENTICES																			
TOTAL TRAINEES																			
GRAND TOTAL																			

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE	12. TELEPHONE NUMBER (Include area code)	13. DATE SIGNED	PAGE
			OF

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

The Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate work force and collect and submit reports for each subcontractor's aggregate work force to the Federal compliance agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U.S. Department of Labor, Employment Standards Administration, OFCCP's regional office for your area.)

- | | |
|--|---|
| Compliance Agency | U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.) |
| Federal Funding Agency | U.S. Government agency funding project (in whole or in part). If more than one agency, list all. |
| Contractor | Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds. |
| Minority | Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women. |
| 1. Covered Area | Geographic area identified in Notice required under 41 CFR 60-4.2. |
| 2. Employer's Identification Number | Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941). |
| 3. Current Goals (Minority & Female) | See contract Notification. |
| 4. Reporting Period | Monthly, or as directed by the compliance agency, beginning with the effective date of the contract. |
| 5. Construction Trade | Only those construction crafts which contractor employs in the covered area. |
| 6. Work-Hours of Employment (a-e) | a. The total number of male hours and the total number of female hours worked by employees in each classification.

b-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification. |
| Classification | The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee) |
| 7. Minority Percentage | The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade). |
| 8. Female Percentage | For each trade the number reported in 6a, F divided by the sum of the numbers reported in 6a, M and F. |
| 9. Total Number of Employees | Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period. |
| 10. Total Number of Minority Employees | Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period. |

GOALS AND TIMETABLES
SACRAMENTO, CALIFORNIA

APPENDIX A

The following goals and timetables for female utilization shall be included in all construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a covered construction contract or subcontract.

AREA COVERED

Goals for Women apply Nationwide

GOALS AND TIMETABLES

Timetable	Goals (percent)
Until further notice	----- 6.9

APPENDIX B

Until further notice the following goals and timetables for minority utilization shall be included in all construction contracts and subcontracts in excess of \$10,000 to be performed in the respective covered areas. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a covered construction contract or subcontract.

SACRAMENTO, CALIFORNIA

Area covered - Sacramento, Yolo, and Placer Counties, California.

GOALS AND TIMETABLES

Timetable	Trade	Goal (percent)
Until further notice	All-----	17.5 to 20.0

SPECIAL PROVISIONS

SPECIAL PROVISIONS FOR
THE DEVELOPMENT OF MESA GRANDE PARK PHASE II
(LG56)

I. PROJECT GENERAL REQUIREMENTS

A. SCOPE OF WORK

1. Work Included: The work required to be performed by the Contractor under this Contract consists of THE DEVELOPMENT OF MESA GRANDE PARK PHASE II in conformity with the construction documents herein identified, including furnishing all materials, labor, tools, complete and ready for use.
2. Specifications: The work to be performed under this Contract shall conform to these Special Provisions contained herein. In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento, dated June 1989, referred to herein as "Standard Specifications" and the Standard Specifications, State of California, January 1988, both of which shall apply to the work. The General Conditions of the contract shall be governed by Sections 1 through 8 of the Standard Specifications. The Special Provisions shall govern first, followed by the Standard Specifications and Standard Specifications, State of California.

Special Notice Regarding Standard Specifications: The Standard Specifications of the City of Sacramento, dated June 1989, are now subject to the provisions of Chapter 58 of the Sacramento City Code. If there is any conflict between the Standard Specifications as currently written and Chapter 58 of the Sacramento City Code, the latter shall govern.

B. SUBCONTRACTORS

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

C. PRE-JOB CONFERENCE AND CONSTRUCTION SCHEDULE

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

D. WORKMANSHIP AND MATERIALS

Except as otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. The quality of materials and workmanship shall be in accordance with the provisions of Section 5-13 of the Standard Specifications.

E. TRADE NAMES AND ALTERNATIVES

The use of an alternative article or material shall comply with Section 5-14 of the Standard Specifications except that a request for substitution shall be submitted through the Engineer and shall be permitted subject to the approval of the Landscape Architect. The Landscape Architect shall be the sole judge as to the quality and suitability of alternatives and his decision shall be final.

F. ACCIDENT PREVENTION

The Contractor's attention is directed to Section 6-8 of the Standard Specifications which requires compliance with all requirements of the California Occupational Safety and Health Act.

G. LOCATION OF EQUIPMENT AND PIPING

Drawings showing location of equipment, piping, and other appurtenances specific to the project site, are diagrammatic and job conditions will not always permit their installation in the location shown. When this situation occurs, it shall be brought to the Engineer's attention immediately and the relocation determined in a joint conference. The Contractor will be held responsible for items relocated without first obtaining the Engineer's approval. He shall remove and relocate such items at his own expense if so directed by the Engineer.

H. 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 Engineer, 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 Engineer, and thereafter, except with his consent, the Contractor will not be required to do further work thereon. In addition, such action by the City Engineer 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 making good 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.

I. CONFLICTS

This Section of the Special Provisions shall supercede 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.

J. PROTECTION OF FACILITIES

The Contractor shall be directed to Section 7-8 of the Standard Specifications which shall also include protecting the work and materials to be used thereon from damage or loss due to theft, vandalism and malicious mischief. The Contractor shall be held responsible for such damages or loss, which he shall remedy at his expense.

K. PROTECTION OF TREES

All trees shall be preserved and shall be fully protected from injury by the Contractor at his expense.

L. 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 of his rubbish from and about the site and all his tools, scaffolding and surplus materials, and

shall leave his work area, including all sidewalks and paving areas "broom clean", or its equivalent, unless more exactly specified in other trade sections of the specifications. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. Water or dust palliative shall be applied if ordered by the Engineer 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.

M. SUBMITTALS

In accordance with the provisions of Section 5-6, Standard Specifications of the City of Sacramento, the Contractor shall furnish the Engineer 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.

Five (5) copies of such submittals shall be furnished for review by the Engineer, two (2) of which 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 Engineer.

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.

In accordance with Paragraph 5-14 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 Landscape Architect shall be the sole judge as to the quality and suitability of alternatives and his/her decision is final.

