



CITY MANAGER'S OFFICE
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14

**DEPARTMENT OF
PUBLIC WORKS**

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

**CITY OF SACRAMENTO
CALIFORNIA**

927 TENTH STREET
ROOM 200
SACRAMENTO, CA
95814-2705

916-449-8220

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

916-449-5282

APPROVED
BY THE CITY COUNCIL

FEB 28 1989

OFFICE OF THE
CITY CLERK

February 28, 1989

City Council
Sacramento, California

Honorable Members In Session:

SUBJECT: Playground Improvements at Warren Park (PN:LD56) - Project
Approval and Bid Advertisement

SUMMARY

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

BACKGROUND

This project will replace the worn-out and obsolete playground equipment in Warren Park. The project was originally advertised for bids in September 1988, however, only two bids were received and the low bid was 15% over the landscape architect's estimate and the bids were rejected.

A Categorical Exemption for this project was filed with the County Clerk of the County of Sacramento on July 22, 1986. The Landscape Architect's estimated construction cost is \$41,000.

FINANCIAL DATA

Sufficient funds are available for this project. The estimated total project cost, including all planning, design and construction costs, is \$51,000. The current budget is \$54,367, which was approved in the Capital Improvement Program with \$44,000 from Capital Grants Funds (248) and \$10,367 from Quimby Act Funds (710). The funds available for this project amount to \$48,500, as of January 31, 1989.

A non-refundable fee of \$15 will be charged for each set of plans and specifications to cover reproduction costs.

City Council
Playground Improvements at Warren Park (PN:LD56)
February 28, 1989
Page 2

POLICY CONSIDERATIONS

There are no policy considerations associated with this item.

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 in Northern California. There are four (4) organizations on the distribution list that are directly involved with MBE/WBE construction organizations.

RECOMMENDATION

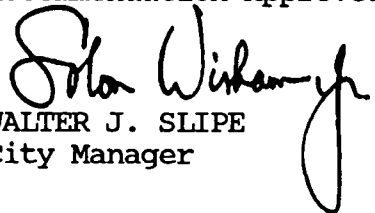
It is recommended that the City Council approve the plans and specifications for this project and authorize the City Clerk to advertise for bids to be received on March 21, 1989.

Respectfully submitted,




THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:

for: 
WALTER J. SLIPE
City Manager

Approved:


MELVIN H. JOHNSON
Director of Public Works

CONTACT PERSON

David Spease, Landscape Architect
449-5125

GDC:rh
ED6-15.B
02.1389

February 28, 1989
District No. 6



2-28-89
#14

DEPARTMENT OF
PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY
ENGINEERING DIVISION MANAGER

CITY OF SACRAMENTO
CALIFORNIA

PN: LD56

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CONSTRUCTION SECTION
640 BERCUT DRIVE
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SACRAMENTO, CA
95814-0131

916-449-5282

March 14, 1989

To Whom It May Concern:

Enclosed is Addendum No. 1 to the Contract Specifications for the Playground Improvements at Warren Park project.

Please attach this Addendum to the Contract Specifications and acknowledge acceptance by initialling Addendum No. 1 on the Sealed Proposal Form and submit the required information with you bid.

Sincerely,

Savetta Kuspell
for THOMAS M. FINLEY
Engineering Division Manager

TMF:eh
LD56-A1.I.EA

Addendum No. 1
March 14, 1989

Playground Improvements at Warren Park
PN:LD56
Bids to be Received: March 21, 1989

This addendum is applicable to work designated herein and shall be a part of and be included in the Contract and the Contractor shall acknowledge his acceptance of this addendum by noting on the Sealed Proposal Form and submitting the required information with the bid.

1. Remove the Sealed Proposal Form (blue) and replace with the enclosed, revised Sealed Proposal Forms (green), which change the estimated quantities and units for Items 5, 6, 7 and 8.