N. MAINTENANCE LIABILITY WAIVER AND PLANTING EXCLUSION AREA

Contractor shall complete Site Grading and Demolition, place Landscape Fill, and complete Irrigation System Modifications in the Maintenance Liability Waiver and Planting Exclusion Area shown on the Planting Plan prior to starting any other work. An Artist commissioned by the City will be working in this area to install his artwork on and around the proposed earth mound. This artwork installation will run concurrent with the construction and maintenance period of this contract. Upon final acceptance of the Contractor's work in the Maintenance Liability Waiver and Planting Exclusion area by the Engineer, the Contractor will be relieved of liability and maintenance for this area only. The Contractor will remain responsible for liability and maintenance of the remainder of the park site as originally stated in the Standard Specifications and these Special Provisions. Contractor contact with the Artist is expected to be minimal; however, if necessary the Contractor is expected to cooperate with the Artist and his subcontractors.

ITEMS OF THE BASE BID PROPOSAL

Item No. 1 - Site Grading and Demolition

This item shall consist of clearing and grubbing, demolishing specified existing facilities, and filling and grading the existing surface to the lines and grades shown on the plans, in conformance with Sections 12, 13, 14 and 16 of the Standard Specifications and these Special Provisions.

- A. Clearing and Grubbing, and Lawn Removal shall conform to Section 12 of the Standard Specifications. Existing lawn shall be stripped and removed from all areas to be regraded or to receive new construction. All lawn and vegetation removed by the Contractor shall be disposed of off the construction site.
- B. Decomposed Granite Path and Redwood Edger Board Demolition shall conform to Section 13 of the Standard Specifications and these Special Provisions. The Contractor shall remove only the portion of the existing Decomposed Granite Path and Redwood Edger Board necessary to construct the proposed 3-1/2" Concrete Flatwork shown on the plans. All clean excavated decomposed granite shall be used as base fill material to construct the proposed earth mound as directed by the Engineer. No edger board shall be left in place that is less than four feet (4') in length. All Redwood Edger Board removed by the Contractor shall be disposed of off the construction site.
- C. Concrete Flatwork Demolition shall be at the locations shown on the plans and shall conform to Section 13 of the Standard Specifications. All concrete flatwork removed by the Contractor shall be disposed of off the construction site.
- D. Clean Soil excavated from the site which is free of refuse, roots, grass, weeds, branches, stones larger than one inch (1") in size, and other deleterious substances, shall be used as base fill material to construct the proposed play area and earth mound as shown on the plans, and as directed by the Engineer.
- E. Relative compaction for landscaped areas shall be 85%, or as directed by the Engineer.
- F. Existing Trees designated for relocation shall be relocated as shown on the plans.

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

Item No. 2 - Imported Landscape Fill to Place

This item shall consist of furnishing, placing, and compacting Landscape Fill as shown on the plans in conformance with Section 14-5 of the Standard Specifications and these Special Provisions.

- A. Landscape Fill shall be used to construct the proposed earth mound and its surrounding area, and to raise the grade around the proposed play area curb to the grades shown on the plan where lawn and trees are proposed.
- B. Relative Compaction of the proposed earth mound shall be ninety percent (90%). Relative compaction of the remaining areas receiving landscape fill shall be eighty-five percent (85%). Landscape fill shall be placed and compacted in six inch (6") lifts.

Payment shall be at the unit price bid per cubic yard and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Landscape Fill to Place

as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 3 - Aggregate Base to Place

This item shall consist of furnishing, placing, and compacting Aggregate Base at the location described below in conformance with Sections 10-7 and 17-1 of the Standard Specifications and these Special Provisions.

- A. Aggregate Base shall be used as subgrade fill to construct the proposed 3-1/2" Concrete Flatwork at the new play area plaza only to the proposed elevations shown on the plans.
- B. Relative Compaction of Aggregate Base shall be ninety percent (90%).

Payment shall be at the unit price bid per ton and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Aggregate Base to Place as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 4 - Catch Basins to Construct

This item shall consist of furnishing and constructing Catch Basins complete with concrete collar as shown on the plans in conformance with these Special Provisions.

- A. Catch Basin may be poured in place or may be precast, Christy model no. U21 or U21S or approved equal. Coordinates given on the plans are approximate. The Contractor shall place the catch basin at the lowest point near the coordinate given, as directed by the Engineer.
- B. Concrete shall be Portland Cement Concrete Class "C" or "D", as specified in Section 10-5, and concrete work shall be completed in conformance with applicable requirements of Section 20 of the Standard Specifications.
- C. Grate shall be Christy welded steel grate with cross bars, 24" X 24", or approved equal.
- D. Finished grade around catch basins shall feathered to provide smooth transitions.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Catch Basins to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 5 - Play Area Catch Basin to Construct

This item shall consist of furnishing material and constructing a Play Area Catch Basin complete with steel cover and gravel sump as shown on the plans in conformance with the Standard Specifications and these Special Provisions.

- A. Concrete shall be Portland Cement Concrete Class "C" or "D", as specified in Section 10-5, and concrete work shall be completed in conformance with applicable requirements of Section 20 of the Standard Specifications.
- B. Steel Cover shall be 3/16" diamond plate hot-dipped galvanized after fabrication.
- C. Crushed Rock shall be 3/4" minimum to 1-1/2" maximum washed rock with no fines.

- D. Pea Gravel shall be 1/4" minimum to 1/2" maximum washed rock with no fines.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Play Area Catch Basin to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 6 - 6" P.V.C. Gravity Drain Pipe to Install

This item shall consist of furnishing and installing 6" P.V.C. Gravity Drain Pipe as shown on the plans in conformity with Sections 10-22 and 26 of the Standard Specifications and with these Special Provisions.

- A. P.V.C. Drain Pipe and Fittings shall conform to ASTM D3034 and shall be SDR 35 with elastomeric-gasket joints providing a water-tight seal. Minimum pipe stiffness at 5% deflection shall be 46 PSI according to ASTM D2412.
- B. Cleanouts shall be installed as shown on the plans.
- C. Valve Box shall be constructed of reinforced concrete and shall be installed at finished grade over cleanout as shown on the plans.

Payment shall be made at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in 6" P.V.C. Gravity Drain Line to Install as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 7 - 3-1/2" Concrete Flatwork to Construct

This item shall consist of furnishing and constructing 3-1/2" Concrete Flatwork as shown on the plans in conformance with Sections 10, 18, and 24 of the Standard Specifications and as amended by these Special Provisions.

- A. Portland Cement Concrete shall be Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Subgrade shall have a relative compaction of 90%. At the play area plaza area compaction testing will be performed by the City at the City's expense prior to installation of concrete. Compaction testing shall be approved by the Engineer.
- C. Finish shall conform to the following. All exposed surfaces shall be finished to true lines and grades as shown on the plans. The surface shall be floated to a smooth but not slippery finish. Sidewalk surface shall be edged to a 3/8" radius and broomed perpendicular to the sidewalk edge with a medium finish.
- D. Expansion Joints shall conform to Section 24-3 of the Standard Specifications with the exception of the following spacing: Expansion joints shall be placed every fifteen feet (15') and as shown on the plans.
- E. Test Panel shall be poured prior to placement of concrete flatwork. The Contractor shall construct a test panel of 15' long X 6' wide X 3-1/2" thick minimum dimensions. The Contractor shall notify the Engineer forty-eight (48) hours prior to test pour. If this test is found to be unsatisfactory by the Engineer, additional test panels shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the

construction of the test panel shall be the same used throughout the installation of concrete.

- F. Flatwork under brick headers (Item No. 11 - Brick Headers to Install) shall be paid for under this item. Rebar installed under brick headers shall be paid for under Item No. 11 - Brick Headers to Install.
- G. 2"x 4" Redwood Header Board shall be installed as shown on the plans in conformance with Section 18 of the Standard Specifications and these Special Provisions. Header board shall be two inches by four inches (2"x 4") nominal size SAS construction heart redwood and shall remain in place. Splicing of boards shall not be allowed. Nails shall be 16d galvanized steel placed four inches (4") on center.

Payment shall be made at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in 3-1/2" Concrete Flatwork to Install as shown on the plans, as specified in the Special Provisions and as directed by the Engineer.

Item No. 8 - Play Area Curb to Construct

This item shall consist of furnishing and constructing a concrete Play Area Curb as shown on the plans in conformance with Section 24 of the Standard Specifications and these Special Provisions.

- A. Portland Cement Concrete shall be Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Expansion Joints shall be placed every twenty feet (20') in conformance with Section 24 of the Standard Specifications, with the addition of the following: Expansion joints shall not be placed on any corners, but shall be placed a minimum of two feet (2') from the corners.

Payment shall be made at the unit bid price per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Play Area Curb to Install as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 9 - Handicap Ramp To Construct

This item shall consist of furnishing and constructing a Handicap Ramp at the location shown on the plans in conformance with Sections 10, 18, and 24 of the Standard Specifications and as amended by these Special Provisions.

- A. Handicap Ramp shall be constructed of Portland Cement Concrete Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Grooves shall be placed as shown on the plans and shall be 1/4" wide by 1/4" deep spaced at 3/4" on center.
- C. Finish shall be medium broom finish.
- D. Reinforcing Steel Bar shall be placed as shown on the plans and shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM) Designation A615) and with Section 21 of the Standard Specifications.

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 Handicap Ramp to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 10 - 6" Concrete Mow Strip to Construct

This item shall consist of furnishing and constructing a 6" wide by 3-1/2" thick Concrete Mow Strip as shown on the plans in conformity with Sections 10, 18, and 24 of the Standard Specifications and these Special Provisions.

- A. Portland Cement Concrete shall be Class "C", conforming to Section 10-5 of the Standard Specifications.
- B. Expansion Joints shall be placed every twenty feet (20'), as specified in Section 24-3 of the Standard Specifications.
- C. Finish shall be smooth trowel finish.

Payment shall be made at the unit bid price per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in 6" Concrete Mow Strip to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 11 - Brick Headers to Install

This item shall consist of furnishing and installing Brick Headers in concrete flatwork at the locations and in the patterns shown on the plans in conformity with these Special Provisions.

- A. Brick Header shall be 2" x 3-5/8" x 7-5/8" smooth radius pavers, or approved equal. Brick color and texture shall match that of the existing brick headers. Saw cuts on pavers shall be straight and smooth and shall conform to patterns shown on the plans.
- B. Mortar shall be composed of portland cement, sand, and water proportioned and mixed as follows: The proportion of cement to sand, measured by volume, shall be one (1) cement to two (2) of sand. The mortar shall contain only enough water to permit placing and packing. Concrete areas to be in contact with the mortar shall be cleaned of all loose or foreign material that would in any way prevent bond between the mortar and the concrete surfaces and shall be flushed with water and allowed to dry to surface dry condition immediately prior to placing the mortar. The mortar shall completely fill and shall be tightly packed into recesses and holes, on surfaces, etc. After placing, all surfaces of mortar shall be cured for a period of not less than three (3) days.
- C. Mortar Joints shall be 3/8" thick and shall be struck with a striker, or jointer. No load shall be allowed on mortar that has been in place less than 72 hours, unless otherwise permitted by the Engineer. All improperly cured or otherwise defective mortar shall be removed and replaced by the Contractor at his expense.
- D. Reinforcing Steel Bar shall be placed as shown on the plans and shall be intermediate grade and deformed in conformance with "deformed billet-steel bars for concrete reinforcement" (ASTM) Designation A615) and with Section 21 of the Standard Specifications.

Payment shall be made at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Brick Headers to Install as shown on the plans, as specified in these Special Provisions and as directed by the

Engineer.

Item No. 12 - Redwood Edger Board to Install

This item shall consist of furnishing and installing Redwood Edger Board at the locations shown on plans in conformance with Section 18 of the Standard Specifications and these Special Provisions.