GDC:eh
LD56-A1.I.EA

CITY OF SACRAMENTO

SEALED PROPOSAL
(MUST BE SIGNED BY BIDDER)

Sealed Proposals will be received not later than 10:30 A.M. on March 21, 1989, at the office of the City Clerk, Room 300, City Hall, Sacramento, California and opened at 10:30 A.M., or as soon thereafter as business allows, on March 21, 1989, in the Council Chambers, 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

PLAYGROUND IMPROVEMENTS
AT WARREN PARK
(PN:LD56)

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.81-042) and Special Provisions all as on file in the office of the City Clerk, at the following Unit Prices.

Item No.	Item	Est. Quantity	Unit	Unit Price	Total
1.	Demolition	1	JOB	\$ _____	\$ _____
2.	Excavation and Grading	1	JOB	\$ _____	\$ _____
3.	Catch Basin Manhole to Construct	1	EA	\$ _____	\$ _____
4.	Play Area Catch Basin to Construct	1	EA	\$ _____	\$ _____
5.	Catch Basin to Construct	1	EA	\$ _____	\$ _____
6.	6" PVC Gravity Drain Line to Install	155	LF	\$ _____	\$ _____
7.	Curb No. 15 to Construct	215	LF	\$ _____	\$ _____
8.	3-1/2" Concrete Flatwork to Place	2530	SF	\$ _____	\$ _____

9.	2" x 4" Headerboard	285	l.f.	\$ _____	\$ _____
10.	Adventure Play Unit to Construct	1	Job	\$ <u>Lump Sum</u>	\$ _____
11.	Swings to Install	1	Job	\$ <u>Lump Sum</u>	\$ _____
12.	Spring Animals	2	Ea.	\$ _____	\$ _____
13.	Sand to Place	124	Ton	\$ _____	\$ _____
14.	6' Benches to Install	2	Ea.	\$ _____	\$ _____
15.	Irrigation Modifications	1	Job	\$ <u>Lump Sum</u>	\$ _____
			TOTAL		\$ _____

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 NINETY (90) calendar days commencing on the date stated 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 (\$100.00) 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.

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 (10%) of amount bid.

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

ADDENDUM NO. :

- 1. _____
- 2. _____
- 3. _____
- 4. _____

CONTRACTOR

By _____
(Signature)

Title _____

Address _____

Telephone No. _____

Contractor's License:

Valid Contractor's License No. _____ Classification _____ is held by the bidder.

14



CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

CONTRACT SPECIFICATIONS
FOR
PLAYGROUND IMPROVEMENTS
AT
WARREN PARK

PN:LD56

APPROVED
BY THE CITY COUNCIL

FEB 28 1989

OFFICE OF THE
CITY CLERK

Non-Refundable Fee
\$15.00

Separate Plans

For Pre-Bid Information Call:

David Spease
(916) 449-5125

Bids to be received before
10:30 A.M., Tuesday,
March 21, 1989, at
Room 300, 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 300, City Hall, located on I Street between 9th and 10th Streets, up to the hour of 10:30 a.m. on March 21, 1989, and opened at 10:30 a.m., or as soon thereafter as business allows, in the Council Chambers, City Hall, for construction of:

Playground Improvements at Warren Park (PN:LD56)

as set forth in the Construction Documents adopted February 28, 1989, 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. Bids must be enclosed in an envelope marked:

Sealed Proposal for Playground Improvements at Warren Park (PN:LD56)

Copies of the Sealed Proposal Forms and accompanying documents are available at the office of the City Clerk, City Hall, Room 300, 915 I Street, Sacramento, CA 95814.

Contractors bidding on this project must possess a Class A 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.

ANNE MASON
ACTING CITY CLERK

PN:LD56.B.ED

CITY OF SACRAMENTO

SEALED PROPOSAL
(MUST BE SIGNED BY BIDDER)

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TO THE HONORABLE CITY COUNCIL:

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PLAYGROUND IMPROVEMENTS
AT WARREN PARK
(PN:LD56)

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.81-042) and Special Provisions all as on file in the office of the City Clerk, at the following Unit Prices.

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3.	Catch Basin Manhole to Construct	1	EA	\$ _____	\$ _____
4.	Play Area Catch Basin to Construct	1	EA	\$ _____	\$ _____
5.	Catch Basin to Construct	648	LF	\$ _____	\$ _____
6.	6" PVC Gravity Drain Line to Install	648	LF	\$ _____	\$ _____
7.	Curb No. 15 to Construct	23	EA	\$ _____	\$ _____
8.	3-1/2" Concrete Flatwork to Place	3	EA	\$ _____	\$ _____

9.	2" x 4" Headerboard	285	l.f.	\$ _____	\$ _____
10.	Adventure Play Unit to Construct	1	Job	\$ <u>Lump Sum</u>	\$ _____
11.	Swings to Install	1	Job	\$ <u>Lump Sum</u>	\$ _____
12.	Spring Animals	2	Ea.	\$ _____	\$ _____
13.	Sand to Place	124	Ton	\$ _____	\$ _____
14.	6' Benches to Install	2	Ea.	\$ _____	\$ _____
15.	Irrigation Modifications	1	Job	\$ <u>Lump Sum</u>	\$ _____
			TOTAL		\$ _____

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.

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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 NINETY (90) calendar days commencing on the date stated 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 (\$100.00) 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.

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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 (10%) of amount bid.

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

ADDENDUM NO.:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

CONTRACTOR

By _____
(Signature)

Title _____

Address _____

Telephone No. _____

Contractor's License:

Valid Contractor's License No. _____ Classification _____ is held by the bidder.



CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

SUB-BIDDER FORM

In accordance with Section 4101 and 4107, inclusive, of the Government Code of the State of California, as amended, the following information is required concerning sub-bidders:

Name Sub-bidder	Street Address of Shop, Mill or Office	Class of Work	Portion of Work to be done	Contractor's License Number

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

PLAYGROUND IMPROVEMENTS AT WARREN PARK (PN:LD56)

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 to 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 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 words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between 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:

PLAYGROUND IMPROVEMENTS AT WARREN PARK (PN:LD56)

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, 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.

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, Contractor shall present to the City Engineer a statement showing the amount of labor and materials incorporated in the work during the preceding month; the City Engineer shall inspect the statement and, if the City Engineer approves the statement, 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 City arising under the Contract Document.

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 or 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 ten (10) calendar 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 following execution of the Agreement 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 NINETY, (90) calendar days (hereinafter called the "Completion Date") from and after the receipt by Contractor 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 unfaithful 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 proper 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.

Such use or occupation of the work shall not be construed as an acceptance of any portion of the work 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.

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 or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. 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 to, or destruction of property, whether upon or off the work, including the loss 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 do 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 cancelation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving to City thirty (30) 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 such extension of time. The amount of time allowed in 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, riots, insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assembly, or allotment of materials necessary in the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by City insofar as they necessarily require additional time in which to complete the work; the prevention by 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.

Inclement weather shall not be a reason for granting an extension of time. City may, however, grant an extension of time for unavoidable delay as a result of extraordinary inclement weather which shall then be classified Excusable Delay.

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 parts 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 inspections; (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; and, (v) any delay resulting from ordinary inclement weather. 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 SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which Contractor regards as an excusable delay, he shall notify the City Engineer in writing of the probability of such delay and its cause, in order that the City 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 forth 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 City 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 City 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 City Engineer at the time of its occurrence has been an excusable delay.

27. EXTENSION OF TIME

Should any delays occur which the City Council 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 City Council may grant an extension of time on the Contract.

28. EXTENSION OF TIME DOES NOT WAIVE CITY'S RIGHTS

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

Contractor waives all claims against City, its officials and employees, for any loss or damage sustained by reason of delays beyond the Completion Date arising out of modifications of this Agreement, including modifications deemed necessary or desirable by City for the correction of errors or omissions in this Agreement, Plans or Specifications, it being expressly understood and agreed that no damages or compensation of any kind shall be paid to Contractor because of such delays.

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, nor 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 the work and to any extension of time made by reason thereof.

31. TERMINATION AFTER COMPLETION DATE

In addition to any 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) days as specified in Section 33; and, in the event Contractor's Surety fails to commence work within thirty (30) 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 City 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) 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 sum 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 completes 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, actions 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 forth opposite their names.