- A. Edger Board shall be 2" X 4" full cut rough construction heart grade redwood. On tight curves Contractor may use two (2) 1" X 4", or four (4) 1/2" X 4", with ends overlapping a minimum of three feet (3').
- B. Stakes shall be 1" X 12" redwood, spaced at a maximum of five feet (5').
- C. Nails shall be 16d galvanized.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Redwood Edger Board to Install as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 13 - 3-1/2" Decomposed Granite to Place

This item shall consist of furnishing and placing decomposed granite at the locations shown on the plans, in conformance with these Special Provisions.

- A. Subgrade for the decomposed granite shall be free of segregated material and shall have a relative compaction of not less than 90%.
- B. Decomposed Granite shall be gray in color and match existing decomposed granite with particles not to exceed 4.75 mm in diameter, and installed at a finished compacted depth of three and one-half inches (3-1/2"). Decomposed granite shall be compacted to a minimum of 90%. The surface shall be smooth and even with no depressions or bumps and with a 1% minimum and 2% maximum cross slope.
- C. Sample. Prior to placement of decomposed granite the Contractor shall submit to the Engineer a representative sample of decomposed granite for use on this project for approval. No decomposed granite shall be placed prior to the Engineer's approval.
- D. Following form removal of new 3-1/2" Concrete Flatwork which abuts existing decomposed granite path, Contractor shall replace decomposed granite flush with the top of the new concrete flatwork.

Payment shall be made at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in 3-1/2" Decomposed Granite to Place as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 14 - Play Equipment to Install

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

- A. Play Equipment shall be by Landscape Structures, or approved equal. Play equipment components shall be as shown on the plans and shall be composed of such material and

constructed as specified by the manufacturer.

- B. Posts and Beams. All 5" O.D. and 2.375" O.D. posts and beams shall conform to the following: All posts shall be constructed of steel tubing with a wall thickness of .120" and shall conform with ASTM standard A-500. Tensile strength shall measure no less than 45,000 psi and minimum yield point shall be 33,000 psi.

Intrusions into posts for securing attachments must be self sealing. Hollow roll pins shall not be allowed. All posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line required for correct installation.

Top caps for 5" O.D. posts shall be injection molded with a custom formulation of glass fiber and polyethylene. This formulation shall be U.V. stabilized to protect both material and color. All caps shall be factory installed and secured in place with two rivets which are self-sealing. P.V.C. bottom caps shall be slipped onto the bottom end of the post and held in place with an interference fit. Uncapped, flattened post ends shall not be allowed.

All posts and beams shall be powder-coated red as specified in Paragraph C of this Item.

- C. Polyester Powder-Coating. All metal components to be powder coated shall be free of excess weld and spatter. Parts shall then be thoroughly cleaned in a phosphatizing bath and sealed with a non-chrome seal for corrosion resistance then thoroughly dried. Powder-coating shall be electrostatically applied and oven cured at 450 degrees for a period of 20 minutes. Polyester Lo-Mar powder shall meet or exceed ASTM Standards for: Adhesion (D-3359B), Flexibility (D-1735), Hardness (D-3363), Impact (D-2794), Overbake resistance (D-2454), and Salt Spray resistance (B-117). Quality assurance shall employ "checkered" adhesion test daily and salt spray test (500-700 hours) monthly.
- D. Tenderdecks shall be manufactured from a single piece of low carbon sheet steel conforming to ASTM specification A-569. The sheet shall be perforated then flanged formed and reinforced as necessary to insure structural integrity. The unit shall then be TenderTuff coated brown as specified in Paragraph E of this Item. Tenderdecks shall be designed so that all sides are flush with the outside edge of the supporting posts and be supported with standard deck hanger clamps. Ramps and square decks shall be 12 gauge. Hexagon deck and triangular deck shall be 11 gauge.
- E. TenderTuff Coating. All metal components to be TenderTuff coated shall be thoroughly cleaned in a hot pressure washer then primed with a clear acrylic thermosetting solution. The primed parts shall be preheated prior to dipping in the U.V. stabilized, mold resistant, liquid poly vinyl chloride, then oven cured at approximately 400 degrees for 15 minutes. The finished coating shall be approximately .080" thick \pm .020", at an 85 durometer hardness and have a matte finish.
- F. Poly Slide and Tunnel Slide shall be molded of U.V. stabilized, linear density polyethylene with a minimum of .250" wall thickness. Color shall be tan.
- G. Clamps. "T" Clamps used to connect 5" beams to 5" posts shall be sand cast of 535 Aluminum Magnesium Alloy and welded to 5" beams. All other Clamps used shall be die cast with a 369 Aluminum alloy which presents the following mechanical properties: Ultimate Tensile 45,000 psi, Yield Strength 25,000 psi, Elongation 8% in 2 inches, Shear Strength 29,000 psi, and Endurance Limit 20,000 psi at 500,000,000 cycles. All Clamps shall be powder-coated to match post colors.
- H. Rails, Loops & Handbars shall be galvanized steel tubing, sized and installed as specified by the manufacturer. Color shall be tan.

- I. Concrete Footings shall be installed as specified by the manufacturer and shall be Class "C" or "D" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications.

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

Item No. 15 - Fitness Stations to Install

This item shall consist of furnishing and installing Fitness Stations at the locations shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Fitness Stations shall be by Landscape Structures, or approved equal. Fitness station components shall conform to Item No. 14 - Play Equipment to Install, and the manufacturer's specifications. All posts and beams shall be powder coated green.
- B. Concrete Footings shall be installed as specified by the manufacturer and shall be Class "C" or "D" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications.
- C. Fitness Stations are as follows:
 - Station 1: Horizontal Ladder, #871-20082.
 - Station 2: Jump Touch, #871-20032.
 - Station 3: Sit Up Bench, #869-22827.
 - Station 4: Chin Up, modified to have two (2) 132" posts and one (1) 118" post, #871-20022.
 - Station 5: Parallel Bars, modified to have four (4) 90" posts, #871-20042.
 - Station 6: Vertical Ladder, #871-20102.

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 Fitness Stations to Install as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 16 - Wood Fiber to Install

This item shall consist of furnishing and installing Wood Fiber and Geotextile Fabric in the play area as shown on the plans and in conformance with these Special Provisions.

- A. Subgrade for play area shall be free of segregated material and shall have a relative compaction of not less than 85%. Subgrade shall be sloped to drain to the play area catch basin at a 1% minimum slope.
- B. Geotextile Fabric shall be Fiberfelt or approved equal, placed on top of the prepared subgrade as shown on the plans, so as not to allow any contact between the Wood Fiber and the subgrade. Geotextile Fabric shall be 100% polyester non-woven and needle punched.

- C. Wood Fiber shall be Fibar or approved equal, placed on top of the Geotextile Fabric as shown on the Plans and as specified by the manufacturer. The Wood Fiber shall be loosely placed and evened out, and crowned in the center 4" higher than the edges. The Wood Fiber shall be compacted to a 8" finished depth at the edges and 13" finished depth in the center. Wood Fiber shall be wood particles comprised of, but not limited to White Oak, Red Oak, Maple, Ash, Douglas Fir, Lodge Pole Pine, Yellow Pine and Poplar, and shall be approximately 10 times longer than their width. Wood Fiber shall be non-toxic with no chemicals or additives, and shall be handicap accessible. The Wood Fiber system shall be certified as meeting the U.S. Consumer Product Safety Commission's technical guidelines for surfacing as follows: When tested in accordance with suggested test method in Paragraph 1, 2, and 3, a surface should not impact a peak acceleration in excess of 200 g's to an instrumented ANSI headform dropped on a surface from the maximum estimated fall height. Copies of the testing procedures of the Wood Fiber system and results performed by an independent testing source, which demonstrates compliance with the C.P.S.C. guidelines shall be provided. A Certificate of Insurance for product liability with the limit of liability of not less than \$1,000,000 shall be provided. The Wood Fiber system shall have a minimum warranty of three (3) years from date of installation against decay and biochemical degradation calling for replacement of defective materials during the guarantee period. Wood Fiber shall not be installed until after play equipment is installed.

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 Wood Fiber to Install as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 17 - Irrigation System Modifications

This item shall consist of modifying the existing Irrigation System and installing new irrigation as shown on the plans in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and as amended by these Special Provisions.

- A. Applicable existing sprinkler heads, irrigation control valves, quick coupling valves and irrigation pipe shall be removed, relocated, replaced, or abandoned as shown on the plans. Existing irrigation plan given is diagrammatic. Contractor shall verify exact location of existing irrigation system and remove, relocate, replace, or abandon as necessary. Any existing sprinkler head, irrigation control valve and quick coupling valve not being reused on the project site shall be returned to the City. Irrigation pipe removed by the Contractor shall be disposed of off the construction site by the Contractor.
- B. Main Line shall conform to Section 10-45 of the Standard Specifications and be amended as follows: Main line shall be Class 200, ring-tite P.V.C. pipe for pipes 3" and larger, and shall be Schedule 40 solvent weld P.V.C. pipe for pipes smaller than 3". All Class 200 ring-tite P.V.C. pipe shall have concrete thrust blocking in conformance with Section 27-6 and Drawing No. SD-7 of the Standard Specifications.
- C. Lateral Line pipe or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld P.V.C. pipe and shall conform to Section 10-45 of the Standard Specifications, except as previously amended.
- D. Electric Automatic Irrigation Controller shall be one (1) eighteen (18) station Rain Master RME-18 solid state controller, or approved equal, installed into the existing enclosure cabinet. One of the existing controllers shall be removed and replaced with the new controller. Existing irrigation control wires shall be reconnected to their previous stations on the new controller. The removed irrigation controller shall be returned to the City. Controller shall have 3 fully independent programs that can run concurrently and shall

have a single station timed manual feature that allows a station to be turned on manually for its programmed watering time. Controller shall have a selectable automatic default program and have a rechargeable battery backup that will hold the program in memory and keep real time after a temporary power failure. Controller shall have a programmable watering cycle which may be set to either a 7 day weekly repeat cycle or to a skip day basis which allows up to 30 days between waterings. Controller shall have a review program function which will sequentially display all programmed information and will display total watering time per program upon request. Controllers shall have water budgeting capability in all stations with a program in 1-percent increments from 1 percent to 300 percent. Controller shall have a selectable security access code which will allow only authorized personnel to change the program. Controller shall be remote control ready and shall conform to Section 10-48 of the Standard Specifications.

- E. Trench for new irrigation control wires through existing lawn shall be 12" deep.
- F. Plastic Irrigation Pipe Fittings shall conform to Section 10-47 of the Standard Specifications with the following addition: All threaded fittings for P.V.C. pipe shall be Schedule 80.
- G. Electric Control Valve shall be Rainbird EFB-CP-PRS series, or approved equal, and shall be constructed of all brass as specified in Section 10-51 and Drawing No. LA-3 of the Standard Specifications. Valve shall be capable of regulating pressure between 15 to 100 p.s.i., and shall be equipped with a contamination-proof self-flushing nylon screen. Plastic control valves are not acceptable. Valves shall be installed a maximum of twelve inches (12") below finished grade.
- H. Valve Box shall be installed in conformance with Section 10-53 and Drawing No. LA-3 of the Standard Specifications.
- I. Irrigation Control Wires shall conform to Sections 10-49 and 36-12 of the Standard Specifications. Irrigation control wires shall be installed into existing conduit of existing controller enclosure cabinet. Existing irrigation control wires to be spliced shall be clamped and sealed with waterproof connectors and placed in valve boxes as shown on the plans.
- J. Quick Coupling Valve shall be Rainbird 5NP or approved equal. Quick coupling valve shall be constructed of brass with a locking red thermoplastic rubber cover, with "Do Not Drink" markings. Quick coupling valve shall have a one-inch (1") threaded pipe connection and key connection, and shall be installed as shown on the plans, in conformance with Section 10-54, except as noted and Drawing No. LA-2 of the Standard Specifications.
- K. Electronic Marker System (EMS) shall be by APC Industries, Inc./3M, or approved equal. Contractor shall install one marker into each of the electric irrigation control valve boxes, in conformance with Section 10-55 of the Standard Specifications.
- L. Sprinkler Heads
 - 1. Type A Sprinkler Head shall be Hunter I-25 36V, and Hunter I-25 ADV, or approved equal. Sprinkler heads shall be of the gear driven rotary pop-up type, available in full or in part circle configuration. The sprinkler body and riser of the sprinkler shall be constructed of heavy-duty ABS with a built-in check valve. The sprinkler shall have a strong stainless steel retract spring for positive pop-down and pop-up height shall be no less than 3-3/4". The sprinkler shall have a rubber cover and a one inch (1") NPT inlet. The sprinkler shall be serviceable after installation in the field by unscrewing the body cap and removing the riser assembly, check valve and inlet filter screen. The sprinkler shall be equipped with a stainless steel set screw for locking the threaded cap to the body. The part