CONTRACTOR

DATE: _____

By _____

Title

CITY OF SACRAMENTO,
a municipal corporation

DATE: _____

By _____

City Manager

ATTEST:

City Clerk
ORIGINAL APPROVED AS TO FORM

FUNDING AVAILABLE: 248-500-LD56-4820

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.

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

PLAYGROUND IMPROVEMENTS AT WARREN PARK
PN:LD56

; 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 _____

APPROVED AS TO FORM:

City Attorney

JURAT HERE, PLEASE

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

PLAYGROUND IMPROVEMENTS AT WARREN PARK
PN:LD56

; 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 _____

APPROVED AS TO FORM:

City Attorney

JURAT HERE, PLEASE

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

Chapter 4 of Division 3

THE SHELLEY-MALONEY APPRENTICE LABOR STANDARDS ACT OF 1939

(Note: Boldface type denotes key points.)

3098. 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.

(Amended by Stats. 1974, Ch. 1095.)

Chapter 1 of Division 2

APPRENTICES ON PUBLIC WORKS

1776. 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 or worker employed by him in connection with the public work. The contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. The body awarding the contract may charge a reasonable fee for copying such records. The body awarding the contract shall be required to retain the records filed pursuant to this section for 90 days after completion of the contract. After a complaint has been filed with the awarding body or the Division of Labor Standards Enforcement alleging that a contractor or subcontractor has paid less than the prevailing wage on a public works project, the contractor or subcontractor shall upon written notice from either the awarding body or the Division of Labor Standards Enforcement within 10 days file with the body awarding the contract a certified copy of the payroll records.

(Amended by Stats. 1976, Ch. 599.)

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 is employed, and shall be employed only at the work of the craft or trade to which he is registered.

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

When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him, in performing any of the work under the contract or subcontract, employs workmen 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; provided, however, that the 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. 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 applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of 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 in no case shall the ratio be less than one apprentice for each five journeymen, except as otherwise provided in this section.

The contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in such 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 employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less

than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 ratio as set forth in this section. This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) or 20 working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than two thousand dollars (\$2,000) or fewer than five working days.

"Apprenticeable craft or trade," as used in this section, shall mean 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) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his 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 such 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, provided they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him, 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 such 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 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 such 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 such contributions in computing his bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of such 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. Such 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 the provisions of Section 3081.

(Amended by Stats. 1976, Ch. 1179.)

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, except as provided in Section 3077, of such employee.

(Amended by Stats. 1976, Ch. 1179.)

1777.7. In the event a licensed contractor willfully fails to comply with the provisions of Section 1777.5, such licensee shall be denied the right to bid on any public works contract for a period of one year from the date the determination of non-compliance is made by the Administrator of Apprenticeship and, notwithstanding the provisions of Section 1727, upon receipt of such a determination the awarding body shall withhold from contract progress payments then due or to become due the sum of five thousand dollars (\$5,000). Any determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the awarding body pursuant to this section shall be released to the contractor upon issuance of an order to that effect by the administrator, or upon completion of the contract.

The interpretation and enforcement of Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1976, Ch. 538.)

GREATER SACRAMENTO AREA PLAN (GSAP) 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, 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 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, provided 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 referral 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 a 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 complied 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 and the Community Development Block Grant Program).

GSAP 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 GSAP at 2220 Watt Avenue, Suite B-5, Sacramento, California 95825.
- (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 GSAP 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 GSAP and measured against the specified goals for minorities and women.

U. S. DEPARTMENT OF LABOR Employment Standards Administration, OFCCP	MONTHLY EMPLOYMENT UTILIZATION REPORT	1. COVERED AREA (SMSA OR EA)	3. CURRENT GOALS	4. REPORTING PERIOD
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	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal) 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
		M	F	M	F	M	F	M	F			M	F		
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	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
PLAYGROUND IMPROVEMENTS AT WARREN PARK
P.N. LD56

I. PROJECT GENERAL REQUIREMENTS

SCOPE OF WORK

- A. Work Included: The work required to be performed by the Contractor under this contract consists of PLAYGROUND IMPROVEMENTS AT WARREN PARK in conformity with the construction documents herein identified, including furnishing all materials, labor, tools, complete and ready for use.
- B. Standard Specifications: In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento which shall apply to the work. Sections 1 through 8 of the Standard Specifications shall be the general conditions of this contract.