circle sprinkler shall have an infinitely adjustable arc of coverage from 40 degrees to 360 degrees. The sprinkler shall operate when installed 1/2" below grade. The sprinkler shall be installed with a swing joint assembly as shown on Drawing No. LA-4 of the Standard Specifications, and carry a five (5) year unconditional warranty.

Sprinkler Nozzles shall be of two different types: 1. Type A-1 shall be nozzle 6 and shall be full or part circle, and be capable of covering a forty-seven foot (47') radius when operating at forty (40) pounds per square inch of pressure, with a discharge rate of 9.7 gallons per minute. 2. Type A-2 shall be nozzle 3 and shall be part circle capable of covering a forty-four foot (44') radius when operating at forty (40) pounds per square inch of pressure, with a discharge rate of 6.4 gallons per minute.

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

Item No. 18 - Picnic Tables to Install

This item shall consist of furnishing and installing two (2) standard picnic tables and one (1) handicap accessible picnic table as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Standard Picnic Tables shall be by DuMor, Inc., Model No. 76-34R, constructed of clear all heart, free of heart center redwood, direct bury, or approved equal. Wood slats shall be 3" X 4", nominal size. Picnic tables shall have four (4) seats with single post.
- B. Handicap Accessible Picnic Table shall be by DuMor, Inc., Model No. 76-32R, constructed of clear all heart, free of heart center redwood, direct bury, or approved equal. Wood slats shall be 3" X 4", nominal size. Picnic table shall have two (2) seats with single post.
- C. Concrete Footings shall be Portland Cement Concrete Class "C" or "D", as specified in Section 10-5, and installed in conformance with Section 20 of the Standard Specifications and manufacturer's specifications.
- D. Concrete Pads shall conform to and be paid for under Item No. 7 - 3-1/2" Concrete Flatwork to Construct, of these Special Provisions.

Payment shall be made at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Picnic Tables to Install as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 19 - Wood Benches to Install

This item shall consist of furnishing and installing Wood Benches attached to the existing concrete planter as shown on the plans in conformance with these Special Provisions.

- A. Wood Bench shall be constructed of clear all heart redwood, surface four sides (S4S), sized as shown on the plans. All edges shall be eased and surfaces sanded smooth. Following construction all wood surfaces shall be treated with two (2) coats of Ducksback clear wood preservative, or approved equal.

- B. Tubular Steel Support shall have a 1/4" wall thickness and shall be sized and fabricated as shown on the plans. Following fabrication supports shall be painted with one (1) coat of rust inhibiting primer and two (2) coats of flat black paint.
- C. Expansion Bolts with Washers and Lag Bolts with Washers shall be zinc cromate plated and installed as shown on the plans. Expansion bolts shall be sized to withstand a load of 250 pounds per linear foot.

Payment shall be made at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Wood Benches to Install as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 20 - Tree Guard to Install

This item shall consist of furnishing and installing a Tree Guard attaching it to an existing tree grate, as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. Tree Guard shall be by Neenah Foundry Company, style D, or approved equal. Tree guard shall be hot rolled mild steel, five feet (5') high, and painted with one coat of rust inhibiting primer and two (2) coats of lo-luster black enamel. Tree guard shall be bolted to existing tree grate with zinc cromate plated bolts as specified by the manufacturer.

Payment shall be made at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Tree Guard to Install as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 21 - Trash Receptacle to Place

This item shall consist of furnishing and placing a Trash Receptacle at the location shown on the plans in conformance with these Special Provisions.

- A. Trash Receptacle shall be by Form Inc., model A, with low profile brown lid, or approved equal. Trash receptacle color shall be sand.

Payment shall be made at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Trash Receptacle to Place as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 22 - Tree Planting

This item shall consist furnishing and planting trees as shown on the plans in conformance with Sections 10-43 and 35 of the Standard Specifications and as amended by these Special Provisions.

- A. Tree Planting
 - 1. 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.
 - 2. Plants shall be of the variety and size as shown on the plans and shall conform to Sections 10-43 and 35-7 of the Standard Specifications.
 - 3. Tree locations shall be field staked prior to planting, subject to the approval of

Landscape Architect. Following planting trees shall be staked and tied as shown on the plans.

4. Fertilizer Tablets shall be Gro-Power 7-gram planting tablets, or approved equal. Tablets shall have a 12-8-8 NPK ratio, with 20% humus and 4% humic acids.

- B. Guarantee. The Contractor shall guarantee all plant materials for the period of one (1) year following final acceptance as stated in the Agreement.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Tree Planting as shown the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 23 - Shrub and Groundcover Planting

This item shall consist furnishing and planting shrubs and groundcover as shown on the plans in conformance with Sections 10-43 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. Shrub and Groundcover Planting

1. 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.
2. Plants shall be of the variety and size as shown on the plans and shall conform to Sections 10-43 and 35-7 of the Standard Specifications.
3. Fertilizer Tablets shall be Gro-Power 7-gram planting tablets, or approved equal. Tablets shall have a 12-8-8 NPK ratio, with 20% humus and 4% humic acids.

- B. Guarantee. The Contractor shall guarantee all plant materials for the period of one (1) year following final acceptance as stated in the Agreement.