Those portions of Sections 2-9 limiting the amount of subletting to 50% of the contract amount shall not apply. These Special Provisions set forth requirements in addition or in lieu of those in the Standard Specifications.

Special Notice Regarding Standard Specifications: The Standard Specifications of the City of Sacramento adopted by the City Council of said City by Resolution, dated May 1981, 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.

- C. Engineer: When the term "Engineer" is used in these Special Provisions, it shall be deemed to mean the City Engineer or his authorized representative.
- D. Landscape Architect: When the term "Landscape Architect" is used in these Special Provisions, it shall be deemed to mean the Landscape Architect for the Department of Parks and Community Services, City of Sacramento, or his authorized representative.
- E. Notice to Contractor: All trees shall be preserved and shall be fully protected from injury by the Contractor at his expense.

PRE-JOB CONFERENCE, CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

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. At this conference, the Contractor shall deliver an estimated construction progress schedule in form satisfactory to the Engineer showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Special Provisions.

This schedule shall be updated and furnished to the Engineer within 10 days of the Engineer's written request and at any other time as requested. Subsequent to the time that submittal of a progress schedule is required in accordance with these Special Provisions, no progress payments will be made for any work until a satisfactory schedule has been submitted to the Engineer.

The Contractor shall also furnish on forms acceptable to the Engineer the following:

- A. A detailed estimate giving a complete breakdown of the contract price by labor and materials for each portion of the work.
- B. Periodic itemized estimates of work done for the purpose of making partial payments.

WORKMANSHIP AND MATERIALS

Except as otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first-class and by persons qualified in the respective trades.

SUBMITTALS

In accordance with the provisions of Paragraph 5-7, 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 or 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 5-15 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 decision shall be final.

PERMITS AND REGULATIONS

The Contractor shall secure and pay for all licenses and permits necessary for the prosecution of the work. The Contractor shall give all notices and comply with all applicable prevailing laws, ordinances, rules and regulations bearing on the conduct of the work.

Should the Engineer's drawings, specifications, or instructions be at variance therewith, the Contractor shall immediately notify the Engineer and await his further instructions before proceeding with the work affected.

PUBLIC UTILITIES

The Contractor shall send proper notices, make necessary arrangements, perform other services required in the care and maintenance of all public utilities and existing park utilities identified and designated in and on the plans and specifications. As between the City and Contractor, the Contractor shall assume all responsibilities concerning same. Contractor shall provide necessary protection to existing public utilities and park utility services identified and designated on the plans and specifications and shall repair any such utilities that are damaged as a result of his operation. The City shall assume the responsibility for the removal, relocation, or protection of existing utilities located on the project site which are not identified in the plans and specifications. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or the owner of the utility to provide for removal, relocation, or protection of the existing utility facilities not designated and identified on the plans. If the Contractor, while performing the contract, discovers utility facilities not designated and identified in the plans, he shall immediately notify the Engineer in writing and by telephone.

RULES AND REGULATIONS

All codes, laws, regulations, and ordinances bearing on the conduct of this work shall be complied with.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of all persons, including employees and property. The safety provisions of applicable building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated, in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable codes.

SURETY BONDS

Within ten (10) days after award of contract, the Contractor shall furnish a Payment Bond in amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a Surety Company satisfactory to the City Engineer.

STOCKPILING OF MATERIAL AND EQUIPMENT

The Contractor shall make arrangements for storage of materials and work areas on the premises as efficiently as possible.

CLEANING

General: The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion work, he shall remove all his rubbish from and about the site and all his tools, scaffolding and surplus materials, and shall leave his work "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.

CLIMATIC CONDITIONS

The Contractor shall diligently pursue the work at all times. However, if inclement weather is encountered during any phase of the work, which is the opinion of the Engineer is damaging to the project, the Contractor shall suspend work until authorized by the Engineer to proceed.

LOCATION OF EQUIPMENT AND PIPING

Drawings showing location of equipment, piping, etc., 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.

COOPERATION

Cooperation between all subcontractors, material suppliers, utilities, and vendors is essential. Only such employees as will work in harmony with the employees of the Contractor will be employed.

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.

CONFLICTS

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.

GUARANTEE

All work performed under this item shall be guaranteed for a period of one (1) year on the guarantee form included. Period of guarantee to start on date of acceptance.

PROTECTION OF FACILITIES

Damage or Theft: Protect the work and materials to be used thereon from damage or loss due to the elements, theft, vandalism, malicious mischief for other causes. Contractor shall be held responsible for such damages or loss, which he shall remedy at his expense.

DISPUTED CLAIMS

Disputed claims will be processed as outlined in Section 4-10 of the Standard Specifications except that the Engineering Division Manager will preside at the hearing in place of the Director of Public Works (City Engineer).

MAINTENANCE OF TRAFFIC

The Contractor shall be solely and completely responsible for furnishing, installing and maintaining all warning signs and devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and pedestrian traffic during the performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours. The use of flagmen, barricades and construction signing shall comply with the current edition of "Work Area and Traffic Control Handbook" (WATCH).

ITEMS OF THE PROPOSAL

Item No. 1 - Demolition

This item shall consist of the removal of all existing play apparatus, concrete pad around light and concrete curb as noted on the plans. Demolition shall conform to Sections 12 and 13 of the Standard Specifications and these Special Provisions.

- A. Demolition shall consist of removing concrete curb and concrete pad around light standard as noted on the plans and disposing of resultant material away from the project site. Pull box for light will be brought to grade by SMUD.
- B. All Existing Play Equipment shall remain until after the new equipment is in place. Existing play equipment shall then be dismantled and disposed of off the project site. 24 hours notice shall be given prior to removal, so that parts may be salvaged by the City.
- C. Irrigation Modifications shall be covered under Item No. 15 of these Special Provisions.

Payment shall be made at the lump sum price bid for Demolition, which price shall include full compensation for all labor, tools, and equipment necessary to complete this item.

Item No. 2 - Excavation and Grading

This item shall consist of excavating and removing material necessary to achieve the required grades to install concrete and for the construction of the play area as shown on the Plans in conformity with Section 14 of the Standard Specifications.

- A. All Excavated Material, except that which will be used for top dressing, shall be delivered to the Mangan Nursery at 1920 - 34th Avenue. 24 hours notice shall be given to Ron Viegas at 428-2524.
- B. Top Dressing. After forms have been removed from the concrete pavement, Contractor shall backfill and regrade with excavated dirt. Dirt must be free of rocks, weeds, and other undesirable material as approved by Landscape Architect. Regrading must meet approval of Landscape Architect.

Payment shall be made at the lump sum price bid for Excavation and Grading, which price shall include full compensation for all labor, equipment, tools, and materials necessary to complete this item.

Item No. 3 - Catch Basin Manhole To Construct

This item shall consist of furnishing and constructing a standard precast manhole at the location and elevations shown on the Plans in conformity with Sections 25, 38 and CE 52 and as amended by these Special Provisions.

- A. Manhole No. 3 shall be modified to be a catch basin as shown on the drawings, and shall be located a minimum of three feet (3') from edge of concrete.
- B. Cover shall be Standard Manhole Head and Cover 1-C as shown in Drawing CE59 of the Standard Specifications.

Payment shall be made at the lump sum price bid for Catch Basin Manhole constructed, which price shall include full compensation for all labor, tools, materials, and equipment necessary to complete this item.