- C. Pre-emergent Herbicide shall conform to Section 35-6 of the Standard Specifications. Contractor shall provide proof of application of pre-emergent herbicide to the Engineer.

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 Shrub and Groundcover Planting as shown the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 24 - Lawn Seeding

This item shall consist furnishing and seeding lawn areas as shown on the plans in conformance with Sections 10-42 and 35 of the Standard Specifications and as amended by these Special Provisions.

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

The following shall NOT be required from Section 35-5 of the Standard Specifications: "The soil shall be kept wet for a period of fourteen (14) days to permit germination of

weeds. After the fourteen (14) days, the area shall be allowed to dry to a condition that any spray equipment will not damage the existing grades. Weeds shall be sprayed with an approved chemical, which controls both broadleaf plants and grasses, but will not contaminate the soil, such as Round-up."

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

- B. Lawn Seeding shall conform to Section 10-42, and applicable paragraphs of Section 35-7 of the Standard Specifications and these Special Provisions.
1. Seed Mix shall be at least three (3) cultivars of fine textured dwarf type, tall fescue lawn seed and shall be applied at the rate of twelve (12) pounds per 1,000 square feet. Seed mix shall be submitted to Engineer for approval. All seed shall be labeled in accordance with the California Food and Agricultural Code and shall be delivered to the site in the original, unopened containers and shall bear a dated guaranteed analysis.
 2. Maintenance Liability Waiver and Planting Exclusion Area. Area shown on the Planting Plan as the Maintenance Liability Waiver and Planting Exclusion Area is NOT to be supplied or seeded with lawn seed by the Contractor. See Section 1-N of the General Requirements.

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 Lawn Seeding as shown the plans, as specified in these Special Provisions and as directed by the Engineer.

Item No. 25 - Landscape Maintenance

This item shall consist of maintaining the landscape planted areas installed in this Contract as shown on the plans in conformance with Sections 35-8 thru 35-14 of the Standard Specifications and as amended by these Special Provisions.

- A. Start of Maintenance Period shall conform to Section 35-8 of the Standard Specifications.
- B. Watering shall conform to Section 35-9 of the Standard Specifications and these Special Provisions.
- C. Plant Replacement shall conform to Section 35-10 of the Standard Specifications.
- D. Plant Establishment Period or Landscape Maintenance Period shall conform to Section 35-11 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be sixty (60) calendar days and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance shall continue until final acceptance of the work.

Lawn Maintenance. The Contractor shall be responsible for maintaining only the lawn areas seeded under this Contract. The existing lawn areas shall be maintained by the City. When the lawn reaches three inches (3") in height, the Contractor shall mow it to a height of one and one-half inches (1-1/2"). The lawn shall be mowed thereafter on a weekly basis to a height of one and one-half inches (1-1/2"). Lawn growing around trees, lightpoles, fences, and other obstacles shall be maintained at a height equal to that of the adjacent lawn areas, or may be chemically controlled with the approval of the Engineer. Catching of lawn clippings shall not be required. Following a minimum of three (3)

mowings, if the Contractor has not been able to establish a "weed-free" lawn, he shall be required to treat the lawn with a selective broadleaf and grass weed herbicide that will not harm the lawn. The Contractor shall conform to Section 35-6 of the Standard Specifications for application of herbicides. This required application of herbicide does not diminish the Contractor's responsibility in establishing a "weed-free" lawn. One week prior to the final inspection the Contractor shall apply to all lawn areas a second application of fertilizer with a 16-6-8, N-P-K analysis, at six (6) pounds per 1,000 square feet.

- E. Pre-Final Inspection shall conform to Section 35-12 of the Standard Specifications and be amended as follows: Seven (7) weeks after the Start of Maintenance Period, the Engineer and the Landscape Architect shall conduct a pre-final inspection. At the pre-final inspection, or at anytime thereafter, should the Engineer determine that the project meets the requirements of the final acceptance of the work (Item No. 25-F), he may issue final acceptance of the project to the Contractor.
- F. Final Inspection shall conform to Section 35-13 of the Standard Specifications. At the time of final acceptance of the work, any square yard of the lawn areas shall be ninety percent (90%) weed free and in a neatly mowed condition, and any square yard of the shrub and groundcover planted areas shall be ninety percent (90%) weed free, as determined by the Engineer.

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 Landscape Maintenance as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS OF ALTERNATE BID PROPOSAL NO. 1

Item No. 26 - 4-Seat Spring See Saw to Install

This item shall consist of furnishing and installing a 4-Seat Spring See Saw at the location shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

- A. 4-Seat Spring See Saw shall be by Landscape Structures, model no. 842-0652 or approved equal. Posts, beams, and springs shall be red to match proposed play equipment components. See Saw components shall conform to Item No. 14 - Play Equipment to Install, of these Special Provisions and the manufacturer's specifications.
- B. Concrete Footings shall be installed as specified by the manufacturer and shall be Class "C" or "D" Portland Cement Concrete, conforming to Paragraph 10-5 of the Standard Specifications.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Alternate Bid Proposal No. 1 - 4-Seat Spring See Saw to Install as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS OF ALTERNATE BID PROPOSAL NO. 2

Item No. 27 - Backflow Enclosure Landscaping

- A. Lawn Removal and Excavation. This item shall consist of removing lawn and excavating

the existing surface for constructing 3-1/2" Concrete Flatwork and 6" Concrete Mowstrip as shown on the plans, in conformance with Sections 12, 13, 14 and 16 of the Standard Specifications and Item No. 1 - Site Grading and Demolition, of these Special Provisions.