Item No. 4 - Play Area Catch Basin to Construct

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

- A. Concrete shall be Class "C" or "D" as specified in Paragraph 10-5 and concrete work completed in conformance with applicable requirements of Section 20 of the Standard Specifications.
- B. Steel Cover shall be 3/16" diamond plate hot-dipped after fabrication.
- C. Base 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.
- E. Filter Fabric shall be manufactured from polyester, nylon, or polypropylene material, or any combination thereof. The fabric shall be nonwoven, shall not act as a wicking agent, shall be permeable, and shall conform to the following:

Weight, ounces per square yard, minimum.	
ASTM Designation: D-1910	4.0
Grab tensile strength (1-inch grip), pounds, minimum, in each direction	
ASTM Designation: D-1682	50-90
Elongation, percent, minimum	
ASTM Designation: D-1682	10-30
Toughness, pounds, minimum	3,000-4,000

Payment shall be made at the lump sum price bid for Play Area Catch Basin constructed, which price shall include full compensation for all labor, tools, materials, and equipment necessary.

Item No. 5 - Catch Basin to Construct

This item shall consist of furnishing and constructing one (1) Catch Basin complete with concrete pad as shown on the Plans and as specified herein.

- A. Concrete shall be Class "C" as specified in Paragraph 10-5 and concrete work completed in conformance with applicable requirements of Section 30 of the Standard Specifications.
- B. Grate shall be Irving Type V decking grate, or approved equal.

Payment shall be made at the unit price bid per Catch Basin constructed, which price shall be full compensation for all labor, tools, equipment, and materials necessary to complete this item.

Item No. 6 - 6" P.V.C. Gravity Drain Line 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 applicable paragraphs of Section 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. All fittings and accessories shall be as manufactured and furnished by the pipe supplier. Installation shall conform to that as specified by manufacturer.
- B. Manhole Tap shall be made by the Department of Water and Sewer. Application for tap shall be made at the administration office, located at 1391 - 35th Avenue, upon payment of fee shown on the plans. Contractor shall excavate and expose manhole for tap, backfill and restore surface to its previous condition. Cost for manhole tap and restoration of surface shall be included in this item. Curb and gutter shall remain undisturbed.
- C. 6" Clean Out shall be installed as shown on plans.

Payment shall be made at the unit price bid per linear foot of 6" P.V.C. Gravity Drain Pipe placed, which price shall include full compensation for manhole tap, clean out, all excavation, surface restoration, sand bedding, backfill, furnishing and laying of pipe, and all other work necessary to construct drain lines as shown.

Item No. 7 - Curb No. 15 to Construct

This item shall consist of constructing Concrete Curb No. 15 as shown on the drawings in conformity with Section 24 of the Standard Specifications and these Special Provisions.

- A. Portland Cement Concrete shall be Class "C" conforming to Paragraph 10-5 of the Standard Specifications.

Payment shall be made at the unit bid price per linear foot of Concrete Curb No. 15 constructed, complete and in place.

Item No. 8 - 3-1/2" Concrete Flatwork to Place

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

- A. The Finished Subgrade immediately prior to placing concrete thereon shall have a relative compaction of 85%, or more.
- B. Portland Cement Concrete shall be Class "C" conforming to Paragraph 10-5 of the Standard Specifications.
- C. Slump Allowance shall be five inches (5").

Payment shall be made at the unit price bid per square foot of 3-1/2" Concrete Flatwork placed, which price shall include full compensation for all labor, tools, materials and equipment necessary to complete this item.

Item No. 9 - 2" x 4" Headerboard

This item shall consist of furnishing and installing 2" x 4" Header Board as shown on the drawings in conformity with Section 18 of the Standard Specifications and these Special Provisions.

- A. Header Board shall be two inches by four inches (2"x4") nominal size SAS Construction Heart Redwood and shall remain in place. There shall be no splices in the walkway.

Payment shall be made at the unit price bid per linear foot of 2" x 4" Header Board placed, which price shall be full compensation for all labor, tools, equipment, and materials necessary to complete this item.

Item No. 10 - Adventure Area Play Unit to Construct

This item shall consist of furnishing and installing Adventure Area Play Unit in the play area as shown on the drawings in conformance with these Special Provisions.

- A. Location of the play unit is shown on the plans. The Contractor shall be responsible for proper placement and shall verify exact location with Engineer.
- B. Play Unit shall be Landscape Structures No. 8755, Modified, and shall be supplied by:

Ross Recreation Equipment Co.
P.O. Box 785
Novato, CA 94948
1-(415)-891-0717

- C. Installation shall conform to manufacturer's instruction. Concrete footings shall be installed as required 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 for Adventure Area Play Unit, which price shall include full compensation for furnishing the play unit, and all labor, tools, materials and equipment necessary to complete this item.

No. 11 - Swings to Install

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

- A. Swings for Adventure Area shall be Landscape Structures, Swing No. 303 with two (2) No. 803 - Slash Proof Belt Seat and one full bucket seat. See Item No. 10-B for supplier.
- B. Installation shall conform to manufacturer's instructions. Concrete footings are required and shall be Class C or D Portland Concrete Cement, conforming to Paragraph 10-5 of the Standard Specifications.

Payment shall be made at the lump sum price bid for Swings to Install, which price shall include full compensation for furnishing swings and all labor, materials, tools and equipment necessary for completion of this item.

Item No. 12 - Spring Animals

This item shall consist of furnishing and installing two Coil Spring Animals in the locations shown on the plans in conformity with these Special Provisions.

- A. Spring Animals shall be Spring Riders, as manufactured by Landscape Structures, and shall be one (1) Model No. 4020 - Dolphin and one (1) Model 4060 - Seahorse. See Item No. 10-B for supplier.
- B. Concrete Footings shall be Class C or D Concrete and shall conform to Paragraph 10-5 of the Standard Specifications.

Payment shall be made at the unit price bid for each Spring Animal, which price shall include full compensation for furnishing spring animals and all labor, materials, tools and equipment necessary to complete this item.

Item No. 13 - Sand To Place

This item shall consist of furnishing and spreading Manteca washed Sand a minimum of six inches (6") deep over the entire play area in conformity with these Special Provisions.

- A. Weed Control - Bermuda grass and other weeds in areas to receive sand shall be completely killed and then shall be removed. Before applying any chemicals, the contractor shall obtain from the Engineer written approval of the material to be used, the rate of application, method of

application, name of applicator and area to which material is to be applied. If special permits are required for the material to be used, they shall be obtained from the County Agricultural Commissioner and submitted with the request for the use of the materials.

- B. Installation shall be within 48 hours after play structures are erected to prevent injury to children who may use equipment before it is completed unless the play area is fenced to prohibit its use.

Payment shall be made at the unit price bid per ton of Sand, which price includes all labor, tools, materials and chemicals needed for completion of this item.

Item No. 14 - 6' Benches to Install

This item shall consist of furnishing and installing two (2) 6' Benches in location shown on the plans in conformity with these Special Provisions:

- A. Bench shall be model #31-60R as manufactured by Du Mor, or approved equal, and as supplied by Ross Recreation Equipment Co. See Item No. 10, Paragraph B.
- B. Materials shall be Clear All Heart Redwood slats with 2-3/8" O.D. steel pipe supports. Fasteners shall be 5/16" diameter, plated carriage bolts.
- C. Steel shall be fabricated as shown on the drawings from steel conforming to ASTM Designation A36. Steel shall be hot dipped galvanized after forming.
- D. Footings shall be Portland Cement Class "C" or "D" in conformity with Paragraph 10-5 of the Standard Specifications.

Payment shall be made at the unit price bid per 6' Bench to Install, which price shall include full compensation for furnishing benches and all labor, tools and materials necessary for completion of this item.

Item No. 15 - Irrigation Modifications

This item shall consist of modifying the existing automatic irrigation system as shown on the plans in conformity with Sections 10 and 36 of the Standard Specifications and these Special Provisions.

- A. Sprinkler Head shall be removed complete with swing joints and installed in location indicated.
- B. P.V.C. Pipe shall be Class 160 at 18" deep.

Payment shall be made at the lump sum price for Irrigation Modifications, which price shall include capping of pipe, removing and re-installing sprinkler heads, valves, quick couplers and other items shown on the plans, and shall include all labor, materials, tools and equipment necessary to complete this item.