1. Lawn Removal. The Contractor shall remove all lawn within the area to be planted with shrubs and groundcover and dispose of it off the construction site.
 2. Excavated Soil shall conform to Item No. 1 - Site Grading and Demolition, of these Special Provisions.
- B. 3-1/2" Concrete Flatwork to Construct. This item shall consist of furnishing and constructing 3-1/2" Concrete Flatwork as shown on the plans in conformance with Item No. 7 - 3-1/2" Concrete Flatwork to Construct, of these Special Provisions.
- C. 6" Concrete Mowstrip to Construct. This item shall consist of furnishing and constructing a 6" wide by 3-1/2" thick Concrete Mowstrip as shown on the plans in conformance with Item No. 10 - 6" Concrete Mowstrip to Construct, of these Special Provisions.
- D. Irrigation System Modifications. This item shall consist of modifying the existing Irrigation System and installing new irrigation as shown on the plans in conformance with Item No. 17 - Irrigation System Modifications, of these Special Provisions and as stated in this item.
1. Type B Sprinkler Heads shall be Rainbird 1812-PRS, or approved equal. Sprinkler heads shall be the pop-up spray type, and shall have its body, stem and nozzle constructed of heavy duty plastic. Pop-up height for 1812-PRS is twelve inches (12"). The sprinkler shall have a matched precipitation rate nozzle of plastic, or brass, with an adjusting screw capable of regulating the radius and flow. The sprinkler shall have a strong stainless steel retract spring for positive pop-down and a built-in stem pressure regulator. The sprinkler shall be installed at finished grade with a swing joint assembly as shown on Drawing No. LA-4 of the Standard Specifications.
- Sprinkler Nozzles shall be of two different types, both capable of performing as follows when given an operating pressure of thirty (30) pounds per square inch: 1. Shall be 10 series nozzle capable of covering a ten foot (10') radius, with a discharge rate of 0.79 gallons per minute for the half circle pattern. 2. Shall be 15-VAN series adjustable arc nozzle capable of covering a fifteen foot (15') radius, with a discharge rate of 1.85 gallons per minute for the half circle pattern.
- E. Tubular Steel Fence to Construct. This item shall consist of furnishing and constructing a Tubular Steel Fence as shown on the plans in conformance with these Special Provisions.
1. Posts and Rails shall be constructed of 16 gauge square tubular steel and shall be sized and fabricated as shown on the plans.
 2. Pickets shall be constructed of 18 gauge square tubular steel and shall be sized and fabricated as shown on the plans.
 3. Post Mounting Plates shall be ST 5" X 5" X 2" hole X 7 gauge steel, by Adams and Coltrin, Inc., or approved equal. Posts shall be welded continuously to post mounting plates and shall be installed as shown on the plans.
 4. Circles shall be 3/16" thick steel and shall be spot welded to fence as shown on the plans.
 5. Hinge Components shall consist of 12 gauge steel, ST BAT, hinge hangers, by

Adams and Coltrin, Inc., or approved equal; and zinc cromate plated j-bolts, nuts and washers. These components shall be sized and installed as shown on the plans.

6. Padlock Hasp shall be constructed of two (2) 7 gauge steel, ST HASP, by Adams and Coltrin, Inc., or approved equal. Hasps shall be continuously welded to fence and sized as shown on the plans.
7. Cast Iron Ball Caps shall be continuously welded to tops of posts and sized as shown on the plans.
8. Expansion Bolts shall be zinc cromate plated and sized as shown on the plans.
9. Following fabrication all fence surfaces and welds shall be coated with iron phosphate and electrostatically painted with two (2) coats of zinc cromate semi gloss black enamel.

The Contractor shall verify fence length prior to fabrication.

- F. Landscape Planting. This item shall consist of preparing planting areas and planting shrubs and groundcover as shown on the plans in conformance with Sections 10 and 35 of the Standard Specifications, and Item No. 23 - Shrub and Groundcover Planting, and Item No. 24 - Lawn Seeding, of these Special Provisions and as stated in this item.
1. Preparing of Planting Areas shall conform to Item No. 24 - Lawn Seeding, of these Special Provisions.
 2. Weed Control shall conform to Section 35-6 of the Standard Specifications.
 3. Shrubs and Groundcover shall conform to Item No. 23 - Shrub and Groundcover Planting, of these Special Provisions.
 - a. Groundcover shall be rootings as specified on the plans and shall be planted at 12" O.C., triangular spacing.
 4. Wood Mulch shall be evenly spread to a depth and at the location as specified on the plans. Mulch shall be Fir shavings, fibrous in nature, one inch (1") minimum to four inch (4") maximum in length. Contractor shall submit a mulch sample to the Engineer for approval at least forty-eight (48) hours prior to installation.
- G. Landscape Maintenance. This item shall consist of maintaining the landscape planted area installed in this Contract as shown on the plans in conformance with Item No. 25 - Landscape Maintenance, of these Special Provisions.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Alternate Bid Proposal No. 2 - Backflow Enclosure Landscaping as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.

ITEMS OF ALTERNATE BID PROPOSAL NO. 3

Item No. 28 - Decomposed Granite Path to Construct

- A. Lawn Removal and Excavation. This item shall consist of removing lawn and excavating

the existing surface for constructing Decomposed Granite Path and 6" Concrete Mowstrip as shown on the plans, in conformance with Sections 12, 13, 14 and 16 of the Standard Specifications and Item No. 1 - Site Grading and Demolition, of these Special Provisions.

1. Lawn Removal. The Contractor shall remove all lawn within the area of the Decomposed Granite Path and 6" Concrete Mowstrip and dispose of it off the construction site.
 2. Excavated Soil shall conform to Item No. 1 - Site Grading and Demolition, of these Special Provisions.
- B. Irrigation System Modifications. This item shall consist of relocating the existing sprinkler heads and valve as shown on the plans in conformance with Item No. 17 - Irrigation System Modifications, of these Special Provisions.
- C. 6" Concrete Mowstrip to Construct. This item shall consist of furnishing and constructing 6" Concrete Mowstrip as shown on the plans in conformance with Item No. 10 - 6" Concrete Mowstrip to Construct, of these Special Provisions.
- D. 3-1/2" Decomposed Granite to Place. This item shall consist of furnishing and placing 3-1/2" Decomposed Granite as shown on the plans in conformance with Item No. 13 - 3-1/2" Decomposed Granite to Place, of these Special Provisions.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Alternate Bid Proposal No. 3 - Decomposed Granite Path to Construct as shown on the plans, as specified in these Special Provisions and as directed by the Engineer